

RESOLUTION NO. 2018-294

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING AMENDMENTS TO THE ADMINISTRATIVE SERVICES AGREEMENT WITH BLUE CROSS AND BLUE SHIELD OF FLORIDA, INC. D/B/A FLORIDA BLUE.

RECITALS:

WHEREAS, the proposed Amendment to the Administrative Services Agreement with Blue Cross and Blue Shield of Florida, Inc. D/B/A Florida Blue includes modifications to the 2018 Exhibit E: Pharmacy Related Financial Arrangements following an RFI for Pharmacy Benefits Management conducted by the County's medical insurance broker, MFB, Inc.; and

WHEREAS, the 2018 Exhibit E requires approval of the current pharmacy financial arrangement effective January 1, 2018; and

WHEREAS, the proposed 2018 Exhibit 3: Disclosure of Protected Health Information for Plan Administration has been updated to reflect current representatives from the Constitutional Offices responsible for plan administration; and

WHEREAS, the St. Johns County Insurance Committee has determined the modifications are acceptable and therefore recommends approval of the proposed amendments; and

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of St. Johns County, Florida, that:

Section 1. The above recitals are incorporated into the body of this Resolution and such Recitals are adopted as findings of fact.


Section 2. The attached modifications reviewed and recommended for approval by the St. Johns County Insurance Committee are hereby approved and adopted by the Board of County Commissioners of St. Johns County Florida.

Section 3. The County Administrator or designee is hereby authorized to execute the amendment on behalf of the County, and said changes shall be adopted and effective as of January 1, 2018 through December 31, 2020 respectively.

Section 4. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval of the Board of County Commissioners;

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County,
State of Florida, this 4 Day of September 2018.

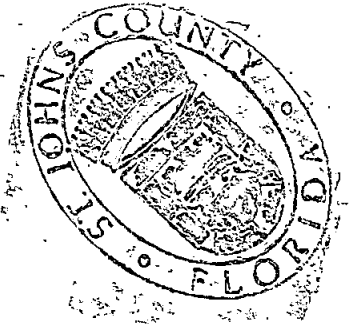
BOARD OF COUNTY
COMMISSIONERS OF ST. JOHNS
COUNTY, FLORIDA

By: 
Henry Dean, Chair

ATTEST: Hunter S. Conrad, Clerk

By: 
Deputy Clerk

RENDITION DATE 9/6/18



AMENDMENT TO ADMINISTRATIVE SERVICES AGREEMENT

THIS AMENDMENT, entered into on _____, 2018 is by and between Blue Cross and Blue Shield of Florida, Inc. d/b/a Florida Blue, (hereinafter called "Florida Blue") and St. Johns County Board of County Commissioners (hereinafter called the "Employer"). In consideration of the mutual and reciprocal promises herein contained, the Administrative Services Agreement between Florida Blue and the Employer (hereinafter "Agreement") effective October 1, 1992 is amended as follows:

1. Exhibit E, Pharmacy Related Financial Arrangements is hereby amended, effective January 1, 2018. The revised Exhibit E is attached to this Amendment and replaces the Exhibit E previously attached to the Agreement.
2. Except as otherwise specifically noted in this Amendment, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

BLUE CROSS AND BLUE SHIELD
OF FLORIDA, INC. D/B/A FLORIDA
BLUE

ST. JOHNS COUNTY BOARD OF
COUNTY COMMISSIONERS

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT "E"
to the
ADMINISTRATIVE SERVICES AGREEMENT
between
BLUE CROSS AND BLUE SHIELD OF FLORIDA, INC. D/B/A FLORIDA BLUE
and
St. Johns County Board of County Commissioners
PHARMACY RELATED FINANCIAL ARRANGEMENTS

I. Effective Date

The effective date of this Exhibit is January 1, 2018. This Exhibit will coincide with the medical administrative services agreement (ASA) effective 3 years through December 31, 2020. This Exhibit may be terminated by either party upon 90 days written notice to the other party.

