

**KENDALL COUNTY BOARD AGENDA
ADJOURNED JUNE MEETING**

**Kendall County Office Building, Rooms 209 & 210
Tuesday, July 5, 2016 at 6:00 p.m.**

1. Call to Order
2. Roll Call
3. Determination of a Quorum
4. Approval of Previous Month's Minutes
5. Approval of Agenda
6. Correspondence and Communications – County Clerk
7. Special Recognition
8. Citizens to Be Heard
9. New Business
10. Old Business
11. Standing Committee Reports
 - A. Public Safety
 - B. Administration/HR
 1. Recommend Resolution Authorizing Application for Section 5310 Grant Agreement under the Regional Transportation Authority's General Authority to Make Such Grants
 - C. Highway
 1. Approve Fox Road Bridge Posting
 - D. Economic Development
 1. Approve Revolving Fund Loan Application process including \$500 deposit fee for application
 2. Approve appointment of Andrez Beltran to the Oswego TIF Joint Review Board
 - E. Finance Committee
 1. Approve claims in an amount not to exceed \$780,037.79 and Grand Juror Claims in an amount not to exceed \$ 650.00
 2. Approve FY2017 Budget Parameters/Guideline
 - F. Judicial/Legislative
 - G. Animal Control
 - H. Health and Environment
 1. Approval of the NACO Prescription Program Waiver
 - I. Standing Committee Minutes Approval
12. Special Committee Reports
 - A. Kencom Executive Board
 - B. Housing Authority
 - C. Historic Preservation
 - D. UCCI
13. Chairman's Report

Appointments

Michele R Evans – 708 Mental Health Board – 4 year term – Expires July 2020

Announcements

14. Executive Session
15. Other Business
16. Citizens to be Heard
17. Questions from the Press
18. Adjournment

**KENDALL COUNTY BOARD
SPECIAL MEETING
June 2, 2016**

STATE OF ILLINOIS)
) SS
COUNTY OF KENDALL)

The Kendall County Board Meeting was held at the Kendall County Office Building, Room 209, in the City of Yorkville on Thursday, June 2, 2016 at 5:50 p.m. The Clerk called the roll. Members present: Chairman John Shaw, Bob Davidson, Elizabeth Flowers, Judy Gilmour, Scott Gryder, Dan Koukol, Matthew Prochaska, and John Purcell.

The Clerk reported to the Chairman that a quorum was present to conduct business.

THE AGENDA

Chairman Shaw added Public Comment after item 7.

Member Davidson moved to approve the amended agenda. Member Flowers seconded the motion. Chairman Shaw asked for a voice vote on the motion. All members present voting aye. **Motion carried.**

Security Upgrades

Member Davidson moved to approve the scope and project budget for security upgrades for the Courthouse and Public Safety Center to be put out to bid. Member Prochaska seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

County Board Compensation

Member Davidson made a motion to approve the resolution to establish the compensation, mileage reimbursement and health benefits for County Board members elected to a term beginning December 1, 2016 and ending November 30, 2020. Member Shaw seconded the motion. Chairman Shaw asked for a roll call vote on the motion. Members voting aye include Shaw. Members voting nay include Davidson, Flowers, Gilmour, Gryder, Koukol, Prochaska, and Purcell. **Motion failed 1-7.**

PUBLIC COMMENT

Todd Milliron stated that the board could send a sign to employees and lead by example by contributing more to their health insurance.

Lee Hoffer said that this is an opportunity for the board to increase the amount that they contribute to insurance. Mr. Hoffer said that maybe the board could consider the amount they get paid per meeting.

ADJOURNMENT

Member Gryder moved to adjourn the County Board Meeting until the next scheduled meeting. Member Prochaska seconded the motion. Vice Chairman Gryder asked for a voice vote on the motion. All members present voting aye. **Motion carried.**

Approved and submitted this 7th day of June, 2016.

Respectfully submitted by,
Debbie Gillette
Kendall County Clerk

**KENDALL COUNTY BOARD
ADJOURNED SEPTEMBER MEETING
June 7, 2016**

STATE OF ILLINOIS)
) SS
COUNTY OF KENDALL)

The Kendall County Board Meeting was held at the Kendall County Office Building, Room 209, in the City of Yorkville on Tuesday, June 7, 2016 at 7:20 p.m. The Clerk called the roll. Members present: Chairman John Shaw, Lynn Cullick, Bob Davidson, Elizabeth Flowers, Judy Gilmour, Scott Gryder, Dan Koukol, John Purcell and Jeff Wehrli.

The Clerk reported to the Chairman that a quorum was present to conduct business.

THE MINUTES

Member Gilmour moved to approve the submitted minutes from the Adjourned County Board Meeting of 5/3/16. Member Flowers seconded the motion. Chairman Shaw asked for a voice vote on the motion. All members present voting aye. Motion carried.

THE AGENDA

Member Cullick moved to approve the agenda. Member Flowers seconded the motion. Chairman Shaw asked for a voice vote on the motion. All members present voting aye. Motion carried.

CITIZENS TO BE HEARD

Steve Drumm asked if the board liked his baked goods and stated that he will have his own line of pies by Freeman Sports.

OLD BUSINESS

State's Attorney Eric Weis stated that they still had an issue with the sleeping arbitrator bill; does the board want to pay the bill or not. Sheriff Baird conveyed that the arbitrator wanted the board to know that he was not sleeping on the second day. The consensus of the board is to not pay it.

STANDING COMMITTEE REPORTS

Planning, Building & Zoning

Member Gryder said that they have a meeting on June 13, 2016.

Public Safety

Member Gryder said that they have a meeting on June 13, 2016.

Administration/HR

Member Cullick said that they have a meeting on June 9, 2016.

Highway

Amended Local Agency Agreement

Member Koukol moved to approve the amended Local Agency Agreement for Eldamain Road from Galena Road to Menards. Member Gryder seconded the motion.

Members had questions as to what was being amended.

Member Koukol withdrew his motion. Member Gryder withdrew his second.

Facilities

CPU Contract

Member Davidson moved to approve the failover CPU contract with Sound Inc in the amount of \$6,254.57 to be paid from line #040-2-000-6650. Member Shaw seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

A complete copy of IGAM 16-26 is available in the Office of the County Clerk.

Economic Development

Member Koukol announced the upcoming job fair at Waubensee Community College.

Finance

CLAIMS

Member Purcell moved to approve the claims submitted in the amount of \$1,790,923, Petit Juror Claims in an amount not to exceed \$1,325.00 and Grand Juror Claims in an amount not to exceed \$700.00. Member Gryder seconded the motion.

COMBINED CLAIMS: FCLT MGMT \$53,934.45, B&Z \$1,781.32, CO CLK & RCDR \$1,440.85, ELECTION \$7,381.44, ED SRV REG \$657.60, SHRFF \$4,044.76, CRRCTNS \$9,101.14, EMA \$337.10, CRCT CT CLK \$193.17, JURY COMM \$2,037.82, CRCT CT JDG \$7,063.76, CRNR \$1,377.79, CMB CRT SRV \$5,958.76, PUB DFNDR \$1,041.68, ST ATTY \$2,393.22, CO TRSR \$1,470.30, UNEMPLY CMP \$8,223.00, EMPLY HLTH INS \$355,472.55, OFF OF ADMN SRV \$2,728.29, CO BRD \$30.50, TECH SRV \$4,733.93, CAP IMPRV FND \$7,060.72, LIABIL INS EXPS \$2,849.21, CO HWY \$2,759.72, CO BRDG \$2,814.00, TRNSPRT SALES TX \$33,224.41, HLTH & HMN SRV \$81,119.46, FRST PRSRV \$129.64, ELLIS HS \$532.00, ELLIS BRN \$76.12, ELLIS GRNDS \$60.59, ELLIS RDNG LSSNS \$446.24, ELLIS WDDNGS \$100.00, HOOVER \$1,522.51, ENV ED NTRL BEGINNINGS \$34.30, ENV ED OTHR PUB PRGMS \$62.72, ENV ED LWS OF NTR \$60.70, ENV ED OTHER \$1,000.00, GRNDS & NTRL RSRCS \$2,591.28, FP DBT SRV \$38,625.00, ANML CNTRL \$552.82, RCDR DOC STRG \$197.35, HIDTA \$30,666.93, CO CMSRY FND \$2,427.54, CRT SEC FND \$98.55, LAW LBRY \$6,870.05, JUV JSTC CNCL \$1,863.26, PRBTN SRV EXP FND \$8,399.48, GIS \$14,202.00, TX SALE AUTO EXP \$4,108.96, KAT \$22,342.73, ENG/CNSLTNG ESCRW \$2,421.77, EMPLY BNFT PRGM \$1,552.40, PUB SFTY EXP \$7,576.50, ANML POP CONT \$340.00, VAC \$3,351.76, SHRFF VHCL FND \$19,525.00, FP BND PRCDS '07 \$169.00, FP DBT SRV '07 \$1,019,810.00

Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

Judicial/Legislative

Removal of Stop Sign at IL126 and Old Ridge Road

Member Wehrli moved to have the resolution requesting that the Illinois Department of Transportation remove the stop sign at IL-126 and Old Ridge Road referred back to the Highway Committee. Member Gryder seconded the motion.

Resolution Opposing HB 5619

Member Davidson moved to approve the resolution opposing HB 5619 (Juvenile Court Hearing). Member Shaw seconded the motion.

Members discussed the fact that this would be hard to implement as well as costly.

Chairman Shaw asked for a roll call vote on the motion. All members present voting aye except Flowers who voted nay. **Motion carried 8-1.**

RESOLUTION 16-19

A RESOLUTION OPPOSING HOUSE BILL 5619

WHEREAS, House Bill 5619 seeks to make the timeframe for juvenile detention review within 24 hours, 7 days a week, including weekends and holidays; and

WHEREAS, the cost of this proposed legislation for a county like Kendall will include substantial overtime for Deputy Circuit Clerks, Sheriff Deputies, Court Security Officers, and Court Services/Probation Officers; with additional hours for States Attorneys, Public Defenders, and Judges; and

WHEREAS, Juveniles that are required to be held in a detention center will spend a considerable amount of time in the backseat of a sheriffs' vehicle, having to be removed to a detention center after six hours in the county jail, only to be brought back within 18 hours to comply with this new requirement; and

WHEREAS, HB 5619 runs contrary to evidenced-based practices, which examines each case individually and detention decisions are based on severity of the case, prior contact with the juvenile justice system, and the safety of the family or public; and

WHEREAS, while we understand that the intent of the bill is to ensure all juveniles get released from detention as soon as possible, we also need to be mindful of unforeseen financial obligations it may place on taxpayers; and

NOW, THEREFORE, BE IT RESOLVED BY THE KENDALL COUNTY BOARD, that we consider HB 5619 to be an unfunded mandate, and ask HB 5619 be defeated or amended to address our fiscal and human concerns of this legislation; and

BE IT FURTHER RESOLVED that the County Board directs the County Administrator to transmit suitable copies of this Resolution to the Governor of the State of Illinois, Speaker and Minority Leader of the Illinois House of Representatives, to the President and Minority Leader of the Illinois Senate, to all members of the General Assembly representing any portion of Kendall County.

Approved and adopted this 7th day of June, 2016 at Yorkville, Illinois.

John A. Shaw, Chairman
Kendall County Board

ATTEST: Debbie Gillette, County Clerk

Resolution Opposing SB 386

Member Davidson moved to approve the resolution opposing SB 386 (Board of Health Authority). Member Gryder seconded the motion.

Members discussed what was being presented in the bill.

Chairman Shaw asked for a roll call vote on the motion. Members voting aye include Davidson, Gryder, Koukol, Purcell and Shaw. Members voting nay include Cullick, Flowers, Gilmour and Wehrli who voted nay. **Motion carried 5-4.**

RESOLUTION 16-20

A RESOLUTION OPPOSING SENATE BILL 386

WHEREAS, Senate Bill 386 was amended to include language which broadens the authority of the Board of Health and restricts the County Board from controlling certain expenses; and

WHEREAS, Boards of Health are recognized as county departments, Attorney General Opinions and case law alike could not make that point more clear, expanding this authority for one department of the county to contract unilaterally is "fiscally worrisome" ; and

WHEREAS, Senate Bill 386 would broaden the authority of the Board of Health, County Boards are empowered to provide all of the items and contract for all of the services, because expenses of the health offices are paid for by the counties from the County Treasury, it makes little sense to restrict the authority of a County Board to control those expenses; and

WHEREAS, Senate Bill 386 sets a dangerous precedent by allowing non-elected officials to draw from the county treasury and enter into contracts without oversight or potentially compliance with public sector bidding requirements; and

WHEREAS, Senate Bill 386 would directly contradict the *Pucinski* decision of the Illinois Supreme Court which found that other county departments, specifically the Circuit Clerk, did not have authority to draw from the County Treasury funds for items as Senate Bill 386 would allow the health department to do; and

NOW, THEREFORE, BE IT RESOLVED BY THE KENDALL COUNTY BOARD that members of Boards of Health are not elected officials, they are appointed officials, expanding their authority to demand expenditures from the County Treasury to anything but health related matters makes little sense in this time of limited funding sources and when the citizens' appetite to reduce units of government is at an all time high, we ask that Senate Bill 386 be defeated; and

BE IT FURTHER RESOLVED that the County Board directs the County Administrator to transmit suitable copies of this Resolution to the Governor of the State of Illinois, Speaker and Minority Leader of the Illinois House of Representatives, to the President and Minority Leader of the Illinois Senate, to all members of the General Assembly representing any portion of Kendall County.

Approved and adopted this 7th day of June, 2016 at Yorkville, Illinois.

John A. Shaw, Chairman
Kendall County Board

ATTEST: Debbie Gillette, County Clerk

Animal Control

Full-time Kennel Manager / Animal Control Officer Posting and Job Description

Member Wehrli moved to approve the full-time Kennel Manager / Animal Control Officer posting and job description. Member Flowers seconded the motion.

Members discussed the need for additional staff.

Chairman Shaw asked for a roll call vote on the motion. All members present voting aye except Davidson and Koukol who voted nay. **Motion carried 7-2.**

Health and Environment

Member Gilmour reviewed the minutes in the packet from the May 16, 2016 meeting.

Committee of the Whole

Minutes are in the packet from the Special meeting held on June 2, 2016.

STANDING COMMITTEE MINUTES APPROVAL

Member Koukol moved to approve all of the Standing Committee Minutes and Reports. Member Flowers seconded the motion. Chairman Shaw asked for a voice vote on the motion. All members present voting aye. **Motion carried.**

SPECIAL COMMITTEE REPORTS

Kencom Executive Board

Member Gilmour stated that the met on May 26, 2016; next Executive Board meeting is on June 23, 2016.

Housing Authority

No report.

Historic Preservation

Member Wehrli stated that the next meeting is on June 15, 2016.

UCCI

Member Cullick said that they had discussions on the State budget, they had a presentation by the State Treasurer's Office on the County's duties to report to them, and they had a review of proposed bills. They received a copy of the salary review; the results are also available online.

CHAIRMAN'S REPORT

No report.

QUESTIONS FROM THE PRESS

Jim Wyman from WSPY asked what the sleeping arbitrator's name is and what was being arbitrated.

