



Walmart Inc.  
Health & Wellness Division  
702 Southwest 8<sup>th</sup> Street  
Bentonville, AR 72712

Sam's West, Inc.  
Health & Wellness Division  
2101 Southeast Simple Savings Drive  
Bentonville, AR 72716

**EMPLOYEE PAID IMMUNIZATION AGREEMENT**

Walmart Inc., a Delaware corporation whose principal office is located at 702 S. W. 8th Street, Mail Stop 0440, Bentonville, Arkansas 72716-0440, on its own behalf and on behalf of all of its subsidiaries that own or operate pharmacies in the U.S. ("**Provider**") and County of Monterey ("**County**") enter into this Employee Paid Immunization Agreement ("**Agreement**") dated effective this 30th day of September, 2019 ("**Effective Date**"), pursuant to which County and Provider, each individually a ("**Party**") and collectively (the "**Parties**") agree to the following:

County seeks to offer immunizations to its employees ("**Employees**"), and Provider seeks to provide and administer the "**Immunizations**" (as listed on the chart below) to Employees at the address(es) listed below ("**Immunization Services**") on the date(s) listed below ("**Immunization Services Date**").

Immunization Services Date(s)	Immunization Services Address(es)	Immunizations to be dispensed (for example: Flu, Shingles, etc.)	Approximate # of Employees (for appropriate quantity of Immunizations)
9/30/2019 to 9/29/2020	1270 Natividad Road Salinas, CA 93906	Flu, Hep A, Hep B, Hep A & B Combo, HPV, Meningitis, MMR, Pneumonia 13, Pneumonia 23, TD, Shingles, Tdap, Varicella	50
9/30/2019 to 9/29/2020	Schilling Place 1441 Schilling Place, Salinas	Flu, Hep A, Hep B, Hep A & B Combo, HPV, Meningitis, MMR, Pneumonia 13, Pneumonia 23, TD, Shingles, Tdap, Varicella	TBD
9/30/2019 to 9/29/2020	Government Center 168 West Alisal St, Salinas	Flu, Hep A, Hep B, Hep A & B Combo, HPV, Meningitis, MMR, Pneumonia 13, Pneumonia 23, TD, Shingles, Tdap, Varicella	TBD
9/30/2019 to 9/29/2020	Health Department 1270 Natividad Road, Salinas	Flu, Hep A, Hep B, Hep A & B Combo, HPV, Meningitis, MMR, Pneumonia 13, Pneumonia 23, TD, Shingles, Tdap, Varicella	TBD
9/30/2019 to 9/29/2020	One Stop Career Center 730 La Guardia St, Salinas	Flu, Hep A, Hep B, Hep A & B Combo, HPV, Meningitis, MMR, Pneumonia 13, Pneumonia 23, TD, Shingles, Tdap, Varicella	TBD
9/30/2019 to 9/29/2020	Department of Social Services 1000 South Main St, Salinas	Flu, Hep A, Hep B, Hep A & B Combo, HPV, Meningitis, MMR, Pneumonia 13, Pneumonia 23, TD, Shingles, Tdap, Varicella	TBD
9/30/2019 to 9/29/2020	Seaside Family Health Center 1156 Fremont Blvd., #100, Seaside	Flu, Hep A, Hep B, Hep A & B Combo, HPV, Meningitis, MMR, Pneumonia 13, Pneumonia 23, TD, Shingles, Tdap, Varicella	TBD
9/30/2019 to 9/29/2020	Department of Social Services 116 Broadway, King City	Flu, Hep A, Hep B, Hep A & B Combo, HPV, Meningitis, MMR, Pneumonia 13, Pneumonia 23, TD, Shingles, Tdap, Varicella	TBD

