



**AGREEMENT**

Between

**BROWARD COUNTY**

and

**SOUTH FLORIDA COMMUNITY CARE NETWORK, LLC,  
D/B/A COMMUNITY CARE PLAN**

**For**

**ADMINISTRATIVE MANAGEMENT SERVICES**

**For**

**SELF-INSURED GROUP HEALTH AND PHARMACY INSURANCE COVERAGE AND  
BENEFITS**

**For**

**Broward County Employees**  
**Contract Period—January 1, 2018-December 31, 2018**  
(with three (3) one-year renewal terms)



**INDEX**

<b><u>ARTICLE</u></b>	<b><u>PAGE</u></b>
1. DEFINITIONS AND IDENTIFICATIONS.....	2
2. RELATIONSHIP BETWEEN THE PARTIES.....	9
3. GENERAL DUTIES OF COUNTY.....	10
4. GENERAL DUTIES OF PLAN MANAGER.....	12
5. CLAIMS ADMINISTRATION.....	14
6. REPORTS, RECORDS, AND AUDITS.....	16
7. ADDITIONAL ADMINISTRATIVE SERVICES.....	20
8. BANKING.....	22
9. COSTS OF ADMINISTRATIVE SERVICES.....	23
10. TERM OF AGREEMENT.....	23
11. TERMINATION.....	24
12. CONFIDENTIALITY.....	25
13. INDEMNIFICATION.....	26
14. TAXES AND ASSESSMENTS.....	27
15. DEFENSE OF ACTIONS.....	27
16. MISCELLANEOUS.....	27
EXECUTION PAGES.....	36, 37

**INDEX (con.)**

**EXHIBITS**

EXHIBIT "A" –	SCOPE OF SERVICES
EXHIBIT "B" –	SCHEDULE OF FEES AND DISCOUNTS
EXHIBIT "C" –	IDENTIFICATION OF THE PLAN: SUMMARY PLAN DESCRIPTION/ BENEFIT DESIGN SUMMARY
EXHIBIT "D" –	NETWORKS
EXHIBIT "E" –	SHARED SAVINGS PROGRAM PROVIDER DISCOUNTS
EXHIBIT "F" –	BANKING AGREEMENT
EXHIBIT "G" –	COBRA/RETIREE ADMINISTRATIVE SERVICES
EXHIBIT "H" –	PERSONS AUTHORIZED TO RECEIVE PRIVATE HEALTH INFORMATION
EXHIBIT "I" –	PERFORMANCE GUARANTEES
ATTACHMENT A	ACCOUNT MANAGEMENT SCORECARD
ATTACHMENT B	REPORTING AND OTHER VENDOR REQUIREMENTS
ATTACHMENT C	CARRIER-SPECIFIC MEDICAL DISCOUNT GUARANTEE OFFER
EXHIBIT "J" –	WELLNESS PROGRAM
EXHIBIT "K" –	INSURANCE REQUIREMENTS
EXHIBIT "L" –	AUDITING SECURITY DOCUMENTS
EXHIBIT "M" –	BUSINESS ASSOCIATE AGREEMENT
EXHIBIT "N" –	CLINICAL PROGRAM SERVICES
EXHIBIT "O" --	FORMULARY PRESCRIPTION DRUG LIST AND PREVENTIVE DRUG LIST
EXHIBIT "P" --	FORMULARY KEY EXCLUSIONS AND ALTERNATIVES
EXHIBIT "Q" --	SAMPLE INVOICE

(The remainder of this page intentionally left blank.)

**AGREEMENT**

Between

**BROWARD COUNTY**

and

**SOUTH FLORIDA COMMUNITY CARE NETWORK, LLC,  
D/B/A COMMUNITY CARE PLAN**

**For**

**ADMINISTRATIVE MANAGEMENT SERVICES**

**For**

**SELF-INSURED GROUP HEALTH AND PHARMACY INSURANCE COVERAGE AND  
BENEFITS**

**For**

**Broward County Employees**

**Contract Period—January 1, 2018-December 31, 2018**

**(with three (3) one-year renewal terms)**

---

This Agreement is made by and between Broward County (“County”) and South Florida Community Care Network, LLC d/b/a Community Care Plan, a Florida limited liability company authorized to do business in the state of Florida, its successors and assigns, hereinafter referred to as “Plan Manager.”

WHEREAS, County seeks to partner with an entity that can provide health and pharmacy benefits management, including plan administration, as well as wellness and disease management programs, in a first class, cost-effective manner; and

WHEREAS, Plan Manager is a Florida limited liability company established pursuant to an Interlocal Cooperation Agreement entered into between the North Broward Hospital District and the South Broward Hospital District, both special tax districts established by the Florida Legislature; and

WHEREAS, Plan Manager, as a licensed third party administrator (“TPA”) that provides administrative services on behalf of employers that offer self-insured employee health and pharmacy benefit plans (“Plans”), desires to provide TPA services to County for health benefit services, cost-effective prescription benefit services and cost-effective dispensing of prescription

drugs and other covered products to its eligible employees and their beneficiaries and dependents;  
and

WHEREAS, Plan Manager has been engaged by its clients to, among other things, negotiate with various health care and pharmacy providers, including Pharmacy Benefit Managers (PBMs), on behalf of its clients' Plans; and

WHEREAS, County has selected Plan Manager to provide such TPA plan administration and wellness and disease management services; NOW, THEREFORE,

In consideration of the mutual terms, conditions, promises, covenants, and payments contained in this Agreement, together with all exhibits, County and Plan Manager (collectively, the "Parties") agree as follows:

## **ARTICLE 1**

### **Definitions and Identifications**

For the purposes of this Agreement, reference to one gender shall include the other, use of the plural shall include the singular, and use of the singular shall include the plural. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. The following definitions apply unless the context in which the word or phrase is used requires a different definition:

- 1.1 Agreement means this document, Articles 1 through 16, inclusive. Other terms and conditions are included in the exhibits and documents that are expressly incorporated by reference.
- 1.2 Average Wholesale Price or "AWP" means the average wholesale price of a prescription drug or medication dispensed, on the date the prescription or medication is dispensed, as set forth in the most recent edition of the Medi-Span pricing guide or supplement as of that date. The applicable AWP for all prescriptions dispensed at retail pharmacies, the Mail Service Pharmacy and any specialty drug pharmacies shall be based on (i) the Unit AWP using the NDC from which the medication was dispensed (not the package size of the prescription dispensed); and (ii) the actual Unit prescribed (and an alternative Unit measure shall not be substituted, such as capsules for tablets, or tables for capsules). PBM shall not process any repackagers' AWP's in connection with any claims.

In the event there is a change in the marketplace in connection with AWP reporting or any methodology impacting pricing and/or guarantees (including but not limited to a change in Medi-Span's information fields related to brand drug and generic drug classification), the Parties will be obligated to meet and agree upon changes in the pricing terms and guarantees contained in the Agreement so as to enable PBM and County to maintain the same financial relationship and obligations as set forth in the Agreement. PBM may not

make any changes in pricing terms or guarantees in the Agreement unless County agrees to such changes in writing, and the changes are memorialized as a written amendment to the Agreement.

- 1.3 **Benefit Eligible** means an employee, retiree, or dependent deemed by County to be eligible to receive county benefits and designated as "Benefit Eligible." Notwithstanding the foregoing, an eligible employee is an employee who works full time, having a normal work week of twenty (20) or more hours, and who has met any applicable waiting period or other requirements and, if covered, retired employees as of January 1, 2018 ("Effective Date"). Subject to any eligibility exceptions noted herein, an employee becomes eligible for coverage on the Effective Date. The waiting period is the length of time an employee must wait before becoming eligible for coverage.
- 1.4 **Board** means Broward County Board of County Commissioners.
- 1.5 **Brand Drug(s)** means the Multisource Code field in Medi-Span contains a "M" (co-branded product), "O" (originator brand) (except where the Claim is submitted with a DAW Code of "3," "5," or "6," in which case it shall be considered a Generic Drug), or a "N" (single source brand). The Parties agree that when a drug is identified as a Brand Drug, it shall be considered a Brand Drug for all purposes by PBM(s), including but not limited to adjudicating the Claim, reimbursing the relevant pharmacy, invoicing County, determining the copayment or coinsurance to be paid by the Member, calculating the satisfaction of the annual guarantees as more fully set forth in Exhibit B.
- 1.6 **Calendar Quarter** means each calendar quarter of the contract year divided as follows: first quarter being January 1 through March 31; the second quarter being April 1 through June 30; the third quarter being July 1 through September 30 and; the fourth quarter being October 1 through December 31.
- 1.7 **Claims** means all claims, including but not limited to, Member Submitted Claims and Prescription Drug Claims, transmitted or sent to Plan Manager or its PBM(s) by an pharmacies or by Members as a result of dispensing Covered Items to Members, including reversed and rejected claims. Nothing in this section is intended to include, limit, replace, redefine, or waive the use of the term Claims as it relates to the Indemnification provisions of Article 13 of this Agreement.
- 1.8 **COBRA** means the Federal Consolidated Omnibus Budget Reconciliation Act of 1986, as amended.
- 1.9 **Compound Drugs** means those drugs containing at least federal legend drug and multiple ingredients that are measured and mixed by a pharmacists duly licensed by the applicable state licensing boards.
- 1.10 **Consumer Health Account(s)** means all spending accounts that the Plan Manager is providing on behalf of the County.

- 1.11 Contract Administrator means the Broward County Human Resources Division Director or the Director's designee. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely on the instructions or determinations made by the Contract Administrator; provided, however, that such instructions and determinations do not change the Scope of Services.
- 1.12 County means Broward County, Florida, a body corporate and politic pursuant to Article I of the Broward County Charter, and a political subdivision of the State of Florida pursuant to Article VIII, § 1, of the Florida state Constitution.
- 1.13 County Administrator means the administrative head of County pursuant to Sections 3.02 and 3.03 of the Broward County Charter.
- 1.14 County Attorney means the chief legal counsel for County who directs and supervises the Office of the County Attorney pursuant to Section 2.10 of the Broward County Charter, or the designee of the County Attorney.
- 1.15 County Business Enterprise or "CBE" means a small business located in Broward County, Florida, which meets the criteria and eligibility requirements of Broward County's CBE Program and must be certified by Broward County's Office of Economic and Small Business Development.
- 1.16 Covered Drugs means those prescription drugs (including, Generic Drugs, as defined herein), supplies and other items that are covered under the Plan.
- 1.17 DAW means Dispense as Written product selection code. DAW indicates the prescriber's instruction regarding substitution of generic equivalents or order to dispense the specific prescribed medication.
- 1.18 Developed Works means all materials, data, documentation and copies thereof furnished by County to Plan Manager hereunder, including all copyright and other proprietary rights therein, which Plan Manager as well as its employees, agents, subconsultants and suppliers may use only in connection with the performance of Services under this Agreement. All rights, title and interest in and to the ideas, designs and methods, specifications, and other documentation related thereto developed by Plan Manager and its subconsultants specifically for County and identified as such in this Agreement or its exhibits shall be and remain the property of County.
- 1.19 Formulary means the list of FDA-approved prescription drugs and supplies, as made available to Plan Manager through its PBM(s), which designates each item as "preferred," "non-preferred" or "neutral" for purposes of benefit design and coverage decisions. The Formulary is developed by Plan Manager's PBMs' Pharmacy and Therapeutics Committee(s) taking into consideration safety, medical appropriateness, efficacy, quality of life and relative cost indications within applicable therapeutic categories. The Formulary shall be amended no more than once per year; however, the Plan Manager's PBM(s) may amend the Formulary more than once per year to add additional FDA-

approved prescription drugs and supplies, but shall not reclassify or remove any FDA-approved prescription drugs and/or supplies from the Formulary unless there is a safety issue and upon the prior written consent and approval of County.

- 1.20 Generic Drugs means the Multisource Code field in Medi-Span contains a “Y” (generic) claims submitted with a Multisource Code field in Medi-Span containing the value of “O” and also submitted with a DAW Code of “3,” “5,” or “6” shall also be considered a Generic Drug. Plan Manager and its PBM(s) agree that when a drug is identified as a Generic Drug, it shall be considered a Generic Drug for all purposes, including but not limited to adjudicating Claims, reimbursing the relevant pharmacy, invoicing County, determining the copayment or coinsurance to be paid by the Member, calculating the satisfaction of the annual guarantees as more fully set forth in Exhibit B.
- 1.21 Health Flexible Spending Account (HFSA) means an Internal Revenue Code Section 125 spending arrangement made available through County offering cafeteria plans. A HFSA provides Members the option of making annual benefit elections that are taken out of their pay on a pre-tax basis. This lowers their annual taxable income and provides pre-tax dollars to pay for medical services not reimbursed by the Plan.
- 1.22 HIPAA means the Health Insurance Portability and Accountability Act of 1996, as amended and the corresponding regulations thereof.
- 1.23 Identification Card or “ID Card” means a printed identification card containing information about the prescription drug benefits to which the Member (as defined herein) is entitled and the applicable Plan Manager’s PBMs’ pharmacy network logos or other method of identifying the fact that Plan Manager’s PBM(s) is the provider of prescription drug benefit services in a form acceptable to Plan Manager and County.
- 1.24 Mail Service Pharmacy means a duly licensed pharmacy operated by Plan Manager through its PBM(s), or, at Plan Manager’s sole discretion, a mail service pharmacy operated by a third party, where prescriptions are filled and delivered to Members via the mail service. Use of a third party mail service provider must be communicated to County by Plan Manager with at least ninety (90) days prior notice of this change. The Mail Service Pharmacy guarantees a dispensing accuracy of 99.90 percent, based on tracked and validated external feedback from Members in each contract year during the term of the Agreement, measured against the Mail Service Pharmacy's book of business results. Notwithstanding anything to the contrary elsewhere in this Agreement, reports and/or audits related to this standard shall be made available to County only in the event and to the extent both parties first agree, in writing, to the content, frequency, manner, and format.
- 1.25 Mailing Time: Pursuant to this Agreement, performance deadlines have been established including an allowance for correspondence sent by United States mail. Mailing time is defined as six (6) calendar days except in the case of a performance deadline which falls on a Sunday or legal holiday. In such cases, delivery by mail shall be deemed to have occurred on the following calendar day.



- 1.26 Maximum Allowable Cost Lists or “Broward County MAC List” means the maximum allowable cost of a Brand Drug or Generic Drug, as established by Plan Manager through its PBM(s) for certain drugs in connection with reimbursing Participating Pharmacies. Plan Manager’s inclusion (or exclusion) of a drug on its MAC list(s) shall not in any way impact any of Plan Manager’s obligations in the Agreement, including without limitation its pass-through pricing obligations, as more fully set forth in Exhibit B, and its annual guarantees for Brand Drugs and Generic Drugs. However, Broward County MAC List pricing shall not change more than once per year.
- 1.27 Member means an eligible County employee, COBRA or Domestic Partner Continuation beneficiary, Retiree or Covered dependent(s) of these groups, who has elected to participate in health and pharmacy benefits offered by Plan.
- 1.28 Member Contribution means that portion of the charge for each Covered Drug dispensed to the Member that is the responsibility of the Member (e.g., copayment, coinsurance and/or deductible).
- 1.29 Member Submitted Claim means (i) a claim submitted by a Member receiving Covered Drug benefits pursuant to COBRA; or (ii) subrogation claims submitted by the United States or any state under Medicaid or similar government health care programs.
- 1.30 Narrow Network Health Plan (NNP): means the Narrow Network HMO plan described below:
- 1.30.1 NNP Health Maintenance Organization Plan (NNP HMO). An open-access health maintenance organization with a network consisting of physicians, facilities and hospitals in the Memorial Healthcare System, North Broward Hospital District, Holy Cross Hospital and Cleveland Clinic Florida-Weston, offered by Plan Manager, which benefits are described in the Certificate of Coverage, Schedule of Benefits.
- 1.31 NCPDP means the National Council for Prescription Drug Programs.
- 1.32 NDC means the National Drug Code. The NDC is a unique three-segment number, published by the federal Food and Drug Administration, which serves as a universal product identifier for drugs.
- 1.33 Participating Pharmacy means any licensed retail pharmacy with which Plan Manager or its subcontractors, affiliates, or assigns, including but not limited to PBM(s), has executed an agreement to provide Covered Drugs to Members.
- 1.34 Performance Standard Penalties means the assessment of penalties for Plan Manager’s failure to meet performance guarantees entitled “General Provisions/Performance Guarantees.”

- 1.35 Pharmaceutical Manufacturer(s) means any pharmaceutical manufacturer or company, any drug wholesaler or distributor, or any other third party that provides the financial benefit guarantees to County as more fully set forth in Exhibit B.
- 1.36 Pharmacy Benefit Manager(s) or "PBM(s)" means any or all companies, including Envision Pharmaceutical Services, L.L.C., and all of its subsidiaries and affiliates, who provide County, through their contractual relationship with the Plan Manager, with the following pharmacy benefit management services: claims processing; eligibility verification; contracting, management, and administration of contracts with Participating Pharmacies and/or Pharmaceutical Manufacturers; Formulary and clinical support; and all other services described in or performed by PBM(s) as a result of their contractual relationship with the Plan Manager. For purposes of this Agreement, PBM(s) shall be considered agent(s) of the Plan Manager and any and all references to Plan Manager throughout this Agreement shall include PBM(s) to the extent such references concern pharmacy benefit management services as defined herein.
- 1.37 Pharmacy Benefit Management Services means claim processing, eligibility verification; contracting, management, and administration of contracts with Participating Pharmacies and/or Pharmaceutical Manufacturers; Formulary and clinical support; and all other services described in or performed by PBM(s) as a result of their contractual relationship with the Plan Manager. For purposes of this Agreement, PBM(s) shall be considered agent(s) of the Plan Manager and any and all references to Plan Manager throughout this Agreement shall include PBM(s) to the extent such references concern pharmacy benefit management services as defined herein.
- 1.38 Plan means the health care plan (or plans) and the prescription drug benefit plan (or plans) sponsored, administered or maintained by the County, or portions of that plan (or plans), with respect to which administrative services are to be provided under this Agreement by the Plan Manager. The Plan is identified in Exhibit "C" of this Agreement as to proper name and as to type.
- 1.39 Plan Administrator means the person named in the documents describing the Plan as responsible for the operation and administration of the Plan. If no such person is identified, then the person establishing or maintaining the Plan will be deemed to be the Plan Administrator.
- 1.40 Plan Design means a health and/or prescription drug benefit summary from Plan Manager as provided to County which, when completed and signed by County, shall describe the essential elements of County's health and/or County's pharmacy benefit plan for benefit eligible employees, retirees, COBRA and survivor group, which a component of County's Health Insurance Benefit Program provided under IRS Code Section 125.
- 1.41 Plan Manager means South Florida Community Care Network, LLC d/b/a Community Care Plan., acting in accordance with this Agreement. Plan Manager, including but not limited to its employees, agents, or assigns, shall be responsible for the operation and the administration of the Plan under this Agreement. For purposes of this Agreement, PBM(s)

shall be considered agent(s) of the Plan Manager and any and all references to Plan Manager throughout this Agreement shall include PBM(s) to the extent such references concern pharmacy benefit management services as defined herein.

- 1.42 Plan Manager Data means the custom work products or licensed technology (in any form) provided by Plan Manager or used in the course of providing services to County. Plan Manager Data shall not include Developed Works. Plan Manager Data shall include Plan Manager's software, systems, pharmacy records and operational records.
- 1.43 Plan Year each plan year of the contract period shall be January 1 through December 31.
- 1.44 Prescription Drug Claim means a Member-submitted claim or claim for payment submitted to Plan Manager or its subcontractors, affiliates, or assigns, including but not limited to PBM(s), by a Participating Pharmacy, or Mail Service Pharmacy as a result of dispensing Covered Drugs to a Member.
- 1.45 Primary Member means an employee or former employee (including retirees and COBRA recipients) deemed by County to be Benefit Eligible.
- 1.46 Rebate means any discounts or fees of any kind which are paid to Plan Manager through its PBM(s) from pharmaceutical manufacturers under a rebate contract that results from prescription utilization by Members. Plan Manager and its subcontractors, affiliates, or assigns, including but not limited to PBM(s), does not include differentials and/or spread pricing in their calculations regarding this Agreement.
- 1.47 Subconsultant or Subcontractor: means a firm, partnership, corporation, independent contractor (including 1099 individuals), vendors, affiliated or unaffiliated third party contractors, PBM(s) or aggregators (who negotiate and secure rebates based on the affiliated or unaffiliated third party contractors' aggregate book of business) or combination thereof, directly or indirectly providing services to County through Plan Manager for all or any portion of the work. The term "Subconsultant" shall include all "Subcontractors" and the term "Subcontractor" shall include all "Subconsultants."
- 1.48 Unit(s) shall mean the unit of measure dispensed, such as tablet, capsule, milileter (ml) of liquid, gram (gm) of cream, or other unit measure.
- 1.49 Unit AWP means the Unit of measure price, as defined by NCPDP, with the Unit of measure being per tablet, or per capsule, or per milliliter (ml) of liquid, or per gram (gm) of cream, or per other Unit, dispensed.
- 1.50 Usual and Customary Price or "U&C" means the retail price charged by a Participating Pharmacy for the particular drug in a cash transaction on the date the drug is dispensed as reported to Plan Manager through its PBM(s) by the Participating Pharmacy.

(The remainder of this page is left intentionally blank.)

