

ENROLLED ORDINANCE 165-37

AUTHORIZATION TO PARTICIPATE IN NACo PRESCRIPTION PROGRAM

WHEREAS, the National Association of Counties Organization (NACo), in which Waukesha County is a member, developed a managed pharmacy benefit services program in conjunction with CaremarkPCS Health Systems, LLC for prescription drug discounts for member counties, and

WHEREAS, it is believed that residents of Waukesha County without a prescription insurance benefit would benefit from a discount prescription drug program, and

WHEREAS, residents of Waukesha County may utilize the prescription discount program at no cost for membership provided Waukesha County agrees to participate in said program, and

WHEREAS, it is appropriate that the program be administered by the ADRC Division of the Department of Human Services, and

WHEREAS, the program is available county-wide at a large list of pharmacies and drug providers, and

WHEREAS, NACo and Caremark have provided a marketing and distribution program that is available to the County for implementation of this benefit.

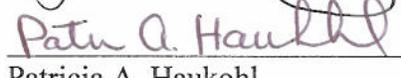
THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS that the agreement with NACo authorizing Waukesha County to participate for its citizens in the NACo drug discount benefit program, on file in the offices of the ADRC division of the Waukesha County Department of Health and Human Services, is accepted .

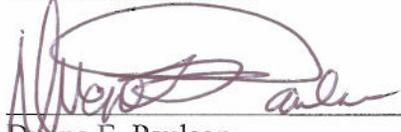
AUTHORIZATION TO PARTICIPATE IN NACo PRESCRIPTION PROGRAM

Presented by:
Executive Committee


James T. Dwyer, Chair

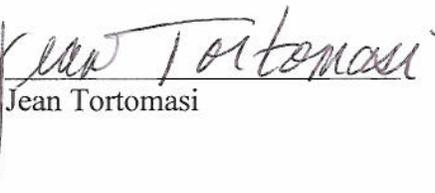

Janel Brandtjen


Patricia A. Haukohl


Duane E. Paulson

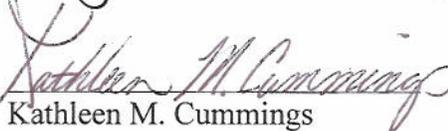

Fritz Ruf


David W. Swan

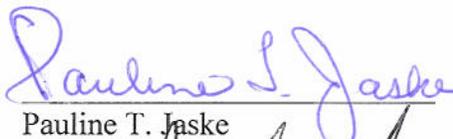

Jean Tortomasi

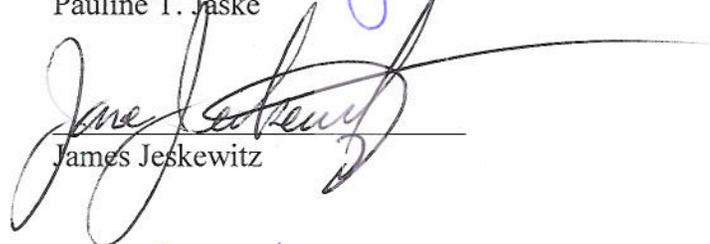
Approved by:
Health & Human Services Committee


Janel Brandtjen, Chair

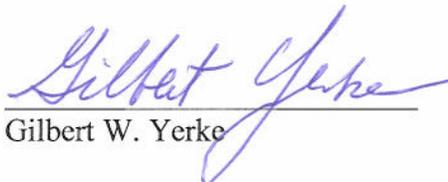

Kathleen M. Cummings

absent
Michael J. Inda


Pauline T. Jaske


James Jeskewitz

absent
Peter M. Wolff

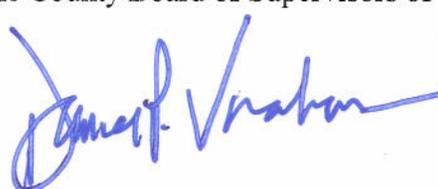

Gilbert W. Yerke

The foregoing legislation adopted by the County Board of Supervisors of Waukesha County, Wisconsin, was presented to the County Executive on:

Date: 8-27-2010, 
Kathy Nickolaus, County Clerk

The foregoing legislation adopted by the County Board of Supervisors of Waukesha County, Wisconsin, is hereby:

Approved:
Vetoed:

Date: 9-7-10, 
Daniel P. Vrakas, County Executive

WAUKESHA COUNTY BOARD OF SUPERVISORS

V

DATE-08/24/10

(ORD) NUMBER-1650031

- 1 D. FALSTAD.....AYE
- 3 R. HUTTON.....AYE
- 5 J. JESKEWITZ.....AYE
- 7 P. HAUKOHL.....AYE
- 9 J. HEINRICH.....AYE
- 11 F. RUF.....AYE
- 13 P. DECKER.....AYE
- 15 P. MEYERS.....AYE
- 17 J. TORTOMASI.....AYE
- 19 S. WIMMER.....AYE
- 21 W. ZABOROWSKI.....AYE
- 23 K. CHIAVEROTTI....AYE
- 25 G. YERKE.....AYE

- 2 T. ROLFS.....AYE
- 4 J. DWYER.....AYE
- 6 J. BRANDTJEN.....AYE
- 8 T. SCHELLINGER....AYE
- 10 D. SWAN.....AYE
- 12 P. WOLFF.....
- 14 M. INDA.....AYE
- 16 D. PAULSON.....AYE
- 18 K. CUMMINGS.....AYE
- 20 P. JASKE.....AYE
- 22 P. GUNDRUM.....AYE
- 24 W. KOLB.....AYE

TOTAL AYES-24

TOTAL NAYS-00

CARRIED _____

DEFEATED _____

UNANIMOUS ✓

TOTAL VOTES-24

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

This Managed Pharmacy Benefit Services Agreement for Member County effective _____
is entered into by and between CaremarkPCS Health, L.P. ("Caremark") and _____

("Member County"). Reference is hereby made to the Managed Pharmacy Benefit Services Agreement Consumer Card Program dated as of May 15, 2008 (the "Agreement") among National Association of Counties ("Customer"), Member County, and Caremark under which Customer has engaged Caremark to provide services to prescription drug plans for Customer and its Member Counties.

MEMBER COUNTY does hereby agree to be bound by, and to assume and perform, each and all of the terms, covenants and conditions of the Agreement as Member County (as defined in the Agreement) in the same manner and to the same extent as if it were a party thereto. Member County acknowledges and agrees that Customer and Caremark may amend all or any portion of the Agreement, except with respect to the Initial Term, and Member County hereby agrees to be bound by any such amendment. Customer shall give Member County reasonable notice prior to the effective date of any such amendment. If such amendment is adverse to Member County or its Participants, Member County may, within ninety (90) days of receiving such notice from Customer, terminate its participation in the Agreement by giving prior written notice to Customer and Caremark.

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

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

NATIONAL ASSOCIATION OF COUNTIES

CAREMARKPCS HEALTH, L.P.

By: CaremarkPCS Health Systems, LLC, its
General Partner

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

MEMBER COUNTY:

[County Name]

By: _____

Title: _____

Date: _____