Agenda

Monday, July 7, 2025 2:19 PM

AGENDA

MONTGOMERY COUNTY BOARD OF COMMISSIONERS

DAN GUARD, PRESIDENT Term: 2019 - 2028
JIM FULWIDER, VICE PRESIDENT Term: 2010 - 2026
JAKE BOHLANDER, MEMBER Term: 2025 - 2028

MONDAY, JULY 14, 2025
8 AM
1580 Constitution Row - Room E109
Crawfordsville, IN 47933

CALL TO ORDER Board President Dan Guard

PLEDGE ALLIGENCE and PRAYER

CONSENT AGENDA

Approval of Claims: AP & Payroll
Minutes: June 23, 2025
2025 Covered Bridge Certification

NEW BUSINESS

True RX Pharmacy Services Agreement
Health Board Appointment
Highway Department - Grader Lease & Front End Loader Lease
Open Owner Occupied Rehab Bids

ORDINANCES

2nd Reading Ordinance 2025-18 Juvenile Incentives and Treatment Grant - $3,970
Introduction Ordinance 2025-19 Amending Employee Handbook for Excused Absences
Introduction Ordinance 2025-20 Amending Employee Handbook for New Job Classification and Compensation Maintenance Plan replacing Employee Roster and Pay Schedule System (ERPS)

RESOLUTION

OTHER BUSINESS

ADJOURNMENT

Agenda subject to change

Montgomery County acknowledges its responsibility to comply with the Americans with Disabilities Act of 1990. In order to assist individuals with disabilities who require special services (i.e. sign interpretive services, alternative audio/visual devices, and amanuenses) for participation in or access to County sponsored public programs, services, and/or meetings, the County requests that individuals makes requests for these services forty-eight (48) hours ahead of the scheduled program, service, and/or meeting. To make arrangements, contact ADA/Title VI Coordinator Lori Dossett @ 765-361-2623

****Next Commissioner Meeting - Monday, July 28, 2025 @ 8:00 am****

Agenda Memo

Monday, July 7, 2025 3:00 PM

AGENDA

MONTGOMERY COUNTY BOARD OF COMMISSIONERS
DAN GUARD, PRESIDENT Term: 2019 - 2028
JIM FULWIDER, VICE PRESIDENT Term: 2010 - 2026
JAKE BOHLANDER, MEMBER Term: 2025 - 2028

MONDAY, JULY 14, 2025
8 AM
1580 Constitution Row - Room E109
Crawfordsville, IN 47933

CALL TO ORDER Board President Dan Guard

PLEDGE ALLIGENCE and PRAYER

CONSENT AGENDA

Approval of Claims: AP & Payroll
Minutes: June 23, 2025
2025 Covered Bridge Certification - *Annual Covered Bridge Certification certifying there is one covered bridge in Montgomery County as required by per IC 8-147-1-10. The report will be submitted to the State Comptroller's office by the July 31st due date.*

NEW BUSINESS

True RX Pharmacy Services Agreement *- Agreement reflects the new 2025 rates and rebates and includes the InnovativeRx negotiated terms and conditions. The agreement has been reviewed and is recommended for approval.*

Health Board Appointment - *New legislation allows the mayor of the largest city in each County to appoint one member to the Health Board. Mayor Barton has recommended Chris Amadon to the Commissioners to fill the vacancy. The appointment is for a 4 year term.*

Highway Department - Grader Lease - *From Highway Director Jake Lough - The highway department leases 4 motor graders from Westside Tractor Sales and that lease is to expire in 2026. Each grader is manufactured as they are ordered so the highway department needs to have these ordered by August to get them in time to replace the current graders. The highway department would be utilizing Sourcewell at a 5 year lease. By using SourceWell the highway department would be getting a 43% discount off original price. John Deere doesn't warranty the*

equipment past 5 years, this is why the highway department recommends the 5 year term. The estimated payment for all 4 graders per year would be $297,722.84 this includes warranty and maintenance of the machines. This did increase from the last lease $105,627.84 from when signed in 2021. Jeff Peters has also recommended that we continue to lease these graders because of the warranty and the expense of the machines instead of purchasing them outright.

Front End Loader Lease - *The highway department is looking at leasing with $1 buyout of a John Deer Loader with material scales to replace our 2010 Loader. This will be purchased through West Side Tractor Sales using SourceWell . By utilizing SourceWell the highway department is getting a 35% discount off original price. The annual payment will be $72,220 for 6 years. This also includes warranty and maintenance of the machine.*

SourceWell is a cooperative purchasing organization that offers competitively solicited contracts to government, education, and nonprofit organizations. These contracts allow members to purchase a wide variety of products and services, including equipment, technology, and construction materials, from nationally recognized suppliers. SourceWell handles the bidding process, saving members time and effort while ensuring competitive pricing.

Open Owner Occupied Rehab Bids - *Open bids from contractors for various work orders on Group 2. 805 E. Chestnut; 39 Center Drive; 711 S Green; 405 E. Chestnut.*

ORDINANCES

2nd Reading Ordinance 2025-18 Juvenile Incentives and Treatment Grant - $3,970

Montgomery County Probation Department has been awarded a grant on behalf of the Heather Barajas Fund and the Max Tannenbaum Trust Fund of the Montgomery County Community Foundation in the amount of $3,970 to be used for treatment and incentives for juveniles.

Introduction Ordinance 2025-19 Amending Employee Handbook for Excused Absences

Senate Enrolled Act 409, which amended Indiana Code §22-2-20, requires employers to allow employees to be absent from work, under certain circumstances, in order to attend school attendance meetings and case conference committee meetings concerning the employee's child;

Introduction Ordinance 2025-20 Amending Employee Handbook for New Job Classification and Compensation Maintenance Plan replacing Employee Roster and Pay Schedule System (ERPS)

Ordinance replaces the compensation review process known as ERPS with a new plan developed by the County's compensation consultant, W.I.S. The new plan establishes an administrative procedure for compensation requests for

reclassification of positions or new positions. Departments will submit their requests to the County Administrator who will review the submittal to determine if it meets that conditions for review by the compensation consultant. The compensation consultant would review the request and submit their recommendation to the Council. The Council will continue to be responsible for the final approval of these requests.

RESOLUTION

OTHER BUSINESS

ADJOURNMENT

AP Claims

Monday, July 7, 2025 3:14 PM

Payroll Claims

Monday, July 7, 2025 3:14 PM

Minutes: June 23, 2025

Monday, July 7, 2025 3:14 PM

2025 Covered Bridge Certification

Monday, July 7, 2025 3:14 PM

COVERED BRIDGE CERTIFICATION
State Form 56491 (R2 / 4-24)
Prescribed by State Comptroller, 2024
Approved by State Board of Accounts, 2024

State Comptroller
200 W Washington St., Room 240
Indianapolis, IN 46204
317-232-3300 Option: 4
www.in.gov/comptroller

County Name Montgomery County

Number of covered bridges per IC 8-14-1-10 1

We, the county commissioners of Montgomery County, hereby certify that the aforementioned is the true number of covered bridges in said county per IC 8-14-1-10 for calendar year 2025.
Dated this 14th day of July, 2025.

Dan Guard
County Commissioner Name (*Print name*)

County Commissioner's Signature

Jim Fulwider
County Commissioner Name (*Print name*)

County Commissioner's Signature

Jake Bohlander
County Commissioner Name (*Print name*)

County Commissioner's Signature

Mindy Byers County
Auditor Name *(Print name)*

County
Auditor Signature

Due by July 31st 2025

E-mail completed form to: LocalGovernment@comptroller.in.gov

True RX Pharmacy Services Agreement

Monday, July 7, 2025 2:42 PM

2nd Reading Ordinance 2025-18 Juvenile Incentives and Treatment Grant - $3,970

Wednesday, July 9, 2025 4:06 PM

Montgomery County Board of Commissioners

Ordinance 2025-18

AN ORDINANCE CREATING THE JUVENILE INCENTIVES & TREATMENT GRANT FUND

Whereas, the Montgomery County Probation Department has been awarded a grant on behalf of the Heather Barajas Fund and the Max Tannenbaum Trust Fund of the Montgomery County Community Foundation in the amount of $3,970 to be used for treatment and incentives for juveniles; and

Whereas, the use of funds from the grant award may be used by the Montgomery County Probation Department consistent with the terms and conditions of the grant award and grant agreement; and

Whereas, the Montgomery County Board of Commissioners finds that a new fund, the Juvenile Incentives and Treatment Grant Fund, should be created in order to receive the funds from the Montgomery County Community Foundation and to provide a mechanism for appropriation and accounting for the funds used.

Therefore, it is ordained that a new section, Section 35.___ of the Montgomery County Code, is hereby added to the County Code and that this new section shall read as follows:

> "**§ 35.____ Juvenile Incentives and Treatment Grant Fund**
>
> (A) *Source of Funds.* The Montgomery County Board of Commissioners hereby establishes the Juvenile Incentives and Treatment Grant Fund. The fund shall consist of monies received on behalf of the Heather Barajas Fund and the Max Tannenbaum Trust Fund of the Montgomery County Community Foundation.

(B) *Use of Funds*. All money in the Fund will be used by Montgomery County Probation Department from the Montgomery County Community Foundation for support of the Juvenile Incentives and Treatment Grant Fund and will provide funding specifically $3,970 to be used for treatment and incentives for juveniles, specifically $1,970 for PRIme for Life Training, $680 for Moral Reconation Therapy (MRT) Training, and $1,500 for Juvenile Incentives as provided for in the grant award, in a form and manner consistent with the award.

(C) *Non-Reverting Fund*. This is a Non-Reverting Fund."

It is further ordained that this ordinance shall be effective upon adoption.

It is further ordained that all other provisions of the Montgomery County Code of Ordinances which are not specifically amended by this ordinance shall remain in full force and effect.

Adopted this _____ day of July, 2025.

Montgomery County Board of Commissioners:

_____
Dan Guard, President

_____
Jim Fulwider, Vice President

_____
Jake Bohlander, Member

Attest:

_____
Mindy Byers, Auditor

Introduction Ordinance 2025-19 Amending Employee Handbook for Excused Absences

Monday, July 7, 2025 2:26 PM

Montgomery County Board of Commissioners

Ordinance 2025-19

Amending Employee Handbook for Excused Absences

Whereas, the Board of Commissioners periodically review the Employee Handbook in order to ensure that the Handbook contains policies which provide for efficiency in the delivery of services and appropriate benefits for employees of the Montgomery County government and in order to ensure compliance with law; and

Whereas, Senate Enrolled Act 409, which amended Indiana Code §22-2-20, requires employers to allow employees to be absent from work, under certain circumstances, in order to attend school attendance meetings and case conference committee meetings concerning the employee's child; and

Whereas, this new law became effective on July 1, 2025; and

Whereas, the Board of Commissioners wish to amend the County Employee Handbook in order to include the new rights granted by Senate Enrolled Act 409; and

Whereas, the Board finds that a new section, Section 3.16, should be added to the Employee Handbook and that it should read as shown below; and

Whereas, the Board finds that the amendments to the Employee Handbook should be effective upon adoption.

It is therefore ordained that a new section, Section 3.16, is hereby added to the Employee Handbook and that the new section shall read as follows:

"Section 6.13 Absence for Attendance at Certain Educational Meetings

6.13.1 Right to be Absent. An employee has the right to be absent from work in order to attend (1) a school attendance conference, as provided for by Indiana Code 20-33-2.5, and (2) a case conference committee meeting with respect to the employee's child, if the following conditions are satisfied:

1. the employee has not been absent more than once during the current calendar year because of attendance at such a conference or meeting;

2. the period of absence is not longer than reasonably necessary to attend and travel to and from the conference or meeting; and

3. the employee provides to the employer notice of the conference or meeting at least five (5) days in advance of the conference or meeting.

6.13.2 Unpaid Absence. The absence under this section is unpaid.

6.13.3 Documentation. The employee must provide to the employer documentation confirming that the employee attended the conference or meeting.

6.13.4 Definition of Child. For purposes of this section, the term "child" means a biological child, adopted child, foster child, or stepchild."

It is further ordained that this ordinance shall be effective upon adoption.

It is further ordained that any provisions of the County Code of Ordinances and Employee Handbook which are not specifically amended by this ordinance shall remain in full force and effect.

Adopted this _____ day of July, 2025.

Board of Commissioners:

_____
Dan Guard, President

_____
James D. Fulwider, Vice President

_____
Jake Bolander, Member

Attest:

_____
Mindy Byers, Auditor

Introduction Ordinance 2025-20 Amending Employee Handbook for New Job Classification and Compensation Maintenance Plan replacing Employee Roster and Pay Schedule System (ERPS)

Monday, July 7, 2025 2:32 PM

Montgomery County Board of Commissioners

Ordinance 2025-20

Amending Employee Handbook for New Job Classification and Compensation Maintenance Plan replacing Employee Roster and Pay Schedule System (ERPS)

Whereas, the Board of Commissioners periodically reviews the Employee Handbook in order to ensure that the Handbook contains policies which provide for efficiency in the delivery of services and appropriate benefits for employees of the Montgomery County government and in order to ensure compliance with law; and

Whereas, the County Council has adopted a new Job Classification and Compensation Maintenance Plan which replaces the Employee Roster & Pay Schedule System (ERPS) which was adopted in 2018; and

Whereas, the new Plan makes changes to the procedure used for requests for changes in compensation; and

Whereas, the County Council has adopted a resolution requesting that the Board of Commissioners amend Section 2.03.7 of the Employee Handbook in order reflect the new compensation plan; and

Whereas, the Board of Commissioners finds that Section 2.03.7 of the Employee Handbook should be amended to incorporate the procedures provided for in the Plan.

It is therefore ordained that Section 2.03.7 of the Employee Handbook should be amended to read as follows:

"**Section 2.07.3 Job Classification and Compensation Maintenance Plan**

The Montgomery County Council has adopted the Job Classification and Compensation Maintenance Plan (the Plan). The plan is used to determine compensation of employees, beginning in 2025. The following rules apply to the maintenance of the Plan.

2.07.1 Requests for Review. The County Administrator is responsible for administration of the Plan, overseeing job review procedures, and evaluating whether requests require referral to the compensation consultant for recommendation. Any requests for review must be submitted to the County Administrator during the months of January to April. No request for review of existing positions will be submitted more than once during a 12-month period.

2.07.2 Determination. The County Council will decide all requests for reclassification and requests for compensation determination for new positions.

2.07.3 Procedures. All persons requesting reclassification or a change in compensation must follow the procedures outlined in the Plan. A copy of the plan is attached to the Employee Handbook and marked Schedule 1."

It is further ordained that this ordinance shall be effective upon adoption.

It is further ordained that any provisions of the County Code of Ordinances and Employee Handbook which are not specifically amended by this ordinance shall remain in full force and effect.

Adopted this _____ day of July, 2025.

Board of Commissioners:

_____
Dan Guard, President

_____
James D. Fulwider, Vice President

_____
Jake Bolander, Member

Attest:

_____
Mindy Byers, Auditor

Printout

Monday, July 7, 2025 2:43 PM

TRUE RX

Pharmacy Services Agreement

Montgomery County f/k/a County of Montgomery

THIS PHARMACY SERVICES AGREEMENT ("**Agreement**") is made and entered into this 1st day of January, 2025 (hereinafter referred to as the "**Effective Date**"), by and between **True Rx Management Services, Inc., d/b/a True Rx Health Strategists** with primary offices located at PO Box 431, 2495 E. National Hwy, Washington, Indiana 47501 (hereinafter referred to as **"True Rx"**), and **Montgomery County f/k/a County of Montgomery** with primary offices located at 100 East Main Street, Crawfordsville, IN 47933 (hereinafter referred to as **"Client"**) (each a "**Party**" and collectively the "**Parties**").

RECITALS

WHEREAS: True Rx is a corporation duly formed in Indiana, in good standing, engaged in the business of administering Prescription Drug Plans, adjudicating and processing Prescription Medication Plans and all things necessary and flowing therefrom.

WHEREAS: Client provides a Group Health Plan on behalf of its employees, hereinafter "Covered Persons". The health benefits being offered by Client to its Covered Persons include a Prescription Drug Plan.