**ARTICLE 2**  
**Relationship Between the Parties**

- 2.1 County, as the sponsor of the Plan, shall exercise business control over the Plan, including but not limited to determining the benefits and features offered by Plan, amending the Plan, and Plan termination.
- 2.2 Plan Manager is an experienced and fully qualified administrative services provider for self-insured health and pharmacy benefit plans. In performing its obligations under this Agreement, Plan Manager shall take all reasonable steps to implement the goals and objectives of the County. Plan Manager, in doing so, must use its discretion in administering and managing the Plan in accordance with the Agreement and County directives. Therefore, Plan Manager shall operate as Plan fiduciary for all of its responsibilities under this Agreement. Such responsibilities shall include, but are not limited to, final determination of claims, such as the evaluation of medical necessity, usual and customary rates of providers, fees and expenses, and final claims determinations.
- 2.3 In addition, Plan Manager's fiduciary responsibilities shall also include, but not be limited to, acting solely in the interest of the County and Members with the exclusive purpose of providing benefits to them; carrying out its duties as Plan Manger in a prudent manner; exercising expertise in all areas of administrative services and health and pharmacy plan management, including wellness and disease management, as a reasonably prudent administrative services provider; following the Plan documents, including the Agreement; and paying only reasonable Plan expenses.
- 2.4 Plan Manager shall act as an agent of County authorized to perform actions or conduct necessary to achieve the performance guarantees and delineated objectives of this Agreement. The Plan Manager may act as an agent of the County authorized to perform specific actions or conduct specified transactions only as provided in this Agreement.
- 2.5 Plan Manager affirmatively accepts responsibility for complying with all relevant local, state, and federal laws, including the Internal Revenue Code, and any applicable laws and regulations governing or affecting the Plan or administrators of health and pharmacy plans, unless otherwise directed by the County.
- 2.6 Notwithstanding its fiduciary relationship with the County, the Plan Manager will not exercise discretionary authority or control respecting the disposition or management of assets of the Plan.
- 2.7 Accordingly, except as may otherwise be expressly provided herein, the Plan Manager is not a trustee, sponsor, or fiduciary with respect to directing the operation of the Plan or managing any assets of the Plan.
- 2.8 Plan benefits shall be funded exclusively through the Plan. The Plan Manager is not responsible or accountable for providing funds to pay Plan benefits under any circumstances, except as reimbursement under the stop loss agreement entered into between County and Plan Manager.

**ARTICLE 3**  
**General Duties of County**

- 3.1 County will identify and describe the Plan as to type on Exhibit "C" of this Agreement.
- 3.2 County shall make sufficient funds available on a timely basis to honor all claims reimbursements under the Plan. Sufficient funds for making claims payments must be made available, in accordance with this Agreement, to enable services under this Agreement to continue without interruption.
- 3.3 County shall use reasonable efforts to ensure that all methods employed to fund the Plan shall comply with all applicable laws or regulations.
- 3.4 County shall furnish each Member with written notification of the source of funding for Plan benefits to the extent required by applicable law.
- 3.5 County shall timely provide current copies of the documents describing the Plan to the Plan Manager along with other appropriate materials governing the administration of the Plan. These documents and materials may include employee booklets, summary descriptions, employee communications significantly affecting the Plan, and any amendments or revisions ("Plan Documents"). If the Plan Manager drafts and provides any of these Plan Documents to County as part of the services offered under this Agreement, County agrees to review, edit and provide its signature approving those Plan Documents in a timely manner. Plan Manager shall provide County with adequate prior notice regarding any and all deadlines for reviewing the Plan Documents and, pursuant to its fiduciary duties, shall make good faith efforts to assist County with meeting such deadlines. County understands that if Plan Manager does not receive County's review and signature on any of the Plan Documents, Plan Manager cannot treat the respective Plan Documents as final. If any of the Plan Documents are not finalized and distributed to Members, due to County's unreasonable delay in approving Plan Documents, County may be responsible for fines levied by the federal government when it requires the specific Plan Documents to be distributed timely to Members pursuant to federal law.
- 3.6 County shall provide reasonable prior notice to Plan Manager of the Plan's management policies and practices, interpretations of the benefit provisions of the Plan, and changes in the Plan provisions. Plan Manager, as a fiduciary of Plan, shall advise County regarding Plan administration, including the amount of time Plan Manager needs to receive and implement Plan Documents and any amendments thereto. However, if County directs Plan Manager to administer Plan in a manner inconsistent with the advice provided by Plan Manager, then under such circumstances, Plan Manager shall not be responsible for failure to properly administer Plan regarding the areas of Plan affected by such County directive, including any required implementation of changes to Plan.
- 3.7 County shall provide accurate information to the Plan Manager as to the number and names of persons covered by the Plan and any other information necessary to enable the Plan Manager to provide the services required by this Agreement. This information shall be

kept current on at least a monthly basis. The Plan Manager is not responsible for any claims paid in error due to inaccurate eligibility information. However, Plan Manager will use its best efforts to pursue repayment of claims paid in error, once the County provided accurate eligibility information.

- 3.8 County acknowledges that the Plan Manager shall not provide professional tax or legal services to the County.
- 3.9 County shall comply with all applicable provisions of law addressing the County's duties in respect to the Plan. This includes compliance with all legal reporting and disclosure requirements, adoption and approval of all required documents respecting the Plan and compliance with state escheat and unclaimed or abandoned property laws. Even though the Plan Manager may be required to perform certain duties under this Agreement, such as preparing drafts of documents for approval and adoption, County agrees that the Plan Manager does not undertake the responsibility for legal compliance for any other person.
- 3.10 Plan Manager may submit invoices for services no more often than on a monthly basis. County shall pay Plan Manager by the 10th calendar day of the coverage month after receipt of Plan Manager's accurate invoice. If the Plan Manager has not received payment by the due date, payment in full must be made before the end of a thirty (30) day grace period beginning the day after the due date, to ensure services under this Agreement continue without interruption. The Plan Manager reserves the right to issue written notice to County requesting payment of any deficiency in full within the thirty (30) day grace period. The schedule of fees for services under this Agreement is attached as Exhibit "B."
- 3.11 County shall not direct the Plan Manager to act or refrain from acting in any way which would violate any applicable law or regulation. County shall not behave in any way which could implicate or involve the Plan Manager in a violation of these laws. The Plan Manager shall not direct the County to act or refrain from acting in any way which would violate any applicable law or regulation. The Plan Manager shall not behave in any way which could implicate or involve the County in a violation of these laws.
- 3.12 County shall pay for services based on a payment roster that County has provided to the Plan Manager in advance. The payment roster must be sent via electronic transmission at a time and in a format agreed upon by the County and the Plan Manager. The Plan Manager will take the County's payment roster and reconcile with the Plan Manager's invoice and provide the County with a list of discrepancies. The County and the Plan Manager agree to work together to resolve discrepancies in a timely manner and they will be handled as a credit or debit when the next payment is due. The County shall pay for its administrative fees by check or wire transfer equal to the monthly invoice. The amount of the fees may be adjusted monthly to reflect enrollment changes. The County can arrange wire transfers by completing a form provided by the Plan Manager. Wire transfers will only be activated each month with prior approval from the County. If paying by check, the County should submit the check to the address listed on the invoice and should be accompanied by the return portion of the invoice. The Plan Manager must receive payment by the due date on the invoice.

- 3.13 The County and the Plan Manager will, on at least a quarterly basis, reconcile enrollment data to ensure service is being properly administered to Members and that administrative fees have been correctly billed and paid. If notice of a change in enrollment data is received by the Plan Manager more than ninety (90) days after the effective date of the change, the retroactive credit against fees will be limited to three (3) months.

**ARTICLE 4**  
**General Duties of Plan Manager**

- 4.1 The Plan Manager shall process claims and make payments in accordance with the provisions of the Plan and related interpretations of the benefit provisions of the Plan which are made or approved by the Plan Administrator on a timely basis and confirmed in writing.
- 4.2 The Plan Manager shall be entitled to rely and act based upon documents, letters, electronic communications, or telephone communications which are confirmed in writing and provided to it by the County or the Plan Administrator. Reliance will continue until the time the County or the Plan Administrator notifies the Plan Manager in writing of any change or amendment to those communications.
- 4.3 The Plan Manager shall provide claimants who have had a claim wholly or partially denied with a written explanation of the reason for the denial. The Plan Manager shall provide claimants with information about what steps may be taken if the claimant wishes to submit the denied claim for review. These obligations of the Plan Manager will be discharged in accordance with the provisions of the Plan or authorization by the Plan Administrator.
- 4.4 The Plan Manager shall not be responsible for any delay or lack of performance of services under this Agreement attributable to the County's failure to provide any material information as required under this Agreement.
- 4.5 The Plan Manager will perform its duties under this Agreement using the same degree of care, skill, prudence, and diligence that an experienced and fully qualified provider of administrative services would use in similar circumstances. This includes making a good faith effort to correct any mistake or clerical error which may occur due to actions or inaction by the Plan Manager undertaken in good faith once the error or mistake is discovered.
- 4.6 Plan Manager shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.
- 4.7 Plan Manager shall provide at its sole cost, on a primary and non-contributory basis, liability and workers' compensation coverage in force and effect during the term of this Agreement.

- 4.7.1 Should the Plan Manager maintain a self-insurance program, for any or all insurance coverage, Plan Manager will provide information regarding its self-insurance program to the County's Risk Management Division, including, but not limited to, the amount of the self-insured retention, the limits in excess of the self-insured retention, the carrier providing excess limits and coverages, Plan Manager's financial status, including financial statements and annual report, and such other information as County may reasonably request. At all times during the term of this Agreement, the Plan Manager shall maintain self-insurance reserves that are adequate to meet any and all liabilities in connection with this Agreement. Plan Manager's self-insurance retention must be acceptable to the County's Risk Management Division, acting in good faith and taking into account ordinary and customary financial assurances to address a scope of risk reasonably commensurate with the Agreement and the insurance requirements set forth herein.
- 4.7.2 Should the Plan Manager at any time during this Agreement cease to be self-insured, or elect not to self-insure any or all coverage required, then in any such event, Plan Manager, shall provide the minimum insurance coverage set forth in Exhibit "K," in accordance with the following terms and conditions. Such policy or policies shall be without any deductible amount (except as may be expressly authorized herein) and shall be issued by companies authorized to do business in the State of Florida with a minimum AM Best financial rating of A -, or with approval by County's Risk Management Division. Plan Manager is responsible to pay all deductibles. Plan Manager shall specifically protect County and the Broward County Board of County Commissioners by naming the Broward County as an additional insured under the General Liability policy and Excess Liability policy unless the Excess policy provides coverage on a true and pure follow-form basis.
- 4.7.2.1. Plan Manager shall provide to County proof of insurance per Exhibit "K". Coverage shall remain in force until the County determines all performance required of Plan Manager is completed. For any coverage provided on a, "claims-made" basis, coverage shall remain in force for two (2) years after the completion of services. County shall be notified of any restriction or cancellation of coverage within thirty (30) days. If any of the insurance coverage will expire prior to the completion of the work, proof of insurance renewal shall be provided to County upon expiration.
- 4.7.2.2. County reserves the right to review and revise any insurance requirements at the time of renewal or amendment of this Agreement, including, but not limited to, deductibles, limits, coverage, and endorsements.

(The remainder of this page is left intentionally blank.)



**ARTICLE 5**  
**Claims Administration**

- 5.1 The County hereby delegates to the Plan Manager authority to make determinations on behalf of the County or the Plan Administrator with respect to benefit payments under the Plan and to pay such benefits, as specified in this Article 5. This section shall not apply to claims that involve eligibility issues only; such eligibility-only issues, if known by the Plan Manager, shall be forwarded to the Plan Administrator for resolution in a timely manner.
- 5.2 The Plan Manager will accept claims for benefits under the Plan which are made in accordance with procedures established in the Plan documents and submitted for payment during the term of this Agreement.
- 5.3 The Plan Manager will process claims in accordance with the provisions of the Plan which are in effect and which have been communicated to the Plan Manager by the County at the time the services are provided. However, if the County modifies the Plan provisions retroactively, the Plan Manager shall adjust the payment of applicable claims to reflect the respective Plan modifications. There may be an additional cost for Plan modifications upon mutual agreement between the County and Plan Manager.
- 5.4 Claims will be processed using the Plan Manager's normal claims processing procedures, practices, and rules unless they are inconsistent with the provisions of the Plan. The Plan Manager shall comply with applicable U.S. Department of Labor claims procedures regulations and guidance with respect to notice procedures and content of a notice of adverse benefit determinations.
- 5.5 The Plan Manager will timely approve or deny claims submitted for payment in accordance with an initial determination by the Plan Manager or an appeal of a denied claim.
- 5.6 In the event a claim is wholly or partially denied in accordance with Article 5.5, above, the Plan Manager shall provide the Member with a written explanation of the reason for the denial, and information as to what steps may be taken if the Member wishes to appeal the claim denial.
- 5.7 Appeals of denied claims shall be processed in accordance with the applicable provisions of the Plan. The Plan Manager shall have the ultimate responsibility and authority to make final determinations with respect to claims and is responsible for providing Members with a written explanation of that decision.
- 5.8 The Plan Manager shall accept requests for external review of appeals. The Plan Manager shall comply with applicable U.S. Department of Labor claims procedures regulations and guidance with respect to external review.
- 5.9 With respect to claims for which provider discounts are available ("Provider Discounts"), the Plan Manager shall process claims under this Agreement taking the maximum Provider Discounts into account.
- 5.10 Payment of covered expenses for services rendered by a provider is subject to the Plan

Manager's claims processing edits. The amount determined to be payable under the Plan Manager's claims processing edits depends on the existence and interaction of several factors. Because the mix of these factors may be different for every claim, the amount paid for a covered expense may vary depending on the circumstances.

5.10.1 Accordingly, it is not feasible to provide an exhaustive description of the claims processing edits that will be used to determine the amount payable for a covered expense, but examples of the most commonly used factors are:

- (a) The intensity and complexity of a service;
- (b) Whether a service is one of multiple services performed at the same service session such that the cost of the service to the provider is less than if the service had been provided in a separate service session. For example:
  - (i) Two or more surgeries occurring at the same service session that do not require two preparation times; or
  - (ii) Two or more radiologic imaging views performed on the same body part;
- (c) Whether an assistant surgeon, physician assistant, registered nurse, certified operating room technician or any other health or pharmaceutical care professional who is billing independently is involved;
- (d) When a charge includes more than one claim line, whether any service is part of or incidental to the primary service that was provided, or if these services cannot be performed together;
- (e) If the service is reasonably expected to be provided for the diagnosis reported;
- (f) Whether a service was performed specifically for the Member;
- (g) Whether services can be billed as a complete set of services under one billing code.

5.10.2 The Plan Manager develops claims processing edits based on review of one or more of the following sources, which are considered "industry standards," including but not limited to:

- (a) Medicare laws, regulations, manuals and other related guidance;
- (b) Appropriate billing practices;
- (c) National Uniform Billing Committee (NUBC);

- (d) American Medical Association (AMA)/Current Procedural Technology (CPT);
- (e) UB-04 Data Specifications Manual;
- (f) International Classification of Diseases of the U.S. Department of Health and Human Services and the Diagnostic and Statistical Manual of Mental Disorders;
- (g) Medical and surgical specialty certification boards;
- (h) The Plan Manager's medical coverage policies; and/or
- (i) Generally accepted standards of medical, pharmaceutical, behavioral health and dental practice based on credible scientific evidence recognized in published peer reviewed medical or dental literature.

5.10.3 Changes to any one of the sources may or may not lead the Plan Manager to modify current or adopt new claims processing edits. Any such modifications or new claims processing edits will be applied consistently throughout Plan Manager's claims processing edits with its other clients, and not solely applied to the County.

5.10.4 Non-participating providers may bill Members for any amount this Plan does not pay even if such amount exceeds these claims processing edits. Any amount that exceeds the claims processing edits paid by the Member will not apply to deductibles, out-of-pocket limits or Plan maximum out-of-pocket limits, if applicable. The Member will also be responsible for any applicable deductible, coinsurance amount or copayment.

## **ARTICLE 6**

### **Reports, Records, and Audits**

- 6.1 The Plan Manager will provide standard reports to the Plan Administrator and County's third-party benefits consultant, currently Wells Fargo Insurance Services USA, Inc., or other consultant as designated by the County. Reports requested outside of the standard reports are considered "ad hoc reports" and may be made available for an additional cost, upon mutual agreement between the Client and the Plan Manager. However, any information not contained in the standard reports that are required by the County to comply with any federal, state, or local laws or regulations will be provided by Plan Manager at no cost to the County.
- 6.2 The Plan Manager agrees to provide a monthly report of each claim to which the Shared Savings Program Provider Discounts are applied, as further described in Exhibit "E".

- 6.3 The Plan Manager will keep and maintain accounts and records pertaining to its activities under this Agreement which are required by law or by mutual agreement of the parties.
- 6.4 The Plan Manager will prepare and make available records required to assist the County or the Plan Administrator regarding legal action or regulatory review and reporting, upon reasonable request by the County.
- 6.5 County shall have the right to audit the books, records, and accounts of Plan Manager and its subcontractors that are related to this Agreement. Plan Manager and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of Plan Manager and its subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Plan Manager or its subcontractor, as applicable, shall make same available at no cost to County in written form.
- 6.5.1 Plan Manager, through its on-site representative with the County, will provide a thorough explanation of how any claim(s) was paid per the claim data report inclusive of the provider's agreement as it relates to the County, upon request from Plan Administrator and at no cost to the County.
- 6.5.2 Plan Manager and its subcontractors shall preserve and make available, at reasonable times within Broward County for examination and audit by County all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for a minimum period of three (3) years after payment for any service rendered under this Agreement, until resolution of any audit findings, or the period set forth in any other applicable state and/or federal law, including but not limited to HIPAA, whichever is longer the time. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined to be applicable to Plan Manager's and its subcontractors' records, Plan Manager and its subcontractors shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by Plan Manager or its subcontractors. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment upon such entry. County audits and inspections pursuant to this Section may be performed by any County representative (including any outside representative engaged by County). County reserves the right to conduct such audit or review at Plan Manager's place of business, if deemed appropriate by County, with seventy-two (72) hours' advance notice.
- 6.5.3 Any audit may include samples of all claims selected on a basis determined by County, and if a pattern of inaccurate or inconsistent adjudication of claims is found, as determined by County, the initial claim review may be increased, as

determined by County, at no cost to the County. If a pattern of inaccurate or inconsistent adjudication of claims is found, as determined by the County, then the County at its option may have Plan Manager conduct a self-audit (at no cost to the County) or the County may conduct a full audit to determine the extent of the inaccuracies. The most recent report by the Plan Manager's independent accountant on the controls over claims adjudication (known as a SSAE 16 report) will be provided upon request at no cost to the County.

- 6.5.4 Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment upon such entry. If an audit or inspection in accordance with this Section discloses overpricing or overcharges to County of any nature by Plan Manager in excess of two percent (2%) of the total contract billings reviewed by County, the reasonable actual cost of the County's audit shall be reimbursed to County by Plan Manager in addition to making adjustments for the overcharges. Any adjustments and/or payments due as a result of such audit or inspection shall be made within thirty (30) days from presentation of County's findings to Plan Manager.
- 6.5.5 Plan Manager shall ensure that the requirements of this Section are included in all agreements with its subcontractor(s).
- 6.5.6 Plan Manager and its subcontractors shall preserve and make available, at reasonable times for examination and audit by County, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment upon such entry.
- 6.6 Claims records shall be maintained in legible micro-photographic or electronic media format for no less than six (6) years from the date of claims generation, rather than original hard copy. If the County desires that original hard copy records be maintained, the County must notify the Plan Manager in writing no later than forty-five (45) days after the effective date of this Agreement. The Plan Manager will then ship the original documents to a location specified by the County, and the County agrees to pay the cost for this service.
- 6.7 Public Records. To the extent Plan Manager is acting on behalf of County as stated in Section 119.0701, Florida Statutes, Plan Manager shall:
  - a. Keep and maintain public records required by County to perform the services under this Agreement;

- b. Upon request from County, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- c. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion or termination of this Agreement if the records are not transferred to County; and
- d. Upon expiration or termination of this Agreement, transfer to County, at no cost, all public records in possession of Plan Manager or keep and maintain public records required by County to perform the services. If Plan Manager transfers the records to County, Plan Manager shall destroy any duplicate public records that are exempt or confidential and exempt. If Plan Manager keeps and maintains the public records, Plan Manager shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

The failure of Plan Manager to comply with the provisions of this section shall constitute a material breach of this Agreement entitling County to exercise any remedy provided in this Agreement or under applicable law.

A request for public records regarding this Agreement must be made directly to County, who will be responsible for responding to any such public records requests. Plan Manager will provide any requested records to County to enable County to respond to the public records request.

Any material submitted to County that Plan Manager contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Florida Statutes Chapter 119) (“Trade Secret Materials”) must be separately submitted and conspicuously labeled “EXEMPT FROM PUBLIC RECORD PRODUCT – TRADE SECRET.” In addition, Plan Manager must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Florida Statutes Section 812.081 and stating the factual basis for same. In the event that a third party submits a request to County for records designated by Plan Manager as Trade Secret Materials, County shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Plan Manager. Plan Manager shall indemnify and defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments and liabilities of any kind, including attorneys’ fees, litigation expenses, and court costs, relating to the non-disclosure of any Trade Secret Materials in response to a records request by a third party.

