

B. Other Data Exchanges and Notifications

Employer will exchange with Florida Blue all data not otherwise addressed in this Section IX and any notification by using such forms, tape formats, or electronic formats as Florida Blue may approve. Employer will furnish all information reasonably required by Florida Blue to effect such data exchanges or notifications.

X. SUMMARY HEALTH INFORMATION

Upon Employer's written request for the purpose either (A) to obtain premium bids for providing health insurance coverage under GHP, or (B) to modify, amend, or terminate GHP, Florida Blue will provide Summary Health Information regarding the Covered Persons participating in GHP to Employer.

XI. EMPLOYER'S CERTIFICATION

Employer hereby makes the certification specified in **EXHIBIT 2** so that Employer may request and receive the minimum necessary Protected Health Information from Florida Blue for those plan administration functions that Employer will perform for GHP. GHP therefore authorizes Florida Blue to disclose the minimum necessary Protected Health Information to those authorized representatives of Employer as specified in **EXHIBIT 3** for the plan administration functions that Employer will perform for GHP as specified in GHP's Plan Document as amended and in **EXHIBIT 3**. Florida Blue may rely on Employer's certification and GHP's authorization that Employer has provided the requisite certification and will have no obligation to verify (1) that GHP's Plan Document has been amended to comply with the requirements of 45 C.F.R. § 164.504(f)(2), 45 C.F.R. § 164.314(b)(2), or this Section XI, or (2) that Employer is complying with GHP's Plan Document as amended.

PART 4—MISCELLANEOUS

XII. AUTOMATIC AMENDMENT TO CONFORM TO APPLICABLE LAW

Upon the compliance date of any final regulation or amendment to final regulation with respect to Protected Health Information, Standard Transactions, the security of Health Information, or other aspects of HIPAA-AS applicable to this Addendum or to the Agreement, this Addendum will automatically amend such that the obligations imposed on Employer, GHP, and Florida Blue remain in compliance with such regulations, unless Florida Blue elects to terminate the Agreement by providing Employer and GHP notice of termination in accordance with the Agreement at least **90** days before the compliance date of such final regulation or amendment to final regulation.

XIII. CONFLICTS

The provisions of this Addendum will override and control any conflicting provision of the Agreement. All nonconflicting provisions of the Agreement will remain in full force and effect.

XIV. ADD GHP AS A PARTY TO AGREEMENT

Notwithstanding Section 3.1 of the Agreement, in order to make clear the respective HIPAA-AS compliance obligations of Florida Blue, GHP, and Employer, as set forth in this Addendum, GHP shall hereby be added as a separate party to the Agreement.

XV. REVISION TO SECTION 3.3

The first sentence of Section 3.3 of the Agreement shall be deleted and replaced as follows: "The Florida Blue shall provide claims processing services on behalf of the Group Health Plan."

XVI. REVISION TO SECTION 3.6

In order for GHP to be able to comply with its obligations under the HIPAA-AS Privacy and Security Rules and for Employer and Florida Blue to be able to comply with their obligations hereunder, the terms and conditions of Section 3.6 of the Agreement, and any subsequent amendments made thereto by the parties, shall be made subject to this Addendum.

XVII. REVISION TO SECTION 6.6

Section 6.6 of the Agreement shall be given effect except with respect to the subject matter of this Addendum, in which case Section XIII of this Addendum shall control.

XVIII. COMPLIANCE DATE FOR SECURITY OBLIGATIONS

Florida Blue's security obligations as set forth in Sections III.F, III.H.2, and VII.B herein shall take effect the later of (A) the last date set forth in PART 5 below or (B) the compliance deadline of the HIPAA-AS Security Rule (which is, as of the date hereof, April 20, 2005 or April 20 2006 for Small Health Plans).

XVIX. HITECH COMPLIANCE

Florida Blue shall comply with all applicable requirements of Title XIII, Subtitle D of the Health Information Technology for Economic and Clinical Health Act ("HITECH"), 42 U.S.C. Sections 17921-17954 and all applicable HITECH implementing regulations issued by the Department of Health and Human Services as of the date by which Florida Blue must comply with such statutory and regulatory requirements.

