AGENDA
County Commission - Formal Session Meeting

9:30 AM - September 8, 2020

Montgomery County Courthouse, Annex III

Page

WELCOME AT 9:30 A.M.

INVOCATION BY VICE CHAIRMAN WALKER

PLEDGE OF ALLEGIANCE LED BY COMMISSIONER SANKEY

CALL OF ROLL TO ESTABLISH QUORUM

COMMENTS FROM CITIZENS

PRESENTATION OF THE MINUTES

1. Presentation of the Minutes of the Regular Meeting of August 17, 2020

CONSENT AGENDA

2. Consider Authorization of Accounts Payable Checks and Payroll Checks — 5

   Accounts Payable and Payroll Checks 9-8-20

PUBLIC HEARING

3. Public Hearing regarding an Alcohol License Application for Special Events Retail to Rancho El Paraiso, LLC for Festival Latino located at 7625 Jessie Reid Lane, Montgomery, AL 36105 — 6

   Newspaper Legal Notice Form - Festival Latino

NEW BUSINESS

4. Consider Authorization of Alcohol License Application for Special Events Retail to Rancho El Paraiso, LLC for Festival Latino located at 7625 Jessie Reid Lane, Montgomery, AL 36105, County Commission — 7 - 8

   Alcohol License App for Festival Latino - September 2020

5. Presentation of Proposed 2020-2021 Operating Budget, Construction Programs Fund Budget and the Emergency Management Communications District Board Budget for Review and Comments — 9 - 27

   Presenter: Sherrill Thomas

   Proposed Budget for 2020-2021

15. Consider Authorization to Recognize and Deny a Claim regarding Theodore R. Noon — 86 - 89

Recognize and Deny a Claim re Theodore R. Noon

16. Consider Authorization of Miscellaneous Appropriations to Agencies, County Commission — 90

9-8-2020 Agencies Appropriations

17. Consider Authorization of Miscellaneous Appropriations to Education, County Commission — 91

9-8-2020 BOE Appropriations

18. Consider Authorization of Miscellaneous Appropriations from Designated Revenue, County Commission — 92

9-8-2020 Designated Revenue Appropriations

19. Consider Authorization of Budget Change Request Number 3, Board of Registrars — 93

BCR - Board of Registrars 2020-3

20. Consider Authorization of Budget Change Request Number 4, Community Corrections — 94

BCR - Community Corrections-2020-4

21. Consider Authorization of Budget Change Request Number 9, Engineering — 95

BCR - Engineering 2020-9

22. Consider Authorization of Budget Change Request Number 4, Tax and Audit — 96

Tax and Audit 2020-4

23. Consider Authorization of Budget Change Request Number 3, Youth Facility Detention — 97

BCR - Youth Facility Detention 2020-3

24. Consider Authorization of Position Fill Requests - District Attorney's Office (4) — 98 - 102

- Receptionist/Secretary, Position Number 400016001
- Legal Support Assistant, Position Number 408020001
- Grand Jury Coordinator, Position Number 408005009
- Assistant Grand Jury Coordinator, Position Number 408030007

PFRs for District Attorneys Office

25. Consider Authorization of Position Fill Request - Detention Facility (3) — 103 - 105

- Corrections Officer Trainee, Position Number 500419039
- Corrections Officer Trainee, Position Number 500419228
- Corrections Officer Corporal, Position Number 500425022

PFR - COT - 500419039
PFR - COT - 500419228

PFR - CO Cpl.- 500425022

26. Consider Authorization of Temporary Appointment of Lisa Fells, Probate Court Clerk, Pay Grade A05 Step 13 ($46,600) to Probate Court Clerk Supervisor, Pay Grade A07 Step 7 ($49,274) 106

Temp Appt of Probate Court Clerk Supervisor - Fells

27. Consider Authorization of Position Fill Request – Probate Judge's Office (1) 107

- Probate Court Clerk Supervisor, Position Number 750060027

PFR for Probate Court Clerk Supervisor

28. Consider Authorization of Position Fill Request - Sheriff's Office (1) 108

- Deputy Sheriff Trainee, Position Number 550430073

9-3-20 DST - 550430073

29. Consider Authorization of Position Fill Requests - Youth Facility Detention (3) 109 - 110

- Administrative Support Specialist, Position Number 900015002
- Juvenile Detention Officer, Position Number 90030006

PFR - YF Det - Admin Support Specialist - 900015002
PFR - YF Detention Juvenile Detention Officer - 900300061

30. Consider Authorization of Travel Training Requests 111 - 115

Travel - Appraisal #6
Travel - Community Corrections #8
Travel - Engineering #10
Travel - Sheriff 2020-18
Travel - Tax and Audit #13

REPORTS FROM STAFF

County Attorney
County Engineer

DISCUSSION ITEMS BY COMMISSIONERS

ADJOURN

MONTGOMERY COUNTY COMMISSION
MEETING DATE SEPTEMBER 8, 2020

THE FOLLOWING WERE AUDITED AND ORDERED PAID

ACCOUNTS PAYABLE CHECKS DATED 8-14-2020	
Check Numbers: 295584 – 295674	Total Checks Paid: $ 2,540,779.13

Replaced Check# 294929 with Check# 295675
EFT's included in amounts

ACCOUNTS PAYABLE CHECKS DATED 8-21-2020	
Check Numbers: 295676 – 295796	Total Checks Paid: $ 2,414,605.67

EFT's included in amounts

PAYROLL CHECKS DATED 8-28-2020	
Check Numbers: 134928 – 135001	Total: $ 91,586.91
Direct Deposits	Total: $ 1,440,641.52
Federal Deposits	Total: $ 293,863.89
Total Payroll Paid	Total: $ 1,826,092.32

INFORMATION PERTAINING TO PAYEES OF THE CHECKS AND AMOUNTS PAID ARE MAINTAINED IN THE FINANCE DEPARTMENT IN THE ACCOUNTS PAYABLE CHECK REGISTER

LEGAL INSERTION FOR ALCOHOLIC BEVERAGE PERMIT APPROVAL

NOTICE

Notice is hereby given that application has been made to the Montgomery County Commission, Montgomery, Alabama, for approval of an Alcohol License at this location, namely:

NAME: Festival Latino

ADDRESS: 7625 Jessie Reid Lane, Montgomery, AL 36105

AND THAT PUBLIC HEARING ON SAID APPLICATION HAS BEEN SET BEFORE

THE COUNTY COMMISSION AT:

9:30 A.M. SEPTEMBER 8 , 2020
(MONTH) (DAY) (YEAR)

in the Montgomery County Courthouse and Administration Building Annex III, 101 South Lawrence Street, 1st Floor, Commission Chambers, Montgomery, Alabama. Anyone desiring to be heard either for or against said application may appear in person at said time or may indicate his or her wishes in writing by communication addressed to the Montgomery County Commission, ATTN: Florence M. Cauthen, P.O. Box 1667, Montgomery, Alabama 36102-1667.

Florence M. Cauthen, County Administrator
Montgomery County Commission

PUBLICATION MEDIA MONTGOMERY ADVERTISER

DATE OF PUBLICATION: On or Before August 31, 2020

PAYMENT FOR ABOVE INSERTION IS THE RESPONSIBILITY OF THE APPLICANT.

RUN ONE TIME

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20200109142736940

Type License: 140 - SPECIAL EVENTS RETAIL **State:** $150.00 **County:** $150.00

Type License: **State:** **County:**

Trade Name: FESTIVAL LATINO **Filing Fee:** $50.00

Applicant: RANCHO EL PARAISO LLC **Transfer Fee:**

Location Address: 7625 JESSIE REID LANE MONTGOMERY, AL 36105

Mailing Address: 4025 TROY HWY MONTGOMERY, AL 36116

County: MONTGOMERY **Tobacco sales:** NO **Tobacco Vending Machines:**

Product Type: **Type Ownership:** LLC

Book, Page, or Document info: CORP 00375 PG 0957-0959

Do you sell Draft Beer?:

Date Incorporated: 09/04/2019 **State incorporated:** AL **County Incorporated:** MONTGOMERY

Date of Authority: 09/04/2019

Federal Tax ID: 84-3077162 **Alabama State Sales Tax ID:** R010401541

Name:	Title:	Date and Place of Birth:	Residence Address:
JAMES MARTINEZ BROWN 8320099 - AL	OWNER	06/22/1988 DALLLAS TEXAS	5108 SUGAR PINE DR MONTGOMERY, AL 36116

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES
Does ABC have any actions pending against the current licensee? NO
Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO
Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO
Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES
Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO
Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO
Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? YES

Contact Person: JAMES M BROWN **Home Phone:** 334-424-8812
Business Phone: 334-424-8812 **Cell Phone:**
Fax: **E-mail:**

PREVIOUS LICENSE INFORMATION:
Trade Name:
Applicant:

Previous License Number(s)
License 1:
License 2:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20200109142736940

Private Clubs / Special Retail / or Special Events licenses ONLY

Private Club
Does the club charge and collect dues from elected members?
Number of paid up members:
Are meetings regularly held?
How often?
Is business conducted through officers regularly elected?
Are members admitted by written application, investigation, and ballot?
Has Agent verified membership applications for each member listed?
Has at least 10% of members listed been confirmed and highlighted? Agent's Initials:
For what purpose is the club organized?
Does the property used, as well as the advantages, belong to all the members?
Do the operations of the club benefit any individual member(s), officer(s), director(s), agent(s), or employee(s) of the club rather than to benefit of the entire membership?

Special Retail
Is it for 30 days or less?
More than 30 days?

Franchisee or Concessionaire of above?
Other valid responsible organization:
Explanation:

Special Events / Special Retail (7 days or less)
Starting Date: 10/03/2020 Ending Date: 10/03/2020
Special terms and conditions for special event/special retail:
EVENT WILL BE HELD SATURDAY, OCTOBER 3, 2020. NO ALCOHOL IS ALLOWED TO LEAVE THE LICENSE PREMISE. NO TO-GO SALES PERMITTED. THIS IS A NON-RENEWABLE LICENSE.

Other Explanations
Is the applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent there of from or through a subsidiary or affliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act?: JAMES BROWN OWNS OTHER ABC LICENSED LOCATIONS
License Covers: OUTSIDE AREA
Are there any special restrictions, instructions, and/or conditions for this license?: EVENT WILL BE HELD SATURDAY, OCTOBER 3, 2020. NO ALCOHOL IS ALLOWED TO LEAVE THE LICENSE PREMISE. NO TO-GO SALES PERMITTED. THIS IS A NON-RENEWABLE LICENSE.

Proposed Annual Budget
Montgomery County Commission
Montgomery, Alabama
Fiscal Year
October 1, 2020 to September 30, 2021

Presented September 8, 2020

Elton N. Dean, Sr., Chairman
Ronda M. Walker, Vice Chairman
Daniel Harris, Jr., Member
Isaiah Sankey, Member
Doug Singleton, Member

Compiled by
Florence M. Cauthen, Administrator
Sherrill R. Thomas, CPA, Finance Director

ANNUAL BUDGET 2020-2021

Pursuant to the provision of the code of Alabama 1975, Code Section 11-8-3, the Montgomery County Commission shall, no later than October 1, prepare and adopt a budget for the fiscal year beginning on October 1 of the current calendar year which shall include all of the following: (1) An estimate of the anticipated revenue of the county for all public funds under its supervision and control including all unexpended balances as provided in Section 11-8-6. (2) An estimate of expenditures for county operations and, (3) Appropriations for the respective amounts that are to be used for each of such purposes.

Florence M. Cauthen
Administrator
Montgomery County Commission
Montgomery, Alabama

MONTGOMERY COUNTY COMMISSION
2020 - 2021 BUDGET

	ESTIMATED REVENUES	ESTIMATED APPROPRIATIONS
General Fund	$ 75,906,235	$ 75,906,235
Emergency Fund	10,000	-
Workers' Compensation Fund	339,000	339,000
Health Trust Fund	13,365,000	13,365,000
R.E. Life Ins. Fund	120,000	120,000
Liability Fund	432,000	432,000
Gasoline Tax Fund	9,701,893	9,701,893
Public Buildings/Roads/Bridges Fund	6,902,000	8,061,536
Public Highways & Traffic Fund	452,000	500,000
Capital Improvement	931,000	931,000
RRR Gasoline Tax Fund	1,943,000	3,695,000
Severed Material Tax Fund	150,500	150,500
Appraisal Fund	2,939,634	2,939,634
Merit System Fund	1,073,185	1,073,185
Community Corrections	803,212	803,212
Grant Fund	914,032	914,032
County Rebuild Alabama Fund	2,039,965	1,614,972
Federal Aid Exchange Fund	400,000	800,000
G.O. Warrants - 2015/2017 Fund	3,832,725	3,832,725
G.O. Warrants - 2010 Fund	1,333,875	1,333,875
Less: Fund transfer elimination	(14,355,712)	(14,355,712)
TOTAL	$ 109,233,544	$ 112,158,087
ADD: BUDGETARY FUND BALANCE		
Emergency Fund	(10,000)	
Public Buildings/Roads/Bridges Fund	1,159,536	
Public Highway and Traffic Fund	48,000	
RRR Gasoline Tax Fund	1,752,000	
County Rebuild Alabama Fund	(424,993)	
Federal Aid Exchange Fund	400,000	
TOTAL BUDGETARY FUND BALANCE	2,924,543	
TOTAL PROPOSED BUDGET	$ **112,158,087**	$ **112,158,087**

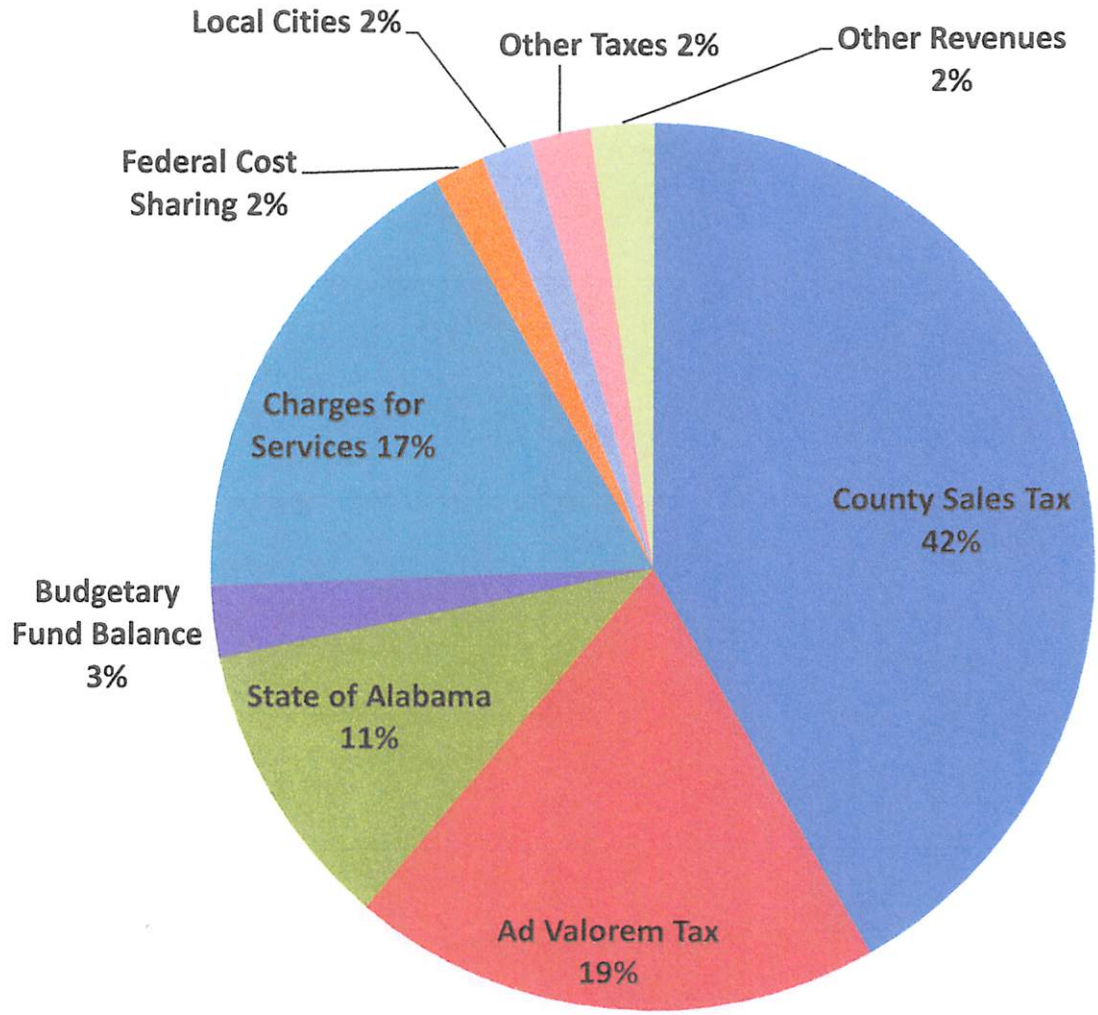
Funds included in budget:
General Fund
Special Revenue Funds
Debt Service Funds

FUNDS NOT INCLUDED IN OPERATING BUDGET

Construction Program Fund
Fiduciary Fund
Law Library Fund
Sheriff's Fund
Revenue Commissioner Special Fund
Solicitor's Fund
Worthless Check Fund
Child Support Fund
Recreation Board Fund
Judge of Probate Special Fund
Manufactured Home Trust Fund
Motor Vehicle Special Training
Emergency Management Communication District Board
MV Registration and Titling Technology Fund

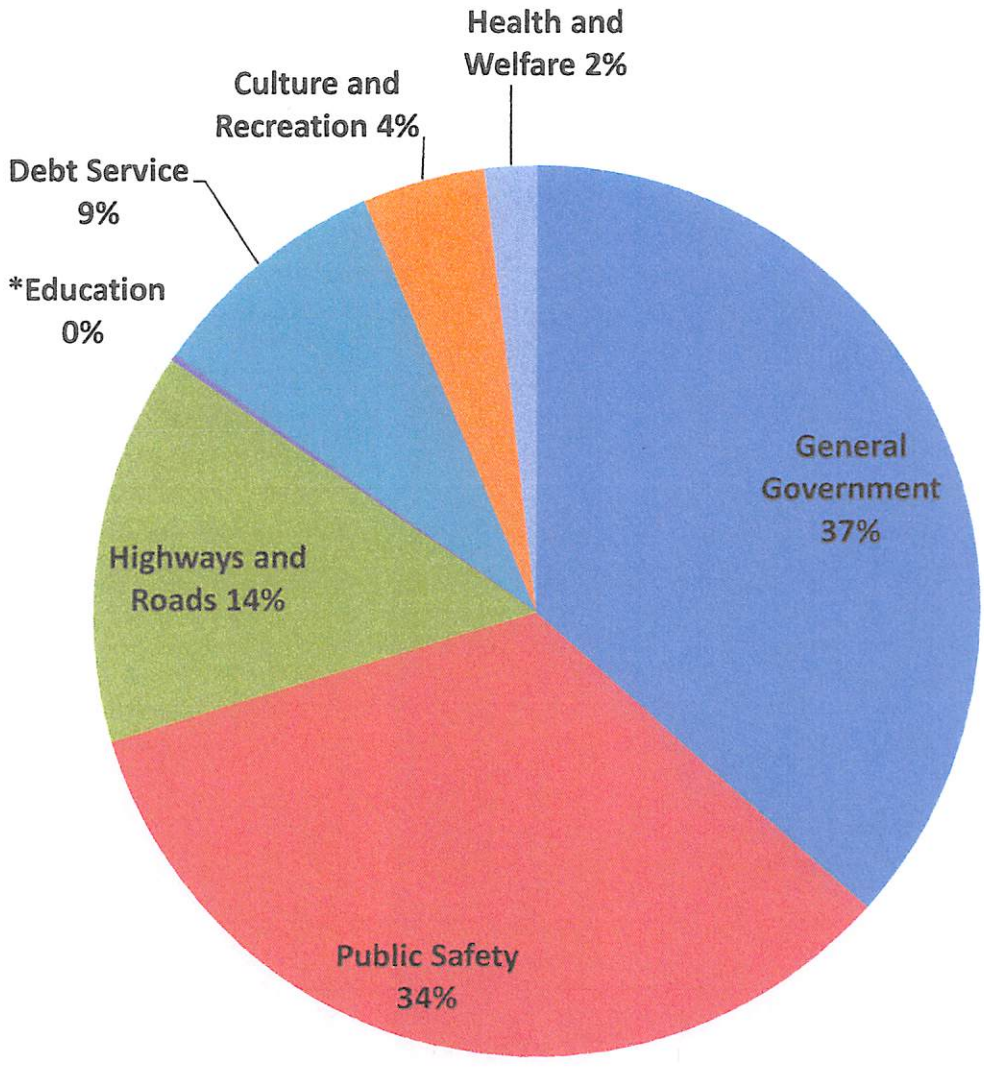
Montgomery County Commission
Estimated Revenues and Budgetary Fund Balance
2020-2021

Type	Percentage		Total
County Sales Tax	42%	$	46,780,000
Ad Valorem Tax	19%		21,810,578
State of Alabama	11%		11,926,996
Budgetary Fund Balance	3%		2,924,543
Charges for Services	17%		19,523,200
Federal Cost Sharing	2%		2,091,566
Local Cities	2%		2,048,840
Other Taxes	2%		2,465,000
Other Revenues	2%		2,587,364
Miscellaneous		1,319,120	
Interest		83,000	
Licenses and Permits		538,800	
Board of Education		611,444	
Fines and Forfeitures		35,000	
	100%	$	112,158,087



Montgomery County Commission
Appropriations
2020-2021

Type	Percentage	Total
General Government	37%	$ 40,998,606
Public Safety	34%	37,884,084
Highways and Roads	14%	15,962,365
Education	0%	268,510
Debt Service	9%	9,880,937
Culture and Recreation	4%	5,004,550
Health and Welfare	2%	2,159,035
	100%	$ 112,158,087



*Additional $27.2 million provided for Education by the 1% County Sales tax for Public Education

Summaries of

DEPARTMENTAL

and

FUND BUDGETS

MONTGOMERY COUNTY COMMISSION
2020 - 2021 BUDGET

GENERAL FUND

ESTIMATED REVENUES		
TAXES		
Ad Valorem Tax	$	14,000,000
County Sales Tax		46,780,000
Salaries for Revenue Commissioner		218,000
County Beer and Wine Tax		125,000
Lodging Tax		1,580,000
Other Tax		760,000
TOTAL TAXES		63,463,000
LICENSE & PERMITS		463,800
INTERGOVERNMENTAL		
State Shared Revenue		1,801,890
State Cost Sharing Revenue		1,455,800
Federal Cost Sharing		1,432,925
Local Government Cost Sharing		135,000
TOTAL INTERGOVERNMENTAL		4,825,615
CHARGES FOR SERVICES		
Court Fees		754,300
Fees & Commissions - Public Officials		4,352,800
Other Fees & Charges		91,100
TOTAL CHARGES FOR SERVICES		5,198,200
FINES AND FORFEITURES		35,000
MISCELLANEOUS		
Interest		6,500
Sales & Rentals		601,120
Other		613,000
TOTAL MISCELLANEOUS		1,220,620
TRANSFERS IN FROM OTHER FUNDS		700,000
TOTAL ESTIMATED REVENUES	$	75,906,235

MONTGOMERY COUNTY COMMISSION
2020 - 2021 BUDGET

GENERAL FUND

APPROPRIATIONS		
GENERAL GOVERNMENT		
County Commission	$	952,120
Risk Management		181,590
Public Affairs		95,645
Finance Department		506,982
Judges		442,195
District/Circuit/Domestic Relations Court		3,970
Circuit Clerk		32,665
District Attorney		3,184,236
Pre-Trial/District Attorney		689,274
Court Reporters		166,581
Probate Judge's Office		3,945,164
Revenue Commissioner		1,394,672
Tax and Audit Division		874,362
Support Services		3,020,343
Purchasing		216,631
Building Permits		40,300
Election Operating		296,049
Election Administration		368,315
Board of Registrars		300,905
Tax Equalization Board		5,804
Veterans Service Office		1,000
Forestry Commission		6,517
Industrial Park Utilities/Maintenance		43,527
Industrial Development		104,830
Information Systems		2,235,305
Fleet Maintenance		274,996
Contingent		22,500
Unemployment Compensation		15,000
TOTAL GENERAL GOVERNMENT	$	19,421,478
PUBLIC SAFETY		
Sheriff's Office	$	15,185,020
Montgomery County Detention Facility		16,899,248
Montgomery City-County Emergency Management Agency		150,000
Coroner's Office		117,280
Youth Facility Net of City Funding		3,359,177
Youth Facility - DYS Subsidy		147,786
Youth Facility - DYS Boot Camp		341,000
Crimestoppers		5,000
Fire Hydrant Fees		27,720
Montgomery County Association of Volunteer Fire Departments		190,000
TOTAL PUBLIC SAFETY	$	36,422,231
SANITATION- Transfer Station & Storm Water Permit	$	151,916

