



IMMUNIZATION SERVICE AGREEMENT

This **IMMUNIZATION SERVICE AGREEMENT** ("Agreement") by and between the party indicated below ("Client"), and Walgreen Co., on behalf of itself and 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"). Walgreens and Client may be individually referred to as a "Party" or collectively as the "Parties."

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Client and Walgreens, hereby agree Walgreens will provide the immunizations as indicated in Attachment A consisting of dispensing and administering of such immunizations ("Immunizations") according to the terms and conditions contained in Attachment B, to a participant population agreed to by the Parties ("Participants") at mutually agreed upon location(s). Attachments A and B, attached hereto and incorporated herein by reference, are made part of and subject to the Agreement and in no event shall any other attachments, alterations or revisions be applicable unless without the expressed written consent of Walgreens.

IN WITNESS WHEREOF, Client and Walgreens have executed this Agreement.

Client: Florida Housing Finance Corporation

Name: Hugh R. Brown

Signature: *Hugh R. Brown*

Title: General Counsel

Date: 10/14/2022

**WALGREEN
CO.**

Name: Marva Williams Bates RPh

Signature: *Marva Williams Bates*

RPh

Title: Pharmacy Manager

Date: 10/13/2022

Legal Notice Address:

FLORIDA HOUSING FINANCE CORP
227 N. Bronough St., Suite 5000
Tallahassee, FL 32301
Attn: Jenny Marshall

Legal Notice Address:

Walgreen Co.
104 Wilmot Road, MS 1446
Deerfield, IL 60015
Attn: Managed Markets Legal (flu/covid-combo)

AND SEND VIA EMAIL TO:

HealthLawLegalNotices@walgreens.com

For questions regarding this agreement please contact:

Name: Marva Williams Bates RPh

Email: rxm.04311@store.walgreens.com

Phone: (850) 907-0112

ATTACHMENT A

ARTICLE I

1.1 In accordance with the Agreement, for each Immunization administered whether through a Voucher or at an Off-Site Clinic(s), Walgreens will be entitled to the applicable reimbursement at the rates set forth in Table 1, below plus any government imposed taxes, on such products or services, however styled, using the payment billing method agreed to by the Parties indicated below. The Parties agree Immunizations are valid only for those listed in Table 1 below and which are approved by the U.S. Food and Drug Administration ("FDA") as of the Effective Date. Client acknowledges that the fees and rates set forth in the Agreement are Walgreens' Confidential Information and Client agrees not to disclose this information to any third-party other than as minimally necessary under the terms of this Agreement. Unless otherwise indicated below, the rates listed in Table 1 are inclusive of the cost of vaccine, dispensing fee, and administration fee.

Table I

Immunization Vaccine Name	Payment Billing Method	Voucher Rates	Off-Site Clinic Rates
Flu - Standard QIV	Submit Claims to Insurance		

[END OF ATTACHMENT A]

Clinic Location: A

Location: 227 N BRONOUGH ST STE
5000
TALLAHASSEE, FL 32301

Date: 10/27/2022
Time: 9:30 am - 12:30
pm

Contact: Hugh Brown
Phone: (850) 488-4197
Email: Jenny.Marshall@floridahousing.org

Immunization

Payment

Est. Shots

Influenza - Standard Injectable Quadrivalent

Submit Claims to Insurance

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ATTACHMENT B

TERMS AND CONDITIONS

I. WALGREENS' RESPONSIBILITIES

1.1 Immunizations. Subject to the limitations or restrictions imposed by federal and state contracts, laws, and regulations, and the availability of the appropriate Immunizations, Walgreens will administer the Immunizations to Participants either directly or through an authorized provider. With respect to such Immunizations, the Parties will comply with the procedures set forth herein. When required by state law, 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; however, for certain specific Immunizations, Walgreens may be responsible for obtaining standing orders from physicians. Participants will be required to complete a Walgreens' vaccine administration record and consent form before receiving an Immunization.

