

**Walgreens**  
AT THE CORNER OF HAPPY & HEALTHY  
Immunization Program

SEP 28 2015



**Walgreens Community Off-Site Agreement**

Standard Pharmacy Program



**COMMUNITY OFF-SITE CLINIC AGREEMENT**

This **COMMUNITY OFF-SITE CLINIC AGREEMENT** ("Agreement") by and between the party indicated below ("Client"), and Walgreen Co., on behalf of itself and all of its subsidiaries and affiliates ("Walgreens") is made and entered into on the date last signed by an authorized representative of both the Client and Walgreens (the "Effective Date").

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Client and Walgreens, by their signatures below, hereby agree that (i) Walgreens will provide the Immunizations Immunizations listed below, consisting of dispensing and administering of a certain vaccine or vaccines to participants ("Participants") at mutually agreed upon dates and times at the Client's facility(ies) listed below ("Covered Services"), and (ii) it will comply with the terms and conditions of this Agreement, as shown on the following pages.

Carefully review the Community Off-Site Agreement. If you agree to the conditions of the contract, please check "Approve" below and type your name into the Electronic Signature field. If there are any discrepancies in the Agreement, reject the Agreement and provide corrections in the notes field

Approve

Electronic

Signature

Reject

**Submit**

| Immunization                                   | Payment Method                      | Price |
|--|-------------------------------------|-------|
| Influenza - Standard/PF Injectable (trivalent) | Submit Claims to Pharmacy Insurance | N/A   |

\*Price includes vaccine and administration

Client Facility Location(s)\*:

**CLINIC LOCATION A**

| Estimated Shots per Immunization |   |                             |       |       |  |
|----------------------------------|---|-----------------------------|-------|-------|--|
| 150                              | Influenza - Standard/PF Injectable (trivalent)<br>(Submit Claims to Pharmacy Insurance) |                             |       |       |  |
| Local Contact Name               | Local Contact Phone   | Local Contact Email         |       |       |  |
| Randy Gillespie                  | 817-556-6350  | randyg@johnsoncounty.tx.org |       |       |  |
| Address1                         | Address2  | City                        | State | Zip   |  |
| Johnson County Courthouse        | 2 Main St. Rm B29   | Cleburne                    | TX    | 76033 |  |
| Clinic Date                      | Start Time  | End Time                    |       |       |  |
| 10/05/2015                       | 1:00pm  | 4:00pm                      |       |       |  |

**CLINIC LOCATION B**

| Estimated Shots per Immunization     |   |                             |       |       |  |
|--------------------------------------|---|-----------------------------|-------|-------|--|
| 30                                   | Influenza - Standard/PF Injectable (trivalent)<br>(Submit Claims to Pharmacy Insurance) |                             |       |       |  |
| Local Contact Name                   | Local Contact Phone   | Local Contact Email         |       |       |  |
| Randy Gillespie                      | 817-556-6350  | randyg@johnsoncounty.tx.org |       |       |  |
| Address1                             | Address2  | City                        | State | Zip   |  |
| Burleson Sub Courthouse (Break Area) | 247 Elk Dr  | Burleson                    | TX    | 76028 |  |
| Clinic Date                          | Start Time  | End Time                    |       |       |  |
| 10/06/2015                           | 8:00am  | 9:00am                      |       |       |  |

**CLINIC LOCATION C**

| Estimated Shots per Immunization            |   |                             |       |       |  |
|---|---|-----------------------------|-------|-------|--|
| 150   | Influenza - Standard/PF Injectable (trivalent)<br>(Submit Claims to Pharmacy Insurance) |                             |       |       |  |
| Local Contact Name                          | Local Contact Phone   | Local Contact Email         |       |       |  |
| Randy Gillespie                             | 817-556-6350  | randyg@johnsoncounty.tx.org |       |       |  |
| Address1                                    | Address2  | City                        | State | Zip   |  |
| Guinn Justice Center (Central Jury Rm #101) | 204 S Buffalo St  | Cleburne                    | TX    | 76033 |  |
| Clinic Date                                 | Start Time  | End Time                    |       |       |  |
| 10/07/2015                                  | 1:00pm  | 4:00pm                      |       |       |  |