GENERAL FUND

HEALTH		
Health Department	$	450,414
Montgomery Area Mental Health Authority		189,200
Family Sunshine Center		31,700
VOCAL		5,000
Animal Shelter		500,000
Aletheia Research and Management Inc.		37,500
Council on Substance Abuse - NCADD		11,700
Mosquito Control		57,336
Sickle Cell Foundation		15,750
Red Cross		15,000
TOTAL HEALTH	$	1,313,600
WELFARE		
Transfer of Insane	$	7,101
Restor		5,000
Child Protect		3,750
Brantwood Children's Home		12,500
Montgomery Community Action Agency		32,500
Central Alabama Aging Consortium		15,000
Montgomery Area Council on Aging		32,500
Montgomery Area Food Bank		3,750
Pauper Burial		5,000
Joint Public Charity Hospital Board		94,000
Indigent Hospitalization Program		52,500
Student Worker Programs		146,777
City of Montgomery (BONDS)		7,750
Department of Human Resources		20,000
TOTAL WELFARE	$	438,128
CULTURE & RECREATION		
City - County Library	$	2,149,032
Pike Road Library net of Town of Pike Road funding		187,621
Montgomery Museum of Fine Arts		1,659,448
Montgomery County Recreation Board		748,449
Boys & Girls Clubs		12,500
The United Community Improvement		12,500
Unified YMCA		30,000
ECHO		5,000
Alabama Shakespeare Festival		200,000
TOTAL CULTURE & RECREATION	$	5,004,550

MONTGOMERY COUNTY COMMISSION
2020 - 2021 BUDGET

GENERAL FUND

APPROPRIATIONS		
EDUCATION		
Montgomery Education Foundation	$	45,000
Auburn Extension Service		117,970
Montgomery Internal Medicine Residency Program		22,500
Thelma Morris After School Program		25,000
Latchkey		28,040
YMCA Childcare Program		30,000
TOTAL EDUCATION	$	268,510
CLASSIFIED BY CHARACTER ONLY		
In-House Appropriations- General Government Category	$	1,359,805
In-House Appropriations-Retiree Health & Life Insurance		2,771,880
Reclassification Reserve		(1,494,131)
Montgomery Co Building Authority 2012-2018 Capital Lease Obligation		5,283,710
Montgomery Co Public Education Cooperative District Series 2015 Bonds		1,061,500
Education Debt Service Funding		(1,061,500)
Montgomery Energy Conservation Project 2012 G.O. Warrants		398,587
Montgomery Energy Conservation Project 2014 G.O. Warrants		389,540
Agency Appropriations-General Government Category		670,755
TOTAL CLASSIFIED BY CHARACTER ONLY		9,380,146
TOTAL APPROPRIATIONS	$	72,400,559
TRANSFERS		
To Community Corrections Fund		383,212
To Merit Fund		244,364
To General Obligation Warrant Debt Service Funds		5,166,600
Education Debt Service Funding		(2,288,500)
TOTAL TRANSFERS	$	3,505,676
TOTAL APPROPRIATIONS & TRANSFERS	$	75,906,235

EMERGENCY FUND

ESTIMATED REVENUES		
MISCELLANEOUS		
Interest	$	10,000
TOTAL ESTIMATED REVENUES	$	10,000
APPROPRIATIONS		
GENERAL GOVERNMENT-Miscellaneous Expenditures	$	-
BUDGETARY FUND BALANCE	$	10,000

MONTGOMERY COUNTY COMMISSION
2020 - 2021 BUDGET

WORKERS' COMPENSATION FUND

ESTIMATED REVENUES		
Workers Compensation Contributions	$	325,000
Other reimbursements		5,000
Interest		9,000
TOTAL ESTIMATED REVENUES	$	339,000
APPROPRIATIONS		
Workers' Compensation Expenditures	$	339,000
TOTAL APPROPRIATIONS	$	339,000

HEALTH INSURANCE FUND

ESTIMATED REVENUES		
Premiums	$	13,345,000
Interest		20,000
TOTAL ESTIMATED REVENUES	$	13,365,000
APPROPRIATIONS		
Health Care Costs	$	13,365,000
TOTAL APPROPRIATIONS	$	13,365,000

RETIRED EMPLOYEE LIFE INSURANCE FUND

ESTIMATED REVENUES		
Premiums	$	120,000
TOTAL ESTIMATED REVENUES	$	120,000
APPROPRIATIONS		
Death Benefit Payments	$	120,000
TOTAL APPROPRIATIONS	$	120,000

LIABILITY FUND

ESTIMATED REVENUES		
Premiums	$	400,000
Interest		32,000
TOTAL ESTIMATED REVENUES	$	432,000
APPROPRIATIONS		
Liability Ins. Costs	$	432,000
TOTAL APPROPRIATIONS	$	432,000

MONTGOMERY COUNTY COMMISSION
2020 - 2021 BUDGET

GASOLINE TAX FUND

ESTIMATED REVENUES		
STATE SHARED REVENUE		
State Gasoline Tax	$	1,600,000
STATE COST SHARING REVENUE		
Engineer's & Assistant Engineer's Salary reimbursement		135,357
MISCELLANEOUS		
Other		105,000
TOTAL ESTIMATED REVENUES	$	1,840,357
TRANSFERS		
From Public Highway & Traffic Fund		500,000
From Public Building/Roads/Bridges		7,361,536
TOTAL TRANSFERS		7,861,536
TOTAL ESTIMATED REVENUES AND TRANSFERS	$	9,701,893
APPROPRIATIONS		
HIGHWAYS & ROADS		
Construction	$	1,757,303
District I		1,705,956
District II		1,764,566
District III		1,981,738
County Engineer's Office		1,431,947
County Shop		607,163
Bridge Maintenance		448,220
Environmental Cleanup		5,000
TOTAL APPROPRIATIONS	$	9,701,893
TOTAL APPROPRIATIONS & TRANSFERS	$	9,701,893

MONTGOMERY COUNTY COMMISSION
2020 - 2021 BUDGET

PUBLIC BUILDING/ROADS/BRIDGES FUND

ESTIMATED REVENUES		
TAXES		
Ad Valorem Tax	$	6,900,000
MISCELLANEOUS		
Interest		2,000
TOTAL ESTIMATED REVENUES	$	6,902,000
Budgetary Fund Balance		1,159,536
TOTAL ESTIMATED REVENUES AND BUDGETARY FUND BALANCE	$	8,061,536
APPROPRIATIONS	$	-
TRANSFERS		
To General Fund	$	700,000
To Gasoline Tax Fund		7,361,536
TOTAL TRANSFERS		8,061,536
TOTAL APPROPRIATIONS & TRANSFERS	$	8,061,536

PUBLIC HIGHWAY & TRAFFIC FUND

ESTIMATED REVENUES		
License & Permits	$	75,000
State Shared Revenue		317,000
Charges for Services		60,000
TOTAL ESTIMATED REVENUES	$	452,000
Budgetary Fund Balance		48,000
TOTAL ESTIMATED REVENUES AND BUDGETARY FUND BALANCE	$	500,000
TRANSFERS		
Transfer to Gasoline Tax Fund	$	500,000
TOTAL TRANSFERS	$	500,000

CAPITAL IMPROVEMENT FUND

ESTIMATED REVENUES		
State Shared Revenue	$	931,000
TOTAL ESTIMATED REVENUES AND BUDGETARY FUND BALANCE	$	931,000
APPROPRIATIONS		
Debt Service	$	931,000
TOTAL APPROPRIATIONS	$	931,000

MONTGOMERY COUNTY COMMISSION
2020 - 2021 BUDGET

RRR GASOLINE TAX FUND

ESTIMATED REVENUES		
STATE SHARED REVENUES		
Motor Vehicle License - Act 84-186	$	450,000
Petroleum Inspection Fee - Act 84-185		110,000
4 cent Gasoline Tax		900,000
5 cent Gasoline Tax		450,000
Additional excise tax		30,000
TOTAL STATE SHARED REVENUES	$	1,940,000
MISCELLANEOUS		
Interest	$	3,000
TOTAL ESTIMATED REVENUES	$	1,943,000
Budgetary Fund Balance		1,752,000
TOTAL ESTIMATED REVENUES & BUDGETARY FUND BALANCE	$	3,695,000
APPROPRIATIONS		
Restriping & Resigning		115,000
Resurfacing		3,580,000
TOTAL APPROPRIATIONS	$	3,695,000

SEVERED MATERIAL TAX FUND

ESTIMATED REVENUES		
STATE SHARED REVENUE	$	150,000
Interest Income		500
TOTAL ESTIMATED REVENUES	$	150,500
APPROPRIATIONS		
Road Bldg Materials and Supplies	$	150,500
TOTAL APPROPRIATIONS	$	150,500

APPRAISAL FUND

ESTIMATED REVENUES		
COST SHARING		
State of Alabama	$	550,593
Montgomery County		692,578
Board of Education		611,444
Local Cities		1,085,019
TOTAL ESTIMATED REVENUES	$	2,939,634
APPROPRIATIONS		
General Government	$	2,939,634
TOTAL APPROPRIATIONS	$	2,939,634

MONTGOMERY COUNTY COMMISSION
2020 - 2021 BUDGET

MERIT SYSTEM FUND

ESTIMATED REVENUES		
City of Montgomery	$	828,821
TRANSFERS		
Transfer from General Fund		244,364
TOTAL ESTIMATED REVENUES & BUDGETARY FUND BALANCE	$	1,073,185
APPROPRIATIONS		
General Government	$	1,073,185
TOTAL APPROPRIATIONS	$	1,073,185

COMMUNITY CORRECTIONS FUND

ESTIMATED REVENUES		
Alabama Department of Corrections	$	350,000
Client Fees		70,000
TOTAL ESTIMATED REVENUES	$	420,000
TRANSFERS		
Transfer From General Fund		383,212
TOTAL ESTIMATED REVENUES	$	803,212
APPROPRIATIONS		
Public Safety	$	803,212
TOTAL APPROPRIATIONS	$	803,212

GRANT FUND

ESTIMATED REVENUES		
Federal and State Grants	$	914,032
TOTAL ESTIMATED REVENUES	$	914,032
APPROPRIATIONS		
Grant Appropriations	$	914,032
TOTAL APPROPRIATIONS	$	914,032

MONTGOMERY COUNTY COMMISSION
2020 - 2021 BUDGET

COUNTY REBUILD ALABAMA FUND

ESTIMATED REVENUES		
State Shared Revenue	$	2,039,965
TOTAL ESTIMATED REVENUES	$	2,039,965
APPROPRIATIONS		
Road Construction	$	1,614,972
Budgetary Fund Balance		424,993
TOTAL APPROPRIATIONS AND BUDGETARY FUND BALANCE	$	2,039,965

FEDERAL AID EXCHANGE FUND

ESTIMATED REVENUES		
State Shared Revenue	$	400,000
Budgetary Fund Balance		400,000
TOTAL ESTIMATED REVENUES AND BUDGETARY BALANCE	$	800,000
APPROPRIATIONS		
Road Construction	$	800,000
TOTAL APPROPRIATIONS	$	800,000

GENERAL OBLIGATION WARRANTS 2015/2017 DEBT SERVICE FUND

TRANSFERS		
Transfer from General Fund	$	3,832,725
TOTAL TRANSFERS	$	3,832,725
APPROPRIATIONS		
Principal	$	2,925,000
Interest		907,725
TOTAL APPROPRIATIONS	$	3,832,725

GENERAL OBLIGATION WARRANTS 2010-A DEBT SERVICE FUND

REVENUE AND TRANSFERS		
Transfer from General Fund	$	1,333,875
TOTAL REVENUE AND TRANSFERS	$	1,333,875
APPROPRIATIONS		
Principal	$	1,065,000
Interest		268,875
TOTAL APPROPRIATIONS	$	1,333,875

Montgomery County Commission
Construction Programs Fund

Account Number	Account Description	2020 Proposed Budget
REVENUE		
	Budgetary Fund Balance	$ 800,000
	TOTAL REVENUE AND BUDGETARY FUND BALANCE	$ 800,000
EXPENSES		
Department:	**51107 - Other Construction Projects**	
231	Repair & Maintenance Bldgs/Impr	800,000
	TOTAL APPROPRIATIONS	$ 800,000

Emergency Management Communication District Board

Account Number	Account Description	2021 Proposed Budget
REVENUES		
Department: 40000 - Non Dept		
MS - Miscellaneous		
47908	911 Fees	705,000
47103	Interest	600
	TOTAL REVENUES	$705,600
BUDGETARY FUND BALANCE		395,840
	TOTAL REVENUES AND BUDGETARY FUND BALANCE	1,101,440
EXPENSES		
Department: 51986 - Emergency Management Dist Bd		
101	Reimbursements to General Fund for Dispatch expense	260,000
127	Retiree Allowances and Benefits	9,240
171	Dues and Membership Fees	3,000
180	Geographic Information Sys(GIS)	1,200
211	Office Supplies/Minor Equipment	13,000
219	Other Miscellaneous Supplies	25,000
240	Repair & Main - Software License	125,000
255	Cellular Service	40,000
265	Travel - Registration & Training	3,000
400	Equipment purchases-under capital asset threshold	3,000
499	Administration Expense	50,000
541	Equipment	75,000
584	Computer Equipment	260,000
605	Long Term Lease-MCC project-City of Mtgy	234,000
	TOTAL EXPENSES	1,101,440

RESOLUTION APPROVING TERMS OF MONTGOMERY COUNTY COMMUNITY COOPERATIVE DISTRICT BONDS

BE IT RESOLVED BY THE MONTGOMERY COUNTY COMMISSION that the terms of the Montgomery County Community Cooperative District's Taxable Revenue Bonds (Montgomery County Funding), Series 2020 are hereby approved.

DERRICK CUNNINGHAM

SHERIFF OF MONTGOMERY COUNTY

KEVIN J. MURPHY
CHIEF DEPUTY

Memo:

To: Florence Cauthen, Administrator

From: Sheriff Derrick Cunningham D.C

Date: August 13, 2020

Re: Hazardous Duty Pay- COVID-19

In April I sent information to the Commissioners concerning a request for hazardous duty pay for certain essential County employees who cannot work remotely or who did not rotate days away from the office and/or receive administrative pay (except for illness). Since that time reimbursement for this pay was approved under the CARES ACT.

This pay is needed to address the following effects of COVID-19:

- Compensate those employees who deal with the public and/or inmates daily.
- Compensate those employees who have had to cancel time off and work longer shifts
- Help retain and recruit employees during a time of shortages

As discussed in my memo in April, I am requesting an hourly amount of $2.50 be added to the pay for those that qualify for the hazardous duty pay. The eligible County positions have been identified and are certain Sheriff Deputies, Detention Facility Correction Officers and intake /transport clerks, and Youth Facility Detention Officers.

I am requesting that this pay increase be approved effective August 10, 2020 and continue through the December 2020 reimbursable period.

Please let me stress that I do not take this matter lightly and only wish to compensate those essential employees that have worked continual during the COVID shutdowns.

MAILING ADDRESS
POST OFFICE BOX 4219
MONTGOMERY, ALABAMA 36103-4219

WWW.MONTGOMERYSHERIFF.COM

SHERIFF'S OFFICE 334.832.4980
FAX 334.832.7113

DETENTION FACILITY 334.832.1386
FAX 334.265.0990

DERRICK CUNNINGHAM

SHERIFF OF MONTGOMERY COUNTY

Kevin J. Murphy
CHIEF DEPUTY

To: Florence Cauthen, County Administrator

From: Derrick Cunningham, Sheriff

Date: August 11, 2020

Re: Amendment to Inmate Health Services Contract
for Montgomery County Detention Facility

I request that the attached Amendment to Quality Correctional Health Care ("QCHC") contract for Inmate Health Services at Montgomery County Detention Facility ("Jail") be considered for approval on a future agenda.

This amendment will allow the contract to be extended for one (1) year, beginning October 1, 2020 and ending on September 30, 2020.

QCHC, Inc. would like to increase prices by 3% in accordance with the terms of the contract. All other terms and conditions in the agreement shall remain the same.

If I can be of further assistance, please contact me.

DC/ms

Attachment

SHERIFF'S OFFICE
POST OFFICE BOX 4219
MONTGOMERY, ALABAMA 36103-4219
OFFICE 334.832.4980
FAX 334.832.7113

DETENTION FACILITY
225 SOUTH MCDONOUGH STREET
MONTGOMERY, ALABAMA 36104
OFFICE 334.832.1386
FAX 334.265.0990

www.montgomerysheriff.com

RENEWAL OF AND AMENDMENT TO HEALTH SERVICES AGREEMENT BETWEEN QCHC, INC. AND MONTGOMERY COUNTY, ALABAMA

WHEREAS, QCHC, INC., a/k/a Quality Correctional Health Care, ("QCHC"), and MONTGOMERY COUNTY, ALABAMA ("COUNTY"), entered into a HEALTH SERVICES AGREEMENT (the "AGREEMENT") for the Montgomery County Detention Facility ("JAIL") on October 1, 2016;

WHEREAS, Section 10.6 of the AGREEMENT states that the AGREEMENT "may be amended or revised only in writing and signed by all parties";

WHEREAS, Section 6.1 states that, this AGREEMENT may be extended for additional one-year terms, if mutually agreeable to both parties.

WHEREAS, Section 7.1 of the AGREEMENT states that, on the annual anniversary dates, the annual base price shall increase by the annual percentage increase in the Consumer Price Index for Medical Services or 3 percent, whichever is less.

WHEREAS, the current CPI for Medical Services is 5.1 percent.

WHEREAS, the annual base price shall increase by three percent.

THEREFORE, the parties hereby mutually agree to amend the terms of the AGREEMENT as follows:

AMENDMENT

Section 6.1 shall be amended to reflect that the parties desire to renew and extend the AGREEMENT for a period beginning on October 1, 2020 and ending on September 30, 2021.

Section 7.1 shall be amended to make the monthly compensation amount due to QCHC $160,590.25 for the renewal period beginning on October 1, 2020 and ending on September 30, 2021. The annual amount to be paid by the COUNTY to QCHC for this period will be $1,927,083.00.

ALL OTHER TERMS AND CONDITIONS IN THE AGREEMENT SHALL REMAIN THE SAME.

The parties hereby signify their agreement with the above and foregoing by affixing their signatures below:

QCHC, INC.:

_____

BY: JOHNNY EDWARD BATES, MD
TITLE: PRESIDENT & CEO
DATE: _____

MONTGOMERY COUNTY, ALABAMA:

_____

BY: _____
TITLE: _____
DATE: _____

[THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK]

Youth Detention Facility

Memo

To: Florence Cauthen, County Administrator

From: Brandi K. Alexander, Youth Detention Director BKA

Date: August 13th, 2020

Re: Renew QCHC Contract for Montgomery County Youth Detention

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I request the Quality Correctional Health Care (QCHC) contract be considered for approval on the next agenda.

I recommend the contract be extended for one (1) year, beginning October 1, 2020 and ending on September 30, 2021.

QCHC, Inc. would like to have a 5% price increase as stated in the terms of the contract. All other terms and conditions in the agreement shall remain the same.

If you have any other questions, please contact me at 334-240-2119.

RENEWAL OF AND AMENDMENT TO HEALTH SERVICES AGREEMENT BETWEEN QCHC, INC. AND MONTGOMERY COUNTY, ALABAMA

WHEREAS, QCHC, INC., a/k/a Quality Correctional Health Care, ("QCHC"), and MONTGOMERY COUNTY, ALABAMA ("COUNTY"), previously entered into a HEALTH SERVICES AGREEMENT (the "AGREEMENT") for the provision of certain healthcare services for juvenile residents in the custody of the Montgomery County Alabama Youth Facility beginning on November 1, 2019 and ending on September 30, 2020;

WHEREAS, Section 4.2 states that the AGREEMENT may be renewable for subsequent terms if agreeable to both parties.

WHEREAS, consistent with the terms of the AGREEMENT, the annual contract price shall increase by five (5) percent for the renewal term beginning on October 1, 2020.

WHEREAS, Section 5.1 of the AGREEMENT states that, "the AGREEMENT may be amended at any time only with the written consent of both parties";

THEREFORE, the parties hereby mutually agree to renew and amend the terms of the AGREEMENT as follows:

RENEWAL

The parties hereby agree to extend the AGREEMENT for a renewal term beginning on October 1, 2020 and ending on September 30, 2021.

AMENDMENT

The parties hereby agree to amend Section 3.1.1 of the AGREEMENT to reflect that the annual contract price for the renewal term will be $296,100.00. The monthly payment due to QCHC will be $24,675.00.

ALL OTHER TERMS AND CONDITIONS IN THE AGREEMENT SHALL REMAIN THE SAME.

The parties hereby signify their agreement with the above and foregoing by affixing their signatures below:

QCHC, INC.:

_____

BY: JOHNNY EDWARD BATES, MD
TITLE: PRESIDENT & CEO
DATE: _____

MONTGOMERY COUNTY, ALABAMA:

_____

BY: _____
TITLE: _____
DATE: _____

ADMINISTRATIVE SERVICES AGREEMENT

by and between

RxBenefits, Inc.

and

Montgomery County Commission

EFFECTIVE AS OF: January 1, 2021

ADMINISTRATIVE SERVICES AGREEMENT

THIS ADMINISTRATIVE SERVICES AGREEMENT, dated effective as of 12:01 a.m. local time in Birmingham, Alabama on **January 1, 2021** ("Effective Date"), is made and entered by and between **RxBenefits, Inc.**, an Alabama corporation ("Administrator"), and **Montgomery County Commission (**"Client"). Administrator and Client are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

Recitals

A. Client has indicated a desire to enter into a contractual relationship with Administrator in order to procure the administration of prescription drug benefits to Client's Members (defined below) by Client's execution of this Agreement (defined below), including without limitation the Client application attached to this Agreement and incorporated herein by reference as Exhibit A (the "Client Application");

B. Administrator desires to administer the prescription drug benefits specified in Client's Plan described herein in a ministerial capacity, subject to all the terms and conditions thereof; and

C. Administrator has entered into an agreement with an independent, third-party pharmacy benefit manager, Express Scripts, Inc. (hereinafter referred to as "PBM" or "ESI"), for the purpose of being able to provide a network of pharmacies and related pharmacy benefit management programs and services for utilization by Client and its Members as administered through Administrator working in conjunction with Client, all as more fully provided for in this Agreement.

Agreement

NOW, THEREFORE in consideration of the mutual covenants, duties and obligations made by the Parties herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

ARTICLE I – CERTAIN DEFINITIONS

A. The initially capitalized terms below in this Section A of Article I shall have the following meanings when used in this Agreement. In addition, there are other initially capitalized terms that are defined in other parts of this Agreement and such terms shall have the meanings ascribed to them in such other parts of this Agreement whenever they are used in this Agreement.

"Agreement" means this Administrative Services Agreement between Administrator and Client, the Client Application and all other exhibits, supplements, amendments, addenda and/or schedules to this Administrative Services Agreement.

"Ancillary Supplies, Equipment, and Services" or "ASES" means ancillary supplies, equipment, and services provided or coordinated by ESI Specialty Pharmacy in connection with ESI Specialty Pharmacy's dispensing of Specialty Products. ASES may include all or some of the following: telephonic and/or in-person training, nursing/clinical services, in-home infusion and related support, patient monitoring, medication pumps, tubing, syringes, gauze pads, sharps containers, lancets, test strips, other supplies, and durable medical equipment. The aforementioned list is illustrative only (not exhaustive) and may include other supplies, equipment, and services based on the patient's needs, prescriber instructions, payer requirements, and/or the Specialty Product manufacturer's requirements.

"Average Wholesale Price" or "AWP" means the average wholesale price of a prescription drug as identified by drug pricing services such as Medi-Span or other source recognized in the retail prescription drug industry selected by ESI (the "Pricing Source"). The applicable AWP shall be the 11-digit NDC for the product on the date dispensed, and for prescriptions filled in Participating Pharmacies, Mail Service Pharmacy and ESI Specialty Pharmacy. Actual package size will be used for dispensing. PBM will not charge Client a higher AWP price based on repackaged products and actual package size will be used for dispensing at Participating

Pharmacies (retail), Mail Service Pharmacy and ESI Specialty Pharmacy. AWP used to calculate the Prescription Drug Claim is the current, post-settlement AWP. If the Pricing Source discontinues the reporting of AWP or materially changes the manner in which AWP is calculated, then ESI reserves the right to make an equitable adjustment as necessary to maintain the parties' relative economics and the pricing intent of this Agreement.

