




County
Administrator

MEMO

Keith Berndt

TO: Cass County Board of Commissioners

FROM: Keith Berndt 
Cass County Administrator

DATE: November 24, 2014

SUBJECT: Contract - NACo Prescription & Health Discount Program

The National Association of Counties (NACo) has a program designed to assist uninsured and underinsured residents by providing discounts on prescriptions, medical and dental care. The program is free to NACo Member Counties but Counties must enter into a contract with NACo to enter the program. Once a County is enrolled in the program, county residents can download a prescription discount card at no cost. It also allows residents to sign up for a discount dental and discount health program for a relatively small cost. I have enclosed additional details on the program.

The County's commitment would be to provide publicity and answer questions about the program. I have been in contact with Chip Ammerman, and he is agreeable to administering the program out of his department. I recommend initiating Cass County's participation in the program.

SUGGESTED MOTION:

Authorize the chairman to sign a contract with the National Association of Counties allowing Cass County to participate in the NACo. Prescription, Health, and Dental Discount program.

Box 2806
211 Ninth Street South
Fargo, North Dakota 58108

701-241-5720
Fax 701-297-6020
www.casscountynd.gov
berndtk@casscountynd.gov

MY DOCUMENTS\KEITH\MEMO-NACO PRESCRIPTION DISCOUNTY PROGRAM.DOCX

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The NACo Prescription - Health - Dental Discount Program provides relief to uninsured and underinsured Americans who face high prescription, health and dental costs. The program is free to NACo member counties and it has been offering real savings to county residents across the country since 2004. The program, which is administered by CVS Caremark, includes discounts on prescriptions, vision care, LASIK & PRK vision procedures, hearing aids & screenings, prepaid lab work, prepaid diagnostic imaging, diabetic supplies and dental care.

The prescription portion of the program continues to grow, providing average savings of 24 percent on thousands of medications. The savings range from 15 to 75 percent, and the free discount card is accepted at more than 65,000 pharmacies nationwide. Adding the dental discount program enables residents to save on all health services through one program. This program helps residents of NACo member counties save 15 to 50 percent on dental care and is honored by more than 110,000 participating providers nationwide. The dental discounts help people who are uninsured, but can also complement health insurance plans or work with health savings accounts and flexible spending accounts.

The program is FREE for member counties and inexpensive for residents:

- Prescription Drug Discount Card: Free for Residents
- Dental Discount Program: \$6.95 month or \$69 year for individuals, \$8.95 month or \$79 year for families
- Medical Services: \$6.95 month or \$69 year for individuals, \$8.95 month or \$79 year for families

COUNTIES can get more information on how your county can benefit from the program by visiting the [county website](#).

The NACo Prescription - Health - Dental Discount Program is NOT insurance.

Program Information



Contract

Program Implementation Contract and Checklist
ENROLL NOW: information needed to participate in the NACo Prescription, Health & Dental Discount Program. Just fill out this contract and return it to NACo to enroll. *Note: if your county is already enrolled in prescription and wish to add health & dental, use this form instead.*



NACo Prescription Discount Card Program

Print a Card Now!

More Info

Information for Counties

- Fact Sheet
- English
- Spanish

- FAQ's
- English
- Spanish
- Dental & Health Services

- Resident Websites
- Prescription
- Health

- Participation
- Participating Counties
- Participating Pharmacies

Did You Know?

The Affordable Care Act does not cover dental care for adults, leaving a large need for dental care help. A need that the NACo Prescription - Health - Dental Discount Program addresses. [Watch this Wall Street Journal report on the ACA and dental coverage.](#)

Contact

Andrew Goldschmidt, CAE, MBA
 Director of Membership Marketing
 202.942.4221

Toll Free
 888.407.NACo (6226) x221

NACo Health Discount Program Overview For Counties

Why is NACo Health Discount Program Important?

- Over 100 million Americans lack vision insurance coverage today.
- Vision care is NOT included in the Affordable Care Act (It is estimated that approximately 64% of adult Americans wear glasses or contact lenses.)
- Discount programs are a great way to offer discounted negotiated rates for service, without the commitment of an insured product.

This is NOT insurance. Discounts are only available at any participating pharmacy. Operated by CVS Caremark.

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What Are the Services?

- Offering discounts on:



Vision Care



LASIK & PRK



Prescriptions



Diabetic Supplies



Prepaid Lab



Hearing



Prepaid Diagnostic Imaging

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Who Can Be Helped By the NACo Health Discount Program?