**IF PLAN MANAGER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PLAN MANAGER’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 357-7600, [benefitsrecords@broward.org](mailto:benefitsrecords@broward.org), 115 S. ANDREWS AVE., ROOM 514, FORT LAUDERDALE, FLORIDA 33301.**

**ARTICLE 7**  
**Additional Administrative Services**

- 7.1 Plan Manager will provide a Summary Plan Description (SPD) or standard language concerning Plan benefits to assist the Plan Administrator in the preparation of the SPD. This service will be available at the commencement of this Agreement and on an as needed basis throughout the Plan year to assist the County when language changes are made necessary from changes in Plan design, new federal legislation or other governmental requirements. The Plan Manager will also provide the County, a Summary of Benefits and Coverage ("SBC") document for the County's yearly enrollment period. The County will provide the Plan Manager with final approval of the SPD and SBC documents.
- 7.2 The Plan Manager will work with the COBRA Service Provider in providing administrative services regarding COBRA continuation coverage provided under the Plan only as specified in Exhibit "G." The County or the Employer shall continue to have all liability for funding of COBRA coverage benefits under the Plan.
- 7.3 The Plan Manager will assist the County or the Plan Administrator in arranging to provide Clinical Program services with respect to the Plan only as specified in Exhibit "N."
- 7.4 The Plan Manager will provide the following miscellaneous administrative services:
- (a) Production of basic Member identification cards.
  - (b) Routine claims processing audit controls.
  - (c) Fraud investigation services.
- 7.5 The Plan Manager will provide "Subrogation/Recovery" services (in addition to routine application of the coordination of benefits provisions of the Plan) for identifying and obtaining recovery of claims payments from all appropriate parties through operation of the subrogation or recovery provisions of the Plan.
- (a) Subrogation/Recovery services will be provided by the Plan Manager unless the County proposes exceptions that are acceptable to the Plan Manager. Such services may only be performed by the Plan Manager or by subcontractors and/or counsel selected by the Plan Manager.
  - (b) Subrogation/Recovery services include the following activities:
    - (1) Investigation of claims and obtaining additional information to determine if a person or entity may be the appropriate party for payment;
    - (2) Presentation of appropriate claims and demands for payment to parties determined to be liable;

- (3) Notification to Members that recovery or subrogation rights will be exercised with respect to a claim; and
  - (4) Filing and prosecution of legal proceedings against any appropriate party for determination of liability and collection of any payments for which such appropriate party may be liable.
- (c) In the event of termination of this Agreement, Subrogation/Recovery services will be continued only in respect to claims processed under this Agreement and those continued services will be provided by Plan Manager until completion. Subrogation/Recovery services will cease immediately if the termination of this Agreement results from a material default in the delivery of such subrogation services.
- (d) The cost to the County for providing services under this Article 7.5 is presented within Exhibit "G," in accordance with Article 9. However, there will be no cost to the County for recovery of claims payments made in error by the Plan Manager exclusive of any other cause. Also in this context, the Plan Manager may not be obligated to file and prosecute legal proceedings against persons for determination of liability and collection of any payments.
- (e) Subrogation/Recovery services will be provided by the Plan Manager when a group has contracted with a third party vendor (ex. Stop Loss carrier). Any recoveries are reported to the County. The County is responsible for any required notifications/reimbursements to their contracted third parties. In the event the Plan Manager is also the contracted Stop-Loss carrier, the required notifications/reimbursements will be provided to the Stop-Loss carrier.
- 7.6 The Plan Manager may retain or coordinate with service providers, experts, or professional advisors to assist the Plan Manager in providing services under this Agreement. The County shall not be obligated to reimburse the Plan Manager for these services, unless expressly agreed to in writing by the County prior to Plan Manager's retention of the above mentioned service providers, experts, or professional advisors.
- 7.7 The Plan Manager, within the scope of its professional ability and its duties under this Agreement, will serve in the limited capacity of Plan fiduciary for final determination of claims.
- 7.8 The Plan Manager will arrange access to one or more networks of health care and pharmaceutical providers which are presently available through an arrangement with the Plan Manager only as specified in Exhibit "D."

If County requests or Plan Manager is offering a separate alternative provider network arrangements outside those agreed to in this Article 7.8 and Exhibit "D," such as an incentive program, the County understands that a special access fee may apply, depending upon the network or arrangement, when mutually agreed to by the County and Plan Manager.



- 7.9 The Plan Manager will arrange access for the County to certain Shared Savings Program Provider Discounts established by the Plan Manager which may be available at the time services are rendered only as specified in Exhibit "E."
- 7.10 Pursuant to the Medicare, Medicaid and SCHIP Extension Act of 2007 ("MMSEA"), the Plan Manager and the County agree to the following:
- (a) The Plan Manager will register with the Centers for Medicare & Medicaid Services' Coordination of Benefits Contractor (COBC), and will continually collect and report specified information regarding the County's group health and pharmaceutical Plan arrangements to CMS, in compliance with the Section 111 Medicare Secondary Payer provisions of the Act.
  - (b) The Plan Manager agrees to register with the COBC as a "Responsible Reporting Entity" (RRE), if necessary, in order to report specified information regarding group health and pharmaceutical Plan arrangements to the U.S. Department of Health and Human Services (HHS) and the Centers for Medicare & Medicaid Services (CMS).
  - (c) The Plan Manager agrees to use best efforts to collect from the County and Plan Members any information as specified by HHS and CMS.
  - (d) The Plan Manager agrees to submit to HHS and CMS all necessary information and data elements in the required form, manner and frequency as specified by the Section 111 Medicare Secondary Payer Mandatory Reporting Provisions.
  - (e) The County shall cooperate with the Plan Manager and use its best efforts to obtain and provide any necessary data to assist the Plan Manager in complying with Section 111 Medicare Secondary Payer Reporting Provisions. The County will agree to allow the Plan Manager to take any steps reasonably necessary to compel cooperation from Members.
- 7.11 The Plan Manager will monitor the quality of services which it is obligated to perform under this Agreement and apply internal controls to assure quality. Accordingly, the Plan Manager represents that it will perform certain obligations under the Agreement in accordance with the performance criteria presented in Exhibit "I" and related Attachments.
- 7.12 The Plan Manager will provide an incentive-based health, pharmaceutical and wellness programs as specified in Exhibit "J."

## **ARTICLE 8**

### **Banking**

- 8.1 The rights and obligations of the County and the Plan Manager under this Article 8 shall be regulated through a "Banking Agreement" as specified in Exhibit "F."

- 8.2 The County promises that sufficient funds will be available on a timely basis to honor all claims reimbursements under the Plan. Upon notice from the Plan Manager that additional funds are required, the County promises that adequate funds will be immediately provided to fund claims approved.
- 8.3 The County agrees that funds provided to honor all claims reimbursements under the Plan will be United States money, which may be transmitted by wire transfer or other medium agreed to by the Plan Manager and the County.

**ARTICLE 9**  
**Costs of Administrative Services**

- 9.1 The Plan Manager shall be entitled to a fee for services provided under this Agreement described on Exhibit "B" to this Agreement.
- 9.2 Payments received after the grace period (see Section 3.10) are subject to a late charge of 1.25 % per month (or the maximum amount allowed by applicable law, if less) multiplied by the past due amount. The County must pay the late charge along with all amounts due to the Plan Manager in order to bring the account current.
- 9.3 The Plan Manager may assess additional fees for administrative costs associated with substantial change requests and/or document revision requests received from the County after the Plan effective date, and for administrative costs associated with required federal or state legislation (if applicable) implementation. The Plan Manager will provide advance notice with an itemized written proposal to the County in the event that an additional fee is required. The Plan Manager shall not be obligated to implement requested changes until mutual agreement of fee amount has been reached between the County and the Plan Manager.

**ARTICLE 10**  
**Term of Agreement**

- 10.1 This Agreement shall commence on January 1, 2018 and terminate on December 31, 2018, unless termination occurs earlier pursuant to the terms of this Agreement. However, if the term of this Agreement extends beyond a single fiscal year of County, the continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and availability of funds in accordance with Chapter 129, Florida Statutes.
- 10.2 County has the option to renew this Agreement for three (3) additional renewal terms upon written mutual consent of both County and Plan Manager. The first renewal term shall commence on January 1, 2019 and shall end on December 31, 2019 (the "First Renewal Term"). The second renewal term shall commence on January 1, 2020 and shall end on December 31, 2020 (the "Second Renewal Term"). The Third renewal term shall commence on January 1, 2021 and shall end on December 31, 2021 (the "Third Renewal Term"). If Plan Manager intends to enter into renewal negotiations with County, Plan

Manager shall notify County of its intent to do so at least two hundred seventy (270) days prior to the expiration of the initial term of this Agreement and any renewal term thereof.

- 10.3 Notwithstanding the above, County shall have the right, by and through its County Administrator and at his/her sole discretion, to extend the term of this Agreement on a month to month basis, for a maximum of six (6) months (“Extension Term”), due to ongoing negotiations and/or to allow time for transition to a new vendor on the same benefits and pricing terms as existed during the preceding term. However, if either party proposes any changes to the terms and conditions of the Agreement which would become effective during the Extension Term, the County Administrator’s decision to extend the Agreement shall be subject to Board approval.

## **ARTICLE 11**

### **Termination**

- 11.1 This Agreement may be terminated by the Plan Manager at the end of the contract period upon advance written notice to the County of at least one hundred eighty (180) days.
- 11.2 This Agreement may be terminated for convenience by the Board. Termination for convenience by the Board shall be effective on the termination date stated in written notice provided by County, which termination date shall be not less than thirty (30) days after the date of such written notice. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances in the event the County Administrator determines that termination is necessary to protect the public health, safety, or welfare. If County erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.
- 11.3 In the event this Agreement is terminated for convenience, Plan Manger shall be paid for any services properly performed under the Agreement through the termination date specified in the written notice of termination. Plan Manager acknowledges that it has received good, valuable and sufficient consideration from County, the receipt and adequacy of which are, hereby acknowledged by Plan Manager, for County’s right to terminate this Agreement for convenience.
- 11.4 This Agreement may be terminated for cause by County for reasons including, but not limited to, Plan Manager’s repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work, or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement. The Agreement may also be terminated for cause if Plan Manager is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes, or if Plan Manager provides a false certification submitted pursuant to Section 287.135, Florida Statutes.

- 11.5 The Plan Manager, in its discretion, may terminate this Agreement before the end of any contract period upon thirty (30) days written notice, if the County fails to cure any one or more of the following deficiencies before the end of the thirty (30) day notice period:
- (a) Failure to pay all or part of the fees payable under Article 9 of this Agreement when due.
  - (b) Failure to provide adequate funds to honor claims reimbursement payments on a timely basis.
- 11.6 Either party may terminate this Agreement immediately upon written notice in the event of:
- (a) The bankruptcy, insolvency or liquidation of the other party; or
  - (b) The commission by the other party of any material breach of this Agreement which is not cured in connection with the performance of its duties under this Agreement. However, a material breach of this Agreement may be cured within thirty (30) days after written notice from the other party.
- 11.7 In the event of the termination of this Agreement, the Plan Manager will provide the County or the Plan Administrator with access to records or information concerning the Plan in its possession, upon written request. The Plan Manager will within a reasonable time honor requests for copies of records and information provided they are reasonable and the County agrees to pay for the services as outlined under the administration fees in Exhibit "B." The Plan Manager shall have the right to retain copies of such property and records as agreed to by the County or as otherwise required by law.
- 11.8 Upon termination of this Agreement, Plan Manager will process claims for a run-out period of twelve (12) months. The County agrees that the Plan Manager will have no obligation to process claims beyond the end date of the run-out period. The obligations of this section, 11.8, shall survive the expiration or earlier termination of this Agreement.
- 11.9 Termination under this Article 11 shall not cause either party to waive any rights it may have to exercise any remedies available to it under any other Article or Exhibit in this Agreement or under any applicable law.

## **ARTICLE 12** **Confidentiality**

The obligations of the Plan Manager, Plan Administrator, and the County regarding information of a confidential or personal nature about individuals with respect to whom benefits may be or become payable under the provisions of the Plan are identified in a separate executed document entitled Business Associate Agreement.

**ARTICLE 13**  
**Indemnification**

13.1 Plan Manager shall at all times hereafter indemnify, hold harmless and defend County and all of County's current and former officers, agents, servants, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorneys' fees, court costs, and expenses (collectively, a "Claim"), raised or asserted by any person or entity not a party to this Agreement, which Claim is caused or alleged to be caused, in whole or in part, by any intentional, reckless or negligent act or omission of Plan Manager, its current or former officers, employees, agents or servants, arising from, relating to, or in connection with this Agreement. In the event any Claim is brought against an Indemnified Party, Plan Manager shall, upon written notice from County, defend each Indemnified Party against each such Claim by counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the Contract Administrator and the County Attorney, any sums due Plan Manager under this Agreement may be retained by County until all of County's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County. Nothing in this paragraph is intended to serve as a waiver of Plan Manager's sovereign immunity or of any other rights or limits to liability existing under Section 768.28, Florida Statutes, or otherwise existing under applicable law.

13.2 To the extent permitted by Florida law, and except as otherwise expressly provided in this Agreement, the County agrees to reimburse Plan Manager and hold its directors, officers, and employees harmless up to the monetary limits of Section 768.28, Florida Statutes (inclusive of attorney's fees), from any liability or loss suffered by Plan Manager resulting from claims or judgments against Plan Manager arising out of any intentional, negligent, or reckless act of, or omission by the County for any of its (a) duties, responsibilities and obligations under this Agreement; or (b) any legal action to recover benefits under the Plan. However, as to any such claim or judgment where there is a final adjudication by a court of competent jurisdiction that Plan Manager has breached any fiduciary duty with respect to the Plan, Plan Manager wrongfully denied a benefit, or if any such claim is settled by Plan Manager or at its request, then Plan Manager shall be responsible for all amounts and expenses (including attorney's fees and costs) and County shall have no obligation to reimburse or hold harmless in connection with that claim or judgment.

Except with regard to the reimbursement obligation stated above, the County's agreement to reimburse Plan Manager is not intended to serve as a waiver of the County's sovereign immunity or of any rights or limits to liability existing under Section 768.28, Florida Statutes, or otherwise existing under applicable law.

13.3 This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

## **ARTICLE 14**

### **Taxes and Assessments**

If a tax or other assessment is imposed upon the Plan Manager when it is the obligation of the County, as a self-funded Employer, to pay (for example, a tax related to the Affordable Care Act that is the responsibility of the self-funded Plan, but collected by the Plan Manager on behalf of the Plan), the Plan Manager will provide written notification to the County together with a copy of the tax bill or assessment within ten (10) business days of receipt. If County directs Plan Manager to pay the tax or assessment, the County shall reimburse the Plan Manager for any amounts paid on the County's behalf.

## **ARTICLE 15**

### **Defense of Actions**

- 15.1 The County and the Plan Manager agree to cooperate with respect to (a) the determination, settlement, and defense of any and all claims for benefits undertaken by the Plan Manager pursuant to this Agreement, and (b) the settlement of and conduct of a defense against any claim for benefits which has been denied, which may include attending hearings and trials and assisting in securing the attendance of witnesses and giving of evidence.
- 15.2 The payment of legal fees arising out of any transaction or activity under this Agreement shall be the responsibility of the person incurring the expense, except as provided in Article 13. However, legal fees incurred by the Plan Manager and attributable to a request, direction, or demand by the Plan Administrator that are not made pursuant to Article 13 shall be the responsibility of the person making the request, direction or demand.

## **ARTICLE 16**

### **Miscellaneous**

- 16.1 Ancillary Agreements. The County agrees to execute or cause to be executed all ancillary agreements appropriate and necessary, as determined by the County, to enable the services described in this Agreement to be performed. All executed ancillary agreements containing Plan information shall be incorporated herein. In the event that language within ancillary agreements is in conflict with the terms of this Agreement, the terms of this Agreement shall prevail and be given effect.
- 16.2 Entire Agreement. This document, which includes the Exhibits, represents the final and complete understanding of the Parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

- 16.3 Assignment and Performance. Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other Party. In addition, Plan Manager shall not subcontract any portion of the work required by this Agreement. Notwithstanding the Termination provision of this Agreement, County may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Plan Manager of this Agreement or any right or interest herein without County's written consent.

Plan Manager represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

Plan Manager shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of Plan Manager's performance and all interim and final product(s) provided to or on behalf of County shall be comparable to the best local and national standards.

- 16.4 Notices. Whenever either Party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the Parties designate the following:

For the County:

Attn: Director of Human Resources Division, Contract Administrator  
Broward County Governmental Center  
115 South Andrews Avenue, Room 508  
Fort Lauderdale, Florida 33301

With a copy to:  
Office of the County Attorney  
Broward County Governmental Center  
115 S. Andrews Avenue, Suite 423  
Fort Lauderdale, Florida 33301

(The remainder of this page is left intentionally blank.)

For the Plan Manager:

John A. Benz, President & Chief Executive Officer  
Community Care Plan  
1643 Harrison Parkway (H-200)  
Sunrise, Florida 33323  
Tel. No.: (954) 622-3223  
Fax No. (954) 417-7095  
Email: [jbenz@ccpcares.org](mailto:jbenz@ccpcares.org)

With a copy to:

D. Ty Jackson  
GrayRobinson, P.A.  
P.O. Box 11189 (32302-3189)  
301 South Bronough Street, Suite 600  
Tallahassee, Florida 32301  
Email: [ty.jackson@gray-robinson.com](mailto:ty.jackson@gray-robinson.com)

- 16.5 Compliance with Laws. Plan Manager shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.
- 16.6 Severance. In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless County or Plan Manager elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days of final court action, including all available appeals.
- 16.7 Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. All Parties acknowledge and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, to the extent not preempted by federal law, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. BY ENTERING INTO THIS AGREEMENT, PLAN MANAGER AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN



CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.

- 16.8 Amendments. The Parties may amend this Agreement to conform to changes in federal, state, or local laws, regulations, directives, and objectives. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by County and Plan Manager or others delegated authority to or otherwise authorized to execute same on their behalf.
- 16.9 Representation of Authority. Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.
- 16.10 Payable Interest.
- 16.10.1 Payment of Interest. Except as required by the Broward County Prompt Payment Ordinance, County shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Plan Manager waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.
- 16.10.2 Rate of Interest. In any instance where the prohibition or limitations of Section 16.10 are determined to be invalid or unenforceable, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, shall be .025 percent simple interest (uncompounded).
- 16.11 Interpretation. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as “herein,” “hereof,” “hereunder,” and “hereinafter” refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.
- 16.12 Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of Articles 1 through 16 of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 16 shall prevail and be given effect.

16.13 Joint Preparation. The Parties and their counsel have participated fully in the drafting of this Agreement and acknowledge that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

16.14 Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and each is, therefore, a material term hereof.

Either party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

16.15 Conflicts. Neither Plan Manager nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Plan Manager's loyal and conscientious exercise of judgment and care related to its performance under this Agreement.

None of Plan Manager's officers or employees shall, during the term of this Agreement, serve as an expert witness against County in any legal or administrative proceeding in which he, she, or Plan Manager is not a party, unless compelled by court process. Further, such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of County in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Plan Manager or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event Plan Manager is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, Plan Manager shall require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as Plan Manager.

16.16 Third Party Beneficiaries. Neither Plan Manager nor County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

16.17 Public Entity Crime Act. Plan Manager represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for

a public entity crime may not submit a bid on a contract to provide any goods or services to County, may not submit a bid on a contract with County for the construction or repair of a public building or public work, may not submit bids on leases of real property to County, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with County, and may not transact any business with County in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by County pursuant to this Agreement, and may result in debarment from County's competitive procurement activities.

In addition to the foregoing, Plan Manager further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Plan Manager has been placed on the convicted vendor list.

- 16.18 Nondiscrimination, Equal Employment Opportunity, and Americans with Disabilities Act. Plan Manager shall not unlawfully discriminate on the basis of race, color, national origin, sex, religion, age, marital status, political affiliation, disability, sexual orientation, pregnancy, or gender identity and expression (including but not limited to any other protected category in Broward County Code, Chapter 16½, as may be amended from time to time) in the performance of this Agreement, the solicitation for or purchase of goods or services relating to this Agreement, or in subcontracting work (if authorized) in the performance of this Agreement. Plan Manager shall include the foregoing or similar language in its agreements with any subcontractors, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 CFR Parts 23 and 26, as amended. Failure to comply with the foregoing requirements is a material breach of the Agreement, which may result in termination of this Agreement or such other remedy as County deems appropriate.

Plan Manager shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. Plan Manager shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by County, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, Plan Manager shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

By execution of this Agreement, Plan Manager represents that it has not been placed on the discriminatory vendor list (as provided in Section 287.134, Florida Statutes, as may be amended from time to time). County hereby materially relies on such representation in entering into this Agreement. An untrue representation of the foregoing shall entitle County to terminate this Agreement and recover from Plan Manager all monies paid by County pursuant to this Agreement, and may result in debarment from County's

competitive procurement activities.

- 16.19 Rights in Documents and Work. Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of County, and, if a copyright is claimed, Plan Manager grants to County a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Plan Manager, whether finished or unfinished, shall become the property of County and shall be delivered by Plan Manager to the Plan Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to Plan Manager shall be withheld until all documents are received as provided herein.
- 16.20 Contingency Fee. Plan Manager warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Plan Manager, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Plan Manager, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, County shall have the right, at its discretion, to terminate this Agreement without liability, or to deduct from this Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.
- 16.21 Additional Services and Changes in Administrative Management Services. County or Plan Manager may request changes that would increase, decrease, or otherwise modify the administrative management services to be provided under this Agreement, including Exhibits. Such changes must be contained in a written amendment, prepared and executed consistent with Section 16.8 of this Agreement entitled "Amendments," prior to any deviation from the terms of this Agreement, including the initiation of any additional services. County shall compensate Plan Manager for such additional services as mutually agreed to by the parties.
- 16.22 Legislative, Regulatory, or Administrative Change. In the event there shall be a change in the relevant federal or state statutes or regulations, the adoption of new federal or state legislation, or a change in any reimbursement system, any of which are reasonably likely to materially and adversely affect the manner in which either party may perform under this Agreement or which shall make this Agreement unlawful, the parties shall immediately enter into good faith negotiations regarding a new service agreement that complies with the law, regulation or policy and that approximates as closely as possible the position of the parties prior to the change.
- 16.23 Plan Manager Representations and Warranties. Plan Manager warrants and guarantees unto County the following:
- 16.23.1 Neither Plan Manager nor any officer, stockholder, director, or employee of Plan Manager, nor any affiliate of Plan Manager, is subject to any present

or past litigation or administrative proceeding of or before any court or administrative body which would have a materially adverse effect on Plan Manager, or its ability to discharge its responsibilities under this Agreement, or which would impair the ability of Plan Manager to act as a fiduciary, nor, to its knowledge, is any such litigation or proceeding presently threatened against any of them or their property.