"Brand/Generic Algorithm" or "BGA" means ESI's standard and proprietary brand/generic algorithm utilized by ESI, a copy of which may be made available for review by Client upon request. The purposes of the algorithm are to utilize a comprehensive and logical algorithm to determine the brand or generic status of products in the ESI master drug file using a combination of industry standard attributes, to stabilize products "flipping" between brand and generic status as may be the case when a single indicator is used from industry pricing sources, and to reduce Client, Member and provider confusion due to fluctuations in brand/generic status.

"Brand Drug" means a prescription drug identified as such in ESI's master drug file using indicators from First Databank (or other source nationally recognized in the prescription drug industry used by ESI for all clients) on the basis of a standard Brand/Generic Algorithm utilized by ESI for all of its clients, a copy of which may be made available for review by Administrator, Client, or its Auditor upon request. Notwithstanding the foregoing, certain prescription drug medications that are licensed and then currently marketed as brand name drugs, where there exists at least one (1) competing prescription medication that is a generic equivalent and interchangeable with the marketed brand name drug, may process as "Generic Drugs" for Prescription Drug Claim adjudication and Member Copayment purposes.

"Business Days" or "business days" means all days except Saturdays, Sundays, and federal holidays. All references to "day(s)" are to calendar days unless "business day" is specified.

"Contract Year" means the full twelve (12) month period commencing on the Effective Date and each full consecutive twelve (12) month period thereafter that this Agreement remains in effect.

"Copayment" means that portion of the charge for each Covered Drug dispensed to the Member that is the responsibility of the Member (e.g., copayment, coinsurance and/or deductible) as indicated on the Set-Up Forms.

"Cost Share" means the amount which a Member is required to pay for a prescription or authorized refill in accordance with the Plan Design, which may be a deductible, a percentage of the prescription price, a fixed amount and/or other charge or penalty.

"Covered Drug(s)" means those prescription drugs, supplies, Specialty Products (if selected on the Set-Up Forms) and other items that are covered under the Prescription Drug Program, each as indicated on the Set-Up Forms.

"Dispensing Fee" means the amount payable by Client as a dispensing fee per prescription or authorized refill to a Member as set forth on Exhibit A to this Agreement.

"Eligibility Files" means the list submitted by Client to Administrator in reasonably acceptable electronic format indicating persons eligible for drug benefit coverage services under the Client's Plan.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended, and the regulations promulgated thereunder.

"ESI National Plus Network" means ESI's broadest Participating Pharmacy network.[1]

[1] The ESI National Plus Network was historically referred to as the "EN50 Network" in ESI's network provider agreements with Participating Pharmacies, and is subject to future name change.

"ESI Specialty Pharmacy" means CuraScript, Inc., Accredo Health Group, Inc., Express Scripts Specialty Distribution Services, Inc., or another pharmacy or home health agency wholly-owned or operated by ESI or one or more of its affiliates that primarily dispenses Specialty Products or provides services related thereto; provided, however, that when the Mail Service Pharmacy dispenses a Specialty Product, it shall be considered an ESI Specialty Pharmacy hereunder.

"Fees" means, with respect to Client, all the fees specified on the applicable Exhibits attached hereto and all other amounts due by Client hereunder, which Client (or, if applicable, any Member) is required to pay pursuant to the terms and conditions of this Agreement. In the event ESI, Administrator and Client agree upon a modification of the Fees from time to time, Client shall be responsible for timely communicating such changes to Members and for obtaining the necessary consents, if any, required from Client and/or Members in order to implement the new pricing.

"Formulary" means the list of FDA-approved prescription drugs and supplies developed by ESI's Pharmacy and Therapeutics Committee and/or customized by Client, and which is selected and/or adopted by Client. The drugs and supplies included on the Formulary will be modified by ESI from time to time as a result of factors, including, but not limited to, medical appropriateness, manufacturer Rebate arrangements, and patent expirations. Additions and/or deletions to the Formulary are hereby adopted by Client, subject to Client's discretion to elect not to implement any such addition or deletion through the Set-Up Form process, which such election shall be considered a Client change to the Formulary.

"Generic Drug" means a prescription drug, whether identified by its chemical, proprietary, or non-proprietary name, that is therapeutically equivalent and interchangeable with drugs having an identical amount of the same active ingredient(s) and approved by the FDA and which is identified as such in ESI's master drug file using indicators from First Databank (or other source nationally recognized in the prescription drug industry used by ESI for all clients) on the basis of a standard Brand/Generic Algorithm utilized by ESI for all of its clients, a copy of which may be made available for review by Administrator, Client or its Auditor upon request.

"HIPAA" means the Health Insurance Portability and Accountability Act of 1996, as amended, and the regulations promulgated thereunder.

"Limited Distribution Claims" means those prescription drug products including but not limited to Specialty medications that enter the market with exclusive and/or supply limitations or restrictions that limit marketplace competition.

"Losses" means any and all liabilities, damages, claims, causes of action, judgments, demands, penalties, fines, assessments, costs, expenses, fees (including without limitation attorneys' fees and other professional fees) and other losses of any kind or nature whatsoever.

"MAC" or "Maximum Allowable Cost" consists of a list of off-patent drugs subject to maximum allowable cost payment schedules developed or selected by ESI. The payment schedules specify the maximum unit ingredient cost payable by or on behalf of Client and its Members for drugs on the MAC List. The MAC List and payment schedules are frequently updated.

"MAC List" means a list of off-patent prescription drugs or supplies subject to maximum reimbursement payment schedules developed or selected by ESI.

"Mail Service Pharmacy" means a pharmacy wholly-owned or operated by ESI or one or more of its affiliates, other than an ESI Specialty Pharmacy, where prescriptions are filled and delivered to Members via mail delivery service.

"Manufacturer Administrative Fees" means those administrative fees paid by manufacturers to, ESI pursuant to a contract between ESI and the manufacturer in connection with ESI's administering, invoicing, allocating and collecting the Rebates under the Rebate program.

"Member" means each person who is eligible to receive prescription drug benefits as indicated by or on behalf of Client in the Eligibility Files.

"Member Submitted Claim" means a paper claim submitted by a Member for Covered Drugs dispensed by a pharmacy for which the Member paid cash.

"Over-the-Counter (OTC)" means those Prescription Drug Claims for Covered Drugs that a Member is typically able to obtain without a prescription or may require a prescription for higher strengths and/or concentrations such as but not limited to multivitamins, water soluble vitamins, etc.

"Pass-Through" means the actual ingredient cost and dispensing fee amount paid by ESI for the Prescription Drug Claim when the claim is adjudicated to the Participating Pharmacy, as set forth in the specific Participating Pharmacy remittances related to Client's claims.

"PDL" means the PBM Performance Drug List, which is a list of preferred pharmaceutical products, created and maintained by PBM, as amended from time to time, which: (a) has been approved by PBM's pharmacy and therapeutics committee; and (b) reflects PBM's recommendations as to which pharmaceutical products should be given favorable consideration by plans and their participants.

"Participating Pharmacy" means any licensed retail pharmacy with which ESI or one or more of its affiliates has executed an agreement to provide Covered Drugs to Members but shall not include any mail order or specialty pharmacy affiliated with any such Participating Pharmacy. Participating Pharmacies are independent contractors of ESI.

"Plan" means the self-funded prescription drug benefit plan(s) administered and/or sponsored by Client.

"Plan Administrator" means the Plan sponsor or committee designated by the Plan sponsor with respect to the Plan, as contemplated by Section 3(16)(A) of ERISA.

"Plan Design" means drug coverage, days' supply limitation, Cost Share, Formulary (including Formulary drug selection and relative cost indication) and other Prescription Drug Program specifications applicable to the Prescription Drug Program designated for Client as set forth in this Agreement or otherwise documented between the Parties.

"PMPM" means per Member per month fee, if applicable, as determined by Administrator from the Eligibility Files.

"Prescription Drug Claim" means a Member Submitted Claim, Subrogation Claim or claim for payment submitted to ESI by a Participating Pharmacy, Mail Service Pharmacy or ESI Specialty Pharmacy as a result of dispensing Covered Drugs to a Member.

"Prescription Drug Program" means the specific pharmacy benefit management services and benefit design adopted by, and applicable to, Client under this Agreement.

"Primary Member" means each Member, excluding Members who are qualified dependents.

"Protected Health Information" or "PHI" shall have the meaning given such term by HIPAA but limited to that information created or received by PBM in its capacity as a subcontractor to Administrator or by Administrator in its capacity as a business associate to the Plan.

"Rebates" mean retrospective formulary rebates that are paid to ESI pursuant to the terms of a formulary rebate contract negotiated independently by ESI with a pharmaceutical manufacturer and directly attributable to the utilization of certain Covered Drugs by Members. Rebates do not include Manufacturer Administrative Fees; product discounts or fees related to the procurement of prescription drug inventories, ESI Specialty Pharmacy or the Mail Service Pharmacy; fees received by ESI from pharmaceutical manufacturers for care management

or other services provided in connection with the dispensing of products; or other fee-for-service arrangements whereby pharmaceutical manufacturers generally report the fees paid to ESI or its affiliates for services rendered as "bona fide service fees" pursuant to federal laws and regulations (collectively, "Other Pharma Revenue"). Such laws and regulations, as well as ESI's contracts with pharmaceutical manufacturers, generally prohibit ESI from sharing any such "bona fide service fees" earned by ESI, whether wholly or in part, with any ESI client. ESI represents and warrants that it will not enter into any agreement with a pharmaceutical manufacturer for Other Pharma Revenue with the intent to reduce Rebates.

"Representatives" of a Party means such Party's directors, officers, managers, employees, agents and other representatives.

"Set-Up Forms" means any standard Administrator or PBM document or form, which when completed and signed by or on behalf of Client (electronic communications from Client indicating Client's approval of a Set-Up Form shall satisfy the foregoing), will describe the essential elements adopted by Client for its Prescription Drug Program, including implementation rules, coverage and benefit designs, and clinical and trend programs, as may be amended by Client from time to time.

"Single Source Products" means a prescription medication that is: (i) approved by the FDA under a generic drug ANDA application and is licensed and then currently marketed by only one generic drug manufacturers under separate ANDA applications; or (ii) subject to patent litigation.

"Specialty Product List" (for those Clients that are non-Exclusive) means the standard list of Specialty Products and their reimbursement rates under the applicable (exclusive or open) option, maintained and updated by ESI from time to time. The Specialty Product List is available to Client upon request.

"Specialty Products" means those injectable and non-injectable drugs on the Specialty Product List. Specialty Products typically have one or more of several key characteristics, including frequent dosing adjustments and intensive clinical monitoring to decrease the potential for drug toxicity and increase the probability for beneficial treatment outcomes; intensive patient training and compliance assistance to facilitate therapeutic goals; limited or exclusive product availability and distribution; specialized product handling and/or administration requirements and/or cost in excess of $500 for a 30 day supply.

"Subrogation Claim" means subrogation claims submitted by any state or a person or entity acting on behalf of a state under Medicaid or similar United States or state government health care programs, for which Client is deemed to be the primary payor by operation of applicable federal or state laws.

"Term" shall mean the time period between the Effective Date and termination of this Agreement, including the Initial Term, as extended by any Renewal Term (as such terms are defined in Article VI.A).

"Usual and Customary Price" or "U&C" means the retail price charged by a Participating Pharmacy for the particular drug in a cash transaction on the date the drug is dispensed as reported to ESI by the Participating Pharmacy.

ARTICLE II – ADMINISTRATIVE SERVICES PROVIDED

A. Administrator shall administer the prescription drug benefits provided by the Client's Plan, subject to all of the terms and conditions of this Agreement, as the same may be amended from time to time.

B. Administrator shall provide such assistance as may reasonably be necessary to Client's personnel in enrollment of eligible employees and former employees and dependents eligible under the Plan. Administrator shall maintain up-to-date eligibility status records on all enrolled Members as submitted by Client for purposes of appropriate adjudication of Prescription Drug Claims under the Plan.

C. Administrator shall issue (or cause to be issued) prescription drug cards to each Member-employee who is enrolled in Client's Plan and who is declared eligible by Client, as evidence of such Member-employee's entitlement to prescription drug card benefits under the Plan.

D. Upon reasonable request, Administrator shall provide Client with costs projections and analyses of Prescription Drug Claims and such other statistical data as may reasonably be requested by Client in connection with Client's management, oversight and control of the Plan.

E. Administrator shall invoice Client for the Prescription Drug Claims due to be paid and shall collect Prescription Drug Claims due, plus monthly Transaction Fees and any other fees payable by Client under Article IV hereof and/or the Client Application.

ARTICLE III – DUTIES OF CLIENT

A. Client shall be solely responsible for determining the eligibility of its employees and their dependents to participate and receive benefits under the Plan.

B. Administrator has established and shall maintain a website located at www.rxbenefits.com (the "Website") through which Client shall have the ability to access, revise and update the eligibility and enrollment information of Client's Members. Client agrees that it shall be solely responsible for effecting timely revisions and updates to the enrollment information through the Website (or, in the alternative, through a secure file transfer protocol (ftp) site or via secure electronic data file in a format acceptable to Administrator delivered to Administrator via electronic mail) and shall be responsible for the accuracy of the enrollment information and any and all revisions and updates to the enrollment information. Upon becoming aware of errors in the enrollment information, Client shall promptly correct the information as necessary through the Website or via other acceptable alternative means provided for above in this Article III.B. Administrator shall not be responsible for Prescription Drug Claims payments made to Members or ineligible and former employees of Client who are no longer or, if applicable, should never have been Members, based on information that is or was inaccurate, was not updated or not updated on a timely basis, or otherwise revised as required by Client or this Agreement. Administrator agrees that revisions and updates to the enrollment or other applicable Member or Prescription Drug Claim information made as described above will be considered for purposes of this Agreement revised and updated within 48 hours of receipt by Administrator of written notice from Client of such revision or update. For emergency revisions and updates that need to be effective on the same day and not the next business day, Client must call in or fax such revisions and updates to Administrator during Administrator's normal business hours and follow up with Administrator as appropriate to ensure such revisions and updates become effective on the same day to the extent reasonably possible. In addition, to the extent such emergency revisions are communicated by Client to Administrator orally (e.g., via telephone), Client agrees (and it shall be Client's sole responsibility) to provide Administrator with a written description in reasonable detail setting forth the emergency revisions and/or updates within 48 hours after such emergency revisions/updates were orally communicated by Client to Administrator.

C. Administrator will provide unique alphanumeric passwords ("Passwords") to Client that will permit Client to access, revise, and update the enrollment information on the Website. Client will distribute the Passwords to the individuals named on the list of authorized users (the "Users"), which is included in Section A of the Client Application. Client is responsible for all uses of the Passwords, whether or not authorized by Client. Client is responsible for maintaining the confidentiality of the Passwords and ensuring that the Users maintain such confidentiality also. Client agrees to immediately notify Administrator of any unauthorized use of the Passwords of which Client becomes aware or has a reasonable basis to believe to have occurred. Client shall indemnify, defend and hold harmless Administrator and its Representatives from and against all Losses resulting from, arising out of or relating to any unauthorized use or access, except where such Losses result solely from the willful or intentional act or misconduct or negligence of Administrator. To amend the list of Users, Client must notify Administrator in writing of such amendment(s). Within one (1) business day after the business day on which Administrator receives such amendment(s) in writing from Client, Administrator will deactivate the Password(s) issued to any deleted User(s) and will activate and issue new Password(s) for any new User(s) identified by Client. Notwithstanding anything in this Agreement to the contrary, Administrator shall not (and Client acknowledges and understands that Administrator shall not) be liable or

otherwise held responsible for fraudulent Prescription Drug Claims submitted by any Member, other third party acting or purporting to act on any Member's behalf or any unauthorized party using any Member's prescription drug card, information or otherwise.

D. Client expressly understands, acknowledges and agrees that any and all information, data, documentation or software disclosed by Administrator and/or PBM in the course of conducting its business and performing administrative and related services for Members and/or Client are confidential and proprietary to, and a valuable trade secret of, Administrator and/or PBM and that any disclosure or unauthorized use - that is, any use other than to evaluate Administrator's performance under this Agreement - will cause irreparable harm and damage to Administrator and/or PBM. Client shall not, directly or indirectly, release or disclose or otherwise use or attempt to use any patient-specific prescription information, trade secrets, proprietary software and technical processing, financial, pricing or other confidential information of Administrator and/or PBM obtained by Client from Administrator and/or PBM (regardless of the reason such information was provided or obtained) to any other party or for the benefit of any other party without the prior written consent of Administrator and/or PBM, which consent may be withheld by Administrator and/or PBM in their sole and absolute discretion.

E. Client expressly represents and warrants that (i) it has provided notice to its employees and their dependents regarding participation in the Plan and Client's disclosure or anticipated disclosure of employee or dependent confidential information to Administrator in connection with the Plan and applicable law, and (ii) it has obtained all required consents and/or other approvals or authorizations (either in writing or through opt-out procedures) from each Primary Member or, if applicable, each dependent Member or other applicable party, regarding such disclosures to Administrator for purposes of this Agreement and the services provided to Client and Members hereunder, and relating to the use and disclosure of information by Administrator or other applicable parties, including without limitation PHI under HIPAA as permitted under this Agreement or as otherwise reasonably necessary to effect and/or carry out the purposes and intent of this Agreement and the services to be performed and rendered by Administrator, PBM, Client or other applicable third parties with respect to this Agreement. Further, to the extent applicable, Client hereby authorizes PBM to contract with pharmaceutical companies for Rebates as a group purchasing organization for the Plan. PBM and/or Administrator may use, disclose, reproduce or adapt information obtained in connection with this Agreement, including Prescription Drug Claims as well as eligibility information, which is not identifiable on a Member basis. PBM and/or Administrator shall maintain the confidentiality of this information to the extent required by applicable law and may not use the information in any way prohibited by applicable law.

F. Should Client identify erroneous, mistaken or incorrect Prescription Drug Claims payments made by Administrator, refunds in the amount of any such erroneous Prescription Drug Claims payments to Client shall be made by Administrator within 30 days after the Claim has been reprocessed, following receipt by Administrator of written notice from Client identifying such errors and providing reasonable documentation to support them. Client acknowledges, covenants and agrees that such refunds made by Administrator as provided in this Article III.F shall be the sole and exclusive remedy of Client and any Member against Administrator, its Representatives or any third party (including PBM) resulting from any such erroneous, mistaken or incorrect Prescription Drug Claims payments made by or to Administrator, and Client further covenants and agrees to hold harmless and indemnify Administrator and its Representatives for any Losses beyond such refunds claimed by any party from Administrator. The Parties acknowledge that Administrator may seek to recover any overpayments from the Members, the providers of service or any other party unjustly enriched as a result of such overpayments at any time after notice or awareness of any such error.

G. Without limiting the generality or scope of any other provision of this Agreement, Administrator shall not be held responsible or liable for any performance standard or obligation required of it hereunder if Client (or Client's designee(s)) or any Member fails to provide Administrator with accurate, timely and complete information as necessary and/or required to meet any such performance standard or obligation under this Agreement or otherwise.

ARTICLE IV – FINANCIAL ARRANGEMENT

A. Administrator will invoice Client every two (2) weeks for the applicable Fees payable for the previous two (2) weeks. Administrator will invoice Client for the Transaction Fees, as applicable and regardless of the amount of Prescription Drug Claims activity, if any. All invoices will be due and payable 7 days from receipt by Client and shall in no event be received by Administrator later than the due date stated in the invoice. Refer to Article V, below, for rules applicable to late payment of invoices. Client shall not (and acknowledges that it shall not) have any right to offset any disputed amounts or amounts due and/or payable or purported to be due and/or payable from Administrator and/or PBM from any payments of Client except as specifically approved in writing by Administrator.

B. Administrator may charge Client administration fees (a) per Member-employee per calendar month payable on a monthly basis, and/or (b) per Prescription Drug Claim made by Members payable on a bi-monthly basis (collectively, the "Transaction Fees"). The Transaction Fees to be paid by Client to Administrator under this Agreement are as specified in the Client Application.

C. Client acknowledges and understands that PBM, through its contractual arrangement with Administrator, guarantees certain Rebates as set forth in the Client Application. The Parties further acknowledge and understand that no Rebates or similar discounts or payments will be paid to the Parties with respect to any Prescription Drug Claims reimbursed on a unit basis by Medicaid agencies or other federal or state healthcare programs.

D. Client acknowledges and is aware that Administrator, pursuant to its contractual agreement with PBM, is paid by PBM an administrative services credit payment per mail and retail Prescription Drug Claim administered by Administrator on behalf of each Member in the Plan (the "PBM Service Credit"); and (b) may also receive from PBM a one-time per Member implementation and marketing credit payment designed to reimburse Administrator for actual expenses and out-of-pocket costs incurred by Administrator to market and implement PBM products and services and transition Client (and its Members) to PBM's benefit offerings (the "Implementation Credit"). It shall be Administrator's responsibility to obtain and collect such PBM Service Credit and the Implementation Credit directly from PBM and Client shall have no responsibility (payment or otherwise) with respect to such credit due to Administrator. The Parties acknowledge and agree that (1) Administrator shall be responsible for any and all transition and implementation costs it incurs (exclusive of any Implementation Credit received by it as described above) with respect to the marketing and transition of Client (and its Members) to benefit offerings administered by Administrator for Client, and (2) Client shall be responsible for any and all transition and implementation costs it incurs with respect to the transition and implementation of such benefit offerings. To the extent applicable to the Parties, it is the Parties' intention that, for purposes of the Federal Anti-Kickback Statute and any required government reporting, the PBM Service Credit and Implementation Credit shall constitute and shall be treated by Administrator and Client as a discount against the price of drugs within the meaning of 42 U.S.C. § 1320a-7b(b)(3)(A). By executing this Agreement, each of Administrator and Client hereby agrees that the PBM Service Credit and any Implementation Credit shall be so treated and reported, as and to the extent applicable to each such Party.

E. Client acknowledges that Administrator may, in its sole discretion, compensate brokers and/or third-party consultants from monies received or due to be received by Administrator.

F. Client expressly acknowledges, agrees, understands and confirms that (i) Administrator receives or may receive fees, Rebates, commissions, payments and other remuneration from and through various sources, including Client and PBM, (ii) Administrator has disclosed to Client herein that it receives or may receive such fees, Rebates, commissions, payments and other remuneration from such sources, and (iii) upon reasonable advance written request by Client through its authorized Representative, Administrator agrees, if required to do so by applicable law, to provide Client with any additional information or data within Administrator's possession or control, including without limitation specific payment or financial information, relating to this Agreement and the terms hereof, both in connection with the execution of this Agreement by the Parties as of the Effective Date and thereafter during the Term of this Agreement, whether or not in connection with any filing with respect to Client's Plan or otherwise required of Client or the Plan under applicable law, provided that such information will be made available by Administrator at mutually convenient

and reasonable times, intervals and places and at no out-of-pocket cost or expense to Administrator. In the event any information requested by Client pursuant to sub-section (iii) of this Article IV.F is subject to an obligation or covenant of confidentiality, Administrator agrees to exercise commercially reasonable efforts (provided, however, that such efforts shall not require Administrator to incur any out-of-pocket cost or expense) to obtain permission or consent to disclose to Client any such information in Administrator's possession and/or control, subject to Client's execution of a confidentiality agreement with Administrator and any other applicable party in a form reasonably acceptable to Administrator and any such other applicable party. Administrator may pay Client's benefit advisor a service fee which may be in the form of a commission, marketing fee, incentive or other allowance. Notwithstanding any provision of this Agreement to the contrary, Administrator shall only be responsible for payment of Rebates to Client pursuant to the terms of this Agreement if such Rebates are actually received by Administrator during the Term of this Agreement. In no event shall Administrator be obligated to pay Rebates to Client until Administrator receives payment for the same Rebates from PBM. In the event Client terminates the Agreement outside the terms and conditions in the Agreement, Client forfeits the right to receive any Rebates received by Administrator on Client's behalf after the date of such termination. Client acknowledges that Administrator shall not be obligated to pay Client any Rebates described herein until this Agreement is signed by Client.

ARTICLE V – LATE PAYMENT

A. If the Fees for Prescription Drug Claims, the Transaction Fees or any other applicable payments specified or provided for in this Agreement are not paid by Client and received by Administrator by the due date of the applicable invoice, then Client shall pay Administrator a service charge equal to five percent (5%) (or the maximum amount allowable under applicable law if such amount is less than 5%) of all then past due amounts. In addition to such service charge, any past due amounts (inclusive of service charges) will incur interest beginning on the due date and continuing thereafter until fully paid at a rate of ten percent (10%) per annum (or the maximum amount allowable under applicable law if such amount is less than ten percent (10%)).