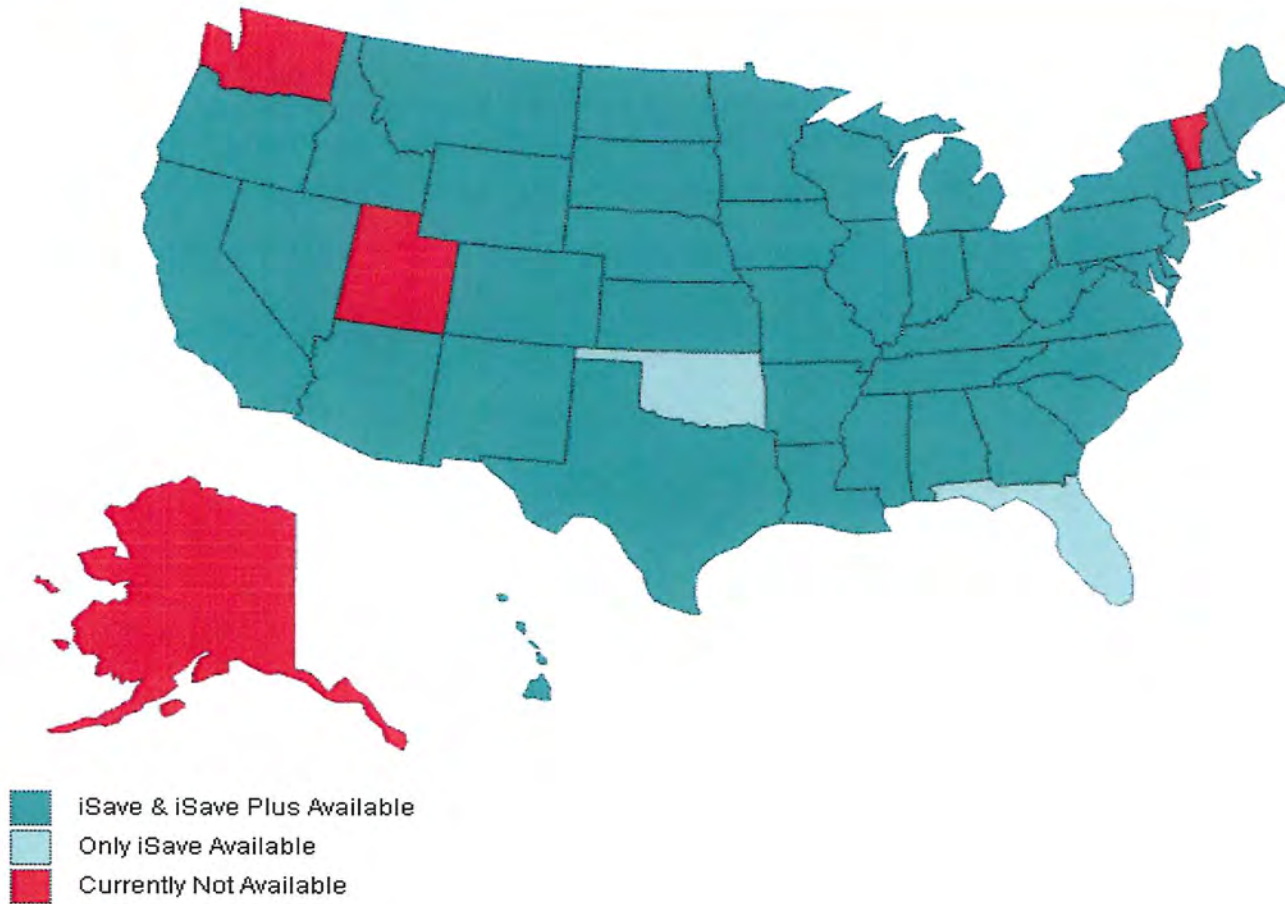
- Individuals
- Growing Families
- Single Parents
- Empty Nesters
- Caregivers with parents over age 60
- Anyone that does not have access to or cannot pay for auxiliary insurance



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Where Is the Program Available?



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What Does It Cost Residents?

- Residents can save on health care, whenever they need and as often as they need with:
 - NO annual limits
 - NO claims to file
 - NO waiting periods

	Monthly	Annually
Individual	\$6.95	\$69.00
Family*	\$8.95	\$79.00

**Immediate family members are defined as a spouse or registered domestic partner, children up to the age of 26, parents in the household over age 60 and any other IRS Dependents.*

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Real Solutions for Everyday Problems

SAVINGS

PROVIDER NETWORK

VISION CARE

35% off retail price of frames with purchase of complete pair. Discounts on other products and services in the program include exams, lenses, accessories, contact lenses & more.

