Resolution # 15 - 1

WHEREAS, Sangamon County employees are covered by various benefits which require the County to enter into agreements with benefit providers, and

WHEREAS, with assistance of the County's benefit providers, the Human Resource office reviews the cost of providing these benefits and, on a contract-by-contract basis, either recommends renewal of existing contracts, re-negotiates contracts, or solicits new contracts from competing providers, and

WHEREAS, the Human Resource office works with the Board of Managers of the Sangamon County Employee's Health Insurance Plan to select cost-effective providers of quality services for the employee health insurance plans, and contracts for a third party claims administrator, physician networks, stop-loss insurance, and prescription drug program administration have been negotiated in the best interests of Sangamon County and its employees for the upcoming year.

NOW, THEREFORE, BE IT RESOLVED that the Sangamon County Board, in session this 10th day of September 2019, approves the attached list of contracts for employee benefits for 2020 and furthermore authorizes the Director of Human Resources to sign said contracts.

DEPARTMENT HEAD/E	ELECTED OFFICIAL			
Employee Se	rvices Committee			
WAN MAL , Chairman	Zera Jona, Member			
, Member	, Member			
- Han Deppe_, Member	, Member			
Jany Olt, Member	, Member			
FILED SEP 0 4 2019 AUG 2 8 2019				
Home Hieron	Andy Goleman SANGAMON COUNTY AUDITOR			

Sangamon County Fringe Benefit Contracts Approval Attachment to Resolution for September 10, 2019 Board Meeting

Fringe Benefit

<u>Vendor</u>

Contract Term

Health Insurance Plan (Third Party Administrator, Physician Provider Network, and Stop-loss Insurance) and Prescription Drug Program Blue Cross/Blue Shield of IL

01/01/20 thru 12/31/20

Benefit Program Application ("ASO BPA") Applicable to Administrative Services Only (ASO) Group Accounts administered by Blue Cross and Blue Shield of Illinois, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company, hereinafter referred to as "Claim Administrator" or "HCSC"

Group Status: Renewing ASO Account

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Group Status. Renewing ASO Account		
Employer Account Number (6-digits): 014688 G	roup Number(s): P14688	Section Number(s): 0001, 0004, 0005, 0006, 0007, 0008, 0009, 0010, 0011, 0014, 0015, 0017, 0018, 0019, 0023, 0024, 0025, 0026, 0027, 0028, 0029, 0030, 0031, 0034, 0035, 0040, 0041, 0043, 0045, 0046, 0054, 0100, 0500, 0911, 7000, 7011, 8000, 8001, 8011, 8888
Legal Employer Name: Sangamon Coungty (Specify the Employer or the employee trust applying for covered must also be named below. AN EMPLOYEE BE ERISA Regulated Group Health Plan*: Yes X No	coverage. Names of subsidiary of Subsidiary of Subsidiary of Subsidiary of Subsidiary NOT BE NAM	or affiliated companies to be
• • • · · ·	a on the Anniversary Data anali	
Is your ERISA Plan Year* a period of 12 months beginnin If not, please specify your ERISA Plan Year*: Beginning D		
ERISA Plan Administrator*:	Plan Administrator's Addres	
If you maintain that ERISA is not applicable to your group Select legal reason ; if applicable, specify other:		
Is your Non-ERISA Plan Year* a period of 12 months beg If not, please specify your Non-ERISA Plan Year*: Beginr		pecified below? Yes //// (month/day/year)
For more information regarding ERISA, contact your * *All as defined by ERISA and/or other applicable law/regu		
Effective Date of Coverage: (Menth/Dev/Veer) 12/01/20	10	
Effective Date of Coverage: (Month/Day/Year) 12 / 01 / 20 Anniversary Date: (Month/Day/Year) 12 / 01 / 2020	19	
Anniversary Date: (Month/Day/Year) 12 / 01 / 2020	19	
		EE ADDITIONAL PROVISIONS
Anniversary Date: (Month/Day/Year) 12 / 01 / 2020		
Anniversary Date: (Month/Day/Year) 12 / 01 / 2020 Account Information	🛛 NO CHANGES 🗌 SE	
Anniversary Date: (Month/Day/Year) 12 / 01 / 2020 Account Information Standard Industry Code (SIC): 9111	🛛 NO CHANGES 🗌 SE	
Anniversary Date: (Month/Day/Year) 12 / 01 / 2020 Account Information Standard Industry Code (SIC): 9111 Address: 200 South Ninth Street, Room 205	NO CHANGES SE	nber (EIN): 376002039 ZIP: 62701-1965
Anniversary Date: (Month/Day/Year) 12 / 01 / 2020 Account Information Standard Industry Code (SIC): 9111 Address: 200 South Ninth Street, Room 205 City: Springfield	NO CHANGES SEE SEE SEE SEE SEE SEE SEE SEE SEE	Diber (EIN): 376002039 ZIP: 62701-1965 rector
Anniversary Date: (Month/Day/Year) 12 / 01 / 2020 Account Information Standard Industry Code (SIC): 9111 Address: 200 South Ninth Street, Room 205 City: Springfield Administrative Contact: Charlie Stratton Email Address: charlies@co.sangamon.il.us Wholly Owned Subsidiaries:	NO CHANGES SE Employer Identification Num State: IL Title: Human Resources Dir	nber (EIN): 376002039 ZIP: 62701-1965 ector 30 Fax Number: 217-535-
Anniversary Date: (Month/Day/Year) 12 / 01 / 2020 Account Information Standard Industry Code (SIC): 9111 Address: 200 South Ninth Street, Room 205 City: Springfield Administrative Contact: Charlie Stratton Email Address: charlies@co.sangamon.il.us	NO CHANGES SE Employer Identification Num State: IL Title: Human Resources Dir Phone Number: 217-535-31 Employer hereby confirms that Employer Section 414(b), (c) or (m).)	nber (EIN): 376002039 ZIP: 62701-1965 ector 30 Fax Number: 217-535- 3131
Anniversary Date: (Month/Day/Year) 12 / 01 / 2020 Account Information Standard Industry Code (SIC): 9111 Address: 200 South Ninth Street, Room 205 City: Springfield Administrative Contact: Charlie Stratton Email Address: charlies@co.sangamon.il.us Wholly Owned Subsidiaries: Affiliated Companies: (If Subsidiaries or Affiliated Companies listed above are to be covered, If Affiliates are treated as a single employer under Internal Revenue Code	NO CHANGES SEE SEMPLOYER Identification Nume State: IL Title: Human Resources Dir Phone Number: 217-535-31 Employer hereby confirms that Employer Section 414(b), (c) or (m).) Idy	nber (EIN): 376002039 ZIP: 62701-1965 ector 30 Fax Number: 217-535- 3131 and the listed Subsidiaries and/or
Anniversary Date: (Month/Day/Year) 12 / 01 / 2020 Account Information Standard Industry Code (SIC): 9111 Address: 200 South Ninth Street, Room 205 City: Springfield Administrative Contact: Charlie Stratton Email Address: charlies@co.sangamon.il.us Wholly Owned Subsidiaries: Affiliated Companies: (If Subsidiaries or Affiliated Companies listed above are to be covered, If Affiliates are treated as a single employer under Internal Revenue Code Blue Access for Employers (BAE) Contact: Denise McCra	NO CHANGES SEE SEMPLOYER Identification Nume State: IL Title: Human Resources Dir Phone Number: 217-535-31 Employer hereby confirms that Employer Section 414(b), (c) or (m).) Idy	nber (EIN): 376002039 ZIP: 62701-1965 ector 30 Fax Number: 217-535- 3131 and the listed Subsidiaries and/or
Anniversary Date: (Month/Day/Year) 12 / 01 / 2020 Account Information Standard Industry Code (SIC): 9111 Address: 200 South Ninth Street, Room 205 City: Springfield Administrative Contact: Charlie Stratton Email Address: charlies@co.sangamon.il.us Wholly Owned Subsidiaries: Affiliated Companies: (If Subsidiaries or Affiliated Companies listed above are to be covered, I Affiliates are treated as a single employer under Internal Revenue Code Blue Access for Employers (BAE) Contact: Denise McCra (The BAE Contact is the Employee authorized by the Employer to access	NO CHANGES State Employer Identification Num State: IL Title: Human Resources Dir Phone Number: 217-535-31 Employer hereby confirms that Employer Section 414(b), (c) or (m).) idy as and maintain the Employer's account in Phone Number: 217-747- 5195	nber (EIN): 376002039 ZIP: 62701-1965 ector 30 Fax Number: 217-535- 3131 and the listed Subsidiaries and/or h BAE.) Fax Number: 217-535-3130
Anniversary Date: (Month/Day/Year) 12 / 01 / 2020 Account Information Standard Industry Code (SIC): 9111 Address: 200 South Ninth Street, Room 205 City: Springfield Administrative Contact: Charlie Stratton Email Address: charlies@co.sangamon.il.us Wholly Owned Subsidiaries: Affiliated Companies: (If Subsidiaries or Affiliated Companies listed above are to be covered, I Affiliates are treated as a single employer under Internal Revenue Code Blue Access for Employers (BAE) Contact: Denise McCra (The BAE Contact is the Employee authorized by the Employer to access Email Address: denisem@co.sangamon.il.us	NO CHANGES State Employer Identification Num State: IL Title: Human Resources Dir Phone Number: 217-535-31 Employer hereby confirms that Employer Section 414(b), (c) or (m).) idy as and maintain the Employer's account in Phone Number: 217-747- 5195 public entity or governmental age	nber (EIN): 376002039 ZIP: 62701-1965 ector 30 Fax Number: 217-535- 3131 and the listed Subsidiaries and/or h BAE.) Fax Number: 217-535-3130

