

STATE OF TEXAS           §  
  §  
COUNTY OF FORT BEND   §

**2016 RENEWAL AMENDMENT TO**  
**AGREEMENT BETWEEN FORT BEND COUNTY AND MAXOR PLUS, LTD.**  
**FOR PRESCRIPTION DRUG MANAGEMENT SERVICES**  
**PURSUANT TO RFP 05-004**

THIS 2016 RENEWAL AMENDMENT is made and entered into by and between Fort Bend County, (hereinafter “County”), a body corporate and politic under the laws of the State of Texas, and Maxor Plus, Ltd. LLC (hereinafter “Contractor”), a company authorized to conduct business in the State of Texas.

**WITNESSETH**

WHEREAS, Contractor has provided prescription drug management services to County pursuant RFP 05-004 since January 1, 2005;

WHEREAS, a copy of the initial Maxorplus, Ltd. Pharmacy Service Agreement executed on or about February 1, 2005 and renewed annually thereafter, (hereinafter collectively referred to as “Prior Agreements”), is attached hereto as Exhibit “One” and incorporated by reference; and

WHEREAS, the Parties wish to continue service in the same manner except as specifically noted herein.

WHEREAS, the following changes are incorporated as if a part of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

1. **Renewal.** This Agreement shall renew effective January 1, 2016 and shall expire December 31, 2016 under the same terms and conditions; except as herein. Any such amendments identified in this 2016 Renewal Amendment shall be effective as of January 1, 2016.
2. **Pricing.** Contractor shall continue to invoice County via the County’s Medical Benefit Plan Administrator for all prescriptions dispensed pursuant to the Agreement in accordance with the pricing described in the “Addendum to Pharmacy Services Agreement Between Maxorplus, Ltd. and Fort Bend County” executed on or about December 17, 2013, which is included in Exhibit One.
3. **Rebates.** Contractor shall rebate to County via the County’s Medical Benefit Plan Administrator for manufacturer payments received by Contractor as follows:
  - a. \$17.00 per retail brand claim; and
  - b. \$51.00 per mail order brand claim.

4. **Plan Description and Copayments.** Contractor shall provide claims processing and related services in accordance with the Summary of Drug Coverage document attached hereto as Exhibit "Two" and incorporated by reference.
5. **Plan Changes.** A complete copy of the 2016 FORT BEND COUNTY EMPLOYEE BENEFIT MEDICAL PLAN DOCUMENT will be provided electronically to Contractor within 15 business days of approval of the Fort Bend County Commissioners Court. Contractor shall communicate all inquiries concerning the day to day administration and operation of the Benefit Plan and/or this Agreement to the County Risk Management Director. However, only the Commissioners Court and the County Purchasing Agent (in accordance with the County Purchasing Act) are authorized to execute legal documents on behalf of the County.
6. **Conflict.** All terms and conditions of including any addenda or amendment, not modified herein shall remain in full force and effect and for the term of this agreement. If there is a conflict between this 2016 Amendment and any prior executed document, the provisions of this Amendment shall prevail; thereafter conflicts shall be resolved in favor of the more recently executed document.

FORT BEND COUNTY

MAXORPLUS, LTD.

\_\_\_\_\_  
Robert E. Hebert, County Judge

\_\_\_\_\_  
Authorized Agent- Signature

*STEVE SMITH*

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Agent- Printed Name

*EVP*

ATTEST:

\_\_\_\_\_  
Title

\_\_\_\_\_  
Laura Richard, County Clerk

\_\_\_\_\_  
Date

*11/19/15*

Exhibit One: Prior Agreements

Exhibit Two: Summary of Drug Coverage document

**AUDITOR'S CERTIFICATE**

I hereby certify that funds in the amount of \$\_\_\_\_\_ are available to pay the obligation of Fort Bend County within the foregoing Agreement.

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Robert Ed Sturdivant, County Auditor

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