II. Definitions

For purposes of this Exhibit E, the following definitions shall apply:

- A. "Annual Reconciliation Period" is the one year time period commencing as of the Effective Date and each one year Anniversary thereof during which any guarantees will be measured and reconciled.
- B. "Average Wholesale Price" or "AWP" means the average wholesale price of a prescription drug as set forth by Florida Blue's designated Pharmacy Benefit Manager's ("PBM") pricing file at the time a Claim is processed. The price file will be a nationally recognized Pricing Source such as Medispan and will be updated no less frequently than weekly, or as required by law, through the PBM's Pricing Source. The applicable AWP used for any Network Participant will be based on the actual 11 digit NDC of the package size dispensed.
- C. "Brand Drug" A Brand Drug means those pharmaceuticals designated by the PBM's pricing source as having a multi-source indicator of M, N or O.
- D. "Claim" or "Claims" means requests for payment submitted by Network Participants (also referred to as pharmacies) or members for pharmacy benefit services covered under the Group Health Plan.
- E. "Claims Adjudication" means the determination of whether a given Claim is entitled to reimbursement pursuant the terms and conditions of a Benefit Plan and the amount payable to or by a Network Participant or member pursuant to such Benefit Plan, the applicable Network Contract and any other applicable factors, including any copayment/deductible or coinsurance payable by a

member, as well as concurrent (on-line at point of service) drug utilization review. Claims Adjudication shall accommodate any e-prescribing procedures that may be adopted after the date hereof.

- F. "Coinsurance" means that portion of the amount claimed for Covered Prescription Drug Services, calculated as a percentage of the eligible charge (or its substitute) for such services, which is to be paid by Member pursuant to Member's Benefit Plan.
- G. "Copayment/Deductible" means a fixed dollar portion of the amount claimed for Covered Prescription Drug Services that is to be paid by Member pursuant to Member's Benefit Plan.
- H. "Covered Prescription Drug Services" means the pharmacy services and/or drugs available to members and eligible for reimbursement pursuant to the Benefit Plan.
- I. "Dispensing Fee" means the amount payable by Group for a Network Participant or Mail Service to dispense a Covered Prescription Drug Service.
- J. "Drug Utilization Review" or "DUR" means the process whereby the therapeutic effects and cost effectiveness of various drug therapies are reviewed, monitored and acted upon consistent with the Benefit Plan. DUR can be prospective, concurrent or retrospective.
- K. "Extended Supply Network" or "ESN" means the retail Network Participants who have agreed to provide members more than a one-month's supply (31 + day supply) of Covered Prescription Drug Services provided that the Benefit Plan has a Mail Service benefit and a retail quantity days supply limit of one month (or as mutually agreed).
- L. "Formulary" or "Drug Formulary" means a list of pharmaceutical products which is available to pharmacies, members, physicians or other health care providers for purposes of guiding the prescribing and dispensing of pharmaceutical products.
- M. "Generic Drug" means those pharmaceuticals designated by PBM Pricing Source as having a multi-source indicator of Y.
- N. "Generic Effective" means the actual blended pricing performance of Maximum Allowable Cost ("MAC") and non-MAC generic discounts.
- O. "Ingredient Cost" means the ingredient cost amount charged to Group for each Claim subject to the provision set forth in section IV.
- P. "Mail Service" means the service through which covered persons may receive prescription drugs through the mail from the PBM's mail order pharmacy.

