

**CLINICAL SERVICES AGREEMENT
BETWEEN
THE BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA
BY AND ON BEHALF OF
UNIVERSITY HEALTH CENTER PHARMACY
AND
WALTON COUNTY, GEORGIA**

This CLINICAL SERVICES AGREEMENT ("Agreement") is made and entered into this 22th day of August 2022 (the "Effective Date") by and between WALTON COUNTY, GEORGIA, a political subdivision of the State of Georgia (the "County") and THE BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA BY AND ON BEHALF OF UNIVERSITY HEALTH CENTER PHARMACY (the "Institution").

WHEREAS, pursuant to O.C.G.A. § 43-34-26.1, pharmacists employed by the Institution have entered into a valid and binding Vaccine Protocol Agreement, substantially in the form attached hereto as Exhibit "A" and incorporated herein by reference, with a physician engaged in the active practice of medicine;

WHEREAS, the County desires to engage the Institution to provide influenza vaccines and pharmacists to administer said vaccines to its employees and their spouses;

WHEREAS, the Institution desires to provide influenza vaccines and pharmacists to administer said vaccines to employees of the County and their spouses; and

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. Incorporation of Recitals. The provisions and recitals set forth above are, and shall be construed to be, an integral part of this Agreement and are incorporated herein by this reference.
2. Institution Responsibilities. The Institution shall provide influenza vaccines and pharmacists to administer said vaccines to employees of the County and their spouses in accordance with the following:
 - a. The Institution shall order a minimum of one hundred and fifty (150) influenza vaccines and use its best efforts to ensure shipment thereof prior to the County's Health Fair, currently scheduled for October 13, 2022 and October 14, 2022. In the event of a partial fill by its distributor, the Institution shall contact the County as soon as possible so that alternate provisions can be made.
 - b. The Institution shall ensure that a sufficient number of pharmacists who have entered into the Vaccine Protocol Agreement referenced herein above are available to administer influenza vaccines to employees of the County and their spouses at the County's Health Fair.

- c. The Institution shall ensure that the pharmacists administering the influenza vaccine abide by the requirements of O.C.G.A. § 43-34-26.1, including but not limited to the terms of the Vaccine Protocol Agreement referenced hereinabove, have relevant knowledge and are appropriately trained in the provision and administration of influenza vaccines, and are aware of and operate within local protocols.
 - d. The Institution shall have a standard operating procedure in place for providing and administering influenza vaccines, including but not limited to procedures to ensure cold chain integrity, i.e., storing vaccines in accordance with the manufacturer's instructions and using maximum/minimum thermometers for the monitoring of refrigerator performance.
 - e. The Institution shall allocate a safe place to store equipment required for the provision and administration of influenza vaccines and the resultant clinical waste. The Institution shall ensure that pharmacists are made aware of the risk associated with the handling of clinical waste and the correct procedures used to minimize those risks. The Institution shall dispose of clinical waste using appropriate measures.
 - f. The Institution shall provide appropriate protective equipment, including gloves and materials to deal with spillages, and have them readily available and close to the site used to store and administer the influenza vaccine. The Institution shall ensure that a needle stick injury procedure is in place.
 - g. Following its provision and administration of influenza vaccines pursuant to this Agreement, the Institution shall invoice the County for payment related thereto at a rate of \$22.00 per influenza vaccine so administered.
3. County Responsibilities.
- a. The County shall provide the Institution with the names of its employees and their spouses prior to the County's Health Fair.
 - b. The County shall provide the location for the provision and administration of influenza vaccines at its Health Fair, including a pre-vaccination waiting area, screening area, vaccination area and post-vaccination area.
 - c. The County shall provide a telephone which can be utilized to call 911 in the event of an emergency.
 - d. The County shall reimburse the Institution \$22.00 per influenza vaccine administered pursuant to this Agreement. Payment shall be made by the County in the ordinary course of business after receipt of an invoice from the Institution as provided herein.
4. Term. This Agreement shall commence on the Effective Date and continue in full force and effect until August 25, 2023.
5. Termination. The County may terminate this Agreement for any reason whatsoever immediately upon notice to the Institution. In the event of such termination by the County, the County shall compensate the Institution for all services performed up to the date of termination.

6. Entire Agreement. This Agreement incorporates all prior negotiations, interpretations, and understandings between the parties and is the full and complete expression of their agreement.
7. Modifications. Any change, alteration, deletion, or addition to the terms set forth in this Agreement must be in the form of a written modification signed by both parties.
8. Governing Law. This Agreement is being entered into with the intent that the laws of the State of Georgia shall govern its construction and enforcement.

IN WITNESS WHEREOF, the parties hereto have duly signed, sealed, and delivered this Agreement as of the Effective Date.

COUNTY:

WALTON COUNTY, GEORGIA, a political subdivision of the State of Georgia

By: _____
 Name: _____
 Title: _____

Date: _____

Attest: _____
 Name: _____
 Title: _____

[COUNTY SEAL]

INSTITUTION:

THE BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA BY AND ON BEHALF OF UNIVERSITY HEALTH CENTER PHARMACY

By: _____
 Beau Seagraves
 Interim Executive Director
 University Health Center
 The University of Georgia

Date: _____