

AMENDMENT NO. 1 TO
MEMORANDUM OF AGREEMENT
BETWEEN
JEFFERSON COUNTY BOARD OF EDUCATION
And
WALGREENS
LOUISVILLE, KENTUCKY

This Amendment No. 1 to the Memorandum of Agreement ("**Amendment No. 1**") is made and entered into as of this 29th of August, 2018 by and between the Jefferson County Board of Education (hereinafter "**JCBE**") and Walgreen Co., on behalf of itself and its retail pharmacies located in Jefferson County, Kentucky (hereinafter "**Walgreens**");

Whereas, this Amendment No. 1 is being entered into for the purpose of amending the terms of that certain Memorandum of Agreement dated June 9, 2015 between Walgreens and the JCBE (the "**Agreement**") pursuant to which Walgreens provides immunizations to JCBE employees; and

Whereas, the parties hereto desire to change the terms of the Agreement as described below to allow for Walgreens' administration of immunizations to students, their relatives and/or guardians in addition to JCBE employees and to add additional immunizations to the scope of the Agreement as set forth on Attachment A, attached hereto and incorporated herein.

Now, Therefore, in consideration of the mutual premises and covenants of the parties hereto, the parties hereto do mutually covenant and agree as follows:

1. The Agreement is hereby amended to include students, their parents and/or guardians in addition to JCBE and JCPS employees. Accordingly, (A) the first sentence of the initial paragraph of the Agreement is hereby amended to delete "to provide influenza immunizations to employees through a community health partnership that would minimize absenteeism related to the influenza virus." and replace the deleted language with "to provide the immunizations on Attachment A to employees, students and/or parents and/or guardians of JCBE and JCPS students ('**Participants**') through a community health partnership that would minimize absenteeism and potential student exposure related to communicable conditions." and (B) the final sentence of such initial paragraph is hereby deleted in its entirety and replaced with "The Centers for Disease Control (CDC) recommends routine preventive immunizations." and (C) all references to JCBE and/or JCPS employees in the Agreement are hereby deleted and replaced with "Participant"
2. The Agreement is hereby amended to add the additional immunizations on Attachment A, and to provide for the use of JCPS' facilities by Walgreens employees to provide such immunizations to Participants.
3. Paragraph 2 of Page 2 of 3 of the Agreement ("Walgreens Agrees To:" section) shall be deleted in entirety and replaced with the following:

- "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 vaccines."
4. Paragraph 13 of Page 2 of 3 of the Agreement ("Walgreens Agrees To:" section) shall be deleted in entirety and replaced with the following:
- "13. Walgreens shall provide the immunizations set forth in Attachment A, attached hereto and incorporated herein, at designated JCBE worksite locations. When required by applicable laws, Walgreens will require Participants to provide a valid prescription from their physician or allow the health care professional to contact their physician to obtain a valid prescription. In addition, Participants or their representatives will be required to complete a Walgreens' vaccine administration record and consent form before receiving an immunization. For those immunizations where: (i) the Participant or Participant's representative provides evidence of coverage under third-party insurance or a government funded program (e.g., Medicare) prior to the provision of immunization(s); (ii) and Walgreens is contracted with such 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 collected at the time of service or billed to the Participant or Participant representative at a later date. If such evidence is not provided at the time of service, Walgreens will collect from the JCBE employee as set forth in paragraph 5 of the "Jefferson County Board of Education Agrees To" section below."
5. Paragraph 15 on Page 3 of 3 shall be deleted in its entirety and replaced with the following:
- "15. Provide JCPS with the aggregate number of JCPS Participants to whom Walgreens administered any of the immunizations under this Agreement; provided however, that Walgreens will not disclose any protected health information about JCPS Participants."
6. The following obligations are added to Page 3 of the 3 of the Agreement ("Jefferson County Board of Education Agrees To:" section) and are additional obligations of JCBE:
- "5. For the performance of services set forth on Attachment A, Walgreens agree to bill each immunization to the Participant's third-party insurance or a government funded program, if applicable. For those immunizations provided to Participants who do not present evidence of coverage by a health plan or government funded program who has an agreement with Walgreens for such immunization, Walgreens will either collect from the Participant at the lesser of the prices stated on Attachment A or the Usual and Customary Charge. If a claim for reimbursement is later denied by third-party insurance or a government funded program, the Parties agree that Walgreens can seek reimbursement from the Participant. 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: (i) sales tax; (ii) discounts claimed, and (iii) discounts provided for prescription drug savings card or other similar discounts.

7. The following additional sections are added to the Agreement after the "Jefferson County Board of Education Agrees To:" section:

"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 INDEMNIFICATION provision will survive the termination of this Agreement.

INSURANCE. Each Party will self-insure or maintain at its sole expense, and in amounts consistent with industry standards, such 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 will automatically name JCBE as an Additional Insured under its applicable insurance policy(ies). Evidence of such insurance can be downloaded from Walgreens' website. JCBE will provide a memorandum or certificate of insurance coverage to Walgreens upon request. "

8. All other provisions of the Agreement not amended herein shall remain in full force and effect.
9. This Amendment No. 1 may be executed in counterparts, each of which shall be deemed an original.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, JCBE and Walgreens have executed this Amendment No. 1 as of the date last written below.

