

**LOS RIOS COMMUNITY COLLEGE DISTRICT**

PURCHASING: (916) 568-3071 • FAX: (916) 568-3145  
 ACCOUNTING OPS: (916) 568-3065 • FAX: (916) 286-3636

**PURCHASE ORDER NO 0001085059**

PLEASE SEE REVERSE SIDE FOR TERMS AND CONDITIONS.

<b>Date</b> 01/14/2016	<b>Revision</b>	<b>Page</b> 1
<b>Payment Terms</b> NET 30	<b>Freight Terms</b> Shipping Point	<b>Ship Via</b> Best Metho
<b>Reference:</b> 821554 HANSEN M ROUILLES		<b>Location / Dept</b> 01HED

**Supplier:** 0000024305  
 US BANK  
 CORPORATE PAYMENT SYSTEM  
 PO BOX 790428  
 ST LOUIS MO 63179-0428

**Ship To:** FOLSOM LAKE COLLEGE  
 RECEIVING  
 10 COLLEGE PARKWAY  
 FOLSOM CA 95630  
 United States

**email:**

**Bill To:** 1919 Spanos Court  
 Sacramento CA 95825-3981  
 United States

Tax Exempt? N

Line-Sch	Item/Description	Quantity	UOM	PO Price	Extended Amt	Due Date
1- 1	FLU VACCINATIONS FOR 2015 FLU SHOT CLINIC AT HEALTH & WELLNESS EVENT ON SEPTEMBER 30th, 2015	30.00	EA	25.00	750.00	01/24/2016

CREDIT CARD PAYMENT FOR INVOICE# 500016767

AUTHORIZATION CODE# 055679

WALGREENS.COM  
 MEDICARE RECEIVABLES  
 1901 E VOORHEES STREET  
 DANVILLE, IL 61834  
 888-281-0590

<b>Sub Total Amount</b>	750.00
<b>Sales Tax Amount</b>	0.00
<b>Total PO Amount</b>	750.00

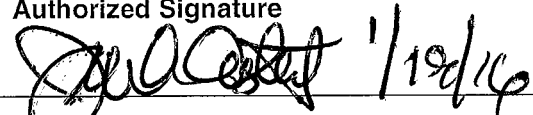
BU	Acct	Fd	Org	Prog	Sub	Proj	Amount	BYear
GENFD	4500	11	FL.VS.HLTH	64400	00000	041X	750.00	2016

Verification of this purchase order can be made using the Los Rios Community College District web site listed below. If you have any questions, please contact the Purchasing Office at (916)568-3071.

<http://www.losrios.edu/purchasing/povalidation>

All shipments, invoices, and correspondence must be identified with our Purchase Order Number. Overshipments will not be accepted unless authorized by Buyer prior to shipment.

**Authorized Signature**



Notice to vendor: You are responsible for delivering goods and delivery documents to the Receiving Department at the site. Failure to do so will delay payment processing. Vendor is responsible for obtaining verification of delivery by authorized Receiving Room personnel. Receipt of goods by other parties and failure to obtain authorized signatures may also delay payment. NOTE: PAYMENT TERMS NET 30  
 MATERIAL SAFETY DATA SHEETS (MSDS) must be provided with the delivery of product as required by law.

## LOS RIOS COMMUNITY COLLEGE DISTRICT

American River College • Cosumnes River College • Folsom Lake College • Sacramento City College