EXECUTIVE SESSION

Member Davidson made a motion to go into Executive Session for (1) the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body or legal counsel for the public body, including hearing testimony on a complaint lodged against an employee of the public body or against legal counsel for the public body to determine its validity and (2) collective negotiating matters between the public body and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees. Member Cullick seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

ADJOURNMENT

Member Flowers moved to adjourn the County Board Meeting until the next scheduled meeting. Member Cullick seconded the motion. Chairman Shaw asked for a voice vote on the motion. All members present voting aye. **Motion carried.**

Approved and submitted this 9th day of June, 2016.

Respectfully submitted by,
Debbie Gillette
Kendall County Clerk

COUNTY OF KENDALL, ILLINOIS
ADMINISTRATION HUMAN RESOURCES COMMITTEE
Meeting Minutes
Thursday, June 28, 2016

CALL TO ORDER

The meeting was called to order by Admin HR Committee Chair Lynn Cullick at 5:36p.m.

ROLL CALL

Committee Members Present: Lynn Cullick – here, Judy Gilmour – here

Chair Cullick appointed County Board Member Prochaska to serve on the committee for tonight's meeting to establish a quorum to conduct business.

Committee Members Absent: Dan Koukol, John Purcell, John Shaw

Others present: Scott Koeppel, Jim Pajauskas, Jeff Wilkins

APPROVAL OF AGENDA: Member Prochaska made a motion to approve the agenda with the change to move Item 6C before Item 6A, second by Member Gilmour. **With all in agreement, the motion carried.**

APPROVAL OF MINUTES: Member Prochaska made a motion to approve the June 9, 2016 meeting minutes, second by Member Cullick. **With all in agreement, the motion carried.**

NEW BUSINESS - None

OLD BUSINESS

- *Recommend Resolution Authorizing Application for FY2015 Section 5310 Grant Agreement under the Regional Transportation Authority's General Authority to Make Such Grants* – Jeff Wilkins briefed the committee on the resolution, and said the County has applied to the 5310 in the past, and explained that these dollars are gear-marked to assist the seniors and disabled in the County.

Mike Neuenkirchen, Kendall Area Transit Director, explained that these funds are coupled with public transportation dollars to enable the continuous and possible expansion of the program. Mr. Neuenkirchen said that RTA is the administrator of the funds.

Jeff Wilkins asked Mr. Neuenkirchen to check the dates listed on the resolution and to make changes if necessary prior to the resolution going to the County Board for approval.

Member Gilmour made a motion to forward the *Resolution Authorizing Application for FY2015 Section 5310 Grant Agreement under the Regional Transportation Authority's General Authority to Make Such Grants* to the County Board for approval, second by Member Prochaska. **With all in agreement, the motion carried.**

- *Discussion on Email Access for Non-County Employees* – Scott Koeppel provided a list of non-County employees that utilize the County email system, including Emergency Management, Sheriff's Auxiliary, Township Assessors, CASA, Kendall Area Transit, Forest Preserve, KenCom, Merit Commission and Veteran's Assistance Commission. Discussion on inter-governmental agreements with these groups. Member Prochaska made a motion to forward the item to the Committee of the Whole for further discussion, second by Member Gilmour. **With three members in agreement, the motion carried.**
- *Recommend Approval of Job Descriptions* – Jeff Wilkins briefed the committee on the twenty-one proposed job descriptions for Animal Control, Administrative Services, Facilities Management, GIS/Mapping, Planning, Building and Zoning, and Technology.

Scott Koeppel stated that the GIS System Specialist – Senior position was provided in error, and that he would provide the GIS Analyst job description for the committee and State's Attorney's Office to review.

There was consensus by the committee to forward all descriptions to the State's Attorney's Office for review, and that they will also review the job descriptions to discuss at a future meeting.

ITEMS FOR COMMITTEE OF THE WHOLE

- *Discussion on Email Access for Non-County Employees*

ACTION ITEMS FOR COUNTY BOARD

- *Recommend Resolution Authorizing Application for FY2015 Section 5310 Grant Agreement under the Regional Transportation Authority's General Authority to Make Such Grants*

PUBLIC COMMENT – None

EXECUTIVE SESSION – Member Gilmour made a motion to enter into Executive Session for the purpose of 5 ILCS 120/2 (c)(1), the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body or legal counsel for the public body, including hearing testimony on a complaint lodged against an employee of the public body or against legal counsel for the public body to determine its validity, and 5ILCS 120/2 9c (2), collective negotiating matters between the public body and its employees or their

representatives, or deliberations concerning salary schedules for one or more classes of employees, second by Member Prochaska.

Roll Call Vote: Member Cullick - yes, Member Gilmour - yes, Member Prochaska - yes. **With three members in attendance voting aye, the committee entered into Executive Session at 6:15p.m.**

Member Prochaska made a motion to return to Open Session, second by Member Gilmour. **With all in agreement, the committee returned to Open Session at 6:53p.m.**

ADJOURNMENT – Member Prochaska moved to adjourn the meeting at 6:54p.m., Member Gilmour seconded the motion. **The motion was unanimously approved by a voice vote.**

Respectfully Submitted,

Valarie McClain
Administrative Assistant/Recording Secretary

**RESOLUTION AUTHORIZING APPLICATION FOR FINANCIAL ASSISTANCE FROM THE REGIONAL
TRANSPORTATION AUTHORITY UNDER SECTION 5310 OF THE FEDERAL TRANSIT
ACT**

WHEREAS, the Regional Transportation Authority (the "Authority"), is authorized make such grants as the designated recipient of the Federal Fiscal Year 2015 Section 5310 program for Northeastern Illinois; and

WHEREAS, the Authority has the power to expend funds for use in connection with Federal Fiscal Year 2015 Section 5310 projects, and

WHEREAS, the Authority has the power to make and execute all contracts and other instruments necessary or convenient to the exercise of its powers, and

WHEREAS, approval for said funds will impose certain financial obligations upon the recipient.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF KENDALL COUNTY:

Section 1. That KENDALL COUNTY finds that the Kendall Area Transit project is consistent with official plans for developing the community.

Section 2. That an application be made to the Regional Transit Authority for a financial assistance grant under Section 5310 for Federal Fiscal Year 2015, for the purpose of off-setting a portion of the Public Transportation Program operating expenses and deficits of KENDALL COUNTY

Section 3. That the County Administrator is hereby authorized and directed to execute and file an application on behalf of KENDALL COUNTY with the Regional Transportation Authority for a Federal Fiscal Year 2015 Section 5310 grant for Kendall Area Transit.

Section 4. That the County Administrator of KENDALL COUNTY is authorized to furnish such additional information as may be required by the Regional Transportation Authority may require in connection with this Federal Fiscal Year 2015 Section 5310 grant application.

Section 5. That the Kendall County Board certifies Kendall County will provide the required local match.

Section 6. That the County Administrator of KENDALL COUNTY is hereby authorized to provide such information and to file such documents as may be required to perform the Agreement and to receive the grant for Federal Fiscal Year 2015.

PRESENTED and ADOPTED by the County Board, this 5th day of July 2016.

Approved:

Attest:

John A. Shaw, County Board Chairman

Debbie Gillette, County Clerk and Recorder



To: All Kendall County Board Members

Cc: Jeff Wilkins, Kendall County Administrator
Andrez Beltran, PCOM, Kendall County
Ellen Rogers, Executive Director, VAC
Paul LaLonde, Asst. Exec. Director, VAC,

From: Mike Neuenkirchen, Program Director, KAT

RE: RTA 5310 Application FFY 2015

The Voluntary Action Center, in conjunction with the Office of the County Administrator, are preparing an application on behalf of the Kendall Area Transit program to secure up to \$388,000.00 in federal operating assistance administered through the Regional Transit Administration (RTA). This grant request is seeking \$194,000 per year for FY 2017 and FY 2018. As part of the process, the RTA requires the board pass a resolution that authorizes the submittal of an application for the project.

