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STATE OF TEXAS                   §  
   §  
COUNTY OF FORT BEND       §

**2014-15 RENEWAL AMENDMENT TO**  
**MAXORPLUS, LTD. PHARMACY SERVICE AGREEMENT**

THIS 2014-15 Renewal Amendment is entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and MAXORPLUS, LTD., (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

THAT, WHEREAS, the parties have executed and accepted that certain Maxorplus, Ltd. Pharmacy Service Agreement executed on or about February 1, 2005 and renewed annually thereafter, (hereinafter collectively referred to as the "Agreement"), attached hereto as Exhibit "A" and incorporated by reference; and

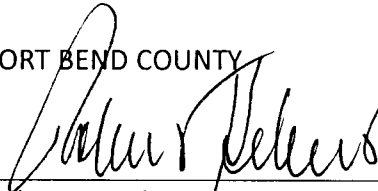
WHEREAS, the following changes are incorporated as if a part of the Agreement:

1. **Renewal.** This Agreement shall renew effective January 1, 2015 and shall expire December 30, 2015 under the same terms and conditions.
2. **Pricing.** Contractor shall 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.
3. **Rebates.** Contractor shall rebate to County via the County's Medical Benefit Plan Administrator for manufacturer payments received by Contractor as follows:
  - a. \$10.00 per retail brand claim; and
  - b. \$30.00 per mail order brand claim.
4. **Taxes.** County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax-exempt certificate will be furnished upon request.
5. **Confidential Information.** Contractor expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Contractor shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information

should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.

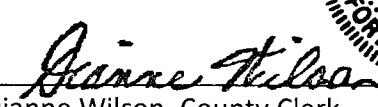
6. **Indemnity.** The parties agree that under the Constitution and laws of the State of Texas, County cannot enter into an agreement whereby County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding or saving harmless Contractor for any reason are hereby deleted.
7. **Arbitration.** County does not agree to submit disputes arising out of the Agreement to binding arbitration. Therefore, any references to binding arbitration or the waiver of a right to litigate a dispute are hereby deleted.
8. **Applicable Law.** The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.
9. **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 2014-15 Amendment and any prior executed document, the provisions of this Amendment shall prevail.

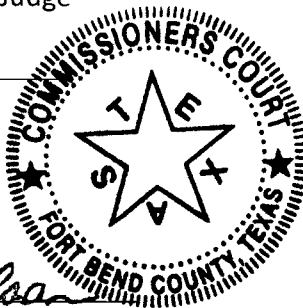
FORT BEND COUNTY

  
Robert E. Hebert, County Judge

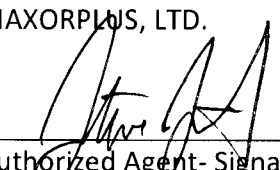
11-25-14  
Date

ATTEST:

  
Dianne Wilson, County Clerk



MAXORPLUS, LTD.

  
Authorized Agent- Signature

Steve Smith  
Authorized Agent- Printed Name

Executive Vice President  
Title

11-17-14  
Date

**AUDITOR'S CERTIFICATE**

I hereby certify that funds in the amount of \$ 1,303,960.<sup>00</sup> are available to pay the obligation of Fort Bend County within the foregoing Agreement.

  
Robert Ed Sturdivant, County Auditor

MTR: I/Agreements/2015/Risk/Maxor 11.03.2014

# EXHIBIT A

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

MaxorPlus, Ltd. ("MaxorPlus") and Fort Bend County have a Pharmacy Services Agreement (the "Agreement") in which MaxorPlus contracts with Participating Pharmacies to dispense Covered Prescriptions to Eligible Members under payment arrangements provided in such contracts. This Addendum, therefore, is to affirm Item F. 1. Term and amend Exhibit 'A' of the Agreement as follows:

MaxorPlus and Fort Bend County have agreed to extend the term for an additional year to December 31, 2015 at the terms and conditions presently in effect.

**EXHIBIT 'A'  
CLIENT PAYMENTS**

6. Administrative Services and Fees.

Rebates to CLIENT:

\$10.00 per retail brand claim

\$30.00 per mail order brand claim

EXECUTED this 25<sup>th</sup> day of November, 2014 with an intended effective date of January 1, 2015.

**MAXORPLUS, LTD.**

By: [Signature]  
Steve Smith  
Title: Executive Vice President  
Date: 10/22/2014

**FORT BEND COUNTY**

By: [Signature] Robert E. Hebert  
Title: County Judge  
Date: 11-25-14

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 which Agreement requires an Amendment to Exhibit A as follows and which requires the adoption of the updated attached Exhibit D, Business Associate Addendum; which must be signed by CLIENT to satisfy requirements of law,

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 17% for brand-name drugs plus \$1.25 less co-payment amount as established by CLIENT; or for generic drugs Maximum Allowable Cost plus \$1.25 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 22% 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.

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.

EXECUTED this 17 day of December, 2013, by the last of the parties to sign, with an intended effective date of January 1, 2014.

MAXORPLUS, LTD.

By: Steve Smith

Title: Executive Vice President

Date: 12/18/13

FORT BEND COUNTY

By: Robert E. Hebert

Title: County Judge

Date: 12-17-2013

**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  
County Judge

Date: April 23, 2013


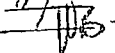
**ADDENDUM TO  
PHARMACY SERVICES AGREEMENT  
BETWEEN  
MAXORPLUS, LTD. AND FORT BEND COUNTY**

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

MaxorPlus Initials:           

CLIENT Initials:

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

MaxorPlus Initials:   
CLIENT Initials: 

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

MaxorPlus Initials:   
CLIENT Initials: 

requirements of the HIPAA Standards.

(c) 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.

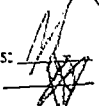
(a) Facility access controls. Business Associate will implement policies and procedures to limit physical access to its electronic information systems and the facility or facilities in which they are housed, while ensuring that properly authorized access is allowed.

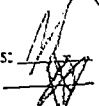
(b) Workstation use. Business Associate will implement policies and procedures that specify the proper functions to be performed, the manner in which those functions are to be performed, and the physical attributes of the surroundings of a specific workstation or class of workstation that can access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

MaxorPlus Initials: 

CLIENT Initials: 

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

MaxorPlus Initials: 

CLIENT Initials: 

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

MaxorPlus Initials: \_\_\_\_\_  
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





MaxorPlus, Ltd.

January 24, 2005

Martha Rider  
Fort Bend County  
4520 Reading Road, Suite A  
Rosenberg, TX 77471

Dear Ms. Rider:

Enclosed are two pharmacy service agreements between Fort Bend County and MaxorPlus. Please have both copies signed and initialed in the spaces indicated and return one copy in the enclosed envelope to my attention at the following address:

MaxorPlus, Ltd.  
320 S. Polk, Suite 200  
Amarillo, Texas 79101

Please call me at (806) 324-5475 should you have any questions or if I may assist you. Thanks and have a great day!