WHEREAS: Client wishes to contract with and utilize the services of True Rx for the establishment and processing of its Prescription Drug Plan, and True Rx wishes to contract with and provide those services to Client, the Parties enter into this Agreements to set forth their respective duties, responsibilities and expectations.

WHEREAS: It is the intent of the Parties and the Parties hereby agree that this Agreement supersede and replace all prior agreements and amendments thereto. Any conflict between the terms and conditions of prior agreements and this Agreement shall be governed by the terms and conditions contained within this Agreement.

COVENANTS

NOW THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, the receipt and sufficiency of which are hereby acknowledged, Client and True Rx agree as follows:

1. **DEFINITIONS.**

The following are defined terms used in this Agreement:

340B Claims: A Paid Claim where a 340B covered entity pharmacy submits the Claim as having been acquired through the 340B program, as described in Section 340B of the Public Health Service Act, by using the Submission Clarification Code of "20" in field 420-DK, Submission Type Code of "AA" in field D17-K8, Basis of Cost Determination of "08" in field 423-DN, or Basis of Reimbursement Determination of "12" in field 522-FM of the NCPDP File at the time of adjudication. True Rx also defines 340B Claims as those with 340B Status Code of 38 or 39 or a Submission Clarification Code of 20.

Administrative Fee: The base fee payable to PBM for PBM Services as reflected in Schedule 1, Table 1, Pricing.

Administrative Fee, Other: Any other fees payable to PBM for optional PBM Services or clinical programs as reflected in Schedule 1 attached hereto and incorporated herein by reference, Optional PBM Services or Clinical Programs

Annual Reconciliation: An annual process completed by Client and/or pharmacy benefit consultant in cooperation with the PBM for all financial and service-related guarantees as outlined in Schedule 1 attached hereto and incorporated herein by reference.

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Antivirals: claims where the GPI begins with 12.

Average Wholesale Price or "AWP": The Average Wholesale Price of a Covered Product as set forth in the Pricing Source updated no less than weekly. The applicable Average Wholesale Price ("AWP") shall be the actual 11-digit National Drug Code (NDC) for the Covered Product on the date dispensed, and for prescriptions filled in (a) Retail Pharmacy or Specialty Pharmacies the AWP will be for the actual package size from which the prescription drug was dispensed as reported by such Retail Pharmacy and/or Specialty Pharmacy, and (b) in the Mail Order Pharmacy the AWP will be based on the NDC of the actual package size purchased by the Mail Order Pharmacy and used to fill the prescription. Repacked and relabeled NDCs are not to be used. Additionally, AWP is specific to the date the medication is dispensed.

AWP Discount: A percent discount off of AWP used during the lessor of adjudication logic reflected in Schedule 1 attached hereto and incorporated herein by reference.

AWP Effective Rate: The actual calculated discount rate performance for all Paid Claims within each Pricing Component. The AWP Effective Rate is calculated for all Paid Claims of each Pricing Component by subtracting the sum of the Ingredient Cost Paid from the sum of the AWP and dividing by the sum of the AWP.

AWP Effective Rate Minimum Guarantee: The minimum annual aggregate AWP Effective Rate that is guaranteed at the Pricing Component by the PBM as reflected in Schedule 1 attached hereto and incorporated herein by reference.

Benefit Design: The specifications according to the Plan document, including but not limited to Covered Products, Cost Share, and drug coverage, as documented between the Parties.

Biosimilar Drug: A Covered Product, on the Specialty Drug List, that is highly similar to a biological product already approved by the FDA (i.e. "Reference Product") and is licensed and approved by the FDA under Section 351(k) of the PHS Act (42 U.S.C § 262(k)) as a Biosimilar Drug notwithstanding minor differences in clinically inactive components, but otherwise no meaningful differences between the biological product and the Reference Product(s) in terms of safety, purity, and potency of the product. Classification as a Biosimilar Drug does not supersede the definition of a Brand Drug or Generic Drug unless they are required to be classified as Generic Drugs under CMS regulations or FDA standards.

Brand Drug: Any Covered Product that is not identified as a Generic Drug.

Claim: A request for reimbursement, either electronically from a pharmacy or via paper submission by a Plan Participant, after dispensing a Covered Product to a Plan Participant.

Claims from Institutional hospital pharmacies: a pharmacy whose NCPDP Data Q database Primary Dispenser Type Code is equal to "11".

Claims for drugs dispensed by a managed care organization pharmacy: a pharmacy whose NCPDP Data Q database Primary Dispenser Type Code is equal to "12".

Claims for drugs dispensed by a clinic pharmacy: a pharmacy whose NCPDP Data Q database Primary Dispenser Type Code is equal to "14".

Claims for drugs dispensed at a non-pharmacy dispense site: means a facility where prescriptions can be dispensed directly to the patient instead of requiring them to a separate pharmacy for pick-up Primary Dispenser Type Code is equal to "7".

Compound Drug Claim: A mixture of ingredients where at least one ingredient is a federal legend drug and where the pharmacy submits the Claim as a Compound Drug with a Compound Code field 406-D6 of "2" in the NCPDP File.

Contract Year: The twelve (12) month period beginning on the Effective Date of this Agreement and each consecutive twelve (12) month period thereafter

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Coordination of Benefit "COB" Claim: A Claim for a Covered Product where the Client is not the primary payor and processed with an Other Coverage Code of 2 indicating that the Plan Sponsor is the secondary payer.

Cosmetic Drugs, Appliances, Devices, Bandages, Heat Lamps, Braces, Splints, Vaccines, Artificial Appliances, Health and Beauty Aids, and Dietary Supplements: as a group have GPI 78, 77, 81, 88 or 92.

Cost Share: The amount paid directly by a Plan Participant for Covered Products as outlined in the Plan Benefit Design. This may include, but is not limited to, a copay, coinsurance, and/or deductible for avoidance of doubt, funds paid by Manufacturer Copay Assistance Program or Manufacturer Patient Assistance Programs are not considered Cost Share. Unless specifically precluded by state or federal law or otherwise directed by Client.

Covered Product or Covered Drug(s): Any medication, including but not limited to a prescription drug, OTC Product, device, supply, or biologic agent, prescribed by a provider for a Plan Participant that is covered under the Plans pharmacy or medical benefit and meets all criteria for coverage.

Direct Member Reimbursement or "DMR": A Paid Claim that is submitted directly by the Plan Participant or by a pharmacy to the PBM requesting direct reimbursement to the Plan Participant

Dispensing Fee: A fee, incurred at the point of sale, paid to the Retail Pharmacy, Mail Order Pharmacy or Specialty Pharmacy for professional services rendered in dispensing a Covered Product to a Plan Participant as reflected in the Dispensing Fee Paid field 507-F7 of the NCPDP File. Dispensing Fee is one of four (4) fields that are used to determine the total cost of a Covered Product to the Plan and/or Plan Participant. Additional fields above 4 may be needed to calculate final Plan and/or Plan Participant cost based upon future NCPDP standard changes. True Rx will notify Client of any such changes in the Ingredient Cost fields caused by NCPDP changes.

Dispensing Fee Maximum Guarantee: The maximum annual aggregate Dispensing Fee by Pricing Component reflected in Schedule 1 attached hereto and incorporated herein by reference. The Dispensing Fee Maximum Guarantee performance will be calculated by dividing the sum of the total Dispensing Fee for each Pricing Component by the total number of Paid Claims in that Pricing Component.

Duplicate Claim: A Paid Claim for the same Plan Participant, with the same date of service, NDC, dispensed quantities, days supply, cost fields, and prescription number filled at the same pharmacy.

Exclusive Distribution Drug: A Specialty Drug on the Specialty Drug List whose distribution is limited by the manufacturer to only one Specialty Pharmacy that is not owned by the PBM or an affiliate of the PBM.

Exclusive Formulary means a Formulary that is focused on cost containment for the Client and Covered Person. This approach will include maximizing Rebates provided by manufacturers and reducing overall cost by excluding some drugs from the Formulary. However, excluded drugs may be covered for some individuals based upon medical necessity and failure of a preferred drug(s).

Formulary means a list of medicines and their price tier classification for Covered Persons under the Group Health Plan.

Generic Drug means the following: Any Covered Product identified by its chemical or non-proprietary name considered by the Food and Drug Administration to be therapeutically equivalent to a Brand Drug as reflected in the Pricing Source at the time of adjudication, has a Multisource Code of "Y" or Brand Name Code of "G". Once a Covered Product is identified as a Generic Drug it will remain a Generic Drug and will be considered a Generic Drug for all purposes under this Agreement.

Group Health Plan means the employee welfare benefit Plan, or arrangement sponsored by Client, by which Client provides pharmacy benefits to Covered Persons

Home Infusion Claims: A pharmacy whose NCPDP DataQ database Primary Dispenser Type Code is equal to "06".

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Illness means sickness, disease, or pregnancy.

Indian/Tribal/Urban (I/T/U) Claims: a pharmacy whose NCPDP DataQ database Primary Dispenser Type Code is equal to "08".

Ingredient Cost: The cost of a Covered Product, as calculated by the lessor of adjudication logic and as reflected in the Ingredient Cost field 506-F6 of the NCPDP field. Ingredient Cost excludes the cost associated with the Dispensing Fee, Tax, or Vaccine Administration Fee. Ingredient Cost is one of four (4) fields that are used to determine the total cost of a Covered Product to the Plan and/or Plan Participant. Any cost that is not Dispensing Fee, Tax, or a Vaccine Administration Fee must be considered Ingredient Cost. For avoidance of doubt, no cost, including but not limited to, a Plan Participant DAW penalty cost, Manufacturer Copay Assistance Program funds, or any other cost can be deducted from or removed from the originally calculated Ingredient Cost amount as determined by the lessor of adjudication logic reflected in Schedule 1. Additional fields above 4 may be needed to calculate the final Plan Cost and/or Plan Participant cost based upon future NCPDP standard changes. True Rx will notify Client of any such changes in the Ingredient Cost fields caused by NCPDP changes.

Limited Distribution Drug: A Specialty Drug on the Specialty Drug List whose distribution is limited by the manufacturer to only certain Specialty Pharmacies that is not owned by the PBM or an affiliate of the PBM.

Long Term Care Claims: A pharmacy whose NCPDP DataQ database Primary Dispenser Type Code is equal to "04".

MAC List: A list of Brand Drugs and Generic Drugs, managed by the PBM, that consists of the maximum allowable unit cost, which is used as part of the lesser of logic, to calculate the Ingredient Cost for a Covered Product at Claim adjudication.

Mail Order Claim: Any Claim dispensed to a Plan Participant from a Mail Order Pharmacy.

Mail Order Pharmacy: A pharmacy designated by the PBM or the Client and reflected in Exhibit B

Managed Care Organization Pharmacy: A pharmacy whose NCPDP DataQ database Primary Dispenser Type Code is equal to "12".

Manufacturer Administrative Fee: Any and all types or revenue, collected by the PBM, whether paid, credited or discounted to the PBM from the Manufacturer or Rebate Aggregator, to administer, in any way, the Rebate program of the PBM.

Manufacturer Copay Assistance Program: A program provided by the manufacturer that for certain Covered Products that assist Plan Participants with their Cost Share.

Manufacturer Derived Revenue: Collectively all Rebates and Manufacturer Administrative Fees.

Manufacturer Derived Revenue Minimum Guarantee: The minimum guaranteed amount of Manufacturer Derived Revenue per Brand Drug Paid Claim payable to the Plan as reflected in Schedule 1 attached hereto and incorporated herein by reference.

Maximum Allowable Cost or MAC: The maximum allowable unit cost, which is used as part of the lesser of logic, to calculate the Ingredient Cost for a Covered Product at Claim adjudication.

Medicaid fee-for-service Claims: Claims paid through Medicaid.

Medical Specialty Drug: A medication on the True Rx Medical Specialty Drug List that includes non-self-administered products and products administered by a healthcare provider and/or under the supervision of a health care provider. This list is reviewed and updated from time to time by True Rx up to twice per year.

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Medical Supplies and Devices: Claims for products with GPIs beginning with 94 or 97.

Military Treatment Facility: A pharmacy whose NCPDP Data Q database Primary Dispenser Type Code is equal to "17".

Most Favored Nation State: ("MFN states"): States or territories that define minimum reimbursements to pharmacies.

National Drug Code or NDC: A unique, three-segment product identifier for human drugs, including but not limited to prescription drugs, OTC Products, and insulin products that have been manufactured, prepared, propagated, compounded, or processed by establishments registered with the FDA for commercial distribution.

NCPDP File: The National Council for Prescription Drug Programs, "NCPDP" Telecommunications Standard Version in effect at the time and updated from time to time.

New to Market: New Covered Products that have a new GPI-14 and have entered the market after the Effective Date of this Agreement.

Non-Profit Institutions Act (NPIA): is a federal law that allows non-profit organizations to purchase discounted products from manufacturers for their own use. The NPIA is an exemption to the Robinson-Patman Antidiscrimination Act, which prohibits manufacturers from selling the same product to competitors at different prices and provides special low-cost prices, no Rebates are allowed for drugs under this program.

Non-Specialty Drug: Any drug that is not on the Specialty Drug List or not added to the Specialty Drug List within the Contract Year. Specialty/Non-Specialty determination will be based upon the drug's specialty status at the time of adjudication. True Rx will manage and update the Specialty Drug List on a quarterly basis and communicate those changes to Client.

Over The Counter Product or OTC Products: A Covered Product with a Medi-Span Rx OTC indicator code of "O" or "P".

Paid Claim: A Claim for a Covered Product that is paid by the Plan. Rejected Claims, Reversed Claims, and Duplicate Claims are not considered Paid Claims and are not included in any financial guarantees, performance guarantees, or Administrative Fee calculations.

Participating Pharmacies: Any Retail Pharmacy, Mail Order Pharmacy, or Specialty Pharmacy considered in network by PBM.

Pass-Through Pricing Model: Client will receive 100% of the Network Pharmacies' negotiated discount for the drug dispensed - including the Dispensing Fee - without any reclassification, mark-up or spread by PBM and net of any direct-indirect remuneration (DIR) fees. The amount charged to Client shall be the exact Ingredient Cost Paid and the exact Dispensing Fee which is paid to the dispensing pharmacy. Additionally, 100% of all Manufacturer Derived Revenue received by PBM based on Client Claims shall be paid to Client.

PBM: Prescription Benefit Manager that is contracted by Client to provide PBM Services.

PBM Discount Card Program: A program offered by the PBM where the PBM accesses pricing available from their own or commercially available patient discount card programs (i.e. GoodRx, SingleCare, etc.) and make the available discount card pricing part of their adjudication lesser of logic.

PBM Formulary: The list of Covered Products and any utilization management requirements, as determined by the PBM and updated from time to time, selected by the Client.

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Plan: A group or individual benefit Plan administered by Client that offers Covered Products through its prescription drug benefit.

Plan Participants: An employee, spouse and/or dependents who are eligible under the Plan and whose eligibility has been confirmed by the Client or designated eligibility vendor via file transfer, verbally or in writing as of the date Covered Products are adjudicated.

Pricing Component: Each separate financial guarantee (AWP Effective Rate Minimum Guarantee, Dispensing Fee Maximum Guarantee, Manufacturer-Derived Revenue Minimum Guarantee) and each separate drug type (Brand Drug, Generic Drug, Biosimilar Drug. LDD Drug, Exclusive Distribution Drug) within each separate delivery channel (Retail 30, Retail 90, Mail Order Pharmacy and Specialty Pharmacy).

Pricing Source: MediSpan Master Drug Database shall be the source for AWP based pricing for all adjudicated Covered Products. No more than one Pricing Source may be used, and this same Pricing Source must be used to reimburse Network Pharmacies. True Rx uses MediSpan as the sole source of AWP.

Rebate: Any and all types of revenue collected by the PBM that is derived from a manufacturer or Rebate Aggregator. This includes but is not limited to any payment, remuneration, reimbursement, credit received due to Client or book of business; utilization, PBM Formulary placement Rebates, market share Rebates, discount programs, manufacturer or PBM defined Administrative Fees, direct or indirect remuneration, fees, price protection caps, manufacturer price guarantees, inflation protection caps, medical benefit management services, value based or outcomes contracts that are not passed on to the Client, cost containment programs, or any other revenue derived from the manufacturer or Rebate Aggregator.

