

AMENDMENT TO ADMINISTRATIVE SERVICES AGREEMENT

THIS AMENDMENT, entered into on July 14, 2023 is by and between Blue Cross and Blue Shield of Florida, Inc. d/b/a Florida Blue (hereinafter called "Florida Blue") and The City of Ocala (hereinafter called the "Employer"). In consideration of the mutual and reciprocal promises herein contained, the Administrative Services Agreement between Florida Blue and the Employer (hereinafter "Agreement") effective October 1, 2019 is amended as follows:

1. Section 3.7 Pharmacy Rebates is hereby amended effective October 1, 2023 and is as follows:

Pharmacy Rebates: In certain circumstances, Florida Blue and/or its pharmacy benefits manager and/or vendors (collectively "PBM") negotiate(s) and receive(s) formulary rebates, volume discounts, and/or fees from certain drug manufacturers/distributors as a result of the inclusion of such manufacturer's/distributor's branded products on Florida Blue's formularies ("Rebates").. At times, the PBM may pass through a guaranteed minimum amount per prescription that exceeds the Rebates otherwise payable to Florida Blue. In either situation, Florida Blue passes through 100% of the amounts it receives to Employer. Florida Blue may receive a portion of the Rebates on a prepaid, estimated basis, before any drug claims are filed and paid. To the extent that Florida Blue receives prepaid, estimated rebate amounts, Florida Blue retains, as part of its compensation, the interest earned on such amounts from the time it receives such prepayments until it forwards Employer's Rebates. This time period is generally nine to twelve months. Florida Blue expects to earn interest at the rate of 1.25% per annum. Florida Blue pays Employer its Rebates or guaranteed minimum amount after Florida Blue is able to determine the share attributable to the drug claims actually made by Employer's group members. This typically occurs seven to nine months after the end of the calendar quarter in which the drugs were dispensed. Florida Blue will provide more specific information on the amounts retained by Florida Blue or the PBM annually to Employer.

2. Exhibit E to the Agreement is hereby amended, effective October 1, 2023. The revised Exhibit E is attached to this Amendment and replaces the Exhibit E previously attached to the Agreement.
3. Except as otherwise specifically noted in this Amendment, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, this Amendment has been executed by the duly authorized representatives of the parties.

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

By: Rachel Bechtel
Rachel Bechtel (Jul 17, 2023 11:25 EDT)
Title: VP Commercial Strategy & Market Solutions
Date: 07/17/23

THE CITY OF OCALA

DocuSigned by:
By: Christopher Watt
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Title: Chief of Staff
Date: 7/13/2023

Approved as to form and legality:

DocuSigned by:
William E. Sexton
B07DCF4E8BE429
William E. Sexton, City Attorney

EXHIBIT "E"
to the
ADMINISTRATIVE SERVICES AGREEMENT
between
BLUE CROSS AND BLUE SHIELD OF FLORIDA, INC. D/B/A FLORIDA BLUE
and
HEALTH OPTIONS, INC.
and
City of Ocala

PHARMACY RELATED FINANCIAL ARRANGEMENTS

I. Effective Date

The effective date of this exhibit is October 1, 2023. This Exhibit may be terminated by either party upon 90 days written notice to the other party.

II. Definitions

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

- A. "340B Claims" mean claims submitted by 340B pharmacies with a Submission Clarification Code of "20" or Claims identified by Manufacturer as "340B" claims and rejected by the applicable Manufacturer for invoicing of Rebates.
- B. "Annual Reconciliation Period" is the one-year time period commencing as of the Effective Date and each one-year Anniversary thereof during which any guarantees will be measured and reconciled.
- C. "Authorized Generics" shall mean prescription drugs that are produced by an innovator (i.e., the brand manufacturer) under a New Drug Application (NDA), or licensed to be produced by a generic company under the New Drug Application (NDA), and are marketed, sold and/or distributed as generics under private label. Further, an Authorized Generic is identical to its brand counterpart in dosage form, safety, strength, route of administration, intended use, active and inactive ingredients and, as applicable, size, shape, color, taste, smell and mouth feel.
- D. "Average Wholesale Price" or "AWP" means the average wholesale price of a prescription drug as published by MediSpan at the time a Claim is processed. The price file will be updated no less frequently than once every three (3) business days through the Pricing Source"
- E. "Brand drugs" are defined as drugs that have a Medi-Span multisource code field equal to "M", "N", or "O".
- F. "Claim" or "Claims" means requests for payment submitted by Network Participants (also referred to as pharmacies) or members for pharmacy benefit services covered under the Group Health Plan.
- G. "Claims Adjudication" means the determination of whether a given Claim is entitled to reimbursement pursuant the terms and conditions of a Benefit Plan and the amount payable to or by a Network Participant or member pursuant to such Benefit

Plan, the applicable Network Contract and any other applicable factors, including any copayment/deductible or coinsurance payable by a member, as well as concurrent (on-line at point of service) drug utilization review. Claims Adjudication shall accommodate any e-prescribing procedures that may be adopted after the date hereof.