**CLINIC LOCATION D**

| Estimated Shots per Immunization |   |                             |       |       |  |
|----------------------------------|---|-----------------------------|-------|-------|--|
| 30                               | Influenza - Standard/PF Injectable (trivalent)<br>(Submit Claims to Pharmacy Insurance) |                             |       |       |  |
| Local Contact Name               | Local Contact Phone   | Local Contact Email         |       |       |  |
| Randy Gillespie                  | 817-556-6350  | randyg@johnsoncounty.tx.org |       |       |  |
| Address1                         | Address2  | City                        | State | Zip   |  |
| Precinct 3 Service Center        | 10420 E FM 917  | Lillian                     | TX    | 76061 |  |
| Clinic Date                      | Start Time  | End Time                    |       |       |  |
| 10/08/2015                       | 7:30am  | 9:00am                      |       |       |  |

**CLINIC LOCATION E**

| Estimated Shots per Immunization |   |  |  |  |  |
|----------------------------------|---|--|--|--|--|
| 150                              | Influenza - Standard/PF Injectable (trivalent)<br>(Submit Claims to Pharmacy Insurance) |  |  |  |  |

|   |  |   |                    |                     |
|---|--|---|--------------------|---------------------|
| <b>Local Contact Name</b><br>Randy Gillespie                          | <b>Local Contact Phone</b><br>817-556-6350 | <b>Local Contact Email</b><br>randyg@johnsoncounty.tx.org |                    |                     |
| <b>Address1</b><br>Clifton Taylor Law Enforcement Center (Break Area) | <b>Address2</b><br>1102 E Kilpatrick       | <b>City</b><br>Cleburne                                   | <b>State</b><br>TX | <b>Zip</b><br>76033 |
| <b>Clinic Date</b><br>10/09/2015                                      | <b>Start Time</b><br>1:00pm                | <b>End Time</b><br>4:00pm                                 |                    |                     |

IN WITNESS WHEREOF, Client and Walgreens have electronically executed this Agreement, as of the Effective Date.

**CLIENT:** Johnson County  
**NAME:** Randy Gillespie  
**TITLE:** H R Director  
**DATE:** \_\_\_\_\_  
Send Legal Notices To Client At:  
**Attention to:** Randy Gillespie  
**Address1:** 2 N. Main St. Rm.215  
**Address2:** \_\_\_\_\_  
**City:** Cleburne  
**State:** TX  
**Zip Code:** 76033

**WALGREEN CO.**  
**NAME:** Sophia Fasc  
**TITLE:** Pharmacy Manager  
**DATE:** 09/10/2015  
**DISTRICT NUMBER:** 335  
Send Legal Notices To Walgreens At:  
 Healthcare Innovations Group  
 200 Wilmot Rd  
 MS2222  
 Deerfield, IL 60015  
 Attn: Health Law - Divisional Vice President  
 cc: clinicalcontracts@walgreens.com

**WALGREENS COMMUNITY OFF-SITE CLINIC AGREEMENT  
 TERMS AND CONDITIONS**

**I. Walgreens' Responsibilities**

**Covered Services.** Subject to the limitations or restrictions imposed by federal and state contracts, laws, and regulations, and the availability of the appropriate immunization, Walgreens will provide the Covered Services to Participants. With respect to such Covered Services, the parties will comply with the procedures set forth herein.

**Provision of Health Care Professionals.** Walgreens will provide Client with the appropriate number of qualified health care professionals and technicians to provide Covered Services.

**Professional Judgment.** Walgreens may withhold Covered Services to a Participant for good cause, including but not necessarily limited to, the Participant's failure to pay for Covered Services rendered, requests by Participant for services inconsistent with the legal and regulatory requirements, or where, in the professional judgment of the health care professional, the services should not be rendered.

**II. Client's Responsibilities**

**Coordination.** Client will provide Participants with notice of the time and location in which Covered Services will be provided and provide a private, clean room location, tables and chairs for Walgreens' personnel and Participants. If applicable, Client will provide Participants with Walgreens-approved vouchers which Participants may redeem at a participating Walgreens store location.

**Access.** Client hereby grants to Walgreens, and to no other person or entity, access to its designated room or areas for the provision of Covered Services for the time and date(s) mutually agreed upon by the parties, in accordance with the provisions of this Agreement.

**III. Payment**

**Payment.** For the provision of Covered Services, Walgreens shall be reimbursed by Client or, to the extent agreed upon by the parties, by Participants, as set forth below. As used in this Agreement, "Usual and Customary Charge" shall refer to the amount charged to a cash customer for an immunization by the administering pharmacy at the time of administration, exclusive of sales tax or other amounts claimed.

**Payment by Client.** For those Covered Services reimbursed by Client, if any, Walgreens shall invoice Client monthly for such Covered Services at the lesser of the prices stated herein or the Usual and Customary Charge. Payments made by Client are due within thirty (30) days from receipt of the monthly invoice and must be sent to the remittance address stated on the invoice. The invoice will contain the following data elements, and no further information will be provided: Group ID, store number, prescription number, patient name, recipient number, physician name, cost, service fee, copayment amount, sales tax, total charge, date of service, and drug name/NDC.

