

COUNTY OF KENDALL, ILLINOIS
Health & Environment Committee
County Office Building
County Board Rooms 209-210

Monday, September 19, 2016 - 9:00a.m.
MEETING AGENDA

- 1. Call to Order**
- 2. Roll Call:** Judy Gilmour, Dan Koukol, Elizabeth Flowers, Matthew Prochaska, and John Purcell
- 3. Approval of Agenda**
- 4. Approval of Minutes from August 15, 2016**
- 5. Status Reports**
 - Health Department
 - Soil & Water
 - Water Related Groups
 - Other Reports
- 6. Old Business**
 - *NACO Update – Dr. Tokars*
- 7. New Business**
 - *Recommend Approval of NACO Prescription-Health-Dental Discount Program*
- 8. Chairman's Report**
- 9. Public Comment**
- 10. Questions from the Media**
- 11. Action Items for the County Board**
- 12. Executive Session**
- 13. Adjournment**

COUNTY OF KENDALL, ILLINOIS
Health & Environment Committee
Monday, August 15, 2016
Meeting Minutes

CALL TO ORDER

The meeting was called to order by Chair Judy Gilmour at 9:00a.m.

ROLL CALL

Committee Members Present: Dan Koukol - here, Judy Gilmour – here, Matthew Prochaska – here

John Purcell arrived at 9:06a.m.

Elizabeth Flowers arrived at 9:12a.m. and Member Flowers left the meeting at 10:36a.m.

Others Present: Megan Andrews, Steve Curratti, Marlin Hartman, Aaron Rybski, Dr. Amaal Tokars, Jeff Wilkins and Jenny Wold

APPROVAL OF AGENDA –Member Koukol made a motion to approve the agenda, second by Member Prochaska. **With three members present in agreement, the motion carried.**

APPROVAL OF MEETING MINUTES – Member Prochaska made a motion to approve the meeting minutes from July 18, 2016, second by Member Koukol. **With three members present voting aye, the motion carried.**

STATUS REPORTS

- **Health Department – Green Organics Update** – Marlin Hartman reported they are going through a change of ownership/operation at Green Organics, and there has been a decrease in host fees. Mr. Hartman talked with one of the operators who stated they are no longer getting income and materials. Mr. Hartman and Mr. Rybski began researching the IEPA permit, Special Uses permit and closer requirements. He also continued to visit the site, and Dave Grevel sent Mr. Rybski an email briefly explaining their situation. Mr. Hartman reported that eventually the company was sold, and was purchased by Midwest Materials Land Waste (MWcompanies.com). Mr. Hartman said that MW Companies began in the mulch and wood business, has a Construction and Demolition transfer station, and a yard waste transfer station. Mr. Hartman thought they might bring the yard waste down to the Green Organics site for composting. Mr. Hartman has met with the new owners Steve and Victoria Burgland, and they seem to be a solid company that has been in the solid waste business for over twenty years. IEPA is in the process of transferring the permit, and Midwest Materials Land Waste is not currently accepting any incoming yard waste until the permit is in order.

Mr. Hartman said that a critical issue to be resolved is the Special Uses Permit through Planning, Building and Zoning. Mr. Hartman is not sure if the permit is transferable or not, but said that will be addressed by PBZ. Member Gilmour would like to take a field trip to the new company once they are up and running.

- **Kendall County Soil and Water District** – Megan Andrews provided the U.S. Drought monitor, and said there is just a small portion in western Illinois that has been affected. Ms. Andrews also briefly reviewed their latest newsletter, and mentioned the fall sales of fish and trees.

Jenny Wold briefly informed the committee about the master's level Summer Agriculture Institute offered to teachers in the tri-county area (Will, Kendall, and Grundy Counties) to understand the agricultural industry in Kendall County.

Ms. Wold said they just finished at the Kendall County Fair with a big educational area in the Family Fun Tent.

Ms. Wold also updated the committee about the Ag in the Classroom plans for this year with all of the County third grade classes. One of the new opportunities this year is a Get-a-Grant workshop on September 15th through Illinois Ag in the Classroom. There are book grants, and new and current teacher grants for the purchase of classroom resources. Ms. Wold hopes that many teachers will attend this free workshop.

- **Water Related Groups** – No report

OLD BUSINESS

- ***NACO Update*** – Dr. Tokars had a conference call with NACO recently and said that the conversation confirmed that the prices online are reflective of the discounts, and that Dental Service information is not available online, but is available by contacting NACO directly, Dr. Tokars informed NACO that it is vital for the dental information to be made available to citizens online.

Dr. Tokars said that it would be helpful to have a single page of basic information, with a description of the NACO card, and how it can assist people by using it, should be displayed on the County and Health Department websites. The NACO card is available to anyone, even those that already have health or dental insurance, and can be used at any medical or dental office that accepts it. There is also a free prescription card that will assist those without health insurance in purchasing prescriptions at a discounted price.

- ***Review of the Food Protection Ordinance*** – Member Gilmour informed the committee that Dr. Tokars had just received copies of all three ordinances from the State's Attorney's office after their review on Friday. The committee began by reviewing the SAO suggested changes.

Member Purcell again voiced his concerns that the frequency of inspections and the fees are not very clearly defined in the ordinance. Discussion on why the specific changes suggested by the committee at the last meeting were not included in the copies received from the SAO. The different classifications according to state code that would require follow-up onsite inspections, what information is provided to applicant's that are not applying online,

Member Prochaska made a motion to replace both paragraphs in Section 8, with the current fee schedule as of August 15, 2016, second by Member Purcell.

Dr. Tokars stated that she isn't in a position to make a recommendation to the Board of Health motion by motion, but when this meeting is finished today, she will look at it in its totality, and be able to discern from there. The Board of Health meets on Tuesday, August 16, 2016.

With Members Koukol, Purcell, Prochaska and Gilmour voting aye, and Member Flowers voting nay, the motion carried by a 4-1 vote.

Member Purcell made a motion in Section 5, B Inspection Frequency, to clearly define the frequency of inspections, remove the words "in Attachment A", and insert the inspection chart, second by Member Koukol.

Dr. Tokars stated that these are significant changes and that she would have to take them back to the Board of Health.

With Members Purcell, Koukol, Gilmour and Prochaska voting aye, and Member Flowers voting nay, the motion carried by a 4-1 vote.

Member Purcell also questioned the Potluck Events section, page 4, paragraph F, and said he wanted clear definition of a potluck, the difference between a potluck and an event at a Chamber of Commerce, or local vendor involving food. Member Purcell stated that the verbiage needs to be very clearly defined, and suggested stating "the serving of food that is brought to a potluck sponsored by a business, a group of individuals, or religious, charitable, or non-profit organization".

Member Prochaska said that in reviewing the state statute, the verbiage is exactly as it is stated in the state code. Dr. Tokars stated that you have to be careful to not subtly weaken state code, but can add clarifying language. Member Flowers said that the section in the proposed ordinance states that "the event is not conducted for commercial purposes", and is saying exactly what Member Purcell wants it to say, but in different language.

Member Prochaska asked that the minutes clearly reflect that the committee does not believe that the potluck section does not extend to a chamber event. Member Gilmour said that the definition of a potluck is pursuant to the state statute and the language is verbatim to the state statute.

Discussion on the State's Attorney's Office review and suggestions to "Penalties" on page 13, section 15.

Member Purcell made a motion to forward the Food Protection Ordinance with the suggestions that were proposed (changes to be done by the Health Department) to the September 15, 2016 Committee of the Whole meeting for review of the proposed changes and further discussion, second by Member Koukol. **With four members voting aye, the motion passed.**

- ***Review of Water Supplies Ordinance*** – After reviewing the State's Attorney's Office proposed changes, the committee. Member Purcell again suggested that all inspection charts and fee schedules current as of August 15, 2016, to be included in the ordinance.

Mr. Rybski was asked to research fee information from surrounding counties and provide that information for the Committee of the Whole meeting on September 15, 2016.

Member Prochaska made a motion to remove both paragraphs in Section 11 Fees, with the current fee schedule as of August 15, 2016, second by Member Purcell. **With Members Purcell, Prochaska, Gilmour and Koukol voting aye, and Member Flowers voting nay, the motion carried.**

Discussion on page 22, Section 7 Inspections: Member Purcell again stressed the importance of clearly defining inspections in the ordinance. Mr. Rybski explained the inspection process, and said that normally they conduct one final inspection of the well.

Member Prochaska made a motion to forward the Water Supplies Ordinance with the proposed change to the September 15, 2016 Committee of the Whole meeting for review and further discussion, second by Member Purcell. **With four members voting aye, the motion carried.**

- ***Review of Onsite Wastewater Treatment System Ordinance*** – The committee reviewed the proposed changes by the State's Attorney's Office.