- H. "Coinsurance" means that portion of the amount claimed for Covered Prescription Drug Services, calculated as a percentage of the eligible charge (or its substitute) for such services, which is to be paid by Member pursuant to Member's Benefit Plan.
- I. "COB (Secondary Payor) Claim" shall mean a claim which processed with an Other Coverage Code of 2 indicating that the Client is the secondary payer.
- J. "Compound Drug" means a claim where two or more solid, semi-solid, or liquid medications are mixed. The product must not be available in an equivalent commercial form. The product will not be considered a Compound Drug if it is reconstituted or if, to the active ingredient, only water, alcohol, flavoring, coloring, or sodium chloride solutions are added. Compound Drugs shall be priced using the NCPDP D.0 standard which shall capture each ingredient used in the medication.
- K. "Copayment/Deductible" means a fixed dollar portion of the amount claimed for Covered Prescription Drug Services that is to be paid by Member pursuant to Member's Benefit Plan.
- L. "Covered Prescription Drug Services" means the pharmacy services and/or drugs available to members and eligible for reimbursement pursuant to the Benefit Plan.
- M. "Dispensing Fee" means the fee paid to the Network Participant for the professional service of filling a prescription and is added to the submitted ingredient cost or contracted rate.
- N. "Drug Utilization Review" or "DUR" means the process whereby the therapeutic effects and cost effectiveness of various drug therapies are reviewed, monitored and acted upon consistent with the Benefit Plan. DUR can be prospective, concurrent or retrospective.
- O. "Extended Supply Network" or "ESN" means the retail Network Participants who have agreed to provide members more than a one-month's supply (84 + day supply) of Covered Prescription Drug Services provided that the Benefit Plan has a Mail Service benefit and a retail quantity days' supply limit of one month (or as mutually agreed).
- P. "Formulary" or "Drug Formulary" means a list of pharmaceutical products which is available to pharmacies, members, physicians or other health care providers for purposes of guiding the prescribing and dispensing of pharmaceutical products.
- Q. "Generic Drug" means those pharmaceuticals designated by the PBM or other Pricing Sources as having a multi-source indicator of Y.
- R. "Generic Drug" means those pharmaceuticals designated by the PBM or other Pricing Sources as having a multi-source indicator of Y. May exclude single source generic with less than 3 manufactures. "Generic Effective" means the actual blended pricing performance of Maximum Allowable Cost ("MAC") and non-MAC generic discounts.
- S. "Ingredient Cost" means the ingredient cost amount charged to Group for each Claim subject to the provision set forth in section IV.
- T. "Limited Distribution Drug" means a Specialty Pharmacy Product identified as having a limited distribution network.