B. Furthermore, if payment of the Fees for Prescription Drug Claims, the Transaction Fees or any other applicable payments payable by Client are not received by the due date of the applicable invoice, Administrator may, at its option, cease or suspend the provision of administrative services provided by Administrator under this Agreement, and deactivate all prescription drug cards issued to the Members. Consult Article VI for Administrator's option and right to terminate this Agreement at any time if Client fails to make full and timely payment of such charges and fees (including any applicable service charges and interest) to Administrator.

C. If at any time Administrator reasonably determines that Client may have difficulty meeting its financial commitments under this Agreement, Administrator may request from Client financial information, reasonable assurances, or both, satisfactory to Administrator as to Client's ability to timely and fully meet its commitments and responsibilities hereunder. Such assurances may include, without limitation, Administrator requiring Client to make a deposit in such amount reasonably sufficient in Administrator's judgment to secure Client's payment obligations. If Client provides Administrator with such a deposit, Administrator may apply the deposit to past due balances and shall return the remaining deposit, if any, after the termination of this Agreement and the payment of all amounts payable to Administrator hereunder. Any deposit made by Client hereunder shall not be deemed a Plan asset.

D. Administrator's failure to charge or collect a service charge and/or interest from Client shall not waive or otherwise limit in any respect any future right of Administrator under this Agreement to charge or collect a service charge and/or interest from Client.

ARTICLE VI – TERM AND TERMINATION

A. The initial term of this Agreement shall commence on the Effective Date and shall continue in effect, unless sooner terminated as provided herein, for a period of one (1) year after the Effective Date (the "Initial Term"). Unless either Party gives the other Party written notice of its intention to terminate (given in the manner prescribed in Article VIII.B below) at least ninety (90) days in advance of the expiration of then applicable Initial Term or Renewal Term (as the case may be), the Term of this Agreement shall automatically renew and extend for additional one (1) year renewal terms (each, a "Renewal Term") without any additional act on the

part of either Party (unless sooner terminated as provided herein and subject to the consequences of any such termination). Administrator may terminate this Agreement at any time if its contractual arrangement with PBM terminates by giving at least ninety (90) days prior written notice of the termination of this Agreement to Client.

B. Either Party may terminate this Agreement upon written notice to the other Party if, as a result of any change in law, the rights or obligations of the requesting Party would be materially and adversely affected. Any such termination shall be effective on the day immediately preceding the effective date of such change in law, subject to the provisions of immediately following sentence. Notwithstanding the foregoing sentence, the Parties hereby agree to use prompt, good faith efforts to renegotiate the terms of this Agreement. If the Parties successfully conclude such negotiations prior to the effective date of the change in law, this Agreement shall not terminate and shall be amended to reflect the negotiated terms mutually agreed upon by the Parties. In the event the Parties are unable to successfully conclude and reach mutual agreement through such good faith negotiations, this Agreement shall terminate as provided above and herein.

C. On and after the date of termination of this Agreement, Administrator shall be obligated to complete such administrative services provided for in this Agreement as have been commenced prior to the date of termination. Therefore, Prescription Drug Claims incurred or reported after the date of termination are the sole responsibility of Client and are not the responsibility of Administrator. Furthermore, termination of this Agreement shall not relieve Client of its obligation to pay Administrator for any outstanding Prescription Drug Claims, charges, fees (including without limitation any applicable service charges), interest and reasonable collection costs and attorneys' fees incurred by Administrator associated with such collections. Upon termination of this Agreement, Administrator shall not have any obligation to transition Claims files and/or histories (or other information prior to such information being scrubbed of PBM's or Administrator's confidential, proprietary or trade secret information) to the extent that they contain PBM and/or Administrator cost, pricing and/or other proprietary, financial information to Client's new prescription benefit manager or any other third party. With respect to any files requested by Client or its new prescription benefit manager, any associated charges shall be the responsibility of Client.

D. Administrator may, in its sole and absolute discretion, suspend performance or terminate this Agreement at any time without giving any advance notice, written or otherwise, to Client (or to any other party) and without penalty or liability for any Losses if (1) Client fails to make timely payment of the Fees for Prescription Drug Claims, the Transaction Fees or any other applicable payments owed to Administrator in accordance with the terms and conditions of this Agreement or, if requested, does not provide a deposit to Administrator as provided in Article V.C above, (2) Client makes an assignment for the benefit of creditors, (3) Client is the subject of a voluntary or involuntary petition for bankruptcy or is adjudicated insolvent or bankrupt, or (4) a receiver or trustee is appointed for any portion of Client's property.

E. Termination of this Agreement shall not terminate either Party's rights and obligations under Article III.C, Article III.D, Article IV (Financial Arrangement), Article V (Late Payment), Article VI.C, Article VII (Indemnification), Article VIII.B (Notices), Article VIII.C (Applicable Law; Venue; Consent to Jurisdiction), Article VIII.D (Entire Agreement; Construction), Article VIII.F (Relationship of the Parties), Article VIII.I (Confidential and Proprietary Information), Article IX (ERISA, COBRA & HIPAA Duties) and the Client Application (as amended, if applicable), and all such rights and obligations shall expressly survive any such termination.

ARTICLE VII – INDEMNIFICATION

A. Except as otherwise provided in this Agreement, Client and Administrator agree to hold harmless and to indemnify each other and each other's Representatives from and against any Losses arising out of or related to the indemnifying Party's breach or violation of this Agreement.

B. Client acknowledges that: (1) Administrator and its Representatives do not bear any liability for Losses under the Plan; (2) Administrator and its Representatives neither insure nor underwrite the liability of Client under the Plan; and (3) Administrator's execution of this Agreement shall not be deemed as the assumption by

Administrator or its Representatives of any responsibilities, obligations or duties other than those required of Administrator pursuant to the express terms and conditions of this Agreement.

C. Client further agrees to hold harmless and to indemnify Administrator and its Representatives from and against all Losses arising out of or in connection with (1) Client's default in the performance of any duty, requirement or obligation of Client under this Agreement, the Plan or otherwise owed to Client's employees and their dependents (whether or not in relation to this Agreement or the Plan), (2) the acts or omissions of any Representative of Client (whether or not in relation to this Agreement or the Plan) or (3) any representations, warranties, covenants or statements, whether written, oral or otherwise, made by Client to its Representatives and/or their dependents.

D. Each Party's liability to the other Party and its Representatives hereunder shall not exceed the actual proximate Losses caused by or arising from the indemnifying Party's breach or violation of, or failure to perform, any term or provision of this Agreement. In no event whatsoever shall either Party or any of its Representatives be liable for any indirect, special, incidental, consequential, exemplary or punitive damages (in each case, to the fullest extent that such damages may be waived by contract under applicable law), or any damages for lost profits relating to a relationship with a third party, however caused or arising, whether or not they have been informed of the possibility of their occurrence.

ARTICLE VIII – GENERAL PROVISIONS

A. **Changes in Agreement**. This Agreement may be amended at any time, without prior notice to any Member, by mutual written agreement executed by Administrator (through its duly authorized Representative) and Client (through its duly authorized Representative). No employee, agent or other Representative of Administrator is authorized to amend or vary the terms and conditions of this Agreement or to make any agreement or promise not specifically contained herein or to waive any provision hereof other than by the means prescribed above in this Article VIII.A.

B. **Notices**. Any notices to be given hereunder shall be deemed sufficiently given when in writing and (1) actually delivered to the Party to be notified or (2) placed in an envelope directed to the Party to be notified at the following addresses and deposited in the United States mail by certified or registered mail, postage prepaid:

If to Administrator at:	RxBenefits, Inc. Attn: Legal 3700 Colonnade Parkway, Suite 600 Birmingham, AL 35243
If to Client at:	Montgomery County Commission Attn: P.O. Box 1667 Montgomery, Alabama 36102

Such addresses may be changed by either Party by written notice as to the new notice address given to the other Party as provided in this Article VIII.B. Client shall act as agent of its employees (and such employees' dependents, as and whenever applicable) to receive all notices to them hereunder and to notify the employees and their participating dependents affected thereby. It also shall be the responsibility of Client to notify all employees (and their dependents) of the expiration or termination of this Agreement by a Party pursuant to Article VI or otherwise. In the case of changes in, or termination of, the Agreement, notice to or by Client shall be deemed to constitute notice to all employees of Client and their dependents, and no further notice need be given by Administrator to any employee or dependent in order to effectuate any change in, or termination of, this Agreement or the benefits or coverage provided for herein or made available hereby.

C. **Applicable Law; Venue; Consent to Jurisdiction**. This Agreement shall be governed by, and construed and interpreted in accordance with, the internal laws of the State of Alabama without regard to conflicts of law principles thereof. If a dispute arises out of or relates to this agreement or its breach, the parties shall endeavor

to settle the dispute first through direct discussion and negotiations. If the dispute cannot be settled through direct discussions or negotiations, the parties shall endeavor to settle the dispute by non-binding mediation. The location of the mediation shall be Montgomery, Alabama. Either party may terminate the mediation at any time after the session, but the decision to terminate must be delivered in person to the other party and the mediator. Engaging in mediation is a condition precedent to any other form of binding dispute resolution. If the parties cannot agree on a mutual resolution then any disputes not resolved by mediation shall be decided in the Circuit Court of Montgomery County, Alabama and governed by the laws of the State of Alabama.

D. **Entire Agreement; Construction**.

1. This Agreement (as defined in Article I (Certain Definitions)) constitutes the entire agreement and understanding of the Parties and supersedes any prior oral or written communication between the Parties with respect to the subject matter hereof. All Recitals to this Agreement set forth above and all Exhibits attached hereto are hereby incorporated into and made a part of this Agreement.

2. In the event any provision of this Agreement shall be determined invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather this Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions and the rights and obligations of the Parties shall be construed and enforced accordingly; provided, that if the invalidation or unenforceability of such provision(s) shall, in the reasonable, good faith opinion of either Party, have a material adverse effect on such Party's rights or obligations under this Agreement, then the Agreement may be terminated by such Party upon thirty (30) days advance written notice by such Party to the other Party.

3. The Parties hereto agree that no provisions of this Agreement or any related document shall be construed for or against or interpreted to the advantage or disadvantage of any Party hereto by any court or otherwise by reason of any Party's having or being deemed to have structured or drafted such provision, each Party hereby expressly acknowledging its participation and/or its right and ability to participate, in the structuring and drafting hereof. The Parties further acknowledge that: (i) this Agreement is the product of good faith, arm's length negotiations between them; (ii) such Parties possess substantially equal bargaining power; and (iii) each Party has had the opportunity to obtain the advice of legal counsel regarding the negotiations and execution of this Agreement.

4. This Agreement is not a third-party beneficiary contract, nor shall this Agreement create (or be construed or deemed to create) any rights or remedies, whether legal, equitable or otherwise, on behalf of Members or any other third parties as against Administrator.

5. This Agreement is not a contract of insurance and Administrator is not an insurer or underwriter of Client's liability under, or with respect to, the Plan. Except as otherwise provided in this Agreement, Client has and will retain the ultimate responsibility for payment of Prescription Drug Claims and other expenses under the Plan.

6. The article and section headings contained in this Agreement are solely for the purpose of reference, are not part of the agreement of the parties and shall not in any way affect the meaning or interpretation of this Agreement.

E. **Authority; Counterparts**. Each signatory to this Agreement represents and warrants that he/she has full corporate or company authority to sign this Agreement on behalf of his/her respective Party and to legally bind and obligate such Party by so signing. Additionally, upon such signature by such authorized signatory(ies) of Client in each signature block of this Agreement (and the Client Application and the Business Associate Agreement made a part of this Agreement), Client represents, warrants, covenants and agrees that it has the necessary power and authority, corporate, company or otherwise (and that all necessary action has been taken for Client), to enter into this Agreement and such other agreements and to consummate the transactions provided for herein and therein. This Agreement (including the exhibits hereto) may be executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which

shall constitute one and the same instrument. Facsimile signatures or signatures transmitted by electronic mail shall be deemed to be original signatures for all purposes.

F. **Relationship of the Parties**.

1. Administrator and Client are, and shall at all times be, solely independent contractors. Neither Party nor its Representatives is, nor shall such Party or its Representatives be construed to be, by any Party to this Agreement or by any third party, an employee, joint venturer, partner, principal, agent, master, servant, fiduciary or other Representative of the other Party. Neither Party is authorized to assume or create any obligations, duties or liabilities, express or implied, on behalf of or in the name of the other Party, except as otherwise expressly provided to the contrary in this Agreement. Furthermore, Client acknowledges, agrees and understands that Administrator, on the one hand, and PBM and any other contracting parties of Administrator, on the other hand, are unaffiliated entities and independent parties who are solely independent contractors of one another.

2. Client acknowledges that: (i) Client shall be responsible, in its sole discretion, for the selection of any consultants or experts to provide advice to Client as to liabilities under the Plan or duties or obligations of the Plan or Client under applicable law or otherwise; and (ii) Client is not contracting hereunder with Administrator for the provision of any such advice by Administrator. To the contrary, the Parties expressly acknowledge that Administrator will not provide such advice to Client, and that neither Party has any obligation or responsibility to advise the other Party about such other Party's compliance or noncompliance with any law, regulation, statute, rule or otherwise (including without limitation under ERISA, the Internal Revenue Code, the Public Health Services Act and/or any regulation with respect to the any of the foregoing).

3. Client expressly acknowledges and agrees that: (i) Administrator is not (nor shall it be deemed to be at any time) a "fiduciary" for any purpose under ERISA, the Internal Revenue Code and/or the Public Health Services Act (and any regulations thereunder), applicable state law, common law or otherwise; (ii) Administrator is not (nor shall it be deemed to be at any time) the administrator of the Plan for any purpose; (iii) Client (and not Administrator) possesses and expressly retains at all times during this Agreement and thereafter the sole and absolute authority and responsibility to design, amend, terminate, modify, in whole or in part, all or any portion of the Plan, including without limitation the sole and absolute authority to control and administer the Plan and any assets of the Plan, and such authority and responsibility cannot be delegated to Administrator; and (iv) Client (and not Administrator) has complete discretionary, binding and final authority to construe the terms of the Plan, to interpret ambiguous Plan language, to make factual determinations regarding the payment of Prescription Drug Claims or provision of benefits, to review denied Prescription Drug Claims and to resolve complaints by Members.

G. **Compliance with Laws; Force Majeure**.

1. Each Party hereby certifies and shall perform its duties and obligations under this Agreement in a manner that complies with all federal, state, local and other laws and regulations applicable to such Party and its performance hereunder, including without limitation the federal anti-kickback statute set forth at 42 U.S.C. § 1320a-7b(b) ("Anti-Kickback Statute"), the Public Contracts Anti-Kickback Statute, and/or the federal "Stark Law" set forth at 42 U.S.C. § 1395nn ("Stark Law"), as and to the extent applicable to each such Party. Each Party is responsible for obtaining its own legal advice concerning its compliance with applicable laws. If Administrator's performance of its duties and obligations under this Agreement is made materially more burdensome or expensive due to a change in federal, state or local laws or regulations or the interpretation or enforcement thereof, the Parties shall, at the option of Administrator, negotiate promptly and in good faith an appropriate adjustment to the fees, costs, expenses and/or charges paid to Administrator hereunder or other amendment to this Agreement reasonably necessary in light of the change in law or regulation or the interpretation or enforcement thereof. If the Parties cannot agree on such adjusted amounts or amended terms, then either Party may terminate this Agreement upon thirty (30) days prior written notice to the other Party.

2. Neither PBM nor Administrator shall be obligated at any time to provide the prescription drug benefit and related services identified in this Agreement to Client or Client's Members if Client or, if applicable, Members, are located in a state requiring a prescription benefit manager to be a fiduciary to Client or Members, in any capacity, contrary to or inconsistent with the terms and conditions specifically identified in this Agreement. In the event any state law or regulation requires PBM or Administrator to be a fiduciary to Client or a Member contrary to or inconsistent with the terms and conditions identified in this Agreement, Administrator may elect not to provide such prescription drug benefit and related services identified in this Agreement to the impacted Members upon thirty (30) days prior written notice to Client.

3. Each Party, upon giving prompt written notice thereof to the other Party, shall not be liable for delay or failure to perform hereunder, if such delay or failure is due to a cause or causes beyond the reasonable control of such Party (a "Force Majeure Event"). For purposes of this Agreement, a Force Majeure Event may include, but shall not be limited to, acts of God or the public enemy, fire, flood, storms, explosion, earthquake, war, terrorism, malicious mischief, accident, transportation tie-up, riot or civil insurrection, embargo, boycott, lock-out, strike or labor disturbance, slowdown or labor stoppage of any kind or act of any government, foreign or domestic. Each Party shall have the option, but not the obligation, to terminate this Agreement in its entirety if the other Party fails to perform any material obligation of this Agreement because of the occurrence of a Force Majeure Event and either (i) the other Party does not cure such breach within thirty (30) days after the occurrence of the Force Majeure Event, or (ii) such failure is not reasonably subject to cure within such period. The non-breaching Party must provide written notice of termination to the breaching Party.

H. **Access to Information; Audit Rights; Government Agency Submitted Claims**.

1. Administrator and Client will allow each other reasonable access at reasonable times to administrative information relating to this Agreement and the Parties' respective duties, obligations and benefits described herein, upon the giving of reasonable advance notice by the requesting Party (subject to any limitations with respect to information that is not in the possession or control of Administrator or is otherwise subject to a covenant of confidentiality in favor of a third party). The requesting Party agrees to execute a confidentiality agreement in form and content satisfactory to the disclosing Party as a condition precedent to being permitted such access to such information.

2. Client, or a mutually acceptable independent, third party auditor retained by Client, may conduct, with at least sixty (60) days prior written notice and at Client's sole cost and expense, an annual Prescription Drug Claims audit of Administrator's data that directly relates to Prescription Drug Claims billings for the prior Agreement year. The scope and manner of such a Prescription Drug Claims audit (including applicable guidelines and timelines) shall be as reasonably determined by Administrator and communicated to Client sufficiently in advance of any such audit. Client agrees that it will execute (and shall cause any mutually acceptable independent, third party auditor taking part in any such audit to execute) a confidentiality agreement in form and content reasonably acceptable to Administrator prior to conducting any such audit. Any request by Client to permit an auditor to perform an audit will constitute Client's direction and authorization to Administrator to disclose PHI to auditor. In the event of an audit by a mutually acceptable independent third party, Administrator and Client shall be provided with a copy of any proposed audit report or other written materials documenting such audit and Administrator will have a reasonable opportunity to comment on any such report or written materials documenting such audit before such are finalized. Upon finalization of audit results and agreement between Client and Administrator on any identified adjustments or discrepancies, if any, the period under review will be considered closed by the Parties and such agreed upon adjustment payments, if any, shall be paid by the appropriate party within thirty (30) days of execution by the Parties of an appropriate release document covering the audit period. Client acknowledges that it shall not be entitled to audit documents that Administrator is barred from disclosing by applicable law or pursuant to an obligation of confidentiality to a third party or that are not under the direction or control of Administrator. Administrator will make 100% of claims available to the Client or a mutually acceptable third party retained by Client to audit the processing contract.

3. Client acknowledges that government agencies, including without limitation federal and state governmental payors, may seek eligibility or similar data from Administrator or PBM regarding Members and may submit to Administrator or PBM claims for reimbursement for prescription drug benefits provided to such government agencies (or their agents) to Members ("Government Claims"). Client authorizes (a) Administrator and PBM to provide such data as requested by government agencies, including without limitation federal and state governmental payors, and/or their authorized agents and (b) Administrator and/or PBM to process such Government Claims. Client acknowledges that Administrator may advance payment for Government Claims on behalf of Client during the Term of this Agreement. Client shall reimburse Administrator, in accordance with Client's payment obligations under this Agreement, for all amounts advanced by Administrator for payment of Government Claims. Client acknowledges that Government Claims submitted by or on behalf of a state Medicaid Agency or other governmental payor shall be paid by or on behalf of Client if submitted within three (3) years from the original date of fill unless a longer period is required by applicable law. In addition, Government Claims submitted by or on behalf of a state Medicaid agency or other governmental payor may not be denied on the basis of the format of the Government Claim or failure to present proper documentation at the point-of-sale. Client shall also reimburse Administrator for any adjustments or reconciliations to previously processed Government Claims that may be payable to government agencies in accordance with applicable laws and regulations. The administrative fee for processing Government Claims shall be invoiced at the paper submitted claim rate already agreed to by the Parties or as otherwise agreed upon in writing by Administrator and Client. Administrator reserves the right to (a) terminate these services upon ninety (90) days prior notice to Client or (b) delegate these services to a third party claims processor other than PBM. Notwithstanding any provision of this Agreement to the contrary, Client acknowledges and agrees that Client shall be solely responsible for processing and making payment of any Government Claims applicable to Client and its Members received after the effective date of the termination or expiration of this Agreement.

I. **Confidential and Proprietary Information.**

1. The term "Confidential Information" includes, but is not limited to, this Agreement or any information of either Client or Administrator (including without limitation its designees) disclosed or made available before the Effective Date, now or in the future (whether oral, written, electronic, visual or fixed in any tangible medium of expression) relating to either party's services, operations, systems, programs, inventions, techniques, suppliers, customers and prospective customers, contractors, costs and pricing data, trade secrets, know-how, processes, plans, designs and other information of or relating to either party's business. Confidential Information does not include Protected Health Information, the use and disclosure of which is governed by Article IX.C (including Exhibit B) of this Agreement. Without limiting the foregoing in any way, Client acknowledges and agrees, for itself and its Representatives, that the following financial fields constitute Confidential Information of Administrator for purposes of this Agreement and shall not be disclosed by Client to any third parties without the express, prior written consent of Administrator: (a) total AWP; (b) ingredient cost; (c) dispensing fees; (d) drug cost; (e) patient amount paid; (f) total amount paid; (g) sales tax; (h) U&C charges; (i) specialty indicator; and (j) brand/generic indicator.

2. Administrator and Client shall not disclose or make use of any Confidential Information except as permitted under this Agreement without the prior written consent of the non-disclosing party, which consent may be conditioned upon the execution of a confidentiality agreement. Each party may disclose Confidential Information of the other party only to its authorized Representatives 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) with respect to Representatives, have agreed in writing not to disclose it to others and to treat it in accordance with the requirements of this Section. Administrator or Client, as applicable, shall be responsible to the other Party for any breach of this Agreement by its respective Representatives.

3. The foregoing shall not apply to such Confidential Information to the extent: (i) the information is or becomes generally available or known to the public through no fault of the receiving party; (ii) the information was already known by or available to the receiving party prior to the disclosure by the other party on a non-confidential basis; (iii) the information is subsequently disclosed to the receiving party by a third party who is not under any obligation of confidentiality to the disclosing party; (iv) the information has already been or is hereafter independently acquired or developed by the receiving party without violating any confidentiality agreement or other similar obligation; or (v) the information is required to be disclosed pursuant to a court order. Except in accordance with the requirements of this Article VIII.I.3, neither Party nor its Representatives may disclose, or permit to be disclosed, Confidential Information of the other party as an expert witness in any proceeding, or in response to a request for information by oral questions, interrogatories, document requests, subpoena, civil investigative demand, formal or informal investigation by any government agency, judicial process or otherwise. If either Party, or any of its respective Representatives, is requested to disclose the Confidential Information of the other party for any of the reasons described in the preceding sentence such Party shall give prompt prior written notice to the other Party to allow the other party to seek an appropriate protective order or modification of any requested disclosure. The receiving party agrees to reasonably cooperate with the disclosing party in any action by the disclosing party to obtain a protective order or other appropriate remedy. If the receiving party is ultimately legally compelled to disclose such Confidential Information, the receiving party shall disclose only the minimum required pursuant to and in order to comply with the court order or other legal compulsion.

4. Without limiting any other rights and remedies available under this Agreement or otherwise, any unauthorized disclosure or use of Confidential Information would cause Administrator or Client, as applicable, immediate and irreparable injury or loss that may not be adequately compensated with money damages. Accordingly, if either Party fails to comply with this Article VIII.I, the other Party will be entitled to seek to obtain specific performance including immediate issuance of a temporary restraining order or preliminary injunction enforcing this Agreement, and to judgment for Losses caused by the breach, and to seek to obtain any other remedies provided by law or in equity.

5. The confidentiality provisions of this Agreement supersede any and all prior oral or written communication(s) or agreement(s) of the Parties with respect to the confidential information of either Party, including, but not limited to, any mutual nondisclosure agreement between or among the Parties and/or Client's broker or consultant.

