



## HY-VEE VACCINATION AGREEMENT

**THIS AGREEMENT** (“**Agreement**”) is made by and between HY-VEE, INC. (“**Hy-Vee**”) and Sauk County Dept. of Human Resources (“**Company**”) (each hereinafter a “**Party**” and collectively the “**Parties**”) on the date of the last party to sign below (“**Effective Date**”). In consideration of the mutual terms, covenants and conditions set forth in this Agreement, the Parties agree as follows:

1. **Vaccination Program.** Company desires to arrange for the provision of influenza vaccinations for Company employees and/or Company’s employee’s dependents (hereinafter “**Participants**”) at the Hy-Vee Pharmacy located at 2920 Fitchrona Road, Fitchburg WI 53719 or on-site at the Company’s worksite location at in/around 1051 Clark St., Reedsburg, WI 53959 and 505 Broadway, Baraboo, WI 53913 (the “**Vaccination Program**”). Each on-site clinic requires a minimum of twenty-five (25) Participants. The parties will work together to determine the dates and hours required for each on-site clinic with the understanding each provider can only administer twenty-five (25) vaccinations per hour. Company will notify Hy-Vee who is eligible to participate in the Vaccination Program in advance.
2. **Participant Obligations.** Participants will be required to produce documentation prior to receiving a vaccine. Participants must identify themselves as employees or dependents in order to receive a vaccine. Participants who receive vaccinations pursuant to the Vaccination Program will not be required to pay Hy-Vee for such vaccination. Participants may also be asked to sign a consent form for the administration of the vaccination.
3. **Hy-Vee Obligations.** Hy-Vee agrees to provide: (a) equipment and supplies necessary to perform the Vaccination Program and (b) legally authorized providers for the Vaccination Program.
4. **Payment by Company.** Company will be responsible for all vaccinations redeemed by the Participants. In exchange for the influenza vaccinations Hy-Vee provides to Participants pursuant to the Vaccination Program, Company agrees to pay Hy-Vee:
  - a. If Company elects to be directly billed for the vaccinations, Company will be billed the following:
    - i. \$35 for each Participant who receives an influenza vaccine if number of Participants is 49 or less
    - ii. \$32 for each Participant who receives an influenza vaccine if number of Participants is 50-99
    - iii. \$30 for each Participant who receives an influenza vaccine if number of Participants is 100 or more
    - iv. Hy-Vee shall prepare and deliver to Company an invoice documenting the Vaccinations provided. Company agrees to pay the invoice within thirty (30) days. Any payment not received within thirty (30) days from the date of the invoice will incur interest of 1.5% per month on the late payment amount.
  - b. If Participant is 65 years old or older or requires an egg-free vaccine, Hy-Vee will administer the high dose or egg-free flu shot which is a cost of \$137.99 for high dose and \$77.99 for egg-free for each Participant who receives the applicable influenza vaccine. Medicare may be billed at the option of Participant/Company.
  - c. If Company elects to bill Company’s insurance, Hy-Vee will bill the insurance at Hy-Vee’s usual and customary price of \$42.99 for each Participant who receives an influenza vaccine. Participant will be responsible for any co-pay. In the event of no insurance benefit, the Participant or Company will pay Hy-Vee’s usual and customary price for each Participant who receives an influenza vaccine.
5. **Term and Termination.** This Agreement shall remain in effect for one (1) year from the Effective Date unless earlier terminated. Either Party may terminate this Agreement at any time by providing thirty (30) days' prior written notice to the other Party. In such event, termination shall be effective thirty (30) days after the date of the notice without further notice or action. Upon termination of this Agreement, neither Party shall have any further obligation under this Agreement except for obligations accruing prior to the date of termination, including amounts due under this Agreement, indemnification provisions, confidentiality provisions, and other covenants that expressly or by operation of law extend beyond termination of this Agreement.