**Payment by Participant.** For those Covered Services for which Walgreens will be reimbursed by Participant, if any, Walgreens will request from Participant evidence of coverage under third-party insurance or a government funded program (e.g., Medicare) prior to the provision of Covered Services. If such evidence is presented by the

**VI. Insurance**

**Insurance.** Each party will self-insure or maintain at its sole expense, and in amounts consistent with industry standards, Commercial General Liability Insurance and such other insurance as may be necessary to insure each respective party, its employees, and agents against any claim or claims for damages arising out of or in connection with its duties and obligations under this Agreement. Walgreens certifies it will maintain adequate Professional Liability Insurance during the term of this Agreement. Walgreens will automatically name Client as Additional Insured under its Commercial General Liability policy, as per the terms of Walgreens' insurance policy. Evidence of such insurance can be obtained by downloading the Walgreens Memorandum of Liability Insurance and Memorandum of Professional Liability Insurance and other relevant information regarding Walgreens' insurance program at <http://www.walgreens.com/contractualaffairs/insurance/insurance.html>.

**VII. General Terms**

**Confidentiality of PHI.** Both parties warrant that they will maintain and protect the confidentiality of all individually identifiable health information specifically relating to Participants ("Protected Health Information" or "PHI") in accordance with the Health Insurance Portability and Accountability Act of 1996 and all applicable federal and state laws and regulations. However, nothing herein will limit either party's use of any aggregated Participant information that does not contain PHI. This section will survive the termination of this Agreement.

**Advertising.** Neither party may advertise or use any trademarks, service marks, or symbols of the other party without first receiving the written consent of the party owning the mark and/or symbol with the following exceptions: Client may use the name and the addresses of Walgreens' locations in materials to inform Participants and the general public that Walgreens provides Covered Services. Any other reference to Walgreens in any Client materials must be pre-approved, in writing, by Walgreens.

**Force Majeure.** The performance by either party hereunder will be excused to the extent of circumstances beyond such party's reasonable control, such as flood, tornado, earthquake, or other natural disaster, epidemic, war, material destruction of facilities, fire, acts of terrorism, acts of God, etc. In such event, the parties will use their best efforts to resume performance as soon as reasonably possible under the circumstances giving rise to the party's failure to perform.

**Compliance.** The parties will comply with all applicable laws, rules, and regulations for each jurisdiction in which Covered Services are provided under this Agreement. Each party will cooperate with reasonable requests by the other party for information that is needed for its compliance with applicable laws, rules, and/or regulations. **Notices.** All notices provided for herein must be in writing sent by U.S. certified mail, return receipt requested, postage prepaid, or by overnight delivery service providing proof of receipt to the address set forth following the signature blocks. Notices will be deemed delivered upon receipt or upon refusal to accept delivery. **Entire Agreement.** This Agreement, which includes any

Participant and Walgreens is contracted with the third-party insurance or government funded program. Walgreens will submit the claim for that Participant and any copayment, coinsurance, deductible owed by the Participant will be billed at a later date. If such evidence is not provided at the time of service, Participant shall be responsible to compensate Walgreens at the lesser of the prices stated herein or the Usual and Customary Charge.

#### **IV. Terms and Termination.**

**Term and Termination** This Agreement will commence as of the Effective Date and will continue for one year. Either party may terminate this Agreement upon prior written notice to the other party.

**Effect of Termination** Termination will have no effect upon the rights or obligations of the parties arising out of any transactions occurring prior to the effective date of such termination.

#### **V. Indemnification**

**Indemnification** To the extent permitted by law, each party will indemnify, defend, and hold harmless the other party, including its employees and agents, from and against any and all third-party claims or liabilities arising from the negligence or wrongful act of the indemnifying party, its employees, or agents in carrying out its duties and obligations under the terms of this Agreement. This section will survive the termination of this Agreement.

and all attachments, exhibits, riders, and other documents referenced herein, constitutes the entire and full agreement between the parties relating to the subject matter herein and supersedes any previous contract and no changes, amendments, or alterations will be effective unless reduced to a writing signed by a representative of each party. Any prior agreements, documents, understandings, or representations relating to the subject matter of this Agreement not expressly set forth herein or referred to or incorporated herein by reference are of no force or effect.

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*Walgreens*  
AT THE CORNER OF HAPPY & HEALTHY™



Thank you!  
Your Community Offsite  
Immunization Clinic Agreement  
has been submitted successfully!