

**AGENDA PLACEMENT FORM**

(Submission Deadline – Monday, 5:00 PM before Regular Court Meetings)

Date: March 11, 2025Meeting Date: March 24, 2025Submitted By: Randy GillespieDepartment: Personnel

Signature of Elected Official/Department Head:

Randy Gillespie**Court Decision:**

This section to be completed by County Judge's Office



3-24-2025

**Description:**

Consideration to approve PBM Fee Schedule Addendum to the Benefit Program  
Application w/BlueCross BlueShield and give authorization to Randy Gillespie,  
Personnel Director to sign.

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(May attach additional sheets if necessary)

**Person to Present:** Shawn Ouldon w/Holmes Murphy, Amy Westendorf w/BCBS

(Presenter must be present for the item unless the item is on the Consent Agenda)

**Supporting Documentation:** (check one) ☐ PUBLIC ☐ CONFIDENTIAL

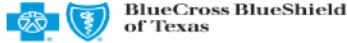
(PUBLIC documentation may be made available to the public prior to the Meeting)

**Estimated Length of Presentation:** 10 minutes**Session Requested:** (check one)☒ Action Item ☐ Consent ☐ Workshop ☐ Executive ☐ Other \_\_\_\_\_**Check All Departments That Have Been Notified:**☐ County Attorney ☐ IT ☐ Purchasing ☐ Auditor☐ Personnel ☐ Public Works ☐ Facilities Management

Other Department/Official (list) \_\_\_\_\_

**Please List All External Persons Who Need a Copy of Signed Documents**  
**In Your Submission Email**

Approved in CC on 9/11/2023



<b>County of Johnson</b>	
<b>Effective Date:</b>	10/1/2023
<b>Revised:</b>	10/1/2024
<b>Members:</b>	1,087
<b>Employees:</b>	756

<b>E - CUSTOM TRADITIONAL PRICING</b>	
<b>Contract Period</b>	<b>Traditional Select</b>
<b>BRAND DISCOUNTS</b>	
<b>Retail Network</b>	
10/1/2024 to 12/31/2025	19.45%
1/1/2026 to 12/31/2026	19.50%
<b>Extended Supply Network (ESN) - 90 Day Channel</b>	
10/1/2024 to 12/31/2025	22.55%
1/1/2026 to 12/31/2026	22.60%
<b>Mail</b>	
10/1/2024 to 12/31/2025	25.60%
1/1/2026 to 12/31/2026	25.60%
<b>GENERIC DISCOUNTS</b>	
<b>Retail Network</b>	
10/1/2024 to 12/31/2025	82.50%
1/1/2026 to 12/31/2026	82.55%
<b>Extended Supply Network (ESN) - 90 Day Channel</b>	
10/1/2024 to 12/31/2025	85.30%
1/1/2026 to 12/31/2026	85.35%
<b>Mail</b>	
10/1/2024 to 12/31/2025	86.35%
1/1/2026 to 12/31/2026	86.35%
<b>BRAND DISPENSING FEES</b>	
<b>Retail Network</b>	
10/1/2024 to 12/31/2025	\$0.65
1/1/2026 to 12/31/2026	\$0.65
<b>Extended Supply Network (ESN) - 90 Day Channel</b>	
10/1/2024 to 12/31/2025	\$0.00
1/1/2026 to 12/31/2026	\$0.00
<b>Mail</b>	
10/1/2024 to 12/31/2025	\$0.00
1/1/2026 to 12/31/2026	\$0.00
<b>GENERIC DISPENSING FEES</b>	
<b>Retail Network</b>	
10/1/2024 to 12/31/2025	\$0.65
1/1/2026 to 12/31/2026	\$0.65
<b>Extended Supply Network (ESN) - 90 Day Channel</b>	
10/1/2024 to 12/31/2025	\$0.00
1/1/2026 to 12/31/2026	\$0.00
<b>Mail</b>	
10/1/2024 to 12/31/2025	\$0.00
1/1/2026 to 12/31/2026	\$0.00
<b>AGGREGATE SPECIALTY</b>	
<b>Discount</b>	
10/1/2024 to 12/31/2025	20.05%
1/1/2026 to 12/31/2026	20.05%
<b>Specialty Pharmacy Dispensing Fee</b>	
10/1/2024 to 12/31/2025	\$0.00
1/1/2026 to 12/31/2026	\$0.00

## Notes:

CR-1131

- Discounts are based on the actual NDC-11 dispensed on the fill date.
- Guarantees are based upon the above selected BCBSTX Network rate sheet.
- Guarantees are based upon an implemented BCBSTX Extended Supply Network (90-day retail). If not implemented, Retail rates apply.
- For the purpose of reconciliation at contract year end, discount and dispensing fee guarantees are reconciled in aggregate, as long as the contract remains in effect.
- 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, U.S. territory (TER) 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 BCBSTX specialty drug pricing file) claims.
- For discount purposes, Specialty is defined by the BCBSTX specialty drug pricing file.
- 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 available that have a Medi-Span multisource code field equal to "Y".
- Employer will be billed for retail brand and retail generic prescriptions, mail brand and mail generic prescriptions, ESN brand and ESN generic, and Specialty pharmacy claims (excluding Compound Drugs, Foreign Claims, and out-of-network claims) based on the lesser of (a) U&C or (b) PBM's adjudication rate schedule that is intended to achieve, on an aggregate annual basis, the AWP discounts and Dispensing Fees shown above (the "Employer's Contract Rates").
- Employer acknowledges and agrees that Employer's Contract Rates may vary based on market influences and as necessary to achieve the AWP discounts and Dispensing Fees shown above, on an aggregate contract year basis.
- Employer will be billed for Compound Drug claims based on the applicable discounted rate in the Network Contract.
- Compound Claims, Foreign Claims, reversed claims, and out-of-network claims are excluded from the calculation of whether the AWP discounts and Dispensing Fees shown above have been achieved and also are excluded from the calculation of any shortfall credit for Employer.
- If the number of employees drops to under 500, the discount and rebate guarantees become illustrative and annual reconciliation will not occur.
- Revised effective date to transition the account to a 1/1 renewal.
- Y1 will be effective 10/1/2024-12/31/2025. The group will receive a 15-month reconciliation.



County of Johnson	
Effective Date:	10/1/2023
Revised:	10/1/2024
Members:	1,087
Employees:	756

E - CUSTOM TRADITIONAL PRICING	
Contract Period	Balanced
REBATES PER BRAND	
Retail Network	
10/1/2024 to 12/31/2025	\$200.00
1/1/2026 to 12/31/2026	\$210.00
Extended Supply Network (ESN) - 90 Day Channel	
10/1/2024 to 12/31/2025	\$634.00
1/1/2026 to 12/31/2026	\$666.00
Mail	
10/1/2024 to 12/31/2025	\$726.00
1/1/2026 to 12/31/2026	\$762.00
Specialty	
10/1/2024 to 12/31/2025	\$2,664.00
1/1/2026 to 12/31/2026	\$2,797.00
REBATES PER EMPLOYEE PER MONTH	
10/1/2024 to 12/31/2024	\$66.30
1/1/2025 to 12/31/2025	\$72.93
1/1/2026 to 12/31/2026	\$72.93

## Notes:

CR-1131

- For rebate purposes, Specialty is defined by the BCBSTX specialty drug pricing file.
- For the purpose of reconciliation at contract year end, all rebate guarantees are reconciled in aggregate as long as the contract remains in effect.
- Compound, long term care (LTC) pharmacy, home infusion (HIF) 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), 100% member-paid plan (i.e. discount card), subrogation, paper, invalid, vaccine, non diabetic over-the-counter, limited distribution drugs (LDDs), 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".
- Rebates will be trued up annually to the greater of the PEPM rebate credits or per brand Rx rebate guarantees.
- If the number of employees drops to under 500, the discount and rebate guarantees become illustrative and annual reconciliation will not occur.
- Y1 will be effective 10/1/2024-12/31/2025. The group will receive a 15-month reconciliation.



County of Johnson	
Effective Date:	10/1/2023
Revised:	10/1/2024
Members:	1,087
Employees:	756


E - CUSTOM TRADITIONAL PRICING	
ADMINISTRATIVE FEE	
Contract Period	Per Employee Per Month
10/1/2024 to 12/31/2025	\$0.00
1/1/2026 to 12/31/2026	\$0.00