Rebate Aggregator: Any entity, including affiliates, engaged by the PBM to source Manufacturer Derived Revenue.

Rejected Claim: A Claim that is rejected by the PBM during adjudication and not submitted for payment.

Repackaged NDC Claims: A Claim identifiable by the 'repackaged_code' in Medispan where populated with 'X'.

Retail 30 Claim: A Paid Claim for a Non-Specialty Drug filled at a Retail or Specialty Pharmacy with a day's supply of less than or equal to 83 days.

Retail 90 Claim: A Paid Claim for a Non-Specialty Drug filled at a Retail or Specialty Pharmacy with a day's supply of greater than or equal to 84 days.

Retail Pharmacy: Any pharmacy that is not a Mail Order Pharmacy or a Specialty Pharmacy. Retail Pharmacies may have additional subclassifications.

Reversed Claim: A Claim that is originally paid but the same Pharmacy submits another Claim for the same Plan Participant, prescription number, and NDC resulting in reversal of the original Claim. A Reversed Claim is the reversal of a previously Paid Claim so that the net impact is zero.

Specialty Drug: A Covered Product that is administered as an injectable infusion, oral or inhaled drug used in the management of chronic and/or complex conditions typically having one or more of several key characteristics, including: requires significant patient proficiency in self-management or administration; a high potential for severe side effects and/or diminished outcomes absent concurrent clinical oversight; frequent dosing adjustments and intensive clinical monitoring to decrease the potential for drug toxicity and increase the probability for beneficial treatment outcomes; require intensive patient training and compliance assistance to facilitate therapeutic goals; is a Limited Distribution Drug or Exclusive Distribution Drug via a manufacturers limited Specialty Pharmacy network, requires special handling (refrigerated, frozen, cytotoxic, etc.); requires special administration requirements (syringes, pumps, tubing, nebulizers, supplies); is subject to Risk Evaluation and Mitigation Strategies ("REMS") per the FDA; manufactured using recombinant DNA technology. Specialty Drugs are listed in Exhibit G of this Agreement and as updated by the PBM as required in Exhibit A. True Rx will manage and update the Specialty Drug List. New to market

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drugs are evaluated and may be added to the Specialty Drug List as they come to market. Other changes are made to the list up to twice per year. The Specialty Drug List is published twice per year by the PBM as required in Exhibit D.

Specialty Drug Claim: A Claim for a Covered Product that is listed on the Specialty Drug List or as updated within a Contract Year. Specialty/Non-Specialty determination will be based upon the drug's Specialty Drug status at the time of adjudication. True Rx will manage and update the Specialty Drug List. New to market drugs are evaluated and may be added to the Specialty Drug List as they come to market. Other changes are made to the list up to twice per year. The Specialty Drug List is published twice per year.

Specialty Drug List: A list of Specialty Drugs that is updated by the PBM. True Rx will manage and update the Specialty Drug List. New to market drugs are evaluated and may be added to the Specialty Drug List as they come to market. Other changes are made to the list up to twice per year. The Specialty Drug List is published twice per year. This will include evaluation of New to Market drugs.

Specialty Pharmacy: A licensed Pharmacy under contract with True Rx to provide Specialty Drugs to Members.

Subrogation Claim: A Claim from a governmental agency seeking reimbursement from the Plan for a Claim the State paid on behalf of a recipient of the governmental agency who was a Plan Participant when the Claim adjudicated.

Tax: The dollar amount reflected in field 523-FN of the NCPDP File. Tax is one of four (4) fields that are used to determine the total cost of a Covered Product to the Plan and/or Plan Participant, however, additional fields above 4 may be needed to calculate the final Plan Cost and/or Plan Participant cost based upon future NCPDP standard changes. True Rx will notify Client of changes in the Ingredient Cost fields caused True Rx will notify Client of any such changes in the Ingredient Cost fields caused by NCPDP changes.

Third Party Administrator (TPA) means the party that administers the medical benefits on behalf of the Group Health Plan.

Thyroid Drugs: Claims where GPI begins with 2810001010 or 28100050

"Universal Formulary" means a Formulary that does not exclude medications from the Formulary for the purposes of increasing Rebates from the manufacturers.

Usual and Customary Charge or "U&C": The price charged for a Covered Product, by a Pharmacy, at the point of sale, for any person without pharmacy insurance coverage. This same charge is submitted by the pharmacy when adjudicating a Claim for a Covered Product to the PBM as part of the adjudication process and is reflected in field 4126-DQ on the NCPDP File.

Vaccine Claim: A Claim for a Covered Product that is a substance used to stimulate the production of antibodies and provide immunity against one or several diseases. Vaccine Claims include, without limitation, Claims for those products with a Medi-Span GPI-2 of 17 or 18.

Vaccine Administration Fee: The professional fee charged by a pharmacy to administer a Vaccine product at the point of sale. Vaccine Administration Fee is one of four (4) fields that are used to determine the total cost of a Covered Product to the Plan and/or Plan Participant, however, additional fields above 4 may be needed to calculate the final Plan Cost. True Rx will notify Client of any such changes in the Ingredient Cost fields caused by NCPDP changes.

Worker's Compensation Claim: A Claim related to Worker's Compensation submitted while Covered Person is subject to Worker's Compensation Coverage.

2. **SCOPE OF RELATIONSHIP**. True Rx and Client specifically agree to these important terms regarding the Scope of the Relationship between them, as determined by this Agreement. True Rx is retained by Client only for the purposes and to the extent stated in this Agreement and the relationship of True Rx to Client is that of an independent contractor. True Rx defers to Client with respect to the administration and operation of its Plan. True Rx

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performs only ministerial functions and not discretionary functions with respect to Client's Group Health Plan, and Client is solely responsible for the implementation, administration and interpretation of its Plan and for all final Claim determinations, including all final Claim Appeal determinations. As such, it is understood and agreed that Client is the Named Fiduciary and the Plan Administrator of its Group Health Plan under ERISA and the Internal Revenue Code, and True Rx is not a fiduciary with respect to the Plan and is not a Plan Administrator for purposes of ERISA.

3. **SERVICES**. True Rx shall, on behalf of Client for those Covered Persons under Client's Group Health Plan covered by Client, provide certain pharmacy services, including the adjudication of Prescription Claims, management of Prescription costs, negotiation of payments to pharmacies and other related pharmacy fulfillment services as are more specifically set forth on **Services Schedule 1,** which is attached hereto and incorporated herein by this reference**.** (Hereinafter the services listed in this Agreement and on Services Schedule 1 are referred to as the "**True Rx Services**").

4. **CLIENT RESPONSIBILITIES.** Client agrees to cooperate with True Rx to allow True Rx to perform its True Rx Services for Client. Client agrees to review and execute documents prepared by True Rx for Client with respect to the performance of the True Rx Services. Client agrees that it is solely responsible for determining the Covered Persons under the Group Health Plan and that it may add or delete Covered Persons from eligibility files pursuant to the terms and conditions of this Agreement, and that True Rx may rely upon all of the Plan documents and instruments and the eligibility files for purposes of its performance under this Agreement. Client further agrees to provide to True Rx necessary Protected Health Information and certain required personal information of Covered Persons in order to permit True Rx to process Claims under Client's Group Health Plan. All information shall be delivered to True Rx in a format and with the content consistent with the applicable statutes and regulations. Client also agrees to cooperate in the performance of the True Rx Services and acknowledges and agrees to the Additional Services and Services Limitations stated in Services Schedule 1.

5. **TERM.** This Agreement is for a one (1) year term following the Effective Date. This Agreement will automatically renew every year on the anniversary date for an additional one (1) year term, unless either Party files notice with the other Party at least sixty (60) days prior to the renewal date. Notwithstanding the automatic renewal provision, either Client or True Rx may terminate this Agreement at any time, after the initial (1) year, by providing ninety (90) days prior written notice of termination to the other Party by certified mail, return receipt requested, to the person identified in the Notice provision in Section 23. In the event that Client fails to provide sufficient notice of termination as required or terminates this Agreement prior to the end of the Agreement term as described herein above, Rebates may be withheld from Client at True Rx's discretion. In addition to the holding of Rebates, if Client fails to comply with the requirements of this paragraph, True Rx shall be entitled to all fees earned through the cancelation date as well as, at its sole discretion, orders for injunctive relief, specific performance and any and all other remedies in equity or law. True Rx shall be entitled to all costs associated for any action necessary to enforce this Agreement to include, but not limited to, reasonable attorneys' fees.

6. **TERMINATION**. Without limiting the foregoing, either Party may immediately terminate this Agreement and any related agreements if a particular Party to this Agreement, who believes it is in compliance with the terms of the Agreement (the "**Non-Breaching Party**") makes the determination that the other Party has materially breached a term of this Agreement, or the Business Associate Agreement referred to in Section 14 of this Agreement (the "**Breaching Party**"). Non-Breaching Party may, in its sole discretion, choose to provide Breaching Party with written notice of its assertion of a material breach. If so, the Breaching Party has thirty (30) calendar days to cure said breach upon mutually agreeable terms, or otherwise to respond to the Non-Breaching Party. In the event that a mutually agreeable resolution is not reached within this thirty (30) day period, the Non-Breaching Party will provide to the Breaching Party a final demand for cure to occur within an additional fifteen (15) calendar days. Failure by Breaching Party to cure said asserted material breach within this additional fifteen (15) calendar day period, permits the Non-Breaching party to immediately terminate of this Agreement.

7. **TRANSITION OF FILES**. Upon termination of this Agreement, True Rx shall promptly transition Claims files and/or history to Client's new prescription benefit manager or any other party, as directed by Client, at no additional cost.

a. PBM will provide a file, in an agreed upon format, with one (1) year of historic pharmacy Claims data

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i. A partial file will be provided initially, with 1-2 lag files provided as needed by new PBM

b. PBM will provide a file, in an agreed upon format, with all open prior authorizations and all open overrides in place with sufficient detail to know the patient, drug, reason for override, date prior authorization or override was initiated and expiration of prior authorization or override

c. PBM will provide, from all owned Mail Order Pharmacies or Specialty Pharmacies, or will cause all contracted Mail Order Pharmacies or Specialty Pharmacies to provide an open refill transfer file to the new pharmacies owned or contracted by the new PBM or Client.

d. Cooperate with Client in transition activities not otherwise listed above to understand current Benefit Design setup in place for Client.

8. **DESTRUCTION OR RETURN OF PHI**. Upon termination of this Agreement, True Rx agrees to return to the Client a copy of all protected health information ("**PHI**") received from Client or created or received by True Rx on behalf of Client, that True RX and/or its subcontractors or agents still maintain in any form. True Rx further agrees not to retain any copies of such information, beyond the required period of time for the statute of limitations regarding any Claims related to such information. Following the period of the statute of limitations on any such Claims related to the information gathered, True Rx shall destroy all PHI pursuant to 45 C.F.R. § 164.504(e)(2)(J) and in accordance with the approved technologies and methodologies set out by HHS in its guidance (74 Fed Reg. 42740, 42742-42743 (Aug. 24, 2009)), as amended from time to time. If such return or destruction is not feasible, True Rx will notify Client of such event in writing and will thereupon extend the protections of this Agreement and its associated Business Associate Agreement to such Client PHI and limit further uses and disclosures, until the destruction can be accomplished. Such notice to Client will include: (i) a statement that True Rx has determined that it is infeasible to return or destroy the PHI in its possession; and (ii) the specific reasons for such determination. True Rx further agrees to extend any and all protections, limitations and restrictions contained in this Agreement to True Rx's use and/or disclosure of any PHI retained after the termination of this Agreement, and to limit any further uses and/or disclosures.

9. **FEES.** The Service Schedule 1 states the Fees that apply under this Agreement. True Rx shall bill the Client or the Client's Third Party Administrator (hereinafter "TPA") for Client's weekly invoice for: (i) the amount of the reimbursement for pharmaceuticals dispensed by the pharmacies to the persons covered by Client's Prescription Drug Plan (less applicable co-payments made by Covered Persons); and (ii) for all other applicable Administrative Fees, services and expenses pursuant to the attached Services Schedule 1. As a condition for the continued services provided by True Rx hereunder, Client shall pay TPA for the True Rx Services it performs for Client, and Client shall direct and instruct TPA, and TPA shall pay all invoices of fees and expenses for True Rx services within four (4) calendar days of TPA's receipt of each True Rx invoice. The entire invoice billed according to the terms of this agreement will be reimbursed to True Rx at one time via EFT payment with True Rx pulling the funds from the TPA on the due date. The payment of True Rx invoices is an express condition to True Rx's performance of its obligations under this Agreement. True Rx does not, and has no obligation to, fund Client's Group Health Plan benefits, and as such, Client agrees to pay all True Rx invoices. True Rx also agrees that the amount of the reimbursement for Medicine paid to the recipient pharmacies will be the same amount billed to Client, plus applicable Service Schedule 1 Fees. Upon termination of this Agreement for any reason, Client shall pay all invoices, including all Service Schedule 1 fees, to and through the date of termination of this Agreement.

9.1 **Penalties.** Client agrees to ensure timely payment to True Rx. Should the Fees described within this Agreement not be paid to True Rx as stated within the payment terms of this agreement and any addendums thereto, Client shall be subject to an additional fee equal to the interest on the amount remaining unpaid at a rate of one percent (1%) compounded monthly. Additionally, True Rx shall retain all Rebates received on behalf of Client. Client shall still be responsible for any and all remaining outstanding fees and cost along with all future fees and costs incurred by True Rx pursuant to this Agreement. The client shall not be held responsible for delays in payment from the Client's Third Party Administrator.

10. **CLAIM ADJUDICATION**

a. PBM will report the value of Manufacturer Copay Assistance Programs on the Claims file provided to Client or their pharmacy benefit consultant.

b. If PBM, or a third-party vendor, is administering a Manufacturer Copay Assistance Programs for Client, PBM will not remove the financial value of Manufacturer Copay Assistance Program funds from the Ingredient

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Cost field at adjudication or at any time post adjudication. The original calculated Ingredient Cost must be provided on the pharmacy Claims data feed and the original calculated Ingredient Cost must be used to calculate and reconcile AWP Effective Rate Minimum Guarantees.

i. For avoidance of doubt, the following example is provided. Specialty Drug XYZ has an AWP of $5000 and has an AWP Discount on the Specialty Drug List of AWP-20%. The calculated Ingredient Cost is $4000. The Manufacturer Copay Assistance Program in place calculates a Plan Participant Cost Share of $1000, where the actual Plan Participant Cost Share is $0. In this case the Plan would pay $3000 for the Claim. The original calculated Ingredient Cost of $4000 must be the Ingredient Cost reflected in the pharmacy Claims data feed as well as what is used to calculate and reconcile AWP Effective Rate Minimum Guarantees The $1000 provided by the Manufacturer Copay Assistance Program cannot be removed from the Ingredient Cost and reported to be $3000 in Ingredient Cost for this Claim in the pharmacy Claims data feed or what is used to calculate and reconcile AWP Effective Rate Minimum Guarantees.

c. PBM will not include the value of Manufacturer Copay Assistance Programs that they administer or that are administered by a third party on behalf of the PBM in the Plan Participant Cost Share amount reported in the Claims data feed. Manufacturer Copay Assistance Program value must be reported separately on the pharmacy Claims data feed.

d. PBM will report the amount of Manufacturer Copay Assistance Programs in a third-party payor field of the pharmacy Claims data feed.

e. No Brand Drug Claims or Generic Drug Claims can be reclassified after a Claim has adjudicated or is paid by the Client.