1. Eligible Person means:

Proprietary and Confidential Information of Claim Administrator

Not for use or disclosure outside Claim Administrator, Employer, their respective affiliated companies and third party representatives, except with written permission of Claim Administrator.

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7	S-4
¢	 A full-time employee of the Employer. A full-time employee of the Employer who is a member of: (name of union) A part-time employee of the Employer. A retiree of the Employer. Define criteria: Other: "Retiree" pursuant to the Empoyer's personnel practices and/or Union Contract. Are any classes of employees to be excluded from coverage? Yes No If yes, please identify the classes and describe the exclusion:
2.	Employee Definitions
	 Full-Time Employee means: A person who is regularly scheduled to work a minimum of hours per week and who is on the permanent payroll of the Employer. Other: "Full-time Employee" pursuant to the Employer's personnel practices and/or Union Contract.
	 Part-Time Employee means: A person who is regularly scheduled to work a minimum of hours per week and who is on the permanent payroll of the Employer. Other:
3.	 The Effective Date of termination for a person who ceases to meet the definition of Eligible Person: The date such person ceases to meet the definition of Eligible Person. The last day of the calendar month in which such person ceases to meet the definition of an Eligible Person. Other:
4.	Select an effective `date rule for a person who becomes an Eligible Person after the Effective Date of the Employer's health care plan (The effective date must not be later than the 91st calendar day after the date that a newly eligible person becomes eligible for coverage, unless otherwise permitted by applicable law). □ The date of employment. □ The day of the month following month(s) of employment. □ The day of the month following days of employment. □ The day of the month following the date of employment. □ The day of the month following the date of employment. □ The day of the month following the date of employment. □ The day of the month following the date of employment. □ The day of the month following the date of employment. □ The day of the month following the date of employment. □ The day of the month following the date of employment. □ The day of the month following the date of employment. □ Other: Is the waiting period requirement to be waived on initial group enrollment? □ Is there multiple new hire waiting periods? □ Yes No If yes, please attach eligibility and contribution details for each section. Image: Contribution details for each section.
5.	Domestic Partners covered: Yes No If yes: a Domestic Partner is eligible to enroll for coverage. If yes, are Domestic Partners eligible for continuation of coverage? Yes No If yes, are dependents of Domestic Partners eligible to enroll for coverage? Yes No If yes, are dependents of Domestic Partners eligible for continuation of coverage? Yes No If yes, are dependents of Domestic Partners eligible for continuation of coverage? Yes No The Employer is responsible for providing notice of possible tax implications to those Covered Employees with
6.	coverage for Domestic Partners. Civil Union Partners covered:
0.	 i. X The Employer is an Illinois county, municipality, the State of Illinois, subject to the Illinois School Code, a church plan or other non-ERISA plan. For such Employers, a Civil Union Partner and his or her dependents are automatically eligible to enroll for coverage and, once enrolled, eligible for continuation of coverage as described in the Employer's Plan. ii. For all other Employers, Yes No
	Proprietary and Confidential Information of Claim Administrator

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If yes: A Civil Union Partner and his or her dependents are eligible to enroll for coverage.