- 16.23.2 Plan Manager is presently in compliance with all existing laws and regulations, a violation of which would or could materially adversely affect Plan Manager's operations or would or could materially adversely affect its ability to fulfill its obligations and undertakings set forth in this Agreement.
- 16.23.3 Plan Manager is in good standing with the State of Florida and all departments and agencies thereof, and is appropriately licensed under the laws of the State of Florida to perform all obligations imposed upon Plan Manager under this Agreement, including functioning as a third party contract administrator. Plan Manager warrants and guaranties that it is properly licensed and authorized to do business in Broward County as required by the laws of the State of Florida, and the administrative rules and regulations.
- 16.23.4 Plan Manager has and shall maintain the capability to adequately carry out the record keeping and reporting requirements of the Plan including access to the necessary computer and data retention equipment needed to provide such record keeping and reporting.
- 16.23.5 The officer who signs this Agreement on Plan Manager's behalf, his or her name and signature appearing on the signature page corresponding to Plan Manager hereto, has full power and authority to execute this Agreement, and such officer's execution and Plan Manager's performance of the Agreement is a valid and binding obligation of Plan Manager which does not conflict with Plan Manager's respective articles of incorporation, by-laws, or any other Agreements to which Plan Manager is bound.
- 16.23.6 All employee records, accounts and information therein regarding the Plan Manager shall be the property of County and Plan Manager shall not sell, provide, or in any way disseminate such information without the prior written consent of County.
- 16.24 Domestic Partnership Requirement. Plan Manager certifies and represents that it will comply with County's Domestic Partnership Act (Section 16½-157 of the Broward County Code of Ordinances, as amended) during the entire term of the Agreement. The failure of Plan Manager to comply shall be a material breach of the Agreement, entitling County to pursue any and all remedies provided under applicable law or under Section 16½-157, including, but not limited to (1) retaining all monies due or to become due Plan Manager until Plan Manager complies; (2) termination of the Agreement; (3) and suspension or

debarment of Plan Manager from doing business with County. For that purpose, the contract language referenced in Section 16½ -157 is incorporated herein as though fully set forth in this paragraph.

- 16.25 Incorporation by Reference. The attached Exhibits "A," "B," "C," "D," "E," "F," "G," "H," "I," "J," "K," "L," "M," "N," "O," "P," " and "Q" are incorporated into and made a part of this Agreement.
- 16.26 Drug-Free Workplace. It is a requirement of County that it enter into contracts only with firms that certify the establishment of a drug-free workplace in accordance with Section 21.31(a)(2) of the Broward County Procurement Code. Execution of this Agreement by Plan Manager shall serve as Plan Manager's required certification that it either has or that it will establish a drug-free workplace in accordance with Section 287.087, Florida Statutes, and Section 21.31(a)(2) of the Broward County Procurement Code.
- 16.27 Truth-in-Negotiation Representations. Plan Manager's compensation under this Agreement is based upon representations supplied to County by Plan Manager, and Plan Manager certifies that the information supplied is accurate, complete, and current at the time of contracting. County shall be entitled to recover any damages it incurs to the extent such representation is untrue.
- 16.28 Escheatment. The State of Florida requires escheatment of unclaimed moneys which, as it pertains to this Agreement, would be represented by uncashed checks unprocessed by the Participants within the statutory time period relative to their participation in the Plan. Plan Manager shall provide an accounting of such checks to County, in a format acceptable to State standards, within one hundred eighty (180) days after the close of the Plan Year. Upon receipt of such accounting, County shall require Plan Manager to take all necessary steps to comply with the State of Florida's escheatment procedures.
- 16.29 Use of County Logo. Plan Manager shall not use County's name, logo, or otherwise refer to this Agreement in any marketing or publicity materials without the prior written consent of County.
- 16.30 Signature. This Agreement shall be considered executed by the Plan Manager and the County, upon signature of both the Plan Manager and the County.
- 16.31 Multiple Originals. Multiple copies of this Agreement may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, and SOUTH FLORIDA COMMUNITY CARE NETWORK, LLC, d/b/a COMMUNITY CARE PLAN, signing by and through its \_\_\_\_\_ on the \_\_\_ day of \_\_\_\_\_, 20\_\_.

COUNTY

ATTEST:

BROWARD COUNTY, through its  
BOARD OF COUNTY COMMISSIONERS

BY \_\_\_\_\_  
Mayor

\_\_\_\_\_  
Broward County Administrator, as  
Ex-Officio Clerk of the Board of County  
Commissioners of Broward County,  
Florida \_\_\_ day of \_\_\_\_\_, 20\_\_.

Approved as to form by  
Andrew J. Meyers  
Broward County Attorney  
Governmental Center, Suite #423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-7641

Insurance requirements  
approved by Broward County  
Risk Management Division

By Tim Crawley  
Tim Crawley Property Specialist  
Print Name and Title above

By Tricia D. Brissett 10.03.2017  
Tricia D. Brissett (Date)  
Assistant County Attorney

AGREEMENT FOR ADMINISTRATIVE MANAGEMENT SERVICES BETWEEN  
BROWARD COUNTY AND SOUTH FLORIDA COMMUNITY CARE NETWORK, LLC,  
D/B/A COMMUNITY CARE PLAN FOR SELF-INSURED GROUP HEALTH AND  
PHARMACY INSURANCE COVERAGE AND BENEFITS INSURING BROWARD  
COUNTY EMPLOYEES

**PLAN MANAGER**

WITNESSES:

SOUTH FLORIDA COMMUNITY CARE  
NETWORK, LLC, d/b/a COMMUNITY  
CARE PLAN, a Florida limited liability  
company

\_\_\_\_\_  
Signature of Witness

By \_\_\_\_\_,  
President

\_\_\_\_\_  
Print Name and Title of Witness

\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Signature of Witness

(CORPORATE SEAL)

\_\_\_\_\_  
Print Name and Title of Witness



AGREEMENT FOR ADMINISTRATIVE MANAGEMENT SERVICES BETWEEN  
BROWARD COUNTY AND SOUTH FLORIDA COMMUNITY CARE NETWORK, LLC,  
D/B/A COMMUNITY CARE PLAN FOR SELF-INSURED GROUP HEALTH AND  
PHARMACY INSURANCE COVERAGE AND BENEFITS INSURING BROWARD  
COUNTY EMPLOYEES

**PLAN MANAGER**

WITNESSES:

SOUTH FLORIDA COMMUNITY CARE  
NETWORK, LLC, d/b/a COMMUNITY  
CARE PLAN, a Florida limited liability  
company

*Crystal Quinn*

Signature of Witness

Crystal Quinn, CCP

Print Name and Title of Witness

*Migdalia Soto Roka*

Signature of Witness

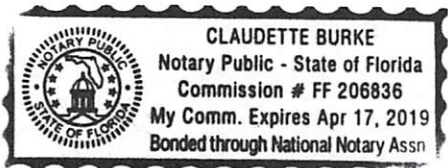
Migdalia Soto Roka

Print Name and Title of Witness

By *John L. Burns*  
President

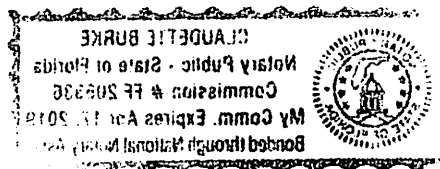
3 day of October, 2017

(CORPORATE SEAL)



*CBurke*  
*3/10/17*





## **EXHIBIT "A"**

### **SCOPE OF SERVICES**

Plan Manager will provide a self-insured health and pharmacy plan with a medical management model focused on concierge-level member services and a narrow network comprised of the four large hospital groups in Broward County (Memorial Healthcare System, North Broward Hospital District, Holy Cross Hospital and Cleveland Clinic Florida – Weston).

The County will determine eligibility for coverage and collect, determine and maintain dependent documentation and eligibility. Plan Manager will accept County enrollment processes, including enrollment form and electronic enrollments.

The County provides health and pharmacy benefits to benefit-eligible employees (full-time and part-time 20 hours), spouses (same and opposite sex), domestic partners (same and opposite sex), children (including natural born, step-children, children of a domestic partner, foster children, adopted children and children under legal guardianship) through the end of the year in which they attain age of 26, over age dependents age 26 through the end of the year in which they attain age 30, Retirees and COBRA participants.

Plan Manager will accept County's plan rules for coverage start dates (1<sup>st</sup> of the month following 60 days of benefit-eligible employment) and end dates (last day of the month in which employee retires or separates from County employment). Plan Manager agrees to accept retro-active enrollments up to ninety (90) days when authorized by County.

Plan Manager will provide the following benefits and services:

- Member Customer Service
  - Dedicated Customer Service Team and Team Lead
  - Member Kit @ No Cost to County
  - Customized ID Card @ No Cost to County
- Member Tools
  - Open access, no Primary Care Physician selection required by member
  - Access to dedicated webpage/microsite for County members to access plan material, physician network, etc.
  - Access to Virtual Visits (with any administration cost to be built into admin cost)
  - Access to Cost Tool
- Provider Operations
  - Commitment to educate Provider Network of onboarding County members
  - Pediatrix Medical Group (Neonatology) shall be contracted as an in-network provider prior to January 1, 2018.
- Population Health
  - Monthly or Quarterly Plan Performance Review w/Medical Director (Med/Rx)
  - Monthly Reporting to County, Benefits Consultant, Data Warehouse at no additional cost (including necessary file feeds and ad-hoc reports for health and pharmacy)

- Pharmacy
  - Annual Formulary Changes Only (unless a brand drug goes generic/FDA required)
- Claims
  - Data Preparation to assist with for Florida Office of Insurance Regulation (FLOIR) self-insured health plan annual filing.
  - Incurred But Not Reported (IBNR) annual preparation for Budget Office
  - High Cost Claimant Reporting to Stop Loss Carrier at County determined level
  - Annual preparation of Premium Equivalent Rates (Projections)
- Other
  - Provide a Wellness Reward Program for employee and enrolled spouse/domestic partner to earn rewards based on completion of agreed upon preventive/healthy engagements.
  - Provide staff for Open Enrollment/Wellness/Health Fair/County Administrator Meetings as requested
  - Advise County on suggested/Mandated Health and Pharmacy plan Changes
  - Preparation of Summary of Benefits prior to open enrollment
  - Preparation of Summary Plan Description

END OF EXHIBIT "A"

**EXHIBIT "B"**

**SCHEDULE OF FEES**

Plan Manager hereby designates the information contained within **Exhibit B**, includes confidential, proprietary, and/or trade secret information according to Sections 688.002(4), 812.081(1)(c), and other Florida and federal law, and should be excluded from public inspection. Both Parties agree this information is disclosed only for the purpose of evaluating the Community Care Plan – Broward County Board of County Commissioners discount analysis, and the Parties agree not to disclose this information for any other purpose, internally or externally, unless required by law.

**END OF EXHIBIT "B"**

**(This page is intentionally left blank.)**

**EXHIBIT "C"**

**IDENTIFICATION OF THE PLAN**

**SUMMARY PLAN DESCRIPTION / BENEFIT PLAN DESIGN**

The Plan Manager shall provide draft Summary Plan Description (SPD) and Summary Plan Benefits and Coverage (SPCs) to County within ninety (90) days of execution of this Agreement. County will review and comment, and the Plan Manager shall revise accordingly. Upon written approval by the Contract Administrator of the final or revised SPD and SPCs, such approved SPD and SPCs shall be automatically deemed incorporated herein.

**(This page is intentionally left blank.)**



## **EXHIBIT "D"**

### **NETWORKS**

#### **DEFINITIONS**

- D1.1 "Covered Services" mean health care services or supplies to which a health care coverage provision of the Plan might apply.
- D1.2 "Health Care Provider" means any physician, practitioner, hospital, facility, laboratory, or any other provider of health care services or supplies which are Covered Services under the terms of the Plan.
- D1.3 "Network" means a network of Preferred Providers which is available to provide services with respect to Members in connection with this Agreement.
- D1.4 "Provider" means a Health Care Provider that is available by virtue of this Agreement to furnish services or supplies with respect to Members under applicable utilization management or case management provisions of the Plan.
- D1.5 "Provider Services" means Covered Services provided by a Provider or for emergency care.
- D1.6 "Service Area" means the Zip Code Areas in which each Network provides health care services in accordance with the terms of this Agreement and the Plan.
- D1.7 "Zip Code Area" means the geographical area described by any five-digit zip code established by the United States Post Office.

#### **NETWORKS**

- D2.1 The Plan Manager will engage one or more Networks to provide Covered Services under the Provider Services provisions of the Plan, within the Service Area. The Plan Manager will provide a listing of Network locations within the Service Area.

(The remainder of this page is left intentionally blank.)

PROVIDERS

- D3.1 The County agrees that the Plan Manager shall not be held responsible for the actions of Health Care Providers, including providing health care services, and that in no event shall the hold harmless and indemnity provisions of this Agreement apply against the Plan Manager with respect to any expense caused by the acts or omissions of Health Care Providers.
- D3.2 The Plan Manager represents that provider agreements entered into by it in connection with its obligations under this Agreement comply with all of the requirements of applicable law. With respect to its obligations under this Agreement, the Plan Manager will exercise due diligence in selecting Health Care Providers.
- D3.3 The Plan Manager acknowledges that providers of professional health care services under contract with a Network maintained by the Plan Manager or by companies under common control with it comply with credentialing standards no less stringent than those prevailing in the industry.

(The remainder of this page is left intentionally blank.)

END OF EXHIBIT "D"

**EXHIBIT "E"**

**SHARED SAVINGS PROGRAM PROVIDER DISCOUNTS**

In accordance with Article 7.9, the Plan Manager will arrange access for the County to certain provider discounts established by the Plan Manager that may be available at the time when services are rendered and/or provider fee negotiations occur. The Shared Savings Program does not extend to services by providers that the County has already contracted for by selecting a network through the Plan Manager or through contracting directly with a network or provider.

- E1.1 The "savings" are the expenses charged by the provider above the discounted provider fee.
- E1.2 The County realizes that the Shared Savings Program provider discounts and/or fee negotiations are only available with respect to hospital or facility services that are part of the current program structure but that the program structure may change over time.
- E1.3 The Shared Savings Program does not include discounts with respect to (a) providers that the County has already contracted for by selecting a network through the Plan Manager, or (b) networks or providers with which the County has directly contracted.
- E1.4 After application of the Shared Savings Program, Plan benefits will be determined as if the services were provided in an out-of-network setting, unless it is appropriate that they be considered as in-network due to the application of the urgent/emergency benefits provision of the Plan.

(The remainder of this page is left intentionally blank.)

**END OF EXHIBIT "E"**

(This page is intentionally left blank.)

## EXHIBIT "F"

### BANKING AGREEMENT

In order to facilitate the transfer of claims payment funds in connection with the County's obligations under the Plan Management Agreement, the "County," **Broward County** and the "Plan Manager", **Community Care Plan**, agree to the following terms and conditions:

Under this method of claims payment, **WEEKLY AS ISSUED**, claims are paid by means of **checks and Electronic Funds Transfer (EFT's)** drawn against the Claims Payment Account set up by the Plan Manager.

F1.1 The Plan Manager will inform the County two days in advance of the amount of the electronic payment that must be paid from the County's Designated Account for checks and EFT's issued the previous week. The County will be informed each Monday of the amount of the checks and EFT's issued the previous week.

F1.2 The County will establish and maintain a Designated Account which will fund claims checks and EFT's under the Plan Management Agreement.

- (a) The County will initiate an electronic payment to fund the Claims Payment Account. The electronic payment is to be effective on Wednesday following the receipt of the weekly funding request.
- (b) The County will pay any banking fees charged to service the Designated Account.

F1.3 With respect to the Claims Payment Account:

- (a) Amounts credited to the Claims Payment Account by the County will be made from the County's general assets or a fund established by the County.
- (b) The Plan Manager will pay any banking fees charged to service the Claims Payment Account.
- (c) No interest will be paid with respect to balances in the Claims Payment Account.
- (d) The County will make an advanced claim funding payment to the Claims Payment Account in the amount of **\$33,000**. This amount represents an estimated six (6) days of claims expense activity with respect to the Plan.
- (e) No claims payments will be made until the advanced claim funding amount is received by the Plan Manager no later than one (1) business day before the effective date of the Plan.
- (f) The advanced claim funding amount will be increased if the claim account incurs overdrafts due to an inadequate advanced claim funding amount. In the event it is later determined that an increase in the amount of the advanced claim funding is necessary due to increased claims activity, or an increase in the amount of electronic claims payments to providers, the Plan Manager will present the proposed new advanced claim funding amount to the County. If the County does not deposit these additional funds into the Claim Payment Account, the Plan

Manager has the right to hold claim processing until the additional advanced claim funding has been received into the Claim Payment Account.

- (g) The County will reimburse the Plan Manager for any bank fees related to overdrafts caused by the County in the Claims Payment Account.
- (h) Upon termination of this agreement, all remaining money in the Claims Payment Account will be returned to the County after all claims and fees, if any, have been paid.

F1.4 The Plan Manager will provide a monthly financial reconciliation statement that reports Claims Payment Account activity.

F1.5 While this Plan Management Agreement is in effect, the County and the Plan Manager may agree in writing to change this Banking Arrangement. However, any such change shall not affect continuing obligations under the Plan Management Agreement or liability of the County for checks and EFT's authorized for payment, fees incurred as provided in this Agreement , and/or any due and agreed upon balance requirements in effect prior to the effective date of the change.

F1.6 Persons to contact at the County's location regarding banking issues:  
Administrative Officer  
Human Resources Division  
Phone Number: 954-357-6700

F1.7 The Claims Payment Account is identified:  
Bank Name:  
Bank City/State:  
ACH Transit Routing Number:  
Wire Transit Routing Number:  
Name of Account:  
Account Number:


F1.8 This Banking Agreement is effective on January 1, 2018.

The County and Plan Manager have executed this Agreement on \_\_\_\_\_, 2017.

BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS

(By) \_\_\_\_\_  
Mayor

COMMUNITY CARE PLAN

(By)  \_\_\_\_\_ 10/3/17  
Director of Cash Management

## EXHIBIT "G"

### COBRA/RETIREE ADMINISTRATION SERVICES

#### DEFINITIONS

- G1.1 "COBRA" means the Federal Consolidated Omnibus Budget Reconciliation Act of 1986, as amended, which requires health care continuation coverage through amendments to the Employee Retirement Income Security Act of 1974, the Internal Revenue Code of 1986, and the Public Health Services Act of 1944.
- G1.2 "COBRA/Retiree Service Provider" means a provider of COBRA/Retiree administrative services retained by the County to provide specific COBRA/Retiree administrative services as described in this Exhibit "B".
- G1.3 "Covered Person" means an individual with respect to whom benefits may be or become payable under the provisions of the Plan.
- G1.4 "Qualified Beneficiary" means a current or former employee of the County who is entitled to continued coverage under the Plan through COBRA and a spouse or dependent of a current or former employee who is entitled to continued coverage under the Plan through COBRA. A Qualified Beneficiary under COBRA law also includes a child born to the current or former employee during the coverage period or a child placed for adoption with the current or former employee during the coverage period. At the time COBRA election is made, these individuals are also referred to as a "COBRA Continuee(s)."
- G1.5 "Retiree" means an employee of the County who has met the Florida Retirement System's retirement requirements and continues coverage within thirty (30) days of termination of active employee coverage. These individuals are also referred to as "Retiree Continuee(s)."

#### DUTIES OF THE PLAN MANAGER

- G2.1 The Plan Manager will provide claims processing and other administrative services as described in this Agreement with respect to COBRA/Retiree Continuees as Covered Persons under the Plan.
- G2.2 The Plan Manager will not determine questions of eligibility for COBRA/Retiree continuation under the Plan.

G2.3 The Plan Manager will record a termination date for each COBRA/Retiree Continuee as designated to the Plan Manager by the County or the Plan Administrator (the "Termination Date"). After the Termination Date such individual will no longer be considered to be a COBRA/Retiree Continuee and a Covered Person. The Plan Manager will not provide services under this Agreement with respect to any COBRA/Retiree Continuee insofar as those services may pertain to time periods occurring after the Termination Date.

#### DUTIES OF THE COBRA/RETIREE SERVICE PROVIDER

- G3.1 The COBRA Service Provider will notify the Plan Manager and the County of an individual's election of COBRA/Retiree continuation coverage via secure Electronic File Transmission or other agreed upon electronic transfer of data.
- G3.2 The COBRA/Retiree Service Provider will, in accordance with its regular practices, bill COBRA/Retiree Continuees for the costs payable by them for COBRA/Retiree continuation coverage under the Plan on a monthly basis.
- G3.3 The COBRA Service Provider will, in accordance with its regular practices, collect the amounts billed in accordance with Exhibit "B3.2" on a monthly basis from COBRA/Retiree Continuees. A thirty-one (31) day grace period will be allowed for payment of the amount due.
- G3.4 The COBRA/Retiree Service Provider will, in accordance with its regular practices, provide monthly payment to Plan Manager.