PART 5—SIGNATURES

BLUE CROSS AND BLUE SHIELD
OF FLORIDA D/B/A FLORIDA BLUE:

CITY OF GAINESVILLE
GROUP HEALTH PLAN:

By: *Lynn Espino*
Title: VP Sales Operations
Date: 7/1/15

By: *[Signature]*
Title: Pres Mgt Dr.
Date: 7/8/2015

CITY OF GAINESVILLE:

By: *[Signature]*
Title: City Manager
Date: 7-9-15

Approved as to Form and Legality
By: *Nicolle M. Shalley*
Nicolle M. Shalley
City Attorney

EXHIBIT 1—SAMPLE NOTICE OF PRIVACY PRACTICES

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION.

PLEASE REVIEW IT CAREFULLY.

This Notice is effective as of September 03, 2013.

We (Blue Cross and Blue Shield of Florida, Inc., d/b/a/ Florida Blue and Health Options, Inc., d/b/a Florida Blue HMO, collectively referred to as Florida Blue in this Notice) understand the importance of, and are committed to, maintaining the privacy of your protected health information (PHI). PHI is health and nonpublic personal financial information that can reasonably be used to identify you and that we maintain in the normal course of either administering your employer's self-insured group health plan or providing you with insured health care coverage and other services. PHI also includes your personally identifiable information that we may collect from you in connection with the application and enrollment process for health insurance coverage.

We are required by applicable federal and state laws to maintain the privacy of your PHI. We are also required to provide you with this Notice which describes our privacy practices, our legal duties, and your rights concerning your PHI. We are required to follow the privacy practices that are described in this Notice while it is in effect.

We reserve the right to change our privacy practices and the terms of this Notice at any time and to make the terms of our revised Notice effective for all of your PHI that we either currently maintain or that we may maintain in the future. If we make a significant change in our privacy practices, we will post a revised Notice on our web site by the effective date, and provide the revised Notice, or information about the change and how to get the revised Notice, to covered individuals in our next annual mailing.

How we protect your PHI:

- Our employees are trained on our privacy and data protection policies and procedures;
- We use administrative, physical and technical safeguards to help maintain the privacy and security of your PHI;
- We have policies and procedures in place to restrict our employees' use of your PHI to those employees who are authorized to access this information for treatment or payment purposes or to perform certain healthcare operations; and
- Our corporate Business Ethics, Integrity & Compliance division monitors how we follow our privacy policies and procedures.

How we must disclose your PHI:

- **To You:** We will disclose your PHI to you or someone who has the legal right to act on your behalf (your personal representative) in order to administer your 'Individual Rights' under this Notice.
- **To The Secretary of the Department of Health and Human Services (HHS):** We will disclose your PHI to HHS, if necessary, to ensure that your privacy rights are protected.
- **As Required by Law:** We will disclose your PHI when required by law to do so.

How we may use and disclose your PHI without your written authorization:

We may use and disclose your PHI without your written authorization in a number of different ways in connection with your treatment, the payment for your health care, and our health care operations. When using or disclosing your PHI, or requesting your PHI from another entity, we will make reasonable efforts to limit such use, disclosure or request, to the extent practicable, to the minimum necessary to accomplish the intended purpose of such use, disclosure or request. The following are only a few examples of the types of uses and disclosures of your PHI that we may make without your written authorization.