This grant, referred to as a Federal 5310 grant, offers transit operators in the RTA region the ability to receive reimbursement for the costs involved in providing transportation for seniors and individuals who are disabled.

Securing these dollars for Kendall Area Transit is crucial at this time. Additional federal funding through the RTA reduces KAT's reliance on State of Illinois funding during this period budget instability. Further, additional revenues from multiple sources allow the KAT program to expand services to those who are most in need in our county.

This grant request is part of VAC's initiative to build additional financial support for KAT so local transit operations will have a more diversified fiscal base. VAC, for example, was recently awarded a grant through the Community Foundation of the Fox River Valley to help fund the procurement of transit planning software. Additionally, VAC is planning outreach initiatives to increase local sponsorships for KAT. In conjunction with local fundraising efforts, Federal dollars through the RTA 5310 grant help us maximize our local funding sources to help increase transit options for the KAT ridership.

If you have any questions regarding this grant application, feel free to contact me with any questions. I can be reached at 630-882-6962 or mneuenkirchen@co.kendall.il.us.

Sincerely,

Michael Neuenkirchen
Program Director
Kendall Area Transit
A Division of The Voluntary Action Center

Kendall Area Transit
109 W. Ridge St., Rm 002
Yorkville, IL 60560

Ph: 630-882-6970
Fax: 630-882-6973

KENDALL COUNTY ECONOMIC DEVELOPMENT

Memorandum

To: Jeff Wilkins, County Administrator
From: Andrez Beltran, Economic Development Coordinator
Subject: RTA 5310 Application
Date: 6/28/16

Summary

The Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Program (hereafter 5310) is a federal program administered by the Regional Transportation Authority (RTA) to help meet the special needs of seniors and individuals with disabilities when public transportation is **insufficient**, inappropriate, or unavailable. Over the past two years Kendall County has been granted \$92,000 per year for the Kendall Area Transit program (KAT). The request for the next two years is \$194,000 per year. No additional local funds are needed.

Background

5310 is a federal program administered by the RTA to help meet the special needs of seniors and individuals with disabilities when public transportation is insufficient, inappropriate, or unavailable. The area covered by the program is the six counties that comprise the RTA, plus the urbanized portions of Kendall County, Sandwich Township (DeKalb County), Somonauk Township (DeKalb County), and Aux Sable Township (Grundy County).

KAT uses 5310 funds on eligible trips in conjunction with the 5311/Downstate Operating Assistance Program (DOAP) to provide more service with the same amount of local match. 5310 provides 50% reimbursement for eligible expenses.

Appropriation

Currently, the RTA has granted \$92,000 per year over federal FY2015 and FY2016 for a total of \$184,000. For federal FY2017 and FY2018, Kendall County is applying for \$194,000 per year for a total of \$388,000.

The increase is due to the raising of federal Disadvantaged Business Enterprise requirement exemption from \$150,000 to \$250,000 of federal transit grants per year. For Kendall County, this would include 5310 and 5311 funds which under the proposed amount would total \$249,578 per year.

Service

Current unduplicated eligible users for the 5310 program are 1,719. With the additional funding, in the first year unduplicated users are expected to grow by nearly 400. In addition, non-eligible users are expected to grow by around 200.

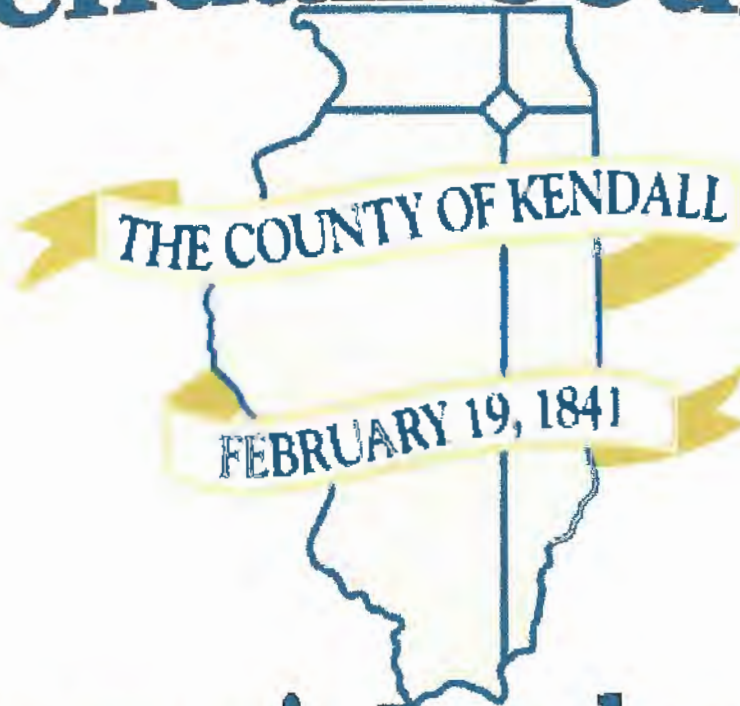
The new revenue stream will also allow local funds to stretch further. Per the Illinois Department of Transportation (IDOT), federal funds are used first on eligible expenses. With the use of 5310 funds, the County's cost for senior and disabled trips is cut in half. With the DOAP funds covering 65% of the remainder, local funds are needed to cover just 17.5% of the expense in comparison to 35% without.

Conclusion

As always, Kendall County is still dedicated to providing the best possible service for its constituents. To that end, we will continue to work with our operator VAC to ensure a high quality product.

REVOLVING FUND PROGRAM PROCESS

Kendall County



Economic Development

County of Kendall
Office of Administration
111 West Fox Street
Room 316
Yorkville IL 60560
Phone: 630.553.4171
Fax: 630.553.4214
kendalledeco.co.kendall.il.us

Foreword

This process can take 60 days as measured from the first approval of the Economic Development Committee. The pre-application work before the first Committee can take a variable amount of time. Due to this, we recommend that applicants budget 90 to 120 days before the funds are needed.

Phase 1: Pre-Application

The first step in the process is to fill out the Pre-Application form. This form is located on the Kendall County website, and is also available in hardcopy from Kendall County Economic Development.

The purpose of the pre-application stage is to assess the viability and suitability of a Revolving Fund (RF) Loan. Credit, collateral, and assets (among others) are assessed to determine viability of the potential loan repayment. In addition, other resources such as small business loans are examined to see if the applicant would be better suited to the applicant's project. The goal of this phase is to find the best funding option for the applicant whether it is a RF Loan or not. The end goal is helping the applicant's project succeed.

At the end of this phase, Kendall County staff will make a recommendation at the next scheduled Economic Development Committee meeting.

Phase 2: 1st Economic Development Committee

This phase starts with the RF Loan placed as an agenda item on the Economic Development Committee meeting. The Economic Development Committee is composed of five County Board members. The applicant(s) are welcomed and encouraged to attend this meeting to give background on themselves, their business, and the project as well as answer any questions the Committee may pose. Staff will present its recommendation and rationale during this time. At the end of the agenda item, the Committee will make a decision on how to proceed with the application.

Phase 3: Full Application

After approval of the Economic Development Committee to move forward, the full application process will be undertaken. Steps in this process include:

1. \$500 non-refundable deposit (applied to closing costs)
2. Full application
3. Title search (if necessary)
4. UCC-1 search (if necessary)
5. Affidavits of Identity (if necessary);
6. Other Documents as requested

Following the submission and review of all necessary documents, staff will make a recommendation of amount, interest, and term. This will be placed on the next scheduled Economic Development Committee meeting.

Phase 4: 2nd Economic Development Committee

At the second Economic Development Committee meeting staff will present their recommendation. Once again, applicant(s) are encouraged to be there to answer any questions that the Committee may have.

The Committee will discuss approval or rejection of the application as well as final amount, interest, and term. If approved, the Committee will send the item to the full County Board for approval.

