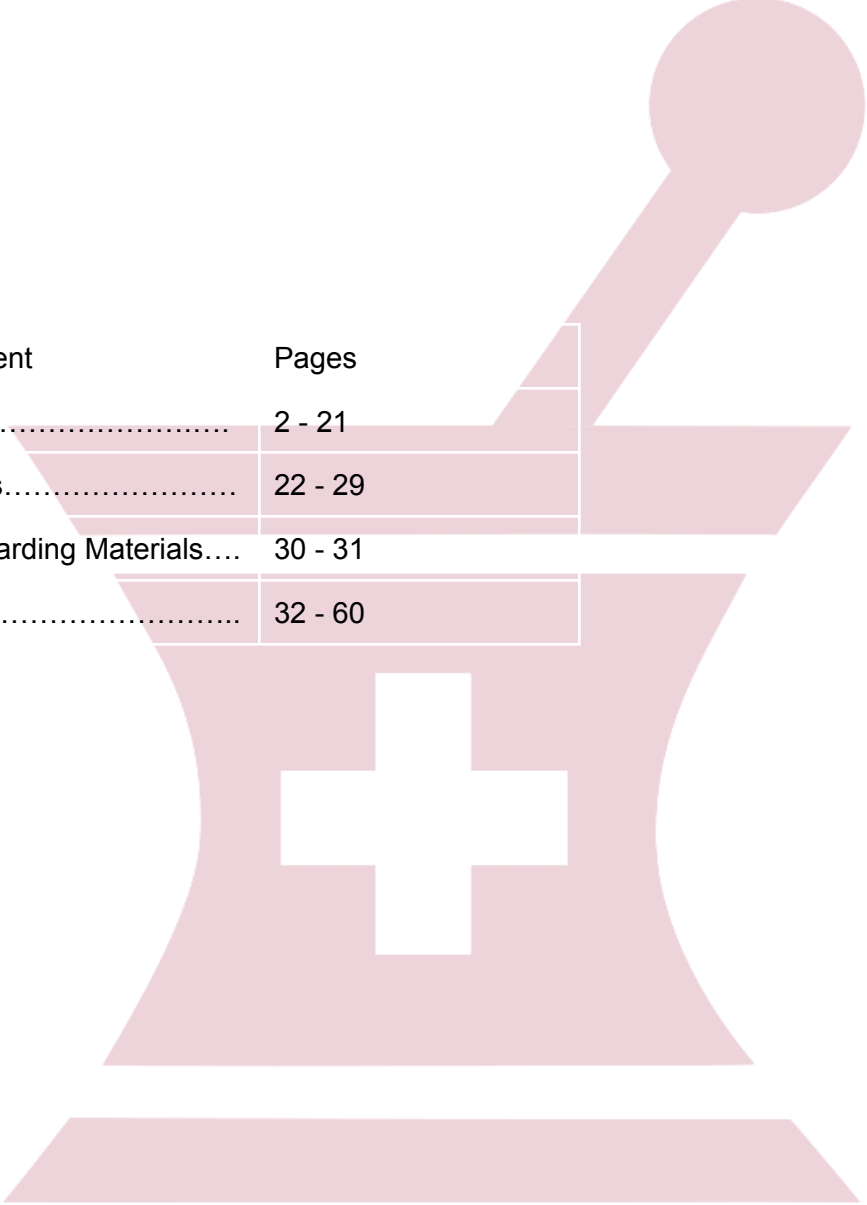


Hancock County, IN



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The information contained in this packet is the product of Freedom of Information Act requests filed by the Partnership for Safe Medicines. For additional info, please feel free to contact Shabbir Imber Safdar at shabbir@safemedicines.org or (415) 630-3736.

**RX PROTECT, LLC
RXPROTECT CLIENT AGREEMENT**

THIS RXPROTECT CLIENT AGREEMENT (the “Agreement”) will be effective as of the date set forth in Article 6.1 and is entered into by and between RxProtect, LLC (“RxProtect”), a Delaware limited liability company, with a business address of 9520 Ormsby Station Rd., Ste 15, Louisville, KY 40223, and Hancock County Government, a county government in the state of Indiana, with a business address of 111 American Legion Place, Suite 217, Greenfield, IN 46140 (“Client”). RxProtect and Client may hereinafter be referred to as a “Party” and together, the “Parties”.

RECITALS

WHEREAS, RxProtect engages in medication (“Rx”) management consulting and assistance services, including, among other things, facilitating the logistics of order of medications and prescription processing for certain brand name (“Brand Name”) and insulin (“Insulin”) medications (“RxProtect Services”);

WHEREAS, Client provides or arranges for the coverage of Rx benefits and benefit programs for employees;

WHEREAS, RxProtect and Client desire that RxProtect be a provider of RxProtect Services to Client,

NOW THEREFORE, in consideration of the mutual covenants, promises and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

TERMS OF AGREEMENT

ARTICLE I – DEFINITIONS

“Member” or “Members” means the employee or employees at Client location(s) or other covered lives associated with such employee(s).

“Eligibility Files” means the list submitted by Client to RxProtect in electronic format as requested by RxProtect indicating persons eligible for program participation.

“Data Analytics” means Rx claim data submitted by Client to RxProtect indicating medication cost and Member associated with medication.

ARTICLE II – ESTABLISHMENT OF THE RX PROTECT PROGRAM

2.1 Eligibility/Set Up. Client will submit completed Eligibility Files on a monthly basis, and RxProtect will utilize Eligibility Files to determine eligibility of potential new enrollees and employees previously helped through the RxProtect program. Eligibility File will include first name, last name, phone number, address, and email if available.

2.2 Data Analytics. Client will submit updated Rx Data Analytics on a monthly basis. Data Analytics will contain Brand Name and Insulin medication name, cost to the Client, and the Members' first and last name associated with each medication.

ARTICLE III – RX PROTECT SERVICES

3.1 Patient Advocacy Mail Order Logistics Program (“Mail Order Logistics Program”). RxProtect will work one on one with Members to submit and process the order of medication through licensed and certified established wholesale and distribution partners at the lowest cash paying price.

RxProtect Services are subject to the detail found in Exhibit A, RxProtect Services.

ARTICLE IV – FEES; BILLING AND PAYMENT

4.1 Fees. RxProtect will be due thirty-three percent (33%) of the savings created for the Client, calculated as described below (“Fees”).

4.2 Billing and Payment.

- (a) Billing. Client will pay to RxProtect, an amount equal to the costs of the Mail Order Logistics Program and an amount equal to the RxProtect Program Fees as defined in Exhibit A. Unless otherwise agreed to by the Parties, RxProtect will invoice Client on the 2th and 17th of each month for the Mail Order Logistics Program and on the fifth (5th) day of each month for the RxProtect Program Fees. Client shall allow RxProtect to draw via ACH from an account designated by Client (an “ACH Draw”) on the third (3rd) day following each invoice date (the “Draw Date”) and shall provide RxProtect with an executed debit authorization form upon execution of this Agreement. Any ACH Draw due to RxProtect that is returned as unpaid shall constitute a payment breach (a “Payment Breach”).
- (b) Payment. If any amount payable to RxProtect by Client is not paid when due, then without limiting any other rights which RxProtect may have as a result of late payment including, but not limited to, termination of the Agreement for a Payment Breach, the unpaid amount will bear interest until paid at a monthly rate of one and one-half percent (1.5%) or the maximum amount permitted under law, whichever is less, with such interest to be paid on demand together with all costs incurred by RxProtect to collect amounts due, including reasonable attorneys' fees and disbursements.

ARTICLE V – HIPAA; CONFIDENTIAL INFORMATION

5.1 HIPAA. The Parties agree that as relates to use and disclosure of PHI, electronic transaction standards and security of electronic PHI under HIPAA, they are subject to the terms of the Business Associate Agreement (the “BAA”) set forth in Exhibit C.

5.2 Confidential Information.

- (a) RxProtect Proprietary Information. Client agrees that certain information provided by RxProtect is considered confidential and proprietary information (“RxProtect Proprietary Information”), including but not limited to, business models, distribution

methods and partners, business methods and practices, RxProtect reporting and other web-based applications, eligibility and adjudication systems, trade secrets, formats and databanks (collectively, "RxProtect Systems"). Unless otherwise needed for litigation purposes related to this Agreement or required by law, Client agrees that RxProtect Proprietary Information will not be disclosed to third parties except as provided herein. Client shall not use RxProtect Proprietary Information for its own purposes or disclose it to any third party, at any time during or after termination of the Agreement, except as specifically contemplated by this Agreement or upon RxProtects' prior written consent, or as otherwise required by law or court order. Upon termination of this Agreement, Client shall cease using all RxProtect Proprietary Information. This obligation of Client shall not apply, however, if and to the extent that:

- (i) The RxProtect Proprietary Information was already known to Client at the time of receipt from RxProtect; or
- (ii) The RxProtect Proprietary Information is lawfully obtained by Client from a third party not under any obligation not to disclose it; or
- (iii) The RxProtect Proprietary Information was either published or otherwise available to the public at the time of its receipt by Client from RxProtect or later became published or available to the public other than by breach of this Agreement.

ARTICLE VI – TERM AND TERMINATION; DEFAULT AND NON-PAYMENT

6.1 Term. This Agreement will commence effective as of June 1, 2023 (the "Effective Date") and will continue for a period of one (1) year(s) (the "Initial Term"). This Agreement will automatically renew for an additional year (a "Renewal Term") if either Party does not provide ninety (90) days written notice to the other Party prior to end of the Initial Term or any Renewal Term. This Agreement may be terminated earlier in accordance with the terms of Article 6.2 below.

6.2 Termination.

- (a) Termination Without Cause. Client may terminate this Agreement at any time prior to the expiration of the Term without cause and for any or no reason upon ninety (90) days' prior written notice to RxProtect. In addition, Client acknowledges and agrees that Client and its beneficiaries enrolled in Exhibit A Service 1 (Mail Order Logistics Program) shall not receive any medications after the termination date specified in the termination notice delivered in accordance with the preceding sentence (the "Termination Date"). The Agreement will be terminated effective with the payment of all outstanding amounts due pursuant to the agreement (the "Final Termination Date"). The Parties acknowledge and agree that with respect to this Article 6.2(a) RxProtect will retain all rights pursuant to this Agreement through the Final Termination Date.
- (b) Breach or Default. Either party may give the other written notice of a material, substantial and continuing breach of this Agreement. If the breaching party has not cured said breach within thirty (30) days from the date such notice was sent, this Agreement may be terminated at the option of the non-breaching party. If the amount of time commercially reasonable for the breach to be cured is longer than thirty (30) days, this Agreement may not be terminated by the non-breaching party pursuant to this provision until such commercially reasonable period of time has elapsed; provided, however, that in no event will such period exceed sixty (60) days.

- (c) Non-Payment. Notwithstanding anything to the contrary herein, RxProtect (and its wholly-owned subsidiaries) may terminate and cease providing or authorizing provision of RxProtect Services upon ninety-six (96) hours written notice due to a Payment Breach, provided RxProtect attempts collection through communications with Client prior to sending the notice described herein.

ARTICLE 7 – INDEMNIFICATION; LIMITATION ON DAMAGES.

7.1 Personal Injury and Damage to Tangible Property.

- a) Each Party (the “Indemnitor”) shall defend, at its expense, the other Party and its Affiliates (the “Indemnitees”) against any third party claims brought against any of the Indemnitees for (i) bodily injury, including death, or (ii) damage to tangible property, in each case, to the extent caused by the negligence or willful misconduct of the Indemnitor or its Affiliates, employees, Subcontractors, agents or representatives during the Term of this Agreement.
- b) In addition, the Indemnitor shall indemnify and hold harmless the Indemnitees from and against (i) any financial judgments finally awarded by a court of competent jurisdiction to such third parties against the Indemnitees based on the claims described in Article 7.1 (a) after the Indemnitor has presented its defenses (or after the Indemnitor elected not to, or failed to, defend such claims); and (ii) any financial settlement amount to which the Indemnitor agrees in writing (or to which the Indemnitees agreed after the Indemnitor elected not to, or failed to, defend such claims). Such amounts shall be deemed the direct damages of the Indemnitees, not Consequential Damages under Article 7.4 (a).