Sincerely,

Kristin Mahan  
Administrative Assistant

Enclosures

MAXORPLUS, LTD.  
PHARMACY SERVICE AGREEMENT

This Pharmacy Service Agreement (the "Agreement"), dated as of January 1, 2005 (the "Effective Date"), is between MaxorPlus, Ltd., ("MAXORPLUS") and Fort Bend County ("CLIENT").

WHEREAS, MAXORPLUS is engaged in the business of providing to various customers pharmacy benefit management services, including prescription drug benefit design, participating pharmacy contracting and network management, eligibility management, claims processing, reporting, and clinical pharmacy services.

WHEREAS, CLIENT offers prescription drug benefits to eligible employees, dependents and retirees; and

WHEREAS, CLIENT desires hereby to engage MAXORPLUS to perform the pharmacy benefit management services required by CLIENT to fulfill its obligations with the eligible persons with whom it has contracted; and

WHEREAS, MAXORPLUS is qualified to perform such services and is willing to do so upon and subject to the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, CLIENT and MAXORPLUS hereby agree as follows:



**A. Definitions**

**AWP** – "AWP" means the current wholesale cost of a prescription medication or device based upon the applicable drug manufacturer's price as reported by FirstData Bank or any other nationally recognized publication that MAXORPLUS may designate from time to time.

**Co-Payment** – "Co-Payment" means the amount of money that, according to the terms of the Plan, the Eligible Member is required to pay towards the receipt of a Covered Prescription Medication provided by a Participating Pharmacy.

**Covered Prescriptions** – "Covered Prescriptions" means any prescription medication or device that meets the requirements for coverage set forth in the Prescription Drug Rider, after applying all conditions and exclusions set forth therein, and that is dispensed by a Participating Pharmacy to an Eligible Member.

**Eligible Member** – "Eligible Member" means an individual who is enrolled in the Plan and who is entitled to Covered Prescription Medications under the Prescription Drug

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Rider for the Plan. Information relating to the eligibility of members is established and maintained by CLIENT.

**Formulary** – "Formulary" means the document prepared by MAXORPLUS or CLIENT and provided to Participating Pharmacies, physicians, and other health care providers for the purpose of guiding the prescribing, dispensing and purchase of pharmaceutical products.

**Law** – "Law" means any federal, state or local constitution, act, statute, code, rule, regulation, standard; any objective criteria contained in any applicable permit or approval; any legislative or administrative action of the United States of America or of any state or agency, department, authority, political subdivision or other instrumentality thereof; and any decree, judgment or order of a court.

**Manufacturers** – "Manufacturers" shall mean a pharmaceutical company which has entered into an agreement with MAXORPLUS or an affiliate or agent of MAXORPLUS to offer rebates for pharmaceutical products in connection with MAXORPLUS' Formulary services.

**Maximum Allowable Cost (MAC)** – "MAC" means the lowest published price for a Covered Prescription, as set forth in the MAXORPLUS MAC list. The MAC will be determined without regard to the manufacturer of the Covered Prescription actually dispensed by a Participating Pharmacy.


**Participating Pharmacy [or Participating Pharmacies]** – "Participating Pharmacy" or "Participating Pharmacies" means those pharmacies with whom MAXORPLUS has contracted to provide various services in connection with the sale by those pharmacies of Covered Prescriptions to Eligible Members, as listed in the MAXORPLUS Pharmacy Directory.


**Patient Profile** – "Patient Profile" means a specific history of drugs dispensed by a Participating Pharmacy to an Eligible Member. The history shall include information on drugs dispensed, allergies, and the Eligible Member's general health condition, if available.

**Pharmacy Benefit Management Services** – "Pharmacy Benefit Management Services" means those services described in paragraph B of this Agreement that MAXORPLUS provides to CLIENT.

**Physicians** – "Physicians" means licensed physicians and other providers who have contracted to provide services to Eligible Members and who are authorized by the Plan to write prescriptions for Eligible Members.

**Plan** – "Plan" means the agreement or other arrangement between an Eligible Member and CLIENT that entitles the Eligible Member to receive reimbursement for, or payment of, medical expenses, including, without limitation, Covered Prescriptions.

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**Point-of-Sale (POS)** – "POS" means the method of submitting claims for adjudication by the on-line claim adjudication process of MAXORPLUS which includes interactive communications between a terminal located at a Participating Pharmacy and MAXORPLUS.

**POS Approval** – "POS Approval" means approval by MAXORPLUS via Point-of-Sale (POS) claim submission of a claim for reimbursement of, or payment for, a Covered Prescription by a Participating Pharmacy.

**Prescription** – "Prescription" means a lawful written, electronic or verbal order of a health care practitioner licensed for a particular medication.

**Prescription Drug Rider** – "Prescription Drug Rider" means the prescription drug benefit coverage, limitations and exclusions set forth in the Plan, as amended from time to time by the CLIENT.

**Proprietary or Confidential Information** – "Proprietary or Confidential Information" means any information, however recorded, related to performance, sales, financial, contractual, and marketing information; software; technical data; the Formulary; and concepts and processes, which have not (i) previously been published or otherwise disclosed to the general public; (ii) previously been made available to the receiving party or others without restrictions; or (iii) normally been furnished to others without compensation, and which the disclosing party desires to protect against unrestricted disclosure or competitive use.

**Rebates** – "Rebates" shall mean for any period, rebates, reimbursements or other discounts received less formulary management fees under a manufacturer's rebate program with respect to pharmaceutical products dispensed to an Eligible Member under the Plan during such period.

**Usual and Customary Pricing** – "Usual and Customary Pricing" means the lowest price a Participating Pharmacy would charge to a patron, who is not an Eligible Member, if that patron were to pay cash for a Covered Prescription. Such price shall reflect any incentive or other discounts offered to the patron by Pharmacy.

**B. MAXORPLUS Services.** MAXORPLUS shall provide the following products and services to CLIENT in accordance with the Plan:

1. Pharmacy Benefit Management Services

(a) Network of Participating Pharmacies. MAXORPLUS will enter into contracts with Participating Pharmacies pursuant to which those Participating Pharmacies will agree to dispense Covered Prescriptions to Eligible Members and MAXORPLUS will

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agree to pay or reimburse the Participating Pharmacies for Covered Prescriptions dispensed by them to Eligible Members.

(b) Claims Processing and Adjudication. MAXORPLUS will accept, process and adjudicate requests for authorization to dispense Covered Prescriptions submitted by Participating Pharmacies through the MAXORPLUS POS system.

(c) Customer Service. MAXORPLUS will maintain and operate toll-free customer service lines for the benefit of Participating Pharmacies and Eligible Members from 7:00 a.m. to 9:00 p.m. Central Standard or Daylight Time, Monday through Friday, and 8:00 a.m. to 6:00 p.m. Central Standard or Daylight Time, Saturday and 9:00 a.m. to 5:00 p.m. Central Standard or Daylight time, Sunday (excluding holidays).