More than 50,000 participating providers including LensCrafters, Pearle Vision, Target Optical, and independent optometrists, ophthalmologists & opticians

LASIK & PRK VISION

15% off retail prices and 5% off promotional pricing

More than 600 participating locations

PRESCRIPTIONS

Save up to 75% with average savings of 24% off of the retail price of prescription medications

More than 65,000 participating retail pharmacies, available for residents & their pets

DIABETIC SUPPLIES

Save on prescription and over-the-counter diabetic supplies

More than 65,000 participating retail pharmacies, available for residents & their pets

PREPAID LAB

20-70% off a wide variety of physician approved lab testing services, with confidential results

More than 4,000 participating service centers

PREPAID DIAGNOSTIC IMAGING

40-75% off MRI and CT scans

More than 2,900 radiology centers

HEARING

35% off hearing aid prices & complimentary screenings

More than 2,500 participating locations

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Sample Savings – Diagnostic Imaging

Procedure	Retail Price	Member Price*	Member Savings
MRI Brain without dye	\$2,411.80	\$550.00	\$1,861.80
MRI Lumbar Spine without dye	\$2,280.30	\$645.00	\$1,635.30
CT Pelvis with dye	\$1039.14	\$458.71	\$580.43
CT Abdomen with dye	\$1096.00	\$458.71	\$637.29

- * Subject to change. Savings vary based on geographic location. Sample 2011 savings are from Texas. Savings range from 40% to 75% off MRI and CT Scans.

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Vision Network

■ EyeMed Vision Care

- Save 35% off retail on frames
- Save 20% of lenses and lens add-ons
- Over 45,000 providers including LensCrafters, Pearle Vision, Sears Optical, Target Optical, JCPenney Optical, and independent optometrists, ophthalmologists, and opticians



■ Benefit Summary

- Visit multiple participating providers at any time, for any reason
- No limit to the number of visits
- No waiting period, no paperwork to file

Vision Network Exclusions: AK, WA & VT

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Hearing Network

- Newport Audiology Centers

- Over 2,000 locations
- Extended warranties
- Complimentary hearing exam, follow up hearing aid fittings & routine cleanings
- 1 year supply of hearing aid batteries



- Benefit Summary

- One of the largest national networks of independent audiologists

Hearing Network Exclusions: AK, WA, VT & Puerto Rico

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Prepaid Lab & Diagnostic Network

- Galaxy Health Network

- Over 2,900 radiology centers nationwide
- Save 40%-75% off MRI and CT scans
- Save 20%-70% off blood tests, allergy tests, cardiac & cholesterol screens, maternity & infertility tests



- Benefit Summary

- Personalized scan scheduling with a service representative
- Lab results are confidential
- Results for most tests are available via email within 48 hours (Cultures, reflex and specialty test results typically 14-28 days)

Lab & Diagnostic Network Exclusions: NY, NJ, MA, RI & Puerto Rico

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Program Marketing

- NEW design for FREE prescription cards
- NEW displays & posters
- www.NACoHealth.org
- NEW plastic membership ID cards & keyfobs for NACo Health Discount Program members



FREE PRESCRIPTION DISCOUNT CARD

This is NOT Insurance.

SAVE UP TO 75% OFF THE COST OF YOUR PRESCRIPTIONS

USE THIS CARD ANY TIME A PRESCRIPTION IS NOT COVERED BY INSURANCE.

- Save up to 75%*
- It's FREE, no enrollment fees
- Nine out of 10 pharmacies accept the card
- No limits on how many times you use the card
- You and your family can use the card - even use it for pets

Visit www.nacox.org to look up a participating pharmacy, a price estimate for your prescription, check drug interactions, or view health and wellness information. For more information, call toll-free **1-877-321-2652**.

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Easy to Join

Join online
www.NACoHealth.org



OR

Enroll by phone
1-877-573-2395



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Easy to Save

Start Saving Today

- Check your email for your temporary membership card



Save Again & Again

- Check your mailbox for your permanent member materials

This is NOT insurance. Discounts are only available at any participating pharmacy. Operated by CVS Caremark.

