

REGIONAL MEDICAL SERVICES, INC.

5424 W. GENESEE STREET
CAMILLUS, NEW YORK 13031

315-487-8583

315-487-6354 fax

www.regionalmedical.net



05/12/12

Re: Flu clinic contract

Dear Mr. Douglas Larson,

Regional Medical is a licensed program that has been providing flu vaccine to schools, senior programs and the general public for over 25 years. Regional provided an RN staff that comes onsite and provides the immunizations. Most Insurances are now covering the vaccine and administration. Regional bills the Insurance and in most instances receives direct compensation from the Insurer. The one exception is Excellus. They cover the vaccine but send payment to the individual. Regional then bill the individual.

Enclosed are 2 copies of the flu contract for the 2012-2013 season.

Regional Medical along with Sanofi Pasteur, the largest supplier of influenza vaccine in the US, is encouraging individuals between the ages of 18-64 to consider receiving the intradermal influenza vaccine. The intradermal vaccine has a 90% smaller needle. Recent surveys of over 5000 clients across over 100 locations demonstrate that 91% would receive this vaccine again based on their experience last year. This is especially appealing to anyone with a fear of needles.

The goal of this program is to increase the number of individuals who receive the flu vaccine. The teaching staff is put in a high risk situation because of their daily contact with children. We hope the introduction of this less painful administration technique will also increase the immunization rate for staff. We have also learned over the years, that convenience increases compliance. When we come on site to each school the immunization rate increases.

Please return one signed copy of the contract. We look forward to working with the staff this fall. Further notice will be sent closer to the fall when the schedule is finalized. We will begin the school clinics approximately the 3rd week in September to allow staff to get another school year underway.

If you have additional questions about our program, please feel free to contact us directly. If you are interested and wish to participate, please simply return the contract. We request your cooperation in returning the contract by the end of the current school year so we can confirm our vaccine order. This will assist us in having adequate vaccine on hand and hopefully eliminate having more vaccine than we can administer.

Thank you for considering this program for staff.

Sincerely yours,

M Erwin/Marketing Exec.

Regional Medical Services, Inc.
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Camillus, N.Y. 13031
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This Agreement is entered into this 12th of May, 2012 by and between **Regional** a New York Corporation and **Homer Central School District**.

Witnessed:

Whereas, Regional is a provider of vaccination services as well as other services, and

Whereas, **Homer Central School District** desires to utilize Regional for vaccination services provided to employees.

Now, therefore, in consideration of the premises and the mutual promises and covenants hereinafter set forth, Regional and **Homer Central School District** agree as follows:

1. Term of the Agreement

The initial term of this Agreement shall begin on September 1st, 2012 and terminating on December 31, 2012.

Duties and Responsibilities of the District :

District duties include, but are not limited to the following:

- a) Prior to receiving any vaccination services from Regional, each individual must complete and sign a consent form for the required services. Regional will provide the School with the proper forms upon request prior to the scheduled clinic.
- b) Indicate which vaccination services the School wishes to obtain for its members and provide Regional with the location for the vaccination services.
- c) Notify Regional at least fourteen days prior to the scheduled service date of changes in location.
- d) Promote the clinic to all employees.
- e) Regional will be the sole provider of this service for the term of the contract.

Duties and Responsibilities of Regional:

- a) Provide vaccination services in a professional and efficient manner on the scheduled service date and location.
- b) Maintain accurate records of services provided to employees.
- c) Maintain liability insurance and workmen's compensation coverage for all Regional employees.

d) Regional will bill on behalf of the staff members. Staff will be informed that they will receive notification and payment directly from Excellus Blue Cross. It is understood that this reimbursement along with the explanation of benefits must be forwarded immediately upon receipt to Regional to avoid additional billing charges.

Termination & Scheduling:

If Regional is unable to perform the services listed on the schedule, Regional shall provide the School with 24 hours notice and the delivery of services shall be rescheduled for a mutually agreeable time. Once the agreement is signed, the Agreement is binding for the flu season that occurs during the term of the Agreement.

Hold Harmless

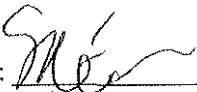
Each party shall indemnify and hold harmless the other from all fines, claims, demands, suits, or actions of any kind or nature arising because of the indemnifying party's acts or omissions in the course of its performance of its obligations under this Agreement.

Miscellaneous

New York State Law shall govern this Agreement. This Agreement, along with the yearly schedule constitutes the entire agreement between the parties and may not be amended or assigned unless both parties agree to it in writing. Notwithstanding the foregoing, the parties may amend or revise the schedule as long as both parties agree to the same in writing.

In witness whereof, the parties have duly executed this Agreement as of the day and year first above written.

Regional Medical Services, Inc.

By: 
M. Erwin VP

5-12-12
Date

Homer Central School District

By: _____
Name and Title

Date