(d) Formulary Management. MAXORPLUS will implement a Formulary for the Plan. CLIENT hereby authorizes MAXORPLUS to establish and manage the Formulary for prescription drug benefits covered under the Plan for retail and mail order Covered Prescriptions dispensed in accordance with this Agreement. The cost of postage, printing, and distribution of the Formulary and any subsequent update thereto or reports hereunder will be borne by the CLIENT as set forth in Exhibit "A" under Administrative Services and Fees. CLIENT agrees that MAXORPLUS may certify to MAXORPLUS' contracting pharmaceutical manufacturers that CLIENT is participating in MAXORPLUS' Formulary Program for the CLIENTS' retail and mail order Covered Prescriptions as provided herein. CLIENT acknowledges that MAXORPLUS maintains a Formulary that allows, subject to the determination of an independent pharmacy and therapeutics committee, the inclusion of any covered prescription drug product approved by the FDA for use in the United States. CLIENT'S formulary will be identified in Exhibit C and made available to CLIENT.

(e) Rebate Contracts. MAXORPLUS will attempt to contract with certain manufacturers for rebate programs. CLIENT acknowledges that whether and to what extent manufacturers are willing to provide rebates to CLIENT will depend upon the Plan design adopted by CLIENT, and the Formulary used.

The CLIENT recognizes that MAXORPLUS' Clinical, PharmacoEconomic, and Rebate Departments have negotiated contracts with manufacturers which will result in rebates being paid by manufacturers. MAXORPLUS will share such rebates with CLIENT of the pharmaceutical products dispensed to members once each calendar quarter as follows: within ninety (90) days of the beginning of each quarter, MAXORPLUS will pay CLIENT'S share of rebates received as set forth in Exhibit "A" by MAXORPLUS during the prior quarter.

CLIENT acknowledges that the MAXORPLUS mail order pharmacy ("MAXORPLUS MAIL") which provides mail order pharmacy services to MAXORPLUS' customers, may negotiate discounts directly with manufacturers, particularly manufacturers of generic pharmaceuticals, just as other retail and mail service pharmacy providers do. Because

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MAXORPLUS MAIL is serving MAXORPLUS' customers in a pharmacy provider capacity, these discounts are not considered Rebates but, instead, are used to permit MAXORPLUS MAIL to offer reimbursement rates to customers which are competitive with retail pharmacies and other mail service pharmacies, which also receive such discounts. CLIENT agrees that the term "Rebates" as used in this Agreement does not include any such amounts received by MAXORPLUS MAIL and such amounts shall belong exclusively to MAXORPLUS MAIL.

In addition to those rights to terminate this Agreement specified in Section F(2), either party shall have the right to terminate Formulary Services and those provisions of this Agreement relating thereto upon written notice to the other party if, after the date of this Agreement, there occurs (i) any Change in Law which materially affects ability to perform such Formulary Services or (ii) a substantial change in drug industry practice regarding Rebates which causes the Rebates available under this Agreement for any year, after MAXORPLUS exercises diligent efforts to obtain such Rebates, to be less than 80% of the actual Rebates paid or payable for the initial year in which this Agreement is in effect. Such termination shall not operate to terminate this Agreement, and all other provisions of this Agreement shall remain in full force and effect.

MAXORPLUS shall not be required to institute litigation to collect rebates from manufacturers. If MAXORPLUS does elect to bring suit to recover rebates from manufacturers, MAXORPLUS shall be entitled to deduct all reasonable attorney's fees and other expenses incurred in such litigation prior to payment of the rebates to CLIENT.

Neither party shall be responsible to the other party, its affiliates, directors, employees, agents, successors, and permitted assigns for any claim arising from:

- (i) any failure by a manufacturer to pay any rebate;
- (ii) any breach of an agreement relating to the transactions contemplated by or otherwise relating to this Agreement by any manufacturer; or
- (iii) any negligence or misconduct of any manufacturer.

To the extent that a ERISA, the ADA, or any other law, requires any disclosure to Eligible Members regarding rebates or other discounts on pharmaceutical products, CLIENT acknowledges that it has the sole responsibility for such disclosures to its Eligible Members, irrespective of whether it retains or allows MAXORPLUS or others to retain all or a portion of such rebates or discounts.

(f) Drug Utilization Reviews and Interaction Monitoring. MAXORPLUS will provide to Participating Pharmacies through the POS system computerized drug interaction monitoring of Eligible Members based upon the available Patient Profile and, subject to prescriber approval and applicable Law, will provide Drug Utilization and

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pharmaceutical cost containment ("DUR") services, including generic and therapeutic substitutions.

(g) **Limitations on Drug Utilization Review Services.** The information generated in connection with DUR services is intended as an economical supplement to, and not a substitute for, the knowledge, expertise, skill and judgment of physicians, pharmacists, or other healthcare providers and patient care. Providers are individually responsible for acting or not acting upon information generated and transmitted through the DUR services, and for performing services in each jurisdiction consistent with the scope of their licenses. In performing DUR services, MAXORPLUS shall not, and is not required by this Agreement to deny claims or require physicians, pharmacists, or patient compliance with any norm or suggested drug regimen, or in any way substitute MAXORPLUS' judgment for the professional judgment or responsibility of the physician or pharmacist.

MAXORPLUS' DUR services are highly automated. Any focus professional review would also be based upon automated analysis of eligible members' profiles. Therefore, the DUR services are necessarily limited by the amount and type of patient information available to MAXORPLUS. Meaningful patient information which may not be available to MAXORPLUS includes, but is not limited to, patient diagnosis, utilization of drugs obtained without utilizing the MAXORPLUS POS System or otherwise not included in the patient's profile or claim data. MAXORPLUS shall have no obligation to acquire information concerning any patient beyond the information which is included in the CLIENT'S eligibility records or the claim data submitted by the participating pharmacies in connection with the Plan. MAXORPLUS shall update its DUR databases on a reasonable basis to reflect changes in available standards for pharmaceutical prescribing; provided, however, no data base will be required to contain all currently available information on accepted medical practices or prescribing practices.

(h) **Maintenance of Records/Audit/Member Review.** MAXORPLUS will maintain such business records as may be required by Law or as may be necessary to properly document the delivery of, and payment for, Covered Prescriptions ("Claims Information") and the provision of services by MAXORPLUS under this Agreement. Such records may be reviewed by CLIENT or its representatives upon 48 hours prior request and at CLIENT'S expense; provided, however, that no such review shall relate to records for Covered Prescriptions dispensed more than two (2) years prior to the date such review is requested. If an Eligible Member or a Member's agent or designee shall request to review or duplicate any records of that Member's claims' information, MAXORPLUS shall refer such member to CLIENT, which may request any such records under this paragraph. Compliance with random or specific data sampling requests shall require thirty (30) days prior written notice. In the case of review by representatives of CLIENT, such representatives shall agree in writing to abide by the confidentiality and indemnity provisions of this Agreement. Except as required by Law, MAXORPLUS shall not make any of its records available to others for any purpose other than the provision of products and services under this Agreement; provided, however such data may be combined and used by MAXORPLUS in preparing statistical reports or for other business purposes that

may be made available to others, in which event information pertaining to CLIENT or Eligible Members shall not be identifiable. If MAXORPLUS receives a court order, subpoena, or governmental request for such records; MAXORPLUS may comply with such order, subpoena, or request and, if such order, subpoena, or request relates to the records of the CLIENT or any Eligible Member and not to MAXORPLUS' businesses generally, CLIENT shall reimburse MAXORPLUS for all costs incurred in connection therewith.