J. **Assignment.** Neither party may assign this Agreement without the prior written consent of the other party, provided such consent will not be unreasonably withheld. However, Administrator may assign this Agreement or delegate the duties to be performed by or behalf of Administrator under this Agreement without the consent of Client as part of the sale of all, or substantially all, of the assets of Administrator or similar sale or disposition of Administrator that would, upon consummation, be deemed to constitute an assignment of this Agreement under applicable law.

K. **Disclosure of Information to Third Parties**. Client acknowledges, understands and agrees that it may be necessary or desirable for Administrator to disclose information obtained from, provided by or otherwise regarding or relating to Client, Client's Plan, and/or Client's employees and Members (excluding any information that constitutes PHI under HIPAA) to certain vendors, consultants, brokers or other third parties in connection with Administrator's services, duties and/or obligations rendered by, or required of, Administrator under this Agreement or otherwise relating to its performance hereunder.

ARTICLE IX – ERISA, COBRA AND HIPAA DUTIES

A. **ERISA**. If Client's offering of the Prescription Drug Program provided for in this Agreement constitutes part of a "welfare plan" within the meaning of Section 3(1) of the ERISA, it is understood and agreed that the duties of Client and Administrator are as follows:

1. Plan and Summary Description: It shall be the duty of Client (and not the duty of Administrator) to furnish any Plan, summary plan description or summary of material modifications to Members and beneficiaries as required by ERISA and any regulations under it. It shall be the duty of Administrator to provide Client, upon request, with a summary of benefits available under the Plan for use in conjunction with the summary plan description and summary of material modifications.

2. Annual and Summary Annual Reports: It shall be the duty of Client to furnish any annual reports to participants and/or governmental agencies as required by ERISA, the Internal Revenue Code and any regulations thereunder. It shall be the duty of Administrator to send to Client, upon Client's reasonable request, such information which Administrator has within its possession as will permit Client to make the annual reports. It shall be the duty of Client to provide the Members with summary annual reports as required by ERISA and any regulations under it.

3. Plan Administrator: It is expressly understood and agreed by the Parties to this Agreement that any and all duties assigned by ERISA and any regulations thereunder to the Plan Administrator including, but not limited to, those duties specified in the Plan shall be deemed for purposes of this Agreement as duties of Client and not those of Administrator.

B. **Continuation Coverage**. It is also expressly understood and agreed by the Parties to this Agreement that the compliance with continuation coverage requirements imposed on group health plans by ERISA, the Internal Revenue Code and the Public Health Service Act (including the regulations thereunder) shall be the sole obligation of Client under this Agreement and not the obligation of Administrator. Further, Administrator will not accept payment directly from any employee or former employee (or dependent of such employee or former employee) that is eligible for continuation coverage under the Plan. It shall be the responsibility of Client (and not Administrator), or such other third party administrator handling the group health plan of which the Prescription Drug Program is a part, to collect the premiums due from the employee or former employee (or dependent of such employee or former employee) for continuation coverage and to satisfy any and all other COBRA duties and responsibilities relating thereto.

C. **HIPAA and Privacy and Security.**

1. Client shall be solely responsible for any and all duties and responsibilities applicable to Client under HIPAA and similar state law that may apply to the Prescription Drug Program offered under this Agreement at any time, including but not limited to those provisions applicable to Client relating to portability, non-discrimination, privacy and security. The Parties will cause a HIPAA Business Associate Agreement in the form attached hereto as Exhibit B.

2. Prescription Drug Claims, as well as eligibility information, which is de-identified in accordance with HIPAA and other applicable law, and which is not identifiable on a Member basis, may be used, disclosed, reproduced, adapted or sold by PBM and/or Administrator. Such de-identified data may be provided to nationally recognized data integration firms to support appropriate administration of PBM's drug management programs as this benchmarking data enables PBM to compare against other drug population sets and seek to improve programs and services for clients or otherwise.

IN WITNESS WHEREOF, Administrator and Client have caused this Agreement to be executed and delivered by their respective authorized Representatives as of the Effective Date.

Client:
Montgomery County Commission

By: _____

Printed Name: _____

Its: _____

Administrator:
RxBenefits, Inc.

By: _____

Printed Name: Lauren Simmons

Its: Sr. Director of Compliance & Legal Affairs

[*Exhibit A (Client Application) Follows*]

EXHIBIT A

CLIENT APPLICATION

January 1, 2021

[IMPORTANT – PLEASE READ CAREFULLY: Client should complete Section A and carefully review this Exhibit A, which has been completed by Administrator, in order to ensure the accuracy and completeness of such information. Client shall promptly notify Administrator of any inaccuracy or omission with respect to such terms and conditions, if applicable (including, without limitation, the Client Information in Section A).]

A. INFORMATION ABOUT CLIENT

Client Name: Montgomery County Commission	**HR/Primary Contact:**	**Phone:**
Mail Address: P.O. Box 1667	**HR Contact Email:**	**Fax:** _____
City/State/Zip: Montgomery, Alabama 36102	**Billing Contact:**	**Phone:**
Main Phone:	**Billing Contact Email:**	**Fax:** _____
Send Invoices and Confidential Standard Reports to:		
Authorized Website Users of Client (User's Name and E-mail Address): _____ _____ _____		

*** Note: Client may add or delete Authorized Website Users by providing written notice of such changes to Administrator pursuant to the notice provisions of Article VIII.B of the Agreement.**

B. PLAN DESIGN; MEMBER COST SHARE

Member Cost Share:

Please see current Summary of Benefits.

Client represents and warrants that the design of Client's Plan as reflected in a Plan Design document for Client ("PDD"), accurately reflects the applicable terms of Client's Plan for purposes of this Agreement. Client shall provide Administrator with ninety (90) days prior written notice of any proposed changes to the design of Client's Plan (including the PDD), which changes shall be consistent with the scope and nature of the services to be provided by Administrator under this Agreement. Client agrees that it is responsible for Losses resulting from any failure to implement Plan Design changes which are not communicated in writing to Administrator. In addition, Client shall notify Members of any Plan Design changes prior to the effective date of any such changes.

C. SERVICES; FORMULARY; PRICING GUARANTEES.

1. Base Administrative Services: The following services are the base administrative services made available

to Client and its Members pursuant to the Agreement (including this Exhibit A) (the "Base Administrative Services"), as applicable:

- Administration of eligibility submitted via tape or telecommunication
- Eligibility maintenance
- Client support system for on-line access to current eligibility
- Administration of Client's Plan Design
- In-network claims adjudication via on-line claims adjudication system
- Designated Account Team
- Client clinical and plan consulting, analysis and cost projections
- Annual analysis of program utilization and impact of plan design and managed care interventions
- Welcome Package and ID Cards for new Members
- Standard Member communications
- Toll-free telephone access to customer service for the program for use by Members and Client's benefits personnel and Representatives

2. **Additional Administrative Services:** Client will pay for additional administrative services (the "Additional Administrative Services") beyond those included in the Base Administrative Services that are requested by Client and provided or made available by Administrator under the program as follows:

2.1 Administrative Fees

Administrative Services	Fees
Transaction Fees Payable for Administrative Services (per Article IV.B of the Agreement)	**$0.65 per Prescription Drug Claim** made by Members payable on a bi-monthly basis
Transaction Fees Payable for Administrator's Clinical Advantage Program (individual prices listed in table below)	**$1.45 per claim maximum**, may vary depending on final elections
Manufacturer Copay Assistance Programs	**Fees**
• Out of Pocket Protection (Accumulation)	No Charge / Not Elected
• Out of Pocket Protection + Variable Copay Assistance Program	No Charge / Not Elected
• SaveOnSP	$0.40 per claim minimum / Not Elected
• Out of Pocket Protection + SaveOnSP	$0.40 per claim minimum / Not Elected
Reviews and Appeals Management	
• Low Clinical Value Exclusions (LCV)	$0.30 per claim / Not Elected
• High Dollar Claim Review (HDCR)	$0.75 per claim / Not Elected
Initial Determinations (i.e. coverage reviews) and Level One Non-Urgent Appeals for the Coverage Authorization Program, consisting of: Prior Authorization Step Therapy Drug Quantity Management	Included in the existing utilization management PMPM charge **OR** Included in the existing PA charge of $55 per initial determination* **OR** No Charge if Client elects HDCR
Initial Determinations and Level One Non-Urgent Appeals for benefit reviews. Examples: copay review, plan excluded drug coverage review, administrative plan design review.	$55 per initial determination **OR** No Charge if Client elects HDCR
Additional Reviews for Initial Determinations (*only applicable if client does not elect HDCR*): Additional review that require obtaining and reviewing medical records/chart notes by a provider, including but not limited to, a nurse or pharmacist	$70.00 per review (incremental to initial determination fees above)
Final and Binding Appeals – Level Two Appeals and/or Urgent Appeals for UM, formulary, and benefit reviews.	$10.00 per review***** **OR** No Charge if Client elects HDCR
External Reviews by Independent Review Organizations - for non-grandfathered plans	$800 per review **OR** No Charge if Client elects HDCR

The following terms and conditions apply only if client does not elect HDCR:

* Initial determination – this is the first review of drug coverage based on the plan's conditions of coverage. Initial determinations are also referred to as initial reviews, coverage reviews, prior authorization reviews, UM reviews, or benefit reviews.

- The Level 2 and Urgent Appeal Service is an optional service for Clients to enroll in and there is an incremental fee of $10 per initial determination.
- Level 2 and Urgent Appeals are not included in the UM package fees.
- The Level 2 and Urgent Appeal Service fee is not charged per appeal. It is charged for each initial review. This allows Client to better estimate their appeal costs since it is based on the number of initial determinations. The fees cover the legal and operational costs involved with handling final and binding appeal reviews, which includes, but is not limited to the following: staffing of clinical professionals and supportive personnel, notifications to patients and prescribers, and maintaining a process aligned with state and Federal regulations.

- Charges for the Level 2 and Urgent Appeal Service are billed on the monthly admin invoice for completed initial determination for UM, formulary, and benefit reviews. No subsequent charges are incurred when cases are appealed.
- Appeals can be deemed urgent at Level 1 or Level 2. Urgent appeal decisions are final and binding. If a Level 1 Appeal is processed as urgent, there is no Level 2 appeal.

PBM Services	Fees
Advanced Utilization Management (AUM Bundle)	**$0.75** / PMPM
Member-submitted paper claims processing fee Medicaid subrogation claims fee	$3.00 per claim $3.00 per claim
Opioid Program	$0.32 / PMPM (If Elected)
ACA Statin "Trend Management" Program	$0.03 / PMPM (If Elected)
Combined Benefit Management	
Services to manage combined medical-pharmacy benefits that are not a consumer-directed health (CDH) plan. Services include ongoing management of the data exchange platform with the medical vendor/TPA, production monitoring and quality control, and designated operations team. Combined benefit types may include deductible, out of pocket, spending account, and lifetime maximum.	$0.10 PMPM per combined accumulator up to maximum of $0.20 PMPM for existing connection with medical carrier or TPA. Fees to establish connection with new medical carrier or TPA are quoted upon request.
Network Pharmacy Services	
Network Pharmacy Audit Program	20% of audit recoveries

Comprehensive Consumer Driven Health (CDH) Solution	
Technical Bi-directional data exchange; dedicated operations; 24-hour a day, seven-days a week monitoring and quality control; performance reporting; and analytics Decision Support Dedicated CDH member services, Prescription Benefit Review Statements, Retail Pricing Transparency Member Adherence ScreenRx Preventive Medications Member Education Proactive, personalized member communications open enrollment tools and member communications library, robust online features, and preventive care proactive, personalized member communications	$0.48 PMPM *these charges would be in addition to any pricing adjustments if greater than ten percent of Client's total utilization for all Plans is attributable to a CDHC.
Medicare Part D – Retiree Drug Subsidy (RDS)	
Part D subsidy enhanced service (ESI sends reports to CMS on behalf of Client) (i) Notice of Creditable Coverage	$1.12 PMPM for Medicare-qualified Members with a minimum annual fee of $7,500 $1.35/letter + postage
Part D Subsidy standard service (ESI sends reports to Client) A. Notice of Creditable Coverage	$0.62 PMPM for Medicare-qualified Members with a minimum annual fee of $5,000 $1.35/letter + postage
Electronic Pharmacy Benefit Eligibility Verification	
Eligibility confirmation of pharmacy benefit coverage shared with prescribers and other healthcare professionals through their Electronic Medical Records (EMR) or other digital channels. Pass-through charge to Sponsor at ESI's preferred rate with data switch such as Surescripts.	

PBM Services – No Additional Fee	
Customer service for Members	Electronic claims processing
Electronic/on-line eligibility submission	Plan setup
Standard coordination of benefits (COB) (reject for primary carrier)	Software training for access to our on-line system(s)
FSA eligibility feeds	
A. Network Pharmacy Services	
Pharmacy help desk	Pharmacy reimbursement
Pharmacy network management	Network development (upon request)
B. Home Delivery Services	
Benefit education	Prescription delivery – standard
Reporting Services	
Web-based client reporting –	Annual Strategic Account Plan report
Ad-hoc desktop parametric reports	Billing reports
Claims detail extract file electronic (NCPDP format)	Inquiry access to claims processing system
Load 12 months claims history for clinical reports and reporting	
Website Services	
Express-Scripts.com for Members — access to benefit, drug, health and wellness information; prescription ordering capability; and customer service	
Implementation Package and Member Communications	
• New Member packets (includes two standard resin ID cards) • Member replacement cards printed via web (For hard-copy cards, charges are passed through from the PBM)	Implementation support
Clinical	
Concurrent Drug Utilization Review (DUR) Overrides a. Sponsor-requested overrides b. Lost/stolen overrides c. Vacation supplies	No Charge

2.2 Administrator Clinical Programs

- If elected, the ***Low Clinical Value ("LCV")*** exclusion option prevents unnecessary spending by removing LCV medications from the formulary without impact to client rebates while providing equal or more effective medicines at a lower cost. LCV medications are drugs that treat common conditions that do not provide any additional or superior therapeutic value when compared to currently existing therapies already in the marketplace. These medications are excluded in addition to any products that would normally be excluded by PBM Formulary. This exclusion occurs without affecting rebate minimum guarantees or contracted discount rates. Administrator reserves the right to amend, from time to time, the list of low clinical value medications. The list of low clinical value medications may be updated quarterly. Client may request a current list of LCV medications.
- If elected, Administrator's ***High Dollar Claim Review program ("HDCR")***, will provide Client with umbrella protection against high-cost prescription claims for approved formulary drugs. Prescription claims over the threshold dollar amount are flagged prior to payment and reviewed for clinical appropriateness. This additional level of clinical oversight protects against unnecessary spending, saving clients money and providing improved visibility into claim

reviews, decision processes, and cost savings. The following may apply:

- RxBenefits manages the clinical review process for high dollar claims, providing oversight of the process. We communicate trends and savings results to clients through detailed reporting and analytics;
- Review turnaround time is dependent on prescriber activity and whether additional information is required. If additional information is required, the reviewer will attempt to contact physician at least once daily for three days; direct contact with the prescriber will discontinue after the third day. The majority of reviews are completed with a disposition within 24 to 72 hours;
- Following a clinical review, one of four actions will occur: the medication is ***approved***, the medication claim is ***denied***, the doctor may decide to ***withdraw*** and prescribe a different medication, or the reviewer can ***dismiss*** the claim due to lack of communication from the prescriber; or
- If denied, an appeal process is available.

- The appeal process:
  - If an initial review is denied, the Member may appeal the decision to have a different pharmacist reviewer evaluate the prior authorization.
  - If the denial is upheld upon first appeal, a second appeal may be made, which is completed in consultation with a peer physician reviewer from an Independent Review Organization.
  - If the denial is again upheld upon second appeal, a final appeal for a Federal External Review completed by an Independent Review Organization may be made.
  - If the denial is upheld by the final review, the appeal process has been exhausted and the decision is final and binding.

- ***Foundational Utilization Management***. UM is a bundling of evidence-based clinical programs commonly used to provide appropriate clinical oversight of prescription drug claims. UM ensures the correct clinical evaluation processes are in place. Appropriate QL promotes FDA-approved dispensing guidelines by ensuring appropriate quantities are dispensed. ST ensures the most clinically appropriate item is used first as part of adhering to accepted guidelines. When faced with two similar agents, the lowest cost option is promoted first. PA ensure FDA-approved guidelines with respect to indications are being met. Utilizing the PBM or customized criteria, RxBenefits has carved out the QL/ST exception review process as well as all specialty and non-specialty PA reviews to be independently reviewed and documented utilizing a documentation system that allows for ease of auditing through increased visibility of clinical decisions. This component requires that a client elect a standard Utilization Management Programs promoted by Administrator. NOTE: Must have HDCR component in place to elect this component. The following may apply:
  - Review turnaround time is dependent on prescriber activity and whether additional information is required. If additional information is required, the reviewer will attempt to contact physician at least once daily for three days; direct contact with the prescriber will discontinue after the third day. The majority of reviews are completed with a disposition within 24 to 72 hours;
  - Following a clinical review, one of four actions will occur: the medication is ***approved***, the medication claim is ***denied***, the doctor may decide to ***withdraw*** and prescribe a different medication, or the reviewer can ***dismiss*** the claim due to lack of communication from the prescriber; or
  - If denied, an appeal process is available.

- If elected, PBM's ***Manufacturer Assistance Program for Specialty Medications ("MAP")***, consists of 1 or 2 components when available, dependent on the specific plan design: (1) Accumulator Protection using Manufacturer Copay assistance dollars to help lower member out-

of-pocket costs and client costs where funds are not applied to member deductible and member out-of-pocket maximum totals; and (2) Accumulator Protection Plus Variable Cost-Share, where plan changes can maximize available assistance funds to offset plan costs and cover the members' cost-share but does not apply to their deductible and out-of-pocket maximum, yielding high savings potential, or Therapeutic Interchange Programs where the specialty pharmacy will move members to preferred agents in order to allow the usage of copay assistance funds from manufacturers. Requires exclusive specialty pharmacy relationship.

- If elected, the **SaveOnSP program** is a benefit design change implemented by PBM in conjunction with a third-party vendor, SaveOnSP. Within the SaveOnSP program, certain specialty medications are classified as non-essential health benefits. This means that any funds spent on these drugs no longer apply to the members' accumulators. In addition, the targeted drugs are assigned higher copays. In all cases, SaveonSP helps the member coordinate manufacturer-sponsored copay assistance. SaveOnSP targets drugs in six of the top ten specialty categories.

- If elected, PBM's **Advanced Opioid Management℠ program** reaches out to physicians, pharmacists and patients at key touchpoints to minimize early exposure to opioids and to prevent patients from progressing to overuse and abuse. Patients will be required to start therapy with no more than a 7-day supply of short-acting medications (with certain exceptions). Member Education will start at the first fill. Doctors will be notified at the point of care when specific signs of misuse and abuse are observed.

3. **Pricing Terms.** The financial terms set forth are conditioned on such exclusive arrangement and all other specified conditions set forth in Exhibit A of the Agreement. Client will pay to Administrator the amounts set forth below, net of applicable Copayments. The application of Brand Drug and Generic Drug pricing below may be subject to certain "dispensed as written" (DAW) protocols and Client defined plan design and coverage policies for adjudication and Member Copayment purposes. Sales or excise tax or other governmental surcharge, if any, will be the responsibility of Client.

Members will always pay based on the logic below:

- Retail: Lowest of (i) the U&C price, (ii) Plan copayments/coinsurance, or (iii) discounted AWP (including MAC price, when MAC pricing is applicable).

- Mail Order: Lower of (i) Plan copayments/coinsurance or (ii) discounted AWP (including MAC price, when MAC pricing is applicable).

- If no adjudication rates are specified herein, each claim will be adjudicated to Client at the applicable ingredient cost and will be reconciled to the applicable guarantee as set forth herein. The discounted ingredient cost will be the lesser of MAC (as applicable), U&C or the applicable AWP discount. Claims dispensed at ESI Mail Pharmacy will be adjudicated to Client at the applicable ingredient cost and will be reconciled to the applicable guarantee as set forth herein.

3.1 Pricing.

(a) Ingredient Cost. Administrator will offer an average aggregate annual discount as reflected below on Client utilization to be calculated as follows. The pricing below will be implemented as of the Addendum Effective Date. The pricing below will be guaranteed upon the start of Client's Renewal Term (as described in Article VI(A) of the Agreement) that begins on or after the Addendum Effective Date.

[1-(total discounted AWP ingredient cost (including any retrospective pharmacy payments) but excluding dispensing fees and ancillary charges, and prior to application of Copayments) of applicable Prescription Drug Claims for the annual period divided by total undiscounted AWP ingredient cost (both amounts will be calculated as of the date of adjudication) for the annual period)]. Discounted ingredient cost will be the lesser of MAC (as applicable), U&C or AWP discount.

Notwithstanding anything herein to the contrary: (i) a Prescription Drug Claim that processes at the Brand rates (Participating Pharmacy Reimbursement Rates) and (Mail Pharmacy Reimbursement Rates), as indicated on the ingredient cost field of the Prescription Drug Claim's data record, shall be reconciled as part of the Brand guarantee below; and (ii) a Prescription Drug Claim that processes at the Generic Drug rates (Participating Pharmacy Reimbursement Rates) and (Mail Pharmacy Reimbursement Rates) above, as indicated on the ingredient cost field of the Prescription Drug Claim's data record, shall be reconciled as part of the Generic Drug guarantee below. The only Prescription Drug Claims that may be excluded from the reconciliation of the pricing guarantees are as identified in the "Claims Excluded" column of the table below in addition to claims dispensed in Puerto Rico, Guam, Northern Mariana Islands, Virgin Islands, Hawaii, Massachusetts, Alaska, and rural pharmacies. All other Prescription Drug Claims may be included in the reconciliation of the guarantees.

PARTICIPATING PHARMACY	
BRAND	AWP – 19.25%
GENERIC	AWP – 84.00%
RETAIL MAINTENANCE NETWORK (84-90 DAYS' SUPPLY)	
BRAND	AWP – 21.75%
GENERIC	AWP – 84.00%
MAIL SERVICE PHARMACY	
BRAND	AWP – 25.00%
GENERIC	AWP – 87.00%

Claims Excluded: OTC, compounds, U&C claims, Member Submitted Claims, Subrogation Claims, Coordination of Benefit Claims, Exclusive and Limited Distribution Products/Claims, vaccines, Specialty Products (other than specialty guarantee) and/or claims with a high-dollar undiscounted AWP value, biosimilar products (other than Specialty Product guarantee, if applicable), long term care pharmacy claims and/or claims with ancillary charges and products filled through in-house or 340b pharmacies (if applicable)

(b) Dispensing Fee. ESI will guarantee an average aggregate annual per Prescription Drug Claim dispensing fee on Client utilization to be calculated as follows:

[total dispensing fee of applicable Prescription Drug Claims for the annual period divided by total of applicable Prescription Drug Claims for the annual period which will represent the same underlying claims dataset used to calculate the "Ingredient Cost Guarantee" of this Exhibit A]. Dispensing fees will be calculated using the lesser of MAC (as applicable), U&C or AWP discount adjudication methodology.

PARTICIPATING PHARMACY	
BRAND	$0.50 dispensing fee
GENERIC	$0.50 dispensing fee
RETAIL MAINTENANCE NETWORK (84-90 DAYS' SUPPLY)	
BRAND	$0.50 dispensing fee
GENERIC	$0.50 dispensing fee
MAIL SERVICE PHARMACY	
BRAND	$0.00 dispensing fee
GENERIC	$0.00 dispensing fee

Claims Excluded: OTC, compounds, U&C claims, Member Submitted Claims, Subrogation Claims, Coordination of Benefit Claims, Exclusive and Limited Distribution Products/Claims, vaccines, Specialty Products (other than specialty guarantee) and/or claims with a high-dollar undiscounted AWP value, biosimilar products (other than Specialty Product guarantee, if applicable), long term care pharmacy claims and/or claims with ancillary charges and products filled through in-house or 340b pharmacies (if applicable).

Dispensing Fees are inclusive of shipping and handling. If carrier rates (i.e., U.S. mail and/or applicable commercial courier services) increase during the Term of this Agreement, the Dispensing Fee guarantees will be increased to reflect such increase(s).

Guarantees will be measured and reconciled on an annual basis within 180 days of the end of each Contract Year. The guarantees are annual guarantees - if this Agreement is terminated prior to the completion of the then current contract year (hereinafter, a "Partial Contract Year"), then the guarantees will not apply for such Partial Contract Year. To the extent Client changes its benefit design or Formulary during the Term of the Agreement, the guarantee will be equitably adjusted if there is a material impact on the discount achieved. Subject to the remaining terms of this Agreement, Administrator will pay the difference of Client's cost for any shortfall between the actual result and the guaranteed result. Guarantees for pricing components are measured and reconciled in the aggregate across all pricing components. Any dollar savings generated in excess of one component may be used to offset a short fall for any other component.