- Q. "Manufacturer" means a company that manufactures, and/or distributes pharmaceutical drug products.
- R. "Manufacturer Administration Fee" means all fixed fees received by the PBM from any given Manufacturer relating to administration of Rebates under a manufacturer agreement.
- S. "Maximum Allowable Cost" or "MAC" refers to a proprietary price list(s) (out of state, In-State and Mail Service claims) owned and maintained by the PBM, of readily available multi-source pharmaceutical drug products and supplies which are deemed to require pricing management due to the number of manufacturers and competitive nature of the marketplace pricing volatility.
- T. "Network Participant" means each individual pharmacy, chain or pharmacy service administrative organization (PSAO) that has entered into an agreement with the PBM or Florida Blue ("Network Contract") to provide Covered Prescription Drug Products and Services to members, as may be amended from time to time.
- U. "Open Refill Transfer File" is a data file created by the Employer's previous PBM containing its members' mail prescriptions, thus enabling a subsequent PBM to continue to fill those open mail prescriptions.
- V. "Paper Claims" means prescription drug services that are submitted to Florida Blue for adjudication through the use of a paper claim form, generally by a member subsequent to the point of sale.
- W. "Pharmacy Benefit Manager" ("PBM") means Florida Blue's pharmacy program administrator, currently Prime Therapeutics L.L.C.
- Y. "Pricing Source" means Medispan, or such other national drug database as designated by Florida Blue's PBM. In the event the Pricing Source changes, notification will be provided to the Employer.
- X "Provider Tax" means any tax on a Covered Prescription Drug Service required to be collected or paid by a Network Participant for a Covered Prescription Drug Service.
- Z. "Rebate(s)" means compensation or remuneration of any kind received or recovered by the PBM from any Manufacturer which is directly or indirectly attributable to purchase or utilization of Covered Prescription Drug Services by members. However, Rebates do not include Manufacturer Administration Fees which the PBM is entitled to retain pursuant to this Exhibit unless otherwise required by law.
- AA. "Specialty Drugs" means an FDA-approved prescription drug that has been designated by Florida Blue as a Specialty Drug due to requirements such as special handling, storage, training, distribution, and management of the therapy.

AB. "Specialty Pharmacy Drugs", as used in this Agreement, refers to the list of drugs which will be available upon request.

AC. "Specialty Pharmacy" means a participating preferred pharmacy designated to dispense Specialty Drugs by Florida Blue.

AD. "Usual and Customary" or "U&C" means the amounts that Network Participants normally charge cash paying patients.

AE. "Utilization Management" means a broad collection of standard clinical products and services that may be selected by Employer that are designed to encourage proper drug utilization in order to enhance member outcomes while managing drug benefit costs for Employer. Such services include, but are not limited to: Formulary exception, prior authorization, step therapy, quantity limits and retrospective DUR.

III. PHARMACY RELATED ADMINISTRATIVE FEES

A. Fee for PBM Services

For the provision of PBM Services, Employer will pay Florida Blue the following administrative fees:

Administrative Fee	Fee
Per paid retail and mail order prescription	\$0

B. Other Fees

Service	Fee	Occurrence, Frequency
Clinical prior authorizations	\$0	Per claim, billed quarterly
Administrative prior authorizations	\$0	Per claim, billed quarterly
Member submitted claims	\$0	Per claim, billed quarterly
Responsible Rx Program	\$0	Per claim, billed quarterly

IV. PHARMACY CLAIM PRICING.

A. Pharmacy Network Services

Florida Blue utilizes its PBM to provide network access to Network Participants and to provide Mail Service. The rates paid to such Network Participants and Mail Service for Covered Prescription Drug Services may vary and are subject to the specific contractual arrangements. Other than for Specialty Pharmacy Drugs, provided at a Specialty Pharmacy or other non-participating specialty pharmacy, Florida Blue will establish (and amend from time to time) a uniform Ingredient Cost and/or Dispensing Fee for Covered Prescription Drug Services which is calculated to approximate any Aggregate Discount Guarantee set forth below. The Ingredient

Cost and/or Dispensing Fee may vary between Brand Drugs and Generic Drugs. It may also vary between retail, ESN or Mail Service. The Ingredient Cost and/or Dispensing Fee may not be the same amount as Florida Blue pays to the Network Participant or Mail Service. If the Ingredient Cost and/or Dispensing Fee is less than the actual amount paid to the Network Participant or Mail Service, the Group shall not be responsible for the excess amount. If, however, the actual amount paid is less, subject to the Annual Reconciliation for the Aggregate Discount Guarantee, Florida Blue may retain the difference. For Specialty Drugs dispensed at a Specialty Pharmacy or other non-participating specialty pharmacy provider, Florida Blue will bill Group the pass-through rate equal to the amount paid to the Specialty Pharmacy for the Covered Prescription Drug Services, plus any applicable taxes and less any applicable Member responsibility. Accordingly, subject to reconciliation of any Annual Discount Guarantee, Group will pay to Florida Blue on a per Claim basis, the following amounts net of any applicable Member responsibility:

- Per retail Brand Drug Claim – The lesser of Ingredient Cost or U&C plus Dispensing Fee
- Per retail Generic Drug Claim – The lesser of Ingredient Cost or U&C plus Dispensing Fee
- Per retail ESN Brand Drug Claim – The lesser of Ingredient Cost or U&C plus Dispensing Fee
- Per retail ESN Generic Drug Claim – The lesser of Ingredient Cost or U&C plus Dispensing Fee
- Per Mail Service Brand Drug Claim – Ingredient Cost plus Dispensing Fee
- Per Mail Service Generic Drug Claim – Ingredient Cost plus Dispensing Fee
- Per Specialty Pharmacy Drug Claim – Pass through of actual cost

B. Brand Discounts

Brand Discounts	Basis
Year 1 AWP - 16.65% Year 2 AWP - 16.75% Year 3 AWP - 16.85%	Per retail 30 brand claim
Year 1 AWP – 19.50% Year 2 AWP – 19.50% Year 3 AWP – 19.95%	Per retail ESN brand claim
Year 1 AWP – 24.00% Year 2 AWP – 24.00% Year 3 AWP - 24.00%	Per mail brand claim

C. Aggregate Generic Discount Guarantees:

Florida Blue hereby guarantees that the aggregate pricing for all Covered Generic Prescription Drug Services during the Applicable Reconciliation Period will meet or need the following:

Aggregate Generic and Specialty Discount Guarantee off AWP	Basis
Year 1 AWP – 76.60% Year 2 AWP - 76.60% Year 3 AWP – 76.80 %	Per retail 30 generic effective claim
Year 1 AWP – 84.00% Year 2 AWP – 84.00% Year 3 AWP – 84.20%	Per retail ESN generic effective claim
Year 1 AWP- 80.15% Year 2 AWP – 80.25% Year AWP – 80.35%	Per mail generic effective claim
Year 1 AWP- 17.75% Year 2 AWP – 18.00% Year AWP – 18.25%	Per specialty pharmacy drug claim

D. Dispensing Fees:

Dispensing Fees	Basis
Year 1 \$0.90 Year 2 \$0.90 Year 3 \$0.90	Per brand and generic retail 30 claim
Year 1 \$0.00 Year 2 \$0.00 Year 3 \$0.00	Per brand ESN and mail claim
Year 1 \$0.00 Year 2 \$0.00 Year 3 \$0.00	Per generic ESN and mail claim

E. Rebates

Rebate Guarantee	Basis
Year 1 \$128.85 Year 2 \$155.32 Year 3 \$190.83	Per 3-tier open formulary retail brand claim
Year 1 \$253.50 Year 2 \$253.50 Year 3 \$253.50	Per 3-tier open formulary mail brand claim

The Rebate guarantee is based on EMPLOYER's use of its current Florida Blue [3-tier] Formulary. Florida Blue reserves the right to modify the Rebate guarantee if EMPLOYER changes the Formulary or utilizes a different Formulary. Changes to the Formulary and benefit design include utilization management programs (such as step therapy, quantity limits, prior authorizations, generics first campaigns, clinical programs, disease management programs, physician communications, or other programs with outcomes reasonably expected to impact utilization rates or patterns of Members) and the removal/addition of pharmaceutical products to/from the Formulary. In addition, industry-wide

changes within the marketplace which lead to a deviation from the current economic environment may result in a modification to the Rebate Guarantees.

F. Annual Reconciliation.

At the end of each Annual Reconciliation Period, Florida Blue will separately calculate the actual aggregate generic and specialty discount effective rate, and the actual Rebates applicable for such Annual Reconciliation Period. For the generic and specialty aggregate discount effective rate, Florida Blue will use the AWP then in effect on the date of service. Florida Blue will aggregate and submit a report to Group with the achieved aggregate generic discounts, aggregate specialty discounts and manufacturer rebates with similar amounts pursuant to the Administrative Service Agreement between Florida Blue and Group on a quarterly basis. Any excess achieved will be used to offset any other guarantee shortfall or may be retained by Florida Blue. To the extent that there is a shortfall in the aggregate generic discount, aggregate specialty discounts and/or rebates for all such guarantees, Florida Blue will, within 180 days after the end of the Annual Reconciliation Period, pay to Group an amount necessary for Group to have received the full benefit of such guarantees.

Group agrees that any earnings which may accrue on amounts collected by Florida Blue from Employer related to Claims during any Annual Reconciliation Period may be retained by Florida Blue.