2. Mail Order Service Pharmacy.

MAXOR MAIL SERVICE PHARMACY will provide to client members the following services:

(a) Fill Prescriptions by mail during normal business hours, subject to the professional judgment of the dispensing Pharmacist; and

(b) Based upon the Prescriptions actually written and applicable Law, maintain an inventory equal to a ninety (90) day supply for each Prescription.

3. Chronic/Specialty Injectable Pharmacy.

IV Solutions will provide to client members the following services:

- (a) Fill prescriptions by mail, common carrier or overnight as dictated by stability requirements of medications, during normal business hours
- (b) Coordination of nursing services as required
- (c) 24 hour pharmacy education and consultation
- (d) Home or office delivery
- (e) Patient monitoring and follow-up for compliance and outcomes
- (f) Other infusion services
- (g) Coordination of benefits
- (h) Contact insurance company to verify coverage under medical benefit
- (i) Toll-free customer service phone number

4. Additional Services. If (i) CLIENT requests MAXORPLUS to provide services other than the pharmacy benefit management services and mail order pharmacy services specified above, including special research projects, reports, additional identification cards or other tasks to be specifically performed for or on behalf of CLIENT,

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or (ii) to initially implement the Plan or to implement changes to the Plan MAXORPLUS is required to make system changes; then, in either event, CLIENT shall pay to MAXORPLUS an additional charge as set forth in Exhibit "A," or if not specifically set forth in Exhibit "A," as mutually agreed upon by the parties in writing before such services ("Additional Services") are provided.

5. Member Reimbursement. If an Eligible Member submits a request for reimbursement for a Covered Prescription to MaxorPlus within 90 days of service date, MaxorPlus will reimburse such Eligible Member at the contracted participating pharmacy rate.

C. Joint Obligations.

1. Implementation. CLIENT and MAXORPLUS shall cooperate to achieve implementation of this Agreement in accordance with a timetable agreed to by CLIENT and MAXORPLUS. The plan for implementation of this Agreement shall be approved by CLIENT not later than sixty (60) days prior to the date when MAXORPLUS first provides services to Participating Pharmacies under this Agreement.

2. Communications. MAXORPLUS shall provide to CLIENT the following materials in implementation kits for distribution to Eligible Members: (i) introductory cover letter and (ii) mail order service information packet. Individual envelopes shall be addressed by MAXORPLUS with Eligible Members names and addresses, provided CLIENT has provided MAXORPLUS such information in MAXORPLUS' standard format. Postage shall be at CLIENT'S expense in the case of distribution of implementation kits directly to Eligible Members. MAXORPLUS shall bulk ship implementation kits directly to the CLIENT at no charge. Distributions or reprints after the initial mailing of implementation kits or customized materials shall be at CLIENT'S expense. Custom materials require three (3) weeks to produce following CLIENT approval.

3. Eligibility Data. CLIENT shall furnish MAXORPLUS Eligible Member eligibility data in an agreed-upon medium and in the format requested by MAXORPLUS. Such eligibility data updates shall identify only changes, additions or terminations of Eligible Members. CLIENT agrees that MAXORPLUS may act in reliance upon the accuracy of all data received from CLIENT under this paragraph C.3. CLIENT shall be responsible for notifying MAXORPLUS of the termination of an Eligible Member from coverage under the Plan. CLIENT shall be responsible for all claims incurred by MAXORPLUS with respect to an Eligible Member until CLIENT has provided MAXORPLUS with an updated list of Eligible Members. CLIENT shall provide the initial list of Eligible Members at least forty-five (45) days prior to implementation of services for CLIENT and a final list at least seven (7) days prior to initiation of services for CLIENT. If CLIENT submits eligibility data in a format other than that requested by MAXORPLUS, CLIENT shall incur a fee at MAXORPLUS' then prevailing rate to transform that data into MAXORPLUS' standard format. Thereafter, CLIENT shall furnish MAXORPLUS with eligibility, adds,

changes and deletes updates on a weekly basis, with full eligibility loads as requested by MAXORPLUS.

4. Plan Changes. CLIENT shall notify MAXORPLUS in writing at least sixty (60) days in advance of any changes in the Plan that results in a change of any of the Pharmacy Benefit Services to be provided by MAXORPLUS under the terms of this Agreement. If such changes have a material impact on MAXORPLUS' obligations under this Agreement, MAXORPLUS may terminate this Agreement in accordance with paragraph F(2)(b) hereof or modify its charges to reflect such change in accordance with Exhibit "A".

5. Confidentiality.

(a) MAXORPLUS and CLIENT shall ensure compliance with federal regulations under the Health Insurance Portability and Accounting Act (HIPAA) regarding privacy of all protected health information (PHI) and shall take steps and do all things reasonably necessary to ensure that the terms of this Agreement, all information relating to Eligible Members, and all Proprietary or Confidential Information obtained during the term of this Agreement disclosed or made use of outside the business of such other party for the purposes of meeting their obligations under this Agreement remains confidential; provided, however, that the foregoing shall not apply to information: (i) provided to voluntary accreditation agencies, government agencies or third party payors as required by Law or consented to by the affected party; (ii) reasonably required by health care providers providing health care services to Eligible Members; (iii) that either party can show was known to it prior to disclosure by the other party; or (iv) that is or becomes public knowledge through no fault of the party to whom the disclosure is made.

(b) CLIENT acknowledges that the Formulary contains proprietary information of MAXORPLUS and agrees that MAXORPLUS owns all rights to the Formulary, including but not limited to, rights associated with publication, trade secrets, copyrights, trademarks, and patents, and any rights that CLIENT may have in the Formulary are hereby assigned to MAXORPLUS. Accordingly, copies in any medium distributed to CLIENT and its participating physicians remain the property of MAXORPLUS and may be used only by CLIENT and such participating physicians for the purposes and transactions contemplated by this Agreement. Other than as expressly authorized in this Agreement, no copies of the Formulary shall be distributed or disclosed except as reasonably necessary for performance of this Agreement, and in particular, no copy shall be distributed or disclosed to any competitor of MAXORPLUS.

(c) CLIENT acknowledges that any unauthorized disclosure or use of MAXORPLUS information will cause MAXORPLUS immediate and irreparable injury or loss. Accordingly, should CLIENT fail to comply with this Section, MAXORPLUS shall be entitled to specific performance including immediate issuance of a temporary restraining order and/or preliminary injunction enforcing this Agreement, and to judgment for damages

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(including attorney's fees) caused by the breach, and to any other remedies provided by applicable law.