7.2 Regulatory BAA Claims.

- a) Each Indemnitor shall defend, at its expense, the Indemnitees against any claims or regulatory actions brought against any of the Indemnitees by a duly authorized regulatory authority in the United States (“HIPAA Regulatory Authority”) to the extent arising from a breach of the Indemnitor’s obligations set forth in the BAA by the Indemnitor or its Affiliates or their respective employees or subcontractors (“Regulatory BAA Claims”).
- b) In addition, the Indemnitor shall indemnify and hold harmless the Indemnitees from and against (i) any final financial penalties assessed against any Indemnitee by a HIPAA Regulatory Authority based on such Regulatory BAA Claims after the Indemnitor has presented any defenses allowed by applicable law (or after the Indemnitor elected not to, or failed to, present such defenses), and (ii) any financial settlement amount to which the Indemnitor agrees in writing (or to which the applicable Indemnitees agreed after the Indemnitor elected not to, or failed to, defend such Regulatory BAA Claims). Such financial penalties and financial settlement amounts shall be deemed the direct damages (not consequential damages described in Article 7.4 (a) of this Agreement) of the Indemnitees.

7.3 The indemnity obligations set forth in this Article 7 are contingent upon: (i) the Indemnitees giving prompt written notice to the Indemnitor of any such claim(s); failure or delay to so notify Indemnitor shall not relieve Indemnitor from any liability hereunder so long as the failure or delay shall

not have prejudiced the defense of such claim; (ii) the Indemnitor having sole control of the defense or settlement of the claim; and (iii) at the Indemnitor's request and expense, the Indemnitees cooperating in the investigation and defense of such claim(s).

7.4 Limitation on Consequential Damages.

- a) EXCEPT AS PROVIDED IN ARTICLE 7.4 (b) BELOW, WITH RESPECT TO ALL CLAIMS, ACTIONS AND CAUSES OF ACTION ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT (INCLUDING CLAIMS, ACTIONS AND CAUSES OF ACTION ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE, STRICT LIABILITY OR OTHERWISE) AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEN, NEITHER PARTY WILL BE LIABLE FOR ANY AMOUNTS FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL (INCLUDING, WITHOUT LIMITATION LOSS PROFITS, LOSS OF GOODWILL, LOSS OF REPUTATION, LOST REVENUE, OR DAMAGES FOR THE LOSS OF DATA) OR PUNITIVE DAMAGES OF THE OTHER PARTY OR ANY THIRD PARTIES (collectively, "CONSEQUENTIAL DAMAGES").

The limitations on Consequential Damages as set forth in Article 7.4 (a) shall not apply to (i) Client's obligations to make payments under this Agreement, (ii) a Party's breach of this Agreement attributable to such Party's willful misconduct or fraud, or (iii) a Party's breach of this Agreement attributable to such Party's gross negligence; provided, however, the amount of such Consequential Damages pursuant to this clause (iii) shall be subject to the Twenty-Four Month Cap as described in Article 7.5 (d).

7.5 Limitations on The Amount of Damages.

- (a) EXCEPT AS PROVIDED IN ARTICLE 7.5 (b), Article 7.5 (c) AND ARTICLE 7.5 (d) BELOW, WITH RESPECT TO ALL CLAIMS, ACTIONS AND CAUSES OF ACTION ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT (INCLUDING CLAIMS, ACTIONS AND CAUSES OF ACTION ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE, STRICT LIABILITY OR OTHERWISE) AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEN, NEITHER PARTY'S LIABILITY WILL EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNT ACTUALLY PAID TO RXPROTECT BY CLIENT FOR THE SERVICES PROVIDED UNDER THIS AGREEMENT (EXCLUDING AMOUNTS PAID AS REIMBURSEMENT OF EXPENSES OR TAXES) DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE THAT THE FIRST CLAIM, ACTION, OR CAUSE OF ACTION AROSE OUT OF, UNDER OR IN CONNECTION WITH SUCH STATEMENTS OF WORK ("TWELVE-MONTH CAP"); PROVIDED, HOWEVER, IF THE DATE OF THE FIRST CLAIM IS PRIOR TO THE FIRST ANNIVERSARY OF THE EFFECTIVE DATE OF THIS AGREEMENT, SUCH TWELVE-MONTH CAP SHALL NOT EXCEED THE AVERAGE OF THE MONTHLY AMOUNTS ACTUALLY PAID TO RXPROTECT BY CLIENT FOR THE SERVICES PROVIDED

UNDER THIS AGREEMENT (EXCLUDING AMOUNTS PAID AS REIMBURSEMENT OF EXPENSES OR TAXES) DURING THE PERIOD BEGINNING ON THE EFFECTIVE DATE UP TO THE DATE OF THE FIRST CLAIM - MULTIPLIED BY TWELVE.

- (b) The limitations on the amount of damages set forth in Article 7.5 (a), shall not apply to: (i) a Party's breach of this Agreement attributable to its gross negligence, willful misconduct or fraud; (ii) Client's obligations to make payments under this Agreement; or (iii) a Party's indemnification obligations set forth in this Article 7.
- (c) With respect to each Party, the limitations on the amount of damages set forth in Article 7.5 (a), shall not apply to a breach of such Party's obligations set forth in the BAA by such Party or its affiliates or their respective employees or subcontractors (excluding Regulatory BAA Claims which are governed by Article 7.2 above), except each Party's total liability for any and all such breaches shall be subject to the Twenty-Four Month Cap described in Article 7.5 (d) below. For purposes of this Article 7.5 (c), the following shall be considered the direct damages (not Consequential Damages under Article 7.4 (a)) of the non-breaching Party caused by the other Party's breach of the BAA: (i) Reasonable amounts for credit monitoring services provided to the individuals whose PHI was subject to a Breach of Unsecured Protected Health Information (defined in the BAA), and (ii) reasonable amounts for any notifications required by the Breach Notification Provisions (defined in the BAA).
- (d) "Twenty-Four-Month Cap" means the amount of the Twelve-Month Cap multiplied by two. The Twenty-Four-Month Cap is not a separate cap, but a cumulative cap that only applies (i) after the Twelve-Month Cap has been exceeded, and (ii) to a Party's liability described in Article 7.5 (c) above, and a Party's liability for Consequential Damages as described in Article 7.4 (b) above due to a Party's breach of this Agreement attributable to such Party's Gross Negligence.

The provisions of this Article 7 shall survive the termination of this Agreement and for two years thereafter.

ARTICLE VIII – DISCLAIMER.

8.1 EXCEPT AS EXPRESSLY PROVIDED OTHERWISE HEREIN, NEITHER RXPROTECT NOR ITS AFFILIATES MAKE ANY REPRESENTATIONS OR WARRANTIES UNDER THIS AGREEMENT OR WITH RESPECT TO ANY PROGRAM OR RELATED SERVICE. RXPROTECT, ON BEHALF OF ITSELF AND ITS AFFILIATES, SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, ACCURACY, AND NON-INFRINGEMENT. EACH PROGRAM AND ANY RELATED SERVICE IS PROVIDED "AS-IS" WITH ALL FAULTS. RXPROTECT IS NOT RESPONSIBLE FOR MAKING ANY ALTERATIONS OR MODIFICATIONS TO ANY PROGRAM OR SERVICE OTHER THAN THOSE DEEMED BY RXPROTECT, AT ITS SOLE DISCRETION, TO BE NECESSARY AND APPROPRIATE.

ARTICLE IX – MISCELLANEOUS

9.1 Use of Name. The Parties agree that no public or private announcements, media releases, press conferences, advertising or similar publicity in any form relating to the name, image, or logo (or

any variation or combination of such name, image, or logo) of RxProtect or any Affiliate or the name or image of the employees, members, patients, clients or customers of RxProtect or its Affiliates shall be made without RxProtect's prior written consent, which consent may be withheld in RxProtect's sole discretion.

9.2 Audit. During the Term and for a period of three (3) years following the expiration or termination of this Agreement, each Party shall have the right upon reasonable notice at all reasonable times to audit and examine the records of the other insofar as such examination relates to, and is limited by, the transactions involving the services and compensation rendered under the terms of this Agreement. The party requesting and conducting the audit shall bear all expenses of the audit. Any such audits or reviews shall be allowed upon reasonable notice, at least seven (7) days in advance, during regular business hours and shall be subject to all applicable laws and regulations concerning the privacy and/or confidentiality of such data or records. Following written request for an audit, the parties will agree upon the time, place and scope of any such audits, examinations or reviews.

9.3 Assignment. Neither this Agreement nor any right, interest or obligation hereunder may be assigned (by operation of law or otherwise) by any Party without the prior written consent of the other Party and any attempt to do so will be void; provided, however, that: (a) the Parties may, upon notice to the other Party but without being obligated to obtain the other Party's consent, assign this Agreement or any of its rights, interests or obligations hereunder to a wholly owned affiliate or subsidiary or parent company of the Party; and (b) no such written consent will be required in connection with a Change of Control, merger or reorganization of a Party, or a sale of all, or substantially all, of such Party's assets. Subject to the preceding sentence, this Agreement is binding upon, inures to the benefit of and is enforceable by the Parties hereto and their respective successors and assigns.

9.4 Independent Contractors. The relationship between RxProtect and Client is solely that of independent contractors. No contract of agency and no joint venture or partnership is created by this Agreement. Except to the extent expressly authorized by the terms of this Agreement, neither Party will make any contract, agreement, warranty, or representation on behalf of the other Party, or incur any debt or other obligation in the other Party's name, or act in any manner which has the effect of making that Party the apparent agent of the other Party. Neither Party will be liable by reason of any act or omission of the other Party in the conduct of its business or for any resulting claim or judgment.

9.5 Notices. All notices required by this Agreement to be given by either Party to the other Party shall be in writing and shall be deemed to have been given if personally delivered to the other Party or if sent by United States Postal Service certified mail, return receipt requested, postage prepaid or by priority FedEx or UPS, requiring a signature of receipt. Notices shall be effective upon receipt. All notices or communications between the Parties shall be addressed as set forth below. Either Party may change its notice address by giving written notice to the other Party in the manner provided in this Article.

If to RxProtect:	RxProtect, LLC Attention: Nate Hughes 9520 Ormsby Station Road, Suite 15 Louisville, KY 40223
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With a copy to: RxProtect, LLC
Attention: Steve Downey
9520 Ormsby Station Road, Suite 15
Louisville, KY 40223

If to Client: Hancock County Government
Attention: Hollie Kinker
111 American Legion Place
Suite 217
Greenfield, IN 46140

9.6 Governing Law. The validity, interpretation, enforceability, and performance of this Agreement shall be governed by and construed in accordance with the laws of the state of Indiana, excepting any conflict of laws or provisions which would serve to defeat application of Indiana substantive law.

- (a) Mutual Agreement to Mediate. Client and RxProtect mutually agree that, prior to filing litigation with respect to any and all claims or disputes related to this Agreement, and their officers, owners, directors, managers, employees, or agents acting in their capacity as such or otherwise, they will attempt to settle the dispute in an amicable manner through mediation with a neutral mediator mutually acceptable to both Parties in accordance with the Indiana Rules for Alternative Dispute Resolution.
- (b) Covered Disputes and Claims. The disputes and claims covered by this Article 9 include all claims or controversies that would constitute a cause of action in any court.
- (c) Class Action Waiver. All disputes, claims, lawsuits, or any other actions against or including RxProtect, its Affiliates or subsidiaries, its current or former employees, current or former members, current or former members of the Board of Managers, or current or former agents, must be brought in Client's capacity as a customer, and not as a plaintiff or member in any purported class, collective or representative proceeding. RxProtect is entitled to enforce this Article 9.5(c) including Client's agreement to mediate all claims and to forego pursuing any covered dispute on a class, collective or representative basis, and is entitled to seek dismissal of any such class, collective or representative action and otherwise assert this Agreement as a defense in any proceeding.
- (d) Enforcing Mediation Settlement. Either Party may bring an action in the Circuit Court of Hancock County, Indiana, to require mediation under this Article 9.6 if the other Party is not cooperating with or responding to a demand for mediation under this Agreement. Either Party may also bring an action in the Circuit Court of Hancock County, Indiana, to enforce a mediated settlement entered under the terms of this Agreement if the other Party is not complying with the terms of such mediated settlement.
- (e) Injunctive Relief. The Parties agree that in the event of any breach or threatened breach of any of the covenants in this Agreement, the damage or imminent damage to the value and the goodwill of the non-breaching Party's business will be irreparable and extremely difficult to estimate, making any remedy at law or in damages inadequate. Accordingly,

the Parties agree that the non-breaching Party shall be entitled to injunctive relief against the breaching Party in the event of any breach or threatened breach of any such provisions, in addition to any other relief (including damages) available to the non-breaching Party under this Agreement or under applicable state or federal law.