G. Generic Fill Rate Guarantee:

Year 2018	Year 2019	Year 2020
82.00%	83.00%	84.00%
for each 0.50% shortfall BCBSFL will pay \$5,000, up to an annual maximum of \$20,000	for each 0.50% shortfall BCBSFL will pay \$5,000, up to an annual maximum of \$20,000	for each 0.50% shortfall BCBSFL will pay \$5,000, up to an annual maximum of \$20,000

The Generic Fill Rate guarantee will be subject to the following conditions:

- 1 - Current utilization management programs or materially similar ones will remain in place.
- 2 - The agreed to formulary will remain in place unless mutually agreed for change.
- 3 - Employer demographics and geography will remain reasonably consistent.
- 4 - Benefit design changes will not reduce the co-payment advantage of generics over brands or reduce the availability of generics.
- 5 - Retail and Mail GFR Guarantees listed above exclude Specialty Drugs define by Specialty Fee Schedule.
- 6 - Generic Drug Mix Guarantee excludes DAW claims from calculations
- 7 - Channel demographic changes (Retail, Mail) must be less than 10% as compared to the data and claims experience provided by the client.

V. GENERAL PROVISIONS

The following terms and conditions apply to this Exhibit E:

- A. Florida Blue reserves the right to modify or amend the financial provisions of this Exhibit upon prior notice to Employer in the event of (a) any material changes in the ASO Agreement or the Group Health Plan that results in a material change in any of the services provided by Florida Blue under the terms of this Exhibit; (b) any government imposed change in federal, state or local laws or interpretation thereof or industry wide change that would make Florida Blue's performance of its duties hereunder materially more burdensome or expensive; (c) a material change in the scope of services to be performed under this Agreement upon which the financial provisions included in this Exhibit are based and (d) significant changes made to the AWP benchmark or the methodology by which AWP is calculated or reported;
- B. Formulary rebates may not be available or may be adjusted for as a result of a greater than fifty percent (50%) member cost share on an aggregate annual basis, participation in a high deductible health plan/consumer driven health plan and/or any other material change that impacts rebate performance not agreed to by Florida Blue and Pharmacy Benefit Manager.
- C. The Aggregate Discount Guarantees and Rebate Guarantees will only apply to any Annual Reconciliation Period during which this Exhibit E has been in effect for the full 12 months of such Annual Reconciliation Period.
- D. Any Aggregate Discount Guarantee hereunder may exclude over-the-counter products, compounds, non-drug items, non-participating pharmacy claims, specialty drugs and items where no AWP can be determined.
- E. Employer will be billed an all-inclusive fee of \$6,000 for requests for open mail order refill transfer files and paid claim and prior authorization files for non-specialty claims needed to transfer a client to another pharmacy benefit manager.

VII. INSPECTION AND AUDIT

Employer and the State of Florida Auditor General's Office or designee has the right, subject to applicable law, to inspect, upon reasonable advance notice and during reasonable times, the PBM's records relating to this Agreement. Notwithstanding the foregoing, there shall be no more than one (1) audit during any twelve (12) month period and audits shall be limited to claims adjudicated during the current year and the preceding year unless a longer time period is mutually agreed upon by the parties. Employer and State Auditors will strive to provide a minimum of thirty (30) days' advance written notice of its intent to audit and the scope of the audit. A member of Florida Blue's External Audit Team and the PBM's account management team will coordinate the audit and all audits will

take place during normal business hours. Employer and/or its auditor must follow the PBM's visitor security policy if on-site.

Any third party auditor must be reasonably acceptable to both Florida Blue and the PBM and must enter into a Confidentiality and Non-Disclosure Agreement (C&I) approved by both legal departments before any information is exchanged. The C&I will specify the information provided by the PBM to the auditor is to be used solely for the purpose of conducting the immediate audit and the information may not be used for any other purpose. The parties agree to collaborate in good faith to develop a reasonable procedure for conducting the audit (e.g. 100 claims to be reviewed).

Only the information necessary for Employer to conduct a fair and valid audit will be disclosed. Any unnecessary information will be redacted. If access to Network Contracts or Manufacturer (Rebate) Agreements is requested, the PBM will provide access as long as the PBM is legally or contractually able to do so and only the relevant page(s) or exhibits (that is, not the entire contract) will be provided for review.