1. **Execution of Release:** County shall ensure that each Employee executes a Release of Liability Form prior to receiving any Immunization Service when Immunizations are offered on-site at County's location. A copy of the Release of Liability Form is attached and incorporated herein as Exhibit A.
2. **Immunization Services:** Provider will provide the appropriate personnel and all supplies necessary to perform the Immunization Services set forth herein. Provider shall ensure that both Provider and all personnel administering Immunization Services hold any license, certification or legal or regulatory approval required in order to legally perform such services in the location where Immunization Services are administered.
3. **Identification:** County shall require its Employees to provide legal identification at the time Immunization Services are provided to verify appropriate Employees are utilizing the Immunization Services.
4. **Access:** County shall allow the personnel of Provider access to the premises of County without unreasonable interference and shall instruct its shareholders, directors, officers, Employees and agents that they are not to act in any such way as may result in injury to the personnel of Provider or injury to the business reputation of Provider. County shall provide the personnel of Provider with adequate facilities in which to administer the Immunizations requested by the Employees of County. During the time that Immunizations are being administered by the personnel of Provider, County shall not:
  - a. Undertake any construction activities within the immediate vicinity where the Immunizations are being administered;
  - b. Operate any construction or transportation equipment or machinery that could endanger the well-being of the personnel of Provider or unreasonably interfere with the administration of Immunizations;
  - c. Receive, retain, or store any Hazardous Substance or related material in the immediate presence of the personnel of Provider or Employees during Provider's administration of immunizations. For the purposes of this Agreement, "Hazardous Substance" means:
    - i. Hazardous material, hazardous waste, hazardous substance, toxic substance, biomedical waste, infectious waste, medical waste, or toxic waste identified by any federal or state law; chemical, mixture, medical device, pharmaceutical, or common material capable of causing harm; or solid, liquid, contained gas, sludge, pollutant, asbestos, petroleum product, polychlorinated biphenyls, unused or returned consumer product, or other material, any of which, during the term of this Agreement, become regulated as hazardous material, hazardous waste, hazardous substance, toxic waste, or toxic substance; or
    - ii. Any solid, liquid, contained gas, sludge, pollutant, asbestos, polychlorinated biphenyls, or other material that, during the term of this Agreement, becomes prohibited or requires special handling or treatment under any applicable law or regulation, including common law.
  - d. Solicit or distribute any handbills or other advertising to the personnel of Provider, or the Employees receiving Immunizations from the personnel of Provider, unless otherwise protected by law.
5. **Payment.** No payment shall be exchanged between County and Provider. Employees must present their pharmacy benefit identification card on Immunization Services Date. Provider will document such information and submit claims for payment in accordance with the pharmacy benefit identification card provided by Employee. County shall cooperate with Provider in advance of the Immunization Services Date in order to determine the applicable plan-benefit designs for Provider to research in the event that co-pays must be collected for certain Immunizations to be administered on the Immunization Services Date. In the case that Employees do not have or wish to present insurance to Provider, Employees shall pay Provider for the immunization at the time of service at Provider's usual and customary rate.

6. **Notices:** Any and all notices, requests, consents, demands, or other communications required to be given hereunder shall be in writing and shall be deemed to have been duly given (i) when delivered, if sent by United States registered or certified mail (return receipt requested), or (ii) on the second business day after sending, if sent by United States Express Mail or overnight courier with return receipt requested - in each case to the Parties at the following addresses (or at such other addresses as shall be specified by like notice) with postage or delivery charges prepaid:

All notices shall be sent to:

If to County:		If to Provider:
Attn: Patricia D McFadden, PhD		ATTN: National Account Manager
County of Monterey		Walmart Inc.
1270 Natividad Road Salinas, CA 93906		702 S.W. 8 <sup>th</sup> Street Mailstop 0440 Bentonville, AR 72716
McFaddenPD@co.monterey.ca.us		Walmart: <a href="mailto:RPHIMZ@email.wal-mart.com">RPHIMZ@email.wal-mart.com</a>
With a copy to:		With a copy to: ATTN: Senior Vice President and General Counsel Walmart U.S. Legal Mailstop 0185 702 S.W. 8 <sup>th</sup> Street Bentonville, AR 72716-0185

7. **Amendment:** This Agreement, including schedules, exhibits, and addenda to which this Agreement refers or which are attached hereto, may be amended only in a writing, signed by both Parties, and attached to and incorporated into this Agreement. County and Provider agree to negotiate in good faith to amend the Agreement if a change in law should materially affect the terms of this Agreement.
8. **Assignment:** This Agreement may not be assigned by either Party.
9. **Governing Law:** This Agreement shall be construed and enforced in accordance with the laws of California without regard to conflict of law principles.
10. **Indemnification.**
- a. **Indemnification by Provider:** Provider shall be responsible for and agrees to indemnify, pay for the defense of, and hold harmless County and its shareholders, directors, officers, employees and agents, from and against any and all claims, causes of action, obligations, liability, judgments, liens, debts, damages (of every kind and nature), losses, costs, fees and expenses (including reasonable attorneys' fees) (collectively, "**Damages**") to the extent that such Damages relate to or arise from: (i) Provider's or its officers, directors, partners, members, employees or agents' breach or default of any term, condition, representation, warranty, promise, or covenant in this Agreement, or (ii) Provider's negligence or willful misconduct in the performance of its obligations under this Agreement. This provision shall survive the expiration or termination of this Agreement.
- b. **Indemnification by County:** County shall be responsible for and agrees to indemnify, pay for the defense of, and hold harmless Provider and its shareholders, directors, officers, employees and agents, from and against any and all Damages to the extent that such Damages relate to or arise from: (i) County's or its shareholders, directors, officers, employees, or agents' breach or default of any term, condition, representation, warranty, promise, or covenant in this Agreement, or (ii) County's negligence or willful misconduct in the performance of its obligations under this Agreement. This provision shall survive the expiration or termination of this Agreement.

