



COMMUNITY OFF-SITE CLINIC AGREEMENT

This **COMMUNITY OFF-SITE CLINIC AGREEMENT** ("Agreement") by and between the party indicated below ("Group"), 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 Group and Walgreens (the "Effective Date").

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

Group Facility Location(s)*:

Street Address	City	State	Zip Code

*Additional locations may be listed on an attachment.

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

GROUP: _____

WALGREEN CO.

SIGNATURE: _____

SIGNATURE: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

Legal Notice Address:

DISTRICT NUMBER: _____

DISTRICT NAME: _____

Legal Notice Address:

Walgreen Co.
104 Wilmot Road, MS 1446
Deerfield, IL 60015

Attn: Health Law – Divisional Vice President
cc: RCS.Implement@walgreens.com

<u>Immunization (check all that apply)</u>	<u>Price*</u>
<input type="checkbox"/> Influenza (Injectable)	\$ _____ **
<input type="checkbox"/> Pneumonia	\$ _____
<input type="checkbox"/> Tdap	\$ _____
<input type="checkbox"/> Shingles	\$ _____
<input type="checkbox"/> Meningitis	\$ _____
<input type="checkbox"/> HPV	\$ _____
<input type="checkbox"/> Hepatitis B	\$ _____
<input type="checkbox"/> Hepatitis A	\$ _____
<input type="checkbox"/> Other ()	\$ _____
<input type="checkbox"/> Other ()	\$ _____

*Price includes vaccine and administration.

**The influenza price is based on following minimum number to be invoiced. The price will remain even if the number of immunizations exceeds the minimum.

Minimum # to be invoiced	Direct Bill (Y or N)	Voucher (Y or N)

UPON SIGNATURE BY BOTH PARTIES, Email completed sheet to rsc.implement@walgreens.com by following these steps:

- 1) Open Email, Go to Pharmacy Management in Intercom Plus
- 2) Go to Phone>Fax Create
- 3) Scan Documents
- 4) Click on Preview in PDF Format
- 5) From the PDF View, Select File>Send>Page by Email
- 6) Document is ready to send as an attachment

WALGREENS COMMUNITY OFF-SITE CLINIC AGREEMENT

TERMS AND CONDITIONS

I. Walgreens' Responsibilities

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

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

Professional Judgment. Walgreens may withhold Covered Vaccine Services to a Participant for good cause, including but not necessarily limited to, the Participant's failure to pay for Covered Vaccine 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. Group's Responsibilities

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

Access. Group hereby grants to Walgreens, and to no other person or entity, access to its designated room or areas for the provision of Covered Vaccine Services for the time and date(s) mutually agreed upon by the parties, in accordance with the provisions of this Agreement. Group shall provide direct supervision by a certified employee in accordance with FS 1012.468(2)(a)1 and 2 at all times any Walgreen employee or agent is present on group facilities where students are located and are providing services pursuant to this agreement. Walgreens employees or agents shall only be on group facilities where students are located when they are under said direct supervision.

Payment. For the performance of Covered Vaccine Services, at the time of service, either Group or Participant shall compensate Walgreens at the lesser of the prices stated herein or the Usual and Customary Charge for the Vaccine at the time of administration. Payments made by Group are due within thirty (30) days from receipt of the monthly invoice. As used in this Agreement, "Usual and Customary Charge" shall refer to the amount charged to a cash customer by the administering pharmacy, exclusive of sales tax or other amounts claimed. However, if the Covered Vaccine Services for a Participant are covered under a third-party insurance contracted with Walgreens or a government funded program (e.g., Medicare), Walgreens will submit the claim to the third-party insurance or the government program for payment and any copayment, coinsurance, deductible owed by the Participant will be billed at a later date.

III. Term 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.

IV. 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 claims or liabilities, including, but not limited to, injuries or death, 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. Group is a political subdivision of the State of Florida and expressly does not agree to indemnification beyond the limitations of sovereign immunity.

V. 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 Professional 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. If Group requires Walgreens to name Group as Additional Insured under its Commercial General Liability policy, such Group will automatically be named 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 www.walgreens.com/Insurance. Group is a political subdivision of the State of Florida and expressly does not waive its entitlement to the limits of sovereign immunity as provided in the statutes or constitution of the State of Florida.

VI. 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. Walgreens will comply with the Florida public records law in the event it has in its custody Client employee records which are subject to said law.

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: Group may use the name and the addresses of Walgreens' locations in materials to inform Participants and the general public that Walgreens provides Covered Vaccine Services. Any other reference to Walgreens in any Group 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.

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

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 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.

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

Fill Out Sections 1-4 for ALL Offsite Opportunities

1. Organization Name: <div style="border-bottom: 1px solid black; height: 1.2em; width: 100%;"></div>	2. Sheet Submitted by (Walgreens Info): Name: _____ Phone Number: (____) ____ - ____ Email: _____ Store # (if applicable): _____
3. Offsite Clinic Location Information: Local Contact Name: _____ Phone Number: (____) ____ - ____ Address 1: _____ Address 2: _____ City: _____ State: _____ Zip Code: _____ Clinic Date: _____ Clinic Time: _____ Estimated # of Shots: _____	4. Walgreens Information: District # Hosting the Clinic: _____ Rx Supervisor: _____ Rx Supervisor Phone: (____) ____ - ____ Store # Hosting Clinic: _____

Check All Payment Options That Apply:

- ☐ Employer Billed Locally by Store
☐ Billing Employer Directly - employer will be billed corporately – **ONLY AVAILABLE IF MINIMUM # TO BE INVOICED IS 100 OR MORE** (fill out section below)
☐ Cash
☐ Medicare Part B
☐ Billing Pharmacy Insurance (includes Medicaid, Medicare Part D, etc.)
☐ Billing Medical Insurance

Fill Out This Section IF Billing Employer Directly THIS OPTION IS ONLY AVAILABLE IF MINIMUM # TO BE INVOICED IS 100 OR MORE	
Where Should Invoice(s) be Sent? Name: _____ Address 1: _____ Address 2: _____ City: _____ State: _____ Zip Code: _____ Phone Number: (____) ____ - ____ Email: _____	Is Employer Tax Exempt?* <input type="checkbox"/> Yes <input type="checkbox"/> No Does Employer Need Walgreens W-9? <input type="checkbox"/> Yes <input type="checkbox"/> No Will patient pay a portion of the cost?* (Copay) <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, what is the copay? _____
<p>If the employer requests to be billed directly, the Walgreens Immunization Implementation Team will send the billing code(s) to you within 5 business days. The client will then be billed directly by the Walgreens Corporate office for all vaccinations processed through Intercom Plus using this billing code(s).</p> <p><small>*If the employer would like the patient to pay a portion of the cost, payment must be collected from each patient on the day of the clinic.</small></p> <p><small>**If the employer is tax exempt, they will need to provide a copy of their tax exemption letter and this must be submitted with the Community Offsite Agreement.</small></p>	
<p style="text-align: center;">IF Employees/Patients Will Pay Cash</p> <p>Discounted cash prices can be offered on Flu (injectable vaccine, pre-filled syringes and Mutidose vials only), Tdap, and Meningitis vaccines.</p> <ul style="list-style-type: none"> The billing codes for the discounted prices can be found on StoreNet> Patient Care> Immunization Services> Immunization Offsite Program <p>Collect payment for the vaccine(s) provided on the day of the clinic.</p>	