- U. "Mail Service" means the service through which covered persons may receive prescription drugs through the mail from the PBM's mail order pharmacy.
- V. "Manufacturer" means a company that manufactures, and/or distributes pharmaceutical drug products.
- W. "Manufacturer Administration Fee" means all fixed fees received by the PBM from any given Manufacturer relating to administration of Rebates under a manufacturer agreement.
- X. "Maximum Allowable Cost" or "MAC" means the highest cost at which a Benefit Plan will reimburse Network Participants or Members for pharmaceutical products present on the MAC list at the time of service. Florida Blue agrees to provide Group and/or Groups third party consultant a copy of the actual MAC list with pricing used for Group, upon request.
- Y. "Network Participant" means each individual pharmacy, chain or pharmacy service administrative organization (PSAO) that has entered into an agreement with the PBM or Florida Blue ("Network Contract") to provide Covered Prescription Drug Products and Services to members, as may be amended from time to time.
- Z. "Open Refill Transfer File" is a data file created by the Employer's previous PBM containing its members' mail prescriptions, thus enabling a subsequent PBM to continue to fill those open mail prescriptions.
- AA. "Over-the-Counter" or "OTC" shall mean products that are identified by MediSpan RXOTC Indicator as OTC.
- BB. "Paper Claims" means prescription drug services that are submitted to Florida Blue for adjudication through the use of a paper claim form, generally by a member subsequent to the point of sale.
- CC. "Pharmacy Benefit Manager" ("PBM") means Florida Blue's pharmacy program administrator, currently Prime Therapeutics L.L.C.
- DD. "Pricing Source" means Medispan, or such other national drug database as designated by Florida Blue's PBM. In the event the Pricing Source changes, notification will be provided to the Employer.
- EE. "Provider Tax" means any tax on a Covered Prescription Drug Service required to be collected or paid by a Network Participant for a Covered Prescription Drug Service.
- FF. "Rebate(s)" means compensation or remuneration of any kind received or recovered by the PBM from any Manufacturer which is directly or indirectly attributable to purchase or utilization of Covered Prescription Drug Services by members. However, Rebates do not include Manufacturer Administration Fees which the PBM is entitled to retain pursuant to this Exhibit unless otherwise required by law.
- GG. "Single Source Generic Drugs" or "SSGs" shall mean those Generic Drugs that are only available from one manufacturer and labeler, including generics with limited availability, exclusivity, or competition, including Authorized Generics . When a drug is identified as Single Source Generic Drug, it shall be considered a Single Source Generic Drug for all purposes, including Eligible Member Cost Share, therapeutic classification, pricing and all related guarantees.
- HH. "Specialty Drugs" means an FDA-approved prescription drug that has been designated by Florida Blue as a Specialty Drug due to requirements such as special handling, storage, training, distribution, and management of the therapy.

- II. "Specialty Pharmacy Drugs", as used in this Agreement, refers to the list of drugs which will be available upon request.
- JJ. "Specialty Pharmacy" means a participating preferred pharmacy designated to dispense Specialty Drugs by Florida Blue.
- KK. "Usual and Customary" or "U&C" means the lowest price, including any Dispensing Fee, a pharmacy would charge a customer without any insurance coverage if such customer were paying cash for the identical drug on the date dispensed. This includes any applicable discounts, including but not limited to, senior discounts, frequent shopper discounts, and other special discounts offered to customers.
- LL. "Utilization Management" means a broad collection of standard clinical products and services that may be selected by Employer that are designed to encourage proper drug utilization in order to enhance member outcomes while managing drug benefit costs for Employer. Such services include, but are not limited to: Formulary exception, prior authorization, step therapy, quantity limits and retrospective DUR.
- MM. "Zero Balance Claim" or "Zero Balance Due" shall mean a claim for which there is no balance due from the Client following the application of the Eligible Member Cost Share to the cost of the claim.

III. PHARMACY RELATED ADMINISTRATIVE FEES**A. Fee for PBM Services**

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

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

B. Other Fees

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

IV. PHARMACY CLAIM PRICING.**A. Pharmacy Network Services**

Florida Blue utilizes its PBM to provide network access to Network Participants, Specialty Pharmacy and to provide Mail Service. The rates paid to such Network Participants, Specialty Pharmacy and Mail Service for Covered Prescription Drug Services may vary and are subject to the specific contractual arrangements. Florida Blue will establish (and amend from time to time) a uniform Ingredient Cost and/or Dispensing Fee for Covered Prescription Drug Services which is calculated to approximate any Aggregate Discount Guarantee. The Ingredient Cost and/or Dispensing Fee may vary between Brand Drugs and Generic Drugs. It may also vary between retail, specialty pharmacy, ESN or Mail Service. The Ingredient Cost and/or Dispensing Fee may not be the same amount as Florida Blue pays to the retail, specialty pharmacy, ESN or Mail Service. If the actual amount paid is less, subject to the Annual Reconciliation for the Aggregate Discount Guarantee, Florida Blue may retain the difference.

Per retail Brand Drug Claim – The lesser of Ingredient Cost or U&C

Per retail Generic Drug Claim – The lesser of Ingredient Cost, MAC plus Dispensing Fee, or U&C

Per retail ESN Brand Drug Claim – The lesser of Ingredient Cost or U&C

Per retail ESN Generic Drug Claim – The lesser of Ingredient Cost, MAC plus Dispensing Fee, or U&C

Per Mail Service Brand Drug Claim – Ingredient Cost plus Dispensing Fee

Per Mail Service Generic Drug Claim – Ingredient Cost or MAC plus Dispensing Fee

V. Annual Reconciliation.

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

The Aggregate Discount Guarantee, Average Dispensing Fee Guarantee and Rebate Guarantees will only apply to any Annual Reconciliation Period during which this Exhibit has been in effect for the full 12 months of such Annual Reconciliation Period. Group must be actively enrolled at time of annual reconciliation to be eligible for performance guarantee payments.