- **For Treatment:** We may use and disclose your PHI as necessary to aid in your treatment or the coordination of your care. For example, we may disclose your PHI to doctors, dentists, hospitals, or other health care providers in order for them to provide treatment to you.
- **For Payment:** We may use and disclose your PHI to administer your health benefits policy or contract. For example, we may use and disclose your PHI to pay claims for services provided to you by doctors, dentists or hospitals. We may disclose your PHI to a health care provider or another health plan so that the provider or plan may obtain payment of a claim or engage in other payment activities.
- **To Family, Friends, and Others for Treatment or Payment:** Our disclosure of your PHI for the treatment and payment purposes described above may include disclosures to others who are involved in your care or the administration of your health benefits policy or contract. For example, we may disclose your PHI to your family members, friends or caregivers if you direct us to do so or if we exercise professional judgment and determine that they are involved in either your care or the administration of your health benefits policy. We may send an explanation of benefits to the policyholder, which may include claims paid and other information. We may determine that persons are involved in your care or the administration of your health benefits policy if you either agree or fail to object to a disclosure of your PHI to such persons when given an opportunity. In an emergency or in situations where you are incapacitated or not otherwise present, we may disclose

your PHI to your family members, friends, caregivers or others, when the circumstances indicate that such disclosure is authorized by you and is in your best interests. In these situations we will only disclose your PHI that is relevant to such other person's involvement in your care or the administration of your health benefits policy.

- **For Health Care Operations:** We may use and disclose your PHI to support other business activities. For example, we may use or disclose your PHI to conduct quality assessment and improvement activities, to conduct fraud and abuse investigations, to engage in care coordination or case management, or to communicate with you about health related benefits, products or services or treatment alternatives that may be of interest to you. We may also disclose your PHI to another entity subject to federal privacy laws, as long as the entity has or had a relationship with you and the PHI is disclosed only for certain health care operations of that provider, plan, or other entity. We may use and disclose your PHI as needed to conduct or arrange for legal services, auditing, or other functions. We may also use and disclose your PHI to perform underwriting activities, however, we are prohibited from using or disclosing your genetic information for underwriting purposes.
- **To Business Associates for Treatment, Payment or Health Care Operations:** Our use of your PHI for treatment, payment or health care operations described above (or for other uses or disclosures described in this Notice) may involve our disclosure of your PHI to certain other entities with which we have contracted to perform or provide certain services on our behalf (Business Associates). We may allow our Business Associates to create, receive, maintain, or transmit your PHI on our behalf in order for the Business Associate to provide services to us, or for the proper management and administration of the Business Associate or to fulfill the Business Associate's legal responsibilities. These Business Associates include lawyers, accountants, consultants, claims clearinghouses, and other third parties. Our Business Associates may re-disclose your PHI to subcontractors in order for these subcontractors to provide services to the Business Associates. These subcontractors will be subject to the same restrictions and conditions that apply to the Business Associates. Whenever such arrangement with a Business Associate involves the use or disclosure of your PHI, we will have a written contract with our Business Associate that contains terms designed to protect the privacy of your PHI.
- **For Public Health and Safety:** We may use or disclose your PHI to the extent necessary to avert a serious and imminent threat to the health or safety of you or others. We may also disclose your PHI for public health and government health care oversight activities and to report suspected abuse, neglect or domestic violence to government authorities.

- **As Permitted by Law:** We may use or disclose your PHI when we are permitted to do so by law.
- **For Process and Proceedings:** We may disclose your PHI in response to a court or administrative order, subpoena, discovery request, or other lawful process.
- **Criminal Activity or Law Enforcement:** We may disclose your PHI to a law enforcement official with regard to crime victims and criminal activities. We may disclose your PHI if we believe that the use or disclosure is necessary to prevent or lessen a serious and imminent threat to the health and safety of a person or the public. We may also disclose your PHI if it is necessary for law enforcement authorities to identify or apprehend an individual.
- **Special Government Functions:** When the appropriate conditions apply, we may use or disclose PHI of individuals who are Armed Forces personnel (i) for activities deemed necessary by appropriate military command authorities; (ii) for the purpose of determination by the Department of Veterans Affairs of your eligibility for benefits, or (iii) to foreign military authorities if you are a member of that foreign military service. We may also disclose your PHI to authorized federal officials for conducting national security and intelligence activities, including the provision of protective services to the President or others legally authorized to receive such governmental protection.
- **Inmates:** We may use or disclose your PHI if you are an inmate of a correctional facility and your physician created or received your PHI in the course of providing care to you.
- **To Plan Sponsors, if applicable (including employers who act as Plan Sponsors):** We may disclose enrollment and disenrollment information to the plan sponsor of your group health plan. We may also disclose certain PHI to the plan sponsor to perform plan administration functions. We may disclose summary health information to the plan sponsor so that the plan sponsor may either obtain premium bids or decide whether to amend, modify or terminate your group health plan. Please see your plan documents, where applicable, for a full explanation of the limited uses and disclosures that the plan sponsor may make of your PHI in providing plan administration functions for your group health plan.
- **For Coroners, Funeral Directors, and Organ Donation:** We may disclose your PHI to a coroner or medical examiner for identification purposes, determining cause of death or for the coroner or medical examiner to perform other duties authorized by law. We may also disclose PHI to a funeral director, as authorized by law, in order to permit the funeral director to carry out his or her duties. We may disclose such information in reasonable anticipation of death. PHI may be used and disclosed for cadaveric organ, eye, or tissue donation purposes.