Before the item will appear on the County Board agenda, a resolution detailing the loan will be drafted by staff. In addition to that resolution, any additional paperwork including, but not limited to, amortization schedule, mortgages, promissory notes, security agreements, and UCC-1 filings, will be created/submitted. These items will be available for review by applicants as they come available. After these items are finalized they will be included in the agenda item sent to the County Board.

Phase 5: County Board Meeting

At the County Board meeting, the agenda item will be heard by the full County Board. The Economic Development Committee Chair and/or designated staff will speak on the item, and offer the recommendation. The County Board and/or other pertinent parties will discuss the item. Applicant(s) are encouraged to attend to answer any questions posed.

If approved by the County Board, applicant(s) and staff will set up a time for final closing with all necessary parties.

Phase 6: Closing

At the closing, County staff will include an Economic Development representative, a State's Attorney representative, a staff notary, and any pertinent parties from the applicant. At this time any additional closing costs will be due.

Copies of the paperwork will be held by Kendall County Economic Development as well as being filed with the Kendall County Clerk, Kendall County Treasurer, and the Kendall County State's Attorney Offices in addition to the provided copy to the applicant.

After all the paperwork has been filed the Kendall County Treasurer will set up the details of payment after which funds will be disbursed.

Final Payment:

After a loan's final payment is confirmed to be paid in full, Kendall County will release any collateral that is held on the loan. This may take up to two weeks. A letter confirming the loan has been paid in full will be approved by the Economic Development Committee.

CURRENT:

Year	2015
EAV TIF (2015)	7,571,485
2015 % EAV growth vs. 2014	5.63%
Kendall Tax Rate 2016	0.007923
Kendall Taxes 2016	\$ 59,989

EST. 23 YEAR TIF EFFECT:

assumes 2% growth on current properties

assumes Kendall tax rate of 0.007 over 23 years

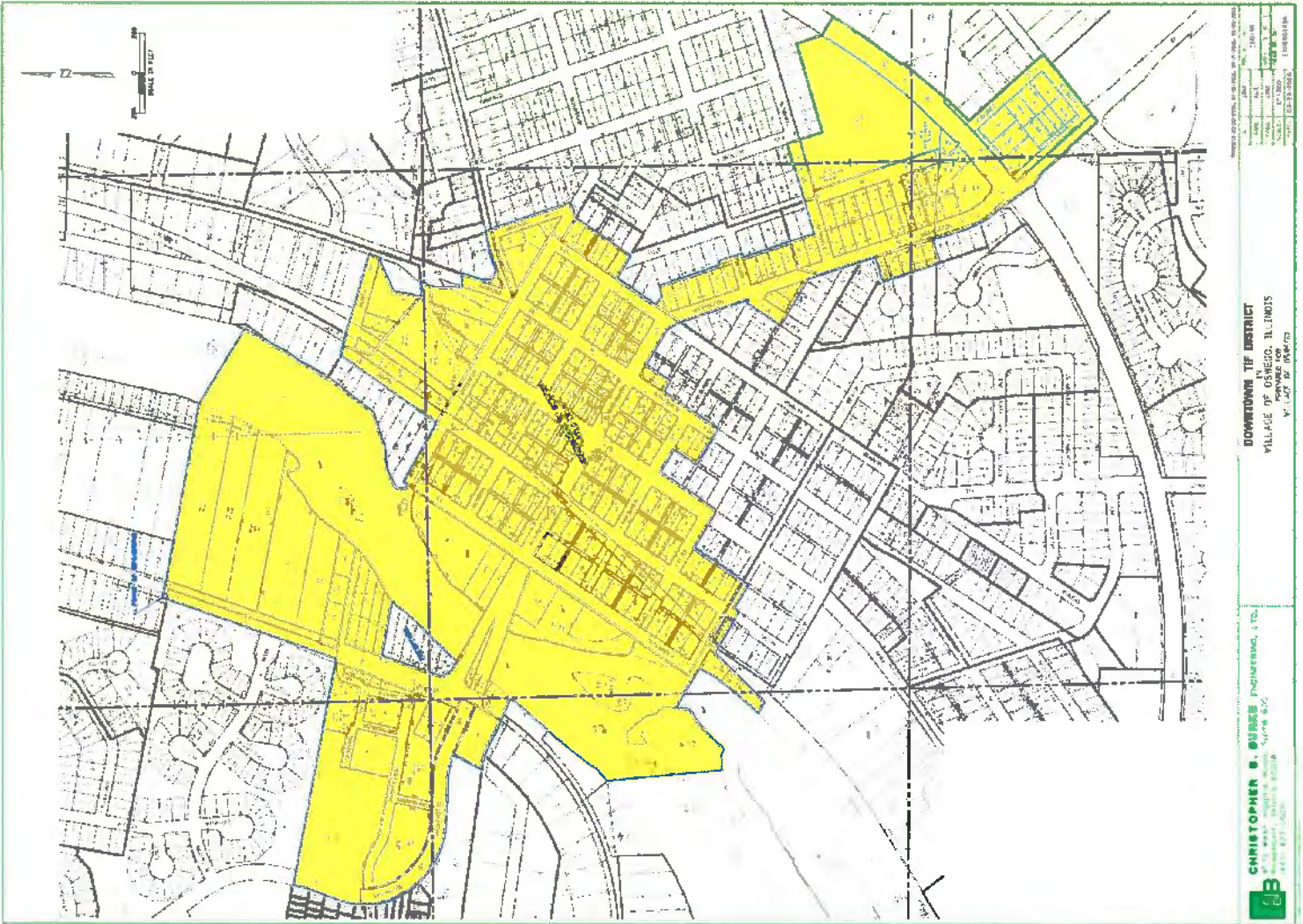
Base TIF EAV Year 2015	\$7,571,485
Est Taxes to Kendall County (base year EAV)	\$ 1,219,009
Est Taxes captured by TIF	\$ 373,549

	SAV at 2% annual nr	Est Taxes at .007 tax rate	Est taxes to TIF	Est Kendall taxes based on .007 tax rate & TIF base SAV \$7,571,485
	2015	7,571,485.00		
	2016	7,722,914.70		
First year of TIF collection	2017	7,877,372.95	55,141.61	1,141.22 \$ 53,000.40
	2018	8,034,920.45	56,244.44	3,144.05 \$ 53,000.40
	2019	8,185,618.88	57,389.33	4,368.94 \$ 53,000.40
	2020	8,359,531.24	58,516.72	5,516.32 \$ 53,000.40
	2021	8,528,721.87	59,697.05	6,686.66 \$ 53,000.40
	2022	8,697,256.30	60,880.79	7,880.40 \$ 53,000.40
	2023	8,871,201.43	61,098.41	9,098.01 \$ 53,000.40
	2024	9,046,625.46	63,340.98	10,390.98 \$ 53,000.40
	2025	9,229,597.87	64,607.39	11,606.79 \$ 53,000.40
	2026	9,414,189.53	65,899.33	12,898.93 \$ 53,000.40
	2027	9,602,473.72	67,217.32	14,216.92 \$ 53,000.40
	2028	9,794,529.20	68,561.65	15,561.27 \$ 53,000.40
	2029	9,990,413.65	69,932.90	16,932.50 \$ 53,000.40
	2030	10,190,221.54	71,331.55	18,331.16 \$ 53,000.40
	2031	10,394,026.97	72,758.18	19,757.79 \$ 53,000.40
	2032	10,601,806.90	74,213.39	21,212.95 \$ 53,000.40
	2033	10,813,548.04	75,697.62	22,697.22 \$ 53,000.40
	2034	11,030,223.84	77,211.57	24,211.17 \$ 53,000.40
	2035	11,250,828.42	78,755.90	25,755.40 \$ 53,000.40
	2036	11,475,344.99	80,330.91	27,330.52 \$ 53,000.40
	2037	11,705,362.89	81,937.53	28,937.14 \$ 53,000.40
	2038	11,939,465.13	83,576.20	30,575.80 \$ 53,000.40
	2039	12,178,258.51	85,247.81	32,247.41 \$ 53,000.40
	TOTAL		1,590,837.74	371,948.68 \$ 1,218,008.08

Joint Review Board Meeting
Proposed Main and Washington TIF District
Village of Oswego
100 Parkers Mill
July 8, 2016, 10:00 a.m.