#### DUTIES OF THE COUNTY

- G4.1 The County will retain a COBRA/Retiree Service Provider who is responsible for providing all notices required by COBRA/Retiree to Qualified Beneficiaries.
- G4.2 The County understands and agrees that the County is solely responsible for compliance with COBRA and for deciding all questions, including matters of clerical error, arising out of COBRA/Retiree Continuees' eligibility for COBRA/Retiree continuation coverage.
- G4.3 The County understands and agrees that the Plan Manager is in no way responsible and does not assume responsibility for compliance with any obligations of the Employer under COBRA/Retiree Continuation Coverage. Performance of services under this Agreement shall not be construed by the County that the Plan Manager endorses, warrants, or represents that the COBRA/Retiree continuation coverage provided by the County is in compliance with any legal obligation of the County.
- G4.4 Notification to the Plan Manager and COBRA/Retiree Service Provider by the County, or the Plan Administrator of the termination date, qualifying event and eligibility of an individual to receive COBRA/Retiree continuation coverage.



G4.5 Notification to the COBRA/Retiree Service Provider by the County or the Plan Administrator of the appropriate amounts due for coverage under the Plan.

NOTICES

G5.1 The Plan Manager shall be entitled to rely and act based upon documents, letters, electronic communications, or telephone communications which are confirmed in writing and provided to it by the County. Reliance will continue until the time the County notifies the Plan Manager in writing of any change or amendment to those communications.

G5.2 Notices provided by the County regarding these COBRA/Retiree Administration Services to the Plan Manager shall be personally delivered or sent by a method no less rapid than first class mail, with postage prepaid, or facsimile, to the Plan Manager at the following address:

Attn: John A. Benz  
President and Chief Executive Officer  
Community Care Plan  
1643 N.W. 136<sup>th</sup> Avenue, Suite H-200  
Sunrise, FL 33323

Telephone: (954) 622-3224  
Facsimile: (954) 471-7095  
Email: jbenz@ccpcare.org

(The remainder of this page is left intentionally blank.)

END OF EXHIBIT "G"

(This page is intentionally left blank.)

**EXHIBIT "H"**

**PERSONS AUTHORIZED TO RECEIVE  
PRIVATE HEALTH INFORMATION**

**Name:** Lisa Morrison  
**Title:** Human Resources Manager  
**Company:** Broward County  
**Address:** 115 South Andrews Avenue, Room 514  
Ft. Lauderdale, FL 33301  
**Telephone:** 954-357-6720  
**Fax:** 954-728-2777  
**Email:** lmorrison@broward.org

**Name:** Nadia Hankerson  
**Title:** Administrative Officer  
**Company:** Broward County  
**Address:** 115 South Andrews Avenue, Room 514  
Ft. Lauderdale, FL 33301  
**Telephone:** 954-357-6706  
**Fax:** 954-728-2777  
**Email:** nhankerson@broward.org

**Name:** Claudette Burke  
**Title:** Human Resources Assistant Manager  
**Company:** Broward County  
**Address:** 115 South Andrews Avenue, Room 514  
Ft. Lauderdale, FL 33301  
**Telephone:** 954-357-6740  
**Fax:** 954-728-2777  
**Email:** clburke@broward.org

**Name:** Shaun Kelly  
**Title:** Accountant  
**Company:** Broward County  
**Address:** 115 South Andrews Avenue, Room 514  
Ft. Lauderdale, FL 33301  
**Telephone:** 954-357-6732  
**Fax:** 954-728-2777  
**Email:** shkelly@broward.org

**Name:** Steven Patterson  
**Title:** ADA/HIPAA Privacy Officer  
**Company:** Broward County  
**Address:** 115 South Andrews Avenue, Room 427/426  
Ft. Lauderdale, FL 33301  
**Telephone:** 954-357-6047  
**Email:** spatterson@broward.org

**Name:** Katherine Pritchett  
**Company:** Wells Fargo Insurance Services USA, Inc.  
**Address:** 100 North East 3<sup>rd</sup> Avenue, Suite 600  
Ft. Lauderdale, FL 33301  
**Telephone:** 954-343-9253  
**Email:** katherine.pritchett@wellsfargo.com

**Name:** James Burns  
**Company:** Wells Fargo Insurance Services USA, Inc.  
**Address:** 100 North East 3<sup>rd</sup> Avenue, Suite 600  
Ft. Lauderdale, FL 33301  
**Telephone:** 954-343-9282  
**Email:** james.burns2@wellsfargo.com

(The remainder of this page is left intentionally blank.)

END OF EXHIBIT "H"

**EXHIBIT "I"**

**PERFORMANCE GUARANTEES**

<b>HEALTH</b>			
<b>Category</b>	<b>Guarantee Description</b>	<b>&lt; 2,000 Lives</b>	<b>&gt;2,000 Lives</b>
<b>ID Cards and Eligibility File</b>			
ID Cards – New Hires/ Status Changes	99% mailed within 10 business days after final member eligibility is received, system loaded and quality assurance check.	\$500/ quarter \$2,000/ annual	\$4,000/ quarter \$15,000/ annual
ID Cards – Open Enrollment	99% mailed within 10 business days after final member eligibility is received, system loaded and quality assurance check – no later than 12/31/2016	\$500/ annual	\$4,000/ annual
Medical Eligibility File Loading	Load all medical eligibility files to eligibility system within 3 business days of receipt.	\$500/ quarter \$2,000 annual	\$4,000/ quarter \$15,000 annual
<b>Claims Processing</b>			
Claim Turnaround Time	90% within 15 calendar days; 98% within 30 calendar days	\$500/ quarter \$2,000/ annual	\$4,000/ quarter \$15,000/ annual
Financial Accuracy: percent of submitted charges processed correctly. Monitored monthly and reported quarterly.	98%	\$100/ month \$1,200/ annual	\$1,000/ month \$11,000/ annual
Procedural Accuracy: percent of claims processed without non-financial error. Monitored monthly and reported quarterly.	95%	\$100/ month \$1,200/ annual	\$1,000/ month \$11,000/ annual
<b>Member Services</b>			
Average Speed to Answer. Monitored monthly and reported quarterly.	30 seconds or less	\$100/ month \$1,200/ annual	\$1,000/ month \$11,000/ annual
Abandonment Rate. Monitored monthly and reported quarterly.	No > 5%	\$100/ month \$1,200/ annual	\$1,000/ month \$11,000/ annual

<b>Member Satisfaction Survey</b>			
Member Satisfaction Survey – must be through a third party vendor and will include health, pharmacy, dental and vision*	80% satisfaction score based on minimum of 25% of surveyed employees enrolled in health responding: Satisfied, Very Satisfied and Somewhat Satisfied	\$1,750/ annual	\$15,000/ annual
<b>Network Management</b>			
Provider retention in each specialty network, including general	No more than 10% loss exclusive to South Florida network and based on the network size at time of signing	\$250/ quarter \$1,000/ annual	\$1,500/ quarter \$5,000/ annual
Timely notice of significant changes in the network (hospital and/or large specialty practices)	60 Days written notice of the proposed termination date	\$250/ quarter \$1,000/ annual	\$1,500/ quarter \$5,000/ annual
<b>Account Management</b>			
Account Management Scorecard See Attachment A**	Scorecard completed quarterly Average score of 3 or > for all rating components.	\$500/ quarter \$2,000/ annual	\$4,000/ quarter \$15,000 annual
Reporting: Provide timely and accurate account specific reports See Attachment B **	See Attachment B **	\$500/ quarter \$1,000/ Annually	\$1,500/ quarter No annual limit, but not to exceed maximum aggregate performance guarantee penalties
<b>Data File Exchange</b>			
Data file extracts, in the file format requested and electronic delivery to the County's consultant's data warehouse in a timely manner	<15 days following the close of the month of service	\$250/ quarter \$1,000/ annual	\$1,500/ quarter \$5,000/ annual
<b>TOTAL</b>			
<b>Total Performance Guarantee at Risk From Penalties</b>		5% of Admin Fee Not to exceed \$19,050	\$138,000

<b>Medical Discount Guarantee</b>	<b>Max 10% of base admin fee</b>
-----------------------------------	----------------------------------

- \* Attachment A – Account Management Scorecard
- \*\* Attachment B – Reporting and Other Vendor Data Requirements
- \*\*\* Attachment C – Carrier-Specific Medical Discount Guarantee Offer

**PHARMACY**

<b>Category</b>	<b>Annual Performance Standards</b>	<b>&lt; 2,000 Lives</b>	<b>&gt;2,000 Lives</b>
Claims Processing System Availability	Except for scheduled maintenance periods, VENDOR's and its VENDOR's on-line claims adjudication system will be available at least ninety-nine percent (99%) of the time.	\$250 Quarterly Book of Business	\$1,500 Quarterly Book of Business
Mail Service Dispensing Accuracy	Our Service adheres to the industry standard of 99.99 percent accuracy in the dispensing of prescriptions. This guarantee is based on tracked and validated external feedback from Members, measured against the Mail Service Pharmacy's book of business results. Notwithstanding anything to the contrary elsewhere in this Agreement, reports and/or audits related to this standard shall be made available to COUNTY only in the event and to the extent both parties first agree in writing to the content, frequency, manner and format.	\$375 Quarterly Book of Business	\$3,000 Quarterly Book of Business
Time to Process an Electronic Claim	VENDOR guarantees 100% of online claims for any given month will be responded to within 30 seconds or less, excluding claims submitted simultaneously for the same patient.	\$375 Quarterly Book of Business	\$3,000 Quarterly Book of Business

Category	Annual Performance Standards	< 2,000 Lives	>2,000 Lives
Changes to Coverage Member Communication	VENDOR agrees to continue to notify member via mail for changes to coverage within an average of 15 business days, i.e.: a drug moving to a higher cost copay tier, a new prior authorization is added to coverage and point of sale safety edits that would stop a claim from processing at the point of sale.	\$375 Quarterly County Specific	\$3,000 Quarterly County Specific
Network Access	VENDOR continually expands its networks. In addition, VENDOR shall solicit specific pharmacies at COUNTY's request.	\$375 Quarterly County Specific	\$3,000 Quarterly County Specific
Overall Discount Guarantee Report	VENDOR will measure and report annually the overall discount of all Drugs dispensed as stated in Fees/Discounts Exhibit of this agreement.	\$1,500 Annually County Specific	\$12,000 Annually County Specific
Annual Formulary Update (Notification)	VENDOR guarantees to provide new plan year formulary to the County 82 days in advance of the formulary effective date. If the new formulary is not provided 82 days in advance, Vendor agrees that prior to making any changes to the Formulary and Preventive Drug List which would result in the removal of specific drugs, whether generic or brand name, such proposed changes shall be reviewed by the County beforehand. Thereafter, County shall have the discretion to either approve the proposed removal or, if the County does not agree with the proposed removal, then Vendor agrees not to make the	\$250 Annually County Specific	\$2,000 Annually County Specific



<b>Category</b>	<b>Annual Performance Standards</b>	<b>&lt; 2,000 Lives</b>	<b>&gt;2,000 Lives</b>
	proposed removal and shall instead retain the current Formulary and Preventive Drug List for the upcoming year only without the cost of a custom formulary. Financial impact regarding minimum rebate guarantees, and member impact related to not making the recommended change will be provided to the County for consideration.		
Annual Disruption Report	VENDOR will notify members who have a recent prescription within 60 days of a negative formulary change of a maintenance medication if VENDOR's standard letter is utilized.	\$250 Annually County Specific	\$2,000 Annually County Specific
Annual Formulary Update (System Readiness)	VENDOR guarantees to load the new plan year formulary no later than the 1st day of the plan year. County must be in adherence with VENDOR's Annual Readiness process.	\$750 Annually County Specific	\$6,000 Annually County Specific

**Attachment A**

**Performance Guarantees - Account Management Scorecard**

Measurements	Goal	\$ at Risk
BCG is expected to provide feedback quarterly via this scorecard. If feedback is not provided on this measure, the assumption will be that the measure was met.	Quarterly: average score of 3 or >	\$500/Quarter  \$2,000 Annually
<u>Communication:</u> Acknowledges telephone messages and e-mails provided within one (1) business day.	4 pts = Exceeds Expectations 3 pts = Meets Expectations 2 pts = Less than Expectations 1 pt = Significantly less than Expectations	
<u>Issue Resolution:</u> Acknowledges issues within one (1) business day and resolve them in a timely manner. Resolution timeframe will be determined jointly between Account and Account Manager on a case-by-case basis	4 pts = Exceeds Expectations 3 pts = Meets Expectations 2 pts = Less than Expectations 1 pt = Significantly less than Expectations	
<u>Meetings:</u> Conduct status/review meetings at mutually agreed upon appointments	4 pts = Exceeds Expectations 3 pts = Meets Expectations 2 pts = Less than Expectations 1 pt = Significantly less than Expectations	
<u>Enrollment and other Employee Meeting Support:</u> Provide adequate staffing for open enrollment and other employee facing meetings.	4 pts = Exceeds Expectations 3 pts = Meets Expectations 2 pts = Less than Expectations 1 pt = Significantly less than Expectations	

Attachment B

Performance Guarantees - Reporting and Other Vendor Data Requirements

<p>Reporting: Provide timely and accurate account specific reports</p>	<ul style="list-style-type: none"><li>• Provide identified data to consultant and or their contracted designee as agreed upon.</li><li>• Data extract will be in compliance with HIPAA privacy and security regulations, as amended from time to time, and all other applicable State and Federal law and regulations, until such time as PLAN is otherwise notified by Broward County Government to terminate the data exchange.</li><li>• Ongoing data extract will be provided within 15 days after closing of month of service</li><li>• Consultant or contracted designee must enter into a Business Associate agreement with PLAN</li><li>• The data exchange between PLAN and consultant or their designee will include data fields listed in the medical paid claims extract and prescription drug paid claim extract. Neither Broward County Government, their consultant or designee shall disseminate data without prior consent and approval and approval from the PLAN; including but not limited to any information related to bid solicitation or other uses will be provided by the PLAN through a separate process and in accordance with the schedule above.</li></ul>
--	--

<p>Reports to be provided:</p>	<ul style="list-style-type: none"><li>• Monthly Reports – by the 20<sup>th</sup> of each month:<ul style="list-style-type: none"><li>○ Premium vs Claims</li><li>○ High Cost Claimants</li><li>○ Fund Recap</li><li>○ Bank Statement</li><li>○ Detailed Summary of Claim Payments</li><li>○ Claim Adjustment</li><li>○ Network Savings</li><li>○ Pharmacy Claims</li><li>○ Shared Savings</li><li>○ Outstanding Checks</li></ul></li><li>• Quarterly: Health Plan Review</li><li>• Appeals Report</li><li>• Annually: Health Plan Review (demographics, utilization, major diagnostic categories, etc).</li><li>• Ongoing Employer portal to online access to eligibility, claim and reporting (standard and ad-hoc)</li><li>• Florida Office of Insurance Regulation<ul style="list-style-type: none"><li>○ Assist County and Benefits Consultant with annual FLOIR reporting requirements</li></ul></li><li>• Wellness and Disease Management reporting metrics and cost effective clinical care, disease management and wellness resources/programs.</li><li>• Monthly claims data to third-party data warehouse<ul style="list-style-type: none"><li>○ In current customized format or;</li><li>○ Community Care Plan standard format</li><li>○ Modified ad-hoc format at no charge</li></ul></li><li>• Monthly –Telemedicine Utilization reporting</li></ul>
--------------------------------	---

**Attachment C**

**Performance Guarantees**  
**Carrier-Specific Medical Discount Guarantee Offer**

**Proprietary and Confidential**

Plan Manager hereby designates the information contained within **Exhibit “I”, Attachment C**, includes confidential, proprietary, and/or trade secret information according to Sections 688.002(4), 812.081(1)(c), and other Florida and federal law, and should be excluded from public inspection. Both Parties agree this information is disclosed only for the purpose of evaluating the Community Care Plan – Broward County Board of County Commissioners discount analysis, and the Parties agree not to disclose this information for any other purpose, internally or externally, unless required by law.

The Discount Guarantee Calculation(s) will be finalized by May 31st annually with any appropriate payments to be made on or before July 1st annually.

END OF EXHIBIT I

EXHIBIT “I”

**(This page is intentionally left blank.)**

## **EXHIBIT “J”**

### **WELLNESS PROGRAM**

#### **MyHealth, MyLife**

Plan Manager offers a Wellness Program to Broward County Government Employees that focuses on achieving and maintaining good health, called “CCP’s MyHealth, MyLife.” This program is designed to educate, engage, involve and empower members to take control of their daily activities in order to maintain optimal health status.

My Health, My Life Program will encourage members to take preventive measures such as routine Well Visits, Screening Tests, and Vaccines, along with good nutrition and appropriate activity levels. This can lead to member’s improved health and quality of life.

The program features several components and members may choose to participate in any or all of these components, in any order member chooses. Completion of components within a year will lead to cash rewards! (Up to a maximum of \$300 per employee and \$300 per enrolled spouse/domestic partner.)

#### **Health Maintenance Awareness and Preventive Care Measures**

To educate and increase awareness on Health topics and Preventive Care, Plan Manager offers national, evidence- based information, written in everyday language, on all relevant and trending health topics available on our website. These topics may include:

- Preventive Screenings
- Vaccines recommendations,
- Disease-specific topics, such as Colon Cancer, Asthma, Heart Disease
- Information on Food Allergies, Exercise and Nutrition

Additionally, Plan Manager’s Concierge Care Coordination Manager is assigned to member and is available to review any additional information and serve as member’s health coach.

Upon completion of review or coaching/counselling on at least six Health Topics, an Annual Well Visit and all age/gender appropriate Preventive Screening and Vaccines, member will have qualified for a reward of \$100 Gift Card!

#### **“Live Well, Be Well” Nutrition and Activity Program**

This nutritionist-led program is tailored specifically to member’s needs as determined by an initial in-person meeting, onsite, or at member’s home. A comprehensive assessment, including a Health Needs Questionnaire, will be performed. A personalized set of goals and strategies will be formulated into a customized Action Plan. Bimonthly sessions to help member reach his/her goals will be scheduled at member’s convenience. Any issues that are identified will be addressed at these sessions. Plan Manager also offers regular contact by emails or texts, to support member throughout the program.

- At three (3) months, a thorough progress evaluation is performed and goals are adjusted or reset as needed. At this time, the nutritionist will evaluate member’s understanding of his/her goals and strategies and how well member has integrated the plan into his/her daily routine.
- At six (6) months, a second session is scheduled with the purpose of insuring that the Plan of Action has become routine and is part of member’s everyday healthy lifestyle.

- At this time, member will have completed the program and will be eligible for the reward of a \$100 Gift Card.
- The nutritionist will remain available for any questions or support member may need.

### **Smoking Cessation**

Plan Manager partners with Tobacco Free Florida and supports its “Quit for Life” Program.

Upon enrollment in CCP’s Smoking Cessation Program, member is assigned a counselor who will assist member with choosing and enrolling in the most appropriate and convenient version of the “Quit For Life” Program. Regardless of the version chosen, member will receive a toolkit, free nicotine patches or gum, and text / email support provided by the program.

The CCP counselor will continue to support member after completion of the program. If member attests to being smoke- free for two months after completion of the program, member will receive a \$100 Gift Card.

### **Weight Management**

Plan Manager offers a Nutrition and Activity Program “Live Well, Be well” that is modified to include a prescribed exercise program with specific goals and targets in coordination with member’s physician, and with respect to member’s physical condition and needs. Upon completion of the program, member will receive a \$100 Gift Card, if not previously rewarded for the “Live Well, Be well” program participation in the same benefit year.

END OF EXHIBIT “J”



**EXHIBIT "K"**  
**INSURANCE REQUIREMENTS**

**Insurance Requirement**

The following coverage is deemed the minimum insurance required for this project. The selected firm must be prepared to provide proof of insurance commensurate with or in excess of this requirement. Any deviation is subject to the approval of Risk Management.

TYPE OF INSURANCE	MINIMUM LIABILITY LIMITS		
		Each Occurrence	Aggregate
<b>COMMERCIAL GENERAL LIABILITY</b> <b>Broad form or equivalent</b> <i>With no exclusions or limitations for:</i> <input checked="" type="checkbox"/> Premises–Operations <input type="checkbox"/> Explosion, Collapse, Underground Hazards <input checked="" type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury <input type="checkbox"/> Other:	Bodily Injury		
	Property Damage		
	Combined single limit Bodily Injury & Property Damage	<b>\$1 million</b>	<b>\$2 million</b>
	Personal Injury		
<b>BUSINESS AUTO LIABILITY*</b> <b>COMPREHENSIVE FORM</b>  <input checked="" type="checkbox"/> Owned                * <i>MAY BE WAIVED</i> <input checked="" type="checkbox"/> Hired <i>IF NO AUTOS WILL</i> <input checked="" type="checkbox"/> Non-owned <i>BE USED IN</i> <input checked="" type="checkbox"/> Scheduled <i>PERFORMANCE OF</i> <input checked="" type="checkbox"/> Any Auto <i>SERVICES</i>	Bodily Injury (each person)		
	Bodily Injury (each accident)		
	Property Damage		
	Combined single limit Bodily Injury & Property Damage	<b>\$1 million</b>	
<b>EXCESS/UMBRELLA LIABILITY</b> <i>May be used to supplement minimum liability coverage requirements.</i>	Follow form basis or Add'l insd endorsement is required	\$	
<input checked="" type="checkbox"/> <b>WORKERS' COMPENSATION</b>  <input checked="" type="checkbox"/> <b>EMPLOYERS' LIABILITY</b>	Chapter 440 FS  (each accident)	<b>STATUTORY</b>  <b>\$1 million</b>	U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water
<input checked="" type="checkbox"/> <b>PROFESSIONAL LIABILITY ~ E&amp;O</b>	(each accident)	<b>\$2 million</b>	
	Extended reporting period	<b>3 years</b>	
<input type="checkbox"/> <b>CRIME AND FIDELITY</b>  <input type="checkbox"/> Installation floater Coverage must be "All Risk", completed value. Coverage must remain in force until written final acceptance by County.	Maximum Deductible: CONTRACTOR IS RESPONSIBLE FOR DEDUCTIBLE		<b>Completed Value form</b>

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES-

Broward county is listed as an additional insured on the commercial general liability and the business automobile liability policy. Waiver of subrogation in the favor of the certificate holder applies to general liability, automobile liability and workers compensation.


