

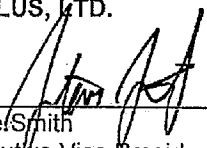
**AMENDMENT TO  
PHARMACY BENEFIT MANAGEMENT  
BETWEEN  
MAXORPLUS, LTD. AND FORT BEND COUNTY**

MaxorPlus, Ltd., ("MAXORPLUS") and Fort Bend County (CLIENT) have a Pharmacy Service Agreement ("the Agreement") with an effective date of January 1, 2005, and extended from time to time and amended by an Addendum adopted September 18, 2009, which requires an Amendment to Exhibit A, the dispensing fee in 1., Retail Prescriptions, from \$2.50 per prescription to \$1.90 per paid retail prescription, to change the dispensing fee in 3. Chronic/Specialty Injectable Pharmacy, from \$2.50 per prescription to \$1.90 per prescription, and to change the Rebates to Client from \$0.50 per paid prescription to \$1.50 per paid retail prescription, and to add a Mail Order Rebate of \$6.00 per paid Mail Order prescription.


Therefore, the changes stated above are adopted. In all other respects the Agreement shall remain unchanged.

EXECUTED this 23rd day of April, 2013 by the last of the parties to sign, with an intended effective date of May 1, 2011.

MAXORPLUS, LTD.

By:   
Steve Smith  
Title: Executive Vice President  
Date: 4/26/11

FORT BEND COUNTY

By:   
Robert E. Hebert  
Title: County Judge  
Date: April 23, 2013



**ADDENDUM TO  
PHARMACY SERVICES AGREEMENT  
BETWEEN  
MAXORPLUS, LTD. AND FORT BEND COUNTY**

MaxorPlus, Ltd., ("MaxorPlus") and Fort Bend County (CLIENT) have a Pharmacy Service Agreement ("the Agreement") with an effective date of January 1, 2005, and extended from time to time and amended by an Addendum adopted September 18, 2009 and May 1, 2011, which Agreement requires an Amendment to Exhibit A as follows and which requires the adoption of the attached Exhibit D, Business Associate Addendum:

1. **Retail Prescriptions.** For each Prescription dispensed by a Participating Pharmacy to an Eligible Member, CLIENT shall reimburse MAXORPLUS an amount equal to the lesser of: the Participating Pharmacy's Usual and Customary Price less co-payment amount as established by the CLIENT; or AWP less 15% for brand-name drugs plus \$1.50 less co-payment amount as established by CLIENT; or for generic drugs Maximum Allowable Cost plus \$1.50 less the Eligible Member's co-payment amount as established by CLIENT.
2. **Mail Order Pharmacy.** For each Prescription dispensed by the MAXORPLUS Mail Order Pharmacy to an Eligible Member, CLIENT shall pay MAXORPLUS AWP less 20% plus \$0.00 for brand-name drugs less co-payment amount as established by CLIENT; or AWP less 60% or MAC plus \$0.00 for generic drugs less co-payment amount as established by CLIENT. If shipping fees increase during the term of this Agreement the foregoing fees shall be increased by the same amount. The minimum charge per Prescription shall be \$9.50. In the event an Eligible Member submits to MAXORPLUS a Co-payment in an insufficient amount, and MAXORPLUS is unable to collect the correct Co-payment amount from the Eligible Member, then MAXORPLUS may invoice CLIENT for the amount of the uncollected Co-payment(s) on a regular basis, and CLIENT shall be liable for payment of such co-payment amount.
3. **Chronic Injectable/Specialty Pharmacy.** For each prescription dispensed by Maxor Specialty to an eligible member, CLIENT shall pay MAXORPLUS the lesser of: AWP less 15.65% plus \$1.50 or MAC plus \$1.50 less co-payment as established by CLIENT for Tier 1 Specialty Drugs; or AWP less 17.65% plus \$1.50 or MAC plus \$1.50 less co-payment as established by CLIENT for Tier 2 Specialty Drugs; or AWP less 19.65% plus \$1.50 or MAC plus \$1.50 less co-payment as established by CLIENT for Tier 3 Specialty Drugs; or AWP less 21.65% plus \$1.50 or MAC plus \$1.50 less co-payment as established by CLIENT for Tier 4 Specialty Drugs as designated by MAXORPLUS. The AWP less the applicable discount plus \$1.50 shall cover shipping fees and necessary overnight delivery due to stability of medications. In the event an Eligible Member submits to MAXORPLUS a Co-payment in an insufficient amount, and MAXORPLUS is unable to collect the correct Co-payment amount from the Eligible Member, then MAXORPLUS may invoice CLIENT for the amount of the uncollected Co-payment(s) on a regular basis, and CLIENT shall be liable for payment of such co-payment amount.