Discussion on the Interceptor Drain and Segment Drain Requirements. Mr. Rybski stated that the definition listed in that section is from the 2014 Illinois Soil Classifier Association Interim Guidance Document.

Member Purcell asked how often systems are inspected and what is required for an annual inspection. Mr. Rybski reported there is no annual re-inspections, and in terms of permitting and installation it depends on the type of system. Mr. Rybski explained the different types of systems, and if they are meeting certain specifications and requirements of the state code. Mr. Rybski said that it is difficult for them to define inspections based on the complicated systems that are now being installed. Mr. Rybski said there are very few septic contractors in the County, and the Health Department works closely with them in

scheduling the inspections during specific stages of installation. Mr. Curatti stated that a key component in their communication with contractors, is to encourage contractors to meet often with their clients, so their clients understand step-by-step what the contractor is doing and what kind of inspections will be required with the particular type of system that the contractor and homeowner have chosen together. Mr. Rybski said that when permits are approved, the contractor, PBZ, the property owner all receive copies, and then a copy is maintained in the Health Department.

Discussion on *Section 1, Scope*. **The Health Department will separate the operation, maintenance and service components and improve the language in this section prior to the Committee of the Whole meeting.**

Member Prochaska questioned the suggested changes for *Section 10, E, 5 & 6*. Mr. Curatti said that the state code provides a matrix that shows all of the natural elements that require set-backs, and all of the different components of the septic system, and said those then have to be matched and aligned, and that the contractors are well versed in applying for a permit that meets that matrix. **There was consensus by the committee to not include the State's Attorney's Office recommendations in the ordinance for this section.**

Member Prochaska made a motion to remove both paragraphs in *Section 13 Fees*, with the current fee schedule as of August 15, 2016, second by Member Purcell. **With four members voting aye, the motion carried.**

Discussion on *Section 23 Penalty*. **The Health Department will change the ordinance so that the amount of the fines will be listed as "not less than \$100, and no more than \$1000".**

Member Prochaska made a motion to forward the Water Supplies Ordinance with the proposed change to the September 15, 2016 Committee of the Whole meeting for review and further discussion, second by Member Koukol. **With four members voting aye, the motion carried.**

Recommend Revisions to the Home Kitchen Operations Ordinance – Discussion on the revision, section D, Incorporation Clause. Member Prochaska stated that the language is already in the Food Protection Ordinance. **There was consensus by the committee that no further action would be needed on this ordinance.**

NEW BUSINESS – None

CHAIRMAN'S REPORT – No report

PUBLIC COMMENT – None

ITEMS FOR THE COMMITTEE OF THE WHOLE

- *Review of the Food Protection Ordinance*
- *Review of Water Supplies Ordinance*
- *Review of Onsite Wastewater Treatment System Ordinance*

ACTION ITEMS – None

EXECUTIVE SESSION – None Needed

ADJOURNMENT - Member Prochaska made a motion to adjourn the meeting, second by Member Purcell. **The meeting was adjourned at 11:22a.m.**

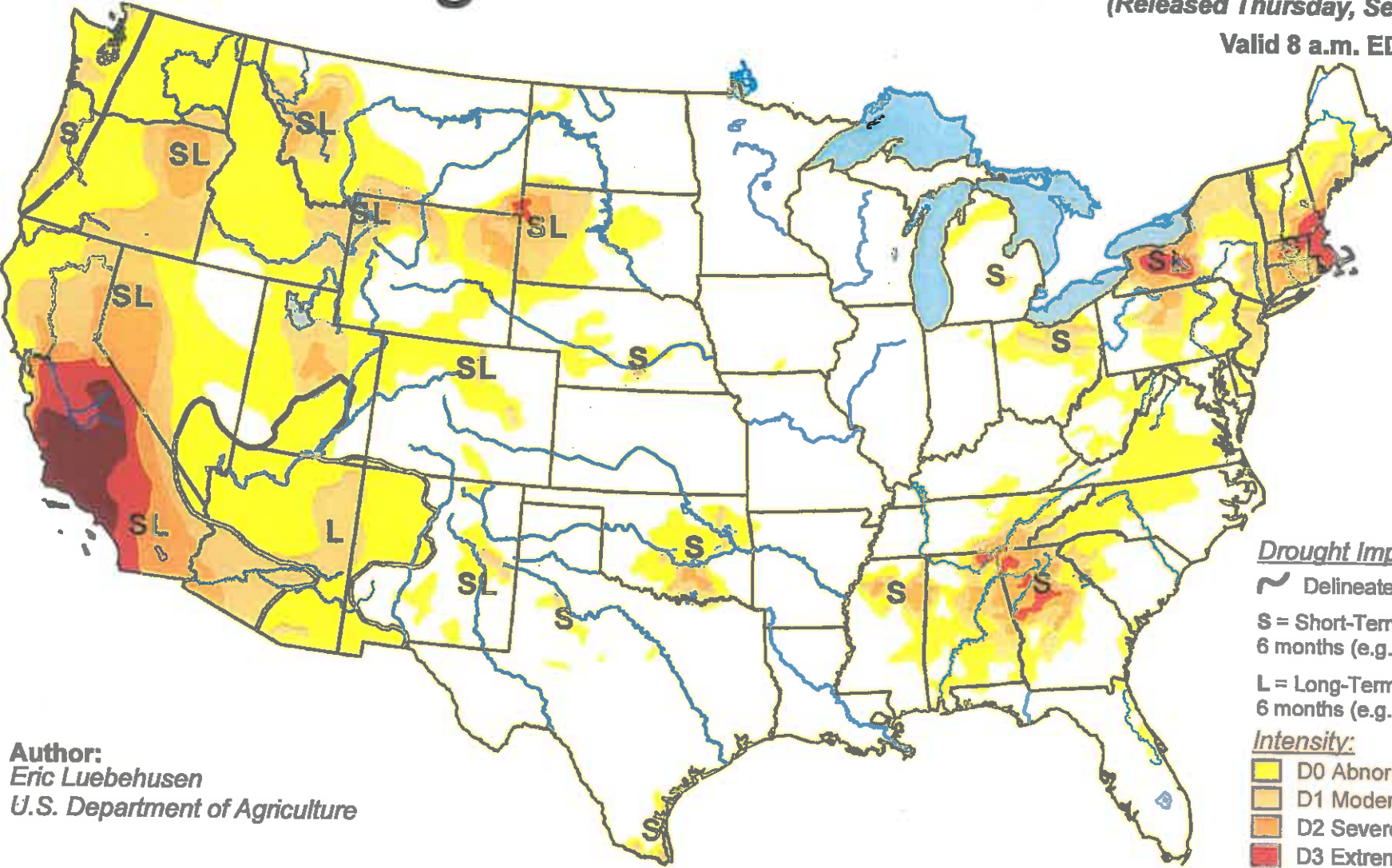
Respectfully Submitted,

Valarie McClain
Administrative Assistant/Recording Secretary

U.S. Drought Monitor


September 13, 2016
(Released Thursday, Sep. 15, 2016)

Valid 8 a.m. EDT








Author:
Eric Luebehusen
U.S. Department of Agriculture

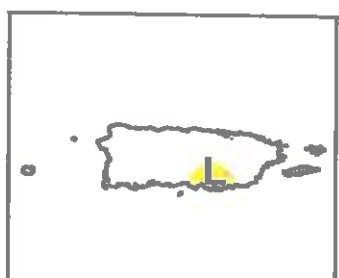
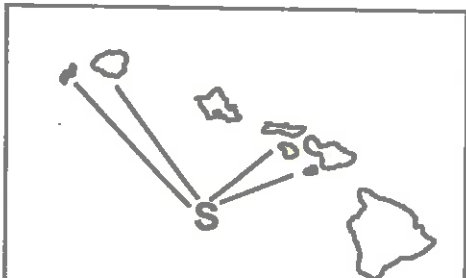
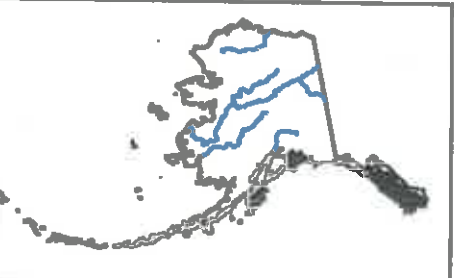
Drought Impact Types:

-  Delineates dominant impacts
- S** = Short-Term, typically less than 6 months (e.g. agriculture, grasslands)
- L** = Long-Term, typically greater than 6 months (e.g. hydrology, ecology)

Intensity:

-  D0 Abnormally Dry
-  D1 Moderate Drought
-  D2 Severe Drought
-  D3 Extreme Drought
-  D4 Exceptional Drought

The Drought Monitor focuses on broad-scale conditions. Local conditions may vary. See accompanying text summary for forecast statements.