11. **CONFIDENTIAL/ PROPRIETARY INFORMATION** In addition to the restrictions on uses and disclosures of Protected Health Information under HIPAA, Client and True Rx, and each of them, shall not use or disclose to others, except as permitted by this Agreement or required by law, any Confidential Information that True Rx provides to Client or that Client provides to True Rx, without the prior written consent of the non-disclosing Party. All information or data relating to the business or operations of any Party to this Agreement (the "Disclosing Party") acquired by any other Party in connection with this Agreement (the "Acquiring Party") shall be treated as confidential by the Acquiring Party, and shall not, unless otherwise required by law or the requirements of any accrediting agency, be disclosed by the Acquiring Party without the prior written permission of the Disclosing Party to whom the information in question relates. For the purposes of this Agreement, "Confidential Information" means, without limitation, all information proprietary to the Disclosing Party, whether or not marked "confidential," that constitutes trade secrets and/or confidential information as construed by Applicable Law or information that is not already available to the public, all of which the parties hereto agree constitutes trade secrets under the Uniform Trade Secrets Act, including, but not limited to, all information relating directly or indirectly to the business of the Disclosing Party, prospect lists, referral sources, customer lists and customer information, physician names, contact information and information regarding said physicians, patient/end user names, contact information and information regarding said patients/end users, information concerning services and supplies, marketing programs, computer program and systems, business and supplier contracts, techniques, processes, methods, technologies, business information, financial data, financial plans, products, equipment, sales information, costs data, personnel, product tests, pricing policies, distributorship arrangements, business plans or business strategies, and the like. This provision shall survive termination of this Agreement. This does not prohibit True Rx from utilizing deidentified aggregate data generated by True Rx for the purposes of analysis or reporting. Nothing in this paragraph shall be construed in any way to conflict with or violate the Anti-gag Clause requirements of Consolidation and Appropriations Act of 2021.

12. **INDEMNIFICATION**. Each Party hereby agrees to indemnify, defend, and hold harmless the other Party, its agents, employees, officers, and directors from and against any and all liability, expense (including court costs and reasonable attorney's fees) and any Claims for damages of any nature whatsoever, whether direct or indirect, which the other Party may incur, suffer or become liable for or which may be asserted or claimed against the other Party including without limitation: a) any breach of this Agreement or the Business Associate Agreement by either Party,

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including without limitation any improper use or disclosure of PHI by a Party, or any Party's employee, officer, agent, successor or assign, b) any Claim of underfunding of Client's Group Health Plan which Client hereby agrees is the sole obligation of Client; and c) any error or omission of either Party, including but not limited to, negligent acts or statutory violations by either Party, or its officers, directors, employees, or agents. In addition, each Party specifically agrees to pay actual costs for any associated mitigation incurred by the other Party as a result of a Breach of Unsecured PHI by the other Party.

13. **COMPLIANCE AND CHANGES IN LAW**. True Rx and Client and each of them, agree to comply with all applicable federal, state and local laws, ordinances, regulations, rules and codes, including, without limitation, HIPAA, and ERISA (if applicable), as well as any other laws, ordinances, regulations, rules and codes relating to the handling and/or processing of pharmaceutical Claims and the information contained in such Claims as necessary with respect to their respective obligations under this Agreement, including the terms of Service Schedule 1, and including all amendments and changes to any applicable law. At any time, upon either Party's request, the other Party shall agree to promptly enter into good faith negotiations concerning the terms of an amendment to this Agreement embodying written assurances that may be required to comply with any amendment or change in any applicable law. Either Party may terminate this Agreement upon sixty (60) days written notice in the event the other Party does not promptly enter into negotiations to amend this Agreement when requested by the other Party pursuant to this Section 13.

14. **BUSINESS ASSOCIATE AGREEMENT**. The Parties specifically agree to take such action as necessary to implement the standards and requirements of the HIPAA Regulations, the HITECH Act, and other applicable laws and regulations relating to the privacy and security of PHI. At any time, upon either Party's request, the other Party shall agree to promptly enter into good faith negotiations concerning the terms of an amendment to this Agreement embodying written assurances consistent with the standards and requirements of the HIPAA Regulations, the HITECH Act, and other applicable state laws and regulations relating to the privacy and security of PHI. Consistent with the foregoing, True Rx and Client acknowledge that True Rx is a Business Associate of Client's Group Health Plan, which is a Covered Entity, each as defined under HIPAA and the accompanying regulations promulgated thereunder at 45 C.F.R. Parts 160 and 164 (referred to as the "Privacy Rule") and 45 C.F.R. Parts 160, 162, 164 (referred to as the "Security Rule") (collectively referred to as the "HIPAA Regulations"), as amended and the Health Information Technology for Economic and Clinical Health Act (referred to as the "HITECH Act"), enacted as part of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5. True Rx and Client agree to undertake and execute the Business Associate Agreement that is provided as part of this Agreement to fulfill these regulations.

15. **RECORDS RETENTION.** Consistent with the terms of Section 8, True Rx shall retain copies of its records and appropriate documents generated, retained, and/or acquired in its performance of True Rx Services in accordance with all applicable state and federal regulations, generally for the duration of the statute of limitations on any Claim processed by True Rx during the Term of this Agreement. Duplicates of such records, for use in disaster recovery situations, shall also be maintained by True Rx in accordance with all applicable state and federal regulations, the manner and form determined by True Rx at a secure, off-site location.

16. **BINDING AGREEMENT SURVIVAL AND AMENDMENT**. This Agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the Parties hereto. All representations, covenants and agreements within **Sections 4, 5, 6, 7, 8, 9, 10, 11 and 12, and in the Service Schedule 1,** made by Client and/or True Rx and each of them, under this Agreement and all attachments and schedules, shall survive the expiration or earlier termination of this Agreement. This Agreement and its attached Services Schedule 1, and the Business Associate Agreement, as well as the Pharmacy Benefit Plan Design Form, as each may be amended from time to time, constitute the complete agreement between the parties hereto and shall supersede all prior contracts, agreements, arrangements, correspondence and understandings between True Rx and Client. This Agreement may not be amended, modified, or supplemented, except in writing signed by both True Rx and Client, and any oral modifications hereto shall be null and void.

17. **GOVERNING LAW AND JURISDICTION**. This Agreement shall be governed by the laws of the State of Indiana, to the extent not determined or interpreted under federal law. Client and True Rx agree to submit to the jurisdiction of the state courts located in Daviess County, Indiana, or the United States District Courts of the Southern District of Indiana.

18. **INCORPORATION OF RECITALS.** The Parties agree that the foregoing recitals in the preamble of this Agreement are true and correct and are incorporated in this Agreement.

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19. **FULL AND FINAL AGREEMENT.** This Agreement and any Schedules or Exhibits attached hereto represent the entire agreement between the Parties concerning the subject matter hereof. The terms and conditions of this Agreement supersede any prior verbal or written communications, including without limitation any conflicting proposal material, to the extent that such terms are not specifically incorporated by reference into this Agreement. No waivers, amendments or modifications of this Agreement or any part thereof will be valid unless in writing signed by both Parties hereto.

20. **INTERPRETATION AND WAIVER.** The terms of this Agreement shall be interpreted so that they are effective under applicable law, to the extent possible. This Agreement is negotiated and as such, is not to be construed against True Rx, but rather to be interpreted as if both Parties were involved in its drafting. This Agreement may not be modified, nor shall any provision hereof be waived or amended, except in a writing duly signed by authorized representatives of the Parties. The failure of either Party to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provision, nor in any way to affect the validity of this Agreement or the right of either Party thereafter to enforce each and every such provision.

21. **IMPOSSIBILITY OF PERFORMANCE.** In the event of any act or explosion, action of the elements of deity, strike or labor relations problem, restriction or restraint imposed by law, rule or regulation of any public authority, whether federal, state or local, and any civil or military action, interruption of transportation or availability or accessibility to the internet, criminal activity of electronic espionage or security breach, or any similar event that is beyond the reasonable control of a Party to this Agreement, such Party or Parties shall not be liable for any delay or non-performance of any terms, covenant or agreed term hereunder.

22. **NO THIRD-PARTY BENEFICIARIES.** Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

23. **NOTICES.** Any notice required or permitted under this Agreement shall be given in writing and delivered by hand, via a nationally recognized overnight delivery service (e.g., Federal Express), or via registered mail or certified mail, postage pre-paid and return receipt requested or by electronic mail (email) to the email address shown below with confirmation of delivery acknowledgement engaged, to the following:

True RX:	True Rx Management Services d/b/a True Rx Health Strategists PO Box 431, 2495 E. National Hwy Washington, IN 47501 ATTN: Legal Department Email: legal@truerx.com
Client:	Montgomery County f/k/a County of Montgomery 100 East Main Street Crawfordsville, IN 47933 ATTN: Email:

Notice of a change in address of one of the Parties shall be given in writing to the other Party as provided above.

24. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies and electronically made and delivered copies shall be deemed to be originals.

25. **DISPUTES.** If any controversy, dispute or Claim arises between Client and True Rx (except for disputes regarding a Claim of a Covered Person) with respect to this Agreement, or any of the schedules, attachments or agreements between them, Client and True Rx, and each of them, will first make good faith efforts to resolve such

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matters informally. In the event such a dispute cannot be resolved through good faith efforts, the aggrieved party may proceed in accordance with the applicable law and jurisdiction as stated in Section 17 to file a Claim in the appropriate court. In the event of a breach of this Agreement or any schedules or attachments hereto by Client, either Party shall be entitled to injunctive relief or an order for specific performance as well as any and all other legal remedies available under equity of law. The prevailing Party shall be entitled to recover all costs of such action to include, but not limited to, reasonable attorney fees.

26. **THIRD PARTY DISPUTES.** With respect to any threatened or actual litigation commenced by any third party, including without limitation, any Covered Person that relates to any Claim (the "Third-Party Claim"), Client and True Rx agree to provide prompt written notice of such matter within ten (10) calendar days. Client acknowledges its obligation to fund its Group Health Plan and as such, Client and True Rx agree that True Rx will tender the defense of the Third-Party Claim to Client and Client will accept such tender, and will be responsible for handling all matters related to the Third-Party Claim, including all attorney's fees, and any attorney's fees of True Rx. Client will control all aspects of the Third-Party Claim. If any dispute arises between Client and True Rx regarding such Third-Party Claim, it will be dealt with separately from the Third-Party Claim under the terms of this Section 26. In such an instance, any fact or law determination in the instance of a Third-Party Claim is not binding on and is not to be used in regard to the resolution of the matter between Client and True Rx. With respect to any Third-Party Claim, Client and True Rx shall cooperate and work together in that defense consistent with this Agreement and a joint defense, regardless of any dispute that may also arise between Client and True Rx.

27. **LIMITATION OF LIABILITY**. Notwithstanding any other term of this Agreement, in no event will True Rx be liable in contract, tort, or otherwise arising from the relationship of the Parties or the conduct of business under this Agreement, or any addendum attached hereto and incorporated herein, for an amount exceeding, in the aggregate, the amount received by True Rx for one (1) year of Administration Fees received from Client, as determined by the Administration fees for the year preceding the alleged cause of action.

28. **CORPORATE AUTHORITY.** This Pharmacy Services Agreement has been executed by the respective duly authorized and empowered officer, director, shareholder, owner, partner or agent of **True Rx Management Services** and **Montgomery County f/k/a County of Montgomery**, effective on the day and year first above written.

"Client"	**"True Rx"**
Montgomery County f/k/a County of Montgomery	**True Rx Management Services, Inc.** **d/b/a True Rx Health Strategists**
By: _____	**By:** _____
Printed: Dan Guard	Michael D. Chestnut, Esq.
Title: President, Montgomery County Board of Commissioners	General Counsel

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TRUE RX SERVICES SCHEDULE 1

Montgomery County f/k/a County of Montgomery

1. **True Rx Services Listing and Corresponding Fees**

True Rx Services	Fee
1) Electronic Claims processing 2) Toll-free call center support 3) Access to True Rx's national Network of Pharmacies 4) Generate reports as requested by Client 5) Open enrollment participation and support 6) Implementation support 7) Plan setup and design changes 8) Electronic & Manual eligibility submissions 9) Medical data integration 10) Secure data transfer via FTP 11) Network management and communication 12) Online Formulary Communication 13) Concurrent Drug Utilization Reviews ("DUR") 14) Fraud, Waste and Abuse online edits 15) Transmission of Pharmacy Claims Data i. Any other mutually agreed upon services ii. RxDC Reporting	$5.00-per Paid Claim True Rx $2.00-per Paid Claim Innovative Rx $7.00-per Paid Claim total admin fee
True Assist	15% of shared savings
Prior Authorizations	Clinical Prior Authorization - $50
Additional Government Required Reporting	As Invoiced

For purposes of these True Rx Services, the following terms apply:

"Communications" True Rx will provide copies of all standard and custom communication materials to Client before they are distributed to Plan Participants. Client will review and approve any non-standard communication materials before they are distributed to Plan Participants. True Rx will notify Client before sending any standard mailings to Client's Plan Participants.

"Innovative Rx Consulting Fee" True Rx shall pay Innovative Rx Consulting Fee, shown above, on a quarterly basis with payment being made within fifteen (15) days after the end of the calendar quarter. Payment is based on net Paid Claims.

"True Assist" True Rx maximizes the co-pay structure for certain high cost Brand Drugs and Specialty Drugs. True Rx will set the co-pay tier at the maximum level for that Manufacturer Copay Assistance Program. True Rx keeps 15% of the savings that Client would have paid. Client savings is defined by taking what the Client would have paid without this program minus what the Client paid utilizing the program, 15% of that difference is the calculated fee. Client agrees that they have inserted language into the Group Health Plan's Summary Plan Description to allow True Rx to administer this program on behalf of the Client.

"Additional Government Required Reporting" The Federal government and many State governments are beginning to require a myriad of reporting. As these reporting requirements become effective, True Rx will evaluate each and determine if True Rx should be the reporting entity and if so what, if any, fees will be charged. True Rx shall notify Client of the reporting requirements and proposed fees, if Client does not notify True Rx of any objections, within 90

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days the date of the notice, the reporting and fees will be deemed agreed to and True Rx shall provide the reporting and invoice Client accordingly.

Performance Guarantees. True Rx makes certain Performance Guarantees for services provided as part of this Agreement. All Performance Guarantees are listed on Exhibit "A" to this Schedule 1, which is attached hereto and incorporated herein by reference. Performance Guarantees will be reconciled on annual bases upon request by Client.

"Transmission of Pharmacy Claims Data" True Rx will share a weekly pharmacy Claims data file in a mutually agreed upon format with Client's pharmacy benefit consultant. True Rx will share up to six (6) additional pharmacy Claims data files with other vendors of Client on a frequency and layout to be determined by Client and PBM sufficient to operationalize Client vendor responsibility.

2. Optional True Rx Services and Fees

True Rx Services may, at the option of Client, include the following Optional Services and will only be charged to Client if selected by the Client.

Service	Fee
True Advocate	15% of the saving with a $2000 per Claim per four weeks maximum*
True Codes	15% of the savings recognized by Client with a $2000 per Claim per four weeks maximum*
True Genomics Administrative Fee	$0.50 per Paid Claim
True Genomics Lab Fees/Consultation	$450.00 per tested member
Diabetes Management Program	$100 per engaged member per month
Step Therapy Program	$0.00
Identification Card	$2.50 per card No charge for the initial card print for the Client.
Mailings	$2.00 per Client requested letter
Creditable Coverage Determination	$750 per plan per determination
Additional Services	To Be Determined

*On all Claims that provide more than a 30-day supply, maximum caps shall be assessed every four weeks.

For purposes of the Optional Services, the following terms apply:

"**Step Therapy**" means a process whereby True Rx encourages members to use medications that are generally recognized as safe and effective but are also lower-cost. Under this program, in order to receive coverage, member may need to first try a proven, cost effective medication before progressing to a more costly treatment.

"True Advocate" means a process whereby True Rx actively helps Covered persons, under the Client's Group Health Plans, in finding financial assistance for medications. Financial assistance may include Manufacturer Patient Assistance Programs and/or sourcing medications from international sources. This often occurs when the Client's Group Health Plans exclude certain medications. True Rx will charge 15% of the Plan savings up to a maximum of $2,000 per Claim per four weeks. On Claims that provide more than a 30-day supply, maximum caps shall be assessed every four weeks. Plan savings is calculated by taking the cost of the drug prior to use of the program minus what the Client paid for the drug after the use of the program. Additionally, the cost for medication that is sourced through international sources shall be invoiced to Client in accordance with the "Fees" paragraph of this contract and shall be the price paid by True Rx to include drug cost and shipping.