The attached document, labeled as Exhibit D Business Associate Addendum, and executed by the parties is adopted and appended to the Agreement

Therefore, the changes and additions stated above are adopted. In all other respects the Agreement shall remain unchanged.

MaxorPlus Initials:   
CLIENT Initials: 

EXECUTED this 23rd day of April, 2013, by the last of the parties to sign, with an intended effective date of January 1, 2013.

MAXORPLUS, LTD.

By: \_\_\_\_\_

Steve Smith

Title: Executive Vice President

Date: \_\_\_\_\_

12/20/12

FORT BEND COUNTY

By: \_\_\_\_\_

Robert E. Hebert

Title: County Judge

Date: April 23, 2013

**EXHIBIT "D"**  
**BUSINESS ASSOCIATE ADDENDUM**

This Business Associate Addendum (the "Addendum") is made as of the 1st day of January, 2013 by and between Fort Bend County Covered Entity") and MaxorPlus ("Business Associate").

**RECITALS**

**WHEREAS**, Fort Bend County is a Covered Entity, as that term is used in the Security Standards for the Protection of Electronic Protected Health Information and the Standards for Privacy of Individually Identifiable Health Information (collectively the "HIPAA Standards"), 45 CFR parts 160 and 164, issued under the Health Insurance Portability and Accountability Act of 1996, as amended;

**WHEREAS**, MaxorPlus is a Business Associate of Covered Entity, as that term is used in the HIPAA Standards;

**WHEREAS**, Covered Entity and Business Associate have entered into one or more agreements ("Services Agreements") under which Business Associate receives from Covered Entity protected health information ("PHI"), as defined in the HIPAA Standards, concerning COVERED ENTITY's patients;

**WHEREAS**, Covered Entity is required by the HIPAA Standards to obtain certain assurances from Business Associate;

**WHEREAS**, the provisions of this Addendum are agreed to for purposes of complying with the HIPAA Standards, and apply with respect to all PHI created or received by Business Associate in performing its duties under this Agreement;

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the parties agree as follows:

**Terms**

In consideration of the mutual covenants contained herein, Covered Entity and Business Associate agree as follows:

**1. COMPLIANCE WITH PRIVACY STANDARDS.**

(a) Business Associate will not use or disclose PHI other than as permitted or required by this Addendum or as required by law.

(b) Business Associate will use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Addendum.

(c) Business Associate will mitigate, to the extent practicable, any harmful effect

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that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Addendum.

(d) Business Associate will report to Covered Entity any use or disclosure of PHI not provided for by this Addendum of which Business Associate becomes aware.

(e) Business Associate will ensure that any agent to whom Business Associate provides PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply to Business Associate through this Addendum with respect to such information.

(f) Business Associate will make books and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Secretary of Health and Human Services or the Secretary's designee, in a time and manner designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Standards.

(g) At Covered Entity's request, Business Associate will make available PHI in Business Associate's possession to enable Covered Entity to respond to a request by an individual for access to PHI in accordance with 45 CFR § 164.524.

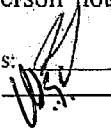
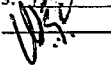
(h) At Covered Entity's request, Business Associate will make available PHI in Business Associate's possession for amendment, and will incorporate any amendments to PHI, in accordance with 42 CFR § 164.526.

(i) Business Associate will document and provide to Covered Entity such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528. Upon receipt of a request for an accounting directly from an individual, Business Associate will provide to the individual an accounting of disclosures made by Business Associate containing the information described in 42 CFR § 164.528.

(j) Business Associate may use or disclose PHI to perform services for or on behalf of Covered Entity as specified in the Services Agreements, provided that such use or disclosure would not violate the HIPAA Standards if done by Covered Entity or the minimum necessary policies and procedures of Covered Entity.

(k) Business Associate may use PHI (i) for the proper management and administration of Business Associate; or (ii) to carry out Business Associate's legal responsibilities.

(l) Business Associate may disclose PHI (i) for the proper management and administration of Business Associate; or (ii) to carry out Business Associate's legal responsibilities, if (A) the disclosure is required by law; or (B)(1) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person; and (2) the person notifies Business Associate of any instances of which it is aware in which the

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confidentiality of the information has been breached.