### PURCHASE ORDER TERMS AND CONDITIONS

1. **APPLICABLE LAW:** The contract resulting from this order shall be governed by the laws of the State of California
2. **COMPLETION OF ORDERS:** LRCCD reserves the right to withhold payment until order is completed.
3. **DISCOUNTS:** Please show cash payment discount offered on your invoice in connection with any discount offered, time will be computed from date of delivery of the supplies or equipment, or from date correct invoices are received in the office specified by LRCCD if the latter date is later than the date of delivery. Payment is deemed to be made for the purpose of earning discount, on the date payment is mailed or on behalf of LRCCD.
4. **INVOICES:** Invoices shall be prepared and submitted in duplicate unless otherwise specified. Invoices shall contain Purchase order number, date, description of items, sizes and quantities, unit prices, extended totals, place and date of delivery. Invoices or vouchers not on printed bill heads shall be signed by the CONTRACTOR or person furnishing the supplies or services. Every invoice shall be properly itemized. If LRCCD has not received billing for product or services within a one year period LRCCD will not be held responsible for satisfying the debt.
5. **CHANGES:** No change or modification in terms, quantities, or specifications may be made without express authorization in writing from the LRCCD Purchasing Office and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto. If unit cost of any item exceeds the amount shown by 10% or \$250.00 whichever is less do not ship. Contact LRCCD Purchasing at the phone number provided.
6. **BILL OF LADING:** If Bill of Lading is applicable to this order, send originals to "Ship to" address and duplicate Bill of Lading with invoices to "Bill to" address. All correspondence, invoices, bills of lading, shipping memos, packages, etc., must show purchase order number. If factory shipment, advise factory to comply.
7. **TRANSPORTATION CHARGES:** Invoices for prepaid transportation charges must be supported by original receipted expense bills.
8. **FOB POINT AND FREIGHT CHARGES:** Unless otherwise specified on this order, all items shall be delivered FOB Destination. No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, or for any other purpose will be paid by LRCCD unless expressly included and itemized in the order. Unless otherwise shown, on "FOB Shipping Point" transactions, CONTRACTOR shall arrange for lowest cost transportation, prepay and add freight to invoice and furnish supporting freight bills if the amount exceeds \$50.00. On "FOB Shipping Point" transactions, should any shipments under this purchase order be received by LRCCD in a damaged condition and any related freight loss and damage claims filed against the carrier or carriers be wholly or partially declined with the inference that damage was the result of the act of the shipper such as inadequate packaging or loading or some inherent defect in the equipment and/or material, CONTRACTOR on request of LRCCD shall at CONTRACTOR's own expense assist LRCCD in establishing carrier liability by supplying evidence that the equipment and/or materials was properly constructed, manufactured, packaged, and secured to withstand normal transportation conditions. Shipments that are California intrastate in nature and where freight is to be borne by LRCCD shall be tendered to carriers with written instructions that rate and charges may not exceed the lowest lawful rates on file with the California Public Utilities Commission.
9. **PATENT INDEMNITY:** The CONTRACTOR shall hold LRCCD, its officers, agents and employees harmless from alleged liability of any nature or kind, including costs and attorney fees and expenses, for infringement or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract or purchase order.
10. **TAXES:** Certain articles sold to LRCCD are exempt from certain Federal excise taxes. LRCCD will reimburse the CONTRACTOR for, or pay directly, all California State and local sales and use taxes applicable to this purchase.
11. **EQUAL OPPORTUNITY EMPLOYER:** The acceptance of this purchase order by a supplier of goods and services is a certification that such supplier complies with all provisions of executive order 11246 and is an equal opportunity employer.
12. **GENERAL SAFETY ORDERS:** All materials, supplies and services sold to LRCCD shall conform to the general safety orders of the State of California. All materials, except as otherwise specified, must be new and of the best quality of their respective kinds.