**REFERENCE: Employee Benefits – Narrow Network Health Plan**

**CANCELLATION: Thirty (30) days written notice of cancellation is required to the Certificate Holder:**

**CERTIFICATE HOLDER:**

**Broward County**  
 115 South Andrews Avenue  
 Fort Lauderdale, FL 33301  
**Attn: Tracy Gordon– Human Resources**

Digitally signed by COLLEEN A. FOUNALL  
 DN: cn=city, dc=broward, o=bc, ou=Organization, ou=BC, ou=Risk, ou=Users, ou=COLLEEN A. FOUNALL, date=2017.09.20 10:58:39 -0400



Risk Management Division

**EXHIBIT “L”**  
**AUDITING SECURITY DOCUMENTS**

(Placeholder – Sample Document to be Added)

Plan Manager (CCP) shall provide sample Auditing Security Documents within 90 calendar days, following execution.

**(This page is intentionally left blank.)**

**EXHIBIT "M"**

**BUSINESS ASSOCIATE AGREEMENT**

**BUSINESS ASSOCIATE AGREEMENT BETWEEN  
BROWARD COUNTY, FLORIDA AND SOUTH FLORIDA COMMUNITY CARE  
NETWORK, LLC, D/B/A COMMUNITY CARE PLAN**

This BUSINESS ASSOCIATE AGREEMENT ("BAA") is entered into by and between Broward County, Florida ("County"), and SOUTH FLORIDA COMMUNITY CARE NETWORK, LLC, d/b/a COMMUNITY CARE PLAN, a Florida limited liability company authorized to do business in the State of Florida with its principal office located at 1643 Harrison Parkway, Bldg. H, 2nd Floor, Sunrise, Florida 33323 ("Business Associate") in connection with the Agreement Between Broward County and SOUTH FLORIDA COMMUNITY CARE NETWORK, LLC, d/b/a COMMUNITY CARE PLAN, for Administrative Management Services for Self-Insured Group Health and Pharmacy Insurance Coverage and Benefits (the "Agreement").

RECITALS

1. Business Associate provides services related to the operation of certain activities/programs that involve the use or disclosure of Protected Health Information ("PHI");

2. The operation of such activities/programs is subject to the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act ("HITECH");

3. HIPAA and HITECH mandate that certain responsibilities of contractors with access to PHI be documented through a written agreement; and

4. The County and Business Associate desire to comply with the requirements of HIPAA and HITECH and acknowledge their respective responsibilities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**Section 1: Definitions**

- 1.1 All terms used in this BAA not otherwise defined herein shall have the meanings stated in the Privacy and Security Rules, 45 CFR Parts 160, 162, 164, and 42 U.S.C. § 17921.
- 1.2 "HIPAA Laws" mean collectively HIPAA, HITECH, 42 CFR Part 2 (if applicable), and the related regulations and amendments.
- 1.3 When the term "PHI" is used in this BAA, it includes the term "Electronic Protected Health Information" or "E PHI."
- 1.4 Penalties as used in Section 3.18 below are defined as civil penalties that may be applied to the Business Associate and its workforce members by the Secretary of Health and

Human Services (HHS). The amount of the penalties range depending on the type of violation. In determining penalties, the Secretary may take into account:

- a. the nature and extent of the violation;
- b. the nature and extent of harm resulting from such violation;
- c. the degree of culpability of the covered entity or business associate;
- d. the history of prior compliance with the administrative simplification provision including violations by the covered entity or business associate;
- e. the financial condition of the covered entity or business associate, and
- f. such other matters as justice may require.

## **Section 2: Confidentiality**

- 2.1 County and Business Associate shall comply with all federal and state laws governing the privacy and security of PHI.
- 2.2  If this box is checked, the County and Business Associate are required to comply with 42 CFR Part 2 with respect to patient identifying information concerning alcohol and substance abuse treatment.

## **Section 3: Obligations and Activities of the Business Associate**

### Use and Disclosure of PHI

- 3.1 The Business Associate shall not use or disclose PHI other than as permitted or required by this BAA or as required by law. Business Associate may:
  - a. Use and disclose PHI only as necessary to perform its obligations under the Agreement, provided that such use or disclosure would not violate HIPAA Laws if done by the County;
  - b. Use the PHI received in its capacity as a Business Associate of the County for its proper management and administration and to fulfill any legal responsibilities of Business Associate;

- c. Disclose PHI in its possession to a third party for the proper management and administration of Business Associate, or to fulfill any legal responsibilities of Business Associate, provided that the disclosure would not violate HIPAA Laws if made by the County, or is required by law, and Business Associate has received from the third party written assurances that (i) the information will be kept confidential and used or further disclosed only for the purposes for which it was disclosed to the third party or as required by law; (ii) the third party will notify Business Associate of any instances of which it becomes aware in which the confidentiality of the information may have been breached; and (iii) the third party has agreed to implement reasonable and appropriate steps to safeguard the information;
  - d. Use PHI to provide data aggregation activities relating to the operations of the County; and
  - e. De-identify any and all PHI created or received by Business Associate under the Agreement, provided that the de-identification conforms to the requirements of the HIPAA Laws.
- 3.2 Business Associate shall limit its use and disclosure of, and request for PHI when practical or as required by law, to the information making up a Limited Data Set, as defined by HIPAA, and in all other cases subject to the requirements of 45 CFR 164.502(b), to the minimum amount of PHI necessary to accomplish the intended purpose of the use, disclosure, or request.
- 3.3 Business Associate is prohibited from selling PHI, using PHI for marketing purposes, or attempting to re-identify any PHI information in violation of HIPAA Laws.

Administrative, Physical, and Technical Safeguards

- 3.4 Business Associate shall implement administrative, physical, and technical safeguards that protect the confidentiality, integrity and availability of PHI that it creates, receives, maintains, or transmits on behalf of the County. The safeguards shall include written policies, procedures, a security risk assessment, training of Business Associate employees, and sanctions that are in compliance with HIPAA Laws.
- 3.5 Business Associate shall require all of its subcontractors, agents, and other third parties that receive, use, transmit, maintain, store, or have access to PHI to agree, in writing, to the same restrictions and conditions that apply to Business Associate pursuant to this BAA, including implementation of administrative, physical, and technical safeguards.



Access of Information; Amendment of Information; Accounting of Disclosures

- 3.6 Business Associate shall make available to the County all PHI in Designated Record Sets within ten (10) days of the County's request for the County to meet the requirements under 45 CFR § 164.524.
- 3.7 Business Associate shall make any amendments to PHI in a Designated Record Set as directed or agreed to by the County pursuant to 45 CFR § 164.526 in the time and manner reasonably designated by the County.
- 3.8 Business Associate shall timely document such disclosures of PHI and information related to such disclosures as would be required for the County to respond to an individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528. Further, Business Associate shall provide to the County an accounting of all disclosure of PHI during the term of this BAA within ten (10) days of termination of this BAA, or sooner if reasonably requested by the County for purposes of any monitoring/auditing of the County for compliance with HIPAA Laws.
- 3.9 Business Associate shall provide the County, or an individual under procedures approved by the County, information and documentation collected in accordance with the preceding paragraph to respond to an individual requesting an accounting for disclosures as provided under 45 CFR § 164.528 and HIPAA Laws.

Mitigation

- 3.10 Business Associate shall mitigate, to the extent possible and at its own expense, any harmful effect that is known to Business Associate of a use or disclosure of PHI by the Business Associate in violation of the requirements of this BAA or applicable law.
- 3.11 Business Associate shall take appropriate disciplinary action against any members of its workforce who use or disclose PHI in any manner not authorized by this BAA or applicable law.

Reporting of Breaches and Mitigation of Breach

- 3.12 Business Associate shall notify the County's HIPAA Privacy Official at (954) 357-6500 of any impermissible access, acquisition, use or disclosure of any unsecured PHI within twenty-four (24) hours of Business Associate becoming aware of such access, acquisition, use or disclosure. Unsecured PHI shall refer to such PHI that is not secured through use of a technology or methodology specified by the Secretary of HHS that renders such PHI unusable, unreadable, or indecipherable to unauthorized individuals. A breach of unsecured PHI shall be treated as discovered by Business Associate as of the first day on which such breach is known to the Business Associate or, by exercising reasonable

diligence, would have been known to Business Associate, including any employee, officer, contractor, subcontractor, or other agent of Business Associate.

- 3.13 Business Associate shall submit a written report of a breach to the County within ten (10) business days after initial notification, and shall document the following:
- a. The identification of each individual whose PHI has been, or is reasonably believed by Business Associate, to have been accessed, acquired, used, or disclosed during the breach;
  - b. A brief description of what occurred, including the date of the breach and the date of the discovery of the breach, if known;
  - c. A description of the types of PHI that are involved in the breach (such as full name, social security number, date of birth, home address, account number, diagnosis, etc.)
  - d. A description of what is being done to investigate the breach, to mitigate harm to individuals, and the reasonable and appropriate safeguards being taken to protect against future breaches;
  - e. Any steps the County or the individual impacted by the breach should take to protect himself or herself from potential harm resulting from the breach;
  - f. Contact procedures for the Business Associate to enable individuals to ask questions or learn additional information, which may include, in the discretion of the County, a toll-free telephone number, e-mail address, website, or postal address, depending upon the available contact information that the Business Associate has for the affected individuals; and
  - g. Any other reasonable information requested by the County.
- 3.14 In the event of a breach, Business Associate shall, in consultation with and at the direction of the County, assist the County in conducting a risk assessment of the breach and mitigate, to the extent practicable, any harmful effect of such breach known to Business Associate.
- 3.15 The County, in its sole discretion, will determine whether the County or Business Associate shall be responsible to provide notification to individuals whose unsecured PHI has been disclosed, as well as to the Secretary of HHS and the media.
- a. Notification will be by first-class mail, or by electronic mail, if the individual has specified notice in the manner as a preference.

- b. Information may be posted on the County and Business Associate's website where the Business Associate experienced, or is reasonably believed to have experienced, an impermissible use or disclosure of unsecured PHI that compromised the security or privacy of more than ten (10) individuals when no other current information is available to inform such individuals.
  - c. Notice shall be provided to prominent media outlets with information on an incident where the Business Associate experienced an impermissible use and disclosure of unsecured PHI that compromised the security or privacy of more than five hundred (500) individuals within the same state or jurisdiction during the incident.
  - d. The County may report, at least annually, any impermissible use and disclosure of unsecured PHI by the Business Associate to the Secretary of HHS as required by HIPAA Laws.
- 3.16 Business Associate agrees to pay the costs for notification to the County, individuals, and their representatives of any security or privacy breach that should be reported by Business Associate to the County. Business Associate also agrees to pay the costs for mitigating damages, including, but not limited to, the expenses for credit monitoring, if the County determines that the breach warrants such measures.
- 3.17 Business Associate agrees to have established procedures to investigate a breach, mitigate losses, and protect against any future breaches, and to provide such procedures and any specific findings of the investigation to the County in the time and manner reasonably requested by the County.
- 3.18 Business Associate is liable to the County for any civil penalties imposed on the County under the HIPAA laws in the event of a violation of the HIPAA Laws as a result of any practice, behavior, or conduct of Business Associate.

Available Books and Records

- 3.19 Business Associate shall make its internal practices and books, related to the Agreement and the BAA, including all policies and procedures required by HIPAA Laws, available to the County Contract Grants Administrator within five (5) business days of the Agreement.
- 3.20 Business Associate shall make its internal practices, books, and records, including all policies and procedures required by HIPAA Laws and PHI, relating to the use and disclosure of PHI received from the County or created or received on behalf of the County available to the County or to the Secretary of HHS or its designee within five (5) business days of request for the purposes of determining the Business Associate's compliance with HIPAA Laws.

#### **Section 4: Obligations of the County**

- 4.1 The County shall notify Business Associate of any limitations in its notice of privacy practices in accordance with 45 CFR § 164.520, to the extent that such limitation may affect the Business Associate's use of PHI.
- 4.2 The County shall notify Business Associate of any changes in, or revocation of, permission by an individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use of PHI.
- 4.3 The County shall notify Business Associate of any restriction to the use or disclosure of PHI to which the County has agreed in accordance with 45 CFR § 164.522, to the extent that such changes may affect Business Associate's use of PHI.
- 4.4 The County shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Laws if done by the County.

#### **Section 5: Term and Termination**

##### Term

- 5.1 The term of this BAA shall be effective upon execution by all Parties, and shall terminate upon the latter of termination or expiration of the Agreement, or the return or destruction of all PHI within the possession or control of the Business Associate as a result of the Agreement.

##### Termination

- 5.2 Upon the County's knowledge of a material breach of this BAA by Business Associate, the County shall either:
  - a. Provide an opportunity for Business Associate to cure the breach or terminate this BAA and the Agreement if the Business Associate does not cure the breach within the time specified by the County;
  - b. Immediately terminate this BAA and the Agreement if Business Associate has breached a material term of this BAA and a cure is not possible; or
  - c. If neither termination nor cure is feasible, the County's HIPAA Privacy Official shall report the violation to the Secretary of HHS.

Effect of Termination

- 5.3 Upon completion or termination of the Agreement, Business Associate agrees, at County's option, to return to the County or destroy all PHI gathered, created, received or processed pursuant to the Agreement. No PHI related to the Agreement will be retained by Business Associate, or a contractor, subcontractor, or other agent of Business Associate, unless retention is required by law and specifically permitted in writing by the County.
- 5.4 In the event that returning or destroying PHI is infeasible, Business Associate shall provide to the County a written statement that it is infeasible to return or destroy the PHI and describe the conditions that make return or destruction of the PHI infeasible. Under that circumstance, Business Associate shall extend the protections of this BAA to the PHI retained and limit further uses and disclosures of such PHI to those purposes that make return or destruction infeasible, for so long as Business Associate maintains the PHI, in which case Business Associate's obligations under this Section shall survive termination of this BAA.

**Section 6: Miscellaneous**

- 6.1 Amendment. The County and Business Associate shall take such action as is necessary to amend this BAA for the County to comply with the requirements of HIPAA Laws or other applicable law.
- 6.2 Interpretation. Any ambiguity in this BAA shall be resolved to permit the County to comply with HIPAA Laws.

(The remainder of this page is intentionally left blank.)

BUSINESS ASSOCIATE AGREEMENT TO EXISTING AGREEMENT BETWEEN BROWARD COUNTY, FLORIDA AND BUSINESS ASSOCIATE, ENUMERATING THE RESPONSIBILITIES OF EACH REGARDING COMPLIANCE WITH HIPAA LAWS.

WHEREAS, the parties have made and executed this Business Associate Agreement between BROWARD COUNTY and BUSINESS ASSOCIATE, on the respective dates under each signature: BROWARD COUNTY through its County Administrator, authorized to execute same, and BUSINESS ASSOCIATE signing by and through its \_\_\_\_\_, duly authorized to execute same.

COUNTY

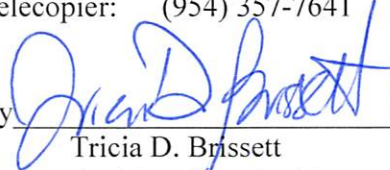
BROWARD COUNTY, through its  
County Administrator

BY \_\_\_\_\_

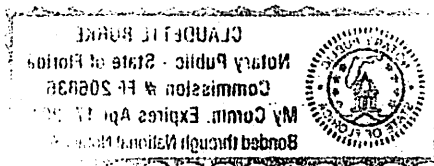
\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Approved as to form by

Office of the County Attorney  
Broward County, Florida  
Andrew J. Meyers,  
County Attorney  
Governmental Center, Suite #423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-7641

By  10.03.2017  
Tricia D. Brissett (Date)  
Assistant County Attorney







## EXHIBIT "N"

### CLINICAL PROGRAM SERVICES

These Clinical Program services are performed by the Plan Manager in connection with Plan provisions aimed at monitoring quality, containing costs, and promoting efficient delivery of Covered Services (see below) in appropriate settings.

In all circumstances, the County understands and agrees that these services are performed solely for the purpose of implementing Plan provisions and assisting in utilization management decision making which results in the delivery of appropriate levels of Plan benefits. The assistance provided through these services does not constitute the practice of medicine.

None of the Clinical Program services performed by the Plan Manager under this Agreement constitute a claims review determination or a guarantee of coverage or benefits eligibility. Benefits eligibility will be determined in the normal course of claims processing.

### DEFINITIONS

- N1.1 "Covered Services" mean health care services or supplies to which a health care coverage provision of the Plan might apply.
- N1.2 "Emergency" care means Covered Services received by a Member related to an emergency medical condition provided by the emergency department of the hospital for purposes of a screening examination and treatment needed to stabilize a patient. An emergency medical condition means a condition that the average prudent person could reasonably expect to result in the following without immediate medical attention:
- A condition that places the health of the individual in serious jeopardy; or
  - Serious impairment to bodily functions; or
  - Serious dysfunction of any bodily organ or part.
- N1.3 "Health Care Provider" means any physician, practitioner, hospital, facility, laboratory, or any other provider of health care services or supplies which are Covered Services under the terms of the Plan.
- N1.4 Clinical Program services are performed employing processes generally described as follows. These concepts may be described similarly by the terms of the Plan, differing only with respect to terminology.
- (a) "Utilization Review" means the process of assessing the appropriateness, utility, or necessity of hospital admissions, surgical procedures, outpatient care, and other health care services as required under the provisions of the Plan. Utilization Review includes:
- (1) "Precertification", which is the process of assessing the appropriateness, utility, or necessity of proposed non-emergency hospital admissions, surgical procedures, outpatient care, and other health care services.

- (2) "Concurrent Review", which is the process of assessing the continuing appropriateness, utility, or necessity of additional days of hospital confinement, outpatient care, and other health care services.
- (b) "Retrospective Review" means the process of assessing after the fact the appropriateness, utility, or necessity of hospital admissions, additional days of hospital confinement, surgical procedures, outpatient care, and other health care services, as required under the provisions of the Plan.
- (c) "Case Management" means the process of assessing whether an alternative plan of care would more effectively provide necessary health care services in an appropriate setting, as required under the provisions of the Plan.
- (d) "Transplant Management" means hands-on support to Members in need of organ and tissue transplants. The Transplant Management Team guides Members to the Plan Manager's National Transplant Network (NTN), designed to control costs and deliver a superior transplant experience. They review coverage, coordinate benefits, facilitate services and follow the transplant recipient's progress from initial referral through treatment and recovery.

#### CLINICAL PROGRAM SERVICES

- N2.1 Precertification, Concurrent Review, and Retrospective Review will be performed by the Plan Manager, or a consulting health care professional engaged by the Plan Manager, which may use criteria and protocols developed with input from health care experts.
- N2.2 The Plan Manager will provide or arrange for the provision of Precertification services, under applicable Plan provisions.
  - (a) In the event that a proposed treatment cannot be Precertified:
    - (1) The Plan Manager, the person requesting Precertification, and the attending Health Care Provider may, if sufficient information is provided, discuss possible treatment alternatives available under the Plan which might be Precertified.
    - (2) In the event that the attending Health Care Provider chooses not to select possible treatment alternatives which might be Precertified or otherwise wishes to pursue Precertification of the proposed treatment as originally proposed, the Precertification process will proceed to resolution on the basis of available information.
  - (b) Precertification will be completed within the time periods prescribed in the Plan, or if there are none, within a reasonable time after a request is made.
- N2.3 During the Precertification and Concurrent Review processes, each hospital admission is evaluated for discharge planning needs, home health care and Case Management potential, as appropriate.
- N2.4 The Plan Manager will provide or arrange for the provision of Concurrent Review services, under applicable Plan provisions.
- N2.5 The Plan Manager will provide or arrange for the provision of Retrospective Review services, under applicable Plan provisions.

- (a) For Emergency inpatient admissions, Retrospective Review services will not be performed unless they are requested within the earlier of:
    - (1) The period of time following admission specified in the Plan; or
    - (2) If no time is specified in the Plan, 48 hours following admission.
  - (b) When required notification is not provided so that Precertification is not performed, Retrospective Review services will be performed only if specifically required by the Plan.
- N2.6 Notices of the results of the Precertification, Concurrent Review, and Retrospective Review processes, provided in accordance with the provisions of the Plan, will include information about the Plan Manager's standard procedures for having those results reconsidered. Results of these processes do not constitute claims determinations, and reconsideration of these results does not constitute an appeal of a disputed claim.
- N2.7 The Plan Manager will provide or arrange for the provision of Case Management services under applicable Plan provisions.
- N2.8 The Plan Manager will provide or arrange for the provision of Transplant Management services under applicable Plan provisions.
- N2.9 The Plan Manager will provide or arrange for the provision of the following additional services, under applicable Plan provisions:
- (a) **NurseLine Services:** A toll-free, 24-hour medical information line, staffed by registered nurses who are available to answer health-related questions and help Members decide where to best seek treatment. Community Care Plan offers two lines to support Member needs, including a line for immediate medical concerns and another for health planning and support.
  - (b) **Pregnancy Program:** The Pregnancy Program educates and guides expectant mothers to make the best choices to achieve a healthy pregnancy and, ultimately, a healthy baby. Members are offered guidance by phone from the time the Plan Manager is notified of the pregnancy through baby's first months.
  - (c) **Neonatal Intensive Care Unit (NICU) Management (Neonatal Resource Services):** Specially trained case managers promote the highest standards of care for NICU infants and work with Members throughout the NICU stay to help them prepare for a smooth transition home.
  - (d) **Gaps in Care Support:** The Plan Manager's clinical rules engine leverages expert medical opinions to identify gaps in care that address potential medical errors and instances of sub-optimal medical treatment. The established clinical rules compare a patients' pharmacy, laboratory and claims data to industry standard Quality of Care guidelines in order to identify patients at risk of highly specific patient-centric problems. Examples include: a misdiagnosis, a flawed surgical treatment or medical management, and lack of follow-up care or preventive treatment. In addition, a variety of preventive and pharmacy rules are included such as drug-to-drug interactions and drug-to-disease interactions. When gaps in care, drug to drug interaction, drug to disease interaction or a preventive reminder is identified, an alert and a

message, if appropriate, are generated to communicate the findings through physician and member messaging.