## Notes:

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

## Additional Caveats:

- Guarantees are based on adoption and adherence of an above BCBSTX drug list, including associated utilization management and clinical programs. BCBSTX 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 do 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 assume current channel utilization. BCBSTX reserves the right to re-rate to equitably adjust the guarantees in the event of significant changes in utilization.
- BCBSTX reserves the right to equitably adjust the guarantees in the event that membership in high deductible (CDHP) plan increases significantly over the current CDHP membership during the course of the contract.
- BCBSTX 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.
- Members' cost share is the applicable copayment, deductible, and/or coinsurance, which coinsurance is calculated based on Employer's Contracted Rates or the applicable out-of-network pricing. Zero balance logic is not employed.
- Employer Payments to Claim Administrator for Covered Services provided by Network Participants are calculated based on the pricing terms set forth in this Addendum which shall remain in effect for the term of this Addendum to the extent described in the Administrative Services Agreement. Such pricing may or may not equal the amounts actually paid to the Network Participants or received from drug manufacturers (e.g., rebates), or the amounts paid or received between Claim Administrator and the PBM. As a result, the PBM or Claim Administrator may realize positive margin on prescriptions filled at retail, mail order, ESN or specialty pharmacies or prescription drug rebates. Employer acknowledges that it has negotiated for the specific traditional pricing terms set forth in this Addendum, and that it and its group health plan have no right to, or legal interest in, any portion of any positive margin retained by Claim Administrator or PBM and consents to Claim Administrator's and PBM's retention of all such amounts.
- Employer will be billed for Foreign Claims in an amount based on the amount billed by the pharmacy.
- Employer will be billed for out-of-network claims based on the pricing set forth in the Administrative Services Agreement and/or PBM Exhibit, as applicable.
- Guarantees will be calculated as described in this Addendum and the PBM Exhibit to the Administrative Services Agreement.
- Unless otherwise specified in this Addendum, capitalized terms used in this Addendum shall have the meanings set forth in the Administrative Services Agreement or the PBM Exhibit, as applicable.
- Rx offer is contingent on BCBSTX being the medical benefits administrator.
- The Claim Administrator will not be obligated to provide Rx reconciliation and will not be obligated to refund Employer until The PBM Addendum has been executed and is on file with the Claim Administrator by the close of the applicable Reconciliation Period.
- If the number of employees drops to under 500, the discount and rebate guarantees become illustrative and annual reconciliation will not occur.
- Starting the third quarter of the second contract year, and each contract year thereafter, employer may conduct a market check. If employer reasonably believes its current guarantees are not competitive in the market, employer will advise claim administrator of its intent to conduct a market check. Employer will retain a nationally recognized pharmacy benefits consultant to conduct the market check under confidentiality agreement. The consultant will provide an analysis of the guarantee terms that employer could obtain in the market immediately following contract year.
- The market check report will include the guarantee terms by dispensing channel and service, that a plan similar to employer in the following respects could reasonably obtain within 60 days of the request: size (employers of a similar member count and managed drug spend), similar mail penetration, generic dispensing rates, specialty program, drug mix, and formulary content and design, and size, composition, and geography of retail network. If the market check report has sufficient documentation to support that employer would realize at least three percent (3%) annual savings in the Net Plan Cost, claim administrator will have 30 days to respond to the market check report.
- "Net Plan Cost" means the sum of all amounts paid or other services provided under this agreement, less rebate amounts, financial guarantees amount, 50 implementation allowances and any other amounts paid or payable to employer that reasonably service to reduce costs. If claim administrator agrees to the market check report savings projections, claim administrator may provide revised guarantees that meet or exceed savings identified in the market check report and the parties will enter into an appropriate amendment reflecting the agreed revised terms, to be effective the first month of the following contract year. The parties may enter into an appropriate amendment reflecting such revised terms.
- Net of Commissions
- Pricing includes a one-time implementation credit of \$25,000 for 10.01.2023 effective date.
- In the event Employer terminates this agreement prior to the expiration of the initial term, Employer will return any amount credited upon the effective date of such termination.
- Y1 will be effective 10/1/2024-12/31/2025. The group will receive a 15-month reconciliation.

  
Signature of Authorized Purchaser

**Randy Gillespie**  
Print Name

**Personnel Director**  
Title

**March 24, 2025**  
Date

## **AGENDA PLACEMENT FORM**

(Submission Deadline – Monday, 5:00 PM before Regular Court Meetings)

**Date:** September 30, 2024

**Meeting Date:** October 15, 2024

**Submitted By:** Randy Gillespie

**Department:** Personnel

**Signature of Elected Official/Department Head:**  
Randy Gillespie

<b>Court Decision:</b> <small>This section to be completed by County Judge's Office</small>


**Description:**

Discuss and Take Any Appropriate Action Necessary for 2025 Benefit Plan Year.

a. Application BCBS TX Large Group 10-1-2024

b. Benefit Program Application to Admin Services Only Group Acct 10-1-2024

c. Application and Policy Schedule Stop Loss 10-1-2024

d. Pharmacy Benefit Manager Fee Schedule Addendum 10-1-2024

e. Benefit Program Application Large Group 1-1-2025

f. Benefit Program Application Administrative Services 1-1-2025

g. Application and Policy Stop Loss 1-1-2025

(May attach additional sheets if necessary)

**Person to Present:** Julie Rickman, AVP, Client Service, Team Lead

(Presenter must be present for the item unless the item is on the Consent Agenda)

**Supporting Documentation:** (check one)      ☐ PUBLIC      ☐ CONFIDENTIAL

(PUBLIC documentation may be made available to the public prior to the Meeting)

**Estimated Length of Presentation:** 15 minutes

**Session Requested:** (check one)

☒ Action Item    ☐ Consent    ☐ Workshop    ☐ Executive    ☐ Other \_\_\_\_\_

**Check All Departments That Have Been Notified:**

☐ County Attorney      ☐ IT      ☐ Purchasing      ☐ Auditor

☐ Personnel      ☐ Public Works      ☐ Facilities Management

Other Department/Official (list) \_\_\_\_\_

**Please List All External Persons Who Need a Copy of Signed Documents  
In Your Submission Email**

Approved in CC on 9/11/2023

## PBM Fee Schedule Addendum to the Benefit Program Application

<b>County of Johnson</b>	
<b>Term:</b> 10/01/2024-01/01/2025	<b>Employees:</b> 807
<b>Guaranteed Traditional Aggregate Pricing Arrangement C<sup>1</sup></b>	
<b>Traditional Select Network and Balanced Drug List</b>	
<b>RETAIL</b>	
<b>Brand</b>	<b>Generic</b>
<b>AWP minus</b>	<b>AWP minus</b>
19.40%	83.40%
<b>DISPENSING FEE</b>	
<b>Brand</b>	<b>Generic</b>
\$0.75	\$0.75
<b>MAIL</b>	
<b>Brand</b>	<b>Generic</b>
<b>AWP minus</b>	<b>AWP minus</b>
23.65%	85.85%
<b>DISPENSING FEE:</b>	\$0.00
<b>EXTENDED SUPPLY NETWORK ("ESN") (If Applicable)</b>	
<b>Brand</b>	<b>Generic</b>
<b>AWP minus</b>	<b>AWP minus</b>
22.65%	85.85%
<b>DISPENSING FEE:</b>	\$0.00
<b>Aggregate Specialty Discount</b>	
Pricing based on Employer's use of the Prime Specialty network	AWP minus: 21.15%
<b>DISPENSING FEE:</b>	\$0.00
<b>Rebate Credits to Employer:</b>	
<b>PEPM Rebate Credits to Employer:</b>	\$66.30
<b>Employer Administration Fees:</b>	
<b>PBM Administration Fees PEPM:</b>	\$0.00

### Additional Provisions:

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

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

- Brand drugs are defined as all drugs that have a Medi-Span multisource code field equal to "M", "N", or "O"
- Generic drugs are defined as all drugs available in sufficient supply that have a Medi-Span multisource code field equal to "Y"

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

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

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

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

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

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

- First, the total aggregate shortfall dollar amount for the calendar year for Groups with the Pricing Arrangement that use the above Network will be calculated by comparing the actual performance of each of the above categories (Retail, Mail, ESN, and Specialty) with the corresponding AWP discounts and Dispensing Fees shown above for each category. The amount of any performance in any category that exceeds the above AWP discounts and Dispensing Fees will be used to offset any and all shortfall(s) in any or all categories. The above aggregate shortfall, if any, is then divided by total claims for Groups with the Pricing Arrangement that use the above Network, and did not terminate their Addendum prior to their anniversary date, for the calendar year ("Per Claim Amount"). Then the Per Claim Amount will be multiplied by Employer's total claims for that calendar year to calculate the reconciliation credit. However, if Employer terminates this Addendum prior to its anniversary date and the above Guaranteed Traditional Aggregate Pricing Arrangement is not achieved, then Employer will not be eligible to receive such credit.
- For purposes of determining if a shortfall exists, claims billed to Employer based on the U&C price will be considered to have \$0.00 Dispensing Fees.
- Compound Drug claims, Foreign Claims, reversed claims, long term care (LTC) home infusion pharmacy, veterans affairs pharmacy, Indian/tribal/urban pharmacy, 340B, Medicare/Medicaid, member submitted, coordination of benefits (COB), subrogation, paper, invalid, usual and customary (U&C) claims and out-of-network claims are excluded from the calculation of whether the AWP discounts and Dispensing Fees shown.
- Non-specialty discount and dispensing fees also exclude specialty (as defined by the BCBS specialty drug pricing file).
- If the AWP discounts and Dispensing Fees shown above are exceeded for Groups with the Pricing Arrangement that use the above Network, then Employer will not receive any credit, and there will not be a year-end settlement.

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

- MedsYourWay program claims will be included in calculation of the discount and Dispensing Fee pricing guarantees. MedsYourWay is the embedded drug discount card comparison program utilized where available and applicable to Employer, Network Pharmacy, and the Covered Drug.

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

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

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

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


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

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

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

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

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

  
\_\_\_\_\_  
Signature of Authorized Purchaser

Randy Gillespie

\_\_\_\_\_  
Print Name

Personnel Director

\_\_\_\_\_  
Title

10/15/2024

\_\_\_\_\_  
Date

A

## Benefit Program Application ("ASO BPA")

### Application to Administrative Services Only (ASO) Group Accounts

administered by Blue Cross and Blue Shield of Texas, a Division of Health Care Service Corporation,  
a Mutual Legal Reserve Company, an Independent Licensee of the Blue Cross and Blue Shield Association, hereinafter referred to as the "Claim  
Administrator" or "BCBSTX"

Group Status: New ASO Account

Employer Account Number (6-digits): 369192

Group Number(s): 369192, 369193, 369194

Section Number(s): All

Legal Employer Name: County of Johnson

(Specify the Employer or the employee trust applying for coverage. Names of subsidiary or affiliated companies to be covered must also be named below. AN EMPLOYEE BENEFIT PLAN MAY NOT BE NAMED)

ERISA Regulated Group Health Plan\*: ☐ Yes ☒ No

Is your ERISA Plan Year\* a period of 12 months beginning on the Effective Date of Coverage specified below? ☐ Yes

If not, please specify your ERISA Plan Year\*: Beginning Date   /  /   End Date   /  /   (month/day/year)

ERISA Plan Administrator\*:           

Plan Administrator's Address:           

If you maintain that ERISA is not applicable to your group health plan, give legal reason for exemption:

Non-Governmental Plan, Public Entity   , if applicable, specify other: County

Is your Non-ERISA Plan Year\* a period of 12 months beginning on the Anniversary Date specified below? ☒ Yes

If not, please specify your Non-ERISA Plan Year\*: Beginning Date   /  /   End Date   /  /   (month/day/year)

For more information regarding ERISA, contact your Legal Advisor.