<http://droughtmonitor.unl.edu/>

U.S. Drought Monitor Midwest

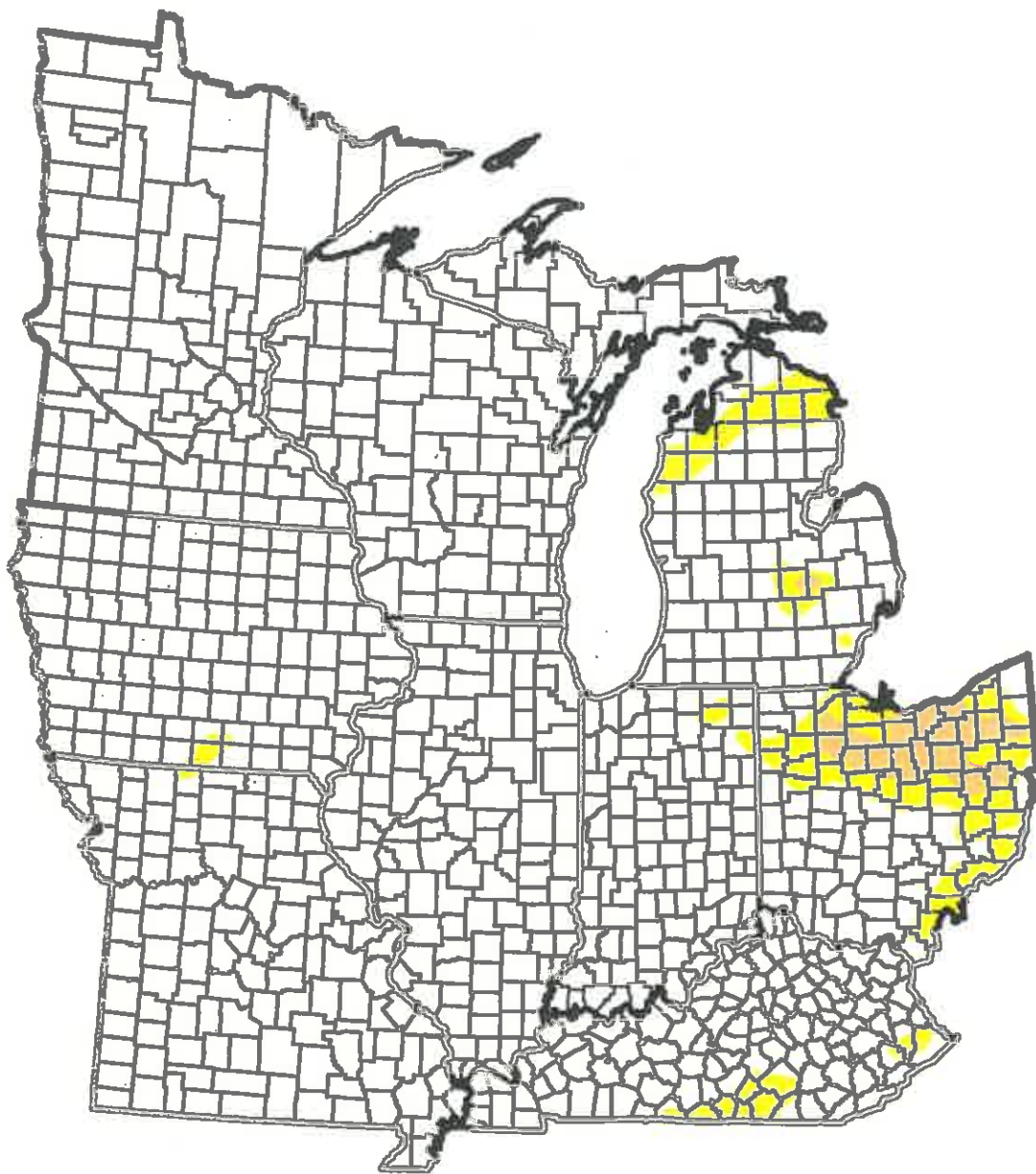
September 13, 2016

(Released Thursday, Sep. 15, 2016)

Valid 8 a.m. EDT

Drought Conditions (Percent Area)

	None	D0-D4	D1-D4	D2-D4	D3-D4	D4
Current	93.66	6.34	1.49	0.00	0.00	0.00
Last Week <i>9/6/2016</i>	90.62	9.38	2.14	0.00	0.00	0.00
3 Months Ago <i>6/14/2016</i>	68.73	31.27	0.03	0.00	0.00	0.00
Start of Calendar Year <i>12/29/2015</i>	88.07	11.93	2.35	0.00	0.00	0.00
Start of Water Year <i>9/29/2015</i>	79.48	20.54	1.04	0.00	0.00	0.00
One Year Ago <i>9/15/2015</i>	88.35	11.65	0.35	0.00	0.00	0.00



Intensity:

- D0 Abnormally Dry
- D1 Moderate Drought
- D2 Severe Drought
- D3 Extreme Drought
- D4 Exceptional Drought

The Drought Monitor focuses on broad-scale conditions. Local conditions may vary. See accompanying text summary for forecast statements.

Author:
Eric Luebehusen
U.S. Department of Agriculture





Sign up your county today

Join the NACo Live Healthy program. It's easy. Complete this registration form, save it to your desktop and then attach in an email addressed to membership@naco.org

Or mail this form to:

Andrew S. Goldschmidt, CAE, Director of Membership Marketing
National Association of Counties
25 Massachusetts Ave., NW Ste. 500, Washington, DC 20001

After you register, we'll send you customized materials to promote Live Healthy in your county.

County Name: _____

Main County Contact: _____

Title: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Phone: _____

Email: _____

County Website _____

Number of County Residents: _____

Please check which NACo Live Healthy discounts your county would like to offer its residents:

(Counties must participate in the prescription part of the program in order to add another program):

Prescription—already enrolled Health Dental

Prescription

By checking this box you are confirming that the NACo Live Healthy programs checked above are approved by the County's elected board.

Spanish materials required? Yes No

One more thing...

We will need your county's logo/seal to customize your Live Healthy materials. Then you'll be able to share this exclusive discount program with your residents. A jpg file of your county logo is necessary to complete your registration.

Send an email with the jpg file as an attachment to NACoRx@caremark.com. Indicate the county name and logo attached in the subject line. The email should also include:

- A contact/name and street address for the delivery of member ID cards and display materials if it differs from the address on the registration form. (Please note we cannot deliver to P.O. boxes.)
- A description of how the county name should appear/read on the member ID card.

For questions, call **888-407-NACo (6226)**, or email us at membership@naco.org



Dear County Officials:

Please complete the steps listed below to implement the NACo Prescription-Health-Dental Discount Program in your county. An incorrect checklist or contract will result in a delayed implementation of the program.

1. Counties, Parishes, Boroughs sign exhibit B of the contract which attaches the county to the overall NACo contract (**IMPORTANT: this is on page 14**). If your county chooses to receive the optional marketing reimbursement fee, you will need to also submit your signed Rider 1 along with the Exhibit B.
2. Complete the NACo checklist.
3. Mail all contract paperwork and the checklist to:

Andrew S. Goldschmidt CAE, MBA
Director of Membership Marketing
NACo--National Association of Counties
25 Massachusetts Ave, Ste. 500
Washington, DC 20001

4. Email your county seal/logo to nacorx@caremark.com (if applicable).
5. Begin your internal planning process to promote the program. Please visit the members only section for the program at www.naco.org/health for program related materials. Please contact me at 1-888-407-NACo (6226) or agoldschmidt@naco.org if you need assistance logging in.

Please contact me if you have any questions or need further information. NACo thanks you for being a member county and looks forward to working with you on this exciting program!

Sincerely,

Andrew S. Goldschmidt CAE, MBA
Director of Membership Marketing
National Association of Counties
25 Massachusetts Ave, Ste. 500
Washington, DC 20001
202-942-4221 or 1-888-407-6226 (NACO)
agoldschmidt@naco.org

The above message and enclosed attachments are confidential and should not be shared outside of the county officials considering the program without permission from NACo.

RIDER 1

With respect to Member County's participation in the Consumer Card Program, the parties intend and agree to revise the terms of the Agreement as follows:

1. Section 9(h) shall be deleted from the Agreement.

[Signature page follows.]

NATIONAL ASSOCIATION OF COUNTIES

By: _____

Title: _____

Date: _____

MEMBER COUNTY:

KENDALL COUNTY, ILLINOIS

By: _____

Title: _____

Date: _____

CAREMARKPCS HEALTH, L.L.C.

By: _____

Title: _____

Date: _____

CAREMARKPCS HEALTH, L.L.C.