6. **Miscellaneous.**

- a. **Intellectual Property.** All Intellectual Property developed for the Vaccination Program shall be the sole and exclusive property of Hy-Vee. Intellectual Property means all inventions (whether or not patented), patents, discoveries, business processes and know-how, including trade secrets, computer programs (including software, systems, databases, and structure), trademarks, copyrights, forms, and works of authorship.
- b. **Use of Hy-Vee Name; Media.** Company shall not use Hy-Vee's name, trademarks, services marks, logos, or any description that would reveal Hy-Vee's identity in any way, including, but not limited to, any advertisements, press release, announcements, or materials of a public or promotional nature, nor make any public reference to this Agreement without first obtaining Hy-Vee's written permission, which may be withheld in Hy-Vee's sole discretion. Company agrees to not negatively reference or disparage Hy-Vee. Company shall not respond to any inquiry from the press or media concerning the parties' relationship and Company shall refer all such inquiries to Hy-Vee for response. Notwithstanding the foregoing, Company may use Hy-Vee's name in flyers and notifications directing Participants where and how to get vaccinations.
- c. **Confidentiality.** Company will hold confidential all business and/or technical information of Hy-Vee with which Company, its employees and agents come into contact with during this Agreement, including the terms, conditions and rates herein. Company will not disclose such information without Hy-Vee's prior written consent, except to the extent required by court order, by some other governmental directive or requirement, or for the defense of Company against claims or liabilities, but not without giving notice to Hy-Vee of such required disclosure and cooperating with any efforts by Hy-Vee to secure the confidential treatment of the same before disclosure.
- d. **Indemnification/Insurance/Liability.** Each party agrees to hold the other harmless from any loss, claim or damage arising from the negligence or willful misconduct of its employees or agents or arising from a Party's failure to perform any obligation under this Agreement. Throughout the term of this Agreement, each party will maintain general liability and professional liability (Hy-Vee only) insurance policies of at least \$1,000,000 per event or occurrence and \$3,000,000 in the aggregate. Neither Party will be liable to the other for any indirect or consequential damages, including without limitations, damages for loss for business profits, business interruption, loss of business information, or other pecuniary loss, arising out of the Party's performance or non-performance pursuant to this Agreement.
- e. **Compliance with Laws.** Both Parties represent and warrant to each other that they will exercise their rights and perform their obligations with respect to this Agreement in compliance with all applicable laws. The Parties understand that Hy-Vee is a covered entity, as defined by the Health Insurance Portability and Accountability Act, the Health Information Technology for Economic and Clinical Health Act, and all implementing regulations of these acts (collectively referred to as "HIPAA"). Accordingly, Hy-Vee is not permitted to share any protected health information about the Participants with Company. The Parties agree that any data resulting from the Vaccination Program provided hereunder may only be shared with the Company if it is de-identified in accordance with HIPAA's de-identification standards set forth in 45 C.F.R. 514 or if the proper consents and releases for disclosure are obtained.
- f. **Change in Applicable Laws.** The Parties agree that they have attempted in good faith to structure this Agreement and their relationship in a way that complies with all applicable laws, regulations and requirements relating to the business of health care. In the event that any applicable laws, regulations or requirements are amended or modified so that the Agreement or any material term or condition of the Agreement becomes illegal or unlawful, the Parties agree that they will negotiate in good faith to create another arrangement which approximates the legal equivalent of this Agreement, but is in compliance with such change in the law.

- g. **Governing Law.** The laws of the State of Iowa, without regard to choice of law principles, govern all matters arising out of or related to this Agreement.
- h. **Assignment.** This Agreement may not be assigned by either Party without the express written consent of the other Party. Such written consent, if given, shall not in any manner relieve the assignor from liability for the performance of this Agreement by its assignee.
- i. **Amendment.** The Parties may not amend this Agreement except in writing executed by both Parties. The terms of such an amendment shall apply as of the effective date of such amendment, unless the amendment specifies otherwise.
- j. **Independent Contractor.** The parties to this Agreement understand and agree that their relationship is that of independent contractors. Nothing contained herein shall be construed or implied to create a partnership of joint venture or agency between the parties.
- k. **Notice.** Any Party giving any notice required under this Agreement shall use one of the following methods of delivery: (a) US-recognized overnight courier, with such notice effective at the time of delivery; (b) postage prepaid by US registered or certified mail, return receipt requested, with such notice effective upon receipt or upon the date that delivery is attempted and refused; or (c) delivered personally, with such notice effective upon delivery. Either Party may designate another notice address in a notice given pursuant to this section.

If to Hy-Vee: Hy-Vee, Inc., d/b/a Hy-Vee Pharmacy  
5820 Westown Parkway  
West Des Moines, IA 50266

If to Company:	Sauk County
	505 Broadway, Baraboo, WI 53913

- l. **Entire Agreement.** This Agreement constitutes the entire expression of the Parties' agreement with regard to the subject matter of this Agreement. All prior and contemporaneous negotiations and agreements between the Parties with regard to the subject matter of this Agreement are expressly merged into and superseded by this Agreement.

**IN WITNESS WHEREOF**, each Party agrees to the terms and conditions of this Agreement, and acknowledges the existence of consideration to make this Agreement a valid and binding legal obligation.

HY-VEE, INC.

By: \_\_\_\_\_  
Store Director

Date: \_\_\_\_\_

COMPANY

By: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Date: \_\_\_\_\_