Notwithstanding anything in this Agreement to the contrary, the Generic average annual ingredient cost discount guarantees set forth above will include only those Prescription Drug Claims that processed to Client for payment where the underlying prescription drug product was identified by Medi-Span as having a Multi-Source Indicator code identifier of "Y" on the date dispensed (or was identified by Medi-Span as having a Multi-Source Indicator identifier of an "M," "N," or "O" on the date dispensed, but was substituted and dispensed by the Mail Service Pharmacy as its "house generic"), unless such Prescription Drug Claim is otherwise excluded above. The Brand average annual ingredient discount guarantees set forth above will include only those Prescription Drug Claims that processed to Client for payment where the underlying prescription drug product was identified by Medi-Span as having a Multi-Source Indicator code identifier of "M", "N", or "O" on the date dispensed (except in cases where the underlying prescription drug product was substituted and dispensed by the Mail Service Pharmacy as its "house generic"), unless such Prescription Drug Claim is otherwise excluded above. The application of brand and generic pricing may be subject to certain "dispensed as written" (DAW) protocols and Client or Plan defined plan design and coverage policies for adjudication and Member Copayment purposes. If Medi-Span discontinues reporting Multi-Source Indicator identifiers, Administrator reserves the right to make an equitable adjustment as necessary to maintain the parties' relative economics and the pricing intent of this Agreement. Notwithstanding anything in this Agreement to the contrary, any rebate guarantees set forth in this Agreement will be reconciled using ESI's proprietary brand/generic algorithm.

Any claim that is considered a single source generic will be included in the generic reconciliation.

3.2 Specialty Products

(a) Exclusive Care. ESI Specialty Pharmacy is the exclusive provider of Specialty Products for the reimbursement rates shown on the Exclusive ESI Specialty Pharmacy Specialty Product List. Any Specialty Product dispensed at a Participating Pharmacy (for example, limited distribution products not then available through ESI Specialty Pharmacy or overrides) will be reimbursed at the standard Participating Pharmacy Specialty Product rates shown below. Upon ESI Specialty Pharmacy acquisition of limited distribution products, Members will obtain prescriptions through ESI Specialty Pharmacy.

	Ingredient Cost	Dispensing Fee*
Exclusive ESI Specialty Pharmacy	See Exclusive Specialty Product List	$0.00
Participating Pharmacy Specialty Products	Participating Pharmacy Specialty Product List	$0.50

* Dispensing Fees are inclusive of shipping and handling. If carrier rates (i.e., U.S. mail and/or applicable commercial courier services) increase during the Term of this Agreement, the Dispensing Fee guarantees will be increased to reflect such increase(s).

(b) ASES. For Specialty Products needing an additional charge to cover costs of all ASES required to administer the Specialty Products, Administrator, ESI or ESI Specialty Pharmacy will bill at the following standard per diem and nursing fee rates set forth below, maintained and updated by ESI from time to time. Client shall be responsible for the costs of all ASES.

Therapeutic Class	Brand Name	Nursing & Per Diem
Immune Deficiency	All Immune Deficiency Drugs requiring Per Diem	$60.00 / Infusion
Enzyme Deficiency	All Enzyme Deficiency Drugs required Per Diem	$60.00 / Infusion
Miscellaneous Specialty Conditions	Duopa	$65.00 / Day
Miscellaneous Specialty Conditions	Soliris	$60.00 Infusion
PAH	Flolan, Veletri, Epoprostenol Sodium (generic-Flolan/Veletri), and Remodulin	$65.00 / Day
PAH	Ventavis	$65.00 / Day
PAH	Tyvaso	$30.00 / Day
Inflammatory Conditions	Remicade	$60.00 / Infusion
Alpha 1 Deficiency	All Alpha 1 Deficiency Drugs requiring Per Diem	$55.00/Infusion
Nursing Rates	All drugs / therapies requiring nursing	$150.00 per initial visit up to two (2) hours/$75.00 per additional hour or a fraction thereof

(c) Specialty Products will be excluded from the non-specialty price guarantees set forth in the Agreement. In no event will the Mail Service Pharmacy or Participating Pharmacy pricing terms specified in the Agreement, including, but not limited to, the annual average ingredient cost discount guarantees, apply to Specialty Products.

(d) Unless otherwise set forth in an agreement directly between ESI Specialty Pharmacy and Client, if a Specialty Product dispensed or ASES provided by ESI Specialty Pharmacy is billed to Client directly by ESI Specialty Pharmacy instead of being processed through ESI and Administrator, Client agrees to timely pay ESI Specialty Pharmacy for such claim pursuant to the rates above and within thirty (30) days of Client's, or its designee's, receipt of such electronic or paper claim from ESI Specialty Pharmacy. ESI Specialty Pharmacy shall have 360 days from the date of service to submit such electronic or paper claim.

(e) **SPECIALTY NET EFFECTIVE DISCOUNT GUARANTEE** - Administrator guarantees that the overall annual net effective discount for the products listed on the Specialty Products List will be at least AWP (-) minus 20.50% for Client (excluding limited distribution products). Within one hundred and eighty (180) days following the end of each Contract Year, ESI will calculate the actual net effective discount for the products listed on the Specialty Products List that were dispensed through the mail order channel to determine if the guarantee has been met. If the actual overall net effective discount is less than the guaranteed net effective discount Administrator will reimburse Client the full dollar amount of the difference between the actual and guaranteed net effective discounts. Client will retain any amount that the actual net effective discount exceeds the guaranteed net effective discount. The calculation for the actual net effective discount will be as follows: ((Total Ingredient Cost for the products listed on the Specialty Products List) divided by (Total AWP for the products listed on the Specialty Products List)) minus 1. This guarantee is contingent on Client's participation in the National Preferred Formulary or Basic Formulary and an exclusive specialty arrangement.

3.3 Vaccine Claims (NO VACCINE CLAIMS WILL BE INCLUDED IN ANY PRICING OR REBATE GUARANTEE SET FORTH IN THE AGREEMENT).

(a) General Terms applicable to Vaccine Claims

1. "Vaccine Claim" means a claim for a Covered Drug which is a vaccine.
2. "Vaccine Vendor Transaction Fee" means the data interchange fee that ESI is charged by its third party vendor to convert Vaccine Claims submitted electronically by physicians to NCPDP 5.1 format in order for ESI to process the claim.
3. Vaccine Claims shall adjudicate at the lower of U&C or the amounts shown in the table below. In the case of Vaccine Claims, the U&C shall be the retail price charged by a Participating Pharmacy for the particular vaccine, including administration and dispensing fees, in a cash transaction on the date the vaccine is dispensed as reported to ESI by the Participating Pharmacy.
4. The Vaccine Administration Fee for Vaccine Claims for Members enrolled in Client's Medicaid programs, if any, will be capped at the maximum reimbursable amount under the state Medicaid program in which the Member is enrolled.
5. All Vaccine Claims will be subject to any Administrative Fees set forth in the Agreement.
6. Vaccine Claims will be charged a program fee of $2.50 per Vaccine Claim (except for Medicare Part D covered Vaccine Claims, if applicable). The Vaccine Program Fee will be billed separately to Client as part of the administrative invoice according to the billing frequency set forth in this Agreement.

(b) Commercial (Including Medicaid and Exchange, if applicable)

	Participating Pharmacy INFLUENZA	Participating Pharmacy ALL OTHER VACCINES	Member Submitted Vaccine Claims (excluding foreign claims)
Vaccine Administration Fee	Pass-Through (capped at $15 per vaccine claim)	Pass-Through (capped at $20 per vaccine claim)	Submitted amount
Ingredient Cost	Participating Pharmacy Ingredient Cost as set forth in the Agreement	Participating Pharmacy Ingredient Cost as set forth in the Agreement	Submitted amount
Dispensing Fee	Participating Pharmacy Dispensing Fee as set forth in the Agreement	Participating Pharmacy Dispensing Fee as set forth in the Agreement	Submitted amount
Administrative Fee/Vaccine Claim	Administrative Fee per Prescription Drug Claim as set forth in the Agreement		Administrative Fee per Prescription Drug Claim (plus manual claim administrative fee) as set forth in the Agreement
Vaccine Program Fee	$2.50 per vaccine claim		N/A

(c) Medicare Part D Covered Vaccine Claims: Medicare Part D Vaccine Claims shall adjudicate at the lower of U&C or the amounts shown in the table below.

	Participating Pharmacies/ESI Mail Pharmacy/ESI Specialty Pharmacy	Member Submitted Vaccine Claims (excluding foreign claims)	Vaccine Claims Submitted Electronically by Physicians
Vaccine Administration Fee	Pass-Through (capped at $20 per Vaccine Claim)	Lower of submitted amount or pharmacy contracted rate (capped at $20.00 if administered at a Participating Pharmacy)	Pass-Through (capped at $20 per Vaccine Claim)
Ingredient Cost	Pass-Through	Lower of submitted amount or pharmacy contracted rate	Pass-Through
Dispensing Fee	Pass-Through	Lower of submitted amount or pharmacy contracted rate	Pass-Through
Vendor Transaction Fee	N/A	N/A	Pass through at ESI cost for Vendor Transaction Fee (currently $3.75, subject to change)

D. REBATES

1. **Rebate Amounts**. Subject to: (i) the conditions set forth in Sections 2 through 4 below and elsewhere in this Agreement; and (ii) Client meeting the Plan Design conditions identified in the table below, the following guaranteed amounts will be payable to Client during the Term of this Agreement:

REBATES PER BRAND Rx	FORMULARY: ESI NATIONAL PREFERRED
NATIONAL PLUS NETWORK	$189.00 per Brand claim
RETAIL MAINTENANCE NETWORK (84-90 DAYS' SUPPLY)	$449.00 per Brand claim
HOME DELIVERY PRODUCTS	$542.00 per Brand claim
SPECIALTY PRODUCTS	$1,500.00 per Brand claim

(1) The Extended Days' Supply pricing set forth in this Agreement shall be subject to certain requirements, as follows. Extended Days' Supply shall mean; (1) for all lines of business other than Medicare or EGWP, any supply of a covered drug of 84 days or greater; and (2) for Medicare or EGWP, if applicable, any supply of a covered drug of 35 days or greater. Certain Participating Pharmacies have agreed to participate in the extended (84 – 90) day supply network ("Maintenance Network") for maintenance drugs. Rebate Amounts in the 84 – 90 Days' Supply column in the table set forth above are applicable only if Client implements a plan design that requires Members to fill such days' supply at a Maintenance Network Participating Pharmacy (i.e., Client must implement a plan design whereby Members who fill extended days' supply prescriptions at a Participating Pharmacy other than a Maintenance Network Participating Pharmacy do not receive benefit coverage under the Plan for such prescription). If no such plan design is implemented, Rebate Amounts for such days' supply will be the same as for Prescription Drug Claims for less than an 84 days' supply, and Rebate Amounts for an 84 – 90 days' supply in the table set forth above shall not apply, even if a Maintenance Network Participating Pharmacy is used.

OR – IF SMART 90 WAG OR CVS, USE THIS FOOTNOTE AND ADDITIONAL DESCRIPTION:

(1) The Extended Days' Supply pricing set forth in this Agreement shall be subject to certain requirements, as follows. Extended Days' Supply shall mean; (1) for all lines of business other than Medicare or EGWP, any supply of a covered drug of 84 days or greater; and (2) for Medicare or EGWP, if applicable, any supply of a covered drug of 35 days or greater.

Smart90 Walgreens Network

Certain participating pharmacies have agreed to participate, together with the Mail Service Pharmacy, in the Express Scripts' "Smart90 Walgreens Network" extended (84-90) days' supply network for maintenance drugs (such participating pharmacies and the Mail Service Pharmacy are hereinafter collectively referred to as "Express Scripts' Smart90 Walgreens Network"). Pricing in the 84-90 Days' Supply column in the table set forth above is applicable only if Client implements a plan design that requires members: (i) to fill maintenance drugs (based on Express Scripts' standard list of identified maintenance drugs) in extended (84-90) days' supply quantities only (i.e., no 30 day fills except for initial courtesy fill(s)); and (ii) to fill such extended days' supply at either the Mail Service Pharmacy or a participating pharmacy in the Express Scripts Smart90 Walgreens Network (i.e., [Client] must implement a plan design whereby members who fill maintenance drugs for less than an extended (84-90) days' supply or who fill an extended (84-90) days' supply at a participating pharmacy other than an Express Scripts Smart90 Walgreens Network participating pharmacy do not receive benefit coverage under the Plan for such prescription). If no such plan design is implemented, the pricing for such days' supply will be the same as for prescription drug claims for less than an 84 days' supply, and pricing for an 84-90 days' supply in the table set forth above shall not apply, even if an Express Scripts Smart90 Walgreens Network participating pharmacy is used. The co-payment amount must also be level between the Smart90 Walgreens Network and the Express Scripts Mail Order Pharmacy.

Smart90® Walgreens is an innovative plan design that motivates members to fill 90-day supplies of their maintenance medications. Members have the choice to fill 90-day supplies through Express Scripts' home delivery pharmacy services or at Walgreens pharmacies. When members do so, plan savings increase due to more aggressively discounted pricing compared to non-preferred retail pharmacies.

How Smart90 Walgreens Works:

- Members obtain 90-day supply of maintenance prescriptions via home delivery from Express Scripts or at one of more than 8,000 Walgreen's pharmacies.
- Member pays the same 90-day copay whether filling through the Express Scripts Pharmacy or through one of the Walgreen's pharmacy locations
- Members who continue to fill 30-day supplies of maintenance medications or use a non-preferred pharmacy after two courtesy fills pay 100% of the prescription cost.

2. **Exclusions.** Member Submitted Claims, Subrogation Claims, Coordination of Benefit Claims, Exclusive and Limited Distribution Products, biosimilar products, OTC products (except for insulin and diabetic supplies), vaccines, claims older than 180 days, claims through Client-owned or 340b pharmacies, and claims pursuant to a 100% Member Copayment plan are not eligible for the guaranteed Rebate amounts set forth in Section 1 above.

3. **Rebate Payment Terms.** Subject to the conditions set forth herein, Administrator will receive from ESI the quarterly Rebate payments within approximately one hundred eighty (180) days following calendar quarter adjudicated for Rebates received during the prior calendar quarter. Administrator shall pay Client the guaranteed amounts set forth in Section 1 above within approximately thirty (30) days following receipt of the Rebate payments from ESI.

4. **Conditions**

4.1. ESI contracts with pharmaceutical manufacturers for Rebates on its own behalf and for its own

benefit, and not on behalf of Client. Accordingly, ESI retains all right, title and interest to any and all actual Rebates received from manufacturers. ESI will pay to Administrator (and Administrator shall pay to Client) amounts equal to the Rebate amounts allocated to Client, as specified above, from ESI's general assets (neither Client, its Members, nor Client's Plan retains any beneficial or proprietary interest in ESI's general assets). Client acknowledges and agrees that neither it, its Members, nor its Plan will have a right to interest on, or the time value of, any Rebate payments received by ESI during the collection period or moneys payable under this Section. No amounts for Rebates will be paid until this Agreement is executed by Client. ESI and Administrator will have the right to apply Client's allocated Rebate amount to unpaid Fees. ESI will retain Manufacturer Administrative Fees on Specialty Products.

4.2 ESI reserves the right to adjust the Rebate guarantees if Rebate revenue is materially decreased because Brand Drugs move off-patent to generic status or due to a Change in Law.

4.3 Client acknowledges that it may be eligible for Rebate amounts under this Agreement only so long as Client, its affiliates, or its agents do not contract directly or indirectly with anyone else for discounts, utilization limits, Rebates or other financial incentives on pharmaceutical products or formulary programs for Prescription Drug Claims processed by ESI pursuant to the Agreement, without the prior written consent of ESI. In the event that Client negotiates or arranges with a pharmaceutical manufacturer for Rebates or similar discounts for any Covered Drugs hereunder, but without limiting ESI's right to other remedies, ESI may immediately withhold any Rebate amounts earned by, but not yet paid to, Client as necessary to prevent duplicative Rebates on Covered Drugs. To the extent Client knowingly negotiates and/or contracts for discounts or Rebates on claims for Covered Drugs without prior written approval of ESI, such activity will be deemed to be a material breach of this Agreement, entitling ESI to suspend payment of Rebate amounts hereunder and to renegotiate the terms and conditions of this Agreement.

4.4 Under its Rebate program, ESI may implement ESI's Formulary management programs and controls, which may include, among other things, cost containment initiatives, and communications with Members, Participating Pharmacies, and/or physicians. ESI reserves the right to modify or replace such programs from time to time. Guaranteed Rebate amounts, if any, set forth herein, are conditioned on adherence to various Formulary management controls, benefit design requirements, claims volume, and other factors stated in the applicable pharmaceutical manufacturer agreements, as communicated by ESI to Client from time to time. If any government action, change in law or regulation, change in the interpretation of any law or regulation, or any action by a pharmaceutical manufacturer has an adverse effect on the availability of Rebates, then ESI and Administrator may make an adjustment to the Rebate terms and guaranteed Rebate amounts, if any, hereunder.

4.5 The Rebate guarantees set forth in this Agreement are based on current market share assumptions and benefit design. If Client's mix or utilization of drugs in the Hepatitis C or PCSK9 classes materially differ from the data provided to Administrator for the purposes of establishing pricing or from Client's historical mix and utilization, ESI and/or Administrator may equitably adjust the Rebate guarantees accordingly.

4.6 Rebate Acknowledgment; No Representation; Rebate Limitations. Client acknowledges that Administrator is not making any representation, warranty or guaranty of any kind or nature, either express, implied or otherwise, regarding the amount of Rebates to be paid or remitted to Client pursuant to this Agreement, except as specifically set forth in writing herein. In addition, Client waives, releases and forever discharges ESI and Administrator from any Losses arising from a pharmaceutical company's (a) failure to pay Rebates; (b) breach of an agreement related to Rebates; or (c) negligence or misconduct. Client acknowledges that whether and to what extent pharmaceutical companies are willing to provide Rebates to Client may depend upon a variety of factors, including the content of the PDL, the Plan's design features, Client meeting criteria for Rebates, and the extent of participation in ESI's formulary management programs, as well as ESI/Administrator receiving sufficient information regarding each Claim for submission to pharmaceutical companies for Rebates. Client acknowledges and agrees that ESI may, but shall not

be required to, initiate any collection action to collect any Rebates from a pharmaceutical company. In the event ESI does initiate collection action against a pharmaceutical company to collect Rebates, ESI may offset any reasonable costs, including reasonable attorneys' fees and expenses, arising from any such action. Notwithstanding any provision of this Agreement to the contrary, Administrator shall only be responsible for payment of Rebates to Client pursuant to the terms of this Agreement if such Rebates are actually received by Administrator during the Term of this Agreement. In no event shall Administrator be obligated to pay Rebates to Client until Administrator receives payment for the same Rebates from ESI. In the event Client terminates the Agreement outside the terms and conditions in the Agreement, Client forfeits the right to receive any Rebates received by Administrator on Client's behalf after the date of such termination. Client acknowledges that Administrator shall not be obligated to pay Client any Rebates described herein until this Agreement is signed by Client.

5. Rebate amounts paid to Client pursuant to this Agreement are intended to be treated as "discounts" pursuant to the federal anti-kickback statute set forth at 42 U.S.C. §1320a-7b and implementing regulations. Client is obligated if requested by the Secretary of the United States Department of Health and Human Services, or as otherwise required by applicable law, to report the Rebate amounts and to provide a copy of this notice. ESI will refrain from doing anything that would impede Client from meeting any such obligation.

6. **Plan Participant Cost Share.** Administrator may, but shall not be obligated to, dispense or cause to be dispensed a prescription even if the prescription is not accompanied by the applicable Plan Participant Cost Share described above in this Exhibit A. Administrator will refund any amount submitted by a Plan Participant in excess of the Plan Participant's applicable Plan Participant Cost Share. In the event a Plan Participant submits an insufficient Plan Participant Cost Share and the Plan Participant fails to remit the balance of the Plan Participant Cost Share amount to Administrator (or its designee) within thirty (30) days of Administrator's (or its designee's) request, then Administrator shall have the right to invoice Client for, and Client shall have an obligation to pay Administrator (or its designee), the amount of the uncollected Plan Participant Cost Share(s). Client shall, in turn, have the right to recover uncollected Plan Participant Cost Shares from its Plan Participants at Client's determination. Shipping of prescriptions submitted without the appropriate Plan Participant Cost Share may be delayed.

E. EXECUTION BY CLIENT

Client hereby represents and warrants that the information contained in Section A of this Client Application is true and correct in all respects and Client hereby agrees to the specific terms, conditions and financial arrangements set out in Sections B, C, D and E of this Client Application. Client agrees that if any information in Section A changes, Client will give Administrator prompt notice of such changes. Furthermore, Client understands that this Client Application (Exhibit A) is a part of the Administrative Services Agreement between Client and Administrator to which it is attached and incorporated into by reference and that Client is bound by all terms and conditions of such Administrative Services Agreement.

All capitalized terms used in this Client Application but not specifically defined herein shall have the meanings given to such terms in the Administrative Services Agreement to which this Client Application is attached and made a part of.

IN WITNESS WHEREOF, Client has caused this Client Application (Exhibit A to the Agreement) to be executed as of the Effective Date. In the event this Client Application is amended by the Parties after the Effective Date, the Parties may substitute such amended Client Application for the former Client Application, provided the Parties set forth the date from and after which such amended Client Application shall be effective (the "date" line at the bottom of the Administrator's acknowledgment signature block on an amended Client Application shall be such new effective date with respect to such amended Client Application). The Parties further agree that they will attach such amended Client Application to this Agreement and provide a copy of this Agreement with the amended Client Application (Exhibit A) to Administrator and Client for their respective records. Any such amended Client Application must be signed by Client's authorized representative and acknowledged, agreed to, accepted and dated by Administrator's authorized representative.

C**LIENT:**
Montgomery County Commission

By: _____

Printed Name: _____

Its: _____

Acknowledged, agreed to and accepted by:

ADMINISTRATOR:
RxBenefits, Inc.

By: _____

Printed Name: Lauren Simmons

Its: Sr. Director of Compliance & Legal Affairs

EXHIBIT B

BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT (this "Agreement"), by and between **Montgomery County Commission's Health Plan** (the "Plan") and **Montgomery County Commission** (the "Company") (the Plan and the Company are collectively referred to herein as the "Company"), and **RxBenefits, Inc.** (the "Business Associate"), is effective as of **January 1, 2021**.

RECITALS

WHEREAS, due to the services (the "Services") performed by the Business Associate with respect to the Plan, Protected Health Information ("PHI") and Electronic Protected Health Information subject to the Privacy Regulations and the Security Regulations, promulgated by the United States Department of Health and Human Services ("HHS") under the Health Insurance Portability and Accountability Act of 1996 (the "Regulations"), may be transmitted, created, received, and/or maintained; and

WHEREAS, to the extent required by the Regulations, the Business Associate and the Company desire to comply with the "Business Associate" requirements of the Regulations and to memorialize their agreements with respect to such compliance.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions set forth herein, and other good and valuable consideration, the receipt and adequacy of which hereby are acknowledged, the Business Associate and the Company agree as follows:

1. Definitions. Unless otherwise defined herein, capitalized terms shall have the same meanings as set forth in the Regulations.

2. Restrictions on Use and Disclosure of PHI. The Business Associate may Use PHI only to perform the permitted and required Uses and Disclosures as provided by this Agreement or as Required By Law. The Business Associate shall make reasonable efforts to limit PHI that is subject to this Agreement to the minimum amount that is necessary to accomplish the intended purpose of a required or permitted Use or Disclosure under this Agreement. To the extent practicable, Business Associate agrees that each use, disclose, or request of PHI shall be limited to PHI in a limited data set, as that term is defined at 45 C.F.R. § 164.514(e)(2). The Business Associate shall not Use or Disclose PHI received from the Company or any participant in the Plan in any manner that would constitute a violation of the Regulations if the Company made the same Use or Disclosure, except that the Business Associate may Use or Disclose such PHI for the Business Associate's proper management and administration and legal responsibilities.

The Business Associate may Disclose PHI for the purposes described in this Section 2 only in the following circumstances: such Disclosure is Required By Law; or the Business Associate obtains reasonable assurances from the person to whom the PHI is Disclosed that it will be held confidentially and Used or further Disclosed only as Required By Law or for the purpose for which it was Disclosed to the person, and the person agrees to notify the Business Associate of any instances of which it is aware in which the confidentiality of the PHI has been breached.

3. Agents and Subcontractors Bound by Agreement. If any agent or subcontractor of the Business Associate (other than the Business Associate's Workforce) will have access to PHI that is received from, or created or received by the Business Associate on behalf of the Company, then the Business Associate will enter into an agreement with such agent or subcontractor whereby the agent or subcontractor agrees to be bound by the terms of this Agreement with respect to PHI.