- (f) Cumulative Remedies. Except as otherwise expressly provided in this Agreement, all remedies provided for in this Agreement shall be cumulative and in addition to, and not in lieu of, any other remedies available to either Party at law, in equity or otherwise.

9.7 Severability. If any provision of this Agreement conflicts with the law under which this Agreement is to be construed or if any such provision is held invalid by a competent authority, such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law. The remainder of this Agreement shall remain in full force and effect.

9.8 Waiver. Notwithstanding any course of dealing or the failure to strictly enforce this Agreement, no term, right, provision or remedy set forth in this Agreement is waived nor any breach excused (collectively, a “Waiver”) unless documented in a writing signed by the Party granting the Waiver. A Party’s Waiver in one instance does not constitute a Waiver of any subsequent failure or breach. The failure of either Party to enforce at any time any of the provisions of this Agreement, or the failure to require at any time performance by the other Party of any of the provisions of this Agreement, will in no way be construed to be a present or future Waiver of any such provisions, or in any way affect the validity of either Party to enforce each and every provision thereafter.

9.9 Headings. The Article headings used in this Agreement are for reference and convenience only and shall not affect any construction or interpretation of this Agreement.

9.10 Counterparts. This Agreement may be executed in several counterparts, each of which shall be considered an original but all of which taken together shall constitute one and the same instrument.

9.11 Force Majeure. No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent the failure or delay is caused by or results from a Force Majeure Event; provided, however, that in the event of a Force Majeure Event, each Party shall use its good faith efforts to perform its duties and obligations under this Agreement. A “Force Majeure Event” includes (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) any governmental order, law, or action; and (e) telecommunication breakdowns, power outages or shortages, or inability or delay in obtaining supplies. When there is a Force Majeure Event, the impacted Party shall immediately notify the other Party in writing of the Force Majeure Event including the period of time such event is expected to continue. The impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the Force Majeure Event. If a Force Majeure Event prevents, hinders or delays performance under this Agreement for more than ninety (90) days, either Party shall have the right to terminate the Agreement as of the date specified in a written notice of termination and shall have a the right to a pro rata refund of fees paid for Services not yet delivered, if any.

9.12 Entire Agreement. This Agreement and attached Exhibits (which are all incorporated by reference) constitutes the entire agreement between the Parties with respect to the subject matter hereof

and merges, integrates and supersedes all prior and contemporaneous agreements and understandings between the Parties, whether written or oral, relating to the same subject matter. There are no promises, representations, warranties, or other commitments relied upon by either Party that are not expressly set forth in this Agreement. Neither the course of dealings between the Parties nor trade practices shall act to modify, vary, supplement, explain, or amend this Agreement. The Agreement may only be amended or modified in a writing signed by an authorized representative of each Party.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the Parties have made through its duly authorized representative and executed this Agreement on the respective dates under each signature:

RXPROTECT, LLC

By: _____

Printed Name: _____

Title: _____

Date: _____

HANCOCK COUNTY GOVERNMENT

By: Bill Spalding

Printed Name: Bill Spalding

Title: Hancock Co Commissioner

Date: 10 Jun 23

EXHIBIT A
RX PROTECT SERVICES

RxProtect will provide the following services for the Client.

Service 1. Patient Advocacy Using Mail Order Logistics Program.

The Mail Order Logistics Program (“MOLP”) is a service that helps to establish a relationship between the Client’s employees and one or more pharmacies so that the total cost of the Brand Name medication prescribed for the Client’s employees is reduced. RxProtect has created a proprietary database and have established partnerships with fully licensed and certified wholesale pharmacies for those medications included on Exhibit B (as it may be modified from time to time). The database offers the ability to match a medication’s lowest cash paying price to the appropriate wholesale pharmacy. RxProtect will utilize its proprietary database to match Member medication to the lowest cash paying price accordingly. RxProtect will submit existing Member script and will facilitate the ordering process with the wholesale pharmacy. RxProtect will be in communication with Member to establish delivery date and method. RxProtect will invoice (as identified in the Agreement) Client twice monthly for the actual cost of the MOLP logistics services and once monthly or quarterly as the scripts are filled by our pharmacy partner for 33% of savings generated, which shall represent 33% of the difference in the cost of the specific medication paid by Client as provided to RxProtect in the Rx claims feed prior to RxProtect providing the analysis of potential savings to Client and the cost of the specific medication invoiced to Client through the MOLP logistics services.

EXHIBIT B

BRAND NAME MEDICATIONS FOR RXPROTECT SERVICES

Actemra
Adcirca
Advair 100 diskus
Advair 250 Diskus
Apidra Solostar
Apidra
Aptiom
Arnuity Ellipta
Asmanex Twisthaler
Avonex Pen
Avonex PS
Banzel
Basaglar KwikPen 80 Units
Benlysta
Benzaclin Topical Gel
Biktarvy
Breo Ellipta Inhaler
Bydureon
Cimzia
Combivent Respimat
Copaxone
Cosentyx AI sensor ready pen
Cosentyx Prefilled Syringe
Creon 10
Creon 25
Descovy
Dexilant
Dulera
Dupixent
Edarbyclor
Eliquis
Emcyt
Enbrel (Syringe)
Enbrel Sureclick
Entresto
Entyvio
Epclusa
Fasenra
Fiasp Flex Touch Prefilled Pen
Flovent HFA
Forteo

Farxiga
Genotropin Go Quick Syringe
Genvoya
Hadlima Prefilled Syringe
Humalog Cartridge 5x3mL
Humalog Junior KwikPen
Humalog KwikPen
Humatrope
Humira (Pen)
Humira (Syringe)
Humulin 30/70
Humulin N KwikPen
Humulin R Cartridge
Ibrance
Imbruvica
Inlyta
Intelence
Invokana
Jakavi
Janumet
Janumet XR
Januvia
Jardiance
Juluca
Lantus SoloSTAR
Levemir Flextouch
Linzess
Lupron Depot
Mekinist
Neupogen
Norditropin Nordiflex
Novolin Ge 30/70
Novolog 5x3ml
Novolog FlexTouch
Novolog Vial
Nplate
Nucala
Orencia
Otezla
Ozempic
Ozempic
Prezcobix
Pulmozyme
Rebif
Remicade

Rexulti
Rinvoq
Saxenda
Simponi (Single-Use Autoinjector)
Simponi (Single-Use Prefilled Syringe)
Skyrizi
Spiriva
Spiriva Respimat
Sprycel
Stelara
Sutent
Symbicort 100 Turbuhaler
Symbicort 200 Turbuhaler
Symtuza
Synarel
Tafinlar
Taltz Autoinjector
Tasigna
Tecfidera
Tivicay
Toujeo Solostar - 3
Toujeo Solostar - 5
Toujeo Solostar Double Star (Max)
Trajenta
Trelegy
Tremfya One-Press Syringe Prefill
Tresiba
Trintellix
Triumeq
Trulicity
Truvada
Tykerb
Vemlidy
Viberzi
Victoza
Vimpat
Votrient
Vraylar
Xarelto
Xeljanz
Xeljanz XR
Xifaxan
Xigduo
Xiidra

EXHIBIT C
BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT (this “Agreement”) is made for the purpose of delineating the terms and conditions under which RxProtect (“Business Associate”) and Client (“Covered Entity”) shall comply with obligations under HIPAA relating to the Services RxProtect provides to Client under the RxProtect Client Agreement (the “Client Agreement”).

1. Definitions.

(a) “Breach Notification Provisions” means the “Notification in the Case of Breach of Unsecured Protected Health Information” provisions under HIPAA as contained in 45 C.F.R. Part 164, subpart D.

(b) “Designated Record Set” will mean a group of records maintained by or for Client or Client’s employees that is (i) the medical records and billing records about individuals maintained by or for Client’s employees, (ii) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan on behalf of Client; or (iii) used, in whole or in part, by or for Client to make decisions about individuals.

(c) “HIPAA Rules” means the collective privacy, transaction and security regulations promulgated pursuant to the Health Insurance Portability and Accountability Act, as codified at 45 CFR Parts 160, 162 & 164.

(d) “Health Plan” or “Plan” will have the same meaning as the term “Health Plan” in 45 CFR 160.103.

(e) “Individual” will have the same meaning as the term “individual” in 45 CFR § 164.501 and will include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

(f) “Client Agreement” means the RxProtect Client Agreement to which this Business Associate Agreement is attached.

(g) “Protected Health Information” or “PHI” will have the same meaning as the term “protected health information” in 45 CFR § 164.501, limited to the information created or received by RX PROTECT from or on behalf of Client or Client’s employees.

(h) “Privacy Rule” will mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, as they exist now or as they may be amended.

(i) “Required By Law” will have the same meaning as the term “required by law” in 45 CFR § 164.501.

(j) “Secretary” will mean the Secretary of the Department of Health and Human Services or his designee.

(k) "Security Standards" will mean the Security Standards, 45 C.F.R. parts 160, 162 and 164, as they exist now or as they may be amended.

(l) "Transaction Standards" will mean the Standards for Electronic Transactions, 45 C.F.R. 160 and 162, as they exist now or as they may be amended. Terms used, but not otherwise defined, in this Addendum will have the same meaning as those terms in 45 CFR §§ 160.103 and 164.501.

2. General Use and Disclosure Provisions. RxProtect and the Client acknowledge and agree as follows:

(a) Except as otherwise limited in this Agreement, RxProtect may use and disclose PHI to properly provide, manage and administer the services required under the Client Agreement and consistent with applicable law to assist the Client in its operations, as long as such use or disclosure would not violate the HIPAA Rules if done by the Client.

(b) RxProtect will take reasonable efforts to limit requests for, use and disclosure of PHI to the minimum necessary to accomplish the intended request, use or disclosure.

(c) Except as otherwise limited in this Agreement: (i) RxProtect may use PHI for the proper management and administration of RxProtect's obligations as required under the Client Agreement or to carry out RxProtect's legal responsibilities. (ii) RxProtect may disclose PHI to third parties for the proper management and administration of RxProtect's obligations as required under the Client Agreement or to carry out the legal responsibilities of RxProtect, provided that the disclosures are Required by Law, or RxProtect obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies RxProtect of any instances of which it is aware in which the confidentiality of the information has been breached. (iii) RxProtect may use PHI to perform Data Aggregation services on behalf of the Client as permitted by 45 CFR 164.504(e)(2)(i)(B).

(d) RxProtect agrees to promptly notify the Client if RxProtect has knowledge that PHI has been used or disclosed by RxProtect in a manner that violates applicable law.

(e) RxProtect agrees to use appropriate safeguards, consistent with applicable law, to prevent use or disclosure of PHI in a manner that would violate this Agreement. RxProtect will provide the Client with such information concerning such safeguards as the Client may reasonably request from time to time.

(f) RxProtect agrees to mitigate, to the extent practicable, any harmful effect that is known to RxProtect of a use or disclosure of PHI by RxProtect in violation of this Agreement or the Client Agreement.

(g) RxProtect agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by RxProtect on behalf of the Client agrees to the same restrictions and conditions that apply through this Agreement to RxProtect with respect to such information.

(h) Within fifteen (15) business days of a request from the Client, RxProtect will provide access to the Client to PHI in a Designated Record Set in order to meet the requirements under 45 CFR 164.524. If RxProtect receives a request directly from an Individual, or if the Client requests that access be provided to the Individual, RxProtect will provide access to the Individual to PHI in a Designated Record Set within thirty (30) days in order to meet the requirements under 45 CFR 164.524.

(i) Within sixty (60) days of a request of the Client or subject Individual, RxProtect agrees to make any appropriate amendment(s) to PHI in a Designated Record Set that the Client directs or agrees to pursuant to 45 CFR 164.526.

(j) RxProtect agrees to document disclosures of PHI and information related to such disclosures as would be required for the Client to respond to a request by an Individual for an accounting of disclosures in accordance with 45 CFR §164.528.