**6. Indemnification.**

(a) MAXORPLUS shall defend, indemnify and hold harmless CLIENT and each of its officers, directors, employees, agents and stockholders, from and against any and all claims, liabilities, damages or expenses of any kind (including reasonable attorneys' fees and disbursements) (collectively, "Indemnified Amounts") incurred by any of those parties as a result of MAXORPLUS' negligence or breach of its obligations under this Agreement.

(b) To the extent permitted by law, CLIENT shall defend, indemnify and hold harmless MAXORPLUS and each of its officers, directors, employees, agents and stockholders, from and against any and all claims, liabilities, damages or expenses of any kind (including reasonable attorneys' fees and disbursements) (collectively, "Indemnified Amounts") incurred by any of the parties as a result of (i) CLIENT'S negligence or breach of its obligations under this Agreement, or (ii) the late receipt of information or the receipt of inaccurate or incomplete information provided by the CLIENT.



(c) If a party seeks indemnification under this Agreement, that party shall notify the other in writing within a reasonable time of the assertion of any claim, or the commencement of any action or proceeding, for which indemnity may be sought under this Agreement. Failure to notify the other party shall result in the waiver of indemnity rights with respect to such claim, suit, action or proceeding. The parties shall cooperate with each other in the defense and settlement of any such claim, action or proceeding.

**D. Obligations of Client.**

1. Payment. CLIENT shall pay MAXORPLUS for the Pharmacy Benefit Services provided by MAXORPLUS under the terms of this Agreement in accordance with the schedules set forth in Exhibit "A". CLIENT shall also pay to MAXORPLUS all amounts to be disbursed on its behalf to Participating Pharmacies by MAXORPLUS. In no event shall MAXORPLUS have any obligation to forward any claims payments to participating pharmacies unless and until CLIENT has submitted payment to MAXORPLUS when required. CLIENT shall remain responsible for payment of all claims.

In addition to the price for covered prescriptions agreed to herein, CLIENT agrees to pay MaxorPlus an administrative fee in accordance with Exhibit A. (In the event rebates are significantly altered by anything outside the control of MaxorPlus, then MaxorPlus reserves the right to increase the administrative fee to offset such alteration, subject to the provisions of section D3.)

2. Security. MAXORPLUS agrees that based upon CLIENT'S present financial condition, MAXORPLUS shall not require security; provided, however, if at any time and

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from time to time during the term of this Agreement MAXORPLUS shall determine, based on Claims volume, payment record and/or CLIENT'S latest financial information, that there are reasonable grounds for insecurity on the part of MAXORPLUS as to the ability of CLIENT to meet its financial commitments hereunder as they become due, MAXORPLUS shall have the right to require CLIENT to provide security in such amount and form and at such time as MAXORPLUS deems necessary, not to exceed two cycles of claims activity. CLIENT shall provide such security within ten (10) days of MAXORPLUS' request. CLIENT agrees to furnish audited financial statements to MAXORPLUS from time to time upon MAXORPLUS' request. Such financial statements shall be kept confidential by MAXORPLUS and used solely for internal review purposes to determine credit requirements.

3. Pricing Changes. After the initial term of this Agreement, or after one year, whichever is less, MAXORPLUS may from time to time change the Administrative Fees or Finance Charges applicable to a Plan by giving CLIENT ninety (90) days' prior written notice. The Administrative Fees and Finance Charges will then change on the first day of the month following the ninety (90) day period. CLIENT may object to any increase in Administrative Fees or Finance Charges by giving written notice thereof to MAXORPLUS at least thirty (30) days prior to the expiration of the ninety (90) day period. In such event, if the parties cannot agree on an appropriate Administrative Fee or Finance Charge, this Agreement shall terminate at the end of the ninety (90) day period. If CLIENT does not object to the increase in Administrative Fees or Finance Charges as set forth above, the new Administrative Fees and/or Finance Charges shall be effective as of the specified date, and CLIENT shall have no right to terminate this Agreement as a result of such changes.

4. Control of Plan. CLIENT shall have sole authority to control and administer the Plan. Nothing in this Agreement shall be deemed to confer upon MAXORPLUS the (a) status of fiduciary as defined in either the Employee Retirement Income Security Act of 1974, as amended, or the Americans with Disabilities Act ("ADA") or (b) any responsibility for the terms or validity of the Plan. CLIENT represents that it has all necessary authorizations from Eligible Members to receive, review and audit Patient-Specific Data. To the extent permitted by law, CLIENT agrees to defend, indemnify, and hold harmless MAXORPLUS and each of its officers, directors, employees, agents, and stockholders from and against any and all claims, liabilities, damages, or expenses of any kind (including reasonable attorney's fees and disbursements) which MAXORPLUS may incur as a result of any claim by an employee or former employee of CLIENT or any of its affiliates under law that protects the rights of such employees and their beneficiaries, including, without limitation, the Employee Retirement Income Security Act ("ERISA") and the Americans With Disabilities Act ("ADA").

5. Disclosure Obligations. CLIENT acknowledges and agrees that it is responsible for disclosing to Eligible Members any and all matters relating to the Plan as are required by law to be disclosed, including any matter relating to the calculation of co-payments, co-insurance amounts, deductibles or any other amounts that are payable by an

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Eligible Member in connection with the Plan. CLIENT further agrees to inform Eligible Members that claims submitted after 90 days from origination will not be covered by MaxorPlus.


6. **Compliance with Law.** CLIENT agrees to comply with all Laws applicable to its prescription drug benefit plan. CLIENT acknowledges that MAXORPLUS shall have no responsibility to advise CLIENT regarding CLIENT's compliance with any applicable law, including, without limitation, ERISA, the ADA, and tax laws. MAXORPLUS makes no representation or warranty that the Plan design selected by CLIENT shall be in compliance with applicable law. Upon CLIENT'S request and at its expense, MAXORPLUS shall cooperate and take reasonable steps to comply with any laws applicable to the creation and maintenance of a pharmacy network, including any willing provider laws. CLIENT shall furnish MAXORPLUS, in a timely manner, all information necessary for such cooperation and compliance efforts.

7. **Confirmation Reports.** From time to time, MAXORPLUS may provide CLIENT with reports confirming (i) all or some portion of the Plan information submitted to MAXORPLUS, (ii) member enrollment or eligibility data, (iii) claims or billing activity during a specific period, and/or (iv) any action or actions taken by MAXORPLUS in performing administrative services or additional services hereunder. CLIENT shall review such report and notify MAXORPLUS in writing of any errors or objections within thirty (30) days of receipt of the report. Until CLIENT notifies MAXORPLUS of any errors or objections, MAXORPLUS shall be entitled to rely on the information contained in the report. If CLIENT does not notify MAXORPLUS of any errors or objections within such thirty (30) day period, the information contained in the report shall be deemed accurate, complete and acceptable to CLIENT.

