



P.O. Box 839999, San Antonio, Texas 78283-3999

**HEB Pharmacy Agreement to Administer Immunizations for****I. Overview**

HEB Pharmacy (HEB) will provide flu immunizations to (EMPLOYER) employees on agreed-upon clinic dates. HEB will supply licensed and certified personnel to perform flu immunizations and will supply all vaccine, medical supplies, and forms. Benefit eligibility will be verified at the time of service through an employee identification process agreed to by EMPLOYER. HEB will offer flu shots to non-eligible employees and guests through individual payment at the discounted price offered to EMPLOYER.

**II. Pricing\*\***

HEB will offer two types of flu vaccine for EMPLOYER flu clinic(s). Your HEB Pharmacy contact can explain the difference in product to you. Once the vaccine is selected, HEB will provide the above services to EMPLOYER employees either through insurance billing or invoicing arrangement as outlined below. Vaccinations billed to EMPLOYER insurance will be billed via claims submission at the prevailing insurance contract rate between EMPLOYER insurance and HEB. For vaccinations invoiced to EMPLOYER, HEB will extend the following rates:

# of shots	Price per dose of Trivalent Vaccine	Maximum Immunizer time at site
40-100	\$24.00	1 hour
101-200	\$23.00	3 hours
201+	\$22.00	Varies

# of shots	Price per dose of Quadrivalent Vaccine	Maximum Immunizer time at site
40-100	\$36.00	1 hour
101-200	\$35.00	3 hours
201+	\$34.00	Varies

\*\* The discounted rates shown are contingent on EMPLOYER granting exclusive rights to HEB to execute flu vaccination clinics at the sites designated below for the period from August 1, 2014 through January 31, 2015, and availability of vaccine. HEB may change the pricing set forth herein at any time to reflect increases in supply and/or procurement costs and/or other changes in the market upon 30 days' prior written notice to you.

**III. Product selection**

EMPLOYER has selected ☐ Quadrivalent vaccine ☒ Trivalent vaccine (check all that apply), with the following conditions (if any):

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**IV. Clinic Scheduling**

Site	Date	Est. # of Shots
Last two weeks of October - Wilco On Site Locations		

**H-E-B  
Pharmacy**

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4. H-E-B Bill EMPLOYER via invoice after clinic completion?☒ YesEmployer Pay \$22.00\*Participant Copay \$          Where to mail invoice? 301 S/E/ Inner Loop, Suite 108, Georgetown, TX 78626

Billing requirement: (i.e. Do you need employee names, employee signature, etc)

Yes☐ No Proceed to #5

## 5. Billing requirements/notes not mentioned in items 1-5?

Completed Sign In Flu Sheets - Include Employee/Retiree Name Employee# and Covered Spouse Name

\*All Participant Co-pays must be paid at the time of service

VI. Acknowledgement. I, the undersigned am authorized to make billing and payment arrangements on behalf of \_\_\_\_\_ for the provision of flu immunizations by H-E-B Pharmacy. I understand and agree that participant flu shots will be Invoiced by H-E-B in the manner described above. I understand if payment is not received within 60 days of service, H-E-B will bill the participant directly.

For \_\_\_\_\_

Print Name \_\_\_\_\_

Sign \_\_\_\_\_

Date \_\_\_\_\_

For HEB

Print Name Patrick JohnsonSign [Signature]Date 10-1-14



**ADDENDUM NO. 1**  
**TO HEB PHARMACY CONTRACT TO ADMINISTER IMMUNIZATIONS**  
**FOR WILLIAMSON COUNTY**  
**(FY2015)**

The underlying HEB Pharmacy Contract To Administer Immunizations For Williamson County for FY2015 (the "Contract"), between HEB Grocery Company, LP ("HEB") and Williamson County, Texas ("County") is amended as specifically set forth herein to incorporate the terms and conditions of this Addendum No. 1. As amended, the Contract shall remain in full force and effect according to its terms and conditions. All terms used in this Addendum No. 1 shall have the meanings attributed to them in the Contract. This Addendum No. 1 supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter. In the event there is a conflict between the terms and conditions of the Contract and the terms and conditions of this Addendum No. 1, the following terms and conditions of this Addendum No. 1 shall control:

1. **Venue and Governing Law.** Each party to this Contract hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Contract shall lie exclusively in Williamson County, Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Contract is governed by the laws of the United States, this Contract shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.
2. **No Waiver of Immunities.** Nothing in this Contract shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.
3. **County's Right to Audit.** HEB agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of HEB which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. HEB agrees that County shall have access during normal working hours to all necessary HEB facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give HEB reasonable advance notice of intended audits.
4. **Non-Appropriation and Fiscal Funding.** The obligations of the County under this Contract do not constitute a general obligation or indebtedness of County for which County is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that County shall have the right to terminate this Contract at the end of any County fiscal year if


officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

9. **Execution in Counterparts.** This Contract may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which together shall constitute one and the same document.

10. **Successors and Assigns.** This Contract shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

HEB Grocery Company, LP, a Texas  
Limited Partnership doing business  
through its General Partner, HEBCO  
GP, LLC ("HEB")


Williamson County, Texas ("County")

By:  Authorized Agent

Printed name: Patricia Johnson

Title: Pharmacy Manager

Date: 10-1-14

By:  Hon. Dan A. Gattis  
Williamson County Judge

Date: 10-10-14