

AMENDMENT TO ADMINISTRATIVE SERVICES AGREEMENT

THIS AMENDMENT, entered into on _____, 2022 is by and between Blue Cross and Blue Shield of Florida d/b/a Florida Blue (hereinafter called "Florida Blue") and Alachua County Board of County Commissioners (hereinafter called the "Employer"). In consideration of the mutual and reciprocal promises herein contained, the Administrative Services Agreement between Florida Blue and the Employer (hereinafter "Agreement") effective October 1, 2005 is amended as follows:

- 1. Exhibit E to the Agreement is hereby amended, effective October 1, 2022. The revised Exhibit E is attached to this Amendment and replaces the Exhibit E previously attached to the Agreement.
- 2. Except as otherwise specifically noted in this Amendment, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

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

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

ALACHUA COUNTY BOARD OF
COUNTY COMMISSIONERS

By: 

By: _____

Title: VP, Sales _____

Title: _____

Date: June 28, 2022 _____

Date: _____

Attest: _____
J.K. "Jess" Irby, Esq.
Clerk of the Court

Approved as to form

Alachua County Attorney

EXHIBIT “E”
to the
ADMINISTRATIVE SERVICES AGREEMENT
between
BLUE CROSS AND BLUE SHIELD OF FLORIDA, INC. D/B/A FLORIDA BLUE
and
Alachua County BOCC

PHARMACY RELATED FINANCIAL ARRANGEMENTS

I. Effective Date

The effective date of this exhibit is October 1, 2022. This Exhibit may be terminated by either party upon 90 days written notice to the other party.

II. Definitions

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

- A. “Annual Reconciliation Period” is the one year time period commencing as of the Effective Date and each one year Anniversary thereof during which any guarantees will be measured and reconciled .
- B. “Average Wholesale Price” or “AWP” means the average wholesale price of a prescription drug as set forth by Florida Blue’s designated Pharmacy Benefit Manager’s (“PBM”) pricing file at the time a Claim is processed. The price file will be a nationally recognized Pricing Source such as Medispan and will be updated no less frequently than weekly, or as required by law, through the PBM’s Pricing Source. The applicable AWP used for any Network Participant other than Mail Service will be based on the package size submitted. The applicable AWP for Mail Service will be based on the package size of 100, as applicable. Otherwise AWP will be based on the actual 11 digit National Drug Code (NDC) dispensed.
- C. “Brand Drugs” means those pharmaceuticals designated by the PBM’s Pricing Source as having a multi-source indicator of M, N or O.
- D. “Brand Drugs” means those pharmaceuticals designated by the PBM’s Pricing Source as having a multi-source indicator of M, N or O. May include single source generics with less than three manufactures.
- E. “Brand Effective” means the actual performance of all drugs not considered Generic Drugs.
- 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. "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.
- J. "Covered Prescription Drug Services" means the pharmacy services and/or drugs available to members and eligible for reimbursement pursuant to the Benefit Plan.
- K. "Dispensing Fee" means the amount payable by Group for a Network Participant or Mail Service to dispense a Covered Prescription Drug Service.
- L. "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.
- M. "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).
- N. "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.
- O. "Generic Drug" means those pharmaceuticals designated by the PBM or other Pricing Sources as having a multi-source indicator of Y.
- P. "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.
- Q. "Ingredient Cost" means the ingredient cost amount charged to Group for each Claim subject to the provision set forth in section IV.
- R. "Mail Service" means the service through which covered persons may receive prescription drugs through the mail from the PBM's mail order pharmacy.
- S. "Manufacturer" means a company that manufactures, and/or distributes pharmaceutical drug products.
- T. "Manufacturer Administration Fee" means all fixed fees received by the PBM from any given Manufacturer relating to administration of Rebates under a manufacturer agreement.
- U. "Maximum Allowable Cost" or "MAC" refers to a proprietary price list(s) (out of state, In-State and Mail Service claims) owned and maintained by the PBM, of