8. **Other Rebate Arrangements.** With respect to Eligible Members covered by this Agreement, CLIENT will not participate in any other formulary or similar discount program (including any such program which may be available through a mail order pharmacy designated by CLIENT) during the term of the Agreement and shall not itself create any formulary during the term of the Agreement. Also, with respect to such Eligible Members, CLIENT agrees not to enter into any direct or indirect contracts with pharmaceutical manufacturers for discounts during the term of the Agreement or any extension thereof. Nothing in this section shall prohibit CLIENT from entering into arrangements with other pharmaceutical management companies offering formulary services after the term of the Agreement.

E. **Billing and Funding: Remedies.**

1. **Payment Due Date and Service Fee.** MAXORPLUS shall invoice CLIENT at the time specified on Exhibit B to this Agreement. All payments by CLIENT shall be made within thirty (30) days after invoice date. Late payments shall bear a service fee of one and one-half percent (1.5%) for each thirty (30) days that payment is late, beginning on the thirty-first (31st) day after invoice date; provided however, that if the service fee

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charged would exceed the maximum legal rate for interest permitted by law, the service fee shall be reduced to the maximum amount of periodic interest permitted by law.

2. **Certain Remedies.** If at any time CLIENT shall fail to pay MAXORPLUS by the due date the amount owing to MAXORPLUS hereunder, MAXORPLUS shall have the right, upon two (2) business days written notice to CLIENT, to (i) suspend performance of any and all of MAXORPLUS' obligations under or in connection with this Agreement, (including MAXORPLUS' obligation to process claims using the POS System), (ii) immediately advise CLIENT that MAXORPLUS' POS system is not available in connection with the Plan, (iii) apply all or any portion of any security posted by CLIENT with MAXORPLUS to CLIENT'S delinquent account, and (iv) set off against any amounts otherwise payable to CLIENT under this Agreement (including, if any, rebates MAXORPLUS receives from a manufacturer on behalf of the CLIENT) any amounts due from CLIENT under this Agreement. Nothing in this Agreement shall limit, and the parties agree that in addition to the rights specified in this Section MAXORPLUS shall retain, any and all rights MAXORPLUS may have at law, equity or under this Agreement.

F. **Term and Termination**

1. **Term.** This Agreement shall become effective on January 1, 2005 (the "Effective Date") and thereafter shall continue to be in effect for one year. The term shall be automatically renewed for additional one year periods, unless terminated in accordance with paragraph F(2) hereof, or as otherwise provided in this Agreement.

2. **Termination.**

(a) Either party may terminate this Agreement upon thirty (30) days prior written notice to the other party in the event of a material breach by such other party and the failure of such other party to cure such breach within the thirty (30) day period following such notice.

(b) Either party may terminate this Agreement as of the end of the primary term of this Agreement, or any renewal period thereafter, by providing written notice to the other party of their intent to terminate the Agreement not more than one hundred twenty (120) days but not less than ninety (90) days from the end of the primary term or renewal period.

(c) MAXORPLUS may terminate this Agreement upon thirty (30) days prior written notice to CLIENT if CLIENT changes, modifies or amends the Plan in a manner that, in the sole discretion of MAXORPLUS, materially or adversely affects MAXORPLUS or significantly increases the responsibilities of MAXORPLUS under this Agreement.

(d) Either party may terminate this Agreement at any time upon written notice to the other party in the event of any of the following: (i) the commencement of any


proceedings, whether under court supervision or otherwise, for the liquidation of the other party; (ii) the insolvency of the other; (iii) the appointment of a receiver or similar officer for the other; or (iv) the filing of a petition in bankruptcy by or against the other under any state or federal bankruptcy statute or debtors law for its relief or reorganization or for the composition, extension, arrangement, or readjustment of its obligations.

3. **Obligations Upon Termination.** Termination of this Agreement shall have no effect upon the rights and obligations of the parties arising out of any transactions occurring prior to the effective date of such termination. In the event of termination of this Agreement for any reason, MAXORPLUS shall continue to process mail order prescriptions not requiring clarification that are received prior to the termination date. CLIENT shall remain liable to MAXORPLUS for all fees incurred prior to such termination and for all expenses incurred by MAXORPLUS in forwarding to CLIENT Prescriptions received thereafter. Duties of confidentiality under the Agreement shall survive its termination and shall continue for six (6) years following termination (unless such materials have been previously returned or destroyed), at which time all remaining confidential information retained by one party of the other shall be returned or destroyed.


G. **Miscellaneous**

1. **Assignment.** Neither party may assign this Agreement without the prior written consent of the other party, provided, however, that MAXORPLUS may assign this Agreement to any of its affiliates at any time or as part of a sale of all or substantially all of its assets. This Agreement is a service contract specific to the CLIENT, and MAXORPLUS cannot be required without its consent by assignment to perform its services for any entity other than the CLIENT.

2. **Compliance with Law.** Each party shall comply with the provisions of all applicable Laws and regulations in connection with the subject matter of this Agreement. Neither party shall make payments or perform any services under this Agreement that would be prohibited by Law. No part of this Agreement shall be construed to induce or encourage the referral of patients, and no payment made pursuant to this Agreement or any other agreement between MAXORPLUS and CLIENT shall be construed as an inducement for the purchase, lease, order or arrangement for the furnishing of health care products or services.

3. **Exclusivity.** CLIENT shall make MAXORPLUS the exclusive provider to its Eligible Members of the Pharmacy Benefit Management Services during the term of this Agreement.

4. **Force Majeure.** Except for payment obligations, neither party shall be liable for failure or delay of performance arising from an act of God or other events beyond control of such party; including the acts of a regulatory agency, fires, floods, explosions, strikes, labor stoppages, war and rebellion.

MaxorPlus Initials: 

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5. Limitation of Liability. Except as otherwise expressly set forth in this Agreement, MAXORPLUS makes no representations or warranties, express or implied, including but not limited to any warranty of merchantability or fitness for a particular purpose. In no event shall MAXORPLUS be liable for any incidental or consequential damages.

6. Amendment of Agreement. This Agreement may not be modified except in writing signed by both parties.

7. Governing Law/Change in Law. This Agreement and its interpretation shall be governed by the laws of the State of Texas with venue in Fort Bend County, Texas. If there occurs any change in law which materially alters the rights or obligations of either party under this Agreement, the parties shall equitably adjust the terms of this Agreement to take into account such change in law. If the parties are unable to agree upon an equitable adjustment within sixty (60) days after either party notifies the other of such a change in law, this Agreement shall terminate.


8. Severability. If any provision of this Agreement is held to be invalid or unenforceable for any reason, such invalidity or unenforceability shall not affect the remainder of this Agreement, which shall be in full force and effect and enforceable in accordance with its remaining terms.