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"True Codes" means a process whereby True Rx actively helps certain identified Covered Persons, under the Client's Group Health Plan, maximize savings for treatments identified through the billing code review, that are being received by Covered Persons via the Client's Group Health Plan's medical plan, when the same treatment can be provided via the pharmaceutical plan at a reduced cost. True Rx will charge fifteen percent (15%) of the monthly savings recognized by Client capped at $2,000.00 per Claim per four weeks. On all Claims that provide more than a 30-day supply, maximum caps shall be assessed every four weeks. Plan savings is calculated by taking the cost of the drug prior to use of the program minus what the Client paid for the drug after the use of the program

"True Genomics" means a process whereby certain Covered Persons of the Plan who are potentially at risk for drug-gene interactions based on the medication Claims that process through the True Rx adjudication system are identified by True Rx. Once identified, the Covered Person may elect to participate in the program. Each participant will be provided a test kit with instructions to obtain and transmit the required sample, and True Rx's clinical team will analyze the sample results with the Covered Person's medication history to determine the preferred medication option. True Rx will provide results to the Covered Person and will share with the appropriate provider as directed for possible revisions to the Covered Person's medication regimen by their provider. True Rx will charge a $0.50 per Paid Claim admin fee and a $450 fee for each engaged Covered Person.

"Diabetes Management Program" means a program of diabetes management that reviews a selected member's current medication and treatment regimen to ensure that prescribed medication and treatment are as beneficial, effective, and cost efficient as possible as well as detailed disease state education to achieve optimal blood glucose control and prevent avoidable complications. It is not to obtain new diagnosis or treatment or to serve as a substitute for an appointment with a medical provider. True Rx shall charge Client $100.00 per engaged member per month.

"Creditable Coverage Determination" means a process whereby True Rx aids the client in determining the Group Health Plan's Creditable Coverage Status. Group Health Plans are required to provide creditable coverage notifications to Covered Persons as required by the Medicare Modernization Act. Creditable coverage means the coverage is expected to pay on average as much as the standard Medicare prescription drug coverage. True Rx will provide this determination upon request. True Rx must be notified by Client or Client's representative that they wish the determination of creditable coverage to be made at least 3 weeks prior to requested date. By requesting this determination, Client agrees that True Rx may utilize a vendor chosen by True Rx to complete the determination for high deductible health plans. Client also agrees that the simplified determination may be used for PPO (non-deductible) plans. The sample letter of creditable coverage and appropriate accompanying information will be provided to Client or Client's representative for final approval and distribution to its covered persons.

3. Additional Services and Service Limitations

True Rx provides a number of different services and takes on certain additional responsibilities under the Agreement as stated in this Part 3. Also, and importantly, there are certain limits to the True Rx Services, agreements and responsibilities as also stated in this Part.

Pharmacy Help Desk. True Rx offers Client its Pharmacy Help Desk. Administered by a True Rx-approved vendor and available 24 hours per day, 7 days per week, the Pharmacy Help Desk provides assistance to Network Pharmacies with Prescription Claim inquiries. This, in turn, helps Client's Covered Persons with their Claims processing.

True Rx Customer Service. Customer Service Representative (hereinafter "CSR") are available Monday-Friday, closed on Holidays (New Year's, MLK, Easter, Memorial Day, 4th of July, Labor Day, Thanksgiving, the day after Thanksgiving, Christmas Eve, and Christmas). CSR are available to provide assistance for any questions Client's Covered Persons may have regarding the Prescription Drug Plan during normal business hours.

Manufacturer Derived Revenue Minimum Guarantee. All Manufacturer Derived Revenue received by True Rx for Claims dispensed to Client's Covered Persons will be passed on to the Client during the life of this agreement. Should Client at any time fail to ensure payment to True Rx as described in Sections 9 and 9.1 "Fees" of this Agreement or fail to provide sufficient notice of termination or terminate the Agreement prior to the end of the Agreement term as described in Section 5, Rebates may be withheld from Client at True Rx's discretion.

Right to Audit. At its sole expense, Customer or its designated third party may conduct annual audits of PBM's Claims data, Network Pharmacy contracts, Rebate contracts, pharmacy remittances (form 835 data), pharmaceutical

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manufacturer explanation of payments, and Mail Order Pharmacy and Specialty Pharmacy invoices. Customer or its designated third party may audit all supporting documents associated with clinical decisions pertaining to overrides or similar edits. Audits shall be limited to periods no greater than the previous plan year. No third-party representative of Customer will be allowed to conduct an audit without an executed non-disclosure agreement prior to the start of the audit. Client agrees to not use as its auditors, any person or entity which, in the discretion of True Rx, is a competitor of the True Rx, a pharmaceutical manufacturer representative, or any other person or entity which has a conflict of interest with the True Rx. Audits shall only be made during normal business hours following one (1) day written notice and in accordance with reasonable audit practices. If after an annual audit and reconciliation of the enrollment and eligibility data it is found True Rx overcharged the Client, True Rx agrees to credit Client any overcharges on Client Administrative Fee invoices.

Market Checks. Customer reserves the right to submit data to other pharmacy benefit managers to perform competitive price checks, no more than annually after the initial Contract Year. Offers from no more than three similarly situated PBSs must be solicited, and should pricing relief be sought, details of the comparative offer must be provided to True Rx. The net cost differential, including all Specialty Drug and clinical savings, must be greater than 5%. Should this occur, True Rx will provide an updated pricing offer to Client. If an agreement cannot be reached, or if True Rx declines to offer updated pricing, Client shall be allowed to terminate without penalty provided 90 days' notice is given.

Pass-Through Methodology. Client will receive 100% of the Participating Pharmacies' negotiated discount for the drug dispensed - including the Dispensing Fee - without any reclassification, mark-up or spread by PBM and net of any direct-indirect remuneration (DIR) fees. The amount charged to Client shall be the exact drug Ingredient Cost and applicable Dispensing Fee which is paid to the dispensing pharmacy. Additionally, 100% of all Rebates or other Manufacturer Derived Revenue received by PBM based on Client Claims shall be paid to Client within 30 days of remittance to PBM by the manufacturer or other third party.

Eligibility Files, Data and Updates. True Rx will maintain, administer and update Client's employee eligibility upon request by email, profile update or Client download, according to process agreed upon in the Benefit Plan Design with names and information of those employees of Client and their spouses and dependents who are eligible for True Rx Services, including COBRA-eligible members, which updates shall be filed electronically by email or other means agreed to by Client and True Rx based on information provided by Client.

Plan Design. True Rx will provide to Client its standard Plan design for its use and evaluation. Client has ultimate authority over its Plan design, and the determination of that Plan design is subject to the Client Responsibilities stated below in this Part. The final Plan design as agreed upon between True Rx and Client will be evidenced by a separate agreement, the Pharmacy Benefit Plan Design Form, that is completed with the Client Account set-up, and such Form is incorporated as part of this Agreement.

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Assistance and Guidance Samples. Consistent with the terms of the Scope of Relationship and Client Responsibilities stated in this Part, to which Client expressly acknowledges and agrees, True Rx may provide sample language, sample formularies, Plan document and summary Plan description sample language and sample forms for Client to use as it establishes and maintains its Group Health Plan and the delivery of Pharmacy benefits under that Plan. Client acknowledges and agrees that True Rx is not engaged in the business of Plan design consulting services and that it defers to any insurance broker and/or consultant involved. Congruently, Client agrees that it is solely responsible for the establishment and development of its Group Health Plan, and Client is the final decision-maker as to the establishment of the terms of its Plan.

Client Responsibilities. Client is responsible for its Group Health Plan Assets. Once a fee is paid to True Rx, such amounts are no longer assets of Client's Group Health Plan. Similarly, Client agrees that once payment has been arranged for and/or made for a Prescription Drug under Client's Plan, such amounts are also no longer assets of Client's Group Health Plan. Client also acknowledges and agrees that True Rx is not engaged in the practice of delivering legal, accounting or actuarial advice, and Client agrees to consult with such professionals regarding its Group Health Plan, and in particular with legal counsel regarding any documentation, forms or other legal compliance matters related to its Group Health Plan, including the scope of covered services, the requirements of ACA, including without limitation the delivery of a Plan that provides minimum value, and all related compliance with laws.

Government Matters. In the event that Client is audited by any agency or department of the state or local government in connection with its Group Health Plan, True Rx agrees to cooperate with Client in connection with such investigation

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if True Rx is requested to provide assistance. If Client is audited or investigated or receives correspondence from Medicare relative to a Claim processed by True Rx, of any kind or type, Client agrees to immediately send a copy of such matter to True Rx under the Notice provisions in the Agreement. True Rx agrees to provide assistance and to respond to the Medicare inquiry, or demand. Client is responsible for paying applicable interest charges from Medicare and for reimbursing Medicare for benefits amounts if it is determined that the Plan should have paid the Claim primary to Medicare. True Rx will be entitled to obtain service fees and reimbursement for its out-of-pocket costs and attorneys' fees in rendering the assistance stated in this Part.

4. True Rx Guarantees

Reconciliation of AWP Effective Rate Minimum Guarantees and Manufacturer Derived Revenue Guarantees. True Rx shall pass through to Client one hundred percent (100%) of all Manufacturer Derived Revenue received by True Rx. Any and all overperformance of the stated Manufacturer Derived Revenue Guarantees earned by True Rx shall be passed through to the Client. True Rx guarantees the AWP Effective Rate Minimum Guarantee and Manufacturer Derived Revenue Guarantees as described in this section. These Guarantees are underwritten based upon the information provided to True Rx from the Client or consultant during the request for services process; should any material differences exist between the information provided to True Rx and the true status of the Client, True Rx reserves the right to adjust the Guarantees accordingly. True Rx also reserves the right to adjust Guarantees should there be a >10% change in total membership or total Claim utilization.

Guarantees will be reconciled annually on a Contract Year basis. AWP Effective Rate Minimum Guarantee shall be reconciled and provided to Client within 90 days following the end of the Contract Year with any AWP Effective Rate Minimum Guarantee shortfalls paid to Client within 150 days following the end of the Contract Year. Rebate pricing shall be reconciled and provided to Client and/or Client's auditor within 210 days following the end of the Contract Year. True Rx and Client and/or Client's auditor or consultant shall reconcile any discrepancies between True Rx and Client/Auditor/Consultant reports within 240 days following the end of the Contract Year with payment of any Manufacturer Derived Revenue Minimum Guarantee shortfalls to be paid by True Rx to Client within 10 business days of mutual agreement of the Annual Reconciliation. True Rx shall have no obligation under any Guarantees in this agreement for the Contract Year in which the Client terminates, if the portion of the Contract Year before the effective date of the Client's termination is less than 12 full months. True Rx is offering an aggregate financial package to drive to lowest net cost; as such, any potential overperformance in excess of a AWP Effective Rate Minimum Guarantee may be applied to offset any potential underperformance in any other AWP Effective Rate Minimum Guarantee and any potential overperformance in excess of a Manufacturer Derived Revenue Minimum Guarantee may be applied to offset any potential underperformance in any other Manufacturer Derived Revenue Minimum Guarantee

AWP Effective Discount discounts shall be calculated as follows, for all Claims included in the AWP Effective Rate Minimum Guarantee guarantees: [1-(Discounted Ingredient Cost / Undiscounted Average Wholesale Price)]. Zero Balance Due (ZBD) Claims shall be included at the adjudicated Ingredient Cost amount and shall in no case be represented as 100% discount in these calculations. Claims categorized as Brand Drug or Generic Drug for discount and dispense fee reconciliation purposes will be considered as same for Manufacturer Derived Revenue Minimum Guarantee reconciliation purposes.

4.1 Adjustment to Guarantees:
Guaranteed rates and/or Manufacturer Derived Revenue Minimum Guarantee may be adjusted (a) any time Client makes changes to the Benefit Plan, Formulary, or a utilization management program (b) when there are changes in Laws and Regulations that affect or are related to the services, drug pricing, or Rebate allowances outlined herein (c) if there is a material change to the manner in which AWP is calculate or reported from Brand Drug and/or Generic Drug (d)if the ability to provide the financial terms herein are adversely affected due to the unexpected introduction of a Generic Drug, (e) due to another action by a manufacturer, (f) due to any other industry or market condition. Any modifications to guarantees required by the reasons stated above will be effective as of the dates the stated reasons occur, even if the date is retroactive.

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5. AWP Effective Rate Minimum Guarantee

Table 1 – AWP Effective Rate Minimum Guarantees, Minimum AWP Discounts, and Dispensing Fee Maximum Guarantees.

Pass-Through Pricing Model	Contract Year 1	Contract Year 2	Contract Year 3
	2025	2026	2027
Retail 30 Claims (1-83 days' supply) interpreted as AWP-xx% - please insert only the discount %			
Brand Drug AWP Effective Rate Minimum Guarantee	20.00%	20.10%	20.20%
Generic Drug AWP Effective Rate Minimum Guarantee	86.50%	86.60%	86.70%
Brand Drug Dispensing Fee Maximum Guarantee	$0.95	$0.95	$0.95
Generic Drug Dispensing Fee Maximum Guarantee	$0.95	$0.95	$0.95
Retail 90 Claims (84+ days' supply) interpreted as AWP-xx% - please insert only the discount %			
Brand Drug AWP Effective Rate Minimum Guarantee	22.00%	22.10%	22.20%
Generic Drug AWP Effective Rate Minimum Guarantee	87.50%	87.60%	87.70%
Brand Drug Dispensing Fee Maximum Guarantee	$0.00	$0.00	$0.00
Generic Drug Dispensing Fee Maximum Guarantee	$0.00	$0.00	$0.00
Mail Order Claims (all days' supply) interpreted as AWP-xx% - please insert only the discount %			
Brand Drug AWP Effective Rate Minimum Guarantee	24.00%	24.00%	24.00%
Generic Drug AWP Effective Rate Minimum Guarantee	88.00%	88.00%	88.00%
Brand Drug Dispensing Fee Maximum Guarantee	$0.00	$0.00	$0.00
Generic Drug Dispensing Fee Maximum Guarantee	$0.00	$0.00	$0.00
Specialty Claims (all days' supply) interpreted as AWP-xx% - please insert only the discount %			
Brand Drug AWP Effective Rate Minimum Guarantee	20.00%	20.00%	20.00%
Generic Drug AWP Effective Rate Minimum Guarantee	40.00%	40.00%	40.00%
Specialty Drug Dispensing Fee Maximum Guarantee	$0.00	$0.00	$0.00

AWP Effective Rate Minimum Guarantee The AWP Effective Rate Minimum Guarantee within this Section 5 will be calculated as the aggregate Ingredient Cost discount from the AWP achieved by the True Rx network. The following Claims are excluded from AWP Effective Rate Minimum Guarantee: Compound Drug Claim; Specialty Drug Claims when True Advocate or other specialty advocacy vendor is utilized; Direct Member Reimbursement Claims; Subrogation Claims; COB Claims; Limited Distribution Drugs and Exclusive Distribution Drugs Claims; Claims filled at Military Treatment Facility Pharmacies (including Veterans Administration); Long Term Care Claims, Home Infusion Claims, Indian/Tribal/Urban (I/T/U) Claims, 340B Claims,, OTC Products, Medical Supplies or Devices, Vaccine Claims; Claims from MFN states; Claims from AK, HI, PR, Guam and the Virgin Islands; Claims filled at Client owned or operated pharmacies.

Client owned or operated pharmacy reimbursement will be determined per client request.

PBM agrees to provide, within One Hundred Eighty (180) days after the end of each Contract Year, Claim level detail to Client's pharmacy benefit consultant to perform a Pricing Guarantee Reconciliation.

i. The Claim level detail must include for each Paid Claim the unique Claim identification number, NDC, fill date, an included or excluded indicator for each Paid Claim, the Pricing Component under which each Paid Claim was reconciled by the PBM and for excluded Claims the PBM rationale for the exclusion.

    1. The exclusion rationale must match the exclusions listed in the AWP Effective Rate Minimum Guarantee paragraph above as defined herein.

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PBM will complete the Annual Financial Performance Information Spreadsheet, attached hereto as Exhibit C, within ninety (90) days after the end of the Contract Year.

i. PBM will provide a detailed explanation of any Brand Drug, Generic Drug, or Specialty Drugs it is excluding from the AWP Effective Rate Minimum Guarantees and Dispensing Fee Maximum Guarantees, by Pricing Component when completing the Annual Financial Performance Information Spreadsheet.

