

VACCINE SERVICES AGREEMENT

THIS VACCINE SERVICES AGREEMENT (this “Agreement”), dated as of **October 3, 2022** (the “Effective Date”) is by and between **Genoa Healthcare LLC** (“Pharmacy”), and **Pierce County Fire District #27**(“Contracting Entity”).

RECITALS

- A.** Contracting Entity operates and/or manages a (check one):
 - Community Mental Health Center
 - Hospital
 - Assisted Living Facility
 - Independent Living Facility
 - Group Home
 - Correctional Facility or Correctional Program
 - Substance Use Program
 - Outpatient Clinic
 - Other (Describe: _____);

- B.** Contracting Entity desires to contract with Pharmacy to provide Vaccine Products (as defined in Exhibit A of this Agreement) and administer such products (“Administration Services”) to individuals (i) who utilize Contracting Entity’s facilities or services, or (ii) with respect to whom Contracting Entity has jurisdiction or supervisory responsibility (collectively, “Covered Individuals”).

- C.** Pharmacy is licensed and capable of providing Vaccine Products and Administration Services.

In consideration of the mutual agreements and promises hereinafter set forth, the sufficiency and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. RESPONSIBILITIES OF PHARMACY

- 1.1** Pharmacy shall provide the Vaccine Products listed on Exhibit A for administration to Covered Individuals identified by the Contracting Entity.

- 1.2** Pharmacy shall provide Administration Services to Covered Individuals at a mutually agreeable location and time (“Vaccine Clinic”).

- 1.3** Pharmacy shall bill and collect for the Vaccine Products and the Administration Services provided to Covered Individuals in accordance with Section 3 of this Agreement.

- 1.4** Pharmacy shall provide the Administration Services in accordance with the terms of this Agreement and applicable federal, state and local laws, rules and regulations (“Applicable Law”).

2. RESPONSIBILITIES OF CONTRACTING ENTITY

- 2.1** Contracting Entity agrees to make available designated areas, including tables and chairs, at the Vaccine Clinic’s agreed upon location(s) (each a “Facility”) in **Schedule 1.2** for Pharmacy to provide Administration Services.

- 2.2** Contracting Entity is responsible for allowing the use of the Facility during the Vaccine Clinic and for providing all utilities associated with such use.

- 2.3** Contracting Entity shall provide adequate personnel to support the coordination of the Administration Services provided by Pharmacy, including, but not limited to, collecting names and information of Covered Individuals seeking to receive Administration Services and providing such information to Pharmacy.

- 2.4 Contracting Entity agrees to hold Pharmacy harmless from any damages related to negligence or failure on the part of the Contracting Entity, its contractors, volunteers, or representatives to perform a function or duty in carrying out the provisions of this Agreement.

3. BILLING AND COMPENSATION

- 3.1 **Billing and Collection:** Pharmacy shall bill and collect from the Contracting Entity for Vaccine Products and Administration Services provided to the Covered Individuals under this Agreement (“Product and Service Fee”). Contracting Entity agrees to remit payment in full for any Product and Service Fees within thirty (30) days of the date of such invoice.
- 3.2 **Compensation:** Pricing for the Product and Service Fee shall be accordance with the amount set forth in Exhibit A of this Agreement.

4. TERM AND TERMINATION

The term of this Agreement shall commence on the Effective Date and shall continue in effect, until terminated in accordance with the succeeding sentence. Either party may terminate this Agreement with or without cause with thirty (30) days advance written notice to the other party.

5. MARKETING

The Parties agree to collaborate when making a public statement regarding the Pharmacy providing Administration Services at the Facility. Notwithstanding the foregoing, neither party shall utilize the other’s name or logo without such party’s prior written consent.

6. MISCELLANEOUS

- (a) Each party represents and warrants to the other party that this Agreement has been duly authorized, executed and delivered by such party and constitutes its valid and binding obligation.
- (b) Each party agrees to keep the terms of this Agreement and any confidential or proprietary information received by such party from the other party strictly confidential, subject to customary exceptions.
- (c) This Agreement shall not be assigned, in whole or in part, by any party hereto without the prior written consent of the other party.
- (d) Notices or communications to be given under this Agreement will be given to the respective parties in writing at the address for such party listed on the signature page hereof.
- (e) The rights and obligations of the parties under this Agreement shall be governed by and construed and enforced in accordance with the substantive law of the state in which Contracting Entity is located.
- (f) Waiver by either party of a breach or violation of any provision of this Agreement will not operate as, or be construed to be, a waiver of any prior, concurrent or subsequent breach.
- (g) The parties to this Agreement shall be deemed to be independent contractors to each other.
- (h) This Agreement and any amendments or addenda hereto or thereto constitute the entire agreement between the parties regarding the subject matter hereof, and supersede all prior or contemporaneous discussions, representations, correspondence and agreements, whether oral or written, pertaining thereto.
- (i) This Agreement may be amended or modified only by a writing duly executed by both parties.
- (j) If any term or provision of this Agreement is held invalid or unenforceable to any extent, the remainder of this Agreement will not be affected thereby unless doing so will materially alter the rights or obligations of either party.


(k) This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which, when taken together, shall constitute one and the same agreement.

The undersigned represent that they are duly authorized to execute this Agreement on behalf of the party for whom they sign; and such party shall be bound by the terms of this Agreement.

Pierce County Fire District #27

Genoa Healthcare LLC

By: *Jim Bixler*
Jim Bixler (Oct 7, 2022 11:50 PDT)

By: 
Amr Elebiary (Oct 7, 2022 11:52 PDT)

Name: Jim Bixler

Name: Amr Elebiary

Title: Fire Chief

Title: DVP

Date of Execution: 10/07/2022

Date of Execution: 10/07/2022

Contracting Entity Address:

Pharmacy Address:

253-884-4040 Anderson Island Fire Rescue 12207 Lake Josephine Blvd Anderson Island WA 98303	253-617-7111 9330 59th Avenue SW Suite 179 Lakewood WA 98499
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SCHEDULE 1.2

Date-Time-Location of Administration Services

Date: Saturday, October 8, 2022

Time: 8:00AM-12:00PM

Location: Anderson Island Fire/Rescue

Exhibit A
Vaccine Products and Pricing

FLULAVAL QUADRIVALENT and FLUARIX QUADRIVALENT

Approved for use in persons aged 6 months and older.

Flulaval NDC: 01951-5808-52

Fluarix NDC: 58160-0890-52

*Flulaval will be the primary product in circulation, Fluarix is a backup that some sites may see. These are equivalent products

	Price per dose
Facility price (with administration)	\$ 30.00

FLUAD Quadrivalent with MF59® Adjuvant

Approved for use in persons aged 65 and older

Fluad NDC: 70461-0122-03

Adjuvanted Flu Vaccine (Fluad PFS: 65+)	Price per dose
Facility price (with administration)	\$ 60.00