\*All as defined by ERISA and/or other applicable law/regulations

Effective Date of Coverage: (Month/day/Year)   10   /   01   /   23  

Anniversary Date: (Month/Day/Year)   10   /   01   /   24  

Retiree-Only Plan(s) Identification:

For more information regarding Retiree-only plans, contact your Legal Advisor.

Do you have one or more Retiree-only plan(s)? ☐ Yes ☒ No

If yes, please provide Benefit Agreement number, or group and section numbers of the Retiree-only plan(s):  
          

#### Account Information

☐ NO CHANGES

☐ SEE ADDITIONAL PROVISIONS

Standard Industry Code (SIC): 9111

Employer Identification Number (EIN): 75-6001030

Address: 2 N. Main St., Room 215

City: Cleburne

State: Texas

ZIP: 76033

Administrative Contact: Darla Medford

Title: HR Generalist / Benefits Coordination

Email Address: dmedford@johnsoncountytexas.org

Phone Number: 817-556-6349

Fax Number: 817-556-6899

☐ Mailing address is different from primary address

Mailing Address: Same as Primary

City:           

State:           

ZIP:           

Mailing Contact: Randy Gillespie

Title: Personnel Director

Email Address: randyg@johnsoncountytexas.org

Phone Number: 817-556-6194

Fax Number: 817-556-6899

☐ Billing address is different from primary address

Billing Address: Same as Primary

City:           

State:           

ZIP:           

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## FEE SCHEDULE

Employer shall pay amounts Claim Administrator bills Employer for benefit claims Claim Administrator processes on Employer's behalf as well as administrative fees as set forth in this Fee Schedule.

Payment Specifications	<input type="checkbox"/> NO CHANGES	<input type="checkbox"/> SEE ADDITIONAL PROVISIONS		
Employer Payment Method: <input type="checkbox"/> Online Bill Pay <input checked="" type="checkbox"/> Electronic <input type="checkbox"/> Auto Debit <input type="checkbox"/> Check				
Employer Payment Period: <input type="checkbox"/> Weekly (cannot be selected if Check is selected as payment method above)				
<input type="checkbox"/> Semi Monthly (cannot be selected if Check is selected as payment method above)				
<input checked="" type="checkbox"/> Monthly				
Claim Settlement Period: <input checked="" type="checkbox"/> Monthly				
Run-Off Period: Employer Payments are to be made for <u>12</u> months following the end of the Fee Schedule Period. Standard is twelve (12) months.				
Fee Schedule Period: To begin on Effective Date of Coverage and continue for 12 months. If other than 12 months, please specify: _____ months.				
Administrative Per Employee per Month (PEPM) Charges	<input type="checkbox"/> NO CHANGES	<input type="checkbox"/> SEE ADDITIONAL PROVISIONS		
	10/1/2023	10/1/2024	10/1/2025	10/1/2026 / 10/1/2027
Administrative Fee	\$36.43	\$37.43	\$38.42	\$40.26 / 42.16
Dental	\$ _____	\$ _____	\$ _____	\$ _____
Limited Fiduciary Services	\$1.00	\$1.00	\$1.00	\$1.00 / 1.00
Advanced Payment Review	25%	25%	25%	25 / 25%
	\$ _____	\$ _____	\$ _____	\$ _____
*Medical Drug Rebate Credit	\$(2.50)	\$(2.50)	\$(2.50)	\$(2.50 / 2.50)
*Rebate Credit for the Prescription Drug Program	\$(60.27)	\$(66.30)	\$(72.93)	\$(72.93 / 72.93)
Outpatient Imaging Management Services	\$ _____	\$ _____	\$ _____	\$ _____
Management of the Virtual Visits Program	\$0.52	\$0.52	\$0.52	\$0.52 / 0.52
Wellbeing Management	\$4.95	\$4.95	\$4.95	\$4.95 / 4.95
Health Advocacy Solutions	\$ _____	\$ _____	\$ _____	\$ _____
Commissions: _____	\$ _____	\$ _____	\$ _____	\$ _____
Commissions: _____	\$ _____	\$ _____	\$ _____	\$ _____
Commissions: _____	\$ _____	\$ _____	\$ _____	\$ _____
Other: Other Services	\$2.50	\$2.50	\$2.50	\$2.50 / 2.50
List Service: <u>BVA</u>				
Other: Select Service Category	\$ _____	\$ _____	\$ _____	\$ _____
List Service: _____				
Other: Select Service Category	\$ _____	\$ _____	\$ _____	\$ _____
List Service: _____				
Miscellaneous: _____	\$ _____	\$ _____	\$ _____	\$ _____
Miscellaneous: _____	\$ _____	\$ _____	\$ _____	\$ _____
<b>Total</b>	<b>\$(17.37)</b>	<b>\$(22.40)</b>	<b>\$(28.04)</b>	<b>\$(26.20 /</b>

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## Benefit Program Application ("ASO BPA")

## Application to Administrative Services Only (ASO) Group Accounts

administered by Blue Cross and Blue Shield of Texas, a Division of Health Care Service Corporation,  
a Mutual Legal Reserve Company, an Independent Licensee of the Blue Cross and Blue Shield Association, hereinafter referred to as the "Claim  
Administrator" or "BCBSTX"

Group Status: New ASO AccountEmployer Account Number (6-digits): 369192Group Number(s): 369192, 369193, 369194Section Number(s): AllLegal Employer Name: County of Johnson

(Specify the Employer or the employee trust applying for coverage. Names of subsidiary or affiliated companies to be covered must  
also be named below. AN EMPLOYEE BENEFIT PLAN MAY NOT BE NAMED)

ERISA Regulated Group Health Plan\*: ☐ Yes ☒ NoIs your ERISA Plan Year\* a period of 12 months beginning on the Effective Date of Coverage specified below? ☐ YesIf not, please specify your ERISA Plan Year\*: Beginning Date   /  /   End Date   /  /   (month/day/year)ERISA Plan Administrator\*:           Plan Administrator's Address:           

If you maintain that ERISA is not applicable to your group health plan, give legal reason for exemption:

Non-Governmental Plan, Public Entity ☐ , if applicable, specify other: CountyIs your Non-ERISA Plan Year\* a period of 12 months beginning on the Anniversary Date specified below? ☒ YesIf not, please specify your Non-ERISA Plan Year\*: Beginning Date   /  /   End Date   /  /   (month/day/year)

For more information regarding ERISA, contact your Legal Advisor.

\*All as defined by ERISA and/or other applicable law/regulations

Effective Date of Coverage: (Month/day/Year)   10   /   01   /   23  Anniversary Date: (Month/Day/Year)   10   /   01   /   24  

Retiree-Only Plan(s) Identification:

For more information regarding Retiree-only plans, contact your Legal Advisor.

Do you have one or more Retiree-only plan(s)? ☐ Yes ☒ NoIf yes, please provide Benefit Agreement number, or group and section numbers of the Retiree-only plan(s):  
          **Account Information**☐ NO CHANGES☐ SEE ADDITIONAL PROVISIONSStandard Industry Code (SIC): 9111Employer Identification Number (EIN): 75-6001030Address: 2 N. Main St., Room 215City: CleburneState: TexasZIP: 76033Administrative Contact: Darla MedfordTitle: HR Generalist / Benefits CoordinationEmail Address: dmedford@johnsoncountytexas.orgPhone Number: 817-556-6349Fax Number: 817-556-6899☐ Mailing address is different from primary addressMailing Address: Same as PrimaryCity:           State:           ZIP:           Mailing Contact: Randy GillespieTitle: Personnel DirectorEmail Address: randyg@johnsoncountytexas.orgPhone Number: 817-556-6194Fax Number: 817-556-6899☐ Billing address is different from primary addressBilling Address: Same as PrimaryCity:           State:           ZIP:           

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Billing Contact: Laura Baxter

Title: Personnel Assistant

Email Address: Laurab@johnsoncountytexas.org

Phone Number: 817-556-6162

Fax Number: 817-556-6899

Wholly Owned Subsidiaries to be covered: \_\_\_\_\_

Affiliated Companies to be covered: Central Appraisal District  
1677972

Employer Identification Number (EIN): 75-

(Affiliated Companies must be required or permitted to be aggregated per IRS Guidelines. Employer hereby confirms that Employer, Subsidiaries and Affiliates are treated as a single employer under Internal Revenue Code Section 414(b), or (c), or (m) or (o), or under applicable law.)

Subsidiary / Affiliate Address: 109 N Main St

City: Cleburne

State: Texas

ZIP: 76033

Subsidiary / Affiliate Contact: Darla Medford

Title: HR Generalist / Benefits Coordinator

Email Address: dmedford@johnsoncountytexas.org

Phone Number: 817-556-6349

Fax Number: 817-556-6899

Blue Access for Employers<sup>SM</sup> ("BAE<sup>SM</sup>") Contact: Darla Medford

Title: HR Generalist / Benefits Coordinator

(The BAE Contact is the Employee authorized by the Employer to access and maintain the Employer's account in BAE.)