- **Research:** We may disclose your PHI to researchers when their research has been approved by an institutional review board that has reviewed the research purposes and established protocols to ensure the privacy of your PHI, or as otherwise permitted by federal privacy law.
- **Fundraising:** We may use your PHI to contact you in order to raise funds for our benefit. You have the right to opt out of receiving such communications.
- **Limited data sets and de-identified information:** We may use or disclose your PHI to create a limited data set or de-identified information, and use and disclose such information as permitted by law.
- **For Workers' Compensation:** We may disclose your PHI as permitted by workers' compensation and similar laws.

Uses and disclosures of PHI permitted only after authorization is received:

We will obtain your written authorization, as described below, for: (i) uses and disclosures of your PHI for marketing purposes, including subsidized treatment communications (except for certain activities otherwise permitted by federal privacy law, such as face-to-face communications or promotional gifts of nominal value); (ii) disclosures of your PHI that constitute a sale of PHI under federal privacy law and that requires your authorization; and (iii) other uses and disclosures of your PHI not described in this Notice.

There are also other federal and state laws that may further restrict our disclosure of certain PHI (to the extent we maintain such information) that is deemed highly confidential. Highly confidential PHI may include information pertaining to:

- psychotherapy notes;
- alcohol and drug abuse prevention, treatment and referral;
- HIV/AIDS testing, diagnosis or treatment;
- sexually transmitted diseases; and
- genetic testing.

Our intent is to meet the requirements of these more stringent privacy laws and we will only disclose this type of specially protected PHI with your prior written authorization except when our disclosure of this information is permitted or required by law.

Authorization: You may give us written authorization to use your PHI or disclose it to anyone for any purpose not otherwise permitted or required by law. If you give us an authorization, you may revoke it in writing at any time. Your revocation will not affect any use or disclosure permitted by your authorization while it was in effect. In the event that you are incapacitated or are otherwise unable to respond to our request for an authorization, (for example, if you are or become legally incompetent), we may

accept an authorization from any person who is legally authorized to give such authorization on your behalf.

Individual Rights:

To exercise any of these rights, please call the customer service number on your ID card.

- **Access:** With limited exceptions, you have the right to inspect, or obtain copies of, your PHI. We may charge you a reasonable fee as permitted by law. We will provide you a copy of your PHI in the form and format requested, if it is readily producible in such form or format or, if not, in a readable hard copy form or such format as agreed to by you and us. Where your PHI is contained in one or more designated record sets electronically, you have the right to obtain a copy of such information in the electronic form and format requested, if it is readily producible in such form and format; or if not, in a readable electronic form and format as agreed to by us and you. You may request that we transmit the copy of your PHI directly to another person, provided your request is in writing, signed by you, and you clearly identify the designated person and where to send the copy of the PHI.

- **Amendment:** With limited exceptions, you have the right to request that we amend your PHI.

- **Disclosure Accounting:** You have the right to request and receive a list of certain disclosures made of your PHI. If you request this list more than once in a 12-month period, we may charge you a reasonable fee as permitted by law to respond to any additional request.