- readily available multi-source pharmaceutical drug products and supplies which are deemed to require pricing management due to the number of manufacturers and competitive nature of the marketplace pricing volatility.
- V. "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.
 - W. "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.
 - X. "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.
 - Y. "Pharmacy Benefit Manager" ("PBM") means Florida Blue's pharmacy program administrator, currently Prime Therapeutics L.L.C.
 - Z. "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.
 - AA. "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.
 - BB. "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.
 - CC. "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.
 - DD. "Specialty Pharmacy Drugs", as used in this Agreement, refers to the list of drugs which will be available upon request.
 - EE. "Specialty Pharmacy" means a participating preferred pharmacy designated to dispense Specialty Drugs by Florida Blue.
 - FF. "Usual and Customary" or "U&C" means the amounts that Network Participants normally charge cash paying patients.
 - GG. "Utilization Management" means a broad collection of standard clinical products and services that may be selected by Employer that are designed to encourage proper drug utilization in order to enhance member outcomes while managing drug benefit costs for Employer. Such services include, but are not limited to: Formulary exception, prior authorization, step therapy, quantity limits and retrospective DUR.

III. PHARMACY RELATED ADMINISTRATIVE FEES

A. Fee for PBM Services

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

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

B. Other Fees

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

IV. PHARMACY CLAIM PRICING.

A. Pharmacy Network Services

Florida Blue utilizes its PBM to provide network access to Network Participants and to provide Mail Service. The rates paid to such Network Participants, Specialty Pharmacy Drugs and Mail Service for Covered Prescription Drug Services may vary and are subject to the specific contractual arrangements. Other than for Specialty Pharmacy Drugs, provided at a Specialty Pharmacy or other non-participating specialty pharmacy, Florida Blue will establish (and amend from time to time) a uniform Ingredient Cost and/or Dispensing Fee for Covered Prescription Drug Services which is calculated to approximate any Aggregate Discount Guarantee set forth below. The Ingredient Cost and/or Dispensing Fee may vary between Brand Drugs and Generic Drugs. It may also vary between retail, 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 Network Participant, specialty pharmacy or Mail Service. If the Ingredient Cost and/or Dispensing Fee is less than the actual amount paid to the Network Participant, specialty pharmacy or Mail Service, the Group shall not be responsible for the excess amount. If, however, the actual amount paid is less, subject to the Annual Reconciliation for the Aggregate Discount Guarantee, Florida Blue may retain the difference.

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

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

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

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

Per Mail Service Brand Drug Claim – Ingredient Cost plus Dispensing Fee
 Per Mail Service Generic Drug Claim – Ingredient Cost plus Dispensing Fee
 Per Specialty Pharmacy Drug Claim – Pass through of actual cost

B. Aggregate Discount Guarantees:

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

Aggregate Discount Guarantee off AWP	Basis
Year 1 AWP – 21.50% Year 2 AWP – 21.60% Year 3 AWP – 21.70%	Per Retail Brand Effective Claim.
Year 1 AWP – 83.30% Year 2 AWP – 83.40% Year 3 AWP – 83.50%	Per Retail Generic Effective Claim
Year 1 AWP – 21.50% Year 2 AWP – 21.60% Year 3 AWP – 21.70%	Per Retail ESN Brand Effective Claim
Year 1 AWP – 83.30% Year 2 AWP – 83.40% Year 3 AWP – 83.50%	Per Retail ESN Generic Effective Claim
Year 1 AWP – 24.50% Year 2 AWP – 24.50% Year 3 AWP – 24.50%	Per Mail Brand Effective Claim
Year 1 AWP – 78.20% Year 2 AWP – 78.30% Year 3 AWP – 78.40%	Per Mail Generic Effective Claim
Year 1 AWP – 20.50% Year 2 AWP – 20.50% Year 3 AWP – 20.50%	Per Aggregate Specialty Drug Claim

If changes occur within the PBM marketplace which lead to a significant deviation from the current economic environment, both parties agree to proactively amend the contract to make all parties commercially reasonably economically neutral.

Aggregate Specialty Guarantees are based upon an exclusive Specialty arrangement.