13. **INDEMNIFICATION:** CONTRACTOR shall indemnify, defend and hold harmless LRCCD, its trustees, officers, agents, employees and volunteers, from any and all claims, demands, suits, causes of action, damages, penalties, breaches of this agreement, infringement of patent rights, costs, expenses, violations of employee occupational health and safety laws, attorney fees, losses or liability, property damage, personal injuries to or death of persons, arising out of, alleged to have arisen out of, or relating in any way to CONTRACTOR's work to be performed under this agreement, except if caused solely by the negligence of LRCCD.
14. **TERMINATION:** LRCCD may terminate this agreement and be relieved of the payment of any consideration to CONTRACTOR should CONTRACTOR fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination LRCCD may proceed with the work in any manner deemed proper by LRCCD. The cost to LRCCD shall be deducted from any sum due the CONTRACTOR under this agreement and the balance if any, shall be paid the CONTRACTOR upon demand.
15. **ASSIGNMENT:** Without the written consent of LRCCD, this agreement is not assignable by CONTRACTOR either in whole or in part.
16. **PUBLIC WORKS PROJECTS:** CONTRACTOR must comply with Public Contract Code.
17. **CA LABOR CODE:** Pursuant to Section 1700, and following, the CONTRACTOR shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of such prevailing rate of per diem wages are on file at the Business Office of the Los Rios Community College District, 1919 Spanos Court, Sacramento, CA 95825. Those copies shall be made available to any interested party upon request. The CONTRACTOR shall forfeit, as penalty to the LRCCD, Fifty Dollars (\$50.00) for each calendar day or portion thereof, for each workman paid less than the stipulated prevailing rates for any work done under the contract by him/her or by any subcontractor under him, in violation of the provisions of such Labor Code.
18. **NOTICE:** Your employees may be exposed to hazardous substances during the course of their work while on LRCCD property. For additional information on the hazardous substances that your employees may be exposed to contact the LRCCD General Services Department at (916) 568-3048.
19. **INSURANCE:** CONTRACTOR shall, at all times, maintain in full force and effect the following insurance: Workers' Compensation, Commercial General Liability, Auto Liability, and Professional Liability if licensed professional. Policy limits for each shall be at least \$1,000,000 AND \$3,000,000 AGGREGATE for bodily injury, personal injury and property damage. Any combination of General Liability and Excess Coverage can be combined to meet the Aggregate. LRCCD shall be named as an additional insured on CONTRACTOR's policies. The CONTRACTOR shall provide a certificate of insurance and required endorsements to comply with this section at least 15 days prior to commencement of work under this contract. The certificate shall state that LRCCD will be given 30 days notice of any material change or cancellation in coverage.
20. **DISQUALIFIED EMPLOYEES:** CONTRACTOR shall ensure that persons who perform services on LRCCD property have not been convicted of any felony, or any controlled substance offense or any sex offense as those terms are defined by Education Code section 87008-87010. If LRCCD determines that any person employed by CONTRACTOR to work on LRCCD property is incompetent, unfaithful, intemperate, disorderly, abusive or is otherwise unsatisfactory, CONTRACTOR shall cause that employee to be removed from working on LRCCD property immediately, and that person shall not be employed again on LRCCD property.
21. **WORK AUTHORIZATION:** Prior to LRCCD's acceptance of this Agreement, CONTRACTORS who are not U.S. citizens must provide verification of (a) work authorization status from the appropriate U.S. Department of State; (b) a copy of their U.S. visa; (c) the number of days present in the U.S.; and (d) tax treaty status. LRCCD shall not make any payments to CONTRACTOR unless CONTRACTOR holds the appropriate U.S. visa. CONTRACTOR is responsible for ensuring they are in possession of the appropriate visa.
22. **WARRANTY:** CONTRACTOR expressly warrants that all materials, goods, equipment, services, and/or labor shall conform to the requirements set forth or incorporated into this order and any applicable industry standards or requirements, shall be merchantable and free from defects in workmanship, materials and/or design (including latent defects), and shall perform as specified. CONTRACTOR further warrants that all materials, goods, equipment, services, and/or labor will be fit and sufficient for the particular purposes intended by LRCCD. Unless agreed upon otherwise between LRCCD and CONTRACTOR, the warranty period shall be the longer of: (a) any express warranty included in this service agreement; (b) one year after the materials, goods, equipment, services, and/or labor are accepted by LRCCD; or (c) any warranty period provided under any applicable California law.

