

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



Walgreens Community Off-Site Agreement

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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** 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.

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				
45	Influenza - Standard/PF Injectable (trivalent) (Submit Claims to Pharmacy Insurance)			
Local Contact Name Karin Diaz	Local Contact Phone 954-973-0300	Local Contact Email karindiaz@margatefl.com		
Address1 6009 NW 10TH ST	Address2	City MARGATE	State FL	Zip 33063
Clinic Date 10/21/2015	Start Time 10:00am	End Time 1:00pm		

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

CLIENT: NW FOCAL POINT SENIOR CENTER DIS

NAME: KARIN DIAZ

TITLE: PROJECT DIRECTOR

DATE:

Send Legal Notices To Client At:

Attention to: CITY ATTORNEY

Address1: 5790 MARGATE BLVD.

Address2:

City: MARGATE

State: FL

Zip Code: 33063

WALGREEN CO.

NAME: Timothy Martinez

TITLE: Store Manager

DATE: 07/31/2015

DISTRICT NUMBER: 658

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

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

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

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 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. 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.

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.

<http://www.walgreens.com/topic/about/insurance/management.jsp>.

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 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.

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

PLEASE PRINT CLEARLY

Client: Northwest Focal Point Senior Center District

By: _____

Print Name: _____

Title: _____

Contract Address: 6009 NW 10th Street

Margate FL 33063

Contact Phone #: 954-973-0300

-

By: _____

Print Name: _____

Title: _____

Contract Address: 6009 NW 10th Street

Margate FL 33063

Contact Phone #: 954-973-0300

Email address: karindiaz@margatefl.com

Walgreens Co.

By: _____

Print Name: Timothy Martinez

Title: Community Leader

Contract Address: 7150 W Atlantic Blvd.

Margate FL 33063

Contact Phone #: _____

Email address: _____

NORTHWEST FOCAL POINT SENIOR CENTER

FLU SHOT PROGRAM

This agreement entered into between the Northwest Focal Point Senior Center District,
and _____
(Print Name)

I authorize the administration of a flu shot. I understand that the Northwest Focal Point Senior Center is providing me with an opportunity to receive a flu shot which has been provided to the Northwest Focal Point Senior Center from WALGREENS CO., that same is for my convenience, and that I am taking this flu shot voluntarily at the Northwest Focal Point Senior Center. I understand that there are possible risks associated with the flu shot and that there exists the possibility that I will have an adverse reaction which may, depending upon my physical condition have serious physical consequences.

I have had an opportunity to discuss my receipt of a flu shot with my physician.

In consideration of my receipt of a free flu shot, I agree to hold the Northwest Focal Point Senior Center District, its officers, employees and agents harmless from any and all claims, suits, judgments, causes of action, damages, costs, expenses and attorney's fees which I shall or may suffer as a result of receiving the flu shot. I further particularly understand that I release the WALGREENS CO. and the Northwest Focal Senior Center District, its officers, employees and agents from all responsibility from any damage that I or my successors may sustain from the flu shot or its administration.

Signature of Witness

Date

Signature of Witness

Date

Signature

Date

Flu Shot Recipient's Address

Flu Shot Recipient's Phone No.

Flu Shot Recipient's Medicare No.
(optional)

EXHIBIT A

Location of Influenza Vaccination Services

Total Number of Locations: 1

Location #1

Company Name: Northwest Focal Point Senior Center District

Address of Clinic: 6009 NW 10th Street, Margate, FL 33063

Street Address

City and Zip

Company contact name at clinic: Carol Tretakis, RN

Company Phone number at Clinic site: (954) 973-0300

Date(s) of On-site Clinic: Wednesday October 21st, 2015 from 10:00am to 1:00pm