If yes, are Civil Union Partners and his or her dependents eligible for continuation of coverage? 🗌 Yes

The Employer is responsible for providing notice of possible tax implications to those Covered Employees with coverage for Civil Union Partners.

7. Limiting Age for covered Children: Twenty-six (26) years, regardless of presence or absence of a child's financial dependency, residency, student status, employment status, marital status, eligibility for other coverage, or any combination of those factors. Other:

If Employer is an Illinois county, municipality, the State of Illinois, or subject to the Illinois School Code, this Limiting Age is extended to thirty (30) years, for unmarried eligible military personnel as described in the Employer's Plan.

- 8. Termination of coverage upon reaching the Limiting Age:
 - The last day of coverage is the day prior to the birthday.
 - The last day of coverage is the last day of the month in which the limiting age is reached.

The last day of coverage is the last day of the billing month.

The last day of coverage is the last day of the year (12/31) in which the limiting age is reached.

The last day of coverage is the day prior to the Employer's Anniversary Date.

Will coverage for a child who is medically certified as disabled and dependent on the employee terminate upon reaching the limiting age even if the child continues to be both disabled and dependent on the employee? No

However, such coverage shall be extended in accordance with any applicable federal or state law. The Employer will notify HCSC of such requirements.

9. Will extension of benefits due to temporary layoff, disability or leave of absence apply?

Yes (specify number of days below)	🗌 No	
Temporary Layoff: 0 days	Disability: <u>365</u> days	Leave of Absence: 365 days

However, benefits shall be extended for the duration of an Eligible Person's leave in accordance with an applicable federal or state law. The Employer will notify HCSC of such requirements.

10. Enrollment:

Special Enrollment: An Eligible Person may apply for coverage, Family coverage or add dependents within thirty-one (31) days of a Special Enrollment qualifying event if he/she did not previously apply prior to his/her Eligibility Date or when otherwise eligible to do so. Such person's Coverage Date, Family Coverage Date, and/or dependent's Coverage Date will be the effective date of the qualifying event or, in the event of Special Enrollment due to marriage or termination of previous coverage, then no later than the first day of the Plan Month following the date of receipt of the person's application of coverage.

An Eligible Person may apply for coverage within sixty (60) days of a Special Enrollment qualifying event in the case either of a loss of coverage under Medicaid or a state Children's Health Insurance program, or eligibility for group coverage where the Eligible Person is deemed qualified for assistance under a state Medicaid or CHIP premium assistance program.

Late Enrollment: An Eligible Person may apply for coverage, family coverage or add dependents if he/she did not apply prior to his/her Eligibility Date or did not apply when eligible to do so. Such person's Coverage Date, family Coverage Date, and/or dependent's Coverage Date will be a date mutually agreed to by the Claim Administrator and the Employer.

Open Enrollment: An Eligible Person may apply for coverage, family coverage or add dependents if he/she did not apply prior to his/her Eligibility Date or did not apply when eligible to do so, during the Employer's Open Enrollment Period. Such person's Coverage Date, family Coverage Date, and/or dependent's Coverage Date will be a date mutually agreed to by the Claim Administrator and the Employer. Such date shall be subsequent to the Open Enrollment Period.

Specify Open Enrollment Period: <u>November 1 through November 30 with an effective date of January 1 of the</u> following year.

Proprietary and Confidential Information of Claim Administrator

Not for use or disclosure outside Claim Administrator, Employer, their respective affiliated companies and third party representatives, except with written permission of Claim Administrator.

- 11. * Doès COBRA Auto Cancel apply? X Yes No
 - Member's COBRA/Continuation of Coverage will be automatically cancelled at the end of the member's eligibility period.

* Not recommended for accounts with automated eligibility.

Lines of Business (Check all applicable services)	NO CHANGES See Additional Comments
Medical Plan Services:	Consumer Driven Health Plan:
Participating Provider Option (PPO)	Health Care Account (HCA) Administrative
Blue Choice Select PPO	Services (if purchased, complete separate HCA BPA)
Blue Choice Options	☐ BlueEdge [™] FSA (Vendor: Select Vendor)
Blue Distinction [®] Flexible Network	HSA Eligible Health Plan (Vendor: Select Vendor)
Additional Services:	Prescription Drugs:
Blue Care Connection®	Covered under a pharmacy benefit (If selected, the PBM Fee Schedule Addendum must be attached and
🛛 Wellbeing Management	is part of this BPA.)
Wellness Incentives	Covered under the medical benefit or Blue Script
Health Advocacy Solutions	Pharmacy Network (Select one):
☐ Well onTarget [®]	⊠ Traditional Select Network
Blue Directions (Private Exchange) (If selected, the Blue Directions Addendum is attached and made	Advantage Network
a part of the Agreement.)	Preferred Network (Not offered with Blue Script)
Limited Fiduciary Services for Claims and Appeals	Elite Network (Not offered with Blue Script)
Other Select Product	Network on PBM Fee Schedule Addendum
Other Select Product	PPO Drug List: Basic Drug List
Other Select Product	Other (please specify):
Other Select Product	
Other	Prescription Drug Program Clinical Programs MTM (Retrospective) (Included with HAS)
Other	
	Ancillary Services:
	Dental Plan Services
	Vision Plan Services
	Stop Loss (if selected, complete separate Exhibit to the Stop Loss Coverage Policy)
	Dearborn National Life Insurance (if selected, complete separate Life application)
	COBRA Administrative Services (if selected, complete separate COBRA Administrative Services Addendum to the BPA)

FEE SCHEDULE

Payment Specifications		NGES 🔲 SEE		ROVISIONS
Employer Payment Method: 🔲 Online Bill Pay	🛛 Electroni	c 🗌 Aut	o Debit	Check
Employer Payment Period: 🗌 Weekly (cannot be	e selected if Chec	k is selected as	payment method	above)
🗌 Semi Monthly	🛛 Monthly			
Claim Settlement Period: 🛛 Monthly				
Run-Off Period: Employer Payments are to be mad Standard is twelve (12) months.	e for <u>12</u> months fo	bllowing end of	Fee Schedule Per	iod.
Fee Schedule Period: To begin on Effective Date or months, please specify: Months	f Coverage and co	ontinue for 12 m	onths. If other the	ın 12
Administrative Per Employee Per Month (PEPM) Charges		IGES 🗌 SEE	ADDITIONAL PR	OVISIONS
	РРО			
Administrative Fee	\$ <u>50.27</u>	\$	\$	\$
Dental	\$	\$	\$	\$
Limited Fiduciary Services	\$	\$	\$	\$
Health Advocacy Solutions	\$	\$	\$	\$
Wellbeing Management	\$	\$	\$	\$
Management of the Virtual Visits Program	\$	\$	\$	\$
*Rebate Credit for the Prescription Drug Program	\$ <u>-39.89</u>	\$	\$	\$
MTM (Retrospective) (No cost if both HAS and Prescription Drug Program are elected)	\$	\$	\$	\$]
Commissions	\$	\$	\$	\$
Other: Select Service Category List Service:	\$	\$	\$	\$
Other: Select Service Category List Service:	\$	\$	\$	\$
Other: Select Service Category List Service:	\$	\$	\$	\$
Other: Select Service Category List Service:	\$	\$	\$	\$
Miscellaneous:	\$	\$	\$	\$
Miscellaneous:	\$	\$	\$	\$
Total	\$10.38	\$	\$	\$

