

**WILLIAMSON COUNTY PHARMACY  
SERVICES AGREEMENT  
MAO Pharmacy, Inc. d/b/a Westwood Pharmacy**

**THIS PHARMACY SERVICES AGREEMENT** (this "Agreement") is entered into by and between MAO Pharmacy, Inc. d/b/a Westwood Pharmacy, a Virginia corporation ("WESTWOOD"), and Williamson County ("COUNTY") (WESTWOOD and COUNTY hereinafter together referred to as the "Parties").

**RECITALS**

**WHEREAS**, WESTWOOD operates a pharmacy licensed in the Commonwealth of Virginia;

**WHEREAS**, WESTWOOD is in the business of providing comprehensive pharmaceutical care services in correctional settings for various state and local government entities, as well as comprehensive healthcare companies; and,

**WHEREAS**, COUNTY desires to have WESTWOOD provide comprehensive pharmaceutical care services for COUNTY's jail located at 508 Rock Street, Georgetown, TX 78626;

**NOW, THEREFORE**, in consideration of the mutual promises of the Parties hereto and the mutual benefits to be gained by the performance thereof, and other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

- 1) **Incorporation by Reference and Order of Precedence.** This Agreement incorporates by reference the Williamson County Request for Proposals 25RFP14 - Jail Pharmaceuticals/Services/Supplies ("RFP") and Westwood's proposal submitted pursuant to the RFP ("Westwood Proposal"), including all terms, conditions, specifications, and any addenda issued in connection therewith. The Parties acknowledge that this Agreement is intended to be consistent with the RFP and the Westwood Proposal; however, in the event of any dispute or conflict between the terms of this Agreement, the terms of the RFP and the terms of the Westwood Proposal, applicable documents will be referred to for the purpose of clarification, conflict resolution or for additional detail in the following order of precedence: (1) terms and conditions of this Agreement, (2) the RFP and its addenda; and (3) the Westwood Proposal. The Parties further agree that all obligations, representations, and warranties set forth in the RFP and the Westwood Proposal shall remain binding upon the Parties as though fully set forth herein.
- 2) **Term.** The initial term of this Agreement shall commence upon the date of the last party's execution below and shall continue for 12 months thereafter. Following the initial term and provided the Agreement is not terminated by either party pursuant to terms of the RFP, the contract shall renew automatically for up to four separate 12-month terms with the terms and conditions set out herein remaining the same.
- 3) **Consideration and Compensation:** WESTWOOD will be compensated based on the terms of the Pricing Proposal set out in the Westwood Proposal. WESTWOOD hereby acknowledges and agrees that not-to-exceed compensation amount under this Agreement

shall be Nine Hundred Eighty- One Thousand, Seven Hundred and Fifty Dollars (\$981,750.00) for each 12-month term. The Parties hereby agree that any return credits will be credited in accordance with the terms set out in Schedule A, which is attached hereto and incorporated herein by reference.

- 4) Counterparts. This Agreement may be executed by the parties hereto in multiple original counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same.
- 5) Modifications & Amendments. This Agreement may only be modified or amended by a written agreement that is executed by both parties.
- 6) Governing Law. This Agreement shall be governed by the laws of the State of Texas.
- 7) Notices. Any notices required or permitted to be given under this Agreement shall be furnished in writing and sent first class mail or registered mail to:

WESTWOOD:                    Westwood Pharmacy  
   Attn: Hunter Hoggatt  
   5823 Patterson Avenue  
   Richmond, VA 23226

COUNTY:                        Williamson County, Texas  
   Attn: County Judge  
   710 Main Street, Suite 101  
   Georgetown, TX 78626

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the last date written below.

Williamson County, Texas  
710 Main Street  
Georgetown, TX 78626

MAO Pharmacy, Inc.  
5823 Patterson Avenue  
Richmond, VA 23226

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_, 20\_\_

By: Shubhro Pal  
Name: SHUBHRO PAL  
Title: VPO  
Date: 4/7/, 2025

**Approved as to Legal Form**  
HAL HAWES  
General Counsel, Commissioners Court  
Date: Apr 08 2025    Time: 2:14 pm

**Reviewed by Contract Audit**  
SARA GREER, CGAP  
Contract Auditor  
Williamson County Auditor's Office  
Date: Apr 08 2025    Time: 1:41 pm

## SCHEDULE A: Returns

Return credits will be credited at 100% of the cost of the eligible medication.

The following items are either non-returnable and are not eligible for credit:

- Controlled Medications (non-returnable)
  - All controlled medications (Schedule TI-V) need to be destroyed on site. The DEA prohibits returning controlled substances to the pharmacy. In the event a controlled medication is inadvertently returned to Westwood Pharmacy, Westwood will mail that medication back to you with directions to destroy on site.
- Specialty Medications (non-returnable)
  - Westwood Pharmacy will notify the facility prior to filling any specialty medications to make them aware the product is non-returnable.
  - Westwood Pharmacy will await written permission from the facility to proceed with filling the non-returnable specialty product.
- Refrigerated Products (not eligible for credit)
  - Since Westwood Pharmacy cannot verify the integrity of how the product has been stored, refrigerated products are not eligible for credit.
- Half Tablets (not eligible for credit)
  - If a facility requests half tabs they are not eligible for credit as Westwood Pharmacy will not be able to reuse that product.
- Within 90 Days of the Expiration Date (not eligible for credit)
  - If the medication is returned and it is within 90 days of the expiration date, it is not eligible for credit because Westwood Pharmacy will not be able to reuse the product.
- Opened Bulk Items (not eligible for credit)
  - If a bulk item (i.e., inhaler, cream/ointment) is returned open, this item will not be eligible for credit as Westwood Pharmacy cannot verify that they product has not been used.
- The final decision on the integrity of the product will rest upon the pharmacist checking the returns.
- Any damaged items are not eligible for return.