Meeting Agenda

- I. Call to Order (Village)
- II. Introduction of Representatives
- III. Selection of Public Member
- IV. Selection of Chairperson
- V. Review of Joint Review Board Procedures and Duties
- VI. TIF Plan and TIF Eligibility Criteria - Review
- VII. Review of Draft TIF Ordinances
- VIII. Questions / Comments (Chairperson)
- IX. Consideration of a Resolution Recommending Approval of the Redevelopment Plan and Project for the Village of Oswego Main and Washington Redevelopment Project Area (Chairperson)
- X. Review of Timetable and Next Steps
- XI. Adjournment



CHRISTOPHER B. BURKE ENGINEERS, LTD.
 4111 WEST WASHINGTON STREET, SUITE 200
 OSWEGO, ILLINOIS 60132
 PHONE: 815.233.1200
 FAX: 815.233.1202
 WWW.CBEI.COM

DOWNTOWN TIF DISTRICT
 VILLAGE OF OSWEGO, ILLINOIS
 PREPARED FOR
 V. LOTT BY REPORT

SHEET NO. 2016-01
 DATE: 06/06/2016
 PROJECT: DOWNTOWN TIF DISTRICT

III. Qualification Factors

Summary of Proposed Oswego TIF-Qualifying Factors

Maximum Possible Factors per Statute	Minimum Factors Needed to Qualify per Statute	In addition to “age” - Qualifying Factors Present in Proposed Study Area
13	3 plus age	<p>6</p> <ul style="list-style-type: none"> • Lagging or Declining EAV • Deterioration • Inadequate Utilities • Deleterious Land Use or Layout • Obsolescence • Lack of Community Planning

IV. Key Elements of TIF Plan

- **The TIF Budget**

- The base EAV for the amended TIF District would be \$24,000,000
- Upon completion of the anticipated private development of the RPA over a twenty-three (23) year period, it is estimated that the EAV of the property within the RPA would increase to between \$30,000,000-\$37,000,000 depending upon market conditions and the scope of the redevelopment projects

• **VILLAGE OF OSWEGO**
 • **PROPOSED MAIN STREET/WASHINGTON TIF**
 • **ESTIMATED PROJECT COSTS**

	<u>Estimated Costs</u>
• 1. Land Acquisition, Assembly Costs, • Demolition, and Relocation Costs	\$3,500,000
• 2. Site Preparation (including related geo-technical costs), • Environmental Cleanup, and Related Costs	2,750,000
• 3. Utility Improvements including, but not limited to, • water, storm, sanitary sewer, the service of • public facilities, and road improvements	7,000,000
• 4. Rehabilitation/Public facilities • including but not limited to parking improvements and • Taxing District Capital Costs pursuant to the Act	4,250,000
• 5. Interest Costs Pursuant to the Act	2,000,000
• 6. Planning, Legal, Engineering, Administrative and • Other Professional Service Costs	2,000,000
• 7. Job Training	500,000
• 8. Statutory School and Library District Payments	<u>2,000,000</u>
• TOTAL ESTIMATED PROJECT COSTS	\$24,000,000

IV. Tentative TIF Schedule

- June 2nd, 2016: Village holds Public Meeting
- June 7th, 2016: Village Board adopts Public Hearing ordinance
- June 8th, 2016: Notice of Public Hearing sent to affected taxing districts, IDCEO, and registrants on interested parties registry
- June 10th, 2016: Notices sent to all residents within 750ft of the TIF District's proposed boundaries
- July 8th, 2016: Joint Review Board (JRB)
- July 21st & 28th: Notice of Public Hearing is published *
- July 25th, 2016: Notice to Taxpayers of Record is mailed
- August 16th, 2016: Village Holds Public Hearing
- 14-90 days after the close of the Public Hearing the Village may adopt the TIF ordinances



Wednesday, June 22, 2016 at 4:00PM

MEETING MINUTES

Call to Order – The meeting was called to order by Committee Chair Jeff Wehrli at 4:16p.m.

Roll Call

Committee Members Present: John Purcell - here, Elizabeth Flowers – present, Jeff Wehrli – here. **With three members present, a quorum was established to conduct committee business.**

Committee Members Absent: Matthew Prochaska (excused)

Lynn Cullick arrived at 4:25p.m.

Others present: Laura Pawson, Jeff Wilkins

Approval of Agenda – Motion made by Member Flowers to approve the agenda, second by Member Purcell. **With all in agreement, the motion carried.**

Approval of May 18, 2016 Meeting Minutes – Member Purcell made a motion to approve the minutes from May 18, 2016, second by Member Flowers. **With all present in agreement, the motion carried.**

New Business – None

Old Business – Member Wehrli updated the committee on the pending purchase or lease of a trailer that will serve as the offices and sit next to the current facility. Mr. Wehrli, Ms. Pawson, Mr. Wilkins and Mr. Smiley will visit the vendor next week to check on the measurements, door placement, appropriate size for Animal Control needs, etc. There was consensus by the committee to lease the trailer for the first year, and then consider purchasing it later. They will bring the lease to the committee at the July meeting, before taking to the County board for final approval.

Census Report – Ms. Pawson reviewed the May census and bite/euthanasia reports with the committee.

<u>DOGS</u>	<u>MAY</u>	<u>JUNE (to-date)</u>
Intakes	36	11
Adopted	4	6
Reclaimed	22	9
Transferred	1	1
Euthanized	1	1

Total Dogs Available for Adoption: 8

Total Unavailable Dogs: 6 (2 in heat)

<u>CATS</u>	<u>MAY</u>	<u>JUNE (to-date)</u>
Intakes	10	1
Adopted	1	0
Reclaimed	0	0
Transferred	1	1
Euthanized	4	1

Total Cats Available for Adoption: 3 cats, 3 kittens Total Unavailable Cats: 1 cat, 1 kitten

Bite Report May Total: 16 Dogs 3 Cats

Visitors May - 77

Upcoming Events/News

- Thursday, June 9 – Volunteer Orientation (2 attendees)
- Saturday, June 11 – Pet Supplies Plus Adoption Event, Yorkville
- Saturday, June 18 – Prairie Fest Adoption Event
- Friday, June 24 – WSPY Channel 30 Appearance featuring adoptable pet
- Saturday, July 9 – Pet Supplies Plus Adoption Event, Yorkville
- Tuesday, July 12 – Volunteer Orientation

Continue running weekly Ad for adoptable pets in Record Newspapers
Possible return to WSPY in June

Operations Report

- *Job Posting for Kennel Manager/Animal Control Officer* – Ms. Pawson reported that the job ad will be posted on the County website today. Glenn Campos to post the want ad on other no cost websites.
- *Update on Chihuahua Kady* – Ms. Pawson reported that Kady’s eye removal surgery was successful. She continues healing, and is currently in heat, but will be ready for adoption in a few weeks.
- *Update on one-day July Special Event and 50/50 Sponsorship* – Ms. Pawson stated that she is planning a “Clear the Shelter” special event on July 23, 2016, and said the shelter will have extended hours until 5:00p.m.on that one Saturday, and they will offer no adoption fee for that day.

Accounting Report – Jeff Wilkins reviewed the monthly financial report with the committee, and said it was another good month although revenues are down slightly from last year. Rabies tags have increased, and donations are down from last year. Member Purcell asked that the Medical Fund numbers be added to the monthly Financial report.