- **Use/Disclosure Restriction:** You have the right to request that we restrict our use or disclosure of your PHI for certain purposes. We are required to agree to a request to restrict the disclosure of your PHI to a health plan if you submit the request to us and: (i) the disclosure is for purposes of carrying out payment or health care operations and is not otherwise required by law; and (ii) the PHI pertains solely to a health care item or service for which you, or a person on your behalf other than the health plan, has paid the covered entity out-of-pocket in full. We may not be required to agree to all other restriction requests and, in certain cases, we may deny your request. We will agree to restrict the use or disclosure of your PHI provided the law allows and we determine the restriction does not impact our ability to administer your benefits. Even when we agree to a restriction request, we may still disclose your PHI in a medical emergency and use or disclose your PHI for public health and safety and other similar public benefit purposes permitted or required by law.

- **Confidential Communication:** You have the right to request that we communicate with you in confidence about your PHI at an alternative address. When you call the customer service number on your ID card to request

confidential communications at an alternative address, please ask for a "PHI address."

Note: If you choose to have confidential communications sent to you at a PHI address, we will only respond to inquiries from you. If you receive services from any health care providers, you are responsible for notifying those providers directly if you would like a PHI address from them.

- **Privacy Notice:** You have the right to request and receive a copy of this Notice at any time. For more information or if you have questions about this Notice, please contact us using the information listed at the end of this Notice.
- **Breach:** You have the right to receive, and we are required to provide, written notification of a breach where your unsecured PHI has been accessed, used, acquired, or disclosed to an unauthorized person as a result of such breach, and which compromises the security or privacy of your PHI. Unless specified in writing by you to receive the notification by electronic mail, we will provide such written notification by first class mail or, if necessary, by such other substituted forms of communication permitted under the law.
- **Paper Copy:** You have the right to receive a paper copy of this Notice, upon request, even if you have previously agreed to receive the Notice electronically.

Complaints

If you are concerned that we may have violated your privacy rights, you may complain to us using the contact information listed at the end of this Notice. You may also submit a written complaint to the U.S. Department of Health and Human Services. We will provide you with the address for the U.S. Department of Health and Human Services upon request.

We support your right to protect the privacy of your PHI. We will not retaliate in any way if you choose to file a complaint with us or with the U.S. Department of Health and Human Services.

Contact: **Business Ethics, Integrity & Compliance**
Florida Blue
PO Box 44283
Jacksonville, FL 32203-4283
1-888-574-2583

Si usted desea una copia de esta notificación en español, por favor comuníquese con un representante de servicio al cliente utilizando el número telefónico indicado en su tarjeta de asegurado.

EXHIBIT 2—EMPLOYER'S CERTIFICATION

PART 1 – Employer to Amend Plan Documents for Privacy provisions

Employer certifies that Employer has amended GHP's Plan Document to incorporate the provisions required by 45 C.F.R. § 164.504(f)(2), as set forth below, and agrees to comply with GHP's Plan Document as amended.

1. Neither use nor further disclose Protected Health Information, except as permitted or required by GHP's Plan Document or as required by law.
2. Neither use nor disclose Protected Health Information for any employment-related action or decision, or in connection with any other benefit or employee benefit plan of Employer.
3. Ensure adequate separation between Employer and GHP by (a) describing those employees or classes of employees or other persons under Employer's control who will be given access to Protected Health Information to perform plan administration functions for GHP, (b) restricting the access to and use of Protected Health Information by such employees or other persons to the plan administration functions that Employer will perform for GHP, and (c) instituting an effective mechanism for resolving any noncompliance with GHP's Plan Document by such employees or other persons.
4. Ensure that any subcontractor or agent to which Employer provides Protected Health Information agrees to the restrictions and conditions of GHP's Plan Document with respect to Protected Health Information.
5. Report to GHP any use or disclosure of Protected Health Information of which Employer becomes aware that is inconsistent with the uses and disclosures allowed by GHP's Plan Document.
6. Make Protected Health Information available to GHP or, at GHP's direction, to the Covered Person who is the subject of Protected Health Information (or the Covered Person's Personal Representative) so that GHP can meet its access obligations under 45 C.F.R. § 164.524.
7. Make Protected Health Information available to GHP for amendment and, on notice from GHP, amend Protected Health Information, so that GHP can meet its amendment obligations under 45 C.F.R. § 164.526.
8. Record Disclosure Information as defined above for each disclosure that Employer makes of Protected Health Information that is not excepted from disclosure accounting and provide that Disclosure Information to GHP on request so that GHP can meet its disclosure accounting obligations under 45 C.F.R. § 164.528.