Email Address: dmedford@johnsoncountytexas.org

Phone Number: 817-556-6349

Fax Number: 817-556-6899

☒ The Employer or other company listed in this BPA is a public Entity or governmental agency/contractor

### Producer of Record Information

☐ NO CHANGES

☐ SEE ADDITIONAL PROVISIONS

Effective: 10/01/2023

If applicable, the below-named producer(s) or agency(ies) is/are recognized as the Employer's Producer of Record (POR) to act as a representative in negotiations with and to receive commissions from BCBSTX, or Claim Administrator's corporate subsidiaries, as applicable, for procuring Claim Administrator's claims administration services for Employer's employee benefit program(s). This statement rescinds any and all previous POR appointments for the Employer. The POR is authorized to perform membership transactions on behalf of the Employer. This appointment will remain in effect until withdrawn or superseded in writing by Employer.

Producer or Agency to whom commissions are to be paid\*: Holmes Murphy & Associates LLC

Texas Producer #: 000013905

NPN: 0000765524

Address: 12712 Park Central Drive, Suite 100

City: Dallas

State: Texas

ZIP: 75251

Phone: 800-862-5949

Fax: None

Email: jrickman@holmesmurphy.com

Is Producer/Agency appointed with BCBSTX in Texas? ☒ Yes ☐ No General Agent? ☐ Yes ☒ No

Affiliated with General Agent? ☐ Yes ☒ No

Is there a secondary Producer or Agency to whom commissions are to be paid? ☐ Yes ☒ No

If Yes\*\*, Producer or Agency to whom commissions are to be paid\*: \_\_\_\_\_

Texas Producer #: \_\_\_\_\_

NPN: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

ZIP: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Is Producer/Agency appointed with BCBSTX in Texas? ☐ Yes ☐ No General Agent? ☐ Yes ☐ No

Commissions:

☒ PCPM \$0 Does a Monthly Cap Apply ☐ Yes ☒ No \$\_\_\_\_\_ (If cap is annual, divide by twelve)

☐ Flat \$\_\_\_\_\_ Does a Monthly Cap Apply ☐ Yes ☐ No \$\_\_\_\_\_ (If cap is annual, divide by twelve)

☐ Percentage of Stop Loss: \_\_\_\_\_%

ADDITIONAL COMMISSIONS: \_\_\_\_\_

Affiliated with General Agent? ☐ Yes ☐ No

If commission split\*\*, designate percentage for each producer/agency (total commissions paid must equal 100%): \_\_\_\_\_

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Producer /Agency 1: \_\_\_\_\_%

Producer /Agency 2: \_\_\_\_\_%

**Multiple Location Agency(ies):** If servicing agency is not listed above as primary or secondary Producer or Agency above, specify location below:

\* The Producer or agency name(s) above to whom commissions are to be paid must exactly match the name(s) on the appointment application(s).

\*\* If commissions are split, please provide the information requested above on both producers/agencies. Both must be appointed to do business with BCBSTX in Texas.

### Schedule of Eligibility

☐ NO CHANGES

☐ SEE ADDITIONAL PROVISIONS

Employer has made the following eligibility decisions:

1. Eligible Person means:

- ☒ A full-time employee of the Employer.  
☐ A full-time employee of the Employer who is a member of: \_\_\_\_\_ (name of union)  
☐ A part-time employee of the Employer.  
☒ A retiree of the Employer. Define criteria: See attached: Health Insurance Continuation for Retirement Eligible Employee Who Meet Certain Tenure Requirements & Retirement-Vested Employee Health Insurance Continuation Program  
☐ Other: \_\_\_\_\_

Are any classes of employees to be excluded from coverage? ☒ Yes ☐ No

If yes, please identify the classes and describe the exclusion: Part-time

2. Employee definition:

**Full-Time Employee means:**

- ☒ A person who is regularly scheduled to work a minimum of 30 hours per week and who is on the permanent payroll of the Employer.  
☐ Other: \_\_\_\_\_

**Part-Time Employee means:**

- ☐ A person who is regularly scheduled to work a minimum of \_\_\_\_\_ hours per week and who is on the permanent payroll of the Employer.  
☐ Other: \_\_\_\_\_

3. The Effective Date of termination for a person who ceases to meet the definition of Eligible Person:

- ☐ The date such person ceases to meet the definition of Eligible Person.  
☒ The last day of the calendar month in which such person ceases to meet the definition of an Eligible Person.  
☐ Other: \_\_\_\_\_

4. Select an effective date rule for a person who becomes an Eligible Person after the Effective Date of the Employer's health care plan (the effective date must not be later than the 91st calendar day after the date that a newly eligible person becomes eligible for coverage, unless otherwise permitted by applicable law).

- ☐ The date of employment.  
☐ The \_\_\_\_\_ day of employment.  
☐ The \_\_\_\_\_ day of the month following \_\_\_\_\_ month(s) of employment.  
☐ The \_\_\_\_\_ day of the month following \_\_\_\_\_ days of employment.  
☐ The \_\_\_\_\_ day of the month following the date of employment.  
☒ Other: The 1st day of the month following or coinciding with 60 days of employment.

Is the waiting period requirement to be waived on initial group enrollment? ☒ Yes ☐ No

Are there multiple new hire waiting periods? ☐ Yes ☒ No

If yes, please attach eligibility and contribution details for each section.

5. Domestic partners covered: ☐ Yes ☒ No

If yes, a domestic partner is eligible to enroll for coverage.

If yes, are domestic partners eligible for continuation of coverage?

☐ Yes ☐ No

If yes, are dependents of domestic partners eligible to enroll for coverage?

☐ Yes ☐ No

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If yes, are dependents of domestic partners eligible for continuation of coverage? ☐ Yes ☐ No  
The Employer is responsible for providing notice of possible tax implications to those Covered Employees with coverage for domestic partners.

6. Are unmarried grandchildren eligible for coverage? ☒ Yes ☐ No (answer the question below)  
Must the grandchild be dependent on the employee for federal income tax purposes at the time application is made? ☒ Yes ☐ No

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

8. Termination of coverage upon reaching the Limiting Age:

- ☐ The last day of coverage is the day prior to the birthday.  
☒ The last day of coverage is the last day of the month in which the limiting age is reached.  
☐ The last day of coverage is the last day of the billing month.  
☐ The last day of coverage is the last day of the year (12/31) in which the limiting age is reached.  
☐ The last day of coverage is the day prior to the Employer's Anniversary Date.

Automatically cancel dependents when they reach the day their coverage terminates? ☒ Yes ☐ No

Will coverage for a child who is medically certified as disabled and dependent on the employee terminate upon reaching the Limiting Age even if the child continues to be both disabled and dependent on the employee?

☐ Yes ☒ No

However, such coverage shall be extended in accordance with any applicable federal or state law and the Disabled Dependent provisions of this BPA. The Employer will notify BCBSTX of such requirements.

9. Disabled dependent: A disabled dependent means a dependent child who is medically certified as disabled and dependent upon the Employer or his/her spouse.

To administer medical certification of disabled dependents, you may select option (a) Standard Rules or (b) Custom Rules. BCBSTX will administer its standard process for administration of disabled dependent coverage if (a) below is selected by Employer, or at the Employer's direction memorialized below, BCBSTX will follow a customized process if Employer selects (b). If (b) is selected there are additional selections regarding age, proof of prior coverage, certification review, forms, and previous medical certification approvals.

- (a) ☒ Disabled dependent administration will follow Standard Rules.

A disabled dependent is eligible to *continue* coverage beyond the limiting age, provided the disability began before the child attained the age of 26. A disabled dependent is eligible to *add* coverage beyond the limiting age, provided the disability began before the child attained the age of 26, and proof of coverage as a disabled dependent is provided. Administration of certification review is administered by BCBSTX; a disabled dependent certification form must be submitted to BCBSTX.

- (b) ☐ Disabled dependent Administration will follow Custom Rules. Please make the following sections:

Age: Please select one option regarding age of when the disability began.

- ☐ The disability must have begun before the child attained the age of 26.  
☐ All disabled dependents are covered regardless of when the disability began.

Proof of prior coverage: Please select required or not required below:

When adding coverage, proof of prior coverage as a disabled dependent is ☐ required ☐ not required.

Certification review: Please select one option regarding the administration of certification review.

- ☐ Certification review is administered by BCBSTX; a disabled dependent certification form must be submitted to BCBSTX.  
☐ Certification review is administered by the Employer; there are no disabled dependent certification form requirements.

If certification review is administered by BCBSTX, please select one option regarding forms:

- ☐ Utilize BCBSTX's disabled dependent certification forms.  
☐ Utilize custom/other disabled dependent certification forms.

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If Certification Review is administered by BCBSTX, please select allowed or not allowed below.

A disabled dependent approved certification from a prior insurance carrier is ☐ allowed ☐ not allowed.

A disabled dependent approved certification from a prior BCBS policy is ☐ allowed ☐ not allowed.

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

☐ Yes (specify number of days below) ☒ No

Temporary Layoff: \_\_\_\_\_ days Disability: \_\_\_\_\_ days Leave of Absence: \_\_\_\_\_ days

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

11. Enrollment:

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

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

**Open Enrollment:** An Eligible Person may apply for coverage, family coverage or add dependents if he/she did not apply prior to his/her Eligibility Date or did not apply when otherwise eligible to do so, during the Employer's annual Open Enrollment Period. Such person's Coverage Date, family Coverage Date, and/or dependent's Coverage Date will be a date mutually agreed to by the Claim Administrator and the Employer. Such date shall be subsequent to the Open Enrollment Period. Specify Open Enrollment Period: 8-21-2023 to 8-30-2023

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

Select one of the provisions below:

☒ Open Enrollment – Late applicants may only apply during Open Enrollment.

☐ Late Entrant – Late applicants may apply at any time – coverage effective date is determined by the receipt date and allowed rules governing off-cycle enrollments.