Specialty drugs dispensed through the medical benefit will not be included in this guarantee reconciliation.

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

VI. GENERAL PROVISIONS

The following terms and conditions apply to this Exhibit E:

- A. Florida Blue reserves the right to modify or amend the financial provisions of this Exhibit upon prior notice to Employer in the event of (a) any material changes in the ASO Agreement or the Group Health Plan that results in a material change in any of the services provided by Florida Blue under the terms of this Exhibit; (b) any government imposed change in federal, state or local laws or interpretation thereof or industry wide change that would make Florida Blue's performance of its duties hereunder materially more burdensome or expensive; (c) a material change in the scope of services to be performed under this Agreement upon which the financial provisions included in this Exhibit are based and (d) significant changes made to the AWP benchmark or the methodology by which AWP is calculated or reported;
- B. Formulary rebates may not be available or may be adjusted for as a result of a greater than fifty percent (50%) member cost share on an aggregate annual basis, participation in a high deductible health plan/consumer driven health plan and/or any other material change that impacts rebate performance not agreed to by Florida Blue and Pharmacy Benefit Manager.
- C. Rebate guarantees are for actual Rebates received from pharmaceutical manufacturers and do not include other amounts including, but not limited to, therapeutic interchange savings
- D. Rebate guarantee payments will not be adjusted on the average days' supply of claims in any contract period.
- E. Mail pricing is not dependent on the days' supply of a claim.
- F. Eligible Members will always pay the lower of the client negotiated price or Eligible Member Cost Share. Any excess Eligible Member Cost Share will not be retained by Florida Blue.
- G. Any postage increases, shipping & handling increases, will not result in increases to dispensing fees or any other pricing component and will not be billed back to Group.
- H. Aggregate Specialty Guarantees are based upon an exclusive Specialty arrangement.
- I. Group may perform a market check once during the second year of the agreement. The market check may be conducted by Group or Group's third party consultant of their choosing. Florida Blue will review and evaluate market check results that have been conducted based on similar clients in terms of size, composition, line of business, pricing and network arrangement, and formulary type; Group, or Groups's third party consultant, will provide a blinded comparison of benchmark clients used in the analysis; no other restrictions are required. Group

will provide Florida Blue written notice if a qualified bidder provides better financial terms. Florida Blue will have 20 business days to respond to market checks as to whether PBM agrees to provide Group with equivalent or superior financial terms. If market check audit report indicates current market conditions can yield a 5% or more savings of net plan costs, the parties will reach mutual agreement on revised pricing terms and other applicable provisions.

- J. Florida Blue will allow Group to terminate the agreement with or without cause, and without termination charges, with 90 days written notice. Group will be the only party to have termination for convenience rights.

VII. INSPECTION AND AUDIT

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

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

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

Unless otherwise contractually specified, Employer will bear all costs and expenses related to the audit. Additionally, Employer will reimburse the PBM for all reasonable actual out of pocket expenses incurred by the PBM in compliance with an audit. The auditor cannot keep or make copies of any documents provided by the PBM without the PBM's express written consent. The PBM will provide screenshots of the claims adjudication system. The

auditor will not have access to the live claims adjudication system without prior approval by the PBM. Except as may otherwise be required by applicable law, reporting of the audit results will be restricted to the Employer and its auditor's internal use only. The auditor will provide copies of the audit report to the Employer and the PBM.