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

Aggregate Specialty Discount guarantees will not include limited distribution drugs

C. Dispensing Fees:

Average Dispensing Fee Guarantee	Basis
Year 1 \$0.35 Year 2 \$0.35 Year 3 \$0.35	Per Retail Brand Claim Guarantee
Year 1 \$0.35 Year 2 \$0.35 Year 3 \$0.35	Per Retail Generic Claim Guarantee

D. Rebates:

Year 1 \$316.91 Year 2 \$359.14 Year 3 \$401.02	Rebate Per Plan Paid Brand Script – Retail and ESN 30/90 Day Channels
Year 1 \$451.67 Year 2 \$467.57 Year 3 \$483.95	Rebate Per Plan Paid Brand Script - Mail
Year 1 \$2,503.02 Year 2 \$2,688.25 Year 3 \$2,815.63	Rebate Per Plan Paid Brand Script - Specialty

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

E. Annual Reconciliation.

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

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

V. GENERAL PROVISIONS

The following terms and conditions apply to this Exhibit E:

- A. Florida Blue reserves the right to modify or amend the financial provisions of this Exhibit upon prior notice to Employer in the event of (a) any material changes in the ASO Agreement or the Group Health Plan that results in a material change in any of the services provided by Florida Blue under the terms of this Exhibit; (b) any government imposed change in federal, state or local laws or interpretation thereof or industry wide change that would make Florida Blue's performance of its duties hereunder materially more burdensome or expensive; (c) a material change in the scope of services to be performed under this Agreement upon which the financial provisions included in this Exhibit are based and (d) significant changes made to the AWP benchmark or the methodology by which AWP is calculated or reported;
- B. Formulary rebates may not be available or may be adjusted for as a result of a greater than fifty percent (50%) member cost share on an aggregate annual basis, participation in a high deductible health plan/consumer driven health plan and/or any other material change that impacts rebate performance not agreed to by Florida Blue and Pharmacy Benefit Manager.
- C. The Aggregate Discount Guarantee, Average Dispensing Fee Guarantee and Rebate Guarantees will only apply to any Annual Reconciliation Period during which this Exhibit E has been in effect for the full 12 months of such Annual Reconciliation Period. Group must be actively enrolled at time of annual reconciliation to be eligible for performance guarantee payments.
- D. Discount and rebate Guarantees hereunder may exclude over-the-counter products, vaccines, compounds, non-drug items, non-participating pharmacy claims, items where no AWP can be determined, AB rated drugs and multi source drug codes of 'M', 'N', 'O' with a brand name code field of 'G'.
- E. OPTION D TO: Discount and rebate Guarantees hereunder may exclude drugs included in Table A.
- F. . Group must be actively enrolled at time of annual reconciliation to be eligible for performance guarantee payments.

VII. INSPECTION AND AUDIT

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

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

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

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

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

Appendix A

Alachua County	
Effective Date:	10/1/2022
Members:	3,916
Employees:	2,155

CUSTOM PASSTHROUGH PRICING	
Contract Period	Standard PPO HMO
BRAND DISCOUNTS	
Retail and Extended Supply Network (ESN) - 30/90 Day Channels	
10/1/2022 to 9/30/2023	21.50%
10/1/2023 to 9/30/2024	21.60%
10/1/2024 to 9/30/2025	21.70%
Mail	
10/1/2022 to 9/30/2023	24.50%
10/1/2023 to 9/30/2024	24.50%
10/1/2024 to 9/30/2025	24.50%
GENERIC DISCOUNTS	
Retail and Extended Supply Network (ESN) - 30/90 Day Channels	
10/1/2022 to 9/30/2023	83.30%
10/1/2023 to 9/30/2024	83.40%
10/1/2024 to 9/30/2025	83.50%
Mail	
10/1/2022 to 9/30/2023	78.20%
10/1/2023 to 9/30/2024	78.30%
10/1/2024 to 9/30/2025	78.40%
BRAND DISPENSING FEES	
Retail Network	
10/1/2022 to 9/30/2023	\$0.35
10/1/2023 to 9/30/2024	\$0.35
10/1/2024 to 9/30/2025	\$0.35
Extended Supply Network (ESN) - 90 Day Channel	
10/1/2022 to 9/30/2023	\$0.00
10/1/2023 to 9/30/2024	\$0.00
10/1/2024 to 9/30/2025	\$0.00
Mail	
10/1/2022 to 9/30/2023	\$0.00
10/1/2023 to 9/30/2024	\$0.00
10/1/2024 to 9/30/2025	\$0.00
GENERIC DISPENSING FEES	
Retail Network	
10/1/2022 to 9/30/2023	\$0.35
10/1/2023 to 9/30/2024	\$0.35
10/1/2024 to 9/30/2025	\$0.35
Extended Supply Network (ESN) - 90 Day Channel	
10/1/2022 to 9/30/2023	\$0.00
10/1/2023 to 9/30/2024	\$0.00
10/1/2024 to 9/30/2025	\$0.00
Mail	
10/1/2022 to 9/30/2023	\$0.00
10/1/2023 to 9/30/2024	\$0.00
10/1/2024 to 9/30/2025	\$0.00
AGGREGATE SPECIALTY	
Discount	
10/1/2022 to 9/30/2023	20.50%
10/1/2023 to 9/30/2024	20.50%
10/1/2024 to 9/30/2025	20.50%
Specialty Pharmacy Dispensing Fee	
10/1/2022 to 9/30/2023	\$0.00
10/1/2023 to 9/30/2024	\$0.00
10/1/2024 to 9/30/2025	\$0.00

