



Wal-Mart Stores, Inc.
 Health & Wellness Division
 702 Southwest 8th Street
 Bentonville, AR 72712

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

WORK-PLACE/HEALTH FAIR IMMUNIZATION AGREEMENT

Wal-Mart Stores, 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 INSERT THE LEGAL NAME OF ORGANIZATION CONTRACTING WITH] ("**Organization**") enter into this Work-Place / Health Fair Immunization Agreement ("**Agreement**") dated effective this 20 day of July, 2012 ("**Effective Date**"), pursuant to which Organization and Provider, each individually a ("**Party**") and collectively (the "**Parties**") agree to the following:

Organization seeks to offer immunizations to its members ("**Members**"), and Provider seeks to provide and administer the "**Immunizations**" (as listed on the chart below) to Members 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 Number of Members (to ensure appropriate quantity of Immunizations) |
|-------------------------------|--|--|---|
| Sept 16 - Nov 16 | 10246 N Canyon Rd Cedarville, AR 84062 | Flu, Shingles, Tetanus, Pneumonia | 15 |
| | | | |
| | | | |

1. **Execution of Release:** Organization shall ensure that each Member executes a Release of Liability Form prior to receiving any Immunization Service when Immunizations are offered on-site at Organization'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:** Organization shall require its Members to provide legal identification at the time Immunization Services are provided to verify appropriate Members are utilizing the Immunization Services.

4. **Access:** Organization shall allow the personnel of Provider unhindered access to the premises of Organization without unreasonable interference and shall instruct its shareholders, directors, officers, Members 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. Organization shall provide the personnel of Provider with adequate facilities in which to administer the Immunizations requested by the Members of Organization. During the time that Immunizations are being administered by the personnel of Provider, Organization 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 the Members of Organization. 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 Members of Organization receiving Immunizations from the personnel of Provider, unless otherwise protected by law.
5. **Payment.** No payment shall be exchanged between Organization and Provider. Members 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 Member. Organization 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 a Member does not have or wish to present insurance to Provider, Member 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 Organization: | If to Provider: |
|---------------------|-----------------|

| | | |
|-----------------|--|---|
| | | Wal-Mart Stores, Inc. |
| | | 702 S.W. 8 th Street Mailstop 0440 |
| | | Bentonville, AR 72716 |
| | | ATTN: National Account Manager H.Wtpsc@Wal-Mart.com |
| With a copy to: | | With a copy to: Wal-Mart U.S. Legal ATTN: Senior Vice President and General Counsel Mailstop 0185 702 S.W. 8 th Street Bentonville, AR 72716-0185 |

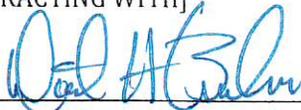
7. **Amendment:** This Agreement, including schedules, exhibits, and addenda to which this Agreement refers or which are attached hereto, may be amended only in a writing, signed by both Parties, and attached to and incorporated into this Agreement. Organization and Provider agree to negotiate in good 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 the State of Arkansas 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 Organization and its shareholders, directors, officers, Members 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, Members 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 Organization:** Organization shall be responsible for and agrees to indemnify, pay for the defense of, and hold harmless Provider and its shareholders, directors, officers, Members and agents, from and against any and all Damages to the extent that such Damages relate to or arise from: (i) Organization's or its officers, directors, partners, members, Members or agents' breach or default of any term, condition, representation, warranty, promise or covenant in this Agreement, or (ii) Organization'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. **Relationship of Provider and Organization:** Organization 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 Member 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, Organization 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 Organization's Members without any payment between Provider and Organization.
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. A facsimile signature of any Party to this Agreement is binding upon that Party as if it were an original.
15. **Termination:** This Agreement may be terminate upon written notice from one Party to the other Party until the date after Immunizations are administered to Members of Organization.

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

ORGANIZATION:

[INSERT THE LEGAL NAME OF ORGANIZATION CONTRACTING WITH]

By: 
 Name: DAVID H. BUNKER
 Title: CITY MANAGER/ENGINEER
 Date: 7-20-2016

PROVIDER:

Wal-Mart Stores, Inc.

By: _____
 Name: _____
 Divisional H&W Sr. Director
 Date: _____