**Preventive Reminders:** Proactive, targeted campaigns that deliver messages to Members of primary prevention care. Messages are delivered in a variety of methods including phone calls (live and voice activated), mail, text message or emails. Topics include mammography screenings, vaccinations, immunizations and more.

- (e) **Transplant Management Program (Transplant Resource Services):** Provides hands-on support to covered persons in need of organ and tissue transplants. They guide covered persons to Community Care Plan's contracted National Transplant Network (NTN), designed to deliver a superior transplant experience. They review coverage, coordinate benefits, facilitate services and follow the transplant recipient's progress from initial referral through treatment and recovery.
- (f) **Concierge Care Coordination (C3 Model):** Programs that support the physician/patient relationship and care plan, emphasize education, promote self-management, evaluate outcomes to improve Member overall health and offer nurse support.

CCP adopted, implemented and integrated the Concierge Care Coordination (C3) Model systemically for all enrollees. The C3 Team consists of a staff member from each department in the health plan. Each C3 Team is responsible for a particular group of enrollees who have been identified as low, medium or high risk via a health needs questionnaire completed during the onboarding process, dialogue with enrollee or other information available to CCP.

The mission of Community Care Plan's Care Coordination Program is:

- Improve the quality of care to CCP's BCG's enrollees within a managed care system of delivery
- Provide excellent concierge care services
- Positively Impact the health and wellness of the enrollees
- Deliver the right care, at the right time, in the right place, in an efficient, cost-effective manner

This program was created to promote quality of care and cost-effective outcomes by strategically aligning C3 team members' roles and responsibilities, targeted to provide the necessary planning, implementation, coordination, evaluation and monitoring required to meet the BCG's enrollee's health needs as well as support effective case management and preventative care practices for our Community Care Plan providers.

C3 is a collaborative process driven by the implementation of appropriate courses of care based on clinical, evidence-based practice guidelines. The process features proactive, individualized coordination and creation of an appropriate cost-effective alternative for enrollees, including:

- **COMPLEX CASE MANAGEMENT**, for catastrophic and chronically ill / injured enrollees, including medically complex and fragile enrollees under age 21
- **ONGOING DISEASE MANAGEMENT**, for those with appropriate diagnoses that require ongoing education and closing disease and preventative care gaps

- PREVENTATIVE CARE NEEDS, for those with no complex needs, to close preventative gaps in care

The C3 Model ensures a comprehensive and holistic approach to individualized preventative care in which the enrollee and caregiver are involved and receive the support of the entire C3 Team.

The C3 process includes the following steps and resources in the proactive care and treatment of BCG enrollees:

- Identification of high-risk population
- Comprehensive Assessment
- Assignment of Risk / Severity / Acuity Level
- Identification and Classification of Needs and Goals
- Development of Individualized Plan of Care
- Intervention / Ongoing Monitoring
- Evaluation / Reassessment
- Health System Resources
- Community Resources
- Technology Resources

C3 utilizes multiple data sources to meet enrollees' needs, including:

- Quality and gaps-in-care reports
- Monthly account and provider operating reports
- Assessment of high-cost / top 2% membership (cost and/or frequent ED/IP utilization)
- Statistics for intensive care management
- Early Notification System Census

The members of each team coordinate their resources and professional knowledge and experience to meet the enrollee's health needs. The program is carried out by Registered Nurses (RN's), Pharmacists, Physicians, Quality Management Specialists, and Social Work professionals licensed in the State of Florida.

Staff undergo a thorough orientation process, including a review of all contract guidelines, and access to a variety of resources to assist enrollees. In addition to maintaining continuing education credits for their individual licenses, ongoing training includes in-services, webinars and presentations from local community organizations to provide the most up-to-date information on available resources and current clinical practice guidelines.

The 13 designated experts of our C3 Teams represent each CCP department along with the enrollee and their primary care physician:

1. Assigned Population Health Care Coordination Manager
2. Enrollee / Caregiver
3. Enrollee's Primary Care Physician
4. Pharmacy Director
5. Provider Operations Representative
6. Behavioral Health Partner in Care

7. Quality Improvement
8. Social Worker
9. Utilization Management staff
10. Medical Director
11. Enrollee Services Representative
12. IT Representative
13. Clinical Performance Representative

Chronic condition management programs have been developed to help Members manage specific chronic medical conditions. Clinicians are available 24 hours a day to provide individual guidance through coaching, support and service coordination, to help lessen the day-to-day impact of chronic illnesses. Nothing in this Agreement prohibits Plan Manager from providing additional chronic condition management and clinical programs at no additional cost to the County.

The criteria to determine level of risk for chronic condition management and clinical programs by Plan Manager will be based on evidence based protocols and industry standards, as well as the integration of the County's pharmacy data, as determined by Plan Manager. The levels of risk include Low, Moderate, and High.

This Plan's chronic condition management programs include:

1. Asthma
2. Cancer (active treatment only)
3. Chronic Obstructive Pulmonary Disease
4. Congestive Heart Failure
5. Coronary Artery Disease
6. Diabetes
7. Hypertension
8. End-Stage Renal Disease/Chronic Kidney Disease
9. Rare Diseases (Cystic Fibrosis, Hemophilia, Multiple Sclerosis, Myasthenia Gravis, Systemic Lupus Erythematosus, Amyotrophic Lateral Sclerosis (a.k.a. Lou Gehrig's Disease), Chronic Inflammatory Demyelinating Polyradiculoneuropathy (CIDP), Dermatomyositis, Parkinson's Disease, Polymyositis, Rheumatoid Arthritis, Scleroderma and Sickle Cell Anemia).

- (g) **Behavioral Health Case Management (Full Care Management):** Addresses medical and co-morbid behavioral health conditions. Teams of care managers integrate the delivery of care plans and other guidance so that a primary contact will address both physical and behavioral health conditions. Clinical associates screen Members for behavioral health conditions in order to proactively identify Members who might benefit from an integrated care plan.
- (h) **CCP MyChart:** A personal, password-protected home page located at [myportal.ccpcares.org](http://myportal.ccpcares.org). Members can log-in anytime to find a participating provider, look up benefits or check the status of a claim. Additional features include: Securely submit questions to customer service, request a PCP change, request a new ID Card, and others. CCP MyChart

allows Members quick access to important information using their mobile device browser as well.

- (i) **Health Needs Questionnaire:** A confidential, one-on-one assessment completed during onboarding. Upon completion of the assessment, Members will receive an individualized health score and an action plan on how they can improve their health. Responses may also result in a referral to another clinical program.
- (j) **eNewsletter:** An electronic package that the Employer will receive each month with a dedicated focus on a wellness topic.
- (k) **Health Fair Facilitation Services:** Help Employers plan and run a health fair event. A Health Fair Facilitator works with the Employer to understand their wants and needs, such as what topics to cover and a budget. The Facilitator will connect with local resources and providers for content and fair participation and will provide onsite coordination at the Health Fair. Fees from third party vendors are not included in this service.
- (l) **Concierge Transition of Care:** Changing health care plans can be stressful, especially for those who are going through intense medical treatment, such as chemotherapy. The transition of care process helps Member's make a smooth transition to Community Care Plan from their current health care plan with the least amount of disruption to their care.
- (m) **Continuity of Care:** If a provider ceases being a participating provider, Members may be able to continue treatment with the same provider for up to 90 calendar days if they are undergoing active treatment for a chronic or acute medical condition after the provider's termination with the participating provider's network. For pregnancy, if the Member is in the 2nd or 3rd trimester, continuity of care is available through a 6 week postpartum period. Continuity of care is available only if the provider continues to practice in the geographical area of the network and the termination of the participating provider's contract was not due to misconduct on the part of the provider.
- (n) **Telemedicine Program:** which allows Members to access remote medical services via real-time, two way communications with a contracted network of telemedicine providers.
- (o) **Transparency Tool (CCP Cost Estimator):** Provides access to cost and quality information for procedures and tests allowing Members to make informed decisions.

#### HEALTH CARE PROVIDERS

- N3.1 The County agrees that the Plan Manager shall not be held responsible for the actions of Health Care Providers acting as licensed professionals within the scope of their professional practice, and that in no event shall the indemnity provisions of this Agreement apply against the Plan Manager with respect to any expense caused by the acts or omissions of Health Care Providers.

#### REPORTS

- N4.1 Plan Manager agrees to provide a monthly report to County on costs, costs by disease state per member, and monthly utilization statistics.

- N4.2 Plan Manager agrees to provide County, and County's third party benefits consultant with all the necessary reports to monitor progress of any of these programs including, but not limited to, monthly reports on actual intervention, places of services (outpatient, inpatient, pharmacy) and total dollar spend for each. If Plan Manager cannot provide this information as part of its standard reporting, Plan Manager will work with the County and County's third party benefits consultant to provide this information at no additional charge.

#### MISCELLANEOUS

- N5.1 The Plan Manager will provide these Clinical Program services in accordance with the provisions of the Plan which are in effect and which have been communicated to the Plan Manager by the County at the time the services are provided.
- N5.2 If the Plan Administrator directs the Plan Manager to make a Clinical Program services determination which is different than the determination which would otherwise be made by the Plan Manager, the Plan Manager will follow the determination of the Plan Administrator, provided the Plan Administrator's determination is first communicated to the Plan Manager in writing.
- However, the Plan Manager may decide that it will communicate this determination only as directed in special written instructions from the Plan Administrator which are acceptable to the Plan Manager.
- N5.3 Plan Manager agrees to pay for the incentives provided to Members who comply with the criteria outlined in this Exhibit.
- N5.4 The Plan Manager is an independent contractor with respect to the services provided under Article 7.3 and Exhibit "C" of this Agreement, Article 2.5 of this Agreement notwithstanding.
- N5.5 The obligations of the Plan Manager under Article 7.3 and Exhibit "C" of this Agreement shall terminate upon the expiration of this Agreement.

#### PERFORMANCE GUARANTEES

- N6.1 *Plan Manager hereby designates the information contained within Exhibit N, § N6.1, includes confidential, proprietary, and/or trade secret information according to Sections 688.002(4), 812.081(1)(c), and other Florida and federal law, and should be excluded from public inspection. Both Parties agree this information is disclosed only for the purpose of evaluating the Community Care Plan – Broward County Board of County Commissioners discount analysis, and the Parties agree not to disclose this information for any other purpose, internally or externally, unless required by law.*
- N6.2. Health Care Utilization Rate Management Reports ("HCUR").
- N6.2.1 Guarantee: Plan Manager will provide the County with monthly reports similar to current format (samples will be provided by Benefits Consultant), which include twelve (12) months of incurred data with a two (2) month lag, within thirty (30) days after the end of the plan year.



N6.2.2 Penalty: In the event of Plan Manager's failure to satisfy the HCUR Management Reports guarantee set forth in Section N6.6.1 above, Plan Manager will pay a penalty of twelve cents (\$0.12) per employee per month.

N6.3 Population Health Management ("PHM") Reports.

N6.3.1 Guarantee: Plan Manager guarantees the County that Plan Manager PHM Quarterly Reports, which include twelve (12) months of incurred data with a three (3) month lag, will be delivered to the County within one-hundred (120) days after the close of each calendar quarter during the plan year.

N6.3.2 Penalty: In the event of Plan Manager's failure to satisfy the PHM Reports guarantee set forth in Section N6.8.1 above, Plan Manager will pay a penalty of twelve cents (\$0.12) per employee per month.

ADDITIONAL TERMS

- N6.4 Preventative Mammogram and Colonoscopy: Plan Manager agrees that a member's first mammogram and first colonoscopy each calendar year will be at no cost to the member when test is performed at an in-network free standing diagnostic facility.
- N6.5 Hearing Exams: Plan Manager agrees to provide free hearing exams. Coverage limited to two (2) ears per year up to an annual maximum of \$1,500.00 per insured member.
- N6.6 Discount Vision Plan: Plan Manager agrees to offer a discount vision plan which includes an annual basic eye exam (refraction) at no cost to member.
- N6.7 Discount Dental Benefit: Plan Manager agrees to offer a discount dental plan, with at least one cleaning of no cost to member.

(The remainder of this page is left intentionally blank.)

END OF EXHIBIT "N"

**EXHIBIT "O"**  
**FORMULARY PRESCRIPTION DRUG LIST**

2017 EnvisionRx Standard Formulary Attached –

2018 Formulary Prescription Drug List to be provided by October 09, 2017; subsequent Formulary Prescription Drug Lists to be provided annually, by October 09 (82 days prior to effective date.)

The following is a list of the most commonly prescribed brand medications. It represents an abbreviated version of the drug list (formulary) that is at the core of your prescription drug benefit plan. The list is not all-inclusive and does not guarantee coverage. In addition to drugs on this list, the majority of generic medications are covered under your plan and you are encouraged to ask your doctor to prescribe generic drugs whenever appropriate. Search complete formulary drug information at [envisionrx.com](http://envisionrx.com).

**PLEASE NOTE:** Preferred brand drugs may move to non-preferred status if a generic version becomes available during the year. Any medication approved to enter the market will not be covered until reviewed by the EnvisionRx Pharmacy and Therapeutics Committee. Not all drugs listed are covered by all prescription drug benefit programs. For specific questions about your coverage, please call the phone number printed on your member ID card or visit [envisionrx.com](http://envisionrx.com).

## STANDARD FORMULARY

### ADHD / ANTI-NARCOLEPSY / ANTI-OBESITY / ANOREXIANTS

Amphetamines  
VYVANSE  
Anti-Obesity Agents  
BELVIQ  
BELVIQ XR  
CONTRAVE

### ANALGESICS - ANTI-INFLAMMATORY

Anti-TNF-alpha - Monoclonal Antibodies  
HUMIRA [SP]  
Soluble Tumor Necrosis Factor Receptor Agents  
ENBREL [SP]  
Nonsteroidal Anti-inflammatory Agents (NSAIDs)  
TIVORBEX [NP]  
VIVLODEX [NP]  
ZORVOLEX [NP]

### ANALGESICS - OPIOID

Opioid Agonists  
BELBUCA  
HYSINGLA ER  
OPANA ER  
OXYCONTIN  
ZOHYDRO ER [NP]  
Opioid Partial Agonists  
BUTRANS  
SUBOXONE

### ANDROGENS-ANABOLIC

Androgens  
ANDRÖGEL 1.62%

### ANTIANGINAL AGENTS

Antianginals-Other  
RANEXA

### ANTIARRHYTHMICS

Antiarrhythmics Type III  
MULTAQ

### ANTIASTHMATIC AND BRONCHODILATOR AGENTS

Bronchodilators - Anticholinergics  
ANORO  
INCRUSE  
SPIRIVA  
STIOLTO  
Selective Phosphodiesterase 4 (PDE4) Inhibitors  
DALIRESP  
Steroid Inhalants  
ARNUITY ELLIPTA  
ASMANEX  
FLOVENT  
PULMICORT FLEXHALER  
QVAR  
Sympathomimetics  
ADVAIR DISKUS/HFA  
BREQ ELLIPTA  
COMBIVENT RESPIMAT  
PROAIR  
SEREVENT DISKUS  
SYMBICORT  
VENTOLIN

### ANTICOAGULANTS

Direct Factor Xa Inhibitors  
ELIQUIS  
SAVAYSA [NP]  
XARELTO  
Thrombin Inhibitors  
PRADAXA

### ANTICONVULSANTS

Anticonvulsants - Misc.  
BRIVIACT [NP]  
LYRICA  
VIMPAT [NP]

### ANTIDEPRESSANTS

Serotonin Modulators  
BRINTELLIX  
TRINTELLIX  
VIIBRYD [NP]  
Serotonin-Norepinephrine Reuptake Inhibitors (SNRIs)  
FETZIMA [NP]  
KHEDEZLA ER  
PRISTIQ

### ANTIDIABETICS

Antidiabetic Combinations  
INVOKAMET  
INVOKAMET XR  
JANUMET  
JANUMET XR  
Diabetic Other  
GLUCAGEN  
Dipeptidyl Peptidase-4 (DPP-4) Inhibitors  
JANUVIA  
JENTADUETO  
TRADJENTA  
Incretin Mimetic Agents (GLP-1 Receptor Agonists)  
BYDUREON  
BYETTA  
TRULICITY [NP]  
VICTOZA  
Insulin  
LANTUS  
LEVEMIR  
NOVOLIN  
NOVOLIN MIX  
NOVOLIN N  
NOVOLIN R  
NOVOLOG  
NOVOLOG MIX  
TOUJEO  
TRESIBA  
Sodium-Glucose Co-Transporter 2 (SGLT2) Inhibitors  
FARXIGA  
INVOKANA  
XIGDUO

### ANTHYPERLIPIDEMICS

Antihyperlipidemics - Misc.  
VASCEPA  
Bile Acid Sequestrants  
WELCHOL  
Fibric Acid Derivatives  
LIPOFEN  
HMG CoA Reductase Inhibitors  
LIVALO  
Proprotein Convertase Subtilisin/Kexin Type 9 Inhibitors  
PRALUENT [SP]  
REPATHA [SP]

### ANTI-INFECTIVE AGENTS - MISC.

Anti-Infective Agents - Misc.  
XIFAXAN

### ANTINEOPLASTICS AND ADJUNCTIVE THERAPIES

Antineoplastic - Hormonal and Related Agents  
XTANDI [SP]  
ZYTIGA [SP]

Antineoplastic Enzyme Inhibitors  
SPRYCEL [SP]  
TASIGNA [SP]

### ANTIPARKINSON AGENTS

Antiparkinson Dopaminergics  
NEUPRO [NP]

### ANTIVIRALS

Hepatitis Agents  
DAKLINZA [SP]  
EPLUSA [SP]  
HARVONI [SP]  
SOVALDI [SP]

### BETA BLOCKERS

Alpha-Beta Blockers  
COREG CR  
Beta Blockers Cardio-Selective  
BYSTOLIC

### CARDIOVASCULAR AGENTS - MISC.

Combinations  
ENTRESTO  
Impotence Agents  
VIAGRA  
Pulmonary Hypertension - Endothelin Receptor Antagonists  
OPSUMIT [SP]  
LETAIRIS [SP]  
TRACLEER [SP]  
Pulmonary Hypertension - Sol Guanylate Cyclase Stimulator  
ADEMPAS [SP]  
Sinus Node Inhibitors  
CORLANOR

### CONTRACEPTIVES

Combination Contraceptives - Oral  
BEYAZ  
NATAZIA  
SAFYRAL  
YASMIN  
YAZ  
Combination Contraceptives - Vaginal  
NUVARING

### CORTICOSTEROIDS

Glucocorticosteroids  
UCERIS [NP]

### DERMATOLOGICALS

Acne Products  
ACANYA  
ONEXTON  
RETIN-A MICR GEL 0.08%  
Agents for Wrinkles/Lipoatrophy/Other Aesthetic Uses  
RENOVA [NP]  
Antifungals - Topical  
JUBLIA  
LUZU [NP]  
MENTAX  
Anti-inflammatory Agents - Topical  
FLECTOR  
Antineoplastic or Premalignant Lesion Agents - Topical  
PICATO [NP]  
Immunomodulating Agents - Topical  
ZYCLARA [NP]  
Immunosuppressive Agents - Topical  
ELIDEL

### DIAGNOSTIC PRODUCTS

Diagnostic Tests  
FREESTYLE (strips)  
ONETOUCH (strips)  
PRECISION (strips)

### DIGESTIVE AIDS

Digestive Enzymes  
CREON  
ZENPEP

### ENDOCRINE AND METABOLIC AGENTS - MISC.

Fertility Regulators  
FOLLISTIM AQ [SP]  
Growth Hormones  
GENOTROPIN [SP]  
NORDITROPIN [SP]

### ESTROGENS

Estrogen Combinations  
CLIMARA PRO  
DUAVEE  
PREMPHASE  
PREMPRO  
PREMARIN

### GASTROINTESTINAL AGENTS - MISC.

Gastrointestinal Chloride Channel Activators  
AMITIZA  
Inflammatory Bowel Agents  
APRISO  
LIALDA  
Irritable Bowel Syndrome (IBS) Agents  
LINZESS  
Phosphate Binder Agents  
RENVELA

### GENITOURINARY AGENTS - MISC.

Prostatic Hypertrophy Agents  
RAPAFLO

### GOUT AGENTS

Gout Agents  
ULORIC

### HEMATOLOGICAL AGENTS - MISC.

Platelet Aggregation Inhibitors  
BRILINTA

### HEMATOPOIETIC AGENTS

Hematopoietic Growth Factors  
PROCRIT [SP]

### HYPNOTICS/SEDATIVE/SLEEP DISORDER AGENTS

Hypnotics - Tricyclic Agents  
SILENOR [NP]  
Orexin Receptor Antagonists  
BELSOMRA [NP]