Client's pharmacy benefit consultant and PBM will reconcile any discrepancies between the Annual Financial Performance Information Spreadsheet and pharmacy benefit consultant's assessment within one hundred eighty (180) days after the end of the Contract Year.

i. However, if Client's pharmacy benefit consultant and PBM cannot reconcile any discrepancies after PBM completes the Annual Financial Performance Information Spreadsheet within one-hundred eighty (180) days after the end of the Contract Year, then PBM will have an additional thirty (30) days to research and resolve any remaining financial guarantee disputes with the pharmacy benefit consultant.

Innovative Rx Strategies, LLC is an approved pharmacy benefit consultant as of the Effective Date with regard to conducting Annual Reconciliation.

This Annual Reconciliation process is not considered an Audit.

Table 2 – Manufacturer Derived Revenue Minimum Guarantees per Brand Drug Paid Claim – Universal Formulary

Pass-Through Pricing Model	Contract Year 1	Contract Year 2	Contract Year 3
	2025	2026	2027
Non-Specialty Retail 30 Claims (1-83 days' supply)			
Per Brand Drug Paid Claim	$285.00	$314.00	$346.00
Non-Specialty Retail 90 Claims (84+ days' supply)			
Per Brand Drug Paid Claim	$610.00	$671.00	$738.00
Non-Specialty Mail Order Claims (all days' supply)			
Per Brand Drug Paid Claim	$625.00	$687.00	$756.00
Specialty Claims (all days' supply)			
Per Brand Drug Paid Claim	$4,200.00	$4,620.00	$5,082.00
Per Biosimilar Drug Paid Claim	$0	$0	$0

Manufacturer Derived Revenue Minimum Guarantee. The Manufacturer Derived Revenue Minimum Guarantee within this Section 5 will be calculated as the total number of qualified Brand Drug Claims within each channel (Retail 30, Retail 90, Mail Order Claim, Specialty Drug) multiplied by the corresponding guarantee amount in the table above.

Manufacturer Derived Revenue Minimum Guarantee are based on the Formulary agreed upon by Client and True Rx within the Prescription Benefit Plan Design.

Qualified Brand Drug Claims do not include the following Claims may not receive Rebates; however any Manufacturer Derived Revenue received for these drugs will be passed through to Client: (i) Cosmetic Drugs, (ii) Appliances, Devices, Bandages, Heat Lamps, Braces, Splints, Vaccine Claims and Artificial Appliances, (iii) Health and Beauty Aids, and Dietary Supplements, (iv) OTC Products, (v) Biosimilar Drugs, (vi) Direct Member Reimbursement

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Claims, (vii) Limited Distribution Drug and Exclusive Distribution Drug Claims (viii) Medicaid Subrogation Claims, (ix) Coordination of Benefit "COB" Claim, (x) Claims older than 180 days prior to the beginning of the quarter, (xi) Claims through Sponsor-owned, university pharmacy (xii) Medicaid fee-for-service Claims, (xiii) Claims with an invalid quantity or unit cost, (xiv) Claims with invalid identifiers (e.g., pharmacy identifiers), (xv) Claims pursuant to a 100% member copayment plan after meeting the deductible, (xvi) Generic Drug Claims, (xvii) Repackaged NDC Claims , (xviii) Claims where, after meeting deductible, the Member's cost-sharing amount under the applicable Program requires the Member to pay more than 50 percent of the Claim, (xix) Claims from entities eligible for federal supply schedule prices (e.g., Department of Veterans Affairs, U.S. Public Health Service, Department of Defense, etc.) (xx) Compound Drug Claims, (xxi) Long Term Care Claims; Home Infusion Claims (xxii) Claims for drugs procured under the Non-Profit Institutions Act, (xxiii) Claims for Drugs Dispensed at a Non-Pharmacy Dispense Site, (xxiv) Workers Compensation Claims, (xxv) any Government Program Claims, including but not limited to 340B pharmacy Claims, Indian/Tribal/Urban (I/T/U) Claims, (xxvi) Claims from Institutional hospital pharmacies, (xxvii) Claims for drugs dispensed by a Managed Care Organization Pharmacy, , (xxviii) Claims from pharmacies located outside the United States, including Claims from any pharmacy located in a United States territory (TER) (collectively, the "Exclusion"), (xxix) Specialty Drugs will not be included in the Rebate guarantees when True Advocate or other advocacy vendor is utilized (xxx) Antivirals and Thyroid Drugs, (xxxi) Medical Specialty Drugs. While these excluded brand Claims cannot be included in the Rebate guarantees, if True Rx is able to obtain any Rebates for these excluded Claims, True Rx will pass through 100% of all Rebates received to the Client.

Manufacturer Derived Revenue Minimum Guarantee may be adjusted in proportion to the impact of unexpected releases of Generic Drugs to market or the withdrawal or recall of existing Brand Drug. Manufacturer Derived Revenue Minimum Guarantee may be adjusted in proportion to the length and impact of Grandfathering. All adjustments set forth herein shall be applied on the date of impact, even if that date is retroactive. The Manufacturer Derived Revenue Minimum Guarantee are subject to the following terms: i) client's adoption, without deviation, to the True Rx Formulary, as well as any changes to its Formulary; ii) a minimum of a $10 difference in copayment or 10% difference in coinsurance between preferred and non-preferred Brand Drug; iii) the implementation of any necessary utilization management programs.

a. PBM will provide a report of Manufacturer Derived Revenue Minimum Guarantees to the Client quarterly that must accompany payment.

    i. A detailed Claims file and summary report, collectively "Rebate Reports", must accompany all Manufacturer Derived Revenue Minimum Guarantee payments

b. PBM will provide a summary report of Claim counts by Pricing Component by quarter and year and calculate the Manufacturer Derived Revenue Minimum Guarantee amount to be paid to Client

    i. The summary level report must be aggregated and summarized at Client specific account structure detail and Pricing Component where Claim was categorized

c. PBM will provide a detailed Claims file, at the Claim level, that includes a unique Claim identification number, NDC, fill date, drug name, channel, days supply, indicator of Claim inclusion or exclusion., and if excluded the reason for exclusion (reason must match one of the exclusions listed in as an exclusion to Qualified Brand Claims as listed above and defined herein) and if included the corresponding Pricing Component where Claim was categorized, as well as the quarter and year to which the Claim applies

Any Manufacturer Derived Revenue that is received from a previous Contract Year or previous quarter will be passed through to Client and the report will clearly indicate to which quarter and year the Manufacturer Derived Revenue applies.

Any excluded Claim type, as documented as an exclusion above, and as defined herein that received Manufacturer Derived Revenue must be separately reported

a. PBM is prohibited from negotiating deeper acquisition cost discounts with manufacturers in exchange for lower Manufacturer Derived Revenue
b. PBM is prohibited from negotiating service fees with pharmaceutical manufacturers in exchange for lower Manufacturer Derived Revenue

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c. Client has the right to implement Benefit Design change that may include but are not limited to; changes to Cost Share, clinical programs, covering individual drugs or drugs classes at no cost to the Plan Participant, excluding individual drugs or drug classes from coverage by the Plan.

i. If Benefit Design changes impact the PBM's ability to meet Manufacturer Derived Revenue Minimum Guarantees by greater than five percent (5%), either negatively or positively, the PBM will provide supporting documentation and the Parties will work in good faith to update Manufacturer Derived Revenue Minimum Guarantees.

Should a government imposed, pharmaceutical manufacturer, or industry wide change restrict or reduce the payment of Manufacturer Derived Revenue PBM and Client agree to renegotiate the Manufacturer Derived Revenue Minimum Guarantees upon delivery by the PBM of documentation that event would lead to their inability to meet the Manufacturer Derived Revenue Minimum Guarantees.

i. Parties agree to negotiate in good faith for a period of thirty (30) days after PBM notifies Client of such financial impact ("Negotiation Period").

ii. If Parties cannot agree upon revised Manufacturer Derived Revenue Minimum Guarantees after the Negotiation Period, then Client can terminate the Agreement upon ninety (90) days written

Transition Activity.

Upon Client request True Rx will provide the following post-termination services at no cost to Client:

i. True Rx will provide a file, in an agreed upon format, with one (1) year of historic pharmacy Claims data

1. A partial file will be provided initially, with 1-2 lag files provided as needed by new PBM

ii. True Rx will provide a file, in an agreed upon format, with all open prior authorizations and all open overrides in place with sufficient detail to know the patient, drug, reason for override, date prior authorization or override was initiated and expiration of prior authorization or override.

iii. True Rx will provide, from all owned Mail Order Pharmacies or Specialty Pharmacies, or will cause all contracted Mail Order Pharmacies or Specialty Pharmacies to provide an open refill transfer file to the new pharmacies owned or contracted by the new PBM or Client.

iv. Cooperate with Client in transition activities not otherwise listed above to understand current Benefit Design setup in place for Client.

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Exhibit "A"
Performance Guarantees

Performance Guarantees		
General		
True Rx Health Strategists will put 25% of the annual Administrative Fee at risk for Client Performance Guarantees. Client may elect to assign different weights to individual categories; in no instance shall an individual category be assigned higher than 20%, and the total of all categories with percentages assigned must be 100%.		
True Rx Health Strategists will measure and report on Implementation Performance Guarantees within 90 days of Client Effective Date. Ongoing Performance Guarantees will be measured and reconciled on an annual basis, within 90 days of the close of the Contract Year. Ongoing Performance metrics for groups with <1,000 lives will be measured on a True Rx Book of Business basis and not at the individual client level.		
True Rx Health Strategists will pay out any monies for missed Performance Guarantees within 30 days after both parties agree on amount.		
Implementation		
Category	**Criteria**	**Percentage at Risk (Determined by Client)**
ID Cards & Welcome Packets	95% of member ID cards and welcome packets will be received by members on or before the effective date of the Plan, on the condition that Client provides True Rx Health Strategists with clean eligibility in an approved file format, according to a mutually agreed upon schedule.	
Benefit Design Setup - Timeliness	Client's Benefit Designs will be successfully loaded in True Rx Health Strategists' system at least 15 calendar days prior to the implementation date of coverage, dependent upon Client providing True Rx with Benefit Design sign-off 60 days prior to go-live.	
Implementation Satisfaction Survey	True Rx Health Strategists shall conduct a post-implementation questionnaire survey of at least three Client employees involved in the process to measure satisfaction associated with implementation of the Plan. True Rx guarantees an average satisfaction rating of at least four (4) on a five (5) point scale.	
Testing – Issue Resolution	For Eligibility, Claims and Accumulator file testing, True Rx Health Strategists guarantees to resolve agreed upon high/critical severity defects within seven (7) business days of being identified; if resolution within 7 business days is not possible due to scope of issue, timeline will be mutually agreed upon.	
Ongoing Performance		
Category	**Criteria**	**Percentage at Risk**
Account Team Responsiveness	True Rx Health Strategists Account Team Members will acknowledge electronic, verbal, and written notices of issues by the client within 24 hours of receipt. If the issue cannot be resolved within 48 hours, account team members will notify the client of the expected time frame for resolution.	
Report Distribution	True Rx Health Strategists will provide client monthly standard management reports within 10 business days after the end of the reporting month.	

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First Call Resolution	True Rx Health Strategists will resolve 94% of all member phone calls upon first contact.	
Abandonment Rate	True Rx Health Strategists guarantees that all inbound calls to Customer Service will have an abandonment rate of 5% or less.	
Phone Average Speed of Answer	True Rx Health Strategists guarantees an average speed of answer (ASA) for all inbound Customer Service calls of 45 seconds or less.	
Eligibility	True Rx Health Strategists will accurately process a minimum of 99% of eligibility updates on the same day of receipt, provided a clean file is received.	
Data Systems Availability and Adjudication	True Rx Health Strategists guarantees an average point-of-sale adjudication system availability of 99%; exclusive of planned downtime for maintenance and/or upgrades.	
Benefit Design Setup	True Rx Health Strategists will load any new/edited Benefit Designs within 10 business days of receipt of a signed Plan design document from Client.	
Paper Claim Handling Turnaround Time	True Rx Health Strategists shall resolve member submitted paper Caims within the following time frames: 15 business days for Claims requiring no intervention, 30 business days for Claims requiring intervention.	
Mail Order Pharmacy Accuracy	True Rx Health Strategists guarantees a 99% accuracy rate for medications dispensed via mail order.	

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Exhibit B: Designated Pharmacies

Specialty Pharmacies

Pharmacy Name	NPI/NABP Number	Owned or an affiliate of PBM

Mail Order Pharmacies

Pharmacy Name	NPI/NABP Number	Owned or an affiliate of PBM

Exhibit C – Annual Financial Performance Information Spreadsheet

Prepared for: CLIENT NAME

Date Range Insert Date range

	Total Claims	Total AWP	Total Original Ingredient Cost	Total Dispensing Fee	Total Sales Tax	Total Plan Participant Paid	Total Plan Paid
Retail 30 Claims							
Non-Compound Brand Drug Claims							
Compound Brand Drug Claims							
COB Brand Drug Claims							
Vaccine Brand Drug Claims							
Subrogation Brand Drug Claims							
340B Brand Drug Claims							
Final Reconciliation							

Non-Compound Generic Drug Claims							
Compound Generic Drug Claims							
COB Generic Drug Claims							
Vaccine Generic Drug Claims							
Subrogation Generic Drug Claims							
340B Generic Drug Claims							
Final Reconciliation							

Retail 90 Claims							
Non-Compound Brand Drug Claims							
Compound Brand Drug Claims							
COB Brand Drug Claims							
Vaccine Brand Drug Claims							
Subrogation Brand Drug Claims							
340B Brand Drug Claims							
Final Reconciliation							
Non-Compound Generic Drug Claims							
Compound Generic Drug Claims							
COB Generic Drug Claims							
Vaccine Generic Drug Claims							

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Subrogation Generic Drug Claims							
340B Generic Drug Claims							
Final Reconciliation							

Mail Order Claims							
Non-Compound Brand Drug Claims							
Compound Brand Drug Claims							
COB Brand Drug Claims							
Vaccine Brand Drug Claims							
Subrogation Brand Drug Claims							
340B Brand Drug Claims							
Final Reconciliation							
Non-Compound Generic Drug Claims							
Compound Generic Drug Claims							
COB Generic Drug Claims							
Vaccine Generic Drug Claims							
Subrogation Generic Drug Claims							
340B Generic Drug Claims							
Final Reconciliation							

Specialty Drug Claims							
Brand Drug Claims							
Exclusive Distribution Brand Drug Claims PBM does not have access to							
LDD Brand Drug Claims PBM does not have access to							
Final Reconciliation							
Generic Drug Claims							
Exclusive Distribution Generic Drug Claims PBM does not have access to							
LDD Generic Drug Claims PBM does not have access to							
Final Reconciliation							

TOTALS

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Exhibit D: Specialty Drug List