12. \* Does COBRA Auto Cancel apply? ☒ Yes ☐ No

Member's COBRA/Continuation of coverage will be automatically cancelled at the end of the member's eligibility period.

\*Not recommended for accounts with automated eligibility

**CURRENT ELIGIBILITY INFORMATION**

☐ NO CHANGES ☐ Current number of Employees enrolled \_\_\_\_\_ ☐ SEE ADDITIONAL PROVISIONS

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Current Employee Eligibility Information only applies to new accounts. If your account is renewing, please just indicate the current number of enrolled employees (above).

**Total number of Employees/Subscribers:**

1. on payroll 760
2. total number of employees presently eligible for coverage \_\_\_\_\_
3. on COBRA continuation coverage \_\_\_\_\_
4. with retiree coverage (if applicable) \_\_\_\_\_
5. who work part-time \_\_\_\_\_
6. serving the new hire probationary period \_\_\_\_\_
7. declining because of other group coverage (e.g., other commercial group coverage, Medicare, Medicaid, TRICARE/Champus) \_\_\_\_\_
8. declining coverage (not covered elsewhere) \_\_\_\_\_

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## FEE SCHEDULE

Employer shall pay amounts Claim Administrator bills Employer for benefit claims Claim Administrator processes on Employer's behalf as well as administrative fees as set forth in this Fee Schedule.

Payment Specifications	<input type="checkbox"/> NO CHANGES	<input type="checkbox"/> SEE ADDITIONAL PROVISIONS		
Employer Payment Method: <input type="checkbox"/> Online Bill Pay <input checked="" type="checkbox"/> Electronic <input type="checkbox"/> Auto Debit <input type="checkbox"/> Check				
Employer Payment Period: <input type="checkbox"/> Weekly (cannot be selected if Check is selected as payment method above)				
<input type="checkbox"/> Semi Monthly (cannot be selected if Check is selected as payment method above)				
<input checked="" type="checkbox"/> Monthly				
Claim Settlement Period: <input checked="" type="checkbox"/> Monthly				
Run-Off Period: Employer Payments are to be made for <u>12</u> months following the end of the Fee Schedule Period. Standard is twelve (12) months.				
Fee Schedule Period: To begin on Effective Date of Coverage and continue for 12 months. If other than 12 months, please specify: _____ months.				
Administrative Per Employee per Month (PEPM) Charges	<input type="checkbox"/> NO CHANGES	<input type="checkbox"/> SEE ADDITIONAL PROVISIONS		
	10/1/2023	10/1/2024	10/1/2025	10/1/2026 / 10/1/2027
Administrative Fee	\$36.43	\$37.43	\$38.42	\$40.26 / 42.16
Dental	\$ _____	\$ _____	\$ _____	\$ _____
Limited Fiduciary Services	\$1.00	\$1.00	\$1.00	\$1.00 / 1.00
Advanced Payment Review	25% \$ _____	25% \$ _____	25% \$ _____	25 / 25% \$ _____
*Medical Drug Rebate Credit	\$(2.50)	\$(2.50)	\$(2.50)	\$(2.50 / 2.50)
*Rebate Credit for the Prescription Drug Program	\$(60.27)	\$(66.30)	\$(72.93)	\$(72.93 / 72.93)
Outpatient Imaging Management Services	\$ _____	\$ _____	\$ _____	\$ _____
Management of the Virtual Visits Program	\$0.52	\$0.52	\$0.52	\$0.52 / 0.52
Wellbeing Management	\$4.95	\$4.95	\$4.95	\$4.95 / 4.95
Health Advocacy Solutions	\$ _____	\$ _____	\$ _____	\$ _____
Commissions: _____	\$ _____	\$ _____	\$ _____	\$ _____
Commissions: _____	\$ _____	\$ _____	\$ _____	\$ _____
Commissions: _____	\$ _____	\$ _____	\$ _____	\$ _____
Other: Other Services List Service: <u>BVA</u>	\$2.50	\$2.50	\$2.50	\$2.50 / 2.50
Other: Select Service Category List Service: _____	\$ _____	\$ _____	\$ _____	\$ _____
Other: Select Service Category List Service: _____	\$ _____	\$ _____	\$ _____	\$ _____
Miscellaneous: _____	\$ _____	\$ _____	\$ _____	\$ _____
Miscellaneous: _____	\$ _____	\$ _____	\$ _____	\$ _____
<b>Total</b>	\$(17.37)	\$(22.40)	\$(28.04)	\$(26.20 /

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Lines of Business (Check all applicable services)

☐ NO CHANGES

☐ See Additional Provisions

**Medical Plan Services:**

- ☒ PPO: Plan Name: PPO  
Plan Name: HSA  
Plan Name: \_\_\_\_\_  
Plan Name: \_\_\_\_\_  
Plan Name: \_\_\_\_\_
- ☒ HMO: Plan Name: HMO
- ☒ Prescription Drug Option:  
Custom Rx  
☐ No Prescription Drug Option
- ☐ Blue High Performance Network<sup>SM</sup>  
(BlueHPN<sup>SM</sup>)
- ☐ EPO: Plan Name: \_\_\_\_\_
- ☐ POS: Plan Name: \_\_\_\_\_

**Additional Services:**

- ☒ Wellbeing Management
- ☐ Wellness Incentives
- ☐ Health Advocacy Solutions
- ☐ Mercer Health Advantage
- ☐ Custom Care Management Unit
- ☐ Blue Directions<sup>SM</sup> (Private Exchange) (If selected, the Blue Directions Addendum must be attached and made a part of the parties' Administrative Services Agreement.)
- ☐ In-Hospital Indemnity (IHI)
- ☒ Limited Fiduciary Services for Claims and Appeals
- ☒ Other Benefits Value Advisor
- ☐ Other Select Product
- ☐ Other Select Product
- ☐ Other Select Product
- ☐ Other
- ☐ Other

**Consumer Driven Health Plan**

- ☐ BlueEdge<sup>SM</sup> HCA, (if selected, complete separate HCA Benefit Program Application)
- ☒ BlueEdge<sup>SM</sup> HSA, (if selected, provide HSA Administrator or trustee name: Other)
- ☐ FSA (vendor: Select Vendor)
- ☐ HRA (vendor: Select Vendor)

**Traditional Coverage:**

- ☐ Out-of-Area (Indemnity)
- ☐ Benefit Offering

**Prescription Drugs:**

- ☒ (If selected, the PBM Fee Schedule Addendum must be attached and is part of this BPA.)

**Pharmacy Network (Select one):**

- ☒ Traditional Select Network
- ☐ Advantage Network
- ☐ Preferred Network
- ☐ Elite Network
- ☐ Network on PBM Fee Schedule Addendum
- ☐ Other (please specify):

Drug List: Balanced Drug List

Other (please specify):

**PPO/HSA Preventive Drug List:**  
Please specify: Select Option

**Other Rx programs:**  
Please specify: Select Program

**Ancillary Services:**

- ☐ Vision Insurance (if selected, complete a separate application)
- ☐ Stop Loss Coverage (if selected, complete separate Stop Loss exhibit)
- ☐ Life, Disability, Specified Disease or Accident Insurance (if selected, complete a separate application for those coverages)
- ☐ COBRA Administrative Services (if selected, complete separate COBRA Administrative Services)
- ☐ Dental Plan Services
- Plan Name: \_\_\_\_\_ Select From List
- Plan Name: \_\_\_\_\_ Select From List
- Plan Name: \_\_\_\_\_ Select From List
- Plan Name: \_\_\_\_\_ Select From List

Mercer Health Advantage is offered by Mercer, an independent company, and is administered by Blue Cross and Blue Shield of Texas.

Custom Care Management Unit is offered by Willis Towers Watson, an independent company, and is administered by Blue Cross and Blue Shield of Texas.

Medical and Dental benefits and services are administered by Blue Cross and Blue Shield of Texas, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company, an independent licensee of the Blue Cross and Blue Shield Association.

Life, Disability, Specified Disease, Accident and Vision Insurance is underwritten by Dearborn Life Insurance Company, 701 E. 22nd St. Suite 300, Lombard, IL 60148. Blue Cross and Blue Shield of Texas is the trade name of Dearborn Life Insurance Company, an independent licensee of the Blue Cross and Blue Shield Association. BLUE CROSS®, BLUE SHIELD® and the Cross and Shield Symbols are registered service marks of the Blue Cross and Blue Shield Association, an association of independent Blue Cross and Blue Shield Plans.

**Proprietary and Confidential Information of Claim Administrator**

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

TX GEN ASO BPA (Rev. 08/22) Blue Cross and Blue Shield of Texas, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company, an Independent Licensee of the Blue Cross and Blue Shield Association

\*The Rebate Credit is a per Covered Employee per month credit applied to the monthly billing statement. The Employer and Claim Administrator have agreed to the Rebate Credit and Employer agrees that it and its group health plan have no right to, or legal interest in, any portion of the rebates, either under the pharmacy benefit or the medical benefit, actually provided by the Pharmacy Benefit Manager ("PBM") or a pharmaceutical manufacturer to Claim Administrator and consents to Claim Administrator's retention of all such rebates. The Rebate Credit will be provided from Claim Administrator's own assets and may or may not equal the entire amount of rebates actually provided to Claim Administrator by the PBM or expected to be provided. Rebate Credits shall not continue after termination of the Prescription Drug Program. Employer agrees that any Rebate Credit provision in the governing Administrative Services Agreement to the contrary is hereby superseded.