(k) Within thirty (30) business days of a proper request by the Client, RxProtect agrees to document and make available to the Client, for a reasonable cost-based fee (under conditions permitted by HIPAA if an Individual requests an accounting more than once during a twelve month period), such disclosures of PHI and information related to such disclosures necessary to respond to such request for an accounting of disclosures of PHI, exclusive of those disclosures for payment, treatment or healthcare operations, in accordance with 45 CFR 164.528. Within sixty (60) days of proper request by subject Individual, RxProtect agrees to document and make available to the Individual the information described above. RxProtect will retain copies of any accountings for a period of six (6) years from the date the accounting was created.

(l) Within fifteen (15) business days of a request of the Client, RxProtect agrees to evaluate a request to restrict the use or disclosure of PHI on behalf of an Individual in accordance with 45 CFR 164.522.

(m) RxProtect agrees to make internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by RxProtect on behalf of, the Client available to the Client within ten (10) business days, or at the request of the Client or the Secretary of HHS (“Secretary”), to the Secretary in a time and manner directed by the Secretary, for purposes of the Secretary determining the Client’s compliance with the HIPAA Rules.

3. Client Obligations.

(a) Client will notify RxProtect of any limitation(s) in the notice of privacy practices of Client in accordance with 45 C.F.R. §164.520, to the extent that such limitation may affect RxProtects’ use or disclosure of PHI.

(b) Client will notify RxProtect of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect RxProtects’ use or disclosure of PHI.

(c) Client will notify RxProtect of any restriction to the use or disclosure of PHI that Client has agreed to in accordance with 45 C.F.R. §164.522, to the extent that such restriction may affect RxProtects’ use or disclosure of PHI.

(d) Client will not request that RxProtect use or disclose PHI in any manner that would exceed that which is minimally necessary under the HIPAA Rules or that would not be permitted by a Covered Entity.

4. Transactions Standards. To the extent applicable, RxProtect will comply with the applicable Transaction Standards for claims processing functions between RxProtect and provider pharmacies. The Parties each hereby agree that it will not change any definition, data condition or use of a data element or segment in a standard, add any data elements or segment to the maximum defined data set, use any code or data elements that are either marked “not used” in the standard’s implementation specification or are not in the implementation specification, or change the meaning or intent of the implementation specification.

5. Security Standards. To the extent that RxProtect creates, receives, maintains or transmits electronic PHI, RxProtect will:

(a) Implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic PHI that RxProtect creates, receives, maintains or transmits on behalf of the Client as required by the Security Standards;

(b) Ensure that any agent, including a subcontractor, to whom RxProtect provides Electronic PHI agrees to implement reasonable and appropriate safeguards to protect the PHI; and

(c) Report to Client any Security Incident involving Electronic PHI of which RxProtect becomes aware.

6. Breach; Termination.

(a) Without limiting the termination rights of the Parties pursuant to the Client Agreement, upon the Client’s knowledge of a material breach by RxProtect of this Agreement, the Client will notify RxProtect of such breach and RxProtect will have thirty (30) days to cure such breach. In the event RxProtect does not cure the breach, or cure is infeasible, the Client will have the right to immediately terminate this Agreement and the Client Agreement. If cure of the material breach is infeasible, Client will report the violation to the Secretary.

(b) To the extent feasible, upon termination of the Client Agreement for any reason, RxProtect will, and will cause any subcontractors and agents to, return or destroy and retain no copies of all PHI received from, or created or received by RxProtect on behalf of, the Client. If return or destruction of such information is not feasible, RxProtect will continue to limit the use or disclosure of such information as set forth in this Agreement as if the Client Agreement had not been terminated.

7. Miscellaneous.

(a) Amendment. The Parties acknowledge that the foregoing provisions are designed to comply with the mandates of the HIPAA Rules. Should the provisions of the HIPAA Rules change or be amended after the date of this Agreement, the Parties will engage in negotiations to amend the provisions of this Agreement to comply with such changes or amendments. If the Parties fail to agree on reasonable amendment to the provisions of this Agreement, either party may terminate this Agreement upon ninety (90) days written notice.

(b) Effect on Client Agreement. Except as relates to the use, security and disclosure of PHI and electronic transactions, this Agreement is not intended to change the terms and conditions of, or the rights and obligations of the Parties under, the Client Agreement.

(c) No Third-Party Beneficiaries. Nothing express or implied in the Client Agreement or in this Agreement is intended to confer, nor will 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.

(d) Interpretation. Any ambiguity in this Agreement will be resolved in favor of a meaning that permits the Client to comply with the HIPAA Rules.

IN WITNESS WHEREOF, each Party has caused its authorized representative to execute this Agreement as of the Effective Date of the Client Agreement between RxProtect and Client.

RxProtect, LLC	CLIENT
Signature:	Signature: <i>[Handwritten Signature]</i>
Name: (Print or Type Name of Signatory)	Name: <i>BILL SPALDING</i> (Print or Type Name of Signatory)
Title: (Print or Type Title)	Title: <i>ANNECAL CO COMMISSIONER FREE</i> (Print or Type Title)

Hancock County Board of Commissioners
Regularly Scheduled Meeting
May 16, 2023

Commissioner President Spalding called to order the May 16, 2023, Hancock County Commissioners Board meeting at 8:00 AM. Those present were Board of Commissioners, Bill Spalding, John Jessup, Gary McDaniel, Auditor Debra Carnes, Executive Liaison Administrator Chyan Gilaspy, and County Attorney Scott Benkie.

Highway Department

County Engineer Gary Pool presented a United Consulting Community Crossing Matching Grant bid assembly and SJCA supplemental agreement for signatures. Engineer Pool discussed the Highway CCD budget, Carrie Drive closure from 4 PM – 10 PM on May 26, New Pal Summerfest US 52 closure from June 23-25, need to surplus trucks E86 VIN 1463, E110 VIN 0835, and E78 VIN 6880, purchasing new trucks, county road closure map online, and reducing the MyCOI insurance limits for vendors doing less than \$100,000 of work for the County. Walker Hughes representative Brian Brees and attorney Scott Benkie discussed costs do not correlate risk, limits may change later, and we can potentially override limits for certain vendors.

Commissioner McDaniel motioned to approve the professional service agreement with United Consulting in the amount of \$32,000 for multi-bridge maintenance. Commissioner Jessup seconded. **Motion carried 3-0.**

Commissioner McDaniel motioned to approve the SJCA supplemental document no. 1 in the amount of \$244,410, as presented. Commissioner Jessup seconded. **Motion carried 3-0.**

Commissioner McDaniel motioned to declare surplus the following vehicles E86 last four VIN 1463, E110 VIN 0835, and E78 VIN 6880. Commissioner Jessup seconded. **Motion carried 3-0.**

Commissioner McDaniel motioned to accept the bids to purchase a heavy truck from Don Hines Ford for \$70644, mid-truck from Dellen Chevy for \$46,969.25, and light truck from Don Hines Ford for \$37,544. Commissioner Jessup seconded. **Motion carried 3-0.**

Easement Vacation Request

Midwest Mole representative Jason Faucett presented an easement vacation request for the Midwest Mole property at 6814 W 350 N in Greenfield to expand the business and vacate the plat. Discussion had.

Commissioner McDaniel motioned to approve the easement vacation request and to set the public hearing for June 20th, 2023, at 8:30 AM. Commissioner Jessup seconded. **Motion carried 3-0.**

Facilities Manager

Facilities Manager Cory Taylor presented HVAC and mechanical quotes for smoke dampers (\$7,950.42), mobile A/C units (\$5,504.29 and \$10,776.41), DOT welder exhaust fan for the Highway Department (\$5,486), and waterless suppression system (\$58,500) from PDF Mechanical for the IT technology room in the basement. The fire suppression system will be functional a year from install due to other needed room updates.

Commissioner McDaniel motioned to approve the quotes from PDF Mechanical for a mobile A/C unit (\$5,504.29), smoke dampers, and suppression system in an amount not to exceed \$71,954.71 to be paid from the 2022 GO Bond. These are three proposals for one project. Commissioner Jessup seconded. **Motion carried 3-0.**

Commissioner McDaniel motioned to approve the quote from PDF Mechanical for the DOT exhaust fan in the amount of \$5,486 to be paid from the 2022 GO Bond. Commissioner Jessup seconded. **Motion carried 3-0.**

Pennsy Trail Art Fair

Kim Hall requested to use the Annex parking lot and Courthouse Plaza for the annual Pennsy Trail Art Festival on July 28th and 29th, 2023.

Commissioner McDaniel motioned to approve the request from Pennsy Trail Art Fair and Music Festival to use the Courthouse Plaza and Annex parking lot from 4:00 PM July 28th to July 29th, 2023. Commissioner Jessup seconded. **Motion carried 3-0.**

IT

Director Bernie Harris presented Ricoh contracts for the Clerk's Office and discussed getting a copier quote for CASA, fixing reception issues in the Courthouse to be able to use a panic button phone app, increasing software budget for next year, and setting up monitors in the Commissioner Courtroom.

Commissioner McDaniel motioned to approve the Ricoh contracts for equipment removal, buyout authorization, and equipment billing as presented. Commissioner Jessup seconded. **Motion carried 3-0.**

E911

Director John Jokantas presented a 36 month MacAllister CAT contract for generator maintenance for \$5,630, Nelson Alarm quote for \$16,132 to replace panic buttons and door access in the Courthouse, and putting exercise equipment in the 911 Center. Discussion had regarding insurance rates, liability concerns, scheduling, and having further discussions.

Commissioner Jessup motioned to approve the MacAllister CAT generator maintenance contract in the amount of \$5,630 for years 2023-2025, to be paid from 911 building maintenance fund. Commissioner McDaniel seconded. **Motion carried 3-0.**

Commissioner Jessup motioned to approve the equipment sales agreement for Nelson Alarm in the amount of \$16,132 to be paid from the 2022A GO Bond for Courthouse panic button and door updates. Commissioner McDaniel seconded. **Motion carried 3-0.**

Insurance Committee

Benefits/Payroll Administrators Kelly Ellert and Hollie Kinker provided updates for the Insurance Committee including hearing insurance proposals in July, Wellness Center membership options: subsidized or corporate, and RX Protect contract for international pharmacy coverages. The RX Protect contract will be resubmitted for updates. Discussion had.

Drug Court

Commissioner Jessup motioned to approve the out of state travel request for Erin Davis, Beth Ingle, and Gary O'Neal to attend the annual Drug Court Conference in Houston, Texas from

6/25/2023-6/29/2023, to be paid from Drug Court's budget. Commissioner McDaniel seconded. **Motion carried 3-0.**

Assessor's Office

Assessor Cindy Roberts requested bidding out cyclical reassessment of real property for property tax purposes and discussed the reason property taxes have raised this year. For more information, please go to HancockIN.gov and follow the link for the 2023 Property Tax Assessment Study put on by the Association of Indiana Counties.

Commissioner McDaniel motioned to allow the Assessor to put out an RFP for cyclical reassessment of real property for property tax purposes. Commissioner Jessup seconded. **Motion carried 3-0.**

Community Corrections

Director Wade Kennedy discussed two vehicle leases are up and trading them in for two new vehicles, the vehicles are paid out of project income.

Review 2024 Budget Requests

The 2024 budgets are under review for 2024 and Commissioners will contact any departments if questions arise.

Public Comment

Remonstrator Ronald Short discussed concerns with the rise in property taxes, hiring a firm to do assessments, and Senate Bill 325. Remonstrator George Langston discussed concerns with the rise of property taxes, federal bank issues, and requested the Commissioners do something to help. Discussion had. Commissioners have committed to keep talking with the AIC to assist with the rise in taxes.

Commissioner Business

The May 1, 2023, Board of Commissioners meeting was cancelled.

Commissioner Jessup motioned to approve claims and payroll as presented. Commissioner McDaniel seconded. **Motion carried 3-0.**

Commissioner Jessup motioned to approve minutes for 4/4/2023 and 4/18/2023 as presented. Commissioner WHO seconded. **Motion carried 3-0.**

Commissioner Jessup motioned to ratify the Board President signatures on the May 1st facilities estimates, insurance amendment, and May 1st claims and payroll. Commissioner McDaniel seconded. **Motion carried 3-0.**

Commissioner McDaniel motioned to reappoint the Board of Commissioners appointment to the McCordsville EDC Board, after checking the name of the appointee. Commissioner Jessup seconded. Discussion had. Commissioners McDaniel and Jessup withdrew their motion and second.