AMENDED AND RESTATED MANAGED PHARMACY BENEFIT SERVICES AGREEMENT

CONSUMER CARD PROGRAM

THIS AMENDED AND RESTATED AGREEMENT (the "Agreement") is effective beginning January 1, 2012 (the "Effective Date") among National Association of Counties ("Customer"), counties that are members of the National Association of Counties ("Member County") and CaremarkPCS Health, L.L.C., ("Caremark"), for the purpose of delineating the terms and conditions under which Caremark will provide certain managed pharmacy benefit services to Member County and Customer. This Agreement amends the existing Member County Agreements consistent with the terms thereof. Customer agrees that it will require each Member County added after the Effective Date to execute an individual agreement with Caremark in the form attached hereto as Exhibit B (the "Member County Agreement") prior to Caremark's providing Services to such Member County. Caremark will not provide Services to Member County prior to the receipt of the Member County's execution of the Member County Agreement.

1. STATEMENT OF SERVICES / OBLIGATIONS.

1.1 Services. Caremark will provide Member County the services as set forth in this Section 1, and the services described in any attachment, addendum or amendment hereto (collectively the "Services"). Caremark may make changes to the Services from time to time so long as such changes do not materially alter any of the provisions of this Agreement.

1.2 Participating Pharmacies. Caremark has created a network of Participating Pharmacies, which will perform pharmacy services for Participants.

1.3 Pharmacy Help Desk and Voice Response Unit. Caremark will provide Participating Pharmacies with help desk assistance and access to Caremark's voice response unit during Caremark's hours of operation.

1.4 Claims Processing.

a. Submission of Claims. Caremark will adjudicate Claims submitted by Participating Pharmacies to Caremark in accordance with the Participating Pharmacy's agreement with Caremark and the Consumer Card Program.

b. Collection at Point of Sale. Customer and Member County acknowledge that Participating Pharmacies will collect from the Participant one hundred percent (100%) of the applicable prescription price, discounted at the rates set forth on Exhibit A as applicable, plus a transaction fee from the Participant.

1.5 Customer Service. Caremark will make available to Customer, Member County and Participants a toll free number during those hours of operation maintained by Caremark. Staff will be available to answer questions on the Consumer Card Program and Consumer Card Program guidelines.

1.6 Identification Cards. Caremark will, at its own cost, produce identification cards for Participants, which contain Member County's and Customer's logo(s). Identification cards will be available to any individual the Member County or Customer deem appropriate. Caremark will work with Member County on the distribution method for identification cards; provided, however if Member County requests that Caremark mail the identification cards to Participants, postage and handling charges will apply. The Participant shall be responsible for paying for any prescriptions obtained while using the identification card.

1.7 Clinical Services and Drug Utilization Review ("DUR").

a. Clinical Services. Caremark may provide to Member County its member compliance programs and other programs designed to ensure proper drug utilization and encourage the use of cost-effective medications. These programs may include mailings to Participants with active prescriptions for targeted drug products or drug classes or to let Participants know that they may qualify for participation in a clinical trial program. Such

mailings may include Participant and drug specific information and/or general educational material. Participants, by notifying Caremark, may opt-out of such programs.

b. **DUR Services.** Caremark will provide its automated concurrent DUR Services for Claims. The information generated in connection with DUR Services is intended as an economical supplement to, and not as a substitute for, the knowledge, expertise, skill, and judgment of physicians, pharmacists, or other health care providers in providing 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. Notwithstanding anything set forth in this Agreement, Caremark will have no obligation to acquire information concerning any Participant beyond the information that is included in Caremark's eligibility records or the Claims submitted by Participating Pharmacies in connection with the Consumer Card Program.

1.8 **Formulary Services.** Caremark will administer an open formulary for the Member County and will provide certain Services that are designed to provide useful clinical information to physicians (the "Formulary Services"). Caremark may make changes to the Formulary Services described in this Agreement from time to time, and will notify Member County and Customer of any material changes to any formulary management programs. In all cases, the prescribing physician shall have final authority over the drug that is prescribed to the Participant.

a. **Customer's Authorization.** Customer authorizes Caremark to contract as a group purchasing organization for Customer with pharmaceutical companies for Rebates. Customer acknowledges that whether and to what extent pharmaceutical companies are willing to provide Rebates to Customer may depend upon a variety of factors, including the content of any drug list adopted by Customer, the plan's design features and participating in Caremark's drug list management programs, as well as Caremark receiving sufficient information regarding each Claim that is submitted to pharmaceutical companies for Rebates.

b. **Disclosure of Manufacturer Fees.** In accordance with Section 1.8(a) of this Agreement, Caremark or its affiliates may hold contracts with certain pharmaceutical companies relating to products covered under this Agreement. The parties agree that Caremark shall retain one hundred percent (100%) of the Rebates as reasonable compensation for its services under this Agreement. In connection with such contracts, Caremark or its affiliates may have a financial relationship with such pharmaceutical companies and may receive and retain fees or other compensation from pharmaceutical companies for services rendered and property provided to pharmaceutical companies, including, without limitation, administrative fees that range between one percent (1%) and four percent (4%) of the Wholesale Acquisition Cost ("WAC") of the products dispensed across Caremark's book of business. In addition, Caremark or its affiliates may receive concurrent or retrospective discounts or Rebates from pharmaceutical companies which are attributable to or based on products purchased by Caremark affiliated dispensing pharmacies. The term "Rebates" as used in this Agreement does not include the fees, compensation, and concurrent or retrospective discounts associated with the purchase price of products described in this Section 1.3, which belong exclusively to Caremark or its affiliates.

c. **Participant Authorizations and Disclosures.** Customer and Member County shall comply with all Laws applicable to it as a sponsor of the Services or as otherwise consistent with its obligations under this Agreement.

d. **Additional Participant Discounts.** Caremark may provide a program that will provide Participants with additional manufacturer discounts on certain drugs at the point of sale. From time to time, Caremark may revise the list of drugs that have additional participant discounts. The current list of drugs on which Participants may receive additional discounts is available upon request. Caremark will timely notify Member County and Customer of any revisions to this list of drugs.

1.9 **Management Reports.** Caremark will provide Member County and Customer with Caremark's standard management reports in connection with the Services, which reports may change from time to time at Caremark's discretion. Member County and Customer may elect to receive a reasonable number of the standard management reports made available by Caremark.

1.10 Mail Service Program. Caremark may provide to Member County mail order pharmacy services through its mail order pharmacy facilities. For the duration of this Agreement, Member County agrees that it will offer only Caremark mail order pharmacy services for its Participants covered under this Agreement, as further described below.

Caremark shall fill prescriptions for Participants and shall mail such drugs or medications to such Participants subject to the following terms and conditions:

a. **Distribution of Information.** Caremark shall provide Participants with its standard informational material explaining the mail service and the forms necessary for Participants to utilize mail service. Participants will have toll-free telephone access to a pharmacist and customer service representative. Access to a pharmacist will be available 24 hours per day, seven days per week.

b. **Delivery and Dispensing.** Caremark shall dispense through its mail service pharmacy new or refill prescription orders upon receipt from a Participant of (i) a valid prescription order or a completed refill order form and (ii) the applicable payment. Caremark shall cause the filled prescriptions to be mailed to each Participant via common carrier at the address appearing on the face of the prescription so long as such addresses are in the United States. Caremark shall not be liable to Member County, Customer or Participant for any delay in delivery resulting from circumstances beyond Caremark's control as set forth in Section 6.2.

Caremark's mail order pharmacies may dispense drugs even if the prescription is not accompanied by the correct amount however, Member County and Customer acknowledge and agree that Caremark may refuse to fill any prescription that is either not accompanied by the correct amount and/or for any Participant who has an unpaid balance with Caremark.

1.11 Preferred Drug Program. Caremark and the retail Participating Pharmacies will work together to encourage the use of Preferred Drugs by (i) identifying appropriate opportunities for converting a prescription from a non-Preferred Drug to a Preferred Drug, and (ii) contacting the Participant and the prescriber to request that the prescription be changed to the Preferred Drug. A Preferred Drug is one on the Performance Drug List, which has been developed by Caremark as a clinically appropriate and economically advantageous subset of the Caremark Formulary, as revised by Caremark from time to time.

1.12 Specialty Pharmacy. Caremark's specialty pharmacy service will be provided by a Caremark specialty pharmacy entity or its affiliate ("Caremark SpecialtyRx"), and offers a distribution channel for certain pharmaceutical products that are generally biotechnological in nature, are given by injection, or otherwise require special handling ("Specialty Medications").

Caremark SpecialtyRx shall provide prescription fulfillment and distribution of Specialty Medications and supplies, pharmaceutical care management services, as well as the types of Service that Member County receives under this Agreement, including but not limited to customer services, utilization and clinical management, integrated reporting and Claims processing ("SpecialtyRx Services").