9. Entire Agreement: Waiver. This Agreement supersedes all prior or contemporaneous understandings or contracts, and constitutes the entire agreement existing between the parties regarding the subject matter of this Agreement. No waiver or discharge of any breach of this Agreement shall be effective unless it is in writing signed by both parties. Any waiver of any breach of any provision of this Agreement shall not be a waiver of any subsequent breach of any provision of this Agreement.

10. Notices. Any notice given under this Agreement shall be in writing and shall be deemed received if sent by hand delivery, facsimile transmission, receipt confirmed, overnight courier that provides confirmation of delivery, or certified mail, return receipt requested, to the applicable party at its address set forth beneath its signature to this Agreement, or to such other address or to the attention of such other person as either party may designate in writing pursuant to this Section.

11. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

12. Agreement Dispute Resolution. Should a dispute arise concerning either party's failure to fulfill its obligations under this Agreement, the aggrieved party will seek resolution of the dispute by good-faith negotiations between the CEO of each party or his or her designee. Should the negotiations fail to resolve the dispute within fifteen (15) days of their beginning, the parties shall attempt, in good faith, to settle the dispute through mediation. Failure to agree on a mediator will be resolved by submitting the dispute to the

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local equivalent of a dispute resolution center. If the mediation fails to resolve the dispute, the parties agree to submit the matter to binding arbitration in the venue of the responding party under the rules of the American Arbitration Association.

MaxorPlus Initials: RA

CLIENT Initials: RA

EXHIBIT A - Client Payments  
EXHIBIT B - Invoice Schedule  
EXHIBIT C - Plan Description and Co-payments  
EXHIBIT D - MaxorPlus Mail Service Pharmacy Clinical Pharmacy Services

EXECUTED this 1<sup>st</sup> day of February, 2005 by affixing an authorized signature hereto and initialing each page in the spaces provided.

FORT BEND COUNTY

By: Steven H. Smith  
Steven H. Smith

By: Robert E. Hebert  
Robert E. Hebert

Date: 1/24/05

Title: County Judge  
Date: 2-1-05

320 South Polk, Suite 200  
Amarillo, Texas 79101

4520 Reading Road, Suite A  
Rosenberg, Texas 77471

ATTN: Kristin Mahan  
Fax No: (806) 324-5486

ATTN: : \_\_\_\_\_  
Fax No.: (281) 341-8645

ATTEST: Dianne Wilson, Ph.D.  
County Clerk

APPROVED AS TO FORM:

*Mary G. Renshaw*  
County Attorney

**EXHIBIT "A"**  
**CLIENT PAYMENTS**

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 14% for brand-name drugs plus \$2.50 less co-payment amount as established by CLIENT; or Maximum Allowable Cost plus \$2.50 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 18% for brand-name drugs less co-payment amount as established by CLIENT; or AWP less 52% 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/Specialty Injectable Pharmacy.** For each prescription dispensed by IV Solutions to an eligible member, CLIENT shall pay MAXORPLUS AWP less 14% plus \$2.50 less co-payment as established by CLIENT. AWP less 14% plus \$2.50 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.
4. **Special Reimbursement for Certain Drugs.** Certain drugs that become available on the market from time to time will be priced separately from, and thus not subject to the reduced contracted reimbursement rate, due to, among other things, specialized manufacturer processes, limited availability or extraordinary shipping requirements. Such drugs presently include biotechnology drugs, such as Betaseron and Avonex, and compounds. MAXORPLUS shall provide CLIENT with a list of such drugs, and their corresponding reimbursement rates (which are generally no less than full AWP), upon request. Participating Pharmacies may dispense these drugs to Eligible Members unless the CLIENT'S plan design would otherwise exclude these drugs or the CLIENT notifies MAXORPLUS in writing of its objections.

CLIENT hereby agrees to the following: All payments made by CLIENT to MAXORPLUS shall include all applicable fees, including, but not limited to ingredient cost and dispensing fee.

5. MaxorPlus Mail Order Pharmacy Clinical Pharmacy Services.

a. Prescription Clinical Intervention.

i. CLIENT shall pay MAXORPLUS fifty percent (50%) of all savings realized as a result of MAXORPLUS providing the Prescription Clinical Intervention Services described in Exhibit D, calculated as described in subsection (ii) below.

ii. Savings realized shall be calculated as follows: In those situations where MAXORPLUS obtains prescriber approval to dispense a drug, dosage, or quantity of medication different than that originally prescribed, the savings realized shall be the difference between the Net Cost of the original Prescription and the Net Cost of the Prescription dispensed. Savings shall also be realized for any refills dispensed of the converted Prescription. "Net Cost" means the cost to CLIENT for a Prescription as set forth in this Agreement, inclusive of the discounted drug cost and dispensing fees, but exclusive of any Eligible Member's Co-payment or administrative fee.

6. Administrative Services and Fees.

Administrative Fee: \$0.25 per submitted transaction

Retail Rebates to CLIENT: \$0.50 per paid prescription

Retail Rebates to CLIENT'S TPA: \$0.50 per paid prescription

7. Additional Services - With the exception of the costs incurred as part of the services described in paragraph B of this Agreement, CLIENT shall be responsible for all mutually agreed upon costs and charges incurred by MAXORPLUS in connection with this Agreement. Such costs shall include costs associated with responding to CLIENT requests, costs necessitated by the acts or omissions of CLIENT and any cost incurred by MAXORPLUS in performing services in conjunction with this Agreement which may be requested or required of MAXORPLUS and not specifically included in the scope of services described in paragraph B. MAXORPLUS and CLIENT agree to negotiate in good faith the cost of any services requested by CLIENT outside the scope of services described in Paragraph B of this Agreement.

**EXHIBIT "B"**  
**INVOICE SCHEDULE**

Invoices shall be issued according to the following schedule:

Retail and Mail Order Prescription Claims Payment	Semi-monthly
Administrative Service Fees	Semi-monthly
Additional Service Fees and Costs	Semi-monthly
MAXORPLUS Mail Order Pharmacy Prescription Clinical Intervention Services	Monthly

EXHIBIT "C"

Fort Bend County  
PRESCRIPTION DRUG RIDER

Effective January 1, 2005

SUMMARY OF BENEFITS

CO-PAYMENTS

Each retail prescription and refill is subject to a co-payment as follows:

\$10.00 for a Generic Prescription Drug  
\$20.00 for a Brand Name Prescription Drug

Each mail order prescription is subject to a co-payment as follows:

\$20.00 for a Generic Prescription Drug  
\$25.00 for a Brand Name Prescription Drug

DEDUCTIBLES

N/A

MAXIMUM ALLOWABLE BENEFITS (MAB)