Commissioner McDaniel motioned to appoint former Judge Richard Culver to the Hancock County Innovation and Education Center Board. Commissioner Jessup seconded. **Motion carried 3-0.**

Commissioner Jessup motioned to enter into a professional service agreement with Jacobi, Toombs, and Lanz for the creation of the Hancock County Fire Code Ordinance, as presented. Commissioner McDaniel seconded. **Motion carried 3-0.**

Commissioner McDaniel motioned to approve the extra flooring and installation in the Purdue Extension Office by ICS not to exceed \$3966, to be paid from the 2022 GO Bond. Commissioner President Spalding seconded. **Motion carried 2-0.** Commissioner Jessup abstained.

Commissioner McDaniel motioned to allow Facilities Manager Cory Taylor to set up store accounts for Ace Hardware and Tractor Supply with a \$1,000 limit. Commissioner Jessup seconded. **Motion carried 3-0.**

A former County Farm lease holder believed he was owed \$4,935 for a 20% down-payment from a previous lease due to contract language. Attorney Scott Benkie discussed creating a release of liability for the individual to sign. Discussion had. Commissioner McDaniel motioned to reimburse Lloyd Arthur \$4,935 from the County Farm line item, and to transfer funds from an appropriate line if there was not enough money in the account, and to include a release of liability. Commissioner Jessup seconded. **Motion carried 3-0.**

Commissioner Jessup motioned to approve the agreement and release for a PERF issue. Commissioner McDaniel seconded. **Motion carried 3-0.**

Commissioner McDaniel motioned to adjourn until the next regularly scheduled meeting. Commissioner Jessup seconded. **Motion carried 3-0.**

The Hancock County Board of Commissioners meeting adjourned at 11:20 AM

Commissioner Bill Spalding, President

Commissioner Gary McDaniel, Vice-President

Commissioner John Jessup

Attest: _____
Debra Carnes, Hancock County Auditor

Hancock County Board of Commissioners
Regularly Scheduled Meeting
6/6/2023

Commissioner President Spalding called to order the 6/6/2023, Hancock County Commissioners Board meeting at 8:15 AM. Those present were Board of Commissioners, Bill Spalding, John Jessup, Gary McDaniel, Auditor Debra Carnes, Executive Liaison Administrator Chyan Gilaspy, and County Attorney Scott Benkie.

Right of Way

Mike Gibson presented request to accept ROW Wilhelm Minor, Rogers minor, Hudson Minor, Manship Estates.

Commissioner Jessup motioned to accept 40' 1/2' ROW on 400 E and 35' 1/2 ROW on 500N for Larry Hudson minor subdivision. Commissioner McDaniel seconded. **Motion carried 3-0.**

Commissioner Jessup motioned to accept the 35' dedicated 1/2 ROW for the 400S Lindsey Rogers minor subdivision as presented. Commissioner McDaniel seconded. **Motion carried 3-0.**

Commissioner Jessup motioned to accept the 105' dedicated ROW for the 600W replat Fitzwater subdivision as presented. Commissioner McDaniel seconded. **Motion carried 3-0.**

Commissioner Jessup motioned to accept the 50' dedicated 1/2 ROW for the 900N Manship Estates subdivision as presented. Commissioner McDaniel seconded. **Motion carried 3-0.**

Highway Department

Ann Scheidler was present in Gary Pool's absence. She advised they are pursuing a consultant for Title IV and ADA documentation. They are looking for a fee proposal from USI this week. Pennsy Trail between 500-600W should be paved by June 20th. Stop signs are being explored for 500 N and 300 N due to the 400W detour. RFI out for 2 roundabouts on 700W as well as bridges 24 and 48. A segment of 600W is included also. Gary is still working on a towing waiver to be presented to the commissioners. CIRTA invoice for 2024 will be received soon. Any questions should be directed to Gary Pool. Interstate Justification Study is on schedule and they expect it to be given to agencies in this fall for a Spring decision. Ann will be handling INDOT/Feds this week. Randy will hand internal construction. Road striping begins on June 19th.

Recorder

Recorder Marcia Moore presented a contract for refurbishing recorder books in basement. HF group submitted the only bid for the project. The other company who used to do this type of work, Boyce, no longer does. Commissioner Jessup asked about the Council weighing in on this project, Recorder Moore advised no.

Commissioner Jessup made a motion to send 50 books to HF Group for contract not to exceed \$179,175.75 paid from the Recorder perpetuation fund. Commissioner McDaniel seconded. **Motion carried 3-0.**

Amateur Radio Week Proclamation

Commissioner Spalding on June 6th, 2023, read proclamation that declares June 19th-June 25th, 2023, as Amateur Radio Week. In recognition of the important emergency preparedness exercise, we call upon all citizen to pay appropriate tribute to the Amateur Radio Operators of Hancock County.

Facilities Manager

Cory Taylor advised the courthouse elevator is not in compliance. He is asking permission to terminate the contract. Cory does have quotes for new contractor to do the work. The current company is a year and two months late in doing the 5 year inspection. Attorney Scott Benkie will contact the current company.

Probation

Josh Sipes presented MOU for toxicology services with Avertest, LLC.

Commissioner Jessup made motion to enter into MOU with Avertest, LLC DBA Averhealth for all drug testing within Hancock County Criminal Justice System. Commissioner McDaniel seconded. **Motion carried. 3-0.**

Judge Davis proposed transferring Kevin Minnick to Behavior Health Court Coordinator into his court. No additional funds will be needed. Josh Sipes will have an open position in probation.

Commissioner Jessup made a motion to create Behavior Health Court Coordinator and allow Judge Davis to use his existing funds from another line item with approval of council. Also keep Josh Sipes's open position in probation department. **Motion carried 3-0.**

911 Center

John Jokantas gave update on construction of his new office in basement.

Commissioner Jessup made a motion to allow John Jokantas to replace the employee that will be leaving in August. Commissioner McDaniel seconded. **Motion carried 3-0.**

Commissioner Jessup made the motion to accept the request for a new employee to start in 2023 instead of 2024. **Motion carried 3-0.**

Director Jokantas discussed budgets and budget increases. Commissioner Jessup made a motion to recommend to county council that they approve the 1222 and 1235 fund budget with the increases in shift differential. **Motion 3-0.**

*Commissioner President Spalding recessed the Board of Commissioners meeting at 10:02AM
Commissioner President Spalding reconvened the Board of Commissioners meeting at 10:16AM*

Assessor

Assessor Cindy Roberts discussed getting bids from company to complete cyclical assessment on commercial property.

Commissioner Jessup made a motion to allow Assessor Roberts to move forward with bids for cyclical assessment on commercial property. Commissioner McDaniel seconded. **Motion carried 3-0.** BOC requests a 1 million dollar blanket policy and the same for workman's comp.

Driveway Variance Request

Zachary Hart requests a driveway permit at 8549 N 300W Fortville, IN. He is requesting variance for a new driveway with turn around to pole barn.

Commissioner Jessup made a motion to approve the driveway variance application at the property location as presented. **Motion carried 3-0.**

Certificates of Insurance

Brian Brees discussed lowering limits from 5 million to 1 million. This is due to several vendors advising that they are unable to afford that coverage. 2 million umbrellas will be required for master division.

Commissioner Jessup made a motion to amend the master set of insurance requirements. General liability 1 million per occurrence and 2 million aggregate and 2 million dollar umbrella policy. Commissioner McDaniel seconded. **Motion carried 3-0.**

Commissioner Business

Commissioner Jessup motioned to approve claims and payroll. Commissioner McDaniel seconded. **Motion carried 3-0.**

Commissioner McDaniel motioned to approve minutes for 5/16/23 & 5/23/2023 Executive session. Commissioner Jessup seconded. **Motion carried 3-0.**

Auditor business- Auditor Debra Carnes discussed ARPA and the Hope House agreement. They are asking for a 90 day extension as they are having trouble finding an employee. Commissioners agree to this 90 day extension.

Commissioner Jessup motioned to approve RFP process for historical building located at 233 E Main St. Striking the language that says they need to maintain the historical integrity of the building. Commissioner McDaniel seconded. **Motion carried 3-0.**

Commissioners discussed the RX Protect, LLC client agreement. Commissioner Jessup made a motion to approve the agreement with RX Protect, LLC as presented. Commissioner McDaniel seconded. **Motion carried 3-0.**

Commissioner Jessup made a motion to ratify action taken by Board President to approve a temporary part time deputy prosecutor as requested by the prosecutor. **Motion carried 3-0.**

Commissioner Jessup made a motion to engage Robert W. Baird & Co. Inc to be the managing underwriter for any capital project bonds in the RDC specifically the education and innovation center as presented. **Motion carried 3-0.**

Natalie O'Hare spoke to board about their business Skillman Corp. She indicated they are interested in becoming the construction manager for the Amplify Project. Commissioner Spalding advised they are interested in what they have to offer and that he is familiar with work in the area. The BOC will be sure to include them in the bid process.

Commissioner Gary McDaniel motioned to adjourn until the next regularly scheduled meeting.
Commissioner John Jessup seconded. **Motion carried 3-0.**

The Hancock County Board of Commissioners meeting adjourned at 11:10.

Commissioner Bill Spalding, President

Commissioner Gary McDaniel, Vice-President

Commissioner John Jessup

Attest: _____
Debra Carnes, Hancock County Auditor



Free Brand Name Medications for Hancock County Government Members

As a self-insured employer, Hancock County Government is on the hook for paying our own medical and pharmacy claims. Prescription drug spending has continued to increase.

Hancock County Government has partnered with **RxProtect** to lower your pharmacy costs. This is a voluntary program; however, we strongly encourage you to enroll into the program if taking one or more of the eligible medications. ***You can save money and get your prescriptions for free (no copays or coinsurance) by using RxProtect!!***

The medications listed below are eligible for this program.

COMBIVENT	FARXIGA	OZEMPIC
DUPIXENT	HUMALOG	TALTZ
EDARBYCLOR	HUMIRA	TRELEGY
EDURANT	JARDIANCE	TRULICITY (1.5mg and 0.75mg only)
ELIQUIS	LANTUS	VICTOZA
ENBREL	LEVEMIR	XIFIXAN

To enroll in the **RxProtect** program visit www.rx-protect.com/hancockcounty to learn more or click [HERE](#).

Upon enrollment:

- Your monthly co-pays and payments toward your deductible are eliminated
 - The medication will be delivered to your doorstep or shipping address of your choice
 - You will have direct access to a pharmacist as needed
- You will need to have a current prescription. Simply call your prescribing physician and ask for the script to be faxed to (917) 909-5923, Attn: RxProtect, 9520 Ormsby Station Rd, Louisville Kentucky 40223

Please allow 2-3 weeks to receive the first fulfillment of your medication. Refills will be provided with no delay in shipping.

Contact RxProtect with all questions:
Email your dedicated nurse: nola.hughes@rx-protect.com
Phone: 1-833-279-7877





Free Brand Name Medications for Hancock County Government Members

Exciting News for Covered Employees and Dependents

Please take a minute to read this important Memo.

As a self-insured employer, Hancock County Government is on the hook for paying our own medical and pharmacy claims. Prescription drug spend has increased significantly over the last year.

As a part of our 2023 cost containment plan, Hancock County Government has partnered with **RxProtect** to lower your pharmacy costs. This is a voluntary program; however, we strongly encourage you to enroll into the program if taking one or more of the eligible medications. **You can save money and get your prescriptions for free (no copays or coinsurance) by using RxProtect.**

The medications listed below are eligible for this program.

COMBIVENT	FARXIGA	OZEMPIC
DUPIXENT	HUMALOG	TALTZ
EDARBYCLOR	HUMIRA	TRELEGY
EDURANT	JARDIANCE	TRULICITY (1.5mg and 0.75mg only)
ELIQUIS	LANTUS	VICTOZA
ENBREL	LEVEMIR	XIFIXAN

To enroll in the **RxProtect** program visit www.rx-protect.com/hancockcounty to learn more or click [HERE](#).