Caremark SpecialtyRx may receive prescriptions from Participants through an affiliated Caremark mail facility or directly via the U.S. Mail or commercial carrier at the address specified by Caremark from time to time and may also receive prescriptions from physicians by fax or by U.S. Mail/commercial carrier. In accordance with the Consumer Card Program, Caremark SpecialtyRx shall dispense Covered Items in accordance with those prescriptions and mail the Covered Items to Participants at the designated address, so long as such address is located within the United States. Caremark SpecialtyRx may not dispense drugs to Participants who fail to submit the correct payment with their prescription.

Caremark SpecialtyRx pharmaceutical care management services include but may not be limited to: (1) patient profiling focusing on the appropriateness of Specialty Medication therapy and care and the prevention of drug-drug interactions; (2) patient education materials; and (3) disease management and compliance programs with respect to Specialty Medications. As part of these services, Participants will be asked to participate in various surveys.

Caremark will provide Member County and Customer with a list of the Specialty Medications and their corresponding rates (which may vary from Network Rates) upon request. Routine supplies (needles, syringes, alcohol swabs) in a sufficient quantity will be included at no additional expense.

2. FEES AND PAYMENT.

a. **Fees.** The parties agree that, in lieu of billing Member County a "per Claim" fee for Services, Caremark shall retain 100% of the Rebates as reasonable compensation for the Services. Customer and Member County understand and agree that neither they nor any Participant will share in the Rebate monies collected from Manufacturers by Caremark.

b. **Remedies.** Additional services may be mutually agreed-upon by the parties, and the associated fees for such services, if any, will be identified in Exhibit A as reasonable compensation. In the event any such fees apply and Member County or Customer fails to pay Caremark by the due date any amount owing, Caremark, after making a reasonable effort to collect and upon notice to such Member County or Customer may, in addition to its remedies under this Agreement, at Law or in equity, do any or all of the following: (i) suspend performance of any or all of Caremark's obligations under or in connection with this Agreement with respect to such Member County or Customer, including Caremark's obligation to process Claims or (ii) set off against any amounts payable to such Member County or Customer by any amounts due Caremark from such Member County or Customer.

c. **Pricing Changes.** After the Initial Term of this Agreement, as set forth in Section 7.a, Caremark may change the fees applicable to the Consumer Card Program. Caremark will give Customer sixty days' written notice of any change, and such change will take effect on the first day of the month following the sixty-day notice period. Customer may object to an increase in fees by providing written notice to Caremark at least thirty days before the expiration of the sixty-day notice period. If the parties cannot agree on an appropriate fee, this Agreement will terminate at the end of the sixty-day notice period. If Customer does not timely object, Customer will have no right to terminate this Agreement based on the pricing change.

3. CUSTOMER AND MEMBER COUNTY OBLIGATIONS.

a. **Marketing Materials.** The parties agree to use only those marketing brochures and other advertising materials pertaining to Customer's Consumer Card Program (in any medium, including, but not limited to, written communications, verbal communications and web based marketing) that have been approved by the other. Member County and Customer further agree that they will communicate such requirements to its clients or groups and will ensure that such clients or groups comply with the requirements of this Section 3.a. Caremark may terminate this Agreement immediately in the event Member County or Customer fails to comply with the provisions of this Section 3.a.

Caremark will provide its standard marketing brochures, advertising materials and mail order forms, as applicable, to Member County at no cost. Caremark will work with and support each Member County in marketing the Consumer Card Program at no cost. If the cost associated with providing such materials is determined by Caremark to be unreasonable or excessive, Member County shall pay for the costs of the materials at a rate to be mutually agreed to by the parties in writing. If Member County elects to use customized brochures or advertising materials (in any medium, including but not limited to written communications, verbal communications and web based marketing), Member County will (i) obtain Caremark's approval on such forms, and (ii) pay a reasonable charge, as established by Caremark, for such materials if created or provided by Caremark.

3.2 **Support of Consumer Card Program.** Customer will recommend and support the Consumer Card Program in accordance with the terms of this Agreement.

4. USE OF AND ACCESS TO INFORMATION.

a. **Use of Deidentified Data.** Claims, as well as eligibility information which is deidentified in accordance with HIPAA and other applicable law, and which is not identifiable on a Customer or Plan Participant basis, may be used, disclosed, reproduced, adapted or sold by Caremark. Such deidentified data may be provided to nationally recognized data integration firms to support appropriate administration of Caremark's drug management programs.

This benchmarking data enables Caremark to compare against other drug population sets and improve programs and Services for clients.

b. **Right to Audit Rebates.** Customer, at its sole expense, may audit a reasonable sample of records directly related to Customer's Rebates once in each twelve-month period (following sixty (60) days written notice to Caremark). Such records shall be limited to information necessary for validating the accuracy of the Rebate amounts distributed to Member County by Caremark. The parties agree that an independent third-party auditor agreeable to Customer and Caremark shall conduct such audit, and that such firm will sign a Caremark confidentiality agreement ensuring that all details and terms of all Manufacturer Rebate contracts with Caremark (except the total aggregate amount due to Customer) will be treated as confidential to Caremark and will not be revealed in any manner or form by or to any person or entity. Furthermore, such audit shall be conducted at Caremark's office where such records are located, during normal business hours, without undue interference with business activities, and in accordance with reasonable audit procedures.

5. CONFIDENTIALITY AND INTELLECTUAL PROPERTY.

a. **Confidential and Proprietary Information.** In connection with this Agreement, each party may disclose to the other party certain proprietary or confidential technical and business information, databases, trade secrets, and innovations belonging to the disclosing party ("Confidential Information"), the value of which might be lost if the proprietary nature or confidentiality of such Confidential Information is not maintained. For the purposes of this Section, the contents of this Agreement and of any exhibits, amendments, or addenda attached hereto are deemed Confidential Information. Furthermore, any work, compilation, processes or inventions developed by Caremark, Member County or Customer, or their respective agents, employees or contractors, is deemed Confidential Information of such party under this Agreement. Notwithstanding the foregoing, Confidential Information may be disclosed by Member County in response to a request made pursuant to the Member County's applicable state Public Records Law, insofar as disclosure is required by that Law. Member County shall provide Caremark with (i) notice of its intent to disclose Confidential Information and (ii) an opportunity for Caremark to object to such disclosure in accordance with Law.

b. **Non-Disclosure of Confidential Information.** The parties will not (except to the extent expressly authorized by this Agreement) disclose Confidential Information of any other to anyone outside of Caremark, Member County or Customer, nor will they copy or reproduce any Confidential Information of another unless expressly authorized to do so by such party in writing. Each party will disclose Confidential Information of another only to its employees who have a need to know the Confidential Information in order to accomplish the purpose of this Agreement and who (i) have been informed of the confidential and proprietary nature of the Confidential Information, and (ii) have agreed not to disclose it to others. In order to preserve and protect the confidential or proprietary nature of any Confidential Information and to prevent it from falling into the public domain or into the possession of persons not bound to maintain its confidentiality, each party will handle the Confidential Information of any other party with the same degree of care that it applies with respect to its own information that it considers as confidential and proprietary, but in no event with less than reasonable care.

c. **Exceptions and Permitted Disclosures.** The receiving party of Confidential Information will not be liable for any disclosure or use of Confidential Information which is publicly available or later becomes publicly available other than through a breach of this Agreement, or if the Confidential Information is shown by written documentation to be known to the receiving party on the date of execution of this Agreement, having been received from a source (other than a party to this Agreement) that had the right to disclose the Confidential Information.

d. **Subpoena.** Confidential Information may be disclosed pursuant to a bona fide subpoena if the party receiving the bona fide subpoena has given the other party prompt written notice of receipt of the subpoena so that the other party can object or otherwise intervene as it deems proper.

e. **Return or Destruction of Information.** All Confidential Information will remain the property of the disclosing party, and the receiving party will return all written or tangible materials, and all copies thereof, upon request of the disclosing party. If and to the extent feasible, upon termination of this Agreement, Caremark will destroy or will return to Member County or Customer all PHI obtained pursuant to this Agreement and shall retain no copies thereof; provided however, that if such return or destruction is not reasonably feasible, the provisions of Section 4 of this

Agreement shall continue to apply to such information after the termination hereof.

f. **Proprietary to Caremark.** Member County and Customer acknowledge that the Formulary is proprietary to Caremark. Further, all Caremark databases, as well as the software, hard coding, and logic used to generate the compilations of information contained in Caremark's Claims adjudication system and in all other databases developed by Caremark or its designees in connection with performing Services including identifiers assigned by Caremark, and the format of all reports, printouts, and copies there from, and any prior and future versions thereof by any name, are the property of Caremark and are protected by copyright which shall be owned by Caremark.

g. **Tradenames; Trademarks; and Service Marks.** None of the parties hereto may use any tradenames, trademarks or service marks of another, or any word or symbol likely to be confused with such tradenames, trademarks or service marks, unless authorized in writing or as expressly permitted by this Agreement.

h. **Remedies.** Any unauthorized disclosure or use of Confidential Information would cause Caremark, Member County or Customer immediate and irreparable injury or loss that cannot be adequately compensated with money damages. Accordingly, if any party hereto fails to comply with this Section 5, the other(s) will be entitled to specific performance including immediate issuance of a temporary restraining order or preliminary injunction enforcing this Agreement, and to judgment for damages (including reasonable attorneys' fees) caused by the breach, and to any other remedies provided by Law.