2. COMPLIANCE WITH SECURITY STANDARDS -- GENERAL.

(a) Business Associate will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity as required by the HIPAA Standards. Such safeguards will include at least those measures set forth in sections 3, 4 and 5 below.

(b) Business Associate will ensure that any agent, including a subcontractor, to whom it provides PHI agrees to implement reasonable and appropriate safeguards to protect it, including at least those measures set forth in sections 3, 4 and 5 below.

(c) Business Associate will report to Maxor any security incident (as defined in the HIPAA Standards) of which it becomes aware.

3. COMPLIANCE WITH SECURITY STANDARDS -- ADMINISTRATIVE SAFEGUARDS.

(a) Security management process. Business Associate will implement policies and procedures to prevent, detect, contain, and correct security violations. Business Associate will:

(i) Conduct an accurate and thorough assessment of the potential risks and vulnerabilities to the confidentiality, integrity, and availability of electronic PHI held by Business Associate.

(ii) Implement security measures sufficient to reduce risks and vulnerabilities to a reasonable and appropriate level.

(iii) Apply appropriate sanctions against workforce members who fail to comply with the security policies and procedures of Business Associate.

(iv) Implement procedures to regularly review records of information system activity, such as audit logs, access reports, and security incident tracking reports.

(b) Assigned security responsibility. Business Associate will designate a security official who will be responsible for the development and implementation of the security policies and procedures required by this Addendum.

(c) Workforce security. Business Associate will implement policies and procedures to ensure that all members of its workforce have appropriate access to electronic PHI and to prevent those workforce members who do not have access from obtaining access to electronic PHI.

(d) Information access management. Business Associate will implement policies and procedures for authorizing access to electronic PHI that are consistent with the applicable

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requirements of the HIPAA Standards.

(e) Security awareness and training. Business Associate will implement a security awareness and training program for all members of its workforce, including management.

(f) Security incident procedures. Business Associate will implement policies and procedures to identify and respond to suspected or known security incidents; mitigate, to the extent practicable, harmful effects of security incidents; and document security incidents and their outcomes.

(g) Contingency plan. Business Associate will establish policies and procedures for responding to an emergency or other occurrence that damages systems that contain electronic PHI, including at least:

(i) Procedures to create and maintain retrievable exact copies of electronic PHI.

(ii) Procedures to restore lost data.

(iii) Procedures to enable continuation of critical business processes for protection of the security of electronic PHI while operating in emergency mode.

(h) Evaluation. Business Associate will perform a periodic technical and nontechnical evaluation that establishes the extent to which an entity's security policies and procedures meet the requirements of the HIPAA Standards.

#### 4. COMPLIANCE WITH SECURITY STANDARDS -- PHYSICAL SAFEGUARDS.

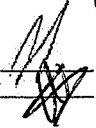

(a) Facility access controls. Business Associate will implement policies and procedures to limit physical access to its electronic information systems and the facility or facilities in which they are housed, while ensuring that properly authorized access is allowed.

(b) Workstation use. Business Associate will implement policies and procedures that specify the proper functions to be performed, the manner in which those functions are to be performed, and the physical attributes of the surroundings of a specific workstation or class of workstation that can access electronic PHI.

(c) Workstation security. Business Associate will implement physical safeguards for all workstations that access electronic PHI, to restrict access to authorized users.

(d) Device and media controls. Business Associate will implement policies and procedures that govern the receipt and removal of hardware and electronic media that contain electronic PHI into and out of a facility, and the movement of these items within the facility. Business Associate will:

(i) Implement policies and procedures to address the final disposition of

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electronic PHI, and/or the hardware or electronic media on which it is stored.

(ii) Implement procedures for removal of electronic PHI from electronic media before the media are made available for re-use.

**5. COMPLIANCE WITH SECURITY STANDARDS -- TECHNICAL SAFEGUARDS.**

(a) Access control. Business Associate will implement technical policies and procedures for electronic information systems that maintain electronic PHI to allow access only to those persons or software programs that have been granted access rights. Business Associate will:

(i) Assign unique names and/or numbers for identifying and tracking user identity.

(ii) Establish procedures for obtaining necessary electronic PHI during an emergency.

