

MEMORANDUM OF AGREEMENT
BETWEEN
JEFFERSON COUNTY BOARD OF EDUCATION
AND
RITE AID
LOUISVILLE, KENTUCKY

This Agreement entered on October 26, 2016 between the Jefferson County Board of Education ("JCBE") having its office at 3332 Newburg Road, Louisville, Kentucky 40218 and Rite Aid, having its office at 11838 Capital Way, Louisville, KY 40299 on behalf of itself and its retail pharmacies located in Jefferson County, Kentucky ("Rite Aid"), for the use of Jefferson County Public Schools' ("JCPS") facilities by the Rite Aid employees to provide influenza immunizations to employees through a community health partnership initiative that would minimize absenteeism related to the influenza virus. The Centers for Disease Control (CDC) recommends an annual influenza vaccine as the first and best way to protect against influenza.

GENERAL TERMS OF AGREEMENT:

1. The terms of the Agreement shall be reviewed annually, during the year, or as the need arises, by the respective administrative officers of Rite Aid and JCPS.
2. This Agreement shall be effective beginning on October 26, 2016 and ending on October 26, 2017. This Agreement shall automatically renew for successive one-year terms for five years terminating on October 26, 2021. This Agreement may be terminated immediately by mutual consent of the Parties or by either Party upon ninety (90) days written notice to the other party. If JCBE terminates this Agreement, the Rite Aid employees will be permitted to complete the program for the period in which the ninety (90) day notice becomes effective.
3. JCBE and Rite Aid are independent parties and neither shall be construed to be an agent or representative of the other party, and therefore have no liability for the acts or omissions of the other party. Nothing in this Agreement shall be deemed to create an employment relationship between JCBE and Rite Aid representatives.
4. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.
5. This Agreement contains the entire agreement between JCBE and Rite Aid relating to the subject matter hereto and supersedes any and all prior agreements, either written or oral; provided, however, that any written agreements executed contemporaneously with the execution of this Agreement and incorporated herein by reference shall remain in full force and effect.

RITE AID AGREES TO:

1. Providing flexibility in hours and dates and will accommodate a full schedule to ensure all JCPS staff receive the opportunity to be vaccinated.
2. Providing Pharmacists to administer the clinics, and they will arrive at least 15 minutes prior to the clinic to set up and prepare themselves to administer the influenza vaccine.
3. Bringing all paperwork, vaccines, and supplies associated with giving immunizations, including disposal of sharps emergency supplies.
4. Maintaining records of all immunizations administered for the period required by applicable law. Before immunization, vaccine candidates will be screened regarding previous adverse events, receipt of blood or antibody products, pregnancy, and underlying diseases according to indications and

contraindications recommended in current guidelines from the Advisory Committee on Immunization Practices (ACIP) of the U.S. Centers for Disease Control and Prevention (CDC). All vaccine candidates will be informed of the specific benefits and risks of the vaccine offered and will be provided with a Vaccine Information Statement (VIS) as required by law. All patients will be observed for a suitable period of time after the immunization for adverse events.

5. Provide a voucher option that can be utilized at any Rite Aid if a staff member is unable to attend the clinic. There is no charge to print the vouchers.
6. Providing a written immunization record. This immunization record will serve as the staff member's personal immunization record and a receipt for services provided. The immunization will be promptly reported to the patient's primary care provider by fax within 14 days.
7. Treating adverse events and/or anaphylaxis following vaccine administration, and pharmacists will adhere to Rite Aid emergency procedures. Also, in the case of an adverse event the pharmacist shall complete and submit the Vaccine Adverse Event Reporting System (VAERS) for the CDC, the protocol physician, and the patient's primary care practitioner, if known.
8. Rite Aid represents to JCBE that it has industry standard professional liability insurance covering the services under this Agreement. Require and verify that all employees/volunteers are covered by professional liability insurance in amounts no less than \$1,000,000/\$3,000,000 and provide a certificate of insurance to JCBE.
9. Meeting at appropriate times with the Coordinator of JCPS Health Services and/or his/her designee to create schedules for JCPS locations and evaluate the services being provided. Rite Aid will not contact schools directly to set up a schedule for the clinics.
10. Inform Rite Aid employees that they are not entitled to wages from JCBE for their activities during the period of affiliation with JCBE and that they are not employees of the JCBE when they are assigned to use the JCPS facilities.
11. Require all Rite Aid vaccine administrators to complete a Criminal Records Check per JCBE requirements. Rite Aid vaccine administrators convicted of or pleading guilty to sexual or drug offenses or any felony offense shall not provide services hereunder.
12. Notify the JCPS Health Services Coordinator and school designee of variations in the schedule due to illness, inclement weather, etc.
13. Rite Aid agrees to bill each standard trivalent flu vaccine to Medicare Part B or the JCBE employee's health plan for which Rite Aid has an agreement, if available. This billed amount shall include the costs associated with the flu shot and the administration fee. Any JCBE employee not covered will be charged \$25.99 at the time of service.
14. Billing Medicare Part B, United Healthcare Medical billing, Aetna Medical billing and Tricare for the influenza vaccination given to a covered patient resulting in \$0 copay.
15. No set up fee or a charge for the time the pharmacist is at the clinic.
16. Provide JCPS with the number of JCPS employees who Rite Aid gave influenza immunizations under this Agreement; provided, however, that Rite Aid will not disclose any protected health information about JCBS employees.
17. To indemnify and hold Jefferson County Board of Education, its' employees and Board members, harmless against loss, liability, claims, demands, actions, damages and expenses in connection therewith, including attorneys' fees and expenses if litigation, if any, respecting providing professional healthcare services by provider to the children of the program.

JEFFERSON COUNTY BOARD OF EDUCATION AGREES TO:

1. Provide the use of facilities for Rite Aid employees. Such facilities shall be mutually agreed upon by JCPS administrative personnel and Rite Aid administrative personnel. Such facilities shall be available annually during the academic year.
2. When and where possible, provide the use of conference rooms, teaching and instructional areas, library facilities and resources.
3. Assist Rite Aid employee with the interpretation of JCBE policies and procedures.
4. Ensure a minimum of a table and 2 chairs to provide immunization services at each location.

RITE AID



William A. Webb
Pharmacy District Manager Region 50314

JEFFERSON COUNTY BOARD OF EDUCATION

Donna M. Hargens, Ed.D
Superintendent

Date

10/7/16

Date