6. **LIMITATION OF LIABILITY; COMPLIANCE WITH LAW.**

a. **Warranty.** This Agreement is not a contract for the sale of goods. Caremark will perform the Services in a good and workmanlike manner in accordance with the customs, practices, and standards of providers skilled in the industry. EXCEPT AS WARRANTED IN THIS SECTION 6.a, CAREMARK DISCLAIMS ALL EXPRESS AND ALL IMPLIED WARRANTIES OF ANY KIND, INCLUDING THE SUITABILITY FOR ANY PARTICULAR PURPOSE OF THE DATA GENERATED THROUGH THE CAREMARK SYSTEM. CAREMARK RELIES ON FIRST DATABANK, MEDI-SPAN, OR INDUSTRY COMPARABLE DATABASES IN PROVIDING CUSTOMER, MEMBER COUNTY AND PARTICIPANTS WITH DRUG UTILIZATION REVIEW SERVICES. CAREMARK HAS UTILIZED DUE DILIGENCE IN COLLECTING AND REPORTING THE INFORMATION CONTAINED IN THE DATABASES AND HAS OBTAINED SUCH INFORMATION FROM SOURCES BELIEVED TO BE RELIABLE. CAREMARK, HOWEVER, DOES NOT WARRANT THE ACCURACY OF REPORTS, ALERTS, CODES, PRICES, OR OTHER DATA CONTAINED IN THE DATABASES. THE CLINICAL INFORMATION CONTAINED IN THE DATABASES AND THE FORMULARY IS INTENDED AS A SUPPLEMENT TO, AND NOT A SUBSTITUTE FOR, THE KNOWLEDGE, EXPERTISE, SKILL, AND JUDGMENT OF PHYSICIANS, PHARMACISTS, OR OTHER HEALTH-CARE PROFESSIONALS INVOLVED IN PARTICIPANT'S CARE. THE ABSENCE OF A WARNING FOR A GIVEN DRUG OR DRUG COMBINATION SHALL NOT BE CONSTRUED TO INDICATE THAT THE DRUG OR DRUG COMBINATION IS SAFE, APPROPRIATE OR EFFECTIVE FOR ANY PARTICIPANT. CAREMARK DOES NOT WARRANT THAT ITS SERVICES WILL BE UNINTERRUPTED OR ERROR FREE.

b. **Force Majeure.** Except for the payment obligations set forth in Section 2 of this Agreement, the parties are excused from performance under this Agreement to the extent that a party is prevented from performing any obligation, in whole or in part, as a result of causes beyond its reasonable control, including, acts of God, war, civil disturbance, court order, governmental intervention, Change in Law, nonperformance by the other party or any third party, failures or fluctuations in electrical power, heat, light, air conditioning, or telecommunications equipment. Any nonperformance under this Section 6.b will not constitute a default or a ground for termination of this Agreement.

c. **Indemnity.** To the extent permitted by applicable Law applicable to Customer and each Member County, Customer and Member County shall indemnify and hold harmless Caremark and its officers, directors, employees, agents, successors, and assigns ("Caremark Indemnitees") for, from and against any damages, costs, or attorney's fees, actually incurred by Caremark or a Caremark Indemnitee, as the result of a third party claim that Customer or Member County, its officers, directors, employees, agents, successors, or assigns acted with negligence, willfully, and/or in violation of applicable standards of care, provided that the Caremark Indemnitee has acted in a manner that is consistent with this Agreement, the Consumer Card Program and applicable standards of care. The foregoing indemnification shall not apply and shall not be enforceable to the extent any applicable Law prohibits a

Member County from providing such indemnification. To the extent permitted by applicable Law, Caremark shall indemnify and hold harmless Member County, Customer and their officers, directors, employees, agents, successors, and assigns (collectively "Customer Indemnitees") for, from and against any damages, costs, or attorney's fees, actually incurred by any Customer Indemnitee, as the result of a third party claim that Caremark, its officers, directors, employees, agents, successors, or assigns acted with negligence, willfully, and/or in violation of applicable standards of care, provided that the Customer Indemnitee has acted in a manner that is consistent with this Agreement, the Consumer Card Program and applicable standards of care. However, nothing in this Agreement is to be construed as a waiver of governmental immunity as offered by the court or state law.

d. **Compliance with Law.** Customer and Member County will comply with all Laws applicable to its prescription drug benefit plan, including without limitation insurance licensing, antitrust, consumer protection, and any other Laws that may apply. Caremark has no responsibility to advise Member County or Customer about the applicability of or compliance with any applicable Law including, without limitation, HIPAA, the Employee Retirement Income Security Act, or the Americans with Disabilities Act.

Caremark will comply with all Laws applicable to it and to the Services it provides under this Agreement. Member County and Customer have no responsibility to advise Caremark regarding its compliance with any applicable Law.

Effective as of September 8, 2005, each party certifies that it shall not violate the federal anti-kickback statute, set forth at 42 U.S.C. § 1320a-7b(b) ("Anti-Kickback Statute"), or the federal "Stark Law," set forth at 42 U.S.C. § 1395nn ("Stark Law"), with respect to the performance of its obligations under this Agreement. Further, Caremark shall ensure that individuals meeting the definition of "Covered Persons" (as such term is defined in the Corporate Integrity Agreement between the Office of Inspector General of the Department of Health and Human Services and AdvancePCS) shall comply with Caremark's Compliance Program, including training related to the Anti-Kickback Statute and the Stark Law. In addition, Caremark's Code of Conduct and policies and procedures on the Anti-Kickback Statute and Stark Law may be accessed at http://www.caremark.com/wps/pwct/v_a.155/3370?cmr=CMS-2-007764.

e. **Change in Law.** The parties will attempt to equitably adjust the terms of this Agreement to take into account any Change in Law or any material change in drug industry practice that materially alters the rights or obligations of either party under this Agreement. If the parties are unable to agree upon an equitable adjustment within sixty days after either party notifies the other of such a Change in Law or material change in drug industry practice, this Agreement will automatically terminate.

f. **Limitations.** In no event shall either party be liable to the other party, nor shall Caremark be liable to any Participant for any indirect, special, or consequential damages or lost profits, arising out of or related to performance of this Agreement or a breach of this Agreement, even if advised of the possibility of such damages or lost profits.

Caremark (and its affiliates, directors, employees, agents, successors or assigns) will not be liable for any claim which is asserted by Member County or Customer more than ninety days after Member County or Customer is or reasonably should have been aware of such claim, and will in no event be liable for any claim which is asserted more than twelve months after the event resulting in damages or loss.

Caremark does not direct or exercise any control over the professional judgment exercised by any pharmacist in dispensing prescriptions or otherwise providing pharmaceutical related services at a Participating Pharmacy. Participating Pharmacies are independent contractors, not subcontractors or agents of Caremark, and Caremark shall have no liability to Member County or Customer for a claim arising out of any act or omission of any Participating Pharmacy or its agents or employees.

Caremark shall be entitled to rely on First Data Bank, Medi-Span or any other nationally available reporting service of pharmaceutical prices selected by Caremark to determine AWP for purposes of establishing the pricing provided to Customer under this Agreement. Customer acknowledges that Caremark does not establish AWP, and Caremark shall have no liability to Customer arising from the use of First DataBank, Medi-Span or any other nationally available reporting service. Customer acknowledges that if the reporting source for determining Customer's AWP should not continue to support AWP, Customer shall cooperate with Caremark to negotiate the pricing hereunder to maintain the parties' respective economic position under this Agreement as of the Effective Date.