*The Rebate Credit is a per Covered Employee per month credit applied to the monthly billing statement. The Employer and Claim Administrator have agreed to the Rebate Credit and Employer agrees that it and its group health plan have no right to, or legal interest in, any portion of the rebates, either under the pharmacy benefit or the medical benefit, actually provided by the Pharmacy Benefit Manager (PBM) to Claim Administrator and consents to Claim Administrator's retention of all such rebates. The Rebate Credit will be provided from Claim Administrator's own assets and may or may not equal the entire amount of rebates actually provided to Claim Administrator by the PBM or expected to be provided. Rebate

Proprietary and Confidential Information of Claim Administrator

Not for use or disclosure outside Claim Administrator, Employer, their respective affiliated companies and third party representatives, except with written permission of Claim Administrator.

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Credits shall not continue after termination of the Prescription Drug Program. Employer agrees that any provision in the governing Administrative Services Agreement to the contrary is hereby superseded.

Administrative Line Item Charges	Frequency	Amount
Other: Select Service Category List Service:	Select Billing Frequency If applicable, describe other:	\$
Other: Select Service Category List Service:	Select Billing Frequency If applicable, describe other:	\$
Other: Select Service Category List Service:	Select Billing Frequency If applicable, describe other:	\$
Other: Select Service Category List Service:	Select Billing Frequency If applicable, describe other:	\$
Miscellaneous:	Select Billing Frequency If applicable, describe other:	\$
Miscellaneous:	Select Billing Frequency If applicable, describe other:	\$
	Total:	\$

Claim Administrator Provider Access Fee(s) 🛛 🛛 NO CHANGES 🔲 SEE ADDITIONAL PROVISIONS

Group Number(s): P14688

X % of ADP Savings: 1.57%

\$ per Covered Employee per month: \$

Group with multiple Provider Access Fees by services (e.g., CMM, and/or PPO plans):

Group Number(s):

% of ADP Savings:

Sper Covered Employee per month: \$

BlueCard Program/Network access fees: Available upon request.

%

Other Service and/or Program Fee(s)

⊠ NO CHANGES □ SEE ADDITIONAL PROVISIONS

External Review Coordination: Yes No If yes, coordination fee: \$700 for each external review requested by a Covered Person that the Claim Administrator coordinates for the Employer in relation to the Employer's Plan. Employer elects the following process: State of Illinois External Review Process Federal Affordable Care Act Process

Reimbursement Service: X Yes I No

If yes: The Employer has elected to utilize the reimbursement service offered by the Claim Administrator, the Corporate Reimbursement Subrogation department. It is understood and agreed that in the event the Claim Administrator makes a recovery on a third-party liability claim, the Claim Administrator will retain 25% of any recovered amounts other than recovered amounts received as a result of or associated with any Workers' Compensation Law.

Claim Administrator's Third Party Recovery Vendors and Law Firms (other than Reimbursement Services): Employer will pay no more than 25% of any recovered amount made by Claim Administrator's Third Party Recovery Vendor. Employer will pay no more than 35% of any recovered amount made by Claim Administrator's third party law firm.

Alternative Compensation Arrangements: Employer acknowledges and agrees that Claim Administrator has Alternative Compensation Arrangements with contracted Providers, including but not limited to Accountable Care Organizations and other Value Based Programs. Further information concerning Employer's payment for covered services under such Arrangements is described in the Administrative Services Agreement.

Not for use or disclosure outside Claim Administrator, Employer, their respective affiliated companies and third party representatives, except with written permission of Claim Administrator. **Virtual Visits Program:** Yes No If yes, Covered Persons would be able to obtain certain Covered Services remotely via video or audio only (where available) capability from Providers participating in the Virtual Visit program.

Termination Administrative Charge

As applies to the Run-Off Period indicated in the Payment Specifications section above:

- i. For service charges (including, but not limited to, access fees) billed on a per Covered Employee basis at the time of termination of the Agreement or partial termination of Covered Employees, the Termination Administrative Charge will be the amount equal to ten percent (10%) of the annualized charges based on the service charges in effect as of the termination date or date of partial termination and the Plan participation of the two (2) months immediately preceding the termination date or date of partial termination. Such aggregate amount will be due the Claim Administrator within ten (10) days of the Claim Administrator's notification to the Employer of the Termination Administrative Charge described herein.
- ii. For service charges (including, but not limited to, access fees) billed on a basis other than per Covered Employee at the time of termination of the Agreement or partial termination of Covered Employees, the Termination Administrative Charge will be such service charges in effect at the time of termination of the Agreement or partial termination of Covered Employees to be applied and billed by the Claim Administrator, and paid by the Employer, in the same manner as prior to termination of the Agreement or partial termination of Covered Employees.