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

### Other Service and/or Program Fee(s)

☐ NO CHANGES

☐ SEE ADDITIONAL PROVISIONS

#### NSA Fees

In connection with the claims, items, and services that are subject to the No Surprises Act ("NSA") and disputed by a Provider, Employer agrees to pay Claim Administrator the following fees:

- Fifty dollars (\$50) for each claim that is the subject of informal negotiation with a Provider (this fee will be charged in the event the Provider, in its sole discretion, determines that it will not accept the initial payment amount); and
- An additional seventy-five dollars (\$75) per claim for each independent dispute resolution process ("IDR") where Claim Administrator represents Plan (this fee will be charged in the event the Provider, in its sole discretion, determines that it will initiate IDR after the informal negotiation period); and
- All costs imposed by the IDR entity or any state, federal or local government entity in connection with an IDR.

#### Not applicable to Grandfathered Plans

External Review Coordination: ☒ Yes ☐ No

If yes, coordination fee: \$700 for each external review requested by a Covered Person that the Claim Administrator coordinates for the Employer in relation to the Employer's Plan. Employer elects for external reviews to be performed under the Affordable Care Act external review process.

If no, provide name and address of administrator(s) of external review coordination and indicate if administering medical claims and/or pharmacy claims:

Administrator: Medical claims: ☐ Pharmacy claims: ☐ Name: \_\_\_\_\_ Mailing Address: \_\_\_\_\_

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Administrator: Medical claims: ☐ Pharmacy claims: ☐ Name: Mailing Address:

Advanced Payment Review (APR): ☒ Yes ☐ No

APR is a suite of payment integrity offerings. Refer to the Matrix. If Employer elects APR, indicate APR Savings Program or PEPM below:

☒ APR Savings Program

☐ PEPM

For APR capabilities other than Reimbursement Services: If Employer elects APR Savings Program, Claim Administrator will invoice the percentage indicated in the Fee Schedule of any savings amounts identified by Claim Administrator or third-party.

Reimbursement Services: ☒ Yes ☐ No If yes, Claim Administrator will retain twenty-five percent (25%) of any recovered amounts made on third-party liability claims other than recovery amounts received as a result of or associated with any Workers' Compensation Law.

FlexAccess™: ☐ Yes ☒ No

Claim Administrator will assess a program fee equal to 20% of the total shared savings. Total shared savings is calculated as follows:

The difference between Employer responsibility without the FlexAccess Program and Employer responsibility with the FlexAccess Program. The Employer responsibility with the FlexAccess Program is cost of the drug minus: (1) the manufacturer copay assistance dollars that are allocated to the cost of the drug and (2) the member's cost share for the member enrolled in the program. The Employer responsibility without the FlexAccess Program is the cost of the drug minus the member cost share if the member was not enrolled in the program.

Third-Party Law Firms Provisions (other than Reimbursement Services): Employer will pay no more than 35% of any recovered amount made by Claim Administrator's third-party law firm or up to 35% of any recovered amount will be deducted from the amount distributed according to established allocation processes.

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

Virtual Visits Program: ☒ Yes ☐ No If yes, Covered Persons would be able to obtain certain Covered Services remotely via interactive video and/or interactive audio/video (where available) capability from Virtual Visits powered by MDLIVE.

MDLIVE® is a separate company that operates and administers Virtual Visits for persons with coverage through Blue Cross and Blue Shield of Texas. MDLIVE is solely responsible for its operations and for those of its contracted providers. MDLIVE® and the MDLIVE logo are registered trademarks of MDLIVE, Inc., and may not be used without permission.

#### Termination Administrative Charges

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

The Termination Administrative Charge applicable to the Run-Off Period shall be equal to the sum of the amounts obtained by multiplying the total number of Covered Employees by category (*per Covered Employee per individual or family composite*) during the three (3) months immediately preceding the date of termination by the appropriate factors shown below. In the event of a partial termination, the Termination Administrative Charge shall be the sum of the amount obtained by multiplying three (3) times the total number of terminated Covered Employees by the appropriate factors shown below.

Service				
Medical Run-off Administration Charge	\$11.92	\$ ____	\$ ____	\$ ____
Dental Run-off Administration Charge	\$ ____	\$ ____	\$ ____	\$ ____
Miscellaneous	\$ ____	\$ ____	\$ ____	\$ ____

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Miscellaneous	\$ _____	\$ _____	\$ _____	\$ _____
Total:	\$11.92	\$ _____	\$ _____	\$ _____

## Other Provisions

☐ NO CHANGES

☐ SEE ADDITIONAL PROVISIONS

### 1. Summary of Benefits & Coverage:

- a. Will Claim Administrator create Summary of Benefits and Coverage (SBC)?
- ☒ Yes (Please answer question b. The SBC Addendum is attached.)
- ☐ No. (If No, then skip question b and refer to the Administrative Services Agreement for further information.)
- b. Will Claim Administrator distribute the (SBC) to Covered Persons?
- ☐ No. Claim Administrator will create SBC (only for benefits Claim Administrator administers under the Administrative Services Agreement) and provide SBC to Employer in electronic format. Employer will then distribute SBC to Covered Persons (or hire a third party to distribute) as required by law.
- ☒ Yes. Claim Administrator will create SBC (only for benefits Claim Administrator administers under the Administrative Services Agreement) and distribute SBC to plan participants and beneficiaries via regular hardcopy mail or electronically. Distribution Fee for hardcopy mail is one dollar fifty cents (\$1.50) per package.

### 2. Massachusetts Health Care Reform Act:

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

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

### 3. Alternative Care Management Program (applicable to the purchased medical management program):

☐ Yes ☒ No

*The undersigned representative authorizes provision of alternative benefits for services rendered to Covered Persons for Utilization Management, Case Management, including but not limited to Behavioral Health, and other health care management programs.*

### 4. Prior Authorization (applicable to the purchased medical management program): Employer acknowledges and agrees to utilize Claim Administrator's standard list of services and supplies for which Prior Authorization (also called pre-notification or preauthorization) is required.

### 5. Essential Health Benefits ("EHB") Election:

Employer elects EHBs based on the following:

- ☒ EHBs based on a Claim Administrator state benchmark:  
☐ Illinois ☐ Montana ☐ New Mexico ☐ Oklahoma ☒ Texas
- ☐ EHBs based on benchmark of a state other than IL, MT, NM, OK and TX  
If so, indicate the state's benchmark that Employer elects: \_\_\_\_\_
- ☐ Other EHB, as determined by Employer

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

### 6. Employer contribution: See Attached

Employer Contribution – Medical	Employer Contribution – Dental
_____ % of Employee's premium, or \$ _____	_____ % of Employee's premium, or \$ _____
_____ % of Dependent's premium, or \$ _____	_____ % of Dependent's premium, or \$ _____

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EE Rate & ER Contributions Cost Tables

Medical #1 - PPO				Johnson County Medical #2 - HMO				Medical #3 HAS/HDBP			
Coverage	Employee Monthly Contribution	Employer Monthly Contribution	Total Monthly Premium	Coverage	Employee Monthly Contribution	Employer Monthly Contribution	Total Monthly Premium	Coverage	Employee Monthly Contribution	Employer Monthly Contribution	Total Monthly Premium
Employee	\$165.00	\$815.69	\$980.69	Employee	\$50.00	\$841.53	\$891.53	Employee	\$0.00	\$891.53	\$891.53
Employee + Spouse	\$525.00	\$1,536.95	\$2,061.95	Employee + Spouse	\$450.00	\$1,424.47	\$1,874.47	Employee + Spouse	\$400.00	\$1,561.37	\$1,961.37
Employee + Children	\$350.00	\$1,121.03	\$1,471.03	Employee + Children	\$225.00	\$1,112.30	\$1,337.30	Employee + Children	\$200.00	\$1,137.30	\$1,337.30
Employee + Family	\$698.00	\$1,949.85	\$2,647.85	Employee + Family	\$611.00	\$1,796.14	\$2,407.14	Employee + Family	\$500.00	\$1,907.14	\$2,407.14

Comments: \_\_\_\_\_

7. This ASO BPA is binding on both parties and is incorporated into and made a part of the Administrative Services Agreement between the parties with both such documents to be referred to collectively as the "Administrative Services Agreement" unless specified otherwise.
8. **Producer/Consultant Compensation:**  
The Employer acknowledges that if any its POR acts on its behalf for purposes of purchasing services in connection with the Employer's Plan under the Administrative Services Agreement to which this ASO BPA is attached, the Claim Administrator may pay the Employer's POR a commission and/or other compensation in connection with such services under the Administrative Services Agreement. If the Employer desires additional information regarding commissions and/or other compensation paid to the POR by the Claim Administrator in connection with services under the Administrative Services Agreement, the Employer should contact its POR.

**Additional Provisions:** BCBSTX will provide a one-time credit to the Administrative Fee of \$205,765 "in an amount equal to \$41.45 PEPM, multiplied by 6 months multiplied by the number of Covered Employees per month (827) for the twelve-month period beginning on 10/01/2023 if BCBSTX medical & dental coverage is elected. If Employer cancels medical or dental coverage prior to the expiration of the policy period, Employer will be required to refund BCBSTX the full amount of the credit.

BCBSTX will provide an annual transition credit of \$30,000 beginning 10/1/23 and continuing for 5 years at each renewal for a total of \$150,000 in funding, to be used to cover costs and expenses associated with transitioning medical, prescription, stop loss, ancillary health or other coverage to BCBSTX and/or costs and expenses associated with transitioning to a new product design with BCBSTX. If Employer cancels before expiration of the policy period, Employer will be responsible for refunding to BCBSTX the full amount of the transition credit.

The medical administrative fee shown in this BPA reflects a volume-based discount in an amount equal to \$1.00 PEPM of the medical administrative fee for the twelve-month period beginning on the Contract Effective Date of 10/1/2023 for the purchase of a Dental Coverage from BCBSTX

BCBSTX will provide a one-time transition credit of \$50,000 for the twelve-month period beginning on the Contract Effective Date 10/1/2023 for the purchase of stop loss coverage with BCBSTX. If Employer cancels the stop loss coverage before expiration of the policy period, Employer will be responsible for refunding to BCBSTX the full amount of the transition credit.