# Los Rios Community College District

## Requisition

Page 1 of 1

Req. No.	821554
P.O. No.	

Vendor Code
Approved by / Date
Reviewed by / Date
Dispatched Method / Date

DATE 9/22/15 VENDOR Walgreens # 9048  
 ADDRESS 2595 East Bidwell St.  
 CITY Folsom STATE CA ZIP 95630  
 E-MAIL mgr.09048@store.walgreens.com  
 PHONE (916) 817-6533 FAX \_\_\_\_\_

DELIVERY INSTRUCTIONS	
Will be delivered by vendor Department Building Location Monday of event 9/30/15	College/District Location FLC/HLTH/stud. Svcs. Division Date Required 9/30/15

ITEM	DESCRIPTION GIVE COMPLETE DESCRIPTION, ITEM NUMBER, COLOR & SIZE	ORDERED		AMOUNT	
		QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
*Use additional paper if necessary and please reference requisition number. DO NOT USE A SECOND REQUISITION.					
1	FLU shot vaccines for Flu shot clinic				
2	for 2015 Practice & Wellness Day event	30	lea.	25.99	779.70
3	9/30/15				
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					

<b>Purchases Charged to Categorical Programs, Grants or Special Projects</b> This purchase is in compliance with the requirements of _____ Program Name _____ For grants/special projects _____ Program Director/Coordinator Signature _____ Project/Grant Number _____ Program Goal/Objective Number/Explanation _____	Tax <u>n/a</u>  <b>Total</b> \$ <u>779.70</u>
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I hereby certify the items/services listed above are to be obtained in accordance with District Policy, Conflict of Interest Code, P-8611 and all other applicable district, state, and federal policies, rules, regulations and laws.

GEUFD/4500 / 11 / FL.VS. HLTH				
Bus. Unit	Account	* Fund	Org	
64400	00000	2016	041X	\$ 779.70
Program	Sub-Class	BY	Proj/Grnt	Amount
/	/	/	/	
Bus. Unit	Account	* Fund	Org	
/	/	/	/	\$
Program	Sub-Class	BY	Proj/Grnt	Amount

REQUESTED BY: Mary Hansen TYPED/PRINT DATE 9/22/15  
 REQUESTED BY: [Signature] SIGNATURE DATE 9/22/15  
 AUTHORIZED: [Signature] DEAN OR AUTHORIZED SIGNATURE DATE 9/24/15  
 APPROVED: \_\_\_\_\_ VICE PRESIDENT, ADMINISTRATION DATE \_\_\_\_\_

**\* Asset Location** - For equipment purchases over \$200 (Accounts 6480, 6490, 6491, 6493, 6495, and computers) complete the area below indicating the final location where equipment will be housed.

Location Code \_\_\_\_\_ Dept. \_\_\_\_\_

Building \_\_\_\_\_ Room No. \_\_\_\_\_

**Instructions on Reverse**



9-17-2015

## Immunization Program

Walgreens #9048

2595 East Bidwell

Folsom, CA 95630

916-817-6533

Invoice

Folsom College

10 College parkway

Folsom, CA 95630

Flu shot clinic for Wellness Fair

30 flu shots administered at the Wellness Event @ \$25.99 per vaccine = \$779.70

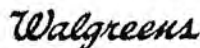
Amount Due is \$779.70

**Walgreens**  
AT THE CORNER OF HAPPY & HEALTHY™  
Immunization Program



Walgreens Community Off-Site Agreement

[Spanish Version](#) | [Print Contract](#)



COMMUNITY OFF-SITE CLINIC AGREEMENT

This **COMMUNITY OFF-SITE CLINIC AGREEMENT** ("Agreement") by and between the party indicated below ("Client"), and Walgreen Co., on behalf of itself and all of 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").

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Client and Walgreens, by their signatures below, hereby agree that (i) Walgreens will provide the Immunizations listed below, consisting of dispensing and administering of a certain vaccine or vaccines to participants ("Participants") at mutually agreed upon dates and times at the Client's facility(ies) listed below ("Covered Services"); and (ii) it will comply with the terms and conditions of this Agreement, as shown on the following pages.

Immunization	Payment Method	Price
Influenza - Standard/PF Injectable (trivalent)	Cash Paid by Employee	\$ 25.99

\*Price includes vaccine and administration.

Client Facility Location(s)\*:

**CLINIC LOCATION A**

Estimated Shots per Immunization			
<input type="text" value="30"/>	Influenza - Standard/PF Injectable (trivalent) (Cash Paid by Employee)		
Local Contact Name	Local Contact Phone	Local Contact Email	
Kathleen Kirkland	916-608-6555	kirklik@flc.losrios.edu	
Address1	Address2	City	State Zip
10 college parkway		Folsom	CA 95630
Clinic Date	Start Time	End Time	
09/30/2015	10:00am	1:30am	

IN WITNESS WHEREOF, Client and Walgreens have electronically executed this Agreement, as of the Effective Date.