Other Provisions

□ NO CHANGES □ SEE ADDITIONAL PROVISIONS

- 1. Summary of Benefits & Coverage:
 - a. Will Claim Administrator create Summary of Benefits & Coverage (SBC)?
 - Yes. Please answer question b. The SBC Addendum is attached.
 - No. If No, then skip question b and refer to the Administrative Services Agreement for further information.
 - b. Will Claim Administrator distribute the Summary of Benefits & Coverage (SBC) to participants and beneficiaries?
 - No. Claim Administrator will create SBC (only for benefits Claim Administrator administers under the Agreement) and provide SBC to Employer in electronic format. Employer will then distribute SBC to participants and beneficiaries (or hire a third party to distribute) as required by law.
 - Yes. Claim Administrator will create SBC (only for benefits Claim Administrator administers under the Agreement) and provide SBC to Employer in electronic format. Employer will then distribute to participants and beneficiaries as required by law, except that Claim Administrator will send the SBC in response to the occasional request received directly from individuals.
 - Yes. Claim Administrator will create SBC (only for benefits Claim Administrator administers under the Agreement) and distribute SBC to participants and beneficiaries via regular hardcopy mail or electronically. Distribution Fee for hardcopy mail is \$1.50 per package. The distribution fee will not apply to SBCs that Claim Administrator sends in response to the occasional request received directly from individuals.
- 2. Massachusetts Health Care Reform Act:

Does the Employer direct Claim Administrator to provide written statements of creditable coverage to its Covered Employees who reside, or have enrolled dependents who reside, in Massachusetts and file electronic reports to the Massachusetts Department of Revenue in a manner consistent with the requirements under the Massachusetts Health Care Reform Act? \Box Yes \boxtimes No

If no: The Employer acknowledges it will provide written statements and electronic reporting to the Massachusetts Department of Revenue as required by the Massachusetts Health Care Reform Act.

- 15-10
- 3. Case Management Program: X Yes No The undersigned representative authorizes provision of alternative benefits for services rendered to Covered Persons for Utilization Management, Case Management, and other health care management programs.
- 4. Employer acknowledges and agrees to utilize Claim Administrator's standard list of services and supplies for which pre-notification or preauthorization is required: ⊠ Yes □ No If no, Employer authorizes Claim Administrator to post Employer's pre-notification or preauthorization requirements on Claim Administrator's Website: □ Yes □ No
- 5. Essential Health Benefits ("EHB") Election:

Employer elects EHBs based on the following:

⊠1. EHBs based on a HCSC state benchmark: ⊠ Illinois	🗌 Oklahoma	Montana	🗌 Texas	🗌 New
Mexico				

2. EHBs based on benchmark of a state other than IL, MT, NM, OK and TX If so, indicate the state's benchmark that Employer elects:

3. Other EHB, as determined by Employer

In the absence of an affirmative selection by Employer of its EHBs, then Employer is deemed to have elected the EHBs based on the Illinois benchmark plan.

- 6. This ASO BPA is binding on both parties and is incorporated into and made a part of the Administrative Services Agreement with both such documents to be referred to collectively as the "Agreement" unless specified otherwise.
- 7. Producer/Consultant Compensation

The Employer acknowledges that if any producer/consultant acts on its behalf for purposes of purchasing services in connection with the Employer's Plan under the Administrative Services Agreement to which this ASO BPA is attached, the Claim Administrator may pay the Employer's producer/consultant a commission and/or other compensation in connection with such services under the Agreement. If the Employer desires additional information regarding commissions and/or other compensation paid the producer/consultant by the Claim Administrator in connection with services under the Agreement, the Employer should contact its producer/consultant.

Additional Provisions: Effective 12/1/19 - Group will change from Blue Care Connection to Well Being Management Enable. PA penalty is None.

"Section 1557. Employer has informed Claim Administrator that neither Employer nor Employer's benefit plan is regulated by Section 1557 of the Affordable Care Act, including but not limited to the related Final Rule. Employer has also informed Claim Administrator that Employer's benefit plan is not required to cover gender reassignment(i) under applicable law, or (ii) under the terms of Employer's plan documents. Employer acknowledges that Employer, and not Claim Administrator, is responsible for providing members with proper notice of Employer's benefit decisions and changes.

Employer has directed BCBSIL to process claims with dates of services on or after 12/1/2019 to exclude coverage of the above items and services. In no event shall Claim Administrator be responsible or liable for any legal, tax or other ramifications related to or arising from Employer's decisions or its interpretations or application of applicable law. Employer confirms that it has consulted with its own legal advisors with respect to any of the matters described in this Section, including, but not limited to, discrimination laws. Employer will promptly notify Claim Administrator if the legal basis for Employer's coverage exclusion in this Section changes.

Proprietary and Confidential Information of Claim Administrator

Not for use or disclosure outside Claim Administrator, Employer, their respective affiliated companies and third party representatives, except with written permission of Claim Administrator.

HCSC IL GEN ASO BPA (Rev. 06/18)

Employer shall indemnify and hold harmless Claim Administrator and any of its directors, officers, affiliates and employees ("Claim Administrator Parties") against any and all claims, losses, liability, damages, fines, penalties, taxes, expenses (including attorney's' fees and costs) and/or other costs or obligations resulting from or arising out of any claims, lawsuits, demands, governmental inquiries or actions, settlements or judgments brought or asserted against Claim Administrator Parties in connection with any of the matters described in this Section, including, but not limited to, Employer's interpretation and application of applicable laws and any directives to Claim Administrator regarding same. Employer agrees to defend Claim Administrator Parties, using counsel acceptable to Claim Administrator, in any claim, lawsuit, demand, governmental inquiry or action, settlement or judgment to which this Section applies. Moreover, Claim Administrator, at its sole discretion, may elect to participate in the defense of its own interests in any such action for which it is entitled to indemnification hereunder, using attorneys selected by Claim Administrator, at Employer's expense.

If there is a change in the laws, rules, regulations, guidance (whether formal or informal) or interpretations related to applicable laws or which otherwise impacts the Employer's application or interpretation thereof, the parties agree that the provisions of this Section may be revisited and are subject to amendment upon mutual agreement of the parties. Employer's obligations under this Section shall survive termination or expiration of this BPA and Agreement. The Employer's obligations in this Section are in addition to and do not supersede or take the place of Employer's obligations in the governing Agreement. Employer's obligations under this Section shall survive termination or expiration of this BPA and Agreement."

Signature

EIIII DICKEIS	Erin	Bickers
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Sales Representative		
848	217-637-1800	
District	Phone & FAX Numbers	
Maripat Cline		
Producer Representative	2	
BPA - Troxell		
Producer Firm	<u></u>	
214 S. Grand Avenue	West, Springfield, IL 62704	
Producer Address		
217-528-7533 (P) 217	7-528-1041 (F)	
Producer Phone & FAX	Numbers	
mcline@troxellins.com		
Producer Email Address		
37-0902741		
Tax I.D. No.		

