

Walmart Inc.
Health & Wellness |
702 Southwest 8th
Bentonville, AR 72712



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

EMPLOYEE PAID IMMUNIZATION AGREEMENT

Walmart Inc., a Delaware corporation whose principal office is located at 2608 SE J 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 The County of Monterey (“**County**”) enter into this Employee Paid Immunization Agreement (“**Agreement**”) dated effective this 13th day of September, 2022 (“**Effective Date**”), pursuant to which County and Provider, each individually a (“**Party**”) and collectively (the “**Parties**”) agree to the following:

County seeks to offer certain immunizations specified by County (the “**Immunizations**”) to its employees (“**Employees**”), and Provider seeks to provide and administer those Immunizations to such Employees (the “**Immunization Services**”) on dates and locations agreed upon between the Parties (“**Immunization Services Date(s)**”).

1. **Immunization Services, Immunization Services Dates, and CA Regulatory Requirements.** The Parties shall agree upon all Immunization Services and Immunization Service Dates in writing between the Parties no less than seven (7) days prior to the commencement of any such Immunization Services by Provider. Further, Provider shall ensure that all Immunization Services provided are recorded in the California Immunization Registry (CAIR2), consistent with California State Board of Pharmacy regulations.
2. **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.
3. **Immunization Services:**
 - a. Provider will provide the appropriate personnel and all supplies necessary to perform the Program Services set forth herein. Provider shall ensure that both Provider and all personnel administering Program Services hold any license, certification or legal or regulatory approval required in order to legally perform such services in the location where Program Services are administered.
 - b. Organization will provide adequate space for any Program Event(s) held at any of Organization’s locations as shall be mutually agreed upon between Provider and Organization.
4. **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.
5. **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.
6. **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.
7. **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: Christabelle Oropeza		ATTN: National Account Manager
The County of Monterey		Walmart Inc.
1441 Schilling Place – South 1st Floor, Salinas, CA 93901		702 S.W. 8 th Street Mailstop 0440 Bentonville, AR 72716
oropezacz@co.monterey.ca.us		Walmart: imzcont@wal-mart.com
With a copy to: Public Health Contracts PHContracts@co.monterey.ca.us		With a copy to: ATTN: Senior Vice President and General Counsel Walmart U.S. Legal Mailstop 0185 702 S.W. 8 th Street Bentonville, AR 72716-0185

8. **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.
9. **Assignment:** This Agreement may not be assigned by either Party.
10. **Governing Law:** This Agreement shall be construed and enforced in accordance with the laws of California without regard to conflict of law principles.
11. **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.

12. **EVIDENCE OF COVERAGE:**

Prior to commencement of this Agreement, Provider 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, Provider 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 Provider 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 Provider.

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 Provider's duty to indemnify, Provider 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 Provider 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 Provider 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.)

- 11. **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.
- 12. **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.
- 13. **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.
- 14. **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.
- 15. **Term and Termination:** This Agreement commences as of the Effective Date and continues for two years, after which it shall expire. 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:

The County of Monterey

Signature: _____

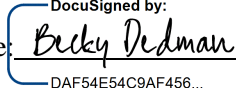
Printed Name: _____

Title: _____

Date signed: _____

PROVIDER:

Walmart Inc.

Signature:  _____
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Printed Name: Becky Dedman

Title: Divisional H&W Sr. Director II

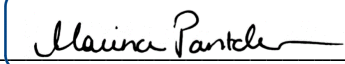
Date signed: April 6, 2023 | 17:32 CDT

Walmart Inc.
Term September 13, 2022, to September 13, 2024

COUNTY OF MONTEREY

**Approved as to Form
Office of the County Counsel
Leslie J. Girard, County Counsel**

**Approved as to Fiscal Provisions
Auditor/Controller**

DocuSigned by:

By: _____
65EE9F1502BD412...
Deputy County Counsel

DocuSigned by:

By: _____
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Auditor/Controller

Date: 4/26/2023 | 10:16 AM PDT

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