Proprietary and Confidential Information of Claim Administrator

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

TX GEN ASO BPA (Rev. 06/22) Blue Cross and Blue Shield of Texas, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company, an Independent Licensee of the Blue Cross and Blue Shield Association

**Signature**

Daniel Borman

Sales Representative

1/1/006

972-766-9306

District

Phone &amp; FAX Numbers

Producer Representative

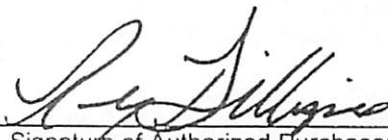
Producer Firm

Producer Address

Producer Phone &amp; FAX Numbers

Producer Email Address

Tax I.D. No.



Signature of Authorized Purchaser



Print Name



Title



Date

Proprietary and Confidential Information of Claim Administrator

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### PROXY

The undersigned hereby appoints the Board of Directors of Health Care Service Corporation, a Mutual Legal Reserve Company, or any successor thereof ("HCSC"), with full power of substitution, and such persons as the Board of Directors may designate by resolution, as the undersigned's proxy to act on behalf of the undersigned at all meetings of members of HCSC (and at all meetings of members of any successor of HCSC) and any adjournments thereof, with full power to vote on behalf of the undersigned on all matters that may come before any such meeting and any adjournment thereof. The annual meeting of members is scheduled to be held each year in the HCSC corporate headquarters on the last Tuesday of October at 12:30 p.m. Special meetings of members may be called pursuant to notice provided to the member not less than thirty (30) nor more than sixty (60) days prior to such meetings. This proxy shall remain in effect until either revoked in writing by the undersigned at least twenty (20) days prior to any meeting of members or by attending and voting in person at any annual or special meeting of members.

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

Group No.:

369192

By:

Randy Gillespie

Print Signer's Name Here

→

Randy Gillespie / Personnel Director

Signature and Title

Group Name: County of Johnson

Address: 2 N Maina Sta Rooma 215

City: Cleburne State: TX ZIP: 76033

Dated this 18th day of July 2023

Month Year

Proprietary and Confidential Information of Claim Administrator

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

TX GEN ASO BPA (Rev. 06/22) Blue Cross and Blue Shield of Texas, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company, an Independent Licensee of the Blue Cross and Blue Shield Association

# **Health Insurance Continuation for Retirement Eligible Employees Who Meet Certain Tenure Requirements**

## **Eligible Employees**

- A. Full Time Regular Employees who, at the time they leave Johnson County employment, are:
- 1) eligible for retirement benefits under Texas County and District Retirement guidelines and
  - 2) have a total of 20 years service with Johnson County of which at least 10 years are continuous service and
  - 3) are covered under the Johnson County group health insurance program and/or Johnson County vision plan at the time of their separation (must be enrolled to continue coverage) and
  - 4) are not Medicare eligible, OR
- B. Elected Officials who, at the time they leave Johnson County employment, are:
- 1) eligible for retirement benefits under Texas County and District Retirement guidelines and
  - 2) have a total of 16 years service with Johnson County of which at least 10 years are continuous service and
  - 3) are covered under the Johnson County group health insurance program and/or Johnson County vision plan at the time of their separation (must be enrolled to continue coverage) and
  - 4) are not Medicare eligible.

## **County Premium Contribution**

The County may contribute all, part, or none of the premium payment. The County's contribution, if any, will be determined annually by Commissioners Court during the County budget process and will be effective on a fiscal year basis.

## **Dependents Coverage**

Coverage for dependents who are not Medicare eligible and who are participants in the County's group health insurance plan and/or County's vision plan at the time of the employee's separation may also be continued. Premiums will be paid for by the retiree and are to be made to the County Treasurer no later than the 1<sup>st</sup> day of each month. In the event of the retiree's death, covered dependents may continue coverage until they become Medicare eligible provided they make required premium payments on a timely basis.

## **Premiums**

If, in the future, Commissioners Court should require retirees on this program to pay all or part of the premium, then such premium payments are to be made to the County Treasurer no later than the 1<sup>st</sup> day of each month. Failure to submit required payments in a timely manner will result in cancellation and discontinued coverage.

**Enrollment**

Eligible employees must inform the Personnel Office not later than the day on which they leave County employment that they elect to continue coverage under this program. Failure to enroll in this program prior to the last day worked will forfeit the employee's option to continue coverage.

**Discontinuation of Coverage**

Coverage under this program will be discontinued if any of the following conditions occur:

- a) the retiree or participating dependent becomes Medicare eligible.
- b) the retiree has reached the maximum 3 year coverage time frame limit which will include any insurance coverage paid by Johnson County prior to October 1, 2011.
- c) the retiree drops their coverage or coverage is dropped on a participating dependent. If coverage is dropped, re-enrollment at a later date will not be allowed.
- d) the retiree fails to make any required premium payment in a timely manner.
- e) the County discontinues employee group insurance.
- f) Commissioners Court elects to discontinue this program.

Policy amended by Commissioners Court on May 27, 2014.

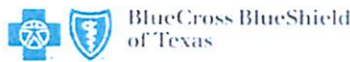
**RETIREMENT-VESTED EMPLOYEE HEALTH INSURANCE  
CONTINUATION PROGRAM**

**ELECTION FORM**

**TERMS AND CONDITIONS:**

1. An employee who is vested in the Johnson County retirement plan and leaves County employment is entitled to purchase continued health benefits coverage for himself and covered dependents unless the employee is eligible for group health benefits coverage through another employer. If an employee is not eligible for group health coverage under another employer's plan at the time he leaves the County but subsequently becomes eligible under another employer's plan, then at that time he will no longer be eligible for coverage under this program. If a vested employee withdrawals or transfers his accumulated fund balance from the retirement plan at the time he leaves the County or at a subsequent date, then he will no longer be eligible for coverage under this program.
2. The employee must inform the Personnel Office not later than the day on which the employee leaves County employment that the employee elects to continue coverage under this program. Failure to enroll in this program prior to the last day worked will forfeit the employee's option to continue coverage under this program.
3. If the employee elects to continue coverage on himself or an eligible dependent and at a subsequent date elects to discontinue coverage on himself or the dependent, then that person will no longer be eligible for coverage.
4. Coverage under this program is available only to those vested employees and eligible dependents that are covered by the County's health plan at the time the vested employee leaves County employment.
5. Coverage provided under this program will be the same level of coverage as that provided to current employees of the County. Premium cost to persons participating in this program will be the same as the cost charged to the County by the existing insurance provider.
6. When a participant of this program becomes eligible for federal Medicare benefits, the County will substitute a Medicare Supplement plan that will replace the existing employee plan.
7. Premium payments are to be made to the Treasurer's Office no later than the 1<sup>st</sup> of each month. Failure to submit payments on a timely basis will result in cancellation of coverage.

[illegible]



Johnson County	
Effective Date	10/1/2023
Members	1,025
Employees	825

B- CUSTOM TRADITIONAL PRICING	
Contract Period	Balanced
REBATES PER BRAND	
Retail Network	
10/1/2023 to 9/30/2024	\$190.00
10/1/2024 to 9/30/2025	\$200.00
10/1/2025 to 9/30/2026	\$210.00
Extended Supply Network (ESN)- 90 Day Channel	
10/1/2023 to 9/30/2024	\$603.00
10/1/2024 to 9/30/2025	\$615.00
10/1/2025 to 9/30/2026	\$626.00
Mail	
10/1/2023 to 9/30/2024	\$691.00
10/1/2024 to 9/30/2025	\$720.00
10/1/2025 to 9/30/2026	\$752.00
Specialty	
10/1/2023 to 9/30/2024	\$2,537.00
10/1/2024 to 9/30/2025	\$2,663.00
10/1/2025 to 9/30/2026	\$2,797.00
REBATES PER EMPLOYEE PER MONTH	
10/1/2023 to 9/30/2024	\$65.32
10/1/2024 to 9/30/2025	\$66.90
10/1/2025 to 9/30/2026	\$67.90

Notes:

1. The above rebates are based on the actual number of employees enrolled in the plan.

2. The above rebates are based on the actual number of employees enrolled in the plan.

3. The above rebates are based on the actual number of employees enrolled in the plan.

4. The above rebates are based on the actual number of employees enrolled in the plan.

5. The above rebates are based on the actual number of employees enrolled in the plan.

6. The above rebates are based on the actual number of employees enrolled in the plan.

7. The above rebates are based on the actual number of employees enrolled in the plan.

8. The above rebates are based on the actual number of employees enrolled in the plan.

9. The above rebates are based on the actual number of employees enrolled in the plan.

10. The above rebates are based on the actual number of employees enrolled in the plan.





County of Johnson	
Effective Date:	10/1/2023
Revised:	10/1/2024
Members:	1,087
Employees:	756