4. Safeguards for Protection of PHI; Report of Unauthorized Use or Disclosure. The Business Associate agrees that it will implement and use appropriate safeguards to prevent any Use or Disclosure of PHI in violation of this Agreement. The Business Associate agrees that it will report to the Company any Use or Disclosure of PHI, of which the Business Associate becomes aware, that is in violation of this Agreement. The Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a Use or Disclosure of PHI by the Business Associate in violation of this Agreement.

5. Cooperation by the Business Associate. The Business Associate agrees to cooperate with the Company in providing an accounting of Disclosures of PHI received under this Agreement as requested by an individual to whom it relates, except to the extent the Regulations provide otherwise. In the event that Business Associate uses or maintains an electronic health record, Business Associate agrees that such accounting shall include disclosures made to carry out treatment, payment, and health care operations through the use of such electronic health record. Upon receiving a request for an accounting of disclosures directly from an individual who has received an accounting of disclosures from Company, which provided a list of all business associates acting on behalf of the Plan, including Business Associate, Business Associate agrees to provide an accounting of its disclosures of PHI to such individual as required by the Privacy Regulations. In response to such a request from an individual, Business Associate may elect to provide either (i) an accounting of disclosures that includes disclosures of subcontractors and/or agents acting on behalf of Business Associate or (ii) an accounting of disclosures that are made by the Business Associate as well as a list of all subcontractors and/or agents acting on behalf of Business Associate, including contact information such as mailing address, phone, and email address. The Business Associate shall respond to requests from the Company for the information described in this Section 5 and make available such information to the Company within a reasonable period of time to enable the Company to timely respond to any request.

The Company agrees that the Business Associate will not maintain any Designated Record Sets on its behalf and that the Business Associate assumes no responsibility to respond to individuals' requests for access or amendments as provided in Sections 164.524 and 164.526 of the Regulations.

Business Associate agrees that the requirements of the Privacy Regulations shall be applicable to Business Associate in the performance of its obligations pursuant to the Agreement.

Business Associate agrees that it shall not directly or indirectly receive remuneration in exchange for any PHI, unless a valid authorization, as that term is defined at 45 C.F.R. § 164.508, is obtained or the purpose of the exchange meets one of the exceptions set forth in 45 C.F.R. 164.502(a)(5)(ii).

6. Documenting Disclosures. In order to cooperate with the Company in accordance with Section 5 above, the Business Associate agrees to document all Disclosures of PHI and information related to such Disclosures as would be required for the Company to respond to an individual's request for an accounting of Disclosures of PHI under Section 164.528 of the Regulations. Such documentation shall include: (a) the date of the Disclosure; (b) the name of the entity or person who received the PHI and, if known, the address of such entity or person; (c) a brief description of the PHI Disclosed; and (d) a brief statement of the purpose of the Disclosure (which would reasonably inform an individual of the basis for the Disclosure).

7. HHS. The Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of PHI received from or created or received by the Business Associate on behalf of the Company available to the Secretary of HHS for purposes of determining the Company's compliance with the Regulations. Notwithstanding this Section 7, no attorney-client privilege or other privilege shall be deemed waived by the Company or the Business Associate.

8. Termination. Company and Business Associate shall each have the right to immediately terminate this agreement upon the violation by the other of a material term of this Agreement or of the Regulations, including violations relating specifically to the permitted and required Uses and Disclosures of PHI by the Company or Business Associate; provided, however, that the breaching party shall be provided the opportunity to cure the breach to the satisfaction of the other within a reasonable period of time. If the beaching-party does not cure the default, the non-breaching party shall be entitled to terminate this Agreement or if it is not feasible to terminate this Agreement, report the problem to the Secretary of HHS.

Upon termination of this Agreement, the Business Associate and the Company agree to determine whether the return or destruction of PHI received from, or created or received by the Business Associate under this Agreement is feasible. If such return or destruction is mutually determined to be feasible, the Business Associate shall promptly return or destroy all such PHI received from or created or received by the Business Associate under this Agreement. If such return or destruction is mutually determined to not be feasible, the protections of this Agreement shall continue to apply to such PHI after termination (including the Business Associate's obligations in Section 5), and further Uses and Disclosures of such PHI shall be restricted to only those purposes that make the return or destruction of the information infeasible. If mutual agreement is not made as to the feasibility of any return or destruction of PHI, the parties agree to use mediation to resolve this issue.

9. Term of Agreement. The term of this Agreement shall be such period of time as the Business Associate is performing the Services. In the event that such Services are terminated, this Agreement also shall terminate, except that the provisions of Sections 8 and 15 shall survive any termination of this Agreement.

10. Notice. All written communications, demands, and notices between the parties hereto must be posted by first class mail, postage paid or express mail to the following addresses:

To the Business Associate:	To the Company:
RxBenefits, Inc. Attn: Legal 3700 Colonnade Parkway, Suite 600 Birmingham, AL 35243	Montgomery County Commission Attn: P.O. Box 1667 Montgomery, Alabama 36102

11. Entire Agreement. This Agreement supersedes all previous contracts and constitutes the entire agreement of whatever kind or nature existing between the parties with respect to the subject matter hereof, and no party shall be entitled to benefits other than those specified herein. As between the parties, no oral statement or prior written material not specifically incorporated herein shall be of any force and effect; and the parties specifically acknowledge that in entering into and executing this Agreement, the parties rely solely upon the representations and agreements contained in this Agreement and no others. This Agreement may be amended only by an instrument in writing executed by the parties hereto and may be supplemented only by documents delivered in accordance with the express terms hereof.

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

13. No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein or therein confer, upon any person other than the Company and the Business Associate and their respective successors or assigns in interest, any rights, remedies, obligations, or liabilities whatsoever.

14. Modification For Change in Law. Upon the occurrence of changes or amendments to the Regulations or other law that affect the legality of or any provision in this Agreement, the Company and the Business Associate agree to modify this Agreement to comport with such changes or amendments. Any such modification of this Agreement shall be in writing and signed by the Company and the Business Associate.

15. Indemnification. Each party to this Agreement hereby agrees to indemnify, defend, and hold harmless the other party (including, but not limited to, its directors, employees, officers, and agents) from and against any and all claims, causes of action, liabilities, damages, costs, or expenses (including, but not limited to, attorneys' fees) incurred by the party as a result of the other party's (or any party acting by or through the party) gross negligence or willful misconduct or failure to perform any of its duties or obligations under this Agreement.

16. Security. The Business Associate shall:

(a) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of the Company as required by the Regulations;

(b) Ensure that any agent, including any subcontractor, to whom the Business Associate provides such Electronic Protected Health Information agrees in writing to implement reasonable and appropriate safeguards to protect it;

(c) Report to the Company any security incident of which the Business Associate becomes aware; provided that the parties acknowledge that probes and reconnaissance scans are commonplace in electronic information systems and the parties therefore acknowledge and agree that, to the extent such probes and reconnaissance scans constitute security incidents under the Security Rule, this Section 16(c) constitutes notice to the Company of the ongoing existence and occurrence of such security incidents for which no additional notice shall be required. Probes and reconnaissance scans include, without limitation, pings and other broadcast attacks on the Business Associate's firewall, port scans, and unsuccessful log-on attempts, as long as such probes and reconnaissance scans do not result in unauthorized Access to, Use or Disclosure of PHI;

(d) Make its policies and procedures and documentation required by the Regulations relating to such administrative, physical, and technical safeguards, available to the Secretary of HHS for purposes of determining the Company's compliance with the Regulations;

(e) Acknowledge its obligation to comply with the Security Regulations in using and disclosing Electronic Protected Health Information, including but not limited to 45 C.F.R. §§ 164.308 (Administrative safeguards), 164.310 (Physical safeguards), 164.312 (Technical safeguards), and 164.316 (Policies and procedures and documentation requirements) of the Security Regulations.

(f) Notify the Company without unreasonable delay in writing of the occurrence of a breach, as that term is defined at 45 C.F.R. § 164.402, of which Business Associate becomes aware. Business Associate shall also promptly provide Company such other information required to be provided to individuals under 45 C.F.R. § 164.404(c) as it becomes available after such breach.

17. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Alabama without regard to the principles of conflicts of laws of said state.

IN WITNESS WHEREOF, the parties herein have caused this Business Associate Agreement to be executed by their duly authorized representatives as of the date first written above.

PLAN:	**Montgomery County Commission's Health Plan**
	By: _____
	Its: _____
COMPANY:	**Montgomery County Commission**
	By: _____
	Its: _____
BUSINESS ASSOCIATE:	**RxBenefits, Inc.**
	By: _____
	Its: Sr. Director of Compliance & Legal Affairs

JANET BUSKEY
REVENUE COMMISSIONER

ALLYSON HOLLAND
CHIEF CLERK

CLAY HENLEY
CHIEF APPRAISER
APPRAISAL DEPARTMENT

MONTGOMERY COUNTY
REVENUE COMMISSIONER'S OFFICE

P.O. Box 1667
Montgomery, AL 36102-1667
Phone: (334) 832-1250 Fax: (334) 832-1644 website: www.mc-ala.org

August 5, 2020

MEMORANDUM

TO: Elton Dean, Chairman
Montgomery County Commissioners

Cc: Janet Y. Buskey, Revenue Commissioner

FROM: Clay Henley, Chief Appraiser CH

SUBJECT: Income Works Subscription

I am requesting your consideration and approval to renew our subscription to a web based software, Income Works, to be used to assist in valuing income producing commercial properties. There is no increase over last year's contract price of $49,000 per year. This item is budgeted for 2021 and will be paid at the start of the new budget year.

attachments

CH

RENEWAL AMENDMENT TO INCOMEWORKS SOFTWARE LICENSE AGREEMENT

Assessment Advisors, LLC and Montgomery County, Alabama, by and through the Montgomery County Commission ("Licensee") hereby agree to amend the IncomeWorks Software License Agreement ("Agreement"), effective October 2016, as follows:

1. Notwithstanding anything contrary in the Agreement, Licensee will renew the Agreement as set forth in this Amendment.

2. This Amendment constitutes renewal of the Agreement for the period of January 1, 2021 to December 31, 2021.

3. Renewal Data Release Year: IncomeWorks 2020, results as-of October 1, 2020.

4. Licensee will pay Assessment Advisors a license fee, for the renewal term set forth above, of Forty-Nine Thousand Dollars [$49,000] detailed as follows:

Prior Year Base License Fee	$ 49,000
3% Increase per Agreement	+ 1,470
Courtesy Discount	- 1,470
IncomeWorks 2020 Renewal Fee	$ 49,000

5. The renewal fee will be invoiced on or after October 1, 2020. Assessment Advisors will commence work upon receipt of payment. Payment received in October 2020 will ensure release prior to expiration.

6. On the release date for IncomeWorks 2020, Assessment Advisors will email notification to Licensee's Authorized Users.

7. No other changes are made to the License Agreement and all other terms and conditions of the License Agreement remain in full force and effect.

ACCEPTED AND AGREED:

Assessment Advisors

Assessment Advisors, LLC
736 N. Western Avenue, #393
Lake Forest, IL 60045

By:_____

Linda Pedalino, MAI
President & Co-Founder

Date:_____

Licensee

_____
Name of Licensee

_____
Street Address

_____
City, ST, zip

By: _____

Print Name: _____

Title: _____

Date: _____

MEMORANDUM

TO: Florence Cauthen, County Administrator

FROM: Tammy Turner, Buyer II TT

DATE: August 7, 2020

RE: Contract No. 53000-19B-031
Metal Pipe

I request that the attached Amendment No. 1 to Twin Oaks Environmental contract to furnish metal pipe be considered for approval on a future agenda.

Amendment No. 1 will allow the contract to be extended for one (1) year, beginning October 21, 2020 and ending on October 20, 2021.

Twin Oaks Environmental would like to increase prices by 5% in accordance with the terms of the contract. All other provisions of the contract shall remain the same.

This contact extension has been coordinated with George Speake, County Engineer.

Attachment

Montgomery County Commission
Purchasing Department
P. O. Box 1667
Montgomery, AL 36102

Amendment
To
Contract # 53000-19B-031

Amendment No. 1

Contract with Twin Oaks Environmental for metal pipe for Engineering, is hereby extended for one (1) year, beginning October 21, 2020 and ending October 20, 2021.

Prices will increase by 5%, in accordance with the contract.

All other provisions of the contract remain the same.

WITNESS: TWIN OAKS ENVIRONMENTAL

_____ BY: _____

TITLE: _____

WITNESS: MONTGOMERY COUNTY COMMISSION

_____ BY: _____

TITLE: _____

MEMORANDUM

To: Florence M. Cauthen, County Administrator

From: Khristie Davis, Buyer

Date: August 12, 2020

RE: Contract No. 52601-17P-024
Manage and Operate a Community-Base Adolescent Alternative Program

I request that the attached Amendment 3 to The Bridge, Inc. to manage and operate a community-based adolescent alternative program be considered for approval on a future agenda.

Amendment No. 3 will allow the contract to be extended for thirty (30) days, beginning October 1, 2020 and ending on October 30, 2020.

The Bridge, Inc. will not increase pricing during this period. All other provisions shall remain the same.

This contract extension has been coordinated with Ray Williams, Chief Probation Officer.

Montgomery County Commission
Purchasing Department
P. O. Box 1667
Montgomery, AL 36102

Amendment
To
Contract # 52601-17P-024

Amendment No. 3

Contract with The Bridge, Inc. to manage and operate a community-based adolescent alternative program, is hereby extended for thirty (30) days beginning October 1, 2020 and ending October 30, 2020.

There will be no price increase during this period.

All other provisions of the contract will remain the same.

WITNESS: THE BRIDGE, INC.

_____ BY: _____

TITLE: _____

WITNESS: MONTGOMERY COUNTY COMMISSION

_____ BY: _____

TITLE: _____

MEMORANDUM

TO: Florence Cauthen, County Administrator

FROM: Tammy Turner. Buyer II TT

DATE: August 7, 2020

RE: Contract No. 52603-19B-030
Milk and Juice Products

I request that the attached Amendment No. 1 to Borden Dairy of Alabama contract for milk and juice products be considered for approval on a future agenda.

Amendment No. 1 will allow the contract to be extended for one (1) year, beginning October 7, 2020 and ending on October 6, 2021.

Borden Dairy of Alabama chooses not to increase prices during this contract period. All other provisions of the contract shall remain the same.

This contract extension has been coordinated with Brandi Alexander, Juvenile Detention Director.

Attachment

Montgomery County Commission
Purchasing Department
P. O. Box 1667
Montgomery, AL 36102

Amendment
To
Contract # 52603-19B-030

Amendment No. 1

Contract with Borden Dairy of Alabama for milk and juice products is hereby extended for one (1) year, beginning October 7, 2020 and ending October 6, 2021.

All other provisions of the contract remain the same.

WITNESS: BORDEN DAIRY OF ALABAMA

_____ BY: _____

TITLE: _____

WITNESS: MONTGOMERY COUNTY COMMISSION

_____ BY: _____

TITLE: _____

Haskell | Slaughter
attorneys at law

Haskell Slaughter Gallion & Walker, LLC
8104 B Seaton Place
Montgomery, Alabama 36116
t. 334.265.8573 | f. 334.264.7945

- TTG

MEMORANDUM

August 7, 2020

To: Florence Cauthen, County Administrator

From: Thomas T. Gallion, III

Re: Claim regarding Theodore R. Noon

I am in receipt of your August 4, 2020, memo regarding a verified claim filed by Theodore R. Noon. I have reviewed the Notice of Claim submitted by Attorney John T. Stamps, III.

It is my recommendation that this claim be recognized and denied at the next commission meeting.

50051-317

August 3, 2020

MEMORANDUM

TO: Thomas Gallion, III
County Attorney

FROM: Florence M. Cauthen
County Administrator

RE: Notice of Claim – Theodore R. Noon, Sr.

Attached is a Notice of Complaint submitted by John T. Stamps, III and D. Bruce Petway, Attorneys for Plaintiff on behalf of their client, Theodore R. Noon, Sr. We received this Claim in our office on July 31, 2020.

Please review and advise by August 7, 2020, as to what action the County Commission should take.

FMC/tn

Attachment

NOTICE OF CLAIM

TO: Jina Ishman, County Clerk
County of Montgomery
251 South Lawrence Street
Montgomery, AL 36104

1. This claim is filed and presented to the County of Montgomery, Alabama pursuant to Ala. Code §§ 11-47-23 by Theodore R. Noon, Sr., and his attorneys at law, John T. Stamps, III and D. Bruce Petway, who have personal knowledge of the facts contained herein.

2. On or about February 17, 2020, Theodore Noon was operating a 2004 Peterbilt 378 Dump Truck traveling on North McDonough Street when, because of defective and unreasonably dangerous conditions of the roadway, the roadway shoulder collapsed causing the dump truck to overturn into a ditch.

3. Prior to and at the time of Mr. Noon's accident, the County of Montgomery, Alabama had a duty to properly and safely build, design, inspect, and maintain its roadways, road shoulders, and adjacent areas, including the parts of North McDonough Street involved in the subject accident. The County of Montgomery, Alabama had actual or constructive knowledge that the roadway was defective and unreasonably dangerous, but negligently and/or wantonly failed to do anything to make it reasonably safe for vehicular travel.

4. Because of said accident, Mr. Noon has been caused to suffer numerous injuries including, but not limited to, a broken neck resulting in constant pain and continued care for this injury.

5. Theodore Noon claims compensatory and punitive damages against the County of Montgomery, Alabama in the amount of $100,000.00.

Theodore R. Noon

Theodore R. Noon, Sr.

SWORN TO AND SUBSCRIBED before me on this 21 day of July, 2020.

Charles H. Newfield

NOTARY PUBLIC
My commission expires: 10-22-21

John T. Stamps, III
One of the Attorneys for Theodore R. Noon, Sr.

OF COUNSEL:

The Stamps Law Group, LLC
1820 3rd Ave. N., Suite 101
Bessemer, AL 35020
Phone: (205) 424-8370

SWORN TO AND SUBSCRIBED before me on this 28th day of July, 2020.

Mimi Jo Bellard
NOTARY PUBLIC
My commission expires: 2/3/23

D. Bruce Petway
One of the Attorneys for Theodore R. Noon, Sr.

OF COUNSEL:

PETWAY OLSEN, LLC
600 Vestavia Parkway
Suite 220
Birmingham, Alabama 35216
Phone: (205) 733-1595
Fax: (205) 733-8683

SWORN TO AND SUBSCRIBED before me on this 24th day of July, 2020.

NOTARY PUBLIC
My commission expires:

STATE OF NOTARY PUBLIC
MISTY L GREEN
My Commission Expires
May 29, 2024

MISCELLANEOUS APPROPRIATIONS TO AGENCIES - Meeting Date: 9/8/2020 - CODE: 001-59320.498

Contract Number	Organization	Description of Program	Harris	Dean	Walker	Sankey	Singleton	TOTAL
Starting Balance			**21,500**	**10,662**	**0**	**100**	**982**	**33,244**
C-2020-79	One Place Family Justice Center	Domestic Violence Program	1,000					1,000
C-2020-80	Child Protect, Inc.	Service to Children of Abuse					982	982
NC-2020-37	City of Montgomery, Neighborhood Services	Cloverdale Idlewild N. A.	2,000					2,000
NC-2020-38	City of Montgomery, Neighborhood Services	Brighton Area Homeowners Association	1,500					1,500
NC-2020-39	City of Montgomery, Neighborhood Services	Green Acres Neighborhood Association	1,000					1,000
NC-2020-40	City of Montgomery, Neighborhood Svcs.	Homeview / Baremash N. A.				100		100
	Total Appropriations 9/8/2020		5,500	0	0	100	982	6,582
	APPROPRIATED BUDGET BALANCE		**16,000**	**10,662**	**0**	**0**	**0**	**26,662**
	County Administrator Date							

MISCELLANEOUS APPROPRIATIONS TO EDUCATION - Meeting Date: 9/8/2020 - CODE: 001-59320.494

Contract Number	Organization	Description of Program	Harris	Dean	Walker	Sankey	Singleton	TOTAL
Starting Balance			**15,950**	**65,000**	**55,500**	**23,000**	**28,500**	**187,950**
BOE-2020-65	Jefferson Davis High School	Electronic Markey Project	10,000					10,000
BOE-2020-66	Pike Road BOE, for Pike Road High School	Athletics for Baseball					1,640	1,640
BOE-2020-67	Pike Road BOE, for Pike Road High School	Principal's Discretionary Fund			5,000			5,000
BOE-2020-68	Dalraida Elementary School	Girls on the Run			2,400			2,400
BOE-2020-69	Garrett Elementary School	Girls on the Run			2,400			2,400
BOE-2020-70	Halcyon Elementary School	Girls on the Run			2,400			2,400
BOE-2020-71	Vaughn Road Elementary School	Girls on the Run			2,400			2,400
BOE-2020-72	Highland Gardens Elementary School	Technology and Health Lab				4,600		4,600
BOE-2020-73	Wares Ferry Road Elementary School	Technology and Health Lab				4,600		4,600
BOE-2020-74	Thelma Smiley Morris Elementary School	Technology and Health Lab				4,600		4,600
BOE-2020-75	Garrett Elementary School	Technology and Health Lab				4,600		4,600
BOE-2020-76	Highland Avenue Elementary School	Technology and Health Lab				4,600		4,600
BOE-2020-77	Carver Senior High School	Principal's Discretionary Fund		4,333				4,333
BOE-2020-78	Carver Elementary School	Principal's Discretionary Fund		4,333				4,333
BOE-2020-79	Bellingrath Middle School	Principal's Discretionary Fund		4,333				4,333
BOE-2020-80	Sidney Lanier High School	Principal's Discretionary Fund		4,333				4,333
BOE-2020-81	Davis Elementary School	Principal's Discretionary Fund		4,333				4,333
BOE-2020-82	Seth Johnson Elementary School	Principal's Discretionary Fund		4,333				4,333
BOE-2020-83	McKee Middle School	Principal's Discretionary Fund		4,333				4,333
BOE-2020-84	MacMillan International Academy for Humanities, Communications & Tech Elementary School	Principal's Discretionary Fund		4,333				4,333
BOE-2020-85	Southlawn Elementary School	Principal's Discretionary Fund		4,333				4,333
BOE-2020-86	Southlawn Middle School	Principal's Discretionary Fund		4,333				4,333
BOE-2020-87	Martin Luther King Elementary School	Principal's Discretionary Fund		4,333				4,333
BOE-2020-88	Catoma Elementary School	Principal's Discretionary Fund		4,333				4,333
BOE-2020-89	Bear Exploration Center for Mathematics, Science & Technology Elementary School	Principal's Discretionary Fund		4,333				4,333
BOE-2020-90	Booker T. Washington Magnet High	Principal's Discretionary Fund		4,333				4,333
BOE-2020-91	Pintlala Elementary School	Principal's Discretionary Fund		4,338				4,338
	Total Appropriations 9/8/2020		10,000	65,000	14,600	23,000	1,640	109,907
	APPROPRIATED BUDGET BALANCE		**5,950**	**0**	**40,900**	**0**	**26,860**	**78,043**
	County Administrator Date							

MISCELLANEOUS APPROPRIATIONS FROM DESIGNATED REVENUE - Meeting Date: 9/8/2020 - CODE: 001-59320.450

Contract Number	Organization	Description of Program	Joint/Infra.	Harris	Dean	Walker	Sankey	Singleton	TOTAL
Starting Balance			**51,037**	**93,400**	**85,800**	**91,291**	**68,110**	**66,500**	**456,138**
DR-C-2020-86	Alabama Junior Miss, Inc., d/b/a Distinguished Young Women of Alabama	Expenses used during the Montgomery County Contest				500		500	1,000
DR-C-2020-87	Pike Road Ladies Auxiliary	Community Services						1,500	1,500
DR-C-2020-88	Flatline Movement	Community Service Programs to Include Providing Food for Robert E. Lee H.S. Football Team				1,000			1,000
DR-C-2020-89	Hope Inspired Ministries, Inc.	Community Service Programs to Assist the Chronically Unemployed				5,000			5,000
DR-C-2020-90	Montgomery YMCA	For Bell Road YMCA Football Program / Operational Expenses					1,000		1,000
DR-C-2020-91	Montgomery YMCA	For Cleveland YMCA Football Program / Operational Expenses					1,000		1,000
**DR-NC-2019-38	RESCIND: City of Montgomery, BONDS	New Hope Village Neighborhood Assoc.					-2,500		-2,500
DR-NC-2020-41	City of Montgomery, Neighborhood Svcs.	Regency Communities Assoc. for Cameras						3,600	3,600
DR-NC-2020-42	City of Montgomery, Neighborhood Svcs.	Homeview / Baremash N. A.					2,000		2,000
	Total Appropriations 9/8/2020		0	0	0	6,500	1,500	5,600	13,600
	APPROPRIATED BUDGET BALANCE		**51,037**	**93,400**	**85,800**	**84,791**	**66,610**	**60,900**	**442,538**

County Administrator Date

MONTGOMERY COUNTY COMMISSION
BUDGET CHANGE REQUEST
Request Number: 3

DEPARTMENT: Board of Registrars **REQUESTED BY:** Buddy Snipes 8/26/20
Elected Official/Dept. Head Date

FINANCE REVIEW: **REVIEWED BY:** Sherrill Thomas 8/31/20
Finance Director Date

COMMISSION APPROVAL PROCESSING: Briefing Memo ☐ Agenda ✔

COUNTY COMMISSION APPROVAL:
Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Overtime	001-51920.113	2,702	498	3,200
Office Supply	001-51920.211	5,400	(400)	5,000
Copy Machine	001-51920.223	1,700	(298)	1,402
Postage	001-51920.252	24,650	330	24,980
Advertising	001-51920.253	750	(250)	500
Cable	001-51920.259	100	100	200
Subscriptions	001-51920.409	200	20	220
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		$ 35,502	$ 0	$ 35,502

JUSTIFICATION: Adjustments to current budget, to allow for OT labor during election cycle and increase the postage budget to complete the fiscal year.