7. TERM AND TERMINATION OF AGREEMENT.

a. **Term.** This Agreement is for an initial term of five years from the Effective Date, through December 31, 2016 (the "Initial Term"), and will automatically continue in effect for successive one year terms thereafter, subject to the remaining provisions of this Section.

b. **Termination.** This Agreement may be terminated as follows:

a. By any party, with or without cause, at the end of the Initial Term or any renewal term, by giving written notice to the others at least 60 days prior to the end of such Initial Term or renewal term;

b. Automatically, if the parties are unable to agree on an equitable adjustment under Section 6.e of this Agreement;

c. By any party if another materially defaults in its performance of this Agreement and such default continues without cure for a period of sixty days after the terminating party provides written notice to the defaulting party specifying the nature of the default;

d. By any party, at its option, if any court, or governmental or regulatory agency issues to another party an order or finding of impairment or insolvency, or an order to cease and desist from writing business. The party receiving notice of an order or finding must provide the others written notice within two business days of receipt;

e. By any party if another party: (i) makes an assignment for the benefit of creditors; (ii) has a petition filed (whether voluntary or involuntary) under Title 11 of the United States Code, or any other similar statute now or hereafter in effect; (iii) has a receiver, custodian, conservator, or trustee appointed with respect to all or a substantial part of its property; or (iv) has a proceeding commenced against it which substantially impairs performance hereunder; or

f. By Caremark, immediately on written notice to Member County or Customer, if (i) either fails to comply with the provisions of Section 3.a of this Agreement, or (ii) Caremark determines, in its sole discretion that Member County or Customer's program may not fully comply with all applicable Laws.

7.3 Effect of Termination and Survival.

Sections 4, 5 and 6 of this Agreement, and obligations arising under this Agreement prior to the effective date of any termination, will survive termination.

8. NOTICES.

All notices under this Agreement must be in writing, delivered in person, sent by certified mail, delivered by air courier, or transmitted by facsimile and confirmed in writing (by air courier or certified mail) to a party at the facsimile number and address shown in this Agreement. A party may notify the other party of any changes in the listed address or facsimile number in accordance with the provisions of this Section. All notices are effective upon receipt.

Notices to Caremark must be addressed as follows:

Vice President, Client Contract Services
Caremark Inc.
2211 Sanders Road, NBT9
Northbrook, IL 60062
Fax No.: 847-559-4302

With a copy to:

Managing Counsel, Client and Account Services

Caremark Inc.
2211 Sanders Road, NBT9
Northbrook, IL 60062
Fax No.: 847-559-4879

Notices to Customer must be addressed as follows:

National Association of Counties
25 Massachusetts Avenue, NW
Suite #500
Washington, DC 20001
Attn: Mr. Andrew Goldschmidt, Director, Membership Marketing
Fax No.: (202) 393-2630

9. MISCELLANEOUS.

a. **Entire Agreement; Interpretation; Amendment; Counterparts.** This Agreement (including exhibits, schedules, attachments, or any addendum to this Agreement) constitutes the entire understanding and obligation of the parties with respect to the Services and supersedes any prior agreements, writings, or understandings, whether oral or written. The headings in this Agreement are used only for convenience of reference and do not affect the meaning or interpretation of any provision. The parties may amend this Agreement only through a properly executed writing authorized by both parties. This Agreement may be executed in several counterparts, all of which taken together constitute a single agreement between the parties.

b. **Binding Effect; Assignment.** This Agreement is binding on the parties and their respective successors and permitted assigns. None of the parties may assign this Agreement, in whole or in part, without the prior written consent of the others (which consent will not be unreasonably withheld); except that Caremark may assign this Agreement, in whole or in part, to any entity that controls, is controlled by, or is under common control with Caremark.

c. **Independent Contractor; Third Parties.** The parties to this Agreement are independent contractors, and have no other legal relationship under or in connection with this Agreement. No term or provision of this Agreement is for the benefit of any person who is not a party hereto (including, without limitation, any Participant or broker), and no such party will have any right or cause of action hereunder.

d. **Waivers.** Any failure by a party to comply with any covenant, agreement, or condition herein or in any other agreements or instruments executed and delivered hereunder may be waived in writing by the party in whose favor such obligation or condition runs; except that failure to insist upon strict compliance with any such covenant, agreement, or condition will not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

e. **Severability.** In the event any term or provision of this Agreement is declared to be invalid or illegal for any reason, this Agreement will remain in full force and effect and will be interpreted as though such invalid or illegal provision were not a part of this Agreement. The remaining provisions will be construed to preserve the intent and purpose of this Agreement and the parties will negotiate in good faith to modify any invalidated provisions to preserve each party's anticipated benefits.

f. **Enforcement Costs.** If any party hereto institutes an action or proceeding to enforce any rights arising under this Agreement, the party prevailing in such action or proceeding will be paid all reasonable attorneys' fees and costs to enforce such rights by the other party, such fees and costs to be set by the court, not by a jury, and to be included in the judgment entered in such proceeding.

g. **Authority.** Each party represents and warrants that it has the necessary power and authority to enter into this Agreement and to consummate the transactions contemplated by this Agreement.

h. **Exclusivity.** Member County and Customer hereby grant Caremark during the term of this Agreement, and any renewals hereof, the exclusive right to provide a Consumer Card Program to Member County and Customer. This exclusive right is solely applicable to Participants designated by Member County as eligible for the

Member County's discount consumer card program and shall not affect any other benefits or programs provided to Participants by Member County. Member County and Customer further agree that, during the term of this Agreement and any renewals hereof, it will not negotiate, contract, or agree with any drug manufacturer for the purpose of obtaining Rebates or other discounts related to Participants under this Agreement. Member County and Customer also agree to cancel any existing agreements or contracts with any drug manufacturers related to such drug Rebates or discounts as of the Effective Date of this Agreement. In the event of a breach of this Section by Member County or Customer, Caremark may terminate this Agreement. By entering into this Agreement, Customer does not endorse, and Caremark will not represent Customer's endorsement of any other programs or services which Caremark may offer to a Member County or Participant.

i. **Drug Classification and Pricing.** Caremark shall use the indicators of Medi-Span Master Drug Database (Medi-Span), and their associated files, as updated regularly by Medi-Span, or another nationally available reporting service of pharmaceutical drug information in determining the classification of drugs (e.g. legend vs. over the counter, brand vs. generic, single-source vs. multi-source) for purposes of this Agreement.

j. **Customer-Specific Programming.** Upon request by the Customer for services or changes to Services that require customized programming or systems work, Caremark will estimate the time and cost for completion of such work. If Customer authorizes Caremark to perform such work, it will pay Caremark the cost of performing such work at the established programming rate.

k. **Pricing Assumptions.** In addition to any pricing assumptions set forth in any pricing implementation or similar document that is executed by Customer:

(a) Upon thirty (30) days prior written notice to Customer, Caremark may modify or amend the financial provisions in this Agreement in a manner which accounts for the impact of the events identified below. Such notice will include Caremark's explanation of the manner in which the modification accounts for the impact of the event:

1. Any government imposed or industry wide change that would impede Caremark's ability to provide the pricing described in this Agreement, including any prohibition or restriction on the ability to receive Rebates or discounts for pharmaceutical products; or
2. A change in any of the pricing assumptions set forth in this Agreement, including, Exhibit A.

(b) **Pricing Benchmarks.** The parties acknowledge that the pricing indices historically used by Caremark are the basis for the financial offer of this Agreement and are outside the control of the parties. In the event First DataBank, Medi-Span or other nationally available AWP reporting source discontinues the reporting of AWP or changes the manner in which AWP is calculated prior to the Effective Date, or during the Term, then Caremark reserves the right to modify the pricing terms of this Agreement, to be effective as of the Effective Date or such later effective date of such discontinuation or change, so as to maintain the parties' relative economic positions as existed immediately before the effective date of such discontinuation in reporting or change in the calculation of AWP, as measured across all products on an aggregate basis. Such modifications may include, without limitation, the adjustment of AWP to the methodology relied on by such reporting source prior to such modification of AWP methodology, the adjustment of the AWP discount, or the utilization of alternate pricing benchmarks.

10. **DEFINITIONS.** The following terms and phrases, when capitalized, have the meanings set forth below.

a. "AWP" means the "average wholesale price" for a standard package size of a prescription drug from the most current pricing information provided to Caremark by First DataBank®, Medi-Span Prescription Pricing Guide (with supplements), or following notice to Client, any other nationally available reporting service of pharmaceutical prices as utilized by Caremark as a pricing source for prescription drug pricing. The standard package size applicable to a mail service pharmacy shall mean one hundred (100) units (i.e., pills, tablets, capsules, etc.), unless only a smaller package size is available from the manufacturer, or the actual package size dispensed for liquids and topical treatments. The standard package size applicable to a Participating Pharmacy shall be the actual package size dispensed from a Participating Pharmacy as reported by such Participating Pharmacy to Caremark.

b. "Change in Law" means any (i) change in or adoption of any Law, (ii) change in the judicial or administrative interpretation of any Law, or (iii) change in the enforcement of any Law, occurring after the date Customer is implemented or the Effective Date, whichever is earlier.

c. "Claims(s)" mean those claims processed through the Caremark on-line claims adjudication system or otherwise transmitted or processed in accordance with the terms of this Agreement in connection with the Consumer Card Program.

d. "Covered Items" mean the prescription drug benefits for which Participants are eligible pursuant to Member County's drug benefit plan.