 Signature of Authorized Purchaser

 Print Name

 Title

 Date

PROXY

The undersigned hereby appoints the Board of Directors of Health Care Service Corporation, a Mutual Legal Reserve Company, or any successor thereof ("HCSC"), with full power of substitution, and such persons as the Board of Directors may designate by resolution, as the undersigned's proxy to act on behalf of the undersigned at all meetings of members of HCSC (and at all meetings of members of any successor of HCSC) and any adjournments thereof, with full power to vote on behalf of the undersigned on all matters that may come before any such meeting and any adjournment thereof. The annual meeting of members is scheduled to be held each year in the corporate headquarters on the last Tuesday of October at 12:30 p.m. Special meetings of members may be called pursuant to notice provided to the member not less

Proprietary and Confidential Information of Claim Administrator

Not for use or disclosure outside Claim Administrator, Employer, their respective affiliated companies and third party representatives, except with written permission of Claim Administrator.

HCSC IL GEN ASO BPA (Rev. 06/18)

A Division of Health Care Service Corporation, a Mutual Legal Reserve Company, an Independent Licensee of the Blue Cross and Blue Shield Association

than thirty (30) nor more than sixty (60) days prior to such meetings. This proxy shall remain in effect until revoked in writing by'the undersigned at least twenty (20) days prior to any meeting of members or by attending and voting in person at any annual or special meeting of members.

From time to time, HCSC pays indemnification or advances expenses to directors, officers, employees or agents consistent with HCSC's bylaws then in force and as otherwise required by applicable law.

Group No.:	_P14688	By:	Print Sigr	ner's Name He	ere		
			Signature	and Title			
Group Name:	Sangamon County						
Address:	200 South Ninth Stree	et, Roo	m 205				
City:	Springfield		State:	IL	ZIP:	62701- 1965	
Dated this	day of	Mont	h	Year			

1512



BlueCross BlueShield of Illinois

EXHIBIT TO THE STOP LOSS COVERAGE POLICY

Employer Group Name:	Sangamon County			
Employer Group Address:	200 South Ninth Street			
City:	SpringfieldState of Situs: ILZip Code: 62701			
Account Number:	<u>014688</u>			
Employer Group Number(s):	<u>P14688</u>			
Current Effective Date of Policy	<u>12/01/2019</u>			
Current Policy Period: These specifications are for the	Policy Period commencing on 12/01/2019 and ending on 11/30/202			
1. 🗌 New Coverage 🛛 🛛 Renewal of Existi	ing Coverage			
2. Stop Loss Coverage during the current Policy Pe	riod:			
New Coverage (Select one from below):				
Incurred and paid during the Policy Period:	ms incurred and paid from to			
Run-in coverage: Clair	ms incurred from to			
and	Claims paid from to			

If coverage is for claims incurred prior to the effective date of the Policy and paid by Policyholder's prior claim administrator, then such claims must be reported by the Policyholder to the Company (Blue Cross and Blue Shield of Illinois, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company) and paid by the Policyholder's prior claim administrator by the end of the current Policy Period.

Renewal of Existing Coverage:

Claim Administrator's Claims: Claims incurred on or after the original Effective Date of Policy and paid during the Policy Period.

3. Aggregate Stop Loss Coverage shall apply to:

Medical Claims	🛛 Vision Claims
Outpatient Prescription Drug Claims with Company's Pharmacy Benefit Manager	Dental Claims
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Outpatient Prescription Drug Claims with Policyholder's Pharmacy Benefit Manager:

For Hospital Employer Groups only: *Excludes* _____% of Home Hospital Medical claims

Other (please specify):

4. Average Claim Value: <u>\$1,002.57</u> (per Employee per month)

☑ Includes Claim Administrator's Provider Access Fee
 ☑ Excludes Claim Administrator's Provider Access Fee

Attachment Factor: 115% of the Average Claim Value

- 5. Aggregate Attachment Claim Liability:
 - a. Employer's Claim Liability for each Policy Period shall be the sum of the Monthly amounts obtained by multiplying the number of Individual and Family Coverage Units for each Month by the following factor:

\$1,152.96 for each Coverage Unit

\$n/a for each Family Coverage Unit

6. Aggregate Stop Loss Coverage includes coverage of Run-Off Paid Claims: X Yes 🗌 No

Run-Off Attachment Claim Liability Factors:

Employer's Run-Off Claim Liability shall be an amount equal to 15% of the annualized Employer Claim Liability based on the participation of the two (2) calendar months immediately preceding termination. Settlement for the final accounting period will be described in the section of the Policy entitled SETTLEMENTS.

- 7. Aggregate Stop Loss Claims:
 - a. The amount of Paid Claims during the current Policy Period, less Individual (Specific) Stop Loss Claims if any, that exceeds the Aggregate Point of Attachment. The Aggregate Point of Attachment shall equal the sum of the Employer's Claim Liability amounts calculated Monthly as described in item A.5. above for the current Policy Period. However, for the current Policy Period the minimum Aggregate Point of Attachment shall be \$7,695,319.
 - b. The following applies if the answer to item A.6. above is "Yes" (Aggregate Stop Loss Coverage includes coverage of Run-Off Paid Claims):

In the event of termination at the end of the current Policy Period, Aggregate Stop Loss Coverage shall equal the amount of Final Settlement Paid Claims that exceed the Final Settlement Aggregate Point of Attachment. Final Settlement Paid Claims shall equal the sum of the Paid Claims during the Final Policy Period and the Paid Claims during the Run-Off Period, less Individual (Specific) Stop Loss Claims, if any. The Final Settlement Point of Attachment shall equal the sum of the Employer's Claim Liability amount for the Final Policy Period and the Employer's Run-Off Claim Liability calculated as described in items A.5. and A.6. above. However, for the Final Settlement Period the minimum Aggregate Point of Attachment in item A.7.a. above increased by 15%.

- c. The amount of "Run-in" Claims that is excluded from Individual (Specific) Stop Loss Coverage in item B.2. is also not eligible for Aggregate Stop Loss coverage.
- 8. Stop Loss Premium (Select one):

Annual Premium (Due on the first day of the current Policy Period): \$69,890.

The following applies if the answer to item A.6. above is "Yes" (Aggregate Stop Loss Coverage includes coverage of Run-Off Paid Claims): In the event of termination at the end of the current Policy Period, an additional premium amount equal to 15% of the Annual Premium will be due within ten (10) calendar days of receipt of the billing.

Monthly Premium shall be equal to the amounts obtained by multiplying the number of Individual and Family Coverage Units for a particular Month by:

\$_____ for each Coverage Unit



\$_____ for each Family Coverage Unit

:

The following applies if the answer to item A.6. above is "Yes" (Aggregate Stop Loss Coverage includes coverage of Run-Off Paid Claims):

In the event of termination at the end of the current Policy Period, an additional Premium amount equal to 15% of the annualized Premium based on the participation of the two (2) months immediately preceding termination will be due within ten (10) calendar days of receipt of the billing.