9. Make its internal practices, books, and records relating to its use and disclosure of Protected Health Information available to GHP and to DHHS to determine GHP's compliance with 45 C.F.R. Part 164, Subpart E "Privacy of Individually Identifiable Health Information."
10. Return to GHP or destroy if feasible all Protected Health Information in whatever form or medium that Employer (and any subcontractor or agent of Employer) received from GHP or Florida Blue, including all copies thereof and all data, compilations, and other works derived there from that allow identification of any present or past Covered Person who is the subject of Protected Health Information, when Employer no longer needs Protected Health Information for the plan administration functions for which the Employer received Protected Health Information. Employer will limit the use or disclosure of any of Protected Health Information that Employer (or any subcontractor or agent of Employer) cannot feasibly return to GHP or destroy to the purposes that make its return to GHP or destruction infeasible.

PART 2 - Employer to Amend Plan Documents for Security provisions

Employer further certifies that Employer has amended GHP's Plan Document to incorporate the provisions required by 45 C.F.R. § 164.314(b)(2), as set forth below, and agrees to comply with GHP's Plan Document as amended.

1. Implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of Electronic Protected Health Information that Employer creates, receives, maintains or transmits on GHP's behalf.
2. Ensure that the adequate separation between Employer and GHP required by 45 C.F.R. § 164.504(f)(2)(iii) (as described in item 3 above) is supported by reasonable and appropriate Security Measures.
3. Ensure that any subcontractor or agent to which Employer provides Electronic Protected Health Information agrees to implement reasonable and appropriate Security Measures to protect the Electronic Protected Health Information.
4. Report to GHP any incident of which Employer becomes aware that is (a) a successful unauthorized access, use or disclosure of Electronic Protected Health Information; or (b) a successful major (i) modification or destruction of Electronic Protected Health Information or (ii) interference with system operations in an Information System containing Electronic Protected Health Information. Upon GHP's request, Employer will report any incident of which Employer becomes aware that is a successful minor (a) modification or destruction of Electronic Protected Health Information or (b) interference with system operations in an Information System containing Electronic Protected Health Information.

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

Group Health Plan (“GHP”) must promptly notify Florida Blue in writing if any of the information contained in EXHIBIT 3 changes.

PART 1

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 Florida Blue:

| | |
|---|--|
| Steve Varvel, Risk Management Director | |
| Tiffany Watts Chestnut, Program Coordinator | |
| Deborah Holt, Clerk | |
| Lynda Hanskat, Sr. Analyst | |
| Fran Diedrich, Analyst | |

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 2

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 |
|--------------------|--|---------------------------------------|--|
| Gallagher Benefits | Stop-Loss | Mary Kay Lantz | Stop Loss Employee |
| Gallagher Benefits | Stop-Loss | Rick Capizzi | Stop Loss Employee |

EXHIBIT "D"
to the
ADMINISTRATIVE SERVICES AGREEMENT
between
BLUE CROSS AND BLUE SHIELD OF FLORIDA, INC. D/B/A FLORIDA BLUE
and
CITY OF GAINESVILLE

PHARMACY RELATED FINANCIAL ARRANGEMENTS

I. Effective Date

The effective date of this exhibit is January 1, 2015. 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 other than Mail Service will be based on the package size submitted. The applicable AWP for Mail Service will be based on the package size of 100, as applicable. Otherwise AWP will be based on the actual 11 digit National Drug Code (NDC) dispensed.
- C. "Brand Drugs" means those pharmaceuticals designated by the PBM's Pricing Source as having a multi-source indicator of M, N or O.
- D. "Brand Effective" means the actual performance of all drugs not considered Generic Drugs.
- E. "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.
- F. "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.