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

f. "Manufacturer" means a pharmaceutical company that has contracted with Caremark (or its affiliate or agent) to offer discounts for pharmaceutical products in connection with Caremark's Formulary Services.

g. "Maximum Allowable Cost (MAC)" means the unit price that has been established by Caremark for a multi-source drug (i.e., a drug with more than two sources) included on the MAC drug list applicable to Customer, which list may be amended from time to time by Caremark in maintaining its generic pricing program. Customer acknowledges that the MAC list applicable to Client is not the same as the MAC list published by the Centers for Medicare and Medicaid Services (formerly known as the Health Care Financing Administration, or "HCFA MAC"). A copy of such MAC drug list shall be provided to Customer prior to execution of this Agreement and thereafter upon Customer's reasonable request.

h. "Participant" means an individual designated by Member County as eligible for Covered Items under the terms of the Consumer Card Program.

i. "Participating Pharmacy" means a pharmacy that has agreed to provide certain pharmacy services to Participants in accordance with the terms of its agreement with Caremark. A list of Participating Pharmacies can be accessed via Caremark's Internet website, which is subject to change from time to time.

j. "Rebate(s)" means, for any period, all rebates, reimbursements, or other discounts received under a pharmaceutical manufacturer's discount program with respect to pharmaceutical products dispensed to a Participant under the Consumer Card Program for such period.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers or agents as of the date first above written.

NATIONAL ASSOCIATION OF COUNTIES

By: *J.S. Nash*

Title: *Exec. Dir.*

Date: *12-20-11*

CAREMARKPCS HEALTH, L.L.C.

By: *William Brown*

Title: *SVP Underwriting*

Date: *1-5-12*

EXHIBIT A

**National Association of Counties
Effective January 1, 2012.**

Subject to the terms and conditions of this Agreement, Program Participants utilizing the Program shall receive from the Participating Pharmacies the discounts set forth below. Customer Specific Programming or additional services not identified herein will be quoted upon Customer request.

Program Participants will receive an average 22% discount on their prescription drug transactions when prescriptions are purchased at a Participating retail pharmacy, a Caremark Mail or a Caremark SpecialtyRx pharmacy as compared to the pharmacy's aggregate usual and customary price (the cash paying customer price). Program Participants will not pay more for a prescription drug transaction by using the Program. There will be prescription drug transactions under this program that will be priced at the pharmacy's usual and customary price when that price is equal to or more favorable to their contractual discount rate with Caremark.

Prices may vary in certain areas for reasons such as local legal requirements, geographic location, specialized manufacturer processes, limited availability, extraordinary shipping requirements or other factors beyond Caremark's control. Participating Pharmacies shall collect from the Program Participant all applicable taxes for covered items, and Caremark is not liable for the payment of applicable taxes. Caremark does not guarantee Participant savings; the estimate set forth above is based upon anticipated pharmacy network performance. All claims may be aggregated for purposes of determining the actual average discount rate. Actual discount rates may vary by drug, Participating Pharmacy, Caremark Mail Pharmacy and Caremark SpecialtyRx Pharmacy. Certain retail, mail, and Specialty claims may be excluded from these rates, including but not limited to Claims for select injectable drugs and select oral drugs that are bio-technical in nature, compound drugs, and those requiring special handling.

**EXHIBIT B
CAREMARKPCS HEALTH, L.L.C.
NATIONAL ASSOCIATION OF COUNTIES
MANAGED PHARMACY BENEFIT SERVICES AGREEMENT
FOR MEMBER COUNTY**

This Managed Pharmacy Benefit Services Agreement for Member County effective _____ is entered into by and between CaremarkPCS Health, L.L.C. ("Caremark") and _____ ("Member County"). Reference is hereby made to the Managed Pharmacy Benefit Services Agreement Consumer Card Program dated as of January 1, 2012 (the "Agreement") among National Association of Counties ("Customer"), Member County, and Caremark under which Customer has engaged Caremark to provide services to prescription drug plans for Customer and its Member Counties ("Services").

MEMBER COUNTY does hereby agree to be bound by, and to assume and perform, each and all of the terms, covenants and conditions of the Agreement as Member County (as defined in the Agreement) in the same manner and to the same extent as if it were a party thereto. Member County acknowledges and agrees that Customer and Caremark may amend all or any portion of the Agreement, and Member County hereby agrees to be bound by any such amendment, except with respect to Term. The Term of Services for Member County shall begin on the effective date above and, so long as the Agreement is in effect, shall continue for a period of three years ("Initial Member County Term"). The Term of Service shall thereafter automatically renew, so long as the Agreement is in effect, for successive one-year terms, unless Member County notifies Caremark and Customer of Member County's intent not to renew at least sixty (60) days prior to the end of the Initial Member County Term, or any renewal Term.

Customer shall give Member County reasonable notice prior to the effective date of any non-Term amendment between Customer and Caremark. If such non-Term amendment is adverse to Member County or its Participants, Member County may, within ninety (90) days of receiving such notice from Customer, terminate its participation in the Agreement by giving prior written notice to Customer and Caremark.

Customer and Caremark, by their signatures hereto, accept and agree to Member County's participation with the Agreement under the terms and conditions of the Agreement. By signing this Managed Pharmacy Benefit Services Agreement for Member County, Member County acknowledges and agrees that the terms of the Agreement have been completely read, fully understood and voluntarily accepted and further agrees to be bound thereby.

NATIONAL ASSOCIATION OF COUNTIES

CAREMARKPCS HEALTH, L.L.C.

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

MEMBER COUNTY:

[County Name]

By: _____

Title: _____

Date: _____

RIDER 1

With respect to _____ County's participation in the Consumer Card Program, the Parties intend and agree to revise the terms of the Agreement as follows:

1 The following is added as a new Section 1.8.e of the Agreement:

Marketing Reimbursement Fee. As consideration for the Consumer Card Program information that Member County provides to County residents, Caremark shall pay to Member County a Marketing Reimbursement Fee of one dollar (\$1.00) for each retail Claim processed by Caremark during the term of this Agreement on which a transaction fee is collected by the Participating Pharmacy. If the Member County Agreement is signed by all parties between the first and fifteenth days of the month, then the effective date for the Member County to begin receiving Marketing Reimbursement Fees is the first day of the month following the signing date. If the Member County Agreement is signed by all parties between the sixteenth and last days of any month, then the effective date for the Member County to begin receiving Marketing Reimbursement Fees is no later than the first day of the second month following the signing date. In either instance, the first Marketing Reimbursement Fee payment to Member County is due and payable no later than 60 days following the end of the first calendar quarter following the effective date. Marketing Reimbursement Fee checks shall be accompanied by a summary report prepared by Caremark setting forth the calculation of the Marketing Reimbursement Fees. It is the intention of the Parties that this fee shall constitute and shall be treated by Member County as a fair market value payment for specified marketing services.

Accepted and Agreed:

MEMBER COUNTY:

[County Name]

By: _____

Title: _____

Date: _____

CAREMARKPCS HEALTH, L.L.C.
SECOND AMENDMENT TO
MANAGED PHARMACY BENEFIT SERVICES AGREEMENT
CONSUMER CARD PROGRAM

THIS SECOND AMENDMENT TO AMENDED AND RESTATED AGREEMENT (the "Amendment") is effective beginning November 1, 2014 (the "Effective Date") among National Association of Counties ("Customer"), counties that are members of the National Association of Counties ("Member County") and CaremarkPCS Health, L.L.C., ("Caremark"), for the purpose of delineating the terms and conditions under which Caremark will provide certain managed pharmacy benefit services to Member County and Customer.

WHEREAS, the parties entered into the Agreement for the provision of Consumer Card Program services by Caremark to Customer with respect to Customer's Consumer Card plan; and


WHEREAS, the parties desire to amend the Agreement to describe and clarify certain services to be provided by Caremark;

NOW, THEREFORE, for good and valuable consideration the parties agree to amend the Agreement as follows:


1. The term of the Agreement, as amended, shall continue for a successive two (2) year term beginning on November 1, 2016 and expiring on December 31, 2018, subject to remaining provisions of Section 7 of the Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers or agents as of the date first above written.

NATIONAL ASSOCIATION OF COUNTIES

By: 
Its: Executive Director
Title: Executive Director
Date: 9-24-14

CAREMARKPCS HEALTH, L.L.C.

By: 
Its: VP Consumer Programs
Title: VP Consumer Programs
Date: 10/22/2014