### LAXATIVES

Laxative Combinations  
MOVIPREP [NP]  
SUPREP

### MEDICAL DEVICES

Diabetic Supplies  
FREESTYLE (meters)  
ONETOUCH (meters)  
PRECISION (meters)  
Parenteral Therapy Supplies  
NOVOFINE  
NOVOTWIST

### MIGRAINE PRODUCTS

Migraine Combinations

TREXIMET [NP]  
Serotonin Agonists  
RELPAKX

### MUSCULOSKELETAL THERAPY AGENTS

Viscosupplements  
HYALGAN [SP]  
NASAL AGENTS - SYSTEMIC AND TOPICAL  
Nasal Agent Combinations  
DYMISTA [NP]  
Nasal Steroids  
QNASL  
VERAMYST

### OPHTHALMIC AGENTS

Beta-blockers - Ophthalmic  
COMBIGAN  
Ophthalmic Adrenergic Agents  
ALPHAGAN P SOL 0.1%  
Ophthalmic Anti-infectives  
BESIVANCE  
MOXEZA  
VIGAMOX  
Ophthalmic Immunomodulators  
RESTASIS  
Ophthalmic Steroids  
ALREX  
DUREZOL  
LOTEMAX  
Ophthalmics - Misc.  
ACUVAIL  
AZOPT  
PATADAY  
PAZEO  
PROLENSA  
Prostaglandins - Ophthalmic  
LUMIGAN  
TRAVATAN Z  
travoprost

### OTIC AGENTS

Otic Combinations  
CIPRODEX

### PSYCHOTHERAPEUTIC AND NEUROLOGICAL AGENTS - MISC.

Antidementia Agents  
Fibromyalgia Agents  
SAVELLA  
Multiple Sclerosis Agents  
AVONEX [SP]  
COPAXONE [SP]  
GILENYA [SP]  
PLEGRIDY [SP]  
TECFIDERA [SP]

### TETRACYCLINES

Tetracyclines  
SOLODYN [NP]

### ULCER DRUGS

Proton Pump Inhibitors  
DEXILANT

### URINARY ANTISPASMODICS

Urinary Antispasmodics - Beta-3 Adrenergic Agonists  
MYRBETRIQ  
VESICARE [NP]

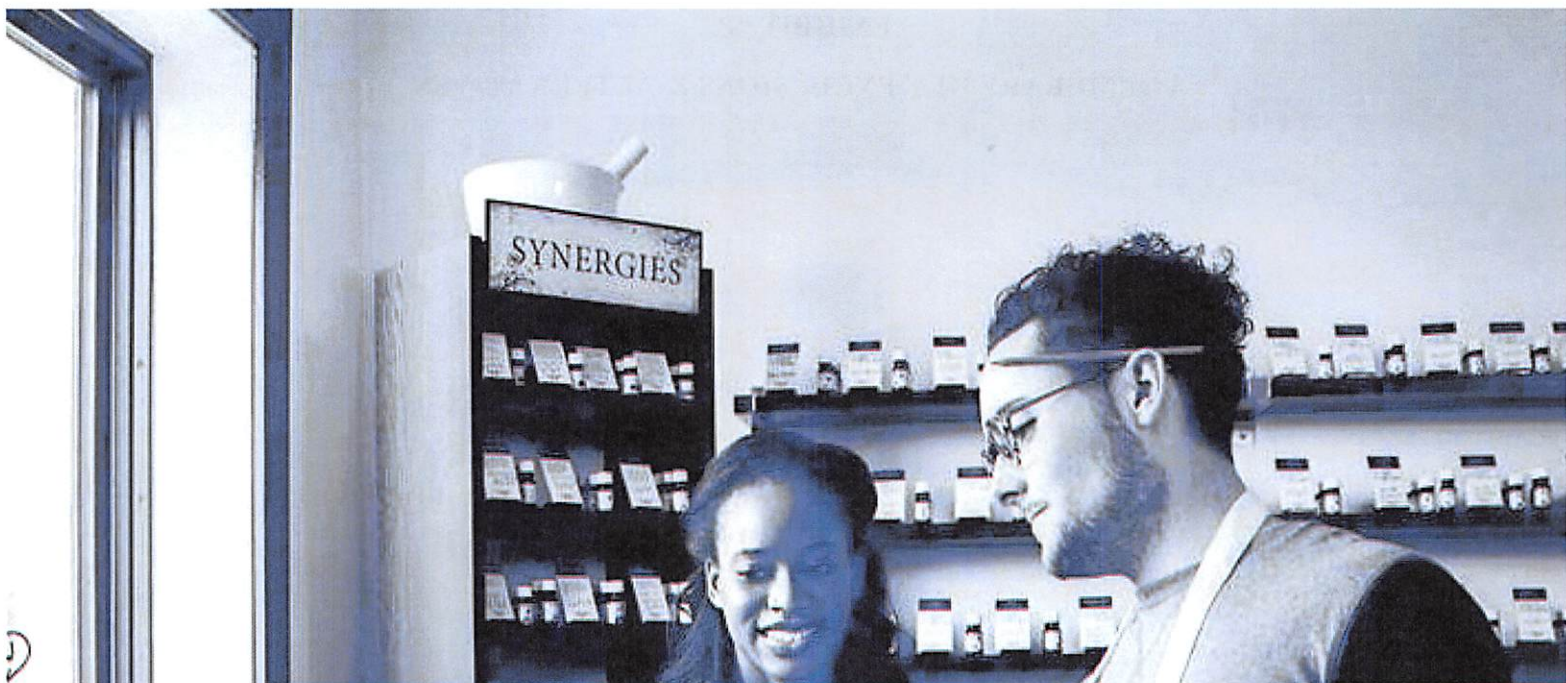
### VAGINAL PRODUCTS

Vaginal Estrogens  
PREMARIN VAGINAL CREAM  
VAGIFEM

### VASOPRESSORS

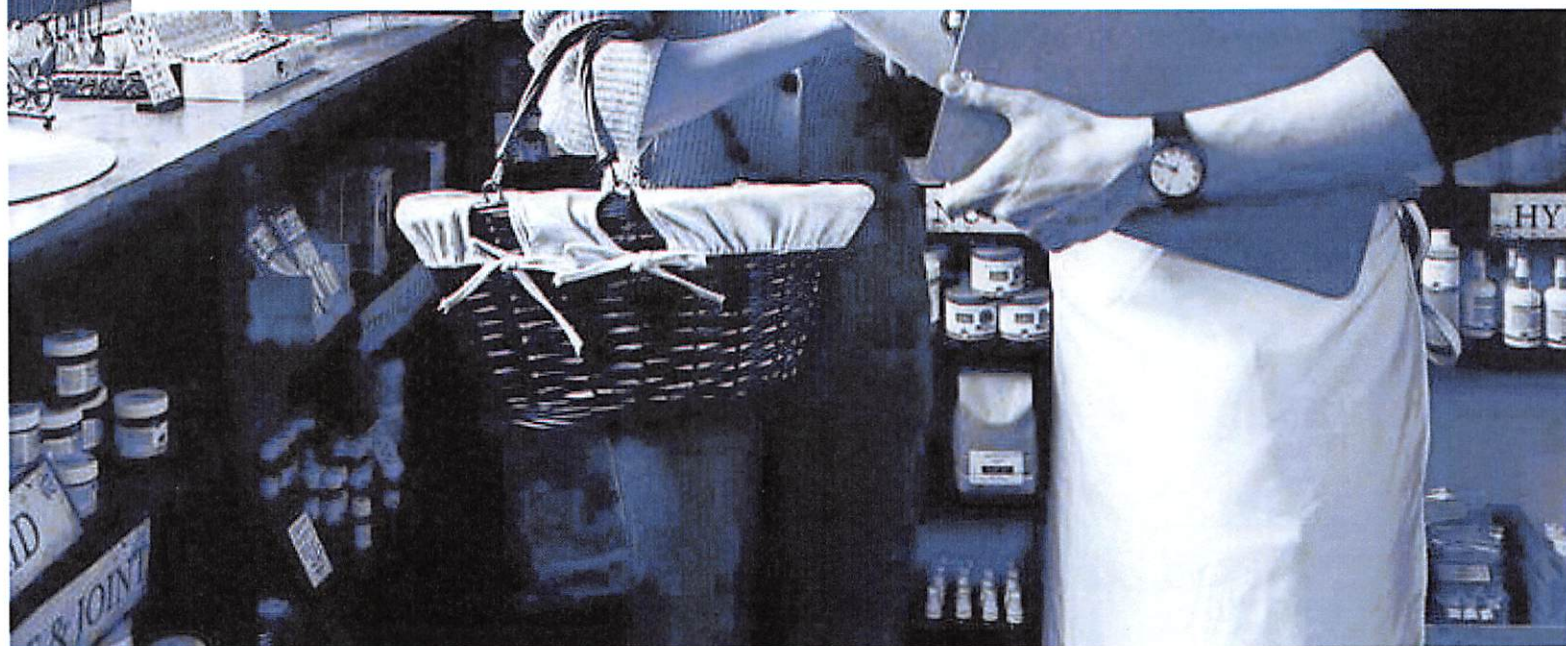
Anaphylaxis Therapy Agents  
EPIPEN  
EPIPEN-JR

**EXHIBIT "P"**  
**FORMULARY KEY EXCLUSIONS & ALTERNATIVES**



**Standard Formulary**  
Exclusion, Step Therapy and Tiering Changes

Effective: January 1, 2018





Excluded Medications with Covered Alternatives

Therapeutic Category	Formulary Exclusion	Formulary Alternative
<b>ANALGESICS</b>		
Nonsteroidal Anti-inflammatory Agents (NSAIDs)	INDOCIN, TIVORBEX, VIVLODEX, ZIPSOR, ZORVOLEX	diclofenac, indomethacin, meloxicam
Opioid Agonists - Extended Release	BUTRANS, NUCYNTA ER, OPANA ER	BELBUCA [NP], ZOHYDRO ER [NP], OXYCONTIN, HYSINGLA ER
Opioid Agonists - Immediate Release	NUCYNTA	OXAYDO [NP], tramadol
<b>ANTI-ADDICTION / SUBSTANCE ABUSE TREATMENT</b>		
Opioid Abuse	BUNAVAIL, buprenorphine/naloxone, SUBOXONE FILM	ZUBSOLV
<b>ANTIVIRALS</b>		
Hepatitis C	OLYSIO, TECHNIVIE*, VIEKIRA*, ZEPATIER*, DAKLINZA [SP]*, SOVALDI* [SP]	EPCLUSA [SP]*, HARVONI [SP]*
<b>AUTONOMIC &amp; CENTRAL NERVOUS SYSTEM</b>		
Transmucosal Fentanyl Analgesics	ABSTRAL, FENTORA, LAZANDA, SUBSYS	fentanyl lozenge
<b>CONTRACEPTIVES</b>		
Oral Contraceptives	generic BEYAZ <sup>1</sup> , generic SAFYRAL <sup>1</sup> , generic YASMIN <sup>1</sup> , generic YAZ <sup>1</sup>	BEYAZ, NATAZIA, SAFYRAL, YASMIN, YAZ, MINASTRIN 24 FE, LO LOESTRIN
<b>DERMATOLOGY</b>		
Acne (Oral Agents)	ABSORICA	AMNESTEEM, CLARAVIS, MYORISAN, ZENATANE
Actinic Keratosis	CARAC, fluorouracil 0.5% cream	PICATO [NP], ZYCLARA [NP], fluorouracil 5% cream, imiquimod 5% cream
<b>DIABETES</b>		
Biguanides	FORTAMET, generic FORTAMET, GLUMETZA, generic GLUMETZA	metformin (generic Glucophage or generic Glucophage XR)
Blood Glucose Meters & Test Strips	ASCENCIA (BREEZE, CONTOUR), ROCHE (ACCU-CHEK), all other test strips that are not ABBOTT (FREESTYLE, PRECISION) or LIFESCAN (ONETOUCH) brand	ABBOTT (FREESTYLE, PRECISION), LIFESCAN (ONETOUCH)
Glucagon-Like Peptide-1 Agonists (GLP-1)	ADLYXIN, BYDUREON, BYETTA, TANZEUM	VICTOZA, TRULICITY
Long-Acting Insulin	BASAGLAR	LEVEMIR, LANTUS
Rapid Acting Insulin	AFREZZA, APIDRA, HUMALOG, HUMULIN	NOVOLOG, NOVOLIN
Sodium-Glucose Co-transporter 2 (SGLT-2) Inhibitor & Combinations	JARDIANCE, SYNJARDY, SYNJARDY XR	FARXIGA, INVOKANA, INVOKAMET, INVOKAMET XR, XIGDUO XR
<b>ENDOCRINE</b>		
Topical Testosterone Products	ANDRODERM, AXIRON, FORTESTA, TESTIM	ANDROGEL 1.62%, generic testosterone
<b>GASTROINTESTINAL</b>		
Anti-Inflammatory/Anti-Ulcer Agents	DUEXIS, VIMOVO	famotidine + ibuprofen or omeprazole + naproxen
<b>UROLOGICAL</b>		
Erectile Dysfunction (previously a Step Therapy)	CIALIS <sup>2</sup> , LEVITRA, STAXYN, STENDRA	VIAGRA
Urinary Antispasmodic	ENABLEX, TOVIAZ, VESICARE	MYRBETRIQ, oxybutynin, tolterodine, trospium
<b>VASOPRESSORS</b>		
Anaphylaxis Therapy Agents	EPIPEN, EPIPEN-JR, AUVI-Q, ADRENACLICK, generic ADRENACLICK	generic EPIPEN



WEIGHT LOSS		
Weight Loss Agents	BELVIQ, BELVIQ XR, QSYMIA*	CONTRAVE*, SAXENDA,





## Step Therapies

Therapeutic Category	Secondary Treatment	Primary Treatment
<b>DERMATOLOGY</b>		
Antifungals	KERYDIN [NP]	JUBLIA
<b>DIABETES</b>		
Dipeptidyl Peptidase-4 Inhibitors (DPP-4) & Combinations	KAZANO* [NP], KOMBIGLYZE* [NP], NESINA [NP], OSENI* [NP], ONGLYZA [NP], <b>alogliptin, alogliptin/pioglitazone</b>	JANUMET*, JANUMET XR*, JANUVIA, JENTADUETO*, TRADJENTA
<b>ENDOCRINE</b>		
Growth Hormone	HUMATROPE [SP], NUTROPIN AQ [SP], OMNITROPE [SP], SAIZEN [SP], ZOMACTON [SP]	GENOTROPIN [SP], NORDITROPIN [SP]
<b>GASTROINTESTINAL</b>		
Ulcerative Colitis Agents	ASACOL HD [NP], CANASA [NP], DELZICOL [NP], DIPENTUM [NP], GIAZO [NP], <b>mesalamine HD [NP]</b> , PENTASA [NP]	APRISO, LIALDA, balsalazide, sulfasalazine
Irritable Bowel Syndrome & Opioid Induced Constipation Agents	MOVANTIK [NP], RELISTOR [NP], TRULANCE [NP]	AMITIZA, <b>LINZESS</b>
<b>HEMATOLOGICAL</b>		
Erythropoiesis-Stimulating Agents	ARANESP [SP]	PROCRIT [SP]
<b>ANALGESICS /ANTI-INFLAMATORY</b>		
Inflammatory Conditions	ACTEMRA [SP] <sup>3</sup> , CIMZIA [SP] <sup>3,5</sup> , COSENTYX [SP] <sup>4</sup> , KEVZARA [SP] <sup>3</sup> , KINERET [SP] <sup>3</sup> , ORENCIA [SP] <sup>3</sup> , OTEZLA [SP] <sup>5</sup> , SILIQ [SP] <sup>5</sup> , SIMPONI [SP] <sup>3,5</sup> , STELARA [SP] <sup>5</sup> , TALTZ [SP] <sup>5</sup> , TREMFYA [SP] <sup>5</sup> , XELJANZ [SP]	ENBREL [SP], HUMIRA [SP]
<b>PSYCHOTHERAPEUTIC AND NEUROLOGICAL AGENTS – MISC.</b>		
Antidementia Agents	NAMENDA XR [NP], NAMZARIC [NP]	donepezil, memantine (immediate release)
Multiple Sclerosis	EXTAVIA [SP] <sup>6</sup> , LEMTRADA [SP] <sup>6</sup> , REBIF [SP] <sup>6</sup> , TYSABRI [SP] <sup>6</sup> , ZINBRYTA [SP] <sup>6</sup>	AVONEX [SP], COPAXONE [SP], GILENYA [SP], PLEGRIDY [SP], TECFIDERA [SP], <b>AUBAGIO [SP]</b> , <b>BETASERON [SP]</b>
<b>RESPIRATORY</b>		
Selective beta-2-Adrenergic Agonists	PROVENTIL [NP], XOPENEX [NP]	PROAIR, VENTOLIN

### Key

[NP] = Non-Preferred [SP] = Specialty Brand drugs = CAPITAL letters Generic drugs = lower case letters

<sup>1</sup> Generic YASMIN and YAZ are commonly marketed as Gianvi, Loryna, Ocella, Syeda, Vestura, or Zarah.

<sup>2</sup> Managed by prior authorization to assess indication.

<sup>3</sup> Xeljanz requires trial and failure prior to use of other Secondary Treatment Options for RA

<sup>4</sup> Requires trial and failure of Humira for Plaque Psoriasis only

<sup>5</sup> Cosentyx requires trial and failure prior to use of other Secondary Treatment Options for Plaque Psoriasis, Psoriatic Arthritis, and Ankylosing Spondylitis

<sup>6</sup> Requires trial and failure of only one primary treatment.

\* Excluded/Secondary combination treatments correspond to the listed Alternative/Primary combination treatments only.

**Red copy** indicates an update to therapeutic category management.

## Tiering Changes

### Products Moving to Non-Preferred Status

Therapeutic Category	Non-Preferred Product	Preferred Alternative
Opioid Agonists - Extended Release	BELBUCA	OXYCONTIN, HYSINGLA
Estrogen Combinations	CLIMARA P	PREMARIN, DUAVEE, PREMPHASE, PREMPRO
Bronchodilators - Anticholinergics	INCRUSE ELIPTA	SPIRIVA

**(This page is intentionally left blank.)**

**EXHIBIT "Q"**  
**SAMPLE INVOICE**

Item No.	Description	Quantity	Unit Price	Total Price
1	...	...	...	...
2	...	...	...	...
3	...	...	...	...
4	...	...	...	...
5	...	...	...	...
6	...	...	...	...
7	...	...	...	...
8	...	...	...	...
9	...	...	...	...
10	...	...	...	...
11	...	...	...	...
12	...	...	...	...
13	...	...	...	...
14	...	...	...	...
15	...	...	...	...
16	...	...	...	...
17	...	...	...	...
18	...	...	...	...
19	...	...	...	...
20	...	...	...	...
21	...	...	...	...
22	...	...	...	...
23	...	...	...	...
24	...	...	...	...
25	...	...	...	...
26	...	...	...	...
27	...	...	...	...
28	...	...	...	...
29	...	...	...	...
30	...	...	...	...
31	...	...	...	...
32	...	...	...	...
33	...	...	...	...
34	...	...	...	...
35	...	...	...	...
36	...	...	...	...
37	...	...	...	...
38	...	...	...	...
39	...	...	...	...
40	...	...	...	...
41	...	...	...	...
42	...	...	...	...
43	...	...	...	...
44	...	...	...	...
45	...	...	...	...
46	...	...	...	...
47	...	...	...	...
48	...	...	...	...
49	...	...	...	...
50	...	...	...	...
51	...	...	...	...
52	...	...	...	...
53	...	...	...	...
54	...	...	...	...
55	...	...	...	...
56	...	...	...	...
57	...	...	...	...
58	...	...	...	...
59	...	...	...	...
60	...	...	...	...
61	...	...	...	...
62	...	...	...	...
63	...	...	...	...
64	...	...	...	...
65	...	...	...	...
66	...	...	...	...
67	...	...	...	...
68	...	...	...	...
69	...	...	...	...
70	...	...	...	...
71	...	...	...	...
72	...	...	...	...
73	...	...	...	...
74	...	...	...	...
75	...	...	...	...
76	...	...	...	...
77	...	...	...	...
78	...	...	...	...
79	...	...	...	...
80	...	...	...	...
81	...	...	...	...
82	...	...	...	...
83	...	...	...	...
84	...	...	...	...
85	...	...	...	...
86	...	...	...	...
87	...	...	...	...
88	...	...	...	...
89	...	...	...	...
90	...	...	...	...
91	...	...	...	...
92	...	...	...	...
93	...	...	...	...
94	...	...	...	...
95	...	...	...	...
96	...	...	...	...
97	...	...	...	...
98	...	...	...	...
99	...	...	...	...
100	...	...	...	...



1643 Harrison Parkway  
H-200  
Sunrise, FL 33323

cc:

**INVOICE**

To: Broward County

Invoice No: BCG09012017  
Date: 9/15/2017  
Name: Broward County Government

ISSUE DATE

MONTH

09/15/17

September-17

Service Type	Unit cost	Employee Count	Total
<b>Per Master Agreement:</b>			
Monthly Claims Funding	\$0.00	100	\$0.00
CCP Administrative Fees	\$0.00	100	\$0.00
Pharmacy Benefits Manager: Administrative Fees	\$0.00	100	\$0.00
Well Being Programs Initiative Administrative Fees	\$0.00	100	\$0.00
Payment Terms : Net 30			
<b>Total</b>			<b>\$0.00</b>

REMIT PAYMENT TO:

Electronically to PNC account ending xxx8214

INVOICE QUESTIONS :

Karen George-Alexander (954) 622-3373

Signature:

**Ed Maszak**

Ed Maszak, Senior Vice President & Chief Financial Officer, CCP

Date: 9/15/17