Public Comment – None

Executive Session – None needed

Action Items for the County Board - None

Adjournment – Member Flowers made a motion to adjourn the meeting, second to the motion by Member Cullick. **With all in agreement, the meeting was adjourned at 5:03p.m.**

Respectfully Submitted,

Valarie McClain
Administrative Assistant/Recording Clerk

COUNTY OF KENDALL, ILLINOIS
Health & Environment Committee
Monday, June 20, 2016
Meeting Minutes

CALL TO ORDER

The meeting was called to order by Chair Judy Gilmour at 9:12a.m.

ROLL CALL

Committee Members Present: Judy Gilmour – here, John Purcell – yes, Matthew Prochaska - here

Committee Members Absent: Elizabeth Flowers (excused), Dan Koukol

Others Present: Diane Alford, KC Health Department, Community Action Director, Steve Curatti, KC Health Department Program Administrator, Dr. Amaal Tokars, KC Health Department Executive Director, and Jeff Wilkins

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

APPROVAL OF MEETING MINUTES – Member Prochaska made a motion to approve the meeting minutes from May 16, 2016, second by Member Purcell. **With three members present voting aye, the motion carried.**

STATUS REPORTS

- **Health Department** – Diane Alford, Director of Community Action shared the history of Community Action and the war on poverty in the United States and Illinois, and the early years of the Economic Opportunity Act, which includes Job Corps, Head Start, Family Planning, Community health Centers, and Legal Services, all of which are still around today.

Ms. Alford also reported on the history of Community Action Agencies whose purpose was to make the entire community more responsive to the needs and interests of the poor by mobilizing resources. Ms. Alford described Community Service Block Grants and explained the purpose, goals and values of the Economic Opportunity Agency. Ms. Alford stated that 90 percent of Community Service Block Grant (CSBG) funds, which includes information and referral, scholarships, drive to success and employment support, were to be used at the local level Community Action Agencies.

Ms. Alford said the mission of the Kendall-Grundy Community Action is to encourage self-sufficiency, while reorganizing the need of personalized, direct services for residents faced with poverty or crisis. Services available to residents include Low-Income Home Energy Assistance Program (LIHEAP), designed to help low-income households pay for winter and summer energy services and the Illinois Home Weatherization Assistance Program

(IHWAP), designed to help low-income households save fuel and money while increasing the comfort of their homes.

Dr. Tokars reported that the Kendall County Community Action office is one of the smallest in the country, but has been recognized as an office that runs very efficiently, although modestly funded.

- **Kendall County Soil and Water District** – No report
- **Water Related Groups** – Jeff Wilkins informed the committee of a recent article about Mayor Tom Weisner regarding a regional approach with water issues and the toll it's taken on resources, and aging infrastructure. Oswego, Yorkville and Montgomery are currently studying the feasibility of building a regional water treatment plant and using the Fox River as a possible water source, and looking at long-term sustainable water resources or residents. Mr. Wilkins said that NWPAs are the main resource for Kendall County.

OLD BUSINESS – Judy Gilmour reported that she, Scott Gryder, Jeff Wilkins, Amaal Tokars, Steve Currati, and Brian Holdiman and Aaron Rybski met recently regarding the food, septic water sanitation ordinances. Dr. Tokars said the group met to ensure that the draft ordinances have been updated with the new laws, and that after final review by this group, it will go to the State's Attorney's office for review, then to the Planning, Building and Zoning committee for review, on to the State Department of Public Health for review before coming back to the County Board for approval.

NEW BUSINESS

NACO Prescription Program – Jeff Wilkins explained that the County has been part of the NACO Prescription Discount Program in the county, that the cancellation of the county's participation would be in October, and the possible waiver for the county to continue with the program. Mr. Wilkins stated that the Health and Dental programs are not offered free to citizens. There is no cost to the County for any of the programs. Jeff Wilkins will forward the waiver to the State's Attorney's office for review. Mr. Wilkins and Dr. Tokars will conduct a

Member Purcell made a motion to forward the waiver to the County Board for approval, second by Member Prochaska. **With all members in agreement, the motion carried.**

CHAIRMAN'S REPORT – No report

PUBLIC COMMENT – None

ACTION ITEMS – *Approval of the NACO Prescription Program Waiver*

EXECUTIVE SESSION – None Needed

ADJOURNMENT- Member Purcell made a motion to adjourn the meeting, second by Member Prochaska. **The meeting was adjourned at 10:14a.m.**

Respectfully Submitted,

Valarie McClain
Administrative Assistant/Recording Secretary

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(b) 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: _____

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 CAB, 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 nacork@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 CAB, 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.

Live Healthy U.S. Counties

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



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 addendum, 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 deems 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 consent DUR Services for Clients. 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 bank 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 services. 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 ensure 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 obligations 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 sixty 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 sub 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.

c. Proprietary to Caremark. Member County and Customer acknowledges 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.

d. 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.

e. 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 attorney's 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, failure or discontinuance 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 gives 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 Customer 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 2, 2015, 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 Person" (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/whistleblower> or 1-855-337-6766 ext. 3262-2-097794.

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 sixty 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. TERMS 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 each Initial Term or renewal term;

b. Automatically, if the parties are unable to agree on an equitable adjustment under Section 6.4 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 working 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, trustee, 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 Bender Road, NBT9
Northbrook, IL 60061
Fax No.: 847-558-4302

With a copy to:

Managing Counsel, Client and Account Services

Caremark Inc.
2211 Sanders Road, NBT9
Northbrook, IL 60062
Fax No.: 847-339-4879

Notice 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) 393-2636

9. MISCELLANEOUS.

a. **Entire Agreement; Interpretation; Amendments; 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 effect 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 estopped 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 customer 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 reviewed 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 notices 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 called 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 retail 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. "Claim(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 Center 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: *V.S. Neal*

Title: *Exec. Dir.*

Date: *12-20-11*

CAREMARKPCS HEALTH, I.L.C.

By: *Sharon 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-identical 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 Customer 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 herein, 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.c 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: 
By: Executive Director
Title: Executive Director
Date: 9.24.14

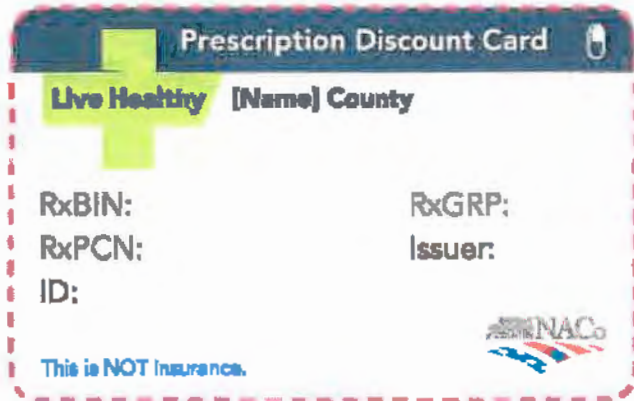
CAREMARKPCS HEALTH, L.L.C.

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

Live Healthy [Name] County

exclusive prescription, dental and health discounts program for residents

HERE'S YOUR FREE PRESCRIPTION DISCOUNT CARD



Start saving with your card today

Save an average of 24%* off the retail price of prescription medicine

- Good at over 68,000 retail pharmacies nationwide
- Discounts are for county residents and their pets
- For more information and to find a pharmacy go to www.nacorx.org or call toll-free 1-877-321-2652.

Two more ways to save:

Low-fee Dental Discounts

- Save 15% to 50% at over 110,000 providers nationwide
- Low-fee program provides discounts on check-ups, cleanings, fillings, crowns, x-rays, root canals and more

Low-fee Health Discounts

- Save 15% to 75% at a national network of providers
- Low-fee program provides discounts on vision services, hearing aids and screenings, diabetes supplies, prepaid lab work and more

For Dental and Health discounts information and to enroll go to www.nacohealth.org or call toll-free 1-877-573-2395.