11. **11. Evidence of Coverage:**

Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

**Qualifying Insurers:**

All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

Insurance Coverage Requirements: Without limiting CONTRACTOR 's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad Form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Business Automobile Liability Insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.

(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

(Note: any proposed modifications to these workers ' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

- 12. **Relationship of Provider and County:** County and Provider are independent contractors to each other. Nothing in this Agreement or otherwise shall be construed or deemed to create any other relationship, including one of employment, agency, partnership or joint venture.
- 13. **No Third-Party Beneficiaries:** Nothing in this Agreement shall be construed as, or deemed to create, any right or remedy in any third party, and no third party shall have any right or cause of action under this Agreement, including any Employees or Processor, except as otherwise specifically provided herein.
- 14. **No Government Contractor:** This Agreement shall not obligate Provider to status as federal, state, or local contractor nor obligate Provider to any other obligations not listed herein. By signing this Agreement, County expressly warrants that it is not an entity subject to any state procurement law or subcontractor law that would obligate Provider to status as federal, state, or local contractor by virtue of Provider providing Immunization Services to County's Employees without any payment between Provider and County.
- 15. **Counterparts:** This Agreement may be executed in a number of counterparts, and each counterpart signature, when taken with the other counterpart signatures, is treated as if executed upon one original of this Agreement.
- 16. **Termination:** This Agreement may be terminated upon 30 days written notice from one Party to the other Party.

Each Party, intending to be bound, has executed this Agreement on the date set forth below its signature, the County signing last. This Agreement shall not be binding unless signed by both Parties.

**COUNTY:**

County of Monterey

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**PROVIDER:**

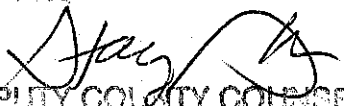
Walmart Inc.

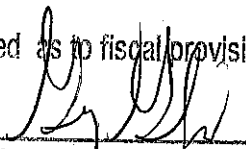
Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: Divisional Health & Wellness Senior Director

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

APPROVED AS TO FORM  
  
DEPUTY COUNTY COUNSEL  
COUNTY OF MONTEREY

Reviewed as to fiscal provisions  
  
Auditor-Controller  
County of Monterey  
9-19-19

**EXHIBIT A  
RELEASE OF LIABILITY FORM**

EACH EMPLOYEE REQUESTING IMMUNIZATION SERVICES AT COUNTY'S LOCATION IS REQUIRED TO COMPLETE, SIGN, AND SUBMIT THIS FORM TO THE ATTENDING TECHNICIAN PRIOR TO RECEIVING IMMUNIZATION SERVICES.

I, the undersigned, am requesting Immunization Services be provided by Walmart Inc. ("**Provider**"), which shall be sponsored by County of Monterey ("**County**"). I release County and Provider, and their agents, officers, and employees, and agree to hold them harmless from any and all liability, claims, damages, actions and causes of action whatsoever, for loss, damages, or injury to persons or property, regardless of when they occurred and however caused with which County and Provider and their agents, officers, or employees may be charged in connection, directly or indirectly with the Immunization Services.

I further agree to disclose in writing below, all of my physical and medical conditions, limitations and sensitivities, and agree to release and hold County and Provider and their agents, officers, and employees harmless from any liability, claims, damages, actions and causes of action in any way relating to or arising from said conditions, limitations or sensitivities.

I expressly agree that all parts of the Immunization Services process will be undertaken at my own risk, and I represent that I fully understand any risks involved, and that I am able to participate in all Immunization Services provided to me.

I further agree that County and Provider and their agents, officers, and employees shall not be liable for any claims, demands, injuries, damages, actions, or causes of action whatsoever arising out of, or connected with the use of any of their services, facilities or equipment.

Signed:

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

Printed Name: \_\_\_\_\_