CLIENT:

NAME:

TITLE:

DATE:

Send Legal Notices To Client At:

Attention to:

Address1:

Address2:

City:

State:

Zip Code:

**WALGREEN CO.**

NAME: Kevin Dantes

TITLE: Store Manager

DATE: 09/30/2015

DISTRICT NUMBER: 230

Send Legal Notices To Walgreens At:

Healthcare Innovations Group  
200 Wilmet Rd  
MS2222  
Deerfield, IL 60015  
Attn: Health Law - Divisional Vice President  
cc: clinicalcontracts@walgreens.com

Carefully review the Community Off-Site Agreement. If you agree to the conditions of the contract, please check "Approve" below and type your name into the Electronic Signature field. If there are any discrepancies in the Agreement, reject the Agreement and provide corrections in the notes field.

Approve  
Electronic  
Signature

Reject

WALGREENS COMMUNITY OFF-SITE CLINIC AGREEMENT  
TERMS AND CONDITIONS

**I. Walgreens' Responsibilities**  
Covered Services. Subject to the limitations or restrictions imposed by federal and state contracts, laws, and regulations, and the availability of the appropriate Immunization, Walgreens will provide the Covered Services to Participants. With respect to such Covered Services, the parties will comply with the procedures set forth herein.

Provision of Health Care Professionals. Walgreens will provide Client with the appropriate number of qualified health care professionals and technicians to provide Covered Services.

Professional Judgment. Walgreens may withhold Covered Services to a Participant for good cause, including but not necessarily limited to, the Participant's failure to pay for Covered Services rendered; requests by Participant for services inconsistent with the legal and

**VI. Insurance**  
Insurance. Each party will self-insure or maintain at its sole expense, and in amounts consistent with industry standards, Commercial General Liability Insurance and such other insurance as may be necessary to insure each respective 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. Walgreens certifies it will maintain adequate Professional Liability Insurance during the term of this Agreement. Walgreens will automatically name Client as Additional Insured under its Commercial General Liability policy, as per the terms of Walgreens' insurance policy. Evidence of such insurance can be obtained by downloading the Walgreens Memorandum of Liability Insurance and Memorandum of Professional Liability Insurance and other relevant information regarding Walgreens' insurance program at

regulatory requirements; or where, in the professional judgment of the health care professional, the services should not be rendered.

#### II. Client's Responsibilities

**Coordination.** Client will provide Participants with notice of the time and location in which Covered Services will be provided and provide a private, clean room location, tables and chairs for Walgreens' personnel and Participants. If applicable, Client will provide Participants with Walgreens-approved vouchers which Participants may redeem at a participating Walgreens store location.

**Access.** Client hereby grants to Walgreens, and to no other person or entity, access to its designated room or areas for the provision of Covered Services for the time and date(s) mutually agreed upon by the parties, in accordance with the provisions of this Agreement.

#### III. Payment

**Payment.** For the provision of Covered Services, Walgreens shall be reimbursed by Client or, to the extent agreed upon by the parties, by Participants, as set forth below. As used in this Agreement, "Usual and Customary Charge" shall refer to the amount charged to a cash customer for an immunization by the administering pharmacy at the time of administration, exclusive of sales tax or other amounts claimed.

**Payment by Client.** For those Covered Services reimbursed by Client, if any, Walgreens shall invoice Client monthly for such Covered Services at the lesser of the prices stated herein or the Usual and Customary Charge. Payments made by Client are due within thirty (30) days from receipt of the monthly invoice and must be sent to the remittance address stated on the invoice. The invoice will contain the following data elements, and no further information will be provided: Group ID, store number, prescription number, patient name, recipient number, physician name, cost, service fee, copayment amount, sales tax, total charge, date of service, and drug name/NDC.