9. The premium is based upon a current membership of <u>409</u> Individual Coverage Units and <u>209</u> Family Coverage Units.

В.	Individual (Specific) Stop Loss Coverage: Xes INO If yes, complete items 1. through 6. below.								
	1.	🗌 New (Coverage	🛛 F	Renewal o	f Existing	Coverag	е	
	2.	Stop Loss	Coverage during	the c	urrent Po	licy Perio	d:		
	New Coverage (Select one from below):								
] Incurred and pa uring the Policy eriod:	id	Claims i	ncurred a	nd paid fi	rom	to
		C] Run-in coverag	e:	Claims i	ncurred fr	om	to	
					and Clai	ms paid f	rom	to	

If coverage is for claims incurred prior to the effective date of the Policy and paid by Policyholder's prior claim administrator, then such claims must be reported by the Policyholder to the Company (Blue Cross and Blue Shield of Illinois, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company) paid by the Policyholder's prior claim administrator by the end of the current Policy Period.

Renewal of Existing Coverage:

Claim Administrator's Claims: Claims incurred on or after the original Effective Date of Policy and paid during the Policy Period.

3. Individual (Specific) Stop Loss Coverage shall apply to:

🔀 Medical Claims	🛛 Vision Claims
I Outpatient Prescription Drug Claims with Company's Pharmacy Benefit Manager	Dental Claims
Outpatient Prescription Drug Claims with Policyholder's Pharmacy Benefit Manager	

For Hospital Employer Groups only: *Excludes* _____% of Home Hospital Medical claims

- Other (please specify):
- 4. Individual (Specific) Stop Loss Claims

For each other Covered Person:

a. Individual (Specific) Stop Loss Coverage equals the amount of Paid Claims for a Covered Person during the current Policy Period in excess of the Individual Point of Attachment of \$125,000 per Covered Person. Such amount shall apply for the current Policy Period.

Point of Attachment 🛛 Includes Claim Administrator's Provider Access Fee

Excludes Claim Administrator's Provider Access Fee

- b. Employer's Claim Liability equals the sum of Paid Claims for a Covered Person during the current Policy Period up to the Point of Attachment specified in item B.4.a. above.
- 5. Individual (Specific) Stop Loss Coverage includes coverage of Run-Off Paid Claims: X Yes No

The following applies if the answer to item B.5. above is "Yes" (Individual Stop Loss Coverage includes coverage of Run-Off Paid Claims):

- a. In the event of termination at the end of the current Policy Period, Individual (Specific) Stop Loss Coverage shall equal the amount of Final Settlement Paid Claims that exceed the Point of Attachment specified in B.4. above. Final Settlement Paid Claims shall equal the sum of Paid Claims for a Covered Person during the Final Policy Period and the Run-Off Period (beginning on <u>12/1/2020</u> and ending on <u>11/30/2021</u>.
- b. In the event of termination at the end of the current Policy Period, Employer's Final Settlement Claim Liability equals the sum of Paid Claims for a Covered Person during the Final Policy Period and Run-Off Period up to the Point of Attachment specified in item B.4.a. above.

Settlement for the final accounting period will be described in the section of the Policy entitled SETTLEMENTS.

6. Stop Loss Premium (select one):

Annual Premium (Due on the first day of the current Policy Period): \$_____

The following applies if the answer to item B.5. is "Yes" (Individual (Specific) Stop Loss Coverage includes coverage of Run-Off Paid Claims): In the event of termination at the end of the current Policy Period, an additional premium amount equal to 20% of the Annual Premium will due within ten (10) calendar days of receipt of the billing.

Monthly Premium shall be equal to the amounts obtained by multiplying the number of Individual and Family Coverage Units for a particular Month by:

\$111.12 for each Coverage Unit

\$n/a for each Family Coverage Unit

The following applies if the answer to item B.5. above is "Yes" (Individual (Specific) Stop Loss Coverage includes coverage of Run-Off Paid Claims): In the event of termination at the end of the current Policy Period, an additional premium amount equal to 20% of the annualized Premium based on the participation of the two (2) months immediately preceding termination will be due within ten (10) calendar days of receipt of the billing.

7. The premium is based upon a current membership of <u>409</u> Individual Coverage Units and <u>209</u> Family Coverage Units.

Additional Provisions:

Retirees Covered: Yes D No

No changes at the renewal

The undersigned person represents that he/she is authorized and responsible for purchasing stop loss coverage on behalf of the Employer. It is understood that the actual terms and conditions of coverage are those contained in this Exhibit and the Stop Loss Coverage Policy into which this Exhibit shall be incorporated at the time of acceptance by Blue Cross and Blue Shield of Illinois, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company ("HCSC"). Upon acceptance, HCSC shall issue a Stop Loss Coverage Policy to the Employer. Upon acceptance of this Exhibit and issuance of the Stop Loss Coverage Policy, the Employer shall be referred to as the "Policyholder." Erin Bickers Sales Representative

Erica Rocque Name of Underwriter

Signature of Underwriter

Signature of Authorized Purchaser

Title of Authorized Purchaser

Date

INTERNAL USE ONLY	Date Application approved by Underwriting:
	Name of Underwriter:

e.

Sangamon County			
Term: 12/01/2019-11/30/20	Employees: 618		
Guaranteed Traditional Aggregate Price			
Traditional Select Network and RETAIL	Basic Drug List		
Brand	Generic		
AWP minus	AWP minus		
19.25%	82.55%		
19.25% DISPENSING FEE	82.33%		
Brand	Generic		
\$1.05	\$1.05		
MAIL			
Brand	Generic		
AWP minus	AWP minus		
22.25%	82.85%		
DISPENSING FEE:	\$0.00		
EXTENDED SUPPLY NETWORK ("ESI	N"} (If Applicable)		
Brand	Generic		
AWP minus	AWP minus		
21.05%	81.95%		
DISPENSING FEE:	\$0,00		
Aggregate Specialty Dis	count		
Pricing based on Employer's use of the Prime Specialty network	AWP minus: 18.00%		
DISPENSING FEE:	\$0.00		
Rebate Credits to Emp	loyer:		
PEPM Rebate Credits to Employer:	\$39.89		
Employer Administratio	n Fees:		
PBM Administration Fees PEPM:	\$0.00		

PBM Fee Schedule Addendum to the Benefit Program Application

Additional Provisions:

¹ Employer will be billed for retail brand and retail generic prescriptions, mail brand and mail generic prescriptions, ESN brand and ESN generic, and Specialty pharmacy claims (excluding compound prescriptions) based on the lesser of (a) U&C or (b) PBM's adjudication rate schedule(s) that is/are intended to achieve, on an aggregate calendar-year basis, the AWP discounts and Dispensing Fees shown above for all of Claim Administrator's group customers that have purchased the above specific pricing arrangement ("Groups with the Pricing Arrangement") and use the above Network (the "Employer's Contract Rates").