Upon enrollment:

- Your monthly co-pays and payments toward your deductible are eliminated
 - The medication will be delivered to your doorstep or shipping address of your choice
 - You will have direct access to a pharmacist as needed
- You will need to have a current prescription, simply call your prescribing physician and ask for the script to be faxed to (917) 909-5923, Attn: RxProtect, 9520 Ormsby Station Rd, Louisville Kentucky 40223

Please allow 2-3 weeks to receive the first fulfillment of your medication. Refills will be provided with no delay in shipping.

Contact RxProtect with all questions:
Email your dedicated nurse: nola.hughes@rx-protect.com
Phone: 1-833-279-7877





RxProtect
9520 Ormsby Station Rd
Suite 20
Louisville, Kentucky 40223

Bill To
Hancock County

Invoice

Invoice #: 4468

Balance Due
\$ 6,560.00

Invoice Date: 5/17/24
Due Date: 5/21/24
Status: Outstanding

Item & Description	Strength	Day Supply	Qty Shipped	Amount
Ozempic (Semaglutide) Pre-Filled Pen 1mg - 4mg 1mg		84	3	\$ 1,405.00
Ozempic (Semaglutide) Pre-Filled Pen 1mg - 4mg 1mg		28	1	\$ 480.00
Humira (Adalimumab) Auto-Injector 40mg/0.8m 40mg/0.8ml		56	2	\$ 4,675.00

Total \$ 6,560.00

Notes:

Invoice reflects pass through cost of medications delivered through the RxProtect Program from May 1-15, 2024



RxProtect
9520 Ormsby Station Rd
Suite 20
Louisville, Kentucky 40223

Bill To
Hancock County

Invoice

Invoice #: 4535

Balance Due
\$ 3,710.00

Invoice Date: 6/4/24
Due Date: 6/7/24
Status: Outstanding

Item & Description	Strength	Day Supply	Qty Shipped	Amount
Ozempic (Semaglutide) Pre-Filled Pen 1mg - 4mg 1mg	1mg	84	3	\$ 1,405.00
Trulicity (Dulaglutide) Pen 0.75mg/0.5ml - 4 ea	0.75mg/0.5ml	84	3	\$ 1,475.00
OZEMPIC (1 MG/DOSE) 4MG/3ML SOPN	4MG/3ML	30	1	\$ 830.00

Total \$ 3,710.00

Notes:

Invoice reflects pass through cost of medications delivered through the RxProtect Program from May 16-31, 2024



RxProtect
 9520 Ormsby Station Rd
 Suite 20
 Louisville, Kentucky 40223

Bill To
 Hancock County

Invoice

Invoice #: 4619

Balance Due
\$ 1,235.84

Invoice Date: 6/6/24
 Due Date: 6/10/24
 Status: Outstanding

Item & Description	Strength	Day Supply	Qty. Shipped	Dispensed	Wholesale Cost	Cost to Plan	Program Fee
Ozempic (Semaglutide) Pre-Filled Pen 1mg - 1mg		84	3	9	\$ 1,405.00	\$ 2,593.95	\$ 237.79
Ozempic (Semaglutide) Pre-Filled Pen 1mg - 1mg		28	1	3	\$ 480.00	\$ 864.65	\$ 76.93
Humira (Adalimumab) Auto-Injector 40mg/140mg/0.8ml		56	2	4	\$ 4,675.00	\$ 7,000.00	\$ 465.00
Ozempic (Semaglutide) Pre-Filled Pen 1mg - 1mg		84	3	9	\$ 1,405.00	\$ 2,593.95	\$ 237.79
Trulicity (Dulaglutide) Pen 0.75mg/0.5ml - 40.75mg/0.5ml		84	3	6	\$ 1,475.00	\$ 2,532.00	\$ 211.40
OZEMPIC (1 MG/DOSE) 4MG/3ML SOPN	4MG/3ML	30	1	3	\$ 830.00	\$ 864.65	\$ 6.93

Total \$ 1,235.84

Notes:

Invoice reflects RxProtect Program Fees for May 2024.



RxProtect
9520 Ormsby Station Rd
Suite 20
Louisville, Kentucky 40223

Bill To
Hancock County

Invoice

Invoice #: 3118

Balance Due

\$ 634.96

Invoice Date: 11/17/23

Due Date: 11/20/23

Status: Outstanding

Item & Description	Strength	Day Supply	Qty Shipped	Amount
Humalog (Insulin Lispro) Kwikpen 100iu/ml - 5x3 100iu/ml		111	4	\$ 634.96
Total				\$ 634.96

Notes:

Invoice reflects pass through cost of medications delivered through the RxProtect Program from November 1-15th, 2023



RxProtect
9520 Ormsby Station Rd
Suite 20
Louisville, Kentucky 40223

Bill To
Hancock County

Invoice

Invoice #: 3168

Balance Due

\$ 2,615.75

Invoice Date: 12/2/23

Due Date: 12/7/23

Status: Outstanding

Item & Description	Strength	Day Supply	Qty Shipped	Amount
Humalog vial	100U/mL	90	12	\$ 2,164.64
Ozempic 0.5mg	1.34mg/mL	28	1	\$ 451.11
Total				\$ 2,615.75

Notes:

Invoice reflects pass through cost of medications delivered through the RxProtect Program from November 16-30th, 2023



RxProtect
 9520 Ormsby Station Rd
 Suite 20
 Louisville, Kentucky 40223

Bill To
 Hancock County

Invoice

Invoice #: 3218

Balance Due
\$ 550.63

Invoice Date: 12/5/23
 Due Date: 12/8/23
 Status: Outstanding

Item & Description	Strength	Day Supply	Qty. Shipped	Dispensed	Wholesale Cost	Cost to Plan	Program Fee
Humalog (Insulin Lispro) Kwikpen 100iu/ml	100iu/ml	111	4	60	\$ 634.96	\$ 1,992.00	\$ 271.41
Humalog vial	100U/mL	90	12	120	\$ 2,164.64	\$ 3,147.20	\$ 196.51
Ozempic 0.5mg	1.34mg/mL	28	1	1.5	\$ 451.11	\$ 864.65	\$ 82.71
Total						\$	550.63

Notes:

Invoice reflects RxProtect Program Fees for November 2023.



RxProtect
9520 Ormsby Station Rd
Suite 20
Louisville, Kentucky 40223

Bill To
Hancock County

Invoice

Invoice #: 2066

Balance Due

\$ 424.99

Invoice Date: 10/17/23

Due Date: 10/20/23

Status: Outstanding

Item & Description	Strength	Day Supply	Qty Shipped	Amount
Ozempic (Semaglutide) Pre-Filled Pen 0.25mg/0. 0.25mg/0.5mg		28	1	\$ 424.99
Total				\$ 424.99

Notes:

Invoice reflects pass through cost of medications delivered through the RxProtect Program from October 1-15th, 2023



RxProtect
9520 Ormsby Station Rd
Suite 20
Louisville, Kentucky 40223

Bill To
Hancock County

Invoice

Invoice #: 3015

Balance Due

\$ 3,426.68

Invoice Date: 11/2/23

Due Date: 11/5/23

Status: Outstanding

Item & Description	Strength	Day Supply	Qty Shipped	Amount
Humalog KwikPen	100U/mL	90	4	\$ 732.76
Lantus SoloSTAR	100iu/ml	90	3	\$ 748.99
Rybelsus (Semaglutide) 14mg - Manitoba - 30 tal 14mg		90	3	\$ 1,134.97
Farxiga/Forxiga (Dapagliflozin) 10mg - 30 tab	10mg	90	3	\$ 384.97
Ozempic (Semaglutide) Pre-Filled Pen 0.25mg/0. 0.25mg/0.5mg		28	1	\$ 424.99

Total \$ 3,426.68

Notes:

Invoice reflects pass through cost of medications delivered through the RxProtect Program from October 16-31st, 2023



RxProtect
 9520 Ormsby Station Rd
 Suite 20
 Louisville, Kentucky 40223

Bill To
 Hancock County

Invoice

Invoice #: 3070

Balance Due
\$ 1,113.05

Invoice Date: 11/6/23
 Due Date: 11/9/23
 Status: Outstanding

Item & Description	Strength	Day Supply	Qty. Shipped	Dispensed	Wholesale Cost	Cost to Plan	Program Fee
Ozempic (Semaglutide) Pre-Filled Pen 0.25n0.25mg/0.5r		28	1	1.5	\$ 424.99	\$ 864.65	\$ 87.93
Humalog KwikPen	100U/mL	90	4	60	\$ 732.76	\$ 1,992.00	\$ 251.85
Lantus SoloSTAR	100iu/ml	90	3	45	\$ 748.99	\$ 1,206.93	\$ 91.59
Rybelsus (Semaglutide) 14mg - Manitoba - 3 14mg		90	3	90	\$ 1,134.97	\$ 2,902.05	\$ 353.42
Farxiga/Forxiga (Dapagliflozin) 10mg - 30 ta 10mg		90	3	90	\$ 384.97	\$ 1,586.64	\$ 240.33
Ozempic (Semaglutide) Pre-Filled Pen 0.25n0.25mg/0.5r		28	1	1.5	\$ 424.99	\$ 864.65	\$ 87.93

Total \$ 1,113.05

Notes:

Invoice reflects RxProtect Program Fees for October 2023.



RxProtect
9520 Ormsby Station Rd
Suite 20
Louisville, Kentucky 40223

Bill To
Hancock County

Invoice

Invoice #: 1975

Balance Due

\$ 4,682.94

Invoice Date: 10/2/23

Due Date: 10/5/23

Status: Outstanding

Item & Description	Strength	Day Supply	Qty Shipped	Amount
Humalog vial	100U/mL	90	12	\$ 2,164.64
Ozempic 0.5mg	1.34mg/mL	84	3	\$ 1,243.33
Ozempic (Semaglutide) Pre-Filled Pen 0.25mg/0. 0.25mg/0.5mg		28	1	\$ 424.99
Ozempic (Semaglutide) Pre-Filled Pen 0.25mg/0. 0.25mg/0.5mg		42	1	\$ 424.99
Ozempic (Semaglutide) Pre-Filled Pen 0.25mg/0. 0.25mg/0.5mg		28	1	\$ 424.99

Total \$ 4,682.94

Notes:

Invoice reflects pass through cost of medications delivered through the RxProtect Program from September 16-30th, 2023



RxProtect
 9520 Ormsby Station Rd
 Suite 20
 Louisville, Kentucky 40223

Bill To
 Hancock County

Invoice

Invoice #: 2018

Balance Due
\$ 730.43

Invoice Date: 10/5/23
 Due Date: 10/9/23
 Status: Outstanding

Item & Description	Strength	Day Supply	Qty. Shipped	Dispensed	Wholesale Cost	Cost to Plan	Program Fee
Humalog vial	100U/mL	90	12	120	\$ 2,164.64	\$ 3,147.20	\$ 196.51
Ozempic 0.5mg	1.34mg/mL	84	3	4.5	\$ 1,243.33	\$ 2,593.95	\$ 270.12
Ozempic (Semaglutide) Pre-Filled Pen 0.25n0.25mg/0.5r		28	1	1.5	\$ 424.99	\$ 864.65	\$ 87.93
Ozempic (Semaglutide) Pre-Filled Pen 0.25n0.25mg/0.5rr		42	1	1.5	\$ 424.99	\$ 864.65	\$ 87.93
Ozempic (Semaglutide) Pre-Filled Pen 0.25n0.25mg/0.5rr		28	1	1.5	\$ 424.99	\$ 864.65	\$ 87.93
Total							\$ 730.43

Notes:

Invoice reflects RxProtect Program Fees for September 2023.