Product Name	Product Name	Product Name	Product Name	Product Name	Product Name
A.P.L.	Avonex	Chorionic Gonadotropin	DUOPA	FONDAPARINUX SODIUM	Hyproval
ABECMA	AVSOLA	Choron-10	Duralutin	FORTEO	Hyproval PA
ABIRATERONE ACETATE	AXTLE	CIBINQO	DURYSTA	FOTIVDA	HYQVIA
ABIRTEGA	AYVAKIT	CIMERLI	DUVYZAT	FRINDOVYX	HYRIMOZ
ABRAXANE	AZACITIDINE	CIMZIA	DYSPORT	FRUZAQLA	IBRANCE
ABRILADA	AZASAN	CIMZIA STARTER KIT	EBGLYSS	FUDR	IBUPROFEN LYSINE
ACTEMRA	AZATHIOPRINE	CINACALCET HYDROCHLORIDE	EDARAVONE	FULPHILA	ICATIBANT ACETATE
ACTH-80	AZEDRA DOSIMETRIC	CINQAIR	Egrifta	FULVESTRANT	ICLUSIG
ACTHAR	AZEDRA THERAPEUTIC	CINRYZE	EGRIFTA SV	FUROSCIX	IDACIO
ACTHAR GEL	BABYBIG	CISATRACURIUM BESYLATE	ELAHERE	FUSILEV	Idamycin PFS
Acthar HP	BACLOFEN	CISPLATIN	ELAPRASE	FUZEON	IDARUBICIN HCL
ACTHREL	BAFIERTAM	CLADRIBINE	ELELYSO	FYARRO	IDELVION
ACTIMMUNE	BALVERSA	CLOFARABINE	ELEVIDYS	FYLNETRA	IDHIFA
ADAGEN	BAMLANIVIMAB	CLOLAR	ELFABRIO	FYREMADEL	Ifex
ADAKVEO	BARRIGEL	CLOVIQUE	ELIGARD	GABLOFEN	Ifex/Mesnex
ADALIMUMAB-AACF	BAVENCIO	COAGADEX	ELITEK	GALAFOLD	IFOSFAMIDE
ADALIMUMAB-AATY	BayGam	COLUMVI	ELLENCE	GALLIUM CITRATE GA 67	Ifosfamide-Mesna
ADALIMUMAB-ADAZ	BayHep B	COMETRIQ	ELLIOTTS B	Gamastan	ILARIS
ADALIMUMAB-ADBM	BEBTELOVIMAB	COPAXONE	ELOCTATE	GAMIFANT	ILLUCCIX CONFIGURATION A
ADALIMUMAB-FKJP	BEBULIN	COPEGUS	ELOXATIN	Gamimune N	ILLUCCIX CONFIGURATION B
ADALIMUMAB-RYVK	Bebulin VH	COPIKTRA	ELREXFIO	GAMMAGARD LIQUID	ILUMYA
ADALIMUMAB-RYVK	BELEODAQ	Corgonject-5	ELZONRIS	Gammagard S/D	ILUVIEN
ADBRY	BELRAPZO	CORIFACT	Emcyt	GAMMAKED	IMATINIB MESYLATE
ADCETRIS	BENDAMUSTINE HYDROCHLORIDE	Cortrophen	EMFLAZA	GAMMAPLEX	IMBRUVICA
ADCIRCA	BENDEKA	CORTROPHIN	EMPAVELI	Gammar	IMCIVREE
ADEMPAS	BeneFIX	COSELA	EMPLICITI	Gammar IV	IMDELLTRA
ADREVIEW	BENLYSTA	COSENTYX	ENBREL	Gammar-P IV	IMFINZI
ADRIAMYCIN	BEOVU	Cosmegen	ENCELTO	Gamunex	IMJUDO
ADRUCIL	BERINERT	COTELLIC	ENDARI	GAMUNEX-C	IMKELDI
ADSTILADRIN	BESPONSA	CRENESSITY	ENHERTU	GANIRELIX ACETATE	IMLYGIC
ADUHELM	BESREMI	CRESEMBA	ENJAYMO	GATTEX	Immuglobin
ADVATE	BETAINE ANHYDROUS	CRYSVITA	ENOXAPARIN SODIUM	GAVRETO	Immune Globulin
ADYNOVATE	BETASERON	CTEXLI	ENSPRYNG	GAZYVA	IMPAVIDO
ADZYNMA	BETHKIS	Cuprid	ENTYVIO	GEFITINIB	Imuran
AFINITOR	BEVACIZUMAB	Cuprimine	ENVARSUS XR	GEMCITABINE HCL	INBRIJA
AFINITOR DISPERZ	BEXAROTENE	CUROSURF	EOHILIA	GEMZAR	INCRELEX
AFSTYLA	BiCNU	CUTAQUIG	EPCLUSA	GENGRAF	Infasurf
AGAMREE	BIMZELX	CUVITRU	EPIDIOLEX	Genotropin	INFLECTRA
AKEEGA	Bioclate	CUVRIOR	EPIRUBICIN HCL	Germall Plus	INFLIXIMAB
ALDURAZYME	BIORPHEN	Cyanokit	EPKINLY	Gesterol LA-250	INFUGEM
ALECENSA	BIOTHRAX	CYCLOPHOSPHAMIDE	Epogen	GIAPREZA	Infumorph 200
Alferon N	BIVIGAM	CYCLOSPORINE	EPOPROSTENOL SODIUM	GILENYA	Infumorph 500

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ALHEMO	BIZENGRI	CYLTEZO	EPYSQLI	GILOTRIF	INGREZZA
ALIMTA	BKEMV	CYRAMZA	ERBITUX	GIVLAARI	INLYTA
ALIQOPA	Blenoxane	CYSTADANE	ERIBULIN MESYLATE	GLASSIA	INQOVI
Alkeran	BLENREP	CYSTADROPS	ERIVEDGE	GLATIRAMER ACETATE	INREBIC
Alphanate	BLEO 15K	CYSTAGON	ERLEADA	GLATOPA	INSET INFUSION SET 23" 9MM
ALPHANATE/VON WILLEBRAND FACTOR COMPLEX/HUMAN	Bleomycin Sulfate	CYSTARAN	ERLOTINIB HYDROCHLORIDE	Gleevec	Intron A
Alphanine	BLINCYTO	CYTARABINE	ERWINASE	GLEOLAN	INTRON A W/DILUENT
AlphaNine SD	BORTEZOMIB	Cytarabine (PF)	ERWINAZE	GLEOSTINE	Intron-A
ALPROLIX	BORUZU	CYTARABINE AQUEOUS	ESBRIET	GLIADEL WAFER	Inversine
ALTUVIIIO	BOSENTAN	CYTOGAM	ESPEROCT	Glukor	IPRIVASK
ALUNBRIG	BOSULIF	Cytoxan	ETESEVIMAB	GOCOVRI	IQIRVO
ALVAIZ	BOTOX	Dacarbazine	Ethamolin	GOHIBIC	IRESSA
ALYFTREK	BOTOX COSMETIC	Dacogen	Ethyol	GOMEKLI	IRINOTECAN
ALYGLO	BRAFTOVI	DACTINOMYCIN	ETOPOPHOS	GONAL-F	Irinotecan HCl
ALYMSYS	BREYANZI	DAKLINZA	ETOPOSIDE	Gonic	ISTODAX
ALYQ	BRINEURA	DALFAMPRIDINE ER	EVENITY	GRAFAPEX	ISTURISA
AMBRISENTAN	BRIUMVI	DANYELZA	Eveready-HCG 10000	GRANIX	ITOVEBI
AMIFOSTINE	BRONCHITOL	DANZITEN	Eveready-HCG 5000	HADLIMA	Iveegam
AMJEVITA	BRUKINSA	Daranide	EVEROLIMUS	HAEGARDA	Iveegam En
AMONDYS 45	BUPHENYL	Daraprim	EVKEEZA	HALAVEN	IVRA
AMPYRA	BUSULFAN	DARZALEX	EVOMELA	HARVONI	IWILFIN
AMTAGVI	BUSULFEX	DARZALEX FASPRO	EVRYSDI	H-BIG	IXEMPRA KIT
AMVUTTRA	BYLVAY	DASATINIB	EVUSHELD	HCG	IXINITY
Amytal Sodium	BYNFEZIA PEN	DATROWAY	EXJADE	HECORIA	IZERVAY
ANKTIVA	BYOOVIZ	DAUNOrubicin HCl	EXKIVITY	Helixate	JADENU
APHEXDA	CABLIVI	DAUNORUBICIN HYDROCHLORIDE	EXONDYS 51	HEMANGEOL	JAKAFI
Apokyn	CABOMETYX	DAURISMO	EXSERVAN	HEMGENIX	JAVYGTOR
APOMORPHINE HYDROCHLORIDE	CALQUENCE	DAXXIFY	EXTAVIA	HEMLIBRA	JAYPIRCA
AQNEURSA	CAMCEVI	DAYBUE	EYLEA	HEMOFIL M	JELMYTO
Aralast	CAMPATH	DECITABINE	EYLEA HD	HEPAGAM B	JEMPERLI
ARALAST NP	CAMPTOSAR	DEFERASIROX	FABRAZYME	Hepatitis B Immune Globulin	JESDUVROQ
Aranesp (Alb Free) SureClick	CAMZYOS	DEFERIPRONE	Factor VIII SD (Human)	Hep-B-Gammagee	JETREA
ARANESP ALBUMIN FREE	CAPECITABINE	DEFITELIO	FARYDAK	HEPZATO/50MM DOUBLE BALLOON CATHETER	JEUVEAU
ARCALYST	CAPRELSA	DEFLAZACORT	FASENRA	HEPZATO/62MM DOUBLE BALLOON CATHETER	JEVTANA
ARESTIN	CARBAGLU	Delta-Lutin	FASENRA PEN	HERCEPTIN	JIVI
ARIKAYCE	CARBOplatin	DEPEN TITRATABS	FASLODEX	HERCEPTIN HYLECTA	JOENJA
ARIXTRA	CARGLUMIC ACID	DepoCyt	FEIBA	HERCESSI	JUXTAPID
ARRANON	Carimune	Deprolutin 250	FEIBA NF	HERZUMA	JYNARQUE
ARSENIC TRIOXIDE	Carimune NF	DEXRAZOXANE	Feiba VH Immuno	HETLIOZ	KADCYLA
ARZERRA	CARMUSTINE	DEXTENZA	FENSOLVI	HETLIOZ LQ	KALBITOR
ASCENIV	CARVYKTI	DIACOMIT	FERRIPROX	Hexalen	KALYDECO
ASCOR	CASGEVY	Diaminopyridine	FIBRYGA	HIZENTRA	KANJINTI
ASPARLAS	CAYSTON	Diastase	FILSPARI	HULIO	KANUMA
ATGAM	CeeNU	Diatrizoate Sodium (Bulk)	FILSUVEZ	HUMAN CHORIONIC GONADOTROPIN	KEBILIDI
Atnativ	CELLCEPT	Dibenzyline	FINGOLIMOD HYDROCHLORIDE	Humate-P	KEMOPLAT

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Atnativ Antithrombin III	CEPROTIN	DICHLORPHENAMIDE	FINTEPLA	Humatrope	KEPIVANCE
ATTRUBY	CERDELGA	DIMETHYL FUMARATE	FIRAZYR	HUMIRA	KESIMPTA
AUBAGIO	Cerezyme	DOCEFREZ	FIRDAPSE	Hyate:C	KEVEYIS
AUCATZYL	Cerubidine	DOCETAXEL	FIRMAGON	HYCAMTIN	KEVZARA
AUGTYRO	CETRORELIX ACETATE	DOCIVYX	Flebogamma	Hydrogest-250	KEYTRUDA
AURANOFIN	CETROTIDE	DOFETILIDE	Flolan	HYDROXYprogesterone Caproate	KHAPZORY
AURLUMYN	Chenix	DOJOLVI	FLOXURIDINE	HYFTOR	KIMMTRAK
AUSTEDO	CHENODAL	DOPTELET	Fludara	Hylutin	Kineret
AUSTEDO XR	CHOLBAM	DOXIL	Fludarabine Phosphate	HYMPAVZI	Kinetin
Autoplex T	Chondroitin Sulfate	DOXORUBICIN HCL	FLUOROURACIL	HyperHep	KISQALI
AVASTIN	Chorex-10	D-PENAMINE	FOLLISTIM AQ	HYPERHEP B	KISQALI FEMARA
AVEED	Chorex-5	DROXIDOPA	Follutein	HYPERRHO S/D	KISUNLA
	Chorigon	DTIC-Dome	FOLOTYN	Hyprogest 250	KITABIS PAK
KOATE	MIVACRON	OPSUMIT	QALSODY	SINUVA	TIBSOVO
Koate-DVI	MODERIBA	OPSYNVI	QFITLIA	SIROLIMUS	TICE BCG
Koate-HP	Monarc-M	ORENCIA	QINLOCK	SIRTURO	TIKOSYN
Kogenate	MONJUVI	ORENITRAM	QUTENZA	SKYCLARYS	TIOPRONIN
Kogenate FS	MONOCLATE-P	Orfadin	RADICAVA	SKYRIZI	TIOPRONIN DR
Konyne 80	MONONINE	ORGOVYX	RADIOGARDASE	SKYRIZI PEN	TIVDAK
Konyne-HT	MOZOBIL	ORKAMBI	Rapamune	SKYSONA	TOBI
KORLYM	MULPLETA	ORLADEYO	RAPIBLYK	SKYTROFA	TOBI PODHALER
KOSELUGO	Mustargen	ORMALVI	RAVICTI	SODIUM OXYBATE	TOBRAMYCIN
KOVALTRY	Mutamycin	ORSERDU	REBETOL	SODIUM PHENYLBUTYRATE	TOBRAMYCIN INHALATION
KRAZATI	MVASI	OTEZLA	Rebif	SOFOSBUVIR/VELPATASVIR	TOFIDENCE
KRYSTEXXA	MYALEPT	OTULFI	REBIF REBIDOSE	SOGROYA	TOLVAPTAN
KUVAN	MYCAPSSA	OVIDREL	REBINYN	SOHONOS	TOPOSAR
KYMRIAH	MYCOPHENOLATE MOFETIL	OXALIPLATIN	REBLOZYL	SOLESTA	TOPOTECAN HCL
KYNAMRO	MYCOPHENOLIC ACID DR	OXBRYTA	REBYOTA	SOLIRIS	TORISEL
KYNMOBI	MYFORTIC	OXERVATE	RECLAST	SOMATULINE DEPOT	TORPENZ
KYPROLIS	MYHIBBIN	OXLUMO	RECOMBINATE	SOMAVERT	TOTECT
LAMPIT	Myleran	Oxsoralen Ultra	RECORLEV	SORAFENIB	TRACLEER
LAMZEDE	MYLOTARG	OZURDEX	Refacto	SORAFENIB TOSYLATE	TRAZIMERA
LANREOTIDE ACETATE	MYOBLOC	PACLITAXEL	REGEN-COV	SOTROVIMAB	TREANDA
LANTIDRA	MYOZYME	PADCEV	RELEUKO	SOTYKTU	TRELSTAR
LAPATINIB DITOSYLATE	NABI-HB	PALFORZIA	RELYVRIO	SOVALDI	Trelstar Depot
LARTRUVO	NAGLAZYME	PALYNZIQ	REMICADE	SPEVIGO	Trelstar LA
LAZCLUZE	NATPARA	PAMIDRONATE DISODIUM	REMODULIN	SPHERUSOL	TRELSTAR MIXJECT
LEDIPASVIR/SOFOSBUVIR	Navelbine	Panglobulin	RENACIDIN	SPINRAZA	TREMFYA
LEMTRADA	Nebupent	Panglobulin NF	RENFLEXIS	SPRAVATO	TREPROSTINIL
LENALIDOMIDE	NELARABINE	Panhematin	Resp Corticort	SPRYCEL	TRETINOIN
LENMELDY	NEMLUVIO	PANRETIN	RETACRIT	STELARA	TRETTEN
LENVIMA	NEOPROFEN	PANZYGA	RETEVMO	STEQEYMA	TRIENTINE HYDROCHLORIDE
LEQEMBI	NEORAL	Paraplatin	RETHYMIC	STIMUFEND	TRIESENCE
LETAIRIS	NERLYNX	PARSABIV	RETISERT	STIVARGA	TRIKAFTA
Leukeran	NETSPOT	PAVBLU	REVATIO	STRATAGRAFT	Triostat
LEUKINE	NEULASTA	PAZOPANIB HYDROCHLORIDE	REVCOVI	STRENSIQ	TRIPTODUR