Unless otherwise contractually specified, Employer will bear all costs and expenses related to the audit. Additionally, Employer will reimburse the PBM for all reasonable actual out of pocket expenses incurred by the PBM in compliance with an audit. The auditor cannot keep or make copies of any documents provided by the PBM without the PBM's express written consent. The PBM will provide screen-shots of the claims adjudication system. The auditor will not have access to the live claims adjudication system without prior approval by the PBM. Except as may otherwise be required by applicable law, reporting of the audit results will be restricted to the Employer and its auditor's internal use only. The auditor will provide copies of the audit report to the Employer and the PBM.

**EXHIBIT 3— DISCLOSURE OF PROTECTED HEALTH INFORMATION
FOR PLAN ADMINISTRATION**

BlueCross and BlueShield of Florida, Inc. and (St Johns County)

Group Health Plan ("GHP") must promptly notify Administrator in writing if any of the information contained in EXHIBIT 3 changes.

PART I

Name(s) and Title(s) of Employer representatives (i.e. employees of Employer) authorized to request and receive the minimum necessary Protected Health Information from Administrator:

<u>Sarah Taylor, BCC Assistant Director, Personnel</u>	<u>David Shoar – Sheriff</u>
<u>Michaelynn (Mikki) Sampo, BCC Benefits Supervisor</u>	<u>Theresa (Terri) Marcum, Sheriff's Office Benefits</u>
<u>Theresa Farrow, BCC Benefits Manager</u>	<u>Becky Hesson, Sheriff's Office</u>
<u>Michael Wanchick – BCC County Administrator</u>	<u>Melissa Swindull, Sheriff's Office Benefits</u>
<u>Stacey Stanish, Director, Admin and Support Svcs</u>	<u>Martha (Jean) Masters, Sheriff's Office Benefits</u>
<u>Jesse Dunn, BCC Finance</u>	<u>Susan Tree, Sheriff's Office Benefits</u>
<u>Eddie Creamer, Property Appraiser</u>	<u>Vicky Oakes, Supervisor of Elections</u>
<u>Cheryl Reese, Property Appraiser HR</u>	<u>Erika Ward, SOE HR</u>
<u>Keely Murrah, Property Appraiser HR</u>	<u>Hunter Conrad, Clerk of Courts</u>
<u>Dennis Hollingsworth, Tax Collector</u>	<u>Kimberly Dacosta, Clerk of Courts HR</u>
<u>Jeanne Derring, Tax Collector HR</u>	<u>Rick Nicholas, Clerk of Courts Finance</u>
<u>Richard (Allen) Macdonald, Clerk of Courts Finance</u>	<u>Catherine Furlipa, Clerk of Courts Finance</u>
<u>Michael Branson, Clerk of Courts Finance</u>	

for the performance of the following plan administration functions for GHP unless otherwise indicated by GHP:

- Actuarial and statistical analysis
- Claims/membership inquiries
- Procurement of reinsurance or stop loss coverage
- Quality assessment and improvement activities
- Performance monitoring
- Other health care operations
- Payment activities

PART II

Identify the name(s), title(s) and company name(s) of any individual(s) from organizations other than Employer or Group Health Plan ("GHP") (examples of such "GHP Vendor" types of services include, but are not limited to, stop-loss carriers; reinsurers; agents, brokers or consultants; or external auditors) that Employer or GHP hereby authorizes to request and receive the minimum necessary Protected Health Information to perform plan administration functions and/or assist with the procurement of reinsurance or stop-loss coverage:

Company Name	Type of Service Performed (Example: stop-loss carrier, reinsurer, agent, broker)	Name of Individual Performing Service	Title of Individual Performing Service
The Bailey Group	Agent / Broker	Mark F. Bailey	President
The Bailey Group	Agent / Broker	Debbie Weiner	Account Executive
The Bailey Group	Agent / Broker	Rachael Friedman	Account Executive
The Bailey Group	Agent / Broker	Kaylah Cox	Account Executive

To be signed and dated by a representative of the GHP who has the authority to sign contracts.

Print Name

Title

Signature

Date updated and signed