For purposes of setting Employer's Contract Rates and calculating whether the AWP discounts and Dispensing Fees have been achieved:

- a. "Brand" products include "Brand Drugs" as defined in the PBM Exhibit and also include generic products that are available from no greater than three (3) generic
- manufacturers; and
- b. "Generic" products include all products not defined in (a), above, as "Brand" products.

Employer acknowledges and agrees that Employer's Contract Rates may vary based on market influences and as necessary to achieve the AWP discounts and Dispensing Fees shown above, on an aggregate calendar year basis, for Groups with the Pricing Arrangement that use the above Network. However, such variation for Brand products in each of the Retail, Mail, and ESN categories (on an aggregate annual basis) may only vary by +/-3% from the applicable AWP discount shown above.

Employer will be billed the above Dispensing Fee (such Fee may be included in the amount billed to Employer) unless the Employer is billed based on the U&C price. If the Employer is billed based on the U&C price, then the Dispensing Fee is included in such U&C price.

Employer will be billed for Compound Drug claims based on the applicable discounted rate in the Network Contract.

Employer will be billed for Foreign Claims based on an amount equal to the amount billed by the pharmacy.

Employer will be billed for out-of-network claims based on the pricing set forth in the Administrative Services Agreement and/or PBM Exhibit, as applicable.

If the AWP discounts and Dispensing Fees shown above are not achieved for a particular calendar year, for Groups with the Pricing Arrangement that use the above Network, then Employer will be credited, no later than 180 days after the end of each calendar year during the Term, an amount calculated as follows:

- First, the total aggregate shortfall dollar amount for the calendar year for Groups with the Pricing Arrangement that use the above Network will be calculated by comparing the actual performance of each of the above categories (Retail, Mail, ESN, and Specialty) with the corresponding AWP discounts and Dispensing Fees shown above for each category. The amount of any performance in any category that exceeds the above AWP discounts and Dispensing Fees will be used to offset any and all shortfall(s) in any or all categories. The above aggregate shortfall, if any, is then divided by total claims for Groups with the Pricing Arrangement that use the above Network, and did not terminate their Addendum prior to their anniversary date, for the calendar year ("Per Claim Amount"). Then the Per Claim Amount will be multiplied by Employer's total claims for that calendar year to calculate the reconciliation credit. However, if Employer terminates this Addendum prior to its anniversary date and the above Guaranteed Traditional Ageregate Pricing Arrangement is not achieved, then Employer will not be eligible to receive such credit.

- For purposes of determining if a shortfall exists, claims billed to Employer based on the U&C price will be considered to have \$0.00 Dispensing Fees.

- Compound Drug claims, Foreign Claims, reversed claims, and out-of-network claims are excluded from the calculation of whether the AWP discounts and Dispensing Fees shown above have been achieved and also are excluded from the calculation of any shortfall credit for Employer.

- If the AWP discounts and Dispensing Fees shown above are exceeded for Groups with the Pricing Arrangement that use the above Network, then Employer will not receive any credit, and there will not be a year-end settlement.

- Under the Guaranteed Traditional Aggregate Pricing Arrangement any particular group customer's experience relative to the pricing guarantees will not determine its eligibility for a credit. Group customer's eligibility for a credit is determined based on the aggregate experience of all group customers that have purchased the Pricing Arrangement and use the above Network. As such, an individual group customer may have experience that does not meet, or exceeds, the AWP discounts and Dispensing Fees shown above. In addition, when there is a reconciliation credit, it is allocated in a manner described above and not based on any particular group's experience (other than number of claims).

PBM uses Medi-Span as the pricing source to establish AWP, for purposes of calculating whether the above AWP discounts have been achieved.

Members' cost share is the applicable copayment, deductible, and/or coinsurance, which coinsurance is calculated based on the Employer's Contract Rate or the applicable out-of-network pricing. Zero balance logic is not employed.

AWP discounts are based on the actual NDC-11 dispensed.

AWP discounts do not include savings from drug utilization review or other clinical or medical management programs.

The above Guaranteed Traditional Aggregate Pricing Arrangement, Rebate Credits and Administrative Fees may be subject to change if the Employer's claims include 340B pricing.

In addition to the rights of the parties under the PBM Exhibit, if changes occur within the pharmacy benefit management marketplace which lead to a significant deviation from the current economic environment, both parties agree to engage in good faith negotiations to amend this Addendum to make impact on both parties commercially reasonably economically neutral. If the parties cannot agree on the terms of the amendment, either party shall be allowed to (a) proceed to dispute resolution, as set forth in the Administrative Services Agreement or (b) terminate this Addendum with 90 days' prior written notice to the other party. Failure to reach agreement on the amendment shall not be a breach of contract.

The above Guaranteed Traditional Aggregate Pricing Arrangement, Rebate Credits and Administrative Fees are based on the Network and Drug List shown above.

Unless otherwise specified in this Addendum, capitalized terms used in this Addendum shall have the meanings set forth in the Administrative Services Agreement or the PBM Exhibit, as applicable.

• Employer Payments to Claim Administrator for Covered Services provided by Network Participants are calculated based on the pricing terms set forth in this Addendum which shall remain in effect for the term of this Addendum to the extent described in the Administrative Services Agreement. Such pricing may or may not equal the amounts actually paid to the Network Participants or received from drug manufacturers (e.g., rebates), or the amounts paid or received between Claim Administrator and the PBM. As a result, the PBM or Claim Administrator may realize positive margin on prescriptions filled at retail, mail order, ESN or specialty pharmacies or prescription drug rebates. Employer acknowledges that it has negotiated for the specific traditional pricing terms set forth in this Addendum, and that it and its group health plan have no right to, or legal interest in, any portion of any positive margin retained by Claim Administrator or PBM and consents to Claim Administrator's and PBM's retention of all such amounts.

Signature of Authorized Purchaser

Print Name

Title

Date