(b) Audit controls. Business Associate will implement hardware, software, and/or procedural mechanisms that record and examine activity in information systems that contain or use electronic PHI.

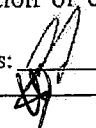

(c) Integrity. Business Associate will implement policies and procedures to protect electronic PHI from improper alteration or destruction.

(d) Person or entity authentication. Business Associate will implement procedures to verify that a person or entity seeking access to electronic PHI is the one claimed.

(e) Transmission security. Business Associate will implement technical security measures to guard against unauthorized access to electronic PHI that is being transmitted over an electronic communications network.

**6. COMPLIANCE WITH SECURITY STANDARDS -- POLICIES AND PROCEDURES; DOCUMENTATION.** Business Associate will implement reasonable and appropriate policies and procedures to comply with the HIPAA Standards. Business Associate will maintain such policies and procedures in written or electronic form, and will maintain a written or electronic record of actions, activities and assessment required by the HIPAA Standards. Business Associate will (i) retain such documentation for 6 years from the date of its creation or the date when it last was in effect, whichever is later; (ii) make documentation available to those persons responsible for implementing the procedures to which the documentation pertains; and (iii) review documentation periodically, and update as needed, in response to environmental or operational changes affecting the security of the electronic PHI.

**7. BREACH.** Business Associate will notify Covered Entity of any unauthorized acquisition, access, use, or disclosure (collectively "Breach") of PHI as soon as practicable, but not later than 5 days after Business Associate becomes aware of such Breach. Such notice will include the identification of each individual whose PHI has been, or is reasonably believed by Business

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Associate to have been, accessed, acquired, or disclosed during such Breach.

8. NONCOMPLIANCE BY BUSINESS ASSOCIATE. Upon Covered Entity's knowledge of a material failure by Business Associate to comply with the provisions of this Addendum, Covered Entity may either (i) provide an opportunity for Business Associate to cure the failure or end the violation, and terminate this Addendum if Business Associate does not cure the failure or end the violation within the time specified by Covered Entity; (ii) immediately terminate this Addendum if Business Associate has failed to comply with a material term of this Addendum and cure is not possible; or (iii) if neither termination nor cure is feasible, report the violation to the Secretary.

9. TERM AND TERMINATION.

(a) This Addendum will be effective as of the date set forth in the introductory paragraph, and will continue in effect until the termination or expiration of the Services Agreements.

(b) Upon termination of this Addendum for any reason, Business Associate will return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, and all PHI that is in the possession of contractors or agents of Business Associate. Business Associate will retain no copies of PHI. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate will notify Covered Entity of the conditions that make return or destruction infeasible, and will extend the protections of this agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

10. MISCELLANEOUS.

(a) This Addendum may not be assigned by either party without the prior written consent of the other party. Subject to the foregoing, this Addendum will be binding upon and will inure to the benefit of the parties and their respective successors and assigns.

(b) This agreement may be amended only by written consent of the parties.

(c) Nothing in this Addendum shall confer any rights, remedies, obligations, or liabilities whatsoever upon any person, other than the parties and their respective successors and permitted assigns. There are no third-party beneficiaries to this Addendum.

(d) This Addendum constitutes the entire agreement between the parties concerning its subject matter, and supersedes all prior and contemporaneous agreements and understandings, express or implied, oral or written.

(e) This Addendum will be deemed to have been made in Texas and will be governed by and construed in accordance with Texas law. The section headings in this Addendum are for convenience only and will not affect its interpretation.

(f) Any notice or other communication by either party to the other will be in writing and will be deemed to have been given when hand delivered, sent by nationally-recognized

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CLIENT Initials: \_\_\_\_\_

overnight delivery service, or mailed, postage prepaid, registered or certified mail, addressed as follows:

MaxorPlus Initials:             
CLIENT Initials:

If to Covered Entity: Fort Bend County  
301 Jackson Street

Richmond, Texas 77469

Attn: Wyatt Scott

If to Business Associate: MaxorPlus  
320 S. Polk St., Suite 200  
Amarillo, TX 79101  
Attn: Steve Smith, Executive Vice President

or to such other address as either party may designate by notice pursuant to this section.

IN WITNESS WHEREOF, Covered Entity and Business Associate have executed this Addendum effective as of the day and year first above written.

Fort Bend County

By: 

County Judge

*Approved by Commissioners Court April 23, 2012*

MaxorPlus

By: 

Steve Smith, R.Ph., MBA, Executive Vice President