**Payment by Participant.** For those Covered Services for which Walgreens will be reimbursed by Participant, if any, Walgreens will request from Participant evidence of coverage under third-party insurance or a government funded program (e.g., Medicare) prior to the provision of Covered Services. If such evidence is presented by the Participant and Walgreens is contracted with the third-party insurance or government funded program, Walgreens will submit the claim for that Participant and any copayment, coinsurance, deductible owed by the Participant will be billed at a later date. If such evidence is not provided at the time of service, Participant shall be responsible to compensate Walgreens at the lesser of the prices stated herein or the Usual and Customary Charge.

#### IV. Term and Termination

**Term and Termination.** This Agreement will commence as of the Effective Date and will continue for one year. Either party may terminate this Agreement upon prior written notice to the other party.

**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.

#### V. Indemnification

**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 wrongful act of the indemnifying party, its employees, or agents in carrying out its duties and obligations under the terms of this Agreement. This section will survive the termination of this Agreement.

<http://www.walgreens.com/topic/about/insurance/management.jsp>

#### VII. General Terms

**Confidentiality of PHI.** Both parties warrant that they will maintain and protect the confidentiality of all individually identifiable health information specifically relating to Participants ("Protected Health Information" or "PHI") 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 aggregated Participant information that does not contain PHI. This section will survive the termination of this Agreement.

**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 and the general public that Walgreens provides Covered Services. Any other reference to Walgreens in any Client materials must be pre-approved, in writing, by Walgreens.

**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, 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 giving rise to the party's failure to perform.

**Compliance.** The parties will comply with all applicable laws, rules, and regulations for each jurisdiction in which Covered Services 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. **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. **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 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.

©2015 Walgreen Co. All rights reserved.

*Walgreens*  
AT THE CORNER OF HAPPY & HEALTHY™



Thank you!  
Your Community Offsite  
Immunization Clinic Agreement  
has been submitted successfully!

# Walgreens

## COMMUNITY OFF-SITE CLINIC AGREEMENT

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For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Client and Walgreens, by their signatures below, hereby agree that (i) Walgreens will provide the **Immunizations** Immunizations listed below, consisting of dispensing and administering of a certain vaccine or vaccines to participants ("**Participants**") at mutually agreed upon dates and times at the Client's facility(ies) listed below ("**Covered Services**"); and (ii) it will comply with the terms and conditions of this Agreement, as shown on the following pages.

Immunization	Payment Method	Price
Influenza - Standard/PF Injectable (trivalent)	Cash Paid by Employee	\$ 25.99

\*Price includes vaccine and administration.

### Client Facility Location(s)\*:

#### CLINIC LOCATION A

Estimated Shots per Immunization				
<input type="text" value="30"/>	Influenza - Standard/PF Injectable (trivalent) (Cash Paid by Employee)			
Local Contact Name	Local Contact Phone	Local Contact Email		
Kathleen Kirkland	916-608-6555	kirklik@flc.losrios.edu		
Address1	Address2	City	State	Zip
10 college parkway		Folsom	CA	95630
Clinic Date	Start Time	End Time		
09/30/2015	10:00am	1:30am		

IN WITNESS WHEREOF, Client and Walgreens have electronically executed this Agreement, as of the Effective Date.

CLIENT: \_\_\_\_\_  
 NAME: \_\_\_\_\_  
 TITLE: \_\_\_\_\_  
 DATE: \_\_\_\_\_

**WALGREEN CO.**  
 NAME: Kevin Dantes  
 TITLE: Store Manager  
 DATE: 09/30/2015



Send Legal Notices To Client At:

Attention to:

Address1:

Address2:

City:

State:

Zip Code:

DISTRICT NUMBER: 230

Send Legal Notices To Walgreens At:

Healthcare Innovations Group  
 200 Wilmot Rd  
 MS2222  
 Deerfield, IL 60015  
 Attn: Health Law – Divisional Vice President  
 cc: clinicalcontracts@walgreens.com

## WALGREENS COMMUNITY OFF-SITE CLINIC AGREEMENT TERMS AND CONDITIONS

**I. Walgreens' Responsibilities**

Covered Services. Subject to the limitations or restrictions imposed by federal and state contracts, laws, and regulations, and the availability of the appropriate Immunization, Walgreens will provide the Covered Services to Participants. With respect to such Covered Services, the parties will comply with the procedures set forth herein.

