

ADDENDUM NO. 1
TO HEB PHARMACY CONTRACT TO ADMINISTER IMMUNIZATIONS
FOR WILLIAMSON COUNTY
(FY2016)

The underlying HEB Pharmacy Contract To Administer Immunizations For Williamson County for FY2016 (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

the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to HEB at the end of its then-current fiscal year to be effective as of the last day of County's fiscal year.

5. **Payment, Interest and Late Payments.** County's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice submitted by HEB, County shall notify HEB of the error not later than the twenty first (21st) day after the date County receives the invoice. If the error is resolved in favor of HEB, HEB shall be entitled to receive interest on the unpaid balance of the invoice submitted by HEB beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of the County, HEB shall submit a corrected invoice that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice is not paid by the appropriate date.

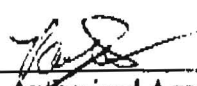
6. **Relationship of the Parties.** Each party to this Contract, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.
7. **Sales and Use Tax Exemption.** County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. § 151.309, as amended, and the services and materials subject hereof are being secured for use by County. Exemption certificates will be provided to contractors and suppliers upon request.
8. **Texas Public Information Act.** To the extent, if any, that any provision in this Contract is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its

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: Patrick Johnson

Title: Pharmacy manager

Date: 9-28-15


By: Hon. Dan A. Gattis

Williamson County Judge

Date: 09-30-2015