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Dear County Officials:

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

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

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

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

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

Sincerely,

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

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



Please return this checklist with your signed contract. Incomplete or incorrect checklists will delay implementation of the program

NACo Prescription-Health-Dental Discount Program Checklist

1. Complete the following County and program contact information

County Name/State	
County Population	
County Website	
Contact Name	
Contact Title	
Contact Email	
Contact Phone Number	
Contact Address (NO P.O. BOXES)	
Contact City	
Contact State/Zip	

2. Provide the date you intend to launch the program: _____
IMPLEMENTATION TIME IS 8-10 WEEKS FROM THE TIME THE CONTRACT IS RETURNED TO NACo.

3. Do you want your county seal/logo included on your card:

Yes or No	
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If you choose to have a seal/logo on your card, be sure to e-mail a black and white logo/seal in jpeg, pdf, or eps format to nacor.x@caremark.com. Please include your county name and the word "artwork" in the subject line.

4. Would you like NACo and CVS/caremark to do a community outreach on your behalf:

Yes or No	
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5. Do you need public relations assistance from NACo to issue a press release:

Yes or No	
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CAREMARKPCS HEALTH, L.L.C.

AMENDED AND RESTATED MANAGED PHARMACY BENEFIT SERVICES AGREEMENT

CONSUMER CARD PROGRAM

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

1. STATEMENT OF SERVICES / OBLIGATIONS.

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

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

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

1.4 Claims Processing.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. FEES AND PAYMENT.

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

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

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

3. CUSTOMER AND MEMBER COUNTY OBLIGATIONS.

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

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

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

4. USE OF AND ACCESS TO INFORMATION.

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

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

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

5. CONFIDENTIALITY AND INTELLECTUAL PROPERTY.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. TERM AND TERMINATION OF AGREEMENT.

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

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

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

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

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

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

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

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

7.3 Effect of Termination and Survival.

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

8. NOTICES.

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

Notices to Caremark must be addressed as follows:

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

With a copy to:

Managing Counsel, Client and Account Services

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

Notices to Customer must be addressed as follows:

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

9. MISCELLANEOUS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

c. **"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 Centers for Medicare and Medicaid Services (formerly known as the Health Care Financing Administration, or "HCFA MAC"). A copy of such MAC drug list shall be provided to Customer prior to execution of this Agreement and thereafter upon Customer's reasonable request.

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

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

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

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

NATIONAL ASSOCIATION OF COUNTIES

By: *J.S. Nash*

Title: *Exec. Dir.*

Date: *12-20-11*

CAREMARKPCS HEALTH, L.L.C.

By: *William Brown*

Title: *SVP Underwriting*

Date: *1-5-12*

EXHIBIT A

National Association of Counties
Effective January 1, 2012.

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

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

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

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

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

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

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

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

NATIONAL ASSOCIATION OF COUNTIES

CAREMARKPCS HEALTH, L.L.C.

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

MEMBER COUNTY:

[County Name]

By: _____

Title: _____

Date: _____

RIDER 1

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

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

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

Accepted and Agreed:

MEMBER COUNTY:

[County Name]

By: _____

Title: _____

Date: _____

CAREMARKPCS HEALTH, L.L.C.

SECOND AMENDMENT TO

MANAGED PHARMACY BENEFIT SERVICES AGREEMENT

CONSUMER CARD PROGRAM

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

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

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

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

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

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

NATIONAL ASSOCIATION OF COUNTIES

By: Matthew D. [Signature]
Its: Executive Director
Title: Executive Director
Date: 9-24-14

CAREMARKPCS HEALTH, L.L.C.

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

GET STARTED TODAY!

Please complete the information below and mail to:
Andrew S. Goldschmidt, CAE, Director of Membership Marketing
National Association of Counties
25 Massachusetts Ave., NW Ste. 500
Washington, DC 20001

Or e-mail the form to: agoldschmidt@naco.org

County Name: _____

Main County Contact: _____

Title: _____

Street Address: _____

City: _____

State: _____

Zip: _____

Phone: _____

E-mail: _____

County Website: _____

Number of County Residents: _____

**Please check the NACo Discount Programs your county would like to offer its residents.
(Counties must participate in the prescription program to add another program):**

Prescription (already enrolled) Prescription Health Dental

By checking this box you are confirming that the NACo Prescription, Health & Dental Discount Programs checked above are approved by the County's elected board.

Logo requirements to produce program materials for your county:

CVS/caremark™ needs a jpg file of your county logo/seal to create the customized county card. E-mail the county logo as an attachment to NACoRx@caremark.com and indicate the county name and logo attached in the subject line.

Please provide a contact name/street address for the delivery of member ID cards and display stands if different from above. (Please note we cannot deliver to P.O. boxes):

Please indicate how the county name should be referenced on the member ID card:

Spanish materials required: Yes No