Provision of Health Care Professionals.

Walgreens will provide Client with the appropriate number of qualified health care professionals and technicians to provide Covered Services.

Professional Judgment. Walgreens may withhold Covered Services to a Participant for good cause, including but not necessarily limited to, the Participant's failure to pay for Covered Services rendered; 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**

Coordination. Client will provide Participants with notice of the time and

**VI. Insurance**

Insurance. Each party will self-insure or maintain at its sole expense, and in amounts consistent with industry standards, Commercial General Liability Insurance and such other insurance as may be necessary to insure each respective 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. Walgreens certifies it will maintain adequate Professional Liability Insurance during the term of this Agreement. Walgreens will automatically name Client as Additional Insured under its Commercial General Liability policy, as per the terms of Walgreens' insurance policy. Evidence of such insurance can be obtained by downloading the Walgreens Memorandum of Liability Insurance and Memorandum of Professional Liability Insurance and other relevant information regarding Walgreens' insurance program at <http://www.walgreens.com/topic/about/insurance/management.jsp>.

**VII. General Terms**

Confidentiality of PHI. Both parties warrant that they will maintain and

location in which Covered Services will be provided and provide a private, clean room location, tables and chairs for Walgreens' personnel and Participants. If applicable, Client will provide Participants with Walgreens-approved vouchers which Participants may redeem at a participating Walgreens store location.

Access. Client hereby grants to Walgreens, and to no other person or entity, access to its designated room or areas for the provision of Covered Services for the time and date(s) mutually agreed upon by the parties, in accordance with the provisions of this Agreement.

### **III. Payment**

Payment. For the provision of Covered Services, Walgreens shall be reimbursed by Client or, to the extent agreed upon by the parties, by Participants, as set forth below. As used in this Agreement, "Usual and Customary Charge" shall refer to the amount charged to a cash customer for an immunization by the administering pharmacy at the time of administration, exclusive of sales tax or other amounts claimed.

Payment by Client. For those Covered Services reimbursed by Client, if any, Walgreens shall invoice Client monthly for such Covered Services at the lesser of the prices stated herein or the Usual and Customary Charge. Payments made by Client are due within thirty (30) days from receipt of the monthly invoice and must be sent to the remittance address stated on the invoice. The invoice will contain the following data elements, and no further information will be provided: Group ID, store number, prescription number, patient name, recipient number, physician name, cost, service fee,

protect the confidentiality of all individually identifiable health information specifically relating to Participants ("Protected Health Information" or "PHI") 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 aggregated Participant information that does not contain PHI. This section will survive the termination of this Agreement.

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 and the general public that Walgreens provides Covered Services. Any other reference to Walgreens in any Client materials must be pre-approved, in writing, by Walgreens.

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, 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 giving rise to the party's failure to perform.

Compliance. The parties will comply with all applicable laws, rules, and regulations for each jurisdiction in which Covered Services are provided under this Agreement. Each party will

copayment amount, sales tax, total charge, date of service, and drug name/NDC.

Payment by Participant. For those Covered Services for which Walgreens will be reimbursed by Participant, if any, Walgreens will request from Participant evidence of coverage under third-party insurance or a government funded program (e.g., Medicare) prior to the provision of Covered Services. If such evidence is presented by the Participant and Walgreens is contracted with the third-party insurance or government funded program, Walgreens will submit the claim for that Participant and any copayment, coinsurance, deductible owed by the Participant will be billed at a later date. If such evidence is not provided at the time of service, Participant shall be responsible to compensate Walgreens at the lesser of the prices stated herein or the Usual and Customary Charge.

#### **IV. Term and Termination.**

Term and Termination This Agreement will commence as of the Effective Date and will continue for one year. Either party may terminate this Agreement upon prior written notice to the other party.

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.

#### **V. Indemnification**

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

cooperate with reasonable requests by the other party for information that is needed for its compliance with applicable laws, rules, and/or regulations. 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. 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 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.

wrongful act of the indemnifying party, its employees, or agents in carrying out its duties and obligations under the terms of this Agreement. This section will survive the termination of this Agreement.

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