E - CUSTOM TRADITIONAL PRICING	
Contract Period	Traditional Select
<b>BRAND DISCOUNTS</b>	
<b>Retail Network</b>	
10/1/2024 to 12/31/2025	19.45%
1/1/2026 to 12/31/2026	19.50%
<b>Extended Supply Network (ESN) - 90 Day Channel</b>	
10/1/2024 to 12/31/2025	22.55%
1/1/2026 to 12/31/2026	22.60%
<b>Mail</b>	
10/1/2024 to 12/31/2025	25.60%
1/1/2026 to 12/31/2026	25.60%
<b>GENERIC DISCOUNTS</b>	
<b>Retail Network</b>	
10/1/2024 to 12/31/2025	82.50%
1/1/2026 to 12/31/2026	82.55%
<b>Extended Supply Network (ESN) - 90 Day Channel</b>	
10/1/2024 to 12/31/2025	85.30%
1/1/2026 to 12/31/2026	85.35%
<b>Mail</b>	
10/1/2024 to 12/31/2025	86.35%
1/1/2026 to 12/31/2026	86.35%
<b>BRAND DISPENSING FEES</b>	
<b>Retail Network</b>	
10/1/2024 to 12/31/2025	\$0.65
1/1/2026 to 12/31/2026	\$0.65
<b>Extended Supply Network (ESN) - 90 Day Channel</b>	
10/1/2024 to 12/31/2025	\$0.00
1/1/2026 to 12/31/2026	\$0.00
<b>Mail</b>	
10/1/2024 to 12/31/2025	\$0.00
1/1/2026 to 12/31/2026	\$0.00
<b>GENERIC DISPENSING FEES</b>	
<b>Retail Network</b>	
10/1/2024 to 12/31/2025	\$0.65
1/1/2026 to 12/31/2026	\$0.65
<b>Extended Supply Network (ESN) - 90 Day Channel</b>	
10/1/2024 to 12/31/2025	\$0.00
1/1/2026 to 12/31/2026	\$0.00
<b>Mail</b>	
10/1/2024 to 12/31/2025	\$0.00
1/1/2026 to 12/31/2026	\$0.00
<b>AGGREGATE SPECIALTY</b>	
<b>Discount</b>	
10/1/2024 to 12/31/2025	20.05%
1/1/2026 to 12/31/2026	20.05%
<b>Specialty Pharmacy Dispensing Fee</b>	
10/1/2024 to 12/31/2025	\$0.00
1/1/2026 to 12/31/2026	\$0.00

## Notes:

- Discounts are based on the actual NDC-11 dispensed on the fill date.
- Guarantees are based upon the above selected BCBSTX Network rate sheet.
- Guarantees are based upon an implemented BCBSTX Extended Supply Network (90-day retail). If not implemented, Retail rates apply.
- For the purpose of reconciliation at contract year end, discount and dispensing fee guarantees are reconciled in aggregate, as long as the contract remains in effect.
- 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, U.S. territory (TER) 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 BCBSTX specialty drug pricing file) claims.
- For discount purposes, Specialty is defined by the BCBSTX specialty drug pricing file.
- Guarantees are based upon an 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 available that have a Medi-Span multisource code field equal to "Y".
- Employer will be billed for retail brand and retail generic prescriptions, mail brand and mail generic prescriptions, ESN brand and ESN generic, and Specialty pharmacy claims (excluding Compound Drugs, Foreign Claims, and out-of-network claims) based on the lesser of (a) U&C or (b) PBM's adjudication rate schedule that is intended to achieve, on an aggregate annual basis, the AWP discounts and Dispensing Fees shown above (the "Employer's Contract Rates").
- Employer acknowledges and agrees that Employer's Contract Rates may vary based on market influences and as necessary to achieve the AWP discounts and Dispensing Fees shown above, on an aggregate contract year basis.
- Employer will be billed for Compound Drug claims based on the applicable discounted rate in the Network Contract.
- Compound Claims, Foreign Claims, reversed claims, and out-of-network claims are excluded from the calculation of whether the AWP discounts and Dispensing Fees shown above have been achieved and also are excluded from the calculation of any shortfall credit for Employer.
- If the number of employees drops to under 500, the discount and rebate guarantees become illustrative and annual reconciliation will not occur.
- Revised effective date to transition the account to a 1/1 renewal.
- Y1 will be effective 10/1/2024-12/31/2025. The group will receive a 15-month reconciliation.



County of Johnson	
Effective Date:	10/1/2023
Revised:	10/1/2024
Members:	1,087
Employees:	756

E - CUSTOM TRADITIONAL PRICING	
Contract Period	Balanced
REBATES PER BRAND	
Retail Network	
10/1/2024 to 12/31/2025	\$200.00
1/1/2026 to 12/31/2026	\$210.00
Extended Supply Network (ESN) - 90 Day Channel	
10/1/2024 to 12/31/2025	\$634.00
1/1/2026 to 12/31/2026	\$666.00
Mail	
10/1/2024 to 12/31/2025	\$726.00
1/1/2026 to 12/31/2026	\$762.00
Specialty	
10/1/2024 to 12/31/2025	\$2,664.00
1/1/2026 to 12/31/2026	\$2,797.00
REBATES PER EMPLOYEE PER MONTH	
10/1/2024 to 12/31/2024	\$66.30
1/1/2025 to 12/31/2025	\$72.93
1/1/2026 to 12/31/2026	\$72.93

## Notes:

- For rebate purposes, Specialty is defined by the BCBSTX specialty drug pricing file.
- For the purpose of reconciliation at contract year end, all rebate guarantees are reconciled in aggregate as long as the contract remains in effect.
- Compound, long term care (LTC) pharmacy, home infusion (HIF) 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), 100% member-paid plan (i.e. discount card), subrogation, paper, invalid, vaccine, non diabetic over-the-counter, limited distribution drugs (LDDs), 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".
- Rebates will be trued up annually to the greater of the PEPM rebate credits or per brand Rx rebate guarantees.
- If the number of employees drops to under 500, the discount and rebate guarantees become illustrative and annual reconciliation will not occur.
- Y1 will be effective 10/1/2024-12/31/2025. The group will receive a 15-month reconciliation.



County of Johnson	
Effective Date:	10/1/2023
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Members:	1,087
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E - CUSTOM TRADITIONAL PRICING	
ADMINISTRATIVE FEE	
Contract Period	Per Employee Per Month
10/1/2024 to 12/31/2025	\$0.00
1/1/2026 to 12/31/2026	\$0.00

## Notes:

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

## Additional Caveats:

- Guarantees are based on adoption and adherence of an above BCBSTX drug list, including associated utilization management and clinical programs. BCBSTX 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 do 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 assume current channel utilization. BCBSTX reserves the right to re-rate to equitably adjust the guarantees in the event of significant changes in utilization.
- BCBSTX reserves the right to equitably adjust the guarantees in the event that membership in high deductible (CDHP) plan increases significantly over the current CDHP membership during the course of the contract.
- BCBSTX 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.
- Members' cost share is the applicable copayment, deductible, and/or coinsurance, which coinsurance is calculated based on Employer's Contracted Rates or the applicable out-of-network pricing. Zero balance logic is not employed.
- Employer Payments to Claim Administrator for Covered Services provided by Network Participants are calculated based on the pricing terms set forth in this Addendum which shall remain in effect for the term of this Addendum to the extent described in the Administrative Services Agreement. Such pricing may or may not equal the amounts actually paid to the Network Participants or received from drug manufacturers (e.g., rebates), or the amounts paid or received between Claim Administrator and the PBM. As a result, the PBM or Claim Administrator may realize positive margin on prescriptions filled at retail, mail order, ESN or specialty pharmacies or prescription drug rebates. Employer acknowledges that it has negotiated for the specific traditional pricing terms set forth in this Addendum, and that it and its group health plan have no right to, or legal interest in, any portion of any positive margin retained by Claim Administrator or PBM and consents to Claim Administrator's and PBM's retention of all such amounts.
- Employer will be billed for Foreign Claims in an amount based on the amount billed by the pharmacy.
- Employer will be billed for out-of-network claims based on the pricing set forth in the Administrative Services Agreement and/or PBM Exhibit, as applicable.
- Guarantees will be calculated as described in this Addendum and the PBM Exhibit to the Administrative Services Agreement.
- Unless otherwise specified in this Addendum, capitalized terms used in this Addendum shall have the meanings set forth in the Administrative Services Agreement or the PBM Exhibit, as applicable.
- Rx offer is contingent on BCBSTX being the medical benefits administrator.
- The Claim Administrator will not be obligated to provide Rx reconciliation and will not be obligated to refund Employer until The PBM Addendum has been executed and is on file with the Claim Administrator by the close of the applicable Reconciliation Period.
- If the number of employees drops to under 500, the discount and rebate guarantees become illustrative and annual reconciliation will not occur.
- Starting the third quarter of the second contract year, and each contract year thereafter, employer may conduct a market check. If employer reasonably believes its current guarantees are not competitive in the market, employer will advise claim administrator of its intent to conduct a market check. Employer will retain a nationally recognized pharmacy benefits consultant to conduct the market check under confidentiality agreement. The consultant will provide an analysis of the guarantee terms that employer could obtain in the market immediately following contract year.
- The market check report will include the guarantee terms by dispensing channel and service, that a plan similar to employer in the following respects could reasonably obtain within 60 days of the request: size (employers of a similar member count and managed drug spend), similar mail penetration, generic dispensing rates, specialty program, drug mix, and formulary content and design, and size, composition, and geography of retail network. If the market check report has sufficient documentation to support that employer would realize at least three percent (3%) annual savings in the Net Plan Cost, claim administrator will have 30 days to respond to the market check report.
- "Net Plan Cost" means the sum of all amounts paid or other services provided under this agreement, less rebate amounts, financial guarantees amount, \$0 implementation allowances and any other amounts paid or payable to employer that reasonably service to reduce costs. If claim administrator agrees to the market check report savings projections, claim administrator may provide revised guarantees that meet or exceed savings identified in the market check report and the parties will enter into an appropriate amendment reflecting the agreed revised terms, to be effective the first month of the following contract year. The parties may enter into an appropriate amendment reflecting such revised terms.
- Net of Commissions
- Pricing includes a one-time implementation credit of \$25,000 for 10.01.2023 effective date.
- In the event Employer terminates this agreement prior to the expiration of the initial term, Employer will return any amount credited upon the effective date of such termination.
- Y1 will be effective 10/1/2024-12/31/2025. The group will receive a 15-month reconciliation.

\_\_\_\_\_  
Signature of Authorized Purchaser

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date