RxProtect
9520 Ormsby Station Rd
Suite 20
Louisville, Kentucky 40223

Bill To
Hancock County

Invoice

Invoice #: 1768

Balance Due

\$ 902.22

Invoice Date: 8/17/23

Due Date: 8/21/23

Status: Outstanding

Item & Description	Strength	Day Supply	Qty Shipped	Amount
Ozempic 0.5mg	1.34mg/mL	28	1	\$ 451.11
Ozempic 1mg	1.34mg/mL	28	1	\$ 451.11
Total				\$ 902.22

Notes:

Invoice reflects pass through cost of medications delivered through the RxProtect Program from Aug 1-15th, 2023



RxProtect
9520 Ormsby Station Rd
Suite 20
Louisville, Kentucky 40223

Bill To
Hancock County

Invoice

Invoice #: 1818

Balance Due

\$ 5,208.38

Invoice Date: 9/2/23

Due Date: 9/7/23

Status: Outstanding

Item & Description	Strength	Day Supply	Qty Shipped	Amount
Humalog KwikPen	100U/mL	90	4	\$ 732.76
Lantus SoloSTAR	100iu/ml	90	3	\$ 748.99
Ozempic 1mg	1.34mg/mL	84	6	\$ 2,486.66
Ozempic (Semaglutide) Pre-Filled Pen 1mg - 4mg 1mg		84	3	\$ 1,239.97

Total \$ 5,208.38

Notes:

Invoice reflects pass through cost of medications delivered through the RxProtect Program from Aug 16-31st, 2023



RxProtect
 9520 Ormsby Station Rd
 Suite 20
 Louisville, Kentucky 40223

Bill To
 Hancock County

Invoice

Invoice #: 1870

Balance Due
\$ 1,319.90

Invoice Date: 9/5/23
 Due Date: 9/8/23
 Status: Outstanding

Item & Description	Strength	Day Supply	Qty. Shipped	Dispensed	Wholesale Cost	Cost to Plan	Program Fee
Ozempic 0.5mg	1.34mg/mL	28	1	1.5	\$ 451.11	\$ 864.65	\$ 82.71
Ozempic 1mg	1.34mg/mL	28	1	3	\$ 451.11	\$ 864.65	\$ 82.71
Humalog KwikPen	100U/mL	90	4	60	\$ 732.76	\$ 1,992.00	\$ 251.85
Lantus SoloSTAR	100iu/ml	90	3	45	\$ 748.99	\$ 1,206.93	\$ 91.59
Ozempic 1mg	1.34mg/mL	84	6	18	\$ 2,486.66	\$ 5,187.90	\$ 540.25
Ozempic Pre-Filled Pen 1mg - 4mg/3mL - 1 x 1mg		84	3	9	\$ 1,239.97	\$ 2,593.95	\$ 270.80

Total \$ 1,319.90

Notes:

Invoice reflects RxProtect Program Fees for August 2023.



RxProtect
9520 Ormsby Station Rd
Suite 20
Louisville, Kentucky 40223

Bill To
Hancock County

Invoice

Invoice #: 3282

Balance Due

\$ 13,334.18

Invoice Date: 12/18/23
Due Date: 12/21/23
Status: Outstanding

Item & Description	Strength	Day Supply	Qty Shipped	Amount
Xifaxan/Zaxine (Rifaximin) 550mg - 60 tab	550mg	90	3	\$ 1,739.23
Ozempic (Semaglutide) Pre-Filled Pen 8mg/3mL	8mg/3mL	28	1	\$ 845.00
Dupixent (Dupilumab) Pre-Filled Pen 300mg/2ml	300mg/2ml	84	3	\$ 6,274.97
Humira (Adalimumab) Auto-Injector 40mg/0.8m	40mg/0.8ml	56	2	\$ 4,474.98

Total \$ 13,334.18

Notes:

Invoice reflects pass through cost of medications delivered through the RxProtect Program from December 1-15th, 2023



RxProtect
 9520 Ormsby Station Rd
 Suite 20
 Louisville, Kentucky 40223

Bill To
 Hancock County

Invoice

Invoice #: 3381

Balance Due
\$ 2,348.29

Invoice Date: 1/5/24
 Due Date: 1/8/24
 Status: Outstanding

Item & Description	Strength	Day Supply	Qty. Shipped	Dispensed	Wholesale Cost	Cost to Plan	Program Fee
Xifaxan/Zaxine (Rifaximin) 550mg - 60 tab	550mg	90	3	180	\$ 1,739.23	\$ 9,567.00	\$ 1,565.55
Ozempic (Semaglutide) Pre-Filled Pen 8mg/ 8mg/3mL		28	1	3	\$ 845.00	\$ 864.65	\$ 3.93
Dupixent (Dupilumab) Pre-Filled Pen 300mg 300mg/2ml		84	3	12	\$ 6,274.97	\$ 7,644.00	\$ 273.81
Humira (Adalimumab) Auto-Injector 40mg/l 40mg/0.8ml		56	2	4	\$ 4,474.98	\$ 7,000.00	\$ 505.00

Total \$ 2,348.29

Notes:

Invoice reflects RxProtect Program Fees for December 2023.



RxProtect
 9520 Ormsby Station Rd
 Suite 20
 Louisville, Kentucky 40223

Bill To
 Hancock County

Invoice

Invoice #: 3722

Balance Due
\$ 9,624.45

Invoice Date: 3/4/24
 Due Date: 3/7/24
 Status: Outstanding

Item & Description	Strength	Day Supply	Qty Shipped	Amount
Trintellix 20mg-28	20mg	84	3	\$ 474.45
Ozempic (Semaglutide) Pre-Filled Pen 8mg/3mL	8mg/3mL	28	1	\$ 845.00
Humira (Adalimumab) Auto-Injector 40mg/0.8m	40mg/0.8ml	56	2	\$ 4,650.00
Ozempic (Semaglutide) Pre-Filled Pen 8mg/3mL	8mg/3mL	28	1	\$ 845.00
Ozempic (Semaglutide) Pre-Filled Pen 1mg - 4mg	1mg	84	3	\$ 1,405.00
Ozempic (Semaglutide) Pre-Filled Pen 0.25mg/0.5mg	0.25mg/0.5mg	84	3	\$ 1,405.00

Total \$ 9,624.45

Notes:

Invoice reflects pass through cost of medications delivered through the RxProtect Program from February 16-29, 2024



RxProtect
 9520 Ormsby Station Rd
 Suite 20
 Louisville, Kentucky 40223

Bill To
 Hancock County

Invoice

Invoice #: 3837

Balance Due
\$ 3,225.04

Invoice Date: 3/5/24
 Due Date: 3/8/24
 Status: Outstanding

Item & Description	Strength	Day Supply	Qty. Shipped	Dispensed	Wholesale Cost	Cost to Plan	Program Fee
Humalog vial	100U/mL	90	5	50	\$ 911.10	\$ 1,057.56	\$ 29.29
Humalog vial	100U/mL	90	12	120	\$ 2,164.64	\$ 3,147.20	\$ 196.51
Jardiance 25mg - 90	25mg	90	1	90	\$ 449.63	\$ 828.55	\$ 75.78
Kerendia 10mg	10	90	1	90	\$ 1,128.51	\$ 1,739.71	\$ 122.24
Kerendia 10mg	10	90	1	90	\$ 1,128.51	\$ 1,739.71	\$ 122.24
Trulicity 1.5mg	1.5mg/0.5ml	84	9	18	\$ 4,649.94	\$ 8,613.00	\$ 792.61
Humalog (Insulin Lispro) Kwikpen 100iu/ml	100iu/ml	75	3	45	\$ 544.97	\$ 1,586.34	\$ 208.27
Ozempic (Semaglutide) Pre-Filled Pen 8mg/ 8mg/3mL		28	1	3	\$ 845.00	\$ 864.65	\$ 3.93
Ozempic (Semaglutide) Pre-Filled Pen 1mg 1mg		28	1	3	\$ 480.00	\$ 864.65	\$ 76.93
Ozempic (Semaglutide) Pre-Filled Pen 8mg/ 8mg/3mL		84	3	9	\$ 2,375.00	\$ 2,593.95	\$ 43.79
Ozempic (Semaglutide) Pre-Filled Pen 1mg 1mg		56	2	6	\$ 980.00	\$ 1,729.30	\$ 149.86
Ozempic (Semaglutide) Pre-Filled Pen 0.25r 0.25mg/0.5r		28	1	1.5	\$ 480.00	\$ 864.65	\$ 76.93
Ozempic (Semaglutide) Pre-Filled Pen 0.25r 0.25mg/0.5r		84	3	4.5	\$ 1,405.00	\$ 2,517.01	\$ 222.40
Trintellix 20mg-28	20mg	84	3	84	\$ 474.45	\$ 1,228.48	\$ 150.81
Ozempic (Semaglutide) Pre-Filled Pen 8mg/ 8mg/3mL		28	1	3	\$ 845.00	\$ 864.65	\$ 3.93
Humira (Adalimumab) Auto-Injector 40mg/ 40mg/0.8ml		56	2	20	\$ 4,650.00	\$ 7,000.00	\$ 470.00
Ozempic (Semaglutide) Pre-Filled Pen 8mg/ 8mg/3mL		28	1	3	\$ 845.00	\$ 864.65	\$ 3.93
Ozempic (Semaglutide) Pre-Filled Pen 1mg 1mg		84	3	9	\$ 1,405.00	\$ 2,593.95	\$ 237.79
Ozempic (Semaglutide) Pre-Filled Pen 0.25r 0.25mg/0.5r		84	3	4.5	\$ 1,405.00	\$ 2,593.95	\$ 237.79

Total \$ 3,225.04

Notes:

Invoice reflects RxProtect Program Fees for February 2024.



RxProtect
 9520 Ormsby Station Rd
 Suite 20
 Louisville, Kentucky 40223

Bill To
 Hancock County

Invoice

Invoice #: 3439

Balance Due

\$ 14,311.74

Invoice Date: 1/16/24
 Due Date: 1/19/24
 Status: Outstanding

Item & Description	Strength	Day Supply	Qty Shipped	Amount
Ozempic (Semaglutide) Pre-Filled Pen 1mg - 4mg 1mg	1mg	28	1	\$ 455.00
Ozempic (Semaglutide) Pre-Filled Pen 0.25mg/0. 0.25mg/0.5mg	0.25mg/0. 0.25mg/0.5mg	28	1	\$ 455.00
Ozempic (Semaglutide) Pre-Filled Pen 0.25mg/0. 0.25mg/0.5mg	0.25mg/0. 0.25mg/0.5mg	28	1	\$ 455.00
Jardiance (Empagliflozin) 25mg - 90 tab	25mg	90	1	\$ 324.99
Humalog KwikPen	100U/mL	90	10	\$ 1,859.40
Levemir Penfill(cartridges)	100unit/mL	90	12	\$ 3,105.00
Mounjaro 7.5mg/0.5	7.5mg	84	12	\$ 3,603.12
Mounjaro 7.5mg/0.5	7.5mg	84	12	\$ 3,603.12
Ozempic 0.5mg	1.34mg/mL	28	1	\$ 451.11

Total \$ 14,311.74

Notes:

Invoice reflects pass through cost of medications delivered through the RxProtect Program from January 1-15th, 2024



RxProtect
 9520 Ormsby Station Rd
 Suite 20
 Louisville, Kentucky 40223

Bill To
 Hancock County

Invoice

Invoice #: 3505

Balance Due
\$ 10,553.35

Invoice Date: 2/2/24
 Due Date: 2/7/24
 Status: Outstanding

Item & Description	Strength	Day Supply	Qty Shipped	Amount
Rybelsus (Semaglutide) 14mg - Manitoba - 30 tal	14mg	90	3	\$ 1,134.97
Farxiga/Forxiga (Dapagliflozin) 10mg - 30 tab	10mg	90	3	\$ 384.97
Ozempic (Semaglutide) Pre-Filled Pen 8mg/3mL	8mg/3mL	28	1	\$ 845.00
Humira (Adalimumab) Auto-Injector 40mg/0.8m	40mg/0.8ml	56	2	\$ 4,675.00
Ozempic (Semaglutide) Pre-Filled Pen 1mg - 4mg	1mg	28	1	\$ 480.00
Forxiga 10mg-30	10mg	90	3	\$ 423.15
Humalog KwikPen	100U/mL	90	4	\$ 732.76
Kerendia 10mg	10	90	1	\$ 1,128.51
Lantus SoloSTAR	100iu/ml	90	3	\$ 748.99

Total \$ 10,553.35

Notes:

Invoice reflects pass through cost of medications delivered through the RxProtect Program from January 16-31st, 2024