Appendix A

City of Ocala	
Effective Date:	10/1/2023
Members:	2,606
Employees:	1,103

CUSTOM TRADITIONAL PRICING	
Contract Period	Standard PPO HMO
BRAND DISCOUNTS	
Retail Network	
10/1/2023 to 9/30/2024	20.00%
10/1/2024 to 9/30/2025	20.05%
10/1/2025 to 9/30/2026	20.10%
Extended Supply Network (ESN) - 90 Day Channel	
10/1/2023 to 9/30/2024	23.75%
10/1/2024 to 9/30/2025	23.80%
10/1/2025 to 9/30/2026	23.85%
Exclusive Mail	
10/1/2023 to 9/30/2024	24.50%
10/1/2024 to 9/30/2025	24.50%
10/1/2025 to 9/30/2026	24.50%
GENERIC DISCOUNTS	
Retail Network	
10/1/2023 to 9/30/2024	84.00%
10/1/2024 to 9/30/2025	84.10%
10/1/2025 to 9/30/2026	84.20%
Extended Supply Network (ESN) - 90 Day Channel	
10/1/2023 to 9/30/2024	86.00%
10/1/2024 to 9/30/2025	86.10%
10/1/2025 to 9/30/2026	86.20%
Exclusive Mail	
10/1/2023 to 9/30/2024	87.00%
10/1/2024 to 9/30/2025	87.10%
10/1/2025 to 9/30/2026	87.20%
BRAND DISPENSING FEES	
Retail Network	
10/1/2023 to 9/30/2024	\$0.30
10/1/2024 to 9/30/2025	\$0.30
10/1/2025 to 9/30/2026	\$0.30
Extended Supply Network (ESN) - 90 Day Channel	
10/1/2023 to 9/30/2024	\$0.00
10/1/2024 to 9/30/2025	\$0.00
10/1/2025 to 9/30/2026	\$0.00
Exclusive Mail	
10/1/2023 to 9/30/2024	\$0.00
10/1/2024 to 9/30/2025	\$0.00
10/1/2025 to 9/30/2026	\$0.00
GENERIC DISPENSING FEES	
Retail Network	
10/1/2023 to 9/30/2024	\$0.30
10/1/2024 to 9/30/2025	\$0.30
10/1/2025 to 9/30/2026	\$0.30
Extended Supply Network (ESN) - 90 Day Channel	
10/1/2023 to 9/30/2024	\$0.00
10/1/2024 to 9/30/2025	\$0.00
10/1/2025 to 9/30/2026	\$0.00
Exclusive Mail	
10/1/2023 to 9/30/2024	\$0.00
10/1/2024 to 9/30/2025	\$0.00
10/1/2025 to 9/30/2026	\$0.00
AGGREGATE SPECIALTY	
Discount	
10/1/2023 to 9/30/2024	22.00%
10/1/2024 to 9/30/2025	22.00%
10/1/2025 to 9/30/2026	22.00%
Specialty Pharmacy Dispensing Fee	
10/1/2023 to 9/30/2024	\$0.00
10/1/2024 to 9/30/2025	\$0.00
10/1/2025 to 9/30/2026	\$0.00

- Notes:UR-11162
- Discounts are based on the actual NDC-11 dispensed on the fill date.
 - Guarantees are based upon the above selected Florida Blue Network.
 - Guarantees are based upon an implemented Florida Blue Extended Supply Network (90-day retail). If not implemented, Retail rates apply.
 - Discount and dispensing fee rates exclude compound, long term care (LTC) pharmacy, home infusion (HI) pharmacy, veterans affairs (VA) pharmacy, Indian/tribal/urban (I/T/U) pharmacy, U.S. territory (TER) pharmacy, 340B, Medicare/Medicaid, out-of-network, member-submitted, foreign, coordination of benefits (COB), subrogation, paper, invalid, usual and customary (U&C) claims and non-specialty discount and dispensing fees also exclude specialty (as defined by the Florida Blue specialty drug management list) claims.
 - For discount purposes, Specialty is defined by the Florida Blue specialty drug management list.
 - Guarantees are based upon a exclusive specialty network arrangement.
 - Aggregate Specialty discount guarantees do not include limited distribution drugs (LDDs) nor any new specialty drugs brought to market and added to the specialty list during the term of each contract year.
 - For discount and dispensing fees, Brand drugs are defined as drugs that have a Medi-Span multisource code field equal to "M", "N", or "O".
 - For discount and dispensing fees, Generic drugs are defined as drugs that have a Medi-Span multisource code field equal to "Y".
 - Unexpected generic launches and products launched at risk or under patent litigation are excluded from generic guarantees.
 - Guarantees are based upon MedsYourWay Home Delivery being the exclusive mail provider and reconciliation is inclusive of all claims dispensed at mail vendor.

CUSTOM TRADITIONAL PRICING	
Contract Period	FL 3 Tier
REBATES PER BRAND	
Retail Network	
10/1/2023 to 9/30/2024	\$302.24
10/1/2024 to 9/30/2025	\$331.27
10/1/2025 to 9/30/2026	\$354.57
Extended Supply Network (ESN) - 90 Day Channel	
10/1/2023 to 9/30/2024	\$803.45
10/1/2024 to 9/30/2025	\$915.30
10/1/2025 to 9/30/2026	\$971.21
Exclusive Mail	
10/1/2023 to 9/30/2024	\$888.97
10/1/2024 to 9/30/2025	\$915.99
10/1/2025 to 9/30/2026	\$948.31
Specialty	
10/1/2023 to 9/30/2024	\$4,024.12
10/1/2024 to 9/30/2025	\$4,449.99
10/1/2025 to 9/30/2026	\$4,771.63