Notes:

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- 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 (HIF) pharmacy, veterans affairs (VA) pharmacy, Indian/tribal/urban (I/T/U) pharmacy, 340B, Medicare/Medicaid, out-of-network, member-submitted, foreign, coordination of benefits (COB), 100% member-paid plans (i.e. discount cards not including MedsYourWay drug discount card program), 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 limited specialty network arrangement.
- Aggregate Specialty discount guarantees do not include limited distribution drugs 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 available in sufficient supply that have a Medi-Span multisource code field equal to "Y".
- Guarantees are based upon MedsYourWay Amazon mail being the exclusive mail provider and reconciliation is inclusive of all claims dispensed at Amazon.

Alachua County	
Effective Date:	10/1/2022
Members:	3,916
Employees:	2,155

CUSTOM PASSTHROUGH PRICING	
Contract Period	3 Tier
REBATE PER BRAND	
Retail and Extended Supply Network (ESN) - 30/90 Day Channels	
10/1/2022 to 9/30/2023	\$316.91
10/1/2023 to 9/30/2024	\$359.14
10/1/2024 to 9/30/2025	\$401.02
Mail	
10/1/2022 to 9/30/2023	\$451.67
10/1/2023 to 9/30/2024	\$467.57
10/1/2024 to 9/30/2025	\$483.95
Specialty	
10/1/2022 to 9/30/2023	\$2,503.02
10/1/2023 to 9/30/2024	\$2,688.25
10/1/2024 to 9/30/2025	\$2,815.63

Notes:

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- For rebate purposes, Specialty is defined by the Florida Blue specialty drug management list.
- Compound, long term care (LTC) pharmacy, home infusion (HIF) pharmacy, veterans affairs (VA) pharmacy, Indian/tribal/urban (I/T/U) pharmacy, 340b, Medicare/Medicaid, out of network, member-submitted, foreign, coordination of benefits (COB), 100% member-paid plan (i.e. discount card), subrogation, paper, invalid, vaccine, over-the-counter (OTC), zero balance due (100% member paid), and biosimilar 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".

Alachua County	
Effective Date:	10/1/2022
Members:	3,916
Employees:	2,155

CUSTOM PASSTHROUGH PRICING	
ADMINISTRATIVE FEE	
Contract Period	Per Employee Per Month
10/1/2022 to 9/30/2023	\$0.00
10/1/2023 to 9/30/2024	\$0.00
10/1/2024 to 9/30/2025	\$0.00

Notes:

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- 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, 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 launches, products launched at risk, products under patent litigation, new lower cost NDCs priced net of rebates from the innovator, products with AWP decreases, implementation of new clinical programs, removal of existing clinical programs, changes in pharmacy benefit plan design, or drug list changes.
- Members will pay the lower of the contracted rate, U&C, or their applicable copayment. Zero balance logic is not employed.
- 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 35% 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 the guarantees in the event the number of covered members or pharmacy claims volume materially changes over the course of the contract.
- Covid-19 related testing, vaccines, and treatments are excluded from guarantee reconciliation.