Invoice

Invoice #: 3579

Balance Due
\$ 3,102.39

RxProtect
 9520 Ormsby Station Rd
 Suite 20
 Louisville, Kentucky 40223

Invoice Date: 2/5/24
 Due Date: 2/8/24
 Status: Outstanding

Bill To
 Hancock County

Item & Description	Strength	Day Supply	Qty. Shipped	Dispensed	Wholesale Cost	Cost to Plan	Program Fee
Ozempic (Semaglutide) Pre-Filled Pen 1mg - 1mg		28	1	3	\$ 455.00	\$ 864.65	\$ 81.93
Ozempic (Semaglutide) Pre-Filled Pen 0.25n0.25mg/0.5rr		28	1	1.5	\$ 455.00	\$ 864.65	\$ 81.93
Ozempic (Semaglutide) Pre-Filled Pen 0.25n0.25mg/0.5rr		28	1	1.5	\$ 455.00	\$ 864.65	\$ 81.93
Jardiance (Empagliflozin) 25mg - 90 tab	25mg	90	1	90	\$ 324.99	\$ 828.55	\$ 100.71
Humalog KwikPen	100U/mL	90	10	150	\$ 1,859.40	\$ 4,980.00	\$ 624.12
Levemir Penfill(cartridges)	100unit/mL	90	12	180	\$ 3,105.00	\$ 5,218.15	\$ 422.63
Mounjaro 7.5mg/0.5	7.5mg	84	12	12	\$ 3,603.12	\$ 3,603.12	\$ -
Mounjaro 7.5mg/0.5	7.5mg	84	12	12	\$ 3,603.12	\$ 3,603.12	\$ -
Ozempic 0.5mg	1.34mg/mL	28	1	1.5	\$ 451.11	\$ 864.65	\$ 82.71
Rybelsus (Semaglutide) 14mg - Manitoba - :14mg		90	3	90	\$ 1,134.97	\$ 2,902.05	\$ 353.42
Farxiga/Forxiga (Dapagliflozin) 10mg - 30 ta 10mg		90	3	90	\$ 384.97	\$ 1,586.64	\$ 240.33
Ozempic (Semaglutide) Pre-Filled Pen 8mg/ 8mg/3mL		28	1	3	\$ 845.00	\$ 864.65	\$ 3.93
Humira (Adalimumab) Auto-Injector 40mg/ 40mg/0.8ml		56	2	4	\$ 4,675.00	\$ 7,000.00	\$ 465.00
Ozempic (Semaglutide) Pre-Filled Pen 1mg - 1mg		28	1	3	\$ 480.00	\$ 864.65	\$ 76.93
Forxiga 10mg-30	10mg	90	3	90	\$ 423.15	\$ 528.88	\$ 21.15
Humalog KwikPen	100U/mL	90	4	60	\$ 732.76	\$ 1,992.00	\$ 251.85
Kerendia 10mg		10	90	1	\$ 1,128.51	\$ 1,739.71	\$ 122.24
Lantus SoloSTAR	100iu/ml	90	3	45	\$ 748.99	\$ 1,206.93	\$ 91.59

Total \$ 3,102.39

Notes:

Invoice reflects RxProtect Program Fees for January 2024.



RxProtect
 9520 Ormsby Station Rd
 Suite 20
 Louisville, Kentucky 40223

Bill To
 Hancock County

Invoice

Invoice #: 1655

Balance Due
\$ 7,588.42

Invoice Date: 8/2/23
 Due Date: 8/5/23
 Status: Outstanding

Item & Description	Strength	Day Supply	Amount
Humalog vial	100U/mL	90	\$ 2,164.64
Ozempic 0.5mg	1.34mg/mL	28	\$ 451.11
Ozempic 0.5mg	1.34mg/mL	84	\$ 1,243.33
Ozempic 0.5mg	1.34mg/mL	56	\$ 847.22
Ozempic 0.5mg	1.34mg/mL	56	\$ 847.22
Rybelsus (Semaglutide) 14mg - Manitoba - 30 tab - 14mg		90	\$ 1,134.97
Farxiga/Forxiga (Dapagliflozin) 10mg - 30 tab	10mg	90	\$ 384.97
Humalog (Insulin Lispro) Kwikpen 100iu/ml - 5x3m	100iu/ml	11	\$ 514.96

Total \$ 7,588.42

Notes:

Invoice reflects pass through cost of medications delivered through the RxProtect Program from July 16-31st, 2023



Invoice

Invoice #: 1720

Balance Due

\$ 1,791.33

RxProtect
9520 Ormsby Station Rd
Suite 20
Louisville, Kentucky 40223

Invoice Date: 8/4/23
Due Date: 8/8/23
Status: Outstanding

Bill To
Hancock County

Item & Description	Strength	Day Supply	Dispensed	Wholesale Cost	Cost to Plan	Program Fee
Humalog vial	100U/mL	90	120	\$ 2,164.64	\$ 3,147.20	\$ 196.51
Ozempic 0.5mg	1.34mg/mL	28	1.5	\$ 451.11	\$ 864.65	\$ 82.71
Ozempic 0.5mg	1.34mg/mL	84	4.5	\$ 1,243.33	\$ 2,593.95	\$ 270.12
Ozempic 0.5mg	1.34mg/mL	56	3	\$ 847.22	\$ 1,729.30	\$ 176.42
Ozempic 0.5mg	1.34mg/mL	56	3	\$ 847.22	\$ 1,729.30	\$ 176.42
Rybelsus (Semaglutide) 14mg - Manitoba - 14mg		90	90	\$ 1,134.97	\$ 2,902.05	\$ 353.42
Farxiga/Forxiga (Dapagliflozin) 10mg - 30 ta 10mg		90	90	\$ 384.97	\$ 1,586.64	\$ 240.33
Humalog (Insulin Lispro) Kwikpen 100iu/ml 100iu/ml		11	60	\$ 514.96	\$ 1,992.00	\$ 295.41

Total \$ 1,791.33

Notes:

Invoice reflects RxProtect Program Fees for July 2023.



RxProtect
 9520 Ormsby Station Rd
 Suite 20
 Louisville, Kentucky 40223

Bill To
 Hancock County

Invoice

Invoice #: 6034

Balance Due
\$ 3,405.07

Invoice Date: 8/5/24
 Due Date: 8/8/24
 Status: Outstanding

Item & Description	Strength	Day Supply	Qty. Shipped	Dispensed	Wholesale Cost	Cost to Plan	Program Fee
Farxiga/Forxiga (Dapagliflozin) 10mg - 30 ta 10mg		90	3	90	\$ 384.97	\$ 1,586.64	\$ 240.33
Farxiga/Forxiga (Dapagliflozin) 10mg - 30 ta 10mg		90	3	90	\$ 384.97	\$ 1,586.64	\$ 240.33
Ozempic (Semaglutide) Pre-Filled Pen 0.25n0.25mg/0.5rr		84	3	4.5	\$ 1,405.00	\$ 2,517.01	\$ 222.40
HUMIRA (2 PEN) 40MG/0.4ML PNKT	40MG/0.4ML	90	3	6	\$ 12,435.00	\$ 20,451.00	\$ 1,603.20
OZEMPIC (2 MG/DOSE) 8MG/3ML SOPN	8MG/3ML	30	3	9	\$ 2,280.00	\$ 2,593.95	\$ 62.79
OZEMPIC (2 MG/DOSE) 8MG/3ML SOPN	8MG/3ML	90	3	9	\$ 2,310.00	\$ 2,593.95	\$ 56.79
OZEMPIC (2 MG/DOSE) 8MG/3ML SOPN	8MG/3ML	90	3	9	\$ 2,310.00	\$ 2,593.95	\$ 56.79
Farxiga/Forxiga (Dapagliflozin) 10mg - 30 ta 10mg		90	3	90	\$ 384.97	\$ 1,586.64	\$ 240.33
Trintellix (Vortioxetine) 20mg - 28 tab	20mg	84	3	84	\$ 474.97	\$ 1,228.48	\$ 150.70
Edurant (Rilpivirine) 25mg - 30 tab	25mg	90	3	90	\$ 1,824.97	\$ 4,482.00	\$ 531.41
Total						\$	3,405.07

Notes:

Invoice reflects RxProtect Program Fees for July 2024.



RxProtect
9520 Ormsby Station Rd
Suite 20
Louisville, Kentucky 40223

Bill To
Hancock County

Invoice

Invoice #: 4708

Balance Due
\$ 4,049.23

Invoice Date: 6/18/24
Due Date: 6/21/24
Status: Outstanding

Item & Description	Strength	Day Supply	Qty Shipped	Amount
OZEMPIC (2 MG/DOSE) 8MG/3ML SOPN	8MG/3ML	90	3	\$ 2,310.00
Xifaxan/Zaxine (Rifaximin) 550mg - 60 tab	550mg	90	3	\$ 1,739.23
Total				\$ 4,049.23

Notes:

Invoice reflects pass through cost of medications delivered through the RxProtect Program from June 1-15, 2024



RxProtect
9520 Ormsby Station Rd
Suite 20
Louisville, Kentucky 40223

Bill To
Hancock County

Invoice

Invoice #: 4791

Balance Due

\$ 444.99

Invoice Date: 7/2/24

Due Date: 7/8/24

Status: Outstanding

Item & Description	Strength	Day Supply	Qty Shipped	Amount
Kerendia (Finerenone) 10mg - 90 tab	10mg	90	1	\$ 444.99
Total				\$ 444.99

Notes:

Invoice reflects pass through cost of medications delivered through the RxProtect Program from June 16-30, 2024



RxProtect
9520 Ormsby Station Rd
Suite 20
Louisville, Kentucky 40223

Bill To
Hancock County

Invoice

Invoice #: 4888

Balance Due
\$ 1,881.28

Invoice Date: 7/5/24
Due Date: 7/9/24
Status: Outstanding

Item & Description	Strength	Day Supply	Qty. Shipped	Dispensed	Wholesale Cost	Cost to Plan	Program Fee
OZEMPIC (2 MG/DOSE) 8MG/3ML SOPN	8MG/3ML	90	3	3	\$ 2,310.00	\$ 2,593.95	\$ 56.79
Xifaxan/Zaxine (Rifaximin) 550mg - 60 tab	550mg	90	3	180	\$ 1,739.23	\$ 9,567.00	\$ 1,565.55
Kerendia (Finerenone) 10mg - 90 tab	10mg	90	1	60	\$ 444.99	\$ 1,739.71	\$ 258.94
Total							\$ 1,881.28

Notes:

Invoice reflects RxProtect Program Fees for June 2024.



RxProtect
 9520 Ormsby Station Rd
 Suite 20
 Louisville, Kentucky 40223

Bill To
 Hancock County

Invoice

Invoice #: 3926

Balance Due
\$ 12,244.75

Invoice Date: 3/19/24
 Due Date: 3/22/24
 Status: Outstanding

Item & Description	Strength	Day Supply	Qty Shipped	Amount
Levemir (Insulin Detemir) Penfill 100iu/ml - 5x3n 100iu/ml		91	11	\$ 2,104.89
Humalog (Insulin Lispro) Kwikpen 100iu/ml - 5x3 100iu/ml		93	10	\$ 1,049.90
Humira (Adalimumab) Auto-Injector 40mg/0.8m 40mg/0.8ml		56	2	\$ 4,675.00
Ozempic (Semaglutide) Pre-Filled Pen 1mg - 4mg 1mg		84	3	\$ 1,405.00
Ozempic (Semaglutide) Pre-Filled Pen 8mg/3mL 8mg/3mL		84	3	\$ 2,375.00
Humalog (Insulin Lispro) Kwikpen 100iu/ml - 5x3 100iu/ml		111	4	\$ 634.96

Total \$ 12,244.75

Notes:

Invoice reflects pass through cost of medications delivered through the RxProtect Program from March 1-15, 2024



RxProtect
9520 Ormsby Station Rd
Suite 20
Louisville, Kentucky 40223

Bill To
Hancock County

Invoice

Invoice #: 4016

Balance Due
\$ 1,289.99

Invoice Date: 4/2/24
Due Date: 4/5/24
Status: Outstanding

Item & Description	Strength	Day Supply	Qty Shipped	Amount
Kerendia (Finerenone) 10mg - 90 tab	10mg	90	1	\$ 444.99
Ozempic (Semaglutide) Pre-Filled Pen 8mg/3mL	8mg/3mL	28	1	\$ 845.00
Total				\$ 1,289.99

Notes:

Invoice reflects pass through cost of medications delivered through the RxProtect Program from March 16-31, 2024