MONTGOMERY COUNTY COMMISSION
BUDGET CHANGE REQUEST

Request Number: 4

DEPARTMENT: Community Corrections **REQUESTED BY:** Phil Bryant 8/27/20
Elected Official/Dept. Head Date

FINANCE REVIEW: **REVIEWED BY:** Sherrill Thomas 8/31/20
Finance Director Date

COMMISSION APPROVAL PROCESSING: Briefing Memo ☐
Agenda ✔

COUNTY COMMISSION APPROVAL:
Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Fuels and Lubricants	124-52960.212	4,950	700	5,650
Other Miscellaneous Supplies	124-52960.219	3,590	4,700	8,290
Travel- Registration&Training	124-52960.265	3,300	800	4,100
Repair & Maintenance Motor Vehicle	124-52960.234	6,500	(1,200)	5,300
Contract	124-52960.304	30,562	(5,000)	25,562
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
	TOTAL	$ 48,902	$ 0	$ 48,902

JUSTIFICATION: Realign the budget to pay for Police Academy, and other expenses.

MONTGOMERY COUNTY COMMISSION
BUDGET CHANGE REQUEST

Request Number: 9

DEPARTMENT: Engineering **REQUESTED BY:** George Speake 8/31/20
Elected Official/Dept. Head Date

FINANCE REVIEW: **REVIEWED BY:** Sherrill Thomas 8/31/20
Finance Director Date

COMMISSION APPROVAL PROCESSING: Briefing Memo ☐ Agenda ✔

COUNTY COMMISSION APPROVAL:
Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Construction Equipment	111-53100.561	648,200	(235)	647,965
Repair & Main Software Lisc.	111-53199.240	2,500	155	2,655
Cleaning & Janitorial Supplies	111-53199.216	1,000	80	1,080
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		$ 651,700	$ 0	$ 651,700

JUSTIFICATION: To realign budget for Cleaning & Janitorial Supplies and Repair & Maint Software Lics.

MONTGOMERY COUNTY COMMISSION
BUDGET CHANGE REQUEST

Request Number: 4

DEPARTMENT: Tax & Audit **REQUESTED BY:** Terri Henderson 9/2/2020
Elected Official/Dept. Head Date

FINANCE REVIEW: **REVIEWED BY:** Sherrill Thomas 9/2/2020
Finance Director Date

COMMISSION APPROVAL PROCESSING: Briefing Memo ☐ Agenda ✔

COUNTY COMMISSION APPROVAL:
Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Travel-Mileage	001-51800-260	3,000	(525)	2,475
Postage	001-51800-252	11,550	357	11,907
Overtime	001-51800-113	0	168	168
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		$ 14,550	$ 0	$ 14,550

JUSTIFICATION: To realign budget to cover Overtime and Postage.

MONTGOMERY COUNTY COMMISSION
BUDGET CHANGE REQUEST

Request Number: 3

DEPARTMENT: Youth Facility Detention **REQUESTED BY:** Brandi K. Alexander 8/31/20
Elected Official/Dept. Head Date

FINANCE REVIEW: **REVIEWED BY:** Sherrill Thomas 8/31/20
Finance Director Date

COMMISSION APPROVAL PROCESSING: Briefing Memo ☐ Agenda ✔

COUNTY COMMISSION APPROVAL:
Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Medical and Dental Services	001-52602-158	10,000	(10,000)	0
Drugs and Medical Supplies	001-52602-206	7,000	(5,000)	2,000
Repair and Maintenance Building/improvement	001-52062-231	45,000	4,000	49,000
Professional Services	001-52602-307	258,500	500	259,000
Equipment/furniture purchases	001-52602-400	6,000	9,500	15,500
Repair and Maintenance of motor vehicles	001-52603-234	1,600	6,000	7,600
Cellular Services	001-52603-255	23,000	(8,000)	15,000
Other Misc Supplies	001-52602-219	35,500	3,000	38,500
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		$ 386,600	$ 0	$ 386,600

JUSTIFICATION: To make up a deficiency in professional services and add money to repair of the building. Purchase table and chairs for training room.

Daryl D. Bailey
District Attorney
Fifteenth Judicial Circuit of Alabama
251 South Lawrence Street
P.O. Box 1667
Montgomery, Alabama 36102-1667

www.mc-ala.org/da

(334)832-2550

MEMORANDUM

TO: Chairman Elton Dean, Sr.
Vice-Chair Ronda Walker
Commissioner Dan Harris
Commissioner Isaiah Sankey
Commissioner Doug Singleton

FROM: Daryl Bailey

DATE: August 11, 2020

SUBJECT: Position Fill Requests

I respectfully request the County Commission approve the attached position fill requests for a Grand Jury Coordinator, an Assistant Grand Jury Coordinator, a Legal Support Assistant, and a Receptionist / Secretary. These are budgeted positions.

The Grand Jury Coordinator vacancy was created because of a retirement. This is the leadership position for the Grand Jury Unit. Because I plan to promote/transfer from within for the Grand Jury Coordinator, Assistant Grand Jury Coordinator, and the Legal Support Assistant positions, the salaries will not be starting salaries. Nevertheless, these moves will result in more than $8,000 in payroll savings to the County. The Receptionist / Secretary position will be a new hire.

Please contact me if you have any questions.

Attachments

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: District Attorney

DEPARTMENT HEAD: Daryl D. Bailey

SUPERVISOR: Rhonda B. Cape

POSITION INFORMATION:

Position Title: Receptionist/Secretary

Position Number: 400016001

Pay Grade: A03 Pay Range: $25,630 - $38,294

Proposed Effective Date: September 7, 2020

Type of Hire: (☑) New (☐) Promotional

Type of Appointment: (☑) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Daryl D. Bailey — Date 08/11/2020

Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring — Date 08/12/2020

Employee Benefit Manager

Sherrill Thomas — Date 08/12/2020

Finance Director

ADMINISTRATIVE APPROVAL:

Florence M. Cauthen/tn — Date 8/13/2020

County Administrator

Revised 12/14/2016

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: District Attorney

DEPARTMENT HEAD: Daryl D. Bailey

SUPERVISOR: Rhonda B. Cape

POSITION INFORMATION:

Position Title: Legal Support Assistant

Position Number: 408020001

Pay Grade: A05 Pay Range: $32,318 - $48,286

Proposed Effective Date: September 7, 2020

Type of Hire: (☐) New (☑) Promotional

Type of Appointment: (☑) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Daryl D. Bailey — Date 08/11/2020

Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring — Date 08/12/2020

Employee Benefit Manager

Sherrill Thomas — Date 08/12/2020

Finance Director

ADMINISTRATIVE APPROVAL:

Florence M. Cauthen/tn — Date 8/13/2020

County Administrator

Revised 12/14/2016

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: District Attorney

DEPARTMENT HEAD: Daryl D. Bailey

SUPERVISOR: Rhonda B. Cape

POSITION INFORMATION:

Position Title: Grand Jury Coordinator

Position Number: 408005009

Pay Grade: A06 Pay Range: $36,284 - $54,214

Proposed Effective Date: September 7, 2020

Type of Hire: (☐) New (☑) Promotional

Type of Appointment: (☑) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Daryl D. Bailey — Date 08/11/2020

Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring — Date 08/12/2020

Employee Benefit Manager

Sherrill Thomas — Date 08/12/2020

Finance Director

ADMINISTRATIVE APPROVAL:

Florence M. Cauthen/tn — Date 8/13/2020

County Administrator

Revised 12/14/2016

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: District Attorney

DEPARTMENT HEAD: Daryl D. Bailey

SUPERVISOR: Rhonda B. Cape

POSITION INFORMATION:

Position Title: Assistant Grand Jury Coordinator

Position Number: 408030007

Pay Grade: A05 Pay Range: $32,318 - $48,286

Proposed Effective Date: September 7, 2020

Type of Hire: (☐) New (☑) Promotional

Type of Appointment: (☑) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Daryl D. Bailey — Date 08/11/2020

Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring — Date 08/12/2020

Employee Benefit Manager

Sherrill Thomas — Date 08/12/2020

Finance Director

ADMINISTRATIVE APPROVAL:

Florence M. Cauthen/tn — Date 8/13/2020

County Administrator

Revised 12/14/2016

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: M. C. Sheriff's Office - Detention Facility

DEPARTMENT HEAD: Derrick Cunningham, Sheriff

SUPERVISOR: Sonja Pritchett, Colonel

POSITION INFORMATION:

Position Title: Corrections Officer Trainee

Position Number: 500419039(Replace A Ware)

Pay Grade: PCT Pay Range: 31,299

Proposed Effective Date: September 21, 2020

Type of Hire: (✔) New ( ) Promotional

Type of Appointment: (✔) Permanent ( ) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham — Date: August 31, 2020

Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring — Date: August 31, 2020

Employee Benefit Manager

Sherrill Thomas — Date: 8/31/2020

Finance Director

ADMINISTRATIVE APPROVAL:

Florence M. Cauthen/tn — Date: 9/1/2020

County Administrator

Revised 12/14/2016

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: M. C. Sheriff's Office - Detention Facility

DEPARTMENT HEAD: Derrick Cunningham, Sheriff

SUPERVISOR: Sonja Pritchett, Colonel

POSITION INFORMATION:

Position Title: Corrections Officer Trainee

Position Number: 500419228 (Replace S Turner)

Pay Grade: PCT Pay Range: 31,299

Proposed Effective Date: September 14, 2020

Type of Hire: (✔) New ( ) Promotional

Type of Appointment: (✔) Permanent ( ) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham — Date: August 18, 2020

Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring — Date: August 18, 2020

Employee Benefit Manager

Sherrill Thomas — Date: 8/19/2020

Finance Director

ADMINISTRATIVE APPROVAL:

Florence M. Cauthen/tn — Date: 8/24/2020

County Administrator

Revised 12/14/2016

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: M. C. Sheriff's Office - Detention Facility

DEPARTMENT HEAD: Derrick Cunningham, Sheriff

SUPERVISOR: Sonja Pritchett, Colonel

POSITION INFORMATION:

Position Title: Corrections Officer Corporal

Position Number: 500425022(Replace E. Donaldson)

Pay Grade: PC2 Pay Range: 35,097-52,440

Proposed Effective Date: September 14, 2020

Type of Hire: ( ) New (✔) Promotional

Type of Appointment: (✔) Permanent ( ) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham — Date: August 25, 2020

Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring — Date: August 25, 2020

Employee Benefit Manager

Sherrill Thomas — Date: 8/25/20

Finance Director

ADMINISTRATIVE APPROVAL:

Florence M. Cauthen/tn — Date: 8/25/2020

County Administrator

Revised 12/14/2016

J C Love, III
PROBATE JUDGE
MONTGOMERY COUNTY

MEMORANDUM

To: Montgomery County Commission

From: Judge J C Love, III
Montgomery County Probate Judge

Date: August 12, 2020

Re: Request for Temporary Appointment of Probate Court Clerk Supervisor

The Montgomery County Probate Office is authorized one Probate Court Clerk Supervisor position. The previous Probate Court Clerk Supervisor retired in April, leaving this position vacant. The position is crucial to the administration of the Probate Court. The Probate Court Clerk Supervisor supervises the day-to-day operations within the Probate Judge's office. The Probate Court Clerk Supervisor differs from the Probate Court Clerk in that the supervisor not only works the more difficult cases but is responsible for the day-to-day operations and supervision of the clerks. As such, a vacancy in this position is detrimental to the operations of the Court and its docket.

With this consideration in mind, the Montgomery County Probate Office requests approval of the temporary appointment of Lisa Fells for a period of no longer than 90 day or until a register can be established for this classification. At that time, the position will be permanently filled. Rule VII, section 9 (a) provides for temporary appointments of employees in the absence of an eligible registry. An eligible registry currently does not exist and will take several weeks to create.

Based on Lisa Fells' 19 years of experience as a Probate Court Clerk, I recommend approval of this proposed, temporary appointment which would move her from Pay Grade A05 Step 13 to Pay Grade A07 Step 7. Thank you for your favorable consideration in this request.

Please circle one:

APPROVED

NOT APPROVED

Chairman's signature: _____

P.O. BOX 223 • MONTGOMERY, AL 36101-0223 • TELEPHONE 334-832-1240 • FAX 334-832-7776

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: Probate

DEPARTMENT HEAD: Judge J C LOVE, III

SUPERVISOR: Jamyla Philyaw

POSITION INFORMATION:

Position Title: Probate Court Clerk Supervisor

Position Number: 750060027

Pay Grade: A07 Pay Range: $ 40,664-60,755

Proposed Effective Date: October 5, 2020

Type of Hire: (☑) New (☐) Promotional

Type of Appointment: (☑) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Judge J C, LOVE, III — Date 8/13/2020

Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring — Date 8/13/2020

Employee Benefit Manager

Sherrill Thomas — Date 8/13/2020

Finance Director

ADMINISTRATIVE APPROVAL:

Florence M. Cauthen/tn — Date 8/13/2020

County Administrator

Revised 12/14/2016

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: Montgomery County Sheriff's Office

DEPARTMENT HEAD: Derrick Cunningham, Sheriff

SUPERVISOR: Kevin Murphy, Chief Deputy

POSITION INFORMATION:

Position Title: Deputy Sheriff Trainee

Position Number: 550430073(Replace B. Fontaine)

Pay Grade: PST Pay Range: 38,236

Proposed Effective Date: September 21, 2020

Type of Hire: (✔) New ( ) Promotional

Type of Appointment: (✔) Permanent ( ) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham — Date: August 27, 2020

Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring — Date: 9/3/2020

Employee Benefit Manager

Date _____

Finance Director

ADMINISTRATIVE APPROVAL:

Date _____

County Administrator

Revised 12/14/2016

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: Youth Facility Detention

DEPARTMENT HEAD: Brandi K. Alexander, Juvenile Detention Director

SUPERVISOR: Brandi K. Alexander, Juvenile Detention Director

POSITION INFORMATION:

Position Title: Administrative Support Specialist

Position Number: 900015002 (replace Cracraft)

Pay Grade: A04 Pay Range: $28,765-$42,978

Proposed Effective Date: September 21, 2020

Type of Hire: (✔) New ( ) Promotional

Type of Appointment: (✔) Permanent ( ) Temporary

DEPARTMENT APPROVAL:

Brandi K. Alexander — Date 8/18/2020

Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring — Date 8/18/2020

Employee Benefit Manager

Sherrill Thomas — Date 8/19/2020

Finance Director

ADMINISTRATIVE APPROVAL:

Florence M. Cauthen/tn — Date 8/19/2020

County Administrator

Revised 12/14/2016

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: Montgomery County Youth Facility Detention

DEPARTMENT HEAD: Brandi K. Alexander

SUPERVISOR: Brandi K. Alexander

POSITION INFORMATION:

Position Title: Juvenile Detention Officer (to replace E Davidson)

Position Number: 900300061 - gender specific male

Pay Grade: PC1 Pay Range: $32,597 - $48,705

Proposed Effective Date: October 5, 2020

Type of Hire: (✔) New ( ) Promotional

Type of Appointment: (✔) Permanent ( ) Temporary

DEPARTMENT APPROVAL:

Brandi K. Alexander/lp Date 8/31/2020

Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 8/31/2020

Employee Benefit Manager

Sherrill Thomas Date 8/31/2020

Finance Director

ADMINISTRATIVE APPROVAL:

Florence M. Cauthen/tn Date 9/1/2020

County Administrator

Revised 12/14/2016

Montgomery County Commission
Travel / Training Request Approval
Request # 6

Date: 8-31-2020
To: Montgomery County Commission
From: ClayHenley, Chief Appraiser
Re: Approval for the following travel:

Destination: Montgomery, Alabama
Departure Date: October 26, 2020 Return Date: October 30, 2020
Conference Leave (Days / Hours): 5 Days
Purpose of Travel: IAAO 600: Principles & Techniques of Cadastral Mapping

Traveler (s) Name: 1. Todd Grant 4.
2. 5.
3. 6.

Check Mode of Transportation: County Vehicle ☐ Commercial Air ☐
Private Vehicle ✔ Other (Specify) ☐

Total (est.) Cost: $650.00 Advance Registration Required: $650.00
Department Name: Appraisal Fund Name: Reappraisal
Additional Comments: Registration: $650.00
ALL EXPENSE WILL BE INCURRED IN THE 2021 BUDGET
CODE TO PREPAID TRAVEL EXPENSE 120.15350

To: ClayHenley, Chief Appraiser
From: Montgomery County Commission
The above request is app. 9/8/2020 reimbursement of actual and necessary expenses in the approximate amount of $650.00 and advance registration of $650.00 is authorized.

To be completed by the Finance Department

Fund Code:	120-51985.265	**(ex: 000-00000-000)**
Description:	Registration and Training	
Current Budget:	$30,000.00	
Approved Requests:	$13,033.36	
Budget Available:	$16,966.64	
Current Requests:	$0.00	
Budget Balance:	$16,966.64	

Montgomery County Commission

Reviewed by: S. Thomas
Date: 8/31/2020
cc: Finance Director / Buyer

Revised 12/19/19

Montgomery County Commission
Travel / Training Request Approval
Request # 8

Date: August 21, 2020
To: Montgomery County Commission
From: Phil Bryant- Executive Director
Re: Approval for the following travel:

Destination: 27200 Perdido Beach Boulevard, Orange, Al
Departure Date: October 20, 2020 Return Date: October 23, 2020
Conference Leave (Days / Hours): 4 days
Purpose of Travel: To attend the Court Referral Annual In- Service Training

Traveler (s) Name: 1. Phil Bryant 4.
2. 5.
3. 6.

Check Mode of Transportation: County Vehicle ✔ Commercial Air
Private Vehicle Other (Specify)

Total (est.) Cost: $800.00 Advance Registration Required: $200.00
Department Name: Community Corrections Fund Name: Community Corrections
Additional Comments:
ALL EXPENSE WILL BE INCURRED IN THE 2021 BUDGET
CODE TO PREPAID TRAVEL EXPENSE 124.15350

To: Phil Bryant- Executive Director
From: Montgomery County Commission
The above request is app. 9/8/2020 reimbursement of actual and necessary expenses in the approximate amount of $800.00 and advance registration of $200.00 is authorized.

To be completed by the Finance Department

Fund Code:	124-52960.265 **(ex: 000-00000-000)**
Description:	Registration and Training
Current Budget:	$4,300.00
Approved Requests:	$2,755.54
Budget Available:	$1,544.46
Current Requests:	$0.00
Budget Balance:	$1,544.46

Montgomery County Commission

Reviewed by: S. Thomas
Date: 8/31/2020
cc: Finance Director / Buyer

Revised 12/19/19

Montgomery County Commission
Travel / Training Request Approval
Request # 10

Date: 9/2/2020
To: Montgomery County Commission
From: George Speake
Re: Approval for the following travel:

Destination: Montgomery, Alabama
Departure Date: October 19, 2020 Return Date: October 22, 2020
Conference Leave (Days / Hours): 4 days
Purpose of Travel: To attend 2020 Alabama Road Safety Conference Webinar

Traveler (s) Name: 1. Kevin Boone 4.
2. 5.
3. 6.

Check Mode of Transportation: County Vehicle ☐ Commercial Air ☐
Private Vehicle ☐ Other (Specify) ✔

Total (est.) Cost: $35.00 Advance Registration Required: $35.00
Department Name: Engineering Department Fund Name: Gasoline Tax 111-53600.265
Additional Comments: No transportation required. Zoom webinar.

To: George Speake
From: Montgomery County Commission
The above request is app. 9/8/2020 reimbursement of actual and necessary expenses in the approximate amount of $35.00 and advance registration of $35.00 is authorized.

To be completed by the Finance Department	
Fund Code:	111-53600.265 (ex: 000-00000-000)
Description:	Registration and Training
Current Budget:	$19,000.00
Approved Requests:	$4,562.00
Budget Available:	$14,438.00
Current Requests:	$35.00
Budget Balance:	$14,403.00

Montgomery County Commission

Reviewed by: S. Thomas
Date: 9/2/2020
cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 18

Date: August 18, 2020
To: Montgomery County Commission
From: Derrick Cunningham
Re: Approval for the following travel:

Destination: Orange Beach, AL
Departure Date: October 4, 2020 Return Date: October 7, 2020
Conference Leave (Days / Hours): 3 Days
Purpose of Travel: attend ASA Fall Conference

Traveler (s) Name:
1. Derrick Cunningham
2. Kevin Murphy
3. Deputy or Civilian
4. Deputy or Civilian
5.
6.

Check Mode of Transportation: County Vehicle ✔ Commercial Air
Private Vehicle Other (Specify)

Total (est.) Cost: $5,000.00 Advance Registration Required: $1,400.00
Department Name: Montgomery County Sheriff's Office Fund Name: 001-52110.265
Additional Comments:
ALL EXPENSE WILL BE PAID FROM THE 2021 BUDGET
CHARGE REGISTRATION TO PREPAID EXPENSE 001.15350

To: Sheriff Derrick Cunningham
From: Montgomery County Commission
The above request is app 9-8-20 reimbursement of actual and necessary expenses in the approximate amount of $5,000.00 and advance registration of $1,400.00 is authorized.

To be completed by the Finance Department

Fund Code:	001-52110.265	**(ex: 000-00000-000)**
Description:	Registration and Training	
Current Budget:	$40,000.00	
Approved Requests:	$27,565.00	
Budget Available:	$12,435.00	
Current Requests:	$0.00	
Budget Balance:	$12,435.00	

Montgomery County Commission

Reviewed by: S. Thomas
Date: 8/20/2020
cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 13

Date: 09/01/2020
To: Montgomery County Commission
From: Terri Henderson, Revenue Manager
Re: Approval for the following travel:

Destination: Montgomery, AL (Online Virtual ZOOM Platform)
Departure Date: 11/04/2020 Return Date: 11/06/2020
Conference Leave (Days / Hours): 3 Days
Purpose of Travel: Virtually Attend ALTIST CRE II: Minimum Examination for Local Government Examiners. Attendees Will Each Earn 20 CPE Hours That Will Apply Toward Their Initial CRE Designation And Certification Requirements.

Traveler (s) Name:
1. Gail Ashurst
2. Wade Watson
3.
4.
5.
6.

Check Mode of Transportation: County Vehicle ☐ Commercial Air ☐ Private Vehicle ☐ Other (Specify) ☐

Total (est.) Cost: $660.00 Advance Registration Required: $660.00
Department Name: Tax & Audit Fund Name: 001-51800-265
Additional Comments: Registration $660 Total (Advance Payment Required). Lodging $0. Meals $0. Mileage $0. Sponsor: Auburn University Government & Economic Development Institute. NOTE: FUNDS TO BE TAKEN FROM FY2021 BUDGET.

To: Terri Henderson, Revenue Manager
From: Montgomery County Commission
The above request is app. 9/8/2020 reimbursement of actual and necessary expenses in the approximate amount of $660.00 and advance registration of $660.00 is authorized.

To be completed by the Finance Department

Fund Code:	001-51800.265	**(ex: 000-00000-000)**
Description:	Registration and Training	
Current Budget:	$11,750.00	
Approved Requests:	$5,757.12	
Budget Available:	$5,992.88	
Current Requests:	$0.00	
Budget Balance:	$5,992.88	

Montgomery County Commission

Reviewed by: S. Thomas
Date: 9/1/2020
cc: Finance Director / Buyer

Revised 12/19/19