N/A

FORMULARY

N/A

NETWORK

MaxorPlus Preferred Plus Pharmacy Network

MaxorPlus Initials: BA

CLIENT Initials: BA

## COVERED DRUGS


1. Injectables & non-injectable prescription (legend) drugs, which by state and federal laws require a "written" prescription by a duly licensed physician/practitioner and are not listed under the Limitations or Exclusions sections below.
2. Insulin.
3. Prenatal vitamins.
4. Compound medications of which at least one ingredient is a prescription (legend) drug.
5. Contraceptives (oral, transdermal, Depo-Provera & Norplant).
6. Dental products (i.e. chlorhexidene, fluoride rinses & gels).
7. DESI Drugs
8. Drugs for ADD/ADHD
9. Immunosuppressants
10. Isotretinoin (ex. Accutane)
11. Schedule V Drugs
12. Topical tretinoin (ex. Retin-A, Avita, Differin)
13. Wound dressings
14. Diabetic Supplies: (lancets, lancet devices, syringes, urine and blood test strips)


## LIMITATIONS

1. Retail prescriptions covered under this Rider are limited to a thirty (30) day supply and mail service prescriptions are limited to a ninety (90) day supply of medication.
2. Prescription refills in excess of the number specified by the physician and any refills dispensed more than one year after the physician's order are not covered.
3. The Maxor National Tiered Drug Formulary will be implemented as a guideline for physician/practitioner prescribing.
4. A prescription cannot be refilled until 75% of the medication has been used.
5. Prescriptions must be filled at a MaxorPlus Provider Network Pharmacy.  
Prescriptions filled  
at non-participating pharmacies, except in cases of Medical Emergency, are not covered.
6. Certain medications will require prior authorization for determination of coverage.

## EXCLUSIONS

1. Drugs that, by law, do not require a prescription are not covered under this Rider.
2. Drugs with OTC equivalents.
3. Devices of any kind, even those requiring a prescription, including but not limited to: therapeutic devices, health appliances, insulin pumps, or similar items are not covered under this Rider.
4. Any medication which is not Medically Necessary is not covered under this Rider.
5. Blood, blood factors or blood plasma, plasma expanders or proteins.
6. Charges for the administration or injection of any drug.
7. Drugs labeled "Caution-limited by federal law to investigational use" or experimental drugs.
8. Medication which is to be taken by or administered to an individual, in whole or in part, while he or she is a patient in a licensed hospital, rest home, sanitarium, extended care facility, convalescent hospital, nursing home or similar institution which operates on its premises, a facility for dispensing pharmaceuticals.
9. Agents used for treatment of Alopecia (i. e., Rogaine).
10. Growth Hormones (covered only for dependent children who were born while covered under this plan).
11. Nutritional and dietary supplements.
12. Fertility medications.
13. Smoking cessation medications.
14. Glucometers.
15. Fluoride supplements.
16. Allergy serums/extracts
17. Contraceptive devices (i.e. iud's and diaphragms)
18. Immune serums/anti-sera
19. Immunization agents/vaccines
20. Iron supplements (Rx)

MaxorPlus Initials: 

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- 21. Multivitamins with or without fluoride
- 22. Multivitamins with or without iron
- 23. Toxoids
- 24. Vitamins, single entity (ex: A, D)

Drugs requiring Prior Authorization

- Agents for weight loss
- Drugs for sexual dysfunction
- Growth Hormones

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



## CLAIM PROCEDURES

1. When a covered person has a prescription for a covered drug, the following steps should be followed:
  - A. Present the MaxorPlus prescription drug card with the prescription.
  - B. Fill out the insured's portion of the voucher and sign.
  - C. Pay the Co-Payment and receive the medication.
2. Should a covered person not have the MaxorPlus prescription drug card OR purchase a covered drug from a pharmacy NOT participating in the MaxorPlus provider network, the following steps should be followed:
  - A. Pay for the entire cost of the medication.
  - B. Obtain and complete a MaxorPlus Prescription Drug Claim Form.
  - C. Send the claim form with prescription receipt directly to MaxorPlus within 90 days from date of prescription fill.

**IMPORTANT NOTE:** This program will cover prescriptions filled by a non-participating pharmacy only in emergency situations. MaxorPlus will pay the appropriate amount directly to the cardholder, usually within four (4) to six (6) weeks. A formula is used to calculate the amount of reimbursement and the resulting payment MAY NOT total 100% of the billed charges. Consequently, it is advantageous to use the MaxorPlus prescription drug card and participating network pharmacies whenever possible.

3. **Emergencies.** The program requires eligible members to use a MAXORPLUS participating pharmacy. Prescriptions dispensed at "non-participating pharmacies" are covered only in instances of a Medical Emergency outside the MaxorPlus service area. In such emergency situations, the member must pay in full at the time of service and then submit a paper claim for reimbursement to:

MAXORPLUS  
320 S. Polk, Suite 200  
Amarillo, TX 79101

4. In the event any employee's coverage under this prescription drug benefit terminates or the employee becomes a Conversion Subscriber, this Rider will terminate automatically without further action or notice.
5. Until further notice, all terms, limitations, exclusions and conditions of the prescription drug benefit Evidence of Coverage remain unchanged except as provided in this Drug Rider.

MaxorPlus Initials: DA

CLIENT Initials: DA

## DEFINITIONS

The following terms shall have the meanings ascribed to them hereafter for purposes of this evidence of coverage.

1. Prescription Drug means any U.S. Food and Drug Administration (FDA) approved drug (medication) which requires a prescription by a duly licensed physician/practitioner.
2. Non-Prescription Drug means any drug, which by law does not require a prescription.
3. Participating Pharmacy means a MaxorPlus Participating Provider Pharmacy that is part of the MaxorPlus Pharmacy Network that has been approved by the Rider to provide prescription drugs to eligible members who are covered by this Plan.
4. Brand Name Drug means a drug produced and marketed exclusively by a particular manufacturer. The name is usually a registered trademark with the Patent Office and confers upon the registrant certain legal rights with respect to its use.
5. Generic Equivalent Prescription Drug means a prescription drug that is therapeutically equivalent to a brand name drug and which has been given an "A" rating according to the "Orange Book" (an FDA publication).
6. Legend Drug means a drug which cannot be purchased without a prescription from a duly licensed physician/practitioner.
7. Heritable Disease means an inherited condition that may result in mental or physical retardation or death.
8. Co-Payment means the amount that is charged by the participating MaxorPlus Provider Pharmacy to the covered individual for the dispensing of new and refill prescription drugs covered under this Plan.
9. Maintenance Medication means any prescription drug covered under this rider and listed on the MaxorPlus maintenance drug list used to treat chronic conditions.

EXHIBIT "D"  
MAXORPLUS MAIL SERVICE PHARMACY  
CLINICAL PHARMACY SERVICES

Prescription Clinical Intervention Services

MAXORPLUS shall:

- A. Analyze available patient data to determine the appropriateness and cost effectiveness of current Mail Order Prescriptions provided to Eligible Members;
- B. Based upon the foregoing analysis, MAXORPLUS shall contact the prescriber where appropriate to suggest modifications to the prescribed therapy to either a therapeutic or generic equivalent; and
- C. Dispense Prescriptions as authorized by the prescriber.

MaxorPlus Initials: PA

CLIENT Initials: PA