

CONFIDENTIAL

Office of Civic Education Initiatives
The Cleveland Clinic Foundation
9500 Euclid Ave – Mail Code W14
Cleveland, OH 44195

RxPERT™ Program
Cleveland Clinic Pharmacy Help Line for Schools

AGREEMENT FOR CLEVELAND CLINIC PHARMACIES
DRUG INFORMATION SERVICE TO PARTNER SCHOOLS

NAME AND ADDRESS OF PARTNER:

The term "partner" means only the following school or school district

Name of School/School District: _____
(if enrolling a school district, please include a list of all schools and addresses that this agreement covers)

Address: _____

City, State, ZIP: _____

Area Code/Phone Number: _____ School/District Enrollment: _____

1. PHARMACY OFFERING. The Cleveland Clinic Foundation ("CCF") on behalf of its pharmacies listed on Exhibit A and attached hereto is offering to partner with schools and/or school systems (hereinafter "Partner") to provide drug information consultation services via telephone consult at no cost. CCF pharmacies will only perform such drug information services (hereinafter "Service(s)") with Partners that have signed up for such Service.
2. EFFECTIVE DATE. This Agreement is effective _____, 200_ (the "Effective Date") and shall continue in full force until otherwise terminated as provided herein.
3. SCOPE OF AGREEMENT AND DUTIES. CCF pharmacists will be available for consultation related to drug information questions by calling (216) 445-MEDS (6337) or 800-223-CARE (2273), ext. 56337, Monday through Friday 8am to 6pm. There will be no service available on weekends or CCF designated holidays. CCF pharmacists are highly qualified to answer medication-related questions. Each will use industry standard reference materials and document the consultation with the Partner. If an answer cannot be quickly found, the pharmacist will conduct the required research and contact the Partner at a later, agreed upon time. CCF Pharmacy's consultation must be limited in scope to normal community pharmacy practice. See Schedule A and B for examples of what CCF pharmacies will and will not perform. Certain duties of Partner are required in order to ensure the Service is successful. These duties are outlined in Schedule C.
4. TERMINATION. Either party may terminate this Agreement at anytime upon receipt of written notice.
5. LIMITATION OF LIABILITY. Each of the parties agrees to hold the other harmless from any claims to the extent caused by the negligence or willful misconduct of a party. Neither CCF nor any of the CCF pharmacies shall be held liable for special, indirect, incidental, or consequential damages of any nature.
6. MISCELLANEOUS.
 - (a) The parties agree to comply with all laws, rules and regulations as they may be amended from time to time applicable to this Agreement including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 and the related regulations ("HIPAA") in the

course of performing their respective obligations under this Agreement. Nothing in this Agreement is intended to recommend or arrange for the referral of business or the ordering of items or services; nor is it intended to induce illegal referrals of business. In the event that any part of this Agreement is determined to violate federal, state, or local laws, rules, or regulations, the parties agree to negotiate in good faith revisions to the provision or provisions which are in violation. In the event the parties are unable to agree to new or modified terms as required to bring the entire Agreement into compliance, either party may terminate this Agreement without further obligation upon written notice to the other party.

- (b) This Agreement shall be construed in accordance with the laws of the State of Ohio without regard to its conflict of laws provisions.
- (c) Partner shall not use the name, logo, likeness, trademarks, image or other intellectual property of CCF for any advertising, marketing, endorsement or any other purposes without the specific prior written consent of an authorized representative of CCF as to each such use.
- (d) Partner hereby represents and warrants that it has not been debarred, suspended, excluded or otherwise determined to be ineligible to participate in federal healthcare programs (collectively, "Debarred") and acknowledges that CCF shall have the right to terminate this Agreement immediately in the event that Partner is Debarred.
- (e) During the term of this Agreement, each party may learn certain confidential information about the other party's business and/or operations. Each party agrees that it will keep all such information strictly confidential, that it will not use such information for any purpose other than to perform its obligations hereunder, and that it will not resell, transfer, or otherwise disclose such information to any third party without the other party's specific, prior written consent. This section shall survive termination of the Agreement.
- (f) This Agreement may not be amended, modified or changed orally. Any amendments, modifications and changes must be in writing and executed by an authorized representative of each of the parties hereto.
- (g) Neither party hereto may assign this Agreement or any interest, obligation or duty hereunder without the express prior written consent of the other party. Any attempted assignment not in accordance herewith shall be null and void.
- (h) Any notice or other communication required under this Agreement shall be in writing and shall be given to the parties at the addresses listed above.
- (i) This Agreement does not create a partnership or joint venture between the parties or authorize a party to act as an agent or representative of the other party.
- (j) This Agreement, together with all Schedules attached hereto, constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof, and any and all other written or oral agreements existing between the parties hereto are expressly canceled.

THE CLEVELAND CLINIC FOUNDATION PARTNER

Authorized Signature

Michael P. Wascovich

Name

Director, Ambulatory Pharmacy Services

Title

Date

Authorized Signature

Name

Title

Date

EXHIBIT A

PARTICIPATING CLEVELAND CLINIC PHARMACIES

Cleveland Clinic - Euclid Ave Pharmacy

9500 Euclid Ave JJ10
Cleveland, OH 44195-0001
(B) Phone (216) 444-2100
(F) Phone (216) 445-6015

Cleveland Clinic - Crile Medical Building Pharmacy

9500 Euclid Ave A24
Cleveland, OH 44195-2108
(B) Phone (216) 445-7400
(F) Phone (216) 445-7403

Cleveland Clinic - Surgical Center Pharmacy

9500 Euclid Ave P10
Cleveland, OH 44195-0001
(B) Phone (216) 444-9525
(F) Phone (216) 444-9514

Cleveland Clinic - Taussig Cancer Center Pharmacy

9500 Euclid Ave R16
Cleveland, OH 44195-0001
(B) Phone (216) 445-2124
(F) Phone (216) 445-2172

Cleveland Clinic - Strongsville Family Health Center

16761 South Park Center 1009
Strongsville, OH 44136
(B) Phone (440) 878-3100
(F) Phone (440) 878-3148

Cleveland Clinic - Willoughby Hills Pharmacy

2550 Som Center Road
Willoughby Hills, OH 44094
(B) Phone (440) 516-8620
(F) Phone (440) 519-8629

Cleveland Clinic - Marymount Family Pharmacy

12000 McCracken Rd
Garfield Hts, OH 44125
(B) Phone (216) 587-8822
(F) Phone (216) 587-8844

SCHEDULE A (EXPECTATIONS OF PHARMACY)

- Drug Dosage checking and verification.
- Drug administration (timing, special handling).
- Drug warnings and side effect profiles.
- Drug interaction questions (drug-with-drug or drug-with-food).
- Drug identification.
- Drug storage recommendations.

SCHEDULE B (PHARMACY WILL NOT PERFORM THE FOLLOWING)

- Change drug therapy.
- Prescribe drug therapy.
- Offer medical advice or perform in any way outside the bounds of normal community pharmacy practice.

SCHEDULE C (DUTIES OF PARTNER)

- The school nurse (or his/her designee) contacts Pharmacy with appropriate medication-related question(s) by calling (216) 445-MEDS (6337) or 800-227-CARE (2273) ext. 56337.
- Share any and all relevant medical and demographic information with Pharmacy, excluding any student identifiable information.
- Document call to Pharmacy.