1.2 Professional Judgment. Walgreens may withhold administration of Immunizations to a Participant for good cause, including but not limited to, Client's or Participant's (where applicable) failure to pay for Immunization, 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. CLIENT'S RESPONSIBILITIES

2.1 Vouchers. If the Parties agree in writing that Walgreens will administer Immunizations upon receipt of a Walgreens' approved voucher issued to Participants by Client ("Vouchers"), Client will provide Participants with a Voucher, which Participants may redeem at a participating Walgreens retail store location. Once the Voucher is approved by both Parties it may not be modified. Client may not rescind, retract, reduce or deny payment owed to Walgreens for claims where Immunizations were provided to its Participants, even if Client no longer considers the individual presenting the Voucher to be a Participant.

2.2 Off-Site Clinic Locations. If the Parties agree in writing that Walgreens will administer Immunizations at locations outside of Walgreens' retail store locations ("Off-Site Clinics"), Walgreens will provide Client with the appropriate number of qualified health care professionals and/or technicians to provide such Immunizations at the Off-Site Clinic locations based upon and in reliance on Client's good-faith estimates of Participant volume. Any requests for additional personnel will be subject to mutual agreement by the Parties and may require additional agreed-upon fees to be paid by Client to Walgreens in accordance with this Agreement. Furthermore, Client will provide Participants with notice of the dates, times and locations for such Off-Site Clinics. For all Off-Site Clinics, Client will provide a private, clean room location, tables and chairs for Walgreens' personnel and Participants. Where applicable, Client agrees to assist Walgreens in the collection of Participants' Third Party Payors (defined below) eligibility information and any additional reasonably requested information, in order to help expedite the delivery of Immunizations.

III. PAYMENT AND BILLING

3.1 Payment. For Immunizations, Walgreens will invoice Client for said Immunizations, subject to amounts Client directs Walgreens in writing to collect directly from Participants, and Client agrees to reimburse Walgreens within thirty (30) days from receipt of the applicable monthly invoice at the remittance address located on the invoice. However, in the event the Parties agree in writing and where: (i) Participant provides evidence of coverage under third-party insurance or a government funded program (e.g., Medicare) ("Third Party Payor") prior to the provision of Immunizations; and (ii) Walgreens is contracted with that Third Party Payor, Walgreens, unless otherwise stated herein will submit the claim for Immunizations to that Participant's Third Party Payor, and any copayment, coinsurance, deductible owed by the Participant will be collected at the time of service or billed at a later date. If evidence of coverage under a Third Party Payor is not provided at the time of service or a claim for reimbursement is denied by a Third Party Payor, the Parties agree that Walgreens may seek reimbursement from the Client.

3.2 Late Payment. All sums owed by Client to Walgreens will bear interest of 1.5% per month from the date payment is due until paid; however, in no event will such interest rate be greater than the rate permitted by law. Client shall be solely responsible for any and all costs incurred by Walgreens in seeking collection of any

delinquent amounts owed by Client. Walgreens may invoice Client for interest and costs due under this Section on a monthly basis and payment will be due within thirty (30) days from receipt.

3.3 Cost Increase. If the Wholesale Acquisition Cost ("WAC") or Average Wholesale Price ("AWP") for any Immunizations increased 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 manufacturer cost increase. The new rate will be effective 10 days following Client's receipt of the rates unless Client notifies Walgreens that it does not agree to the adjusted rates within the 10 day period, in which case Walgreens may discontinue providing services for those Immunizations.

IV. TERM AND TERMINATION

4.1 Term and Termination. This Agreement will become effective on the Effective Date and shall continue in full force and effect for an initial term of one (1) year. Upon expiration of the initial term, this Agreement will automatically renew for successive one (1) year terms at the then current Walgreens rates in effect for Immunizations, which will be made available upon request. Either Party may terminate this Agreement at any time without cause by giving at least thirty (30) days' prior written notice to the other Party.

4.2 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.

4.3 Waiver. No waiver by either Party with respect to any breach or default of any right or remedy and no course of dealing may be deemed to constitute a continuous waiver of any other breach or default or of any other right or remedy unless such waiver is expressed in writing by the Party to be bound.