Jefferson County Board of Education

By: _____

Name: Dr. Martin Pollio

Title: Superintendent

Date: _____

NOTICE ADDRESS:

Walgreen Co.

By: _____

Name: Scott Schuler

Title: Group Vice President
Contracting & Pricing

Date: 8-7-18



NOTICE ADDRESS:

Walgreen Co.
104 Wilmot Road, MS 1446
Deerfield, IL 60015
Attn: Managed Markets Legal

AND SEND VIA EMAIL TO:

HealthLawLegalNotices@Walgreens.com

ATTACHMENT A

REIMBURSEMENT

1. For each Immunization administered to a Participant who does not present evidence of coverage under third-party insurance or a government funded program at the time of service as set forth in Paragraph 13 on Page 2 of the Agreement, Walgreens will bill the Participant at the rates set forth in Table 1 below, reduced by any applicable copayment.

TABLE 1- IMMUNIZATIONS

Vaccine Name	Rates (includes vaccine, dispensing fee and administration fee)*
Influenza	\$25.99
Hepatitis A – Adult	\$113.99
Pneumococcal (Pneumovax)	\$109.99
Pneumococcal (Prevnar 13)	\$229.99
Shingrix	\$169.99

*These rates shall apply to the extent the Participant does not have coverage under a third party health insurance or government funded program plan which covers the cost of such immunization.

2. Walgreens may propose new rates to JCBE each year or influenza season. Upon receipt of Walgreens' proposal, JCBE will work in good faith with JCBE to amend the document to reflect the new rates.
3. If the Wholesale Acquisition Cost ("WAC") or Average Wholesale Price ("AWP") for any immunization increases by 2.0% or greater during the initial or any renewal term of this Agreement, Walgreens has the right to increase the contracted flat rate of the immunization to the same proportional increase of the WAC or AWP due to a manufacturer cost increase. The new rate will be effective 10 days following JCBE's receipt of the rates unless JCBE notifies Walgreens that it does not agree to the adjusted rates within the 10 day period, in which case Walgreens may discontinue providing covered services for those immunizations.

**MEMORANDUM OF AGREEMENT
BETWEEN
JEFFERSON COUNTY BOARD OF EDUCATION
AND
WALGREENS
LOUISVILLE, KENTUCKY**

This Agreement entered on June 9, 2015 between the Jefferson County Board of Education ("JCBE") having its office at 3332 Newburg Road, Louisville, Kentucky 40218 and Walgreens Co., having its office at 200 Wilmot Road, Deerfield, IL 60015 on behalf of itself and its retail pharmacies located in Jefferson County, Kentucky ("Walgreens"), for the use of Jefferson County Public Schools' ("JCPS") facilities by the Walgreens 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 Walgreens and JCPS.
2. This Agreement shall be effective beginning on June 9, 2015 and ending on June 9, 2016. The parties acknowledge and agree that influenza immunizations will only be given until June 30, 2016, subject to the availability of influenza vaccine. Following the initial term this Agreement shall automatically renew for successive one-year terms for five (5) years terminating on June 9, 2020. 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 Walgreens employees will be permitted to complete the program for the period in which the ninety (90) day notice becomes effective.
3. JCBE and Walgreens 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.
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 Walgreens 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.

WALGREENS 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 for the period required by applicable law. administered and 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 Walgreens 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 Walgreens 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. Walgreens represents to JCBE that it has industry standard professional liability insurance covering the services under this Agreement. .
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. Walgreens will not contact schools directly to set up a schedule for the clinics.
10. Inform Walgreens 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. Represents and warrants that it requires all Walgreens employees to complete a Criminal Records Check per its standard policies and procedures.
12. Notify the JCPS Health Services Coordinator of variations in the schedule due to illness, inclement weather, etc.
13. Walgreens agrees to bill each standard trivalent flu vaccine to Medicare Part B or the JCBE employee's health plan for which Walgreens 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. No set up fee or a charge for the time the pharmacist is at the clinic.
15. Provide JCPS with the number of JCPS employees who Walgreens gave influenza immunizations under this Agreement; provided, however, that Walgreens will not disclose any protected health information about JCBS employees.

JEFFERSON COUNTY BOARD OF EDUCATION AGREES TO:

1. Provide the use of facilities for Walgreens employees. Such facilities shall be mutually agreed upon by JCPS administrative personnel and Walgreens administrative personnel. Such facilities shall be available annually during the academic year, however, such use may not interfere with the instructional program of JCPS.
2. When and where possible, provide the use of conference rooms, teaching and instructional areas, library facilities and resources.
3. Assist Walgreens employees 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.



WALGREEN CO.

Scott Schuler
Divisional Vice President, Contracting

Date

5/7/15

JEFFERSON COUNTY BOARD OF EDUCATION

Donna M. Hargens
Donna M. Hargens, Ed.D
Superintendent

Date

6/9/15