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LEUPROLIDE ACETATE	NEULASTA ONPRO KIT	PEGASYS	REVLIMID	Sucraid	Trisenox
Leustatin	Neupogen	PEGINTRON	REVUFORJ	SUNITINIB MALATE	TRODELVY
LEVOLEUCOVORIN	NexAVAR	PEMAZYRE	REZDIFFRA	SUPPRELIN LA	TROGARZO
L-GLUTAMINE	NEXVIAZYME	PEMETREXED	REZLIDHIA	SURVANTA INTRATRACHEAL	TRUQAP
LIBTAYO	NGENLA	PEMETREXED DISODIUM	REZUROCK	SUSVIMO	TRUSELTIQ
Lioresal	NIKTIMVO	PEMFEXY	RHOGAM ULTRA-FILTERED PLUS	Sutent	TRUXIMA
LIORESAL INTRATHECAL	NILANDRON	PEMRYDI RTU	RHOPHYLAC	SYFOVRE	TRYNGOLZA
LIOTHYRONINE SODIUM	NILUTAMIDE	PENICILLAMINE	RIABNI	SYLATRON	TUKYSA
LIQREV	NIMBEX	Pentacarinat	RIASTAP	SYLVANT	TURALIO
LITFULO	NIMODIPINE	Pentam	RibaPak	SYMDEKO	TYENNE
LIVDELZI	NINLARO	PENTAM 300	Ribasphere	SYNAGIS	TYKERB
LIVMARLI	Nipent	Pentamidine Isethionate	RIBASPHERE RIBAPAK	SYNAREL	TYMLOS
LIVTENCITY	NITHIODOTE	Pentostatin	RibaTab	SYNRIBO	Tysabri
LOCAMETZ	NITISINONE	PEPAXTO	RIBAVIRIN	Syprine	TYVASO
LOMUSTINE	NITYR	PERJETA	Ridaura	Tabloid	TZIELD
LONSURF	NIVESTYM	PHEBURANE	RINVOQ	TABRECTA	UDENYCA
LOQTORZI	NORDITROPIN FLEXPRO	PHENOXYBENZAMINE HYDROCHLORIDE	RINVOQ LQ	TACROLIMUS	UKONIQ
LORBRENA	NORTHERA	PHESGO	RITUXAN	TADALAFIL	ULTOMIRIS
LOVENOX	Novantrone	Photofrin	RITUXAN HYCELA	TAFINLAR	UNITUXIN
LUCENTIS	NovaPlus Nabi-HB	PHOTREXA VISCOUS	RIVFLOZA	TAGRISSO	UPLIZNA
LUMAKRAS	NOVAREL	PHOTREXA/PHOTREXA VISCOUS KIT	RIXUBIS	TAKHZYRO	UPTRAVI
LUMASON	NOVOEIGHT	PIASKY	ROCTAVIAN	TALTZ	UPTRAVI TITRATION PACK
LUMIZYME	NovoSeven RT	PIQRAY	ROLVEDON	TALVEY	USTEKINUMAB
LUMOXITI	NPLATE	PIRFENIDONE	ROMIDEPSIN	TALZENNA	USTEKINUMAB-AEKN
LUMRYZ	NUBEQA	Platinol	ROMVIMZA	TARCEVA	USTEKINUMAB-TTWE
LUNSUMIO	NUCALA	Platinol AQ	ROZLYTREK	TARGRETIN	VABYSMO
LUPANETA PACK	NULIBRY	PLEGRIDY	Rubex	TARPEYO	VALCHLOR
LUPKYNIS	NULOJIX	PLERIXAFOR	RUBRACA	TASCENSO ODT	VALRUBICIN
Lupron	NUPLAZID	PLUVICTO	RUCONEST	TASIGNA	Valstar
Lupron Depot	Nutropin	POLIVY	RUXIENCE	TASIMELTEON	VANFLYTA
LUTATHERA	NUTROPIN AQ	Polygam S/D	RUZURGI	TAVALISSE	Vantas
LUTRATE DEPOT	NUWIQ	POMALYST	RYANODEX	TAVNEOS	Varicella-Zoster Immune Glob
LUXTURNA	NYMALIZE	POMBILITI	RYBREVANT	Taxol	VARITHENA
LYFGENIA	NYPOZI	PONVORY	RYDAPT	Taxotere	VARIZIG
LYNPARZA	NYVEPRIA	PORTRAZZA	RYLAZE	TAZVERIK	VECAMYL
LYSODREN	OBIZUR	POTELIGEO	RYONCIL	TECARTUS	VECTIBIX
LYTGOBI	OCALIVA	PRALATREXATE	RYPLAZIM	TECELRA	VEGZELMA
MACRILEN	OCREVUS	PRAXBIND	RYSTIGGO	TECENTRIQ	Velban
Macugen	OCREVUS ZUNOVO	PREGNYL	RYTELO	TECENTRIQ HYBREZA	VELCADE
MAKENA	OCTAGAM	PREVYMIS	SABRIL	TECFIDERA	VELETRI
MARGENZA	OCTREOTIDE ACETATE	PRIALT	SAIZEN	TECHNIVIE	Velsar
MARQIBO	Oculinum	PRIVIGEN	SAJAZIR	TECVAYLI	VELSIPITY
Matulane	ODOMZO	Procrit	SAMSCA	Tega-Gonad	VENCLEXTA
MAVENCLAD	OFEV	PROCYSBI	SANDIMMUNE	TEGSEDI	Venoglobulin-I
MAVYRET	OGIVRI	Profasi	Sandoglobulin	Temodar	Venoglobulin-S
MAYZENT	OGSIVEO	Profasi HP	Sandoglobulin IV	TEMOZOLOMIDE	Ventavis

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MEKINIST	OHTUVAYRE	Profilate OSD Human	SANDOSTATIN	TEMSIROLIMUS	VENXXIVA
MEKTOVI	OJEMDA	Profilate SD Human	SANDOSTATIN LAR DEPOT	TENIPOSIDE	VEOPOZ
Melate	OJJAARA	Profilate-HP	SangCya	TEPADINA	VePesid
MELPHALAN	OLPRUVA	Profilate-HP Human	SAPHNELO	TEPEZZA	VERZENIO
MEMBRANEBLUE	OLUMIANT	Profilnine	SAPROPTERIN DIHYDROCHLORIDE	TEPMETKO	Vesanoid
MENOPUR	OLYSIO	Profilnine SD	SARCLISA	TERIFLUNOMIDE	Viadur
MEPSEVII	OMISIRGE	Prograf	SCEMBLIX	TERIPARATIDE	VIDAZA
MERCAPTOPURINE	OMNITROPE	Prokine	SCENESSE	TETRABENAZINE	VIEKIRA PAK
MESNA	OMVOH	Prolastin	SECRETIN-MANNITOL	TEVIMBRA	VIEKIRA XR
Mesnex	ONAPGO	PROLASTIN-C	SELARSDI	TEV-TROPIN	VIGABATRIN
METHOXSALEN	Oncaspar	PROLEUKIN	SENSIPAR	TEZSPIRE	VIGADRONE
METHYLENE BLUE	Oncovin	PROLIA	SEROSTIM	Thalomid	VIGAFYDE
MICRHOGAM ULTRA-FILTERED PLUS	ONIVYDE	PROMACTA	SEVENFACT	TheraCys	VIGPODER
MIFEPRISTONE	ONPATTRO	Proplex T Factor IX Complex	SIGNIFOR	Thioguanine	VIJOICE
MIGLUSTAT	ONTRUZANT	PROVAYBLUE	SIGNIFOR LAR	THIOLA	VILTEPSO
MIPLYFFA	ONUREG	PROVENGE	SILDENAFIL	THIOLA EC	VIMIZIM
MIRCERA	Onxol	Pulmozyme	SILIQ	Thioplex	VinBLAStine Sulfate
MITIGO	OPDIVO	PURIXAN	SIMLANDI	Thiotepa	Vincasar PFS
MITOMYCIN	OPDIVO QVANTIG	PYRIMETHAMINE	SIMPONI	Thrombate III	VinCRIStine Sulfate
MITOSOL	OPDUALAG	PYRUKYND	SIMPONI ARIA	THYMOGLOBULIN	VINORELBINE TARTRATE
MITOXANTRONE HCL	OPFOLDA	PYZCHIVA	SIMULECT	THYROGEN	VIRAZOLE
VISTOGARD	VYALEV	WinRho SD	XPHOZAH	ZALTRAP	ZOKINVY
Visudyne	VYEPTI	WinRho SDF	XPOVIO	Zanosar	ZOLADEX
VITRAKVI	VYJUVEK	XALKORI	XTANDI	ZARXIO	ZOLEDRONIC ACID
Vivaglobin	VYKAT XR	XELJANZ	XURIDEN	ZAVESCA	ZOLGENSMA
VIVIMUSTA	VYLEESI	XELJANZ XR	XYNTHA	ZEJULA	ZOLINZA
VIZIMPRO	VYLOY	XELODA	XYNTHA SOLOFUSE	ZELBORAF	ZOMACTON
VONJO	VYNDAMAX	XEMBIFY	Xyrem	ZEMAIRA	Zometa
VONVENDI	VYNDAQEL	XENAZINE	XYWAV	ZEPATIER	ZORBTIVE
VORANIGO	VYONDYS 53	XENON XE 133	YARGESA	ZEPOSIA	ZORTRESS
VORAXAZE	VYVGART	XENPOZYME	YERVOY	ZEPZELCA	ZTALMY
VOSEVI	VYVGART HYTRULO	XEOMIN	YESCARTA	Zevalin Y-90	ZULRESSO
VOTRIENT	VYXEOS	XERMELO	YESINTEK	ZIEXTENZO	ZURZUVAE
VOWST	WAINUA	XGEVA	YONDELIS	ZIIHERA	ZYDELIG
VOXZOGO	WAKIX	XIAFLEX	YONSA	ZILBRYSQ	ZYKADIA
VOYDEYA	WELIREG	XIPERE	YORVIPATH	ZILRETTA	ZYMFENTRA
VPRIV	WEZLANA	XOLAIR	YUFLYMA	ZINBRYTA	ZYNLONTA
VUMERITY	Wilate	XOLREMDI	YUSIMRY	Zinecard	ZYNTEGLO
Vumon	WINREVAIR	XOSPATA	YUTIQ	ZIRABEV	ZYNYZ
ZYTIGA					

Job Classification and Compensation Maintenance Plan

Monday, July 7, 2025 4:00 PM

JOB CLASSIFICATION AND COMPENSATION MAINTENANCE PLAN

County of Montgomery, Indiana

An Equal Opportunity Employer

This job classification and compensation maintenance plan was adopted by the Montgomery County Council on _____; with an effective date of _____. It was developed to ensure that the new Montgomery County job classification system is kept up-to-date and useful through time.

Maintaining the job classification system for COMOT, LTC, PAT, Civilian POLE, Merit POLE, EXE, SO-Probation, SO-Attorneys, and SO jobs involves establishing a series of procedures. The following guidelines will provide for an on-going review of job classifications and compensation schedules upon request of elected officials, department heads, and employees. Provisions for adding or deleting positions to the system are also specified.

Job Descriptions

The Montgomery County Council adopted official job descriptions for all County positions. As new jobs are added, and as reorganizations occur and jobs change, job descriptions shall be prepared or updated, evaluated, and inserted into the appropriate classification level.

Job Classification Based On Position Descriptions

The basis for the classification system is the job description. It is a written statement for each job and contains the following information:

Title of position (These titles shall be used in the official salary ordinance approved by the County Council.)

Department in which the position exists

Job Category (COMOT, LTC, PAT, Civilian POLE, Merit POLE, EXE, SO-Probation, SO-Attorneys, or SO)

Date Written:/Date Revised: (documents a record of the job)

FLSA Status: (documents excluded/exempt/non-exempt status for overtime eligibility)

Statement of Duties: (specifies key dimensions of the job)

Jobs in any one category cannot be compared to jobs in another category. For example, COMOT jobs cannot be compared to PAT jobs.

The factor evaluation system only compares a position to jobs within the same job category.

All positions within a job category were classified by assigning factor evaluation points to the job description. FES factor guide charts were used by the factor team in arriving at the total factor evaluation points.

Once factor points were assigned to each position, jobs were grouped in factor point ranges within each job category. Classifications were compared to salaries and wages to assure there is internal pay equity among all positions.

Maintenance of the Job Classification and Pay Plan

The Montgomery County Administrator is responsible for overseeing maintenance of the job classification and pay plan.

The County Administrator is responsible for overseeing job review procedures and submitting job reclassification and pay policy recommendations to the County Council. All requests shall be presented to the full Council after the County Administrator has completed his/her review and formed his/her recommendation.

The Council may establish a procedure for periodical updates to the Compensation Study.

County Administrator Duties

The County job descriptions shall be maintained by the County Administrator. The County Administrator shall be responsible for the distribution of job questionnaires to elected officials/department heads to create new positions that are not classified in the system and to provide job information to human resources consultants for preparation of new job descriptions. The County Administrator shall maintain job classification review forms and requests for reclassification; assist elected officials/department heads with completion of forms; and provide copies of review forms and reclassification requests to the to the Compensation Consultant and County Council.

Job Review/New Position Requests

There are two occasions when a job description should be reviewed:

When a position becomes vacant. The elected official/department head should review the job description for possible changes before either hiring a new person, or, alternatively,

eliminating the position.

1. When a reorganization of an office occurs and there is "significant" shifting of duties among positions; or when "substantial" new duties are added/deleted to an existing job.

Following the installation of the new job classification, elected officials and department heads will be provided information on making job reviews and new position requests for review by the County Administrator. The County Administrator will forward the request to the Compensation Consultant if the request meets the conditions established for review as described above. Such requests shall be made during the months of January through April of each calendar year when the Salary Ordinance is in force. Reclassification requests for existing positions shall not be reviewed more than once in a twelve month period.

Reclassification of a position may not be filed within the first twelve months of a new employee's tenure in the position. New positions and/or new employees' requests that are disapproved shall not be reconsidered by the Council for a period of twelve months from the date of original submission.

New positions and/or new employee requests that are approved shall not be considered for reclassification for a period of twelve months from the date of the original submission.

Maintenance Policies and Procedures

The following maintenance policies and procedures were adopted by County Council Ordinance. Job titles are not to be changed except as provided in the following procedures.

Procedures for Reclassification of a Position or Reorganization of an Office

The following reclassification/reorganization of office review procedures are established to provide a systematic method to process such requests. Offices or departments submitting a request shall use the following steps to make reclassification/office reorganization requests:

STEP 1: Secure "Job Classification Review Form" and a copy of the official job description adopted by the County Council for the position(s) being reviewed from the Montgomery County Administrator.

STEP 2: Complete and return "Job Classification Review Form," including any supportive documentation to the County Administrator. Proposed revisions to the job description should be indicated on the description and be included as part of supportive documentation.

STEP 3: The "Job Classification Review Form," and supportive documentation will be submitted to the to the Council's professional human resources consultants for their review and recommendation.

STEP 4: The Council's professional human resources consultants may conduct a review, including but not limited to, the following: reviewing the department's organizational plan, evaluating the factor evaluation points for the position,

considering the probable impact on the County's overall classification system and the fiscal impact, and suggesting alternative methods to perform proposed job functions.

STEP 5: A Review Report will be prepared by Council's professional human resources consultants and submitted to the County Administrator for distribution to the County Council.

STEP 6:

STEP 7: The County Council shall review all pertinent information and make a final determination for approval/disapproval.

Procedures for Adding a New Position

The following new position and/or new employee review procedures are established to provide a systematic method to process such requests. Offices or departments submitting a request shall use the following steps to make new position/new employee requests:

STEP 1: Secure "New Position/Employee Request Questionnaire" form from the County Administrator.

STEP 2: Complete and return questionnaire, including supporting documentation to the County Administrator. The department head or elected official shall complete and submit a job description questionnaire as part of the supporting documentation.

STEP 3: The County Administrator will forward the questionnaire and supporting documentation to the Council's professional human resources consultants for their review and recommendation.

STEP 4: The Council's professional human resources consultants may conduct a review, including but not limited to, the following: reviewing the department's organizational plan, evaluating the factor evaluation points for the position, preparing job descriptions, considering the probable impact on the County's overall classification system and the fiscal impact, and suggesting alternative methods to perform proposed job functions.

STEP 5: A Review Report will be prepared by Council's professional human resources consultants and submitted to the County Administrator for distribution to theCouncil.

STEP 6:

STEP 7: The County Council shall review all pertinent information and make a final determination for approval/disapproval.

Requests by Departments for review of an existing job classification

If a Department has a compensation evaluation request that doesn't meet the conditions established in the maintenance plan for a review of compensation and/or classification, then the Department must submit the request to the Council for their review. If the Council decides to review the request, then the process established for a review of a new position will be followed.

Recruitment and Hiring

When a job is vacant and the hiring process begins, the following steps should be taken:

STEP 1: The job description is reviewed and changes made, pursuant to the Steps above.

STEP 2: Consistent with the job description, the elected official/department head determines the minimum qualifications for the position, as well as any preferred qualifications. These are included on the job description, which will be used in posting.

STEP 3: The job description and salary is distributed through normal County recruitment channels used by the elected official/department head, consistent with EEO guidelines, until the position is filled. The County's employment application form will be used unless a Department has special circumstances to utilize a different form.