V. INSURANCE AND INDEMNIFICATION

5.1 Insurance. Each Party will self-insure or maintain at its sole expense, and in amounts consistent with industry standards, insurance for general and professional liability and such other insurance as may be necessary to insure the 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. Upon request from Walgreens, Client will provide a memorandum of insurance or certificate of insurance. Walgreens' insurance information is available at www.walgreens.com/insurance.

5.2 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 willful misconduct of the indemnifying Party, its employees, or agents in carrying out its duties, obligations, representations, warranties and covenants under the terms of this Agreement. EXCEPT FOR ANY EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, THE PARTIES HEREBY DISCLAIM ANY IMPLIED WARRANTIES OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. In no event shall either Party be liable to the other Party for any indirect, special, or consequential damages or lost profits, arising out of or related to performance of this Agreement or a breach of this Agreement, even if advised of the possibility of such damages or lost profits. This Section will survive the termination of this Agreement. Notwithstanding the foregoing, the Parties agree that Walgreens is not liable for activities covered by the Public Readiness and Emergency Preparedness (PREP) Act, and the foregoing obligations of indemnity shall not apply to Walgreens for any claims or liabilities arising out of activities covered by the PREP Act or any other applicable laws related to vaccines and/or health care providers. This Section will survive the termination of this Agreement.

VI. GENERAL TERMS

6.1 Business Confidentiality. The Parties acknowledge that certain proprietary and/or technical and business information may be disclosed between the Parties ("Confidential Information"). Accordingly, each Party will maintain the confidentiality of all such Confidential Information, including, without limitation, implementing those precautions such Party employs with respect to its own proprietary and Confidential Information and disclosing Confidential Information only to those employees who have a need to know in order to effectuate the purpose(s) of this Agreement and to maintain compliance with applicable laws. In no

event will either Party use the other Party's Confidential Information to benefit itself or others, except as otherwise not prohibited under this Agreement. Confidential Information shall not include information: (i) generally known to the public or the industry without breach of this Agreement; (ii) independently developed by the receiving Party; (iii) known to or in the possession of the receiving Party prior to the disclosure pursuant to this Agreement; (iv) disclosed to the receiving Party by a third party without the confidentiality obligations set forth herein; or (v) required to be disclosed by any court or government agency; provided however, to the extent allowed by law, the receiving Party shall provide written notice of such planned disclosure to the disclosing Party allowing reasonable time for the disclosing Party to raise any objections to such disclosure. This Section will survive the termination of this Agreement.

6.2 Confidentiality of Protected Health Information. Both Parties warrant that they will maintain and protect the confidentiality of all individually identifiable health information specifically relating to Participants 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 de-identified Participant information. This Section will survive the termination of this Agreement.

6.3 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 that Walgreens provides Immunizations. Any other reference to Walgreens in any Client materials must be pre-approved, in writing, by Walgreens.

6.4 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, pandemic, 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.

6.5 Compliance. The Parties warrant that they will comply with all applicable laws, rules, and regulations for each territory in which Immunizations 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.

6.6 Assignment. Neither Party may assign this Agreement to a third-party without the prior written consent of the other Party, except that either Party will have the right to assign this Agreement to any direct or indirect parent, subsidiary or affiliated company or to a successor company without such consent. Any permitted assignee will assume all obligations of its assignor under this Agreement. No assignment will relieve any Party of responsibility for the performance of any obligations which have already occurred. This Agreement will inure to the benefit of and be binding upon each Party, its respective successors and permitted assignees.

6.7 Third Party Rights. This Agreement is solely between Walgreens and Client and may not be construed to create any rights or remedies in favor of any third party, including, but not limited to, any Participant.

6.8 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.

6.9 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 except as otherwise permitted hereunder, 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.

6.10 Counterparts. This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument, provided that each Party has received the other Party's executed instruments. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file (or similar format however designated), such signature shall create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

[END OF ATTACHMENT B]