- G. "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.
- H. "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.
- I. "Covered Prescription Drug Services" means the pharmacy services and/or drugs available to members and eligible for reimbursement pursuant to the Benefit Plan.
- J. "Dispensing Fee" means the amount payable by Group for a Network Participant or Mail Service to dispense a Covered Prescription Drug Service.
- K. "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.
- L. "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).
- M. "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.
- N. "Generic Drug" means those pharmaceuticals designated by the PBM or other Pricing Sources as having a multi-source indicator of Y.
- O. "Generic Effective" means the actual blended pricing performance of Maximum Allowable Cost ("MAC") and non-MAC generic discounts.
- P. "Ingredient Cost" means the ingredient cost amount charged to Group for each Claim subject to the provision set forth in section IV.

- Q. "Mail Service" means the service through which covered persons may receive prescription drugs through the mail from the PBM's mail order pharmacy.
- R. "Manufacturer" means a company that manufactures, and/or distributes pharmaceutical drug products.
- S. "Manufacturer Administration Fee" means all fixed fees received by the PBM from any given Manufacturer relating to administration of Rebates under a manufacturer agreement.
- T. "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.
- U. "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.
- V. "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.
- W. "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.
- X. "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.
- Z. "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.
- AA. "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.

AB "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.

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

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

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

AF. "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. Aggregate Discount Guarantees:

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

| Aggregate Discount Guarantee off AWP | Basis |
|---|------------------------------------|
| Year 1 AWP - 15.80% Year 2 AWP - 15.85% Year 3 AWP - 16.00% | Per retail Brand Effective Claim. |
| Year 1 AWP - 76.25% Year 2 AWP - 77.30% | Per retail Generic Effective Claim |

| | |
|---|--|
| Year 3 AWP - 77.50 % | |
| Year 1 AWP - 18.97% Year 2 AWP - 18.97% Year 3 AWP - 18.97% | Per retail Brand Effective ESN Claim |
| Year 1 AWP – 82.85% Year 2 AWP – 84.20% Year 3 AWP – 85.10% | Per retail Generic Effective ESN Claim |
| Year 1 AWP – 24.00% Year 2 AWP – 24.00% Year 3 AWP - 24.00% | Per Mail Brand Effective Claim |
| Year 1 AWP- 78.50% Year 2 AWP – 80.45% Year AWP – 80.65% | Per Mail Generic Effective Claim |
| Year 1 AWP- 16.50% Year 2 AWP – 16.50% Year AWP – 16.50% | Aggregate Specialty Pharmacy Drug |

Aggregate discount guarantees exclude a drug that has more than a 100% increase in cost, any drug determined to be in short supply based on published sources (including the FDA and ASHP websites) and unexpected generic launches, products launched at risk or under patent litigation.

C. Dispensing Fees:

| Average Dispensing Fee Guarantee | Basis |
|---|------------------------------------|
| Year 1 \$1.00 Year 2 \$1.00 Year 3 \$1.00 | Per retail brand claim guarantee |
| Year 1 \$1.00 Year 2 \$1.00 Year 3 \$1.00 | Per retail generic claim guarantee |

D. Rebates

| Rebate Guarantee | Basis |
|--|------------------------|
| Year 1 \$35.24 Year 2 \$36.76 Year 3 \$38.90 | Per retail brand claim |
| Year 1 \$76.21 Year 2 \$76.64 Year 3 \$83.57 | Per 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.

E. Annual Reconciliation.

At the end of each Annual Reconciliation Period, Florida Blue will separately calculate the actual aggregate discount effective rate, the actual average Dispensing Fee and the actual Rebates applicable for such Annual Reconciliation Period. For the 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 discounts, dispensing fees 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 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.

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 Guarantee, Average Dispensing Fee Guarantee 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.