Notes:

UR-11162

- For rebate purposes, Specialty is defined by the Florida Blue specialty drug management list.
- Compound, long term care (LTC) pharmacy, home infusion (HI) pharmacy, veterans affairs (VA) pharmacy, Indian/tribal/urban (I/T/U) pharmacy, U.S. territory (TER) pharmacy, 340b, Medicare/Medicaid, out of network, member-submitted, foreign, coordination of benefits (COB), subrogation, paper, invalid, vaccine, over-the-counter (OTC), zero balance due (100% member paid), biosimilar, and limited distribution drug (LDD) claims are excluded from rebate guarantees.
- For rebate purposes, Brand drugs are defined as all drugs that have a Medi-Span multisource code field equal to "M", "N", or "O".

CUSTOM TRADITIONAL PRICING	
ADMINISTRATIVE FEE	
Contract Period	Per Employee Per Month
10/1/2023 to 9/30/2024	\$0.00
10/1/2024 to 9/30/2025	\$0.00
10/1/2025 to 9/30/2026	\$0.00

Notes:

UR-11162

- Administrative Fees will be charged at the above rate on a per employee per month basis.

Additional Caveats:

- For the purpose of reconciliation at contract year end, all guarantees are reconciled in aggregate, as long as the contract remains in effect.
- Guarantees are based on adoption and adherence of an above Florida Blue formulary, or recommended formulary strategy, including associated utilization management and clinical programs. Florida Blue reserves the right to equitably adjust guarantees for the following: changes in any law or regulation, changes in interpretation of a law or regulation, changes within PBM marketplace which lead to a significant deviation from the current economic environment, unexpected market events, unexpected generic launches, authorized generic launches, biosimilar products, products launched at risk, products under patent litigation, new lower cost NDCs priced net of rebates from the innovator, products with AWP decreases, low WAC product utilization being materially different from underwriting assumptions, implementation of new clinical programs, removal of existing clinical programs, changes in pharmacy benefit plan design, specialty drug management list, limited distribution list, or formulary changes.
- Members will pay the lower of the contracted rate, U&C, or their applicable copayment.
- Assumes client does not have 340B pricing.
- Guarantees provided does not include savings from DUR or other clinical programs.
- Specialty drugs dispensed through the medical benefit will not be included in reconciliation of guarantees.
- Guarantees assumes 31% ESN penetration, if that differs significantly, Florida Blue reserves the right to revise guarantees terms and financials.
- Guarantees assumes 1% Mail penetration, if that differs significantly, Florida Blue reserves the right to revise guarantees terms and financials.
- Florida Blue reserves the right to equitably adjust guarantees in the event that membership in high deductible (CDHP) plan increases such that CDHP membership represents greater than 10% of total membership over the course of the contract.
- Florida Blue reserves the right to equitably adjust the guarantees in the event the number of covered members or pharmacy claims volume materially changes over the course of the contract.
- Products with government mandated reimbursement, emergency use protocols, or related to Covid-19 (e.g testing, vaccines, and treatments) are excluded from guarantee reconciliation.
- Florida Blue reserves the right to remove financial guarantees if the implementation of a drug importation program materially impacts the drug utilization of the group.
- Mail guarantees only include claims from a mail vendor with 84 days of supply or greater. Claims from 1 to 83 days of supply from a mail vendor are included in the retail guarantees.

Certificate Of Completion

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Subject: Amendment to Administrative Services Agreement, Florida Blue (RSK/190407)

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Signer Events

William E. Sexton

wsexton@ocalafl.org

City Attorney

City of Ocala

Security Level: Email, Account Authentication
(None)**Signature**

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Chief of Staff

City of Ocala

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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/6/2023 7:55:46 AM
Certified Delivered	Security Checked	7/13/2023 8:42:41 AM
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2023 City of Ocala- PARTIALLY EXECUTED - Amendment to Administrative Services Agreement Florida Blue (RSK 190407)

Final Audit Report

2023-07-17

Created:	2023-07-17
By:	Lana Torboli (lana.torboli@bcbsfl.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA7YplfsYkD0pCgNIPRa6YiZOOs1SO1-5_

"2023 City of Ocala- PARTIALLY EXECUTED - Amendment to Administrative Services Agreement Florida Blue (RSK 190407)" History

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