106 9003NC99 050715

Prescription Discount Program

This is NOT insurance. Discounts are only available at participating pharmacies. By using this card, you agree to pay the entire prescription cost less any applicable discount. Savings may vary by drug and by pharmacy. Savings are based on actual 2014 drug purchases for all drug discount card programs administered by CVS/caremark located in Woonsocket, RI. The program administrator may obtain fees or rebates from manufacturers and/or pharmacies based on your prescription drug purchases. These fees or rebates may be retained by the program administrator or shared with you or your pharmacy. Prescription claims through this program will not be eligible for reimbursement through Medicaid, Medicare or any other government program. This program does not guarantee the quality of the services or products offered by individual providers. We do not sell your personal information. Call the member toll-free number on the back of your ID card to file a complaint related to this program. Note to Texas Consumers: You may contact the Texas Department of Insurance if you remain dissatisfied after completing this program's complaint process.

MEMBER:

Prescriptions: Call toll-free 1-877-321-2652
or visit us online at www.nacorx.org.

PHARMACIST:

The RxPCN, RxGRP, full ID, and a 01 person code must be submitted online to CVS/caremark™ to process claims for this program. For assistance in processing a claim, please call 1-800-364-6331.

Dental and Health Discount Programs

Disclosures: The discount health, dental, medical, and drug benefits of this Plan (The Plan) are NOT insurance, a health insurance policy, a Medicare Prescription Drug Plan or qualified health plan under the Affordable Care Act. The Plan provides discounts for certain medical and dental services, pharmaceutical supplies, prescription drugs or medical equipment and supplies provided by providers who have agreed to participate in The Plan. The range of discounts for medical, pharmacy or ancillary services offered under The Plan will vary depending on the type of provider and products or services received. The Plan does not make and is prohibited from making members' payments to providers for products or services received under The Plan. The Plan member is required and obligated to pay for all discounted prescription drugs, medical and pharmaceutical supplies, services and equipment received under The Plan, but will receive a discount on certain identified medical, pharmaceutical supplies, prescription drugs, medical equipment and supplies from providers in The Plan. The Discount Medical Plan Organization is Alliance HealthCard of Florida, Inc., P.O. Box 630858, Irving, TX, 75063. You may call toll free at 1-877-573-2395 for more information or visit www.NACoHealth.org for a list of providers. The Plan will make available before purchase and upon request, a list of program providers and the providers' city, state and specialty, located in the member's service area. The fees for The Plan are specified in the membership agreement. The Plan includes a 30-day cancellation provision. Note to MA consumers: The plan is not insurance coverage and does not meet the minimum creditable coverage requirements under M.G.L.c.111M and 956 CMR 5.00. *Savings may vary by drug and by pharmacy.

©2015 CVS/caremark. All rights reserved.

106-9003NC99 050715

Live Healthy U.S. Counties

The exclusive prescription, dental and health discounts program **free** to NACo member counties



Live Healthy – the discount program that puts wellness and people first

Going the extra mile for your county's residents is what this program is all about. It can help people live healthier lives and save them some money, too. And who doesn't like to save money?

The National Association of Counties' (NACo) Live Healthy program offers residents discounts on prescriptions, dental treatments and health costs—including vision procedures, hearing aids and screenings, prepaid lab work, diabetes supplies plus a whole lot more. Best of all, it's free for your county if you're a NACo member.

To get up and running costs you nothing but a bit of your time. If your county isn't a NACo member, now might be a good time to join. Let's all Live Healthy!

The Live Healthy discount program is NOT insurance.



Here's how it works:

It's all about the savings. Live Healthy provides county residents with access to prescription, dental and health discounts. It's that simple.

Participating counties must be a part of the prescription component of the program in order to offer either health or dental, or both to residents. Depending on what their county offers, people can choose to participate in all three, or two, or just one.

As you can see in the chart below, residents receive prescription discounts for free. Health and dental discounts come with a modest fee and people can pay either a monthly or annual amount to obtain discounts and savings.



To learn more, go to www.naco.org/health, or call toll-free at 1-888-407-6226.

NACo Live Healthy Prescription, Health and Dental Discount Resident Fees

Program	Monthly Individual	Monthly Family	Annual Individual	Annual Family
Prescription	Free	Free	Free	Free
Health	\$6.95	\$8.95	\$69.00	\$79.00
Dental	\$6.95	\$8.95	\$69.00	\$79.00
Health + Dental	\$13.90	\$17.90	\$138.00	\$158.00



prescription

NACo prescription discounts help residents who don't have insurance to save on their prescription purchases. Residents who do have insurance can also use the discount card when their medications are not covered by their insurance plan.

Residents Save an average of 24% off the retail price of prescription medications.

Provider Network: more than 68,000 participating retail pharmacies nationwide, including the major chains and many independent pharmacies. Available for residents and their pets.



dental

NACo dental discounts* offer residents discounted rates on a wide range of dental procedures and services.

ROUTINE AND IN-DEPTH CHECK-UPS

CHILD AND ADULT TEETH CLEANINGS

BITEWING AND FULL MOUTH X-RAYS AND PANORAMIC FILMS

COMPOSITE FILLINGS (WHITE), ROOT CANALS, SIMPLE EXTRACTIONS, FULL UPPER DENTURES

Residents Save: 15% to 50% off most dental procedures. Pay entire discounted rate directly to participating dentist at the time of the service. No deductibles. **No benefit maximums.**



Provider Network: 110,00 general dentists and specialists. No referrals necessary for specialty dental care discounts. Immediate access to dental providers, no waiting periods or claim forms. No exclusions for pre-existing conditions or age limits.

* Not available in AK, VT or WA



health

NACo health discounts* are an affordable choice for county residents who want to save on a wide range of services, supplies and more.

VISION

Residents Save: 35% off the retail price of frames with the purchase of a complete pair of glasses. Discounts on other products and services include exams, lenses, accessories, contact lenses and more.

Provider Network: access to over 50,000 providers including LensCrafters®, Pearle Vision®, Nationwide Vision®, Target Optical®, and independent optometrists, ophthalmologists and opticians.

HEARING

Residents Save: 35% off the price of hearing aids and complimentary screenings.

Provider Network: more than 2,500 participating locations.

DIABETES SUPPLIES

Residents Save: with discounts offered on prescription and OTC diabetes supplies.

Provider Network: more than 68,000 participating retail pharmacies. Available for residents and their pets.

PREPAID LAB

Residents Save: 20 to 70% off a wide variety of physician approved lab-testing services, with confidential results.

Provider Network: more than 4,000 participating service centers.

PREPAID DIAGNOSTIC IMAGING

Residents Save: 40 to 75% off MRI and CT scans.

Provider Network: more than 2,900 radiology centers nationwide.

LASIK & PRK VISION

Residents Save: 15% off retail prices or 5% off promotional pricing.

Provider Network: more than 550 participating locations.

* Not available in AK, VT or WA

County residents will be able to stay healthy and save every day.



Two easy ways to get started

Join the NACo Live Healthy program either by emailing or mailing the registration information. Once you do, we'll send you customized materials to promote Live Healthy in your county.

1. Download the Live Healthy program(s) registration form at www.naco.org/health

Complete the information then email it to membership@naco.org

2. Or mail it to the following address:
**Andrew S. Goldschmidt, CAE
Director of Membership Marketing
National Association of Counties
25 Massachusetts Ave. NW, Ste. 500
Washington, DC 20001**

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 e-mail 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.



NACo
25 Massachusetts Ave, NW
Suite #500
Washington, DC 20001
888-407-NACo (6226)
membership@naco.org