SEP 16 '19 AM10:02

REQUEST FOR LEGISLATIVE ACTION

Version 6/10/19

Completed by County Counselor's Office:

Res/Ord No.: 20271

Sponsor(s): Charlie Franklin

Date: September 30 , 2019

SUBJECT

Action Requested

☐ Resolution

☐ Ordinance

Project/Title: Awarding a Twelve Month Term and Supply Contract with Two Twelve Month Options to Extend for the furnishing of Group Health Insurance as an employee benefit to Blue Cross Blue Shield of Kansas City, MO under the terms and conditions of Request for Proposal 26-19.

BUDGET INFORMATION *To be completed By Requesting Department and Finance*

Amount authorized by this legislation this fiscal year:	$
Amount previously authorized this fiscal year:	
Total amount authorized after this legislative action:	$
Amount budgeted for this item * (including transfers):	$
Source of funding (name of fund) and account code number:	$

* If account includes additional funds for other expenses, total budgeted in the account is: $

OTHER FINANCIAL INFORMATION:

☐ No budget impact (no fiscal note required)

☒ Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract:
Department: Countywide Estimated Use: $15,500,000

This is an employee benefit with a contribution from the County. Usage is dependent on number of participating employees and the amount of the contribution from the County.

Prior Year Budget (if applicable):

Prior Year Actual Amount Spent (if applicable):

PRIOR LEGISLATION

Prior ordinances and (date):

Prior resolutions and (date): 19253 (September 2016), 19615 (October 2017), 20000 (October 2018)

CONTACT INFORMATION

RLA drafted by (name, title, & phone): Katie Bartle, Senior Buyer, 816-881-3465

REQUEST SUMMARY

Jackson County, Missouri requires Group Health Insurance as a countywide employee benefit. The Purchasing Department issued Request for Proposal 26-19 in response to those requirements.

A total of thirteen notifications were distributed and one response was received and evaluated as follows:

NO.	RESPONDENT	COST 40 Points	PHYSICIAN AND HOSPITAL MATCH 35 Points	PHARMACY COSTS AND OPTIONS 25 Points	TOTAL SCORE 100 Points
1.0	Blue Cross Blue Shield Kansas City, MO	36.75	34.75	23	94.5

The pricing received from Blue Cross Blue Shield in their proposal was a 9.5% increase over Jackson County's current rates. During contract negotiations, Garry and Associates (Broker of Record for Health Insurance) was able to achieve a renewal rate of 4.6%. There is a federally mandated increase in the deductible for the QHDHP HSA plan to $2,800/$5,600 and all other deductibles will remain the same. The stop loss amount has lowered from $250,000 to $200,000. The evaluation committee recommends an award be made to Blue Cross Blue Shield of Kansas City as the best response received.

Pursuant to Section 1054.6 of the Jackson County Code, the Purchasing Department recommends awarding a Twelve Month Term and Supply Contract with Two Twelve Month Options to Extend for the furnishing of Group Health Insurance as an employee benefit to Blue Cross Blue Shield of Kansas City, MO under the terms

	and conditions of Request for Proposal 26-19.	
CLEARANCE	☒ Tax Clearance Completed (Purchasing & Department) ☒ Business License Verified (Purchasing & Department) ☒ Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)	
COMPLIANCE	☐ MBE Goals ☐ WBE Goals No Goals Assigned ☐ VBE Goals	
ATTACHMENTS	Recommendation Memo from Human Resources, Evaluation Matrices, Bid Abstract, Pricing and Agreements from Blue Cross Blue Shield of Kansas City	
REVIEW	Department Director: Michelle Shumaker	Date: 9/16/19
	Finance (Budget Approval): *If applicable*	Date: 9/16/19
	Division Manager:	Date: 9/16/19
	County Counselor's Office: BRYAN O. COUNSKY by WGS SC	Date: 9/19/19

Fiscal Information (to be verified by Budget Office in Finance Department)

☐ This expenditure was included in the annual budget.

☐ Funds for this were encumbered from the _____ Fund in ____.

☐ There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.

☐ Funds sufficient for this expenditure will be/were appropriated by Ordinance #

☐ Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:

☒ N/A This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.

☐ This legislative action does not impact the County financially and does not require Finance/Budget approval.

JACKSON COUNTY
Human Resources Department

415 East 12th Street, First Floor
Kansas City, Missouri 64106
www.jacksongov.org

(816) 881-3135
Fax: (816) 881-3474

To: Katie Bartle, Senior Buyer
From: Dennis Dumovich, Director of HR DD
Subj: Health Insurance Selection – RFP 26-19
Date: August 30, 2019

As you know, Jackson County received one proposal regarding our health insurance plans (RFP 26-19) selection process. This proposal was from Blue Cross & Blue Shield and the renewal rate increase was at 9.7%. Our broker, Garry & Associates then negotiated the renewal rate down resulting in the following key elements:

1.) Blue Cross has agreed to lower the renewal for the 2020 plan year to 4.6%
2.) There are no changes to the benefit levels in the plan offerings, other than the federally mandated increase to the QHDHP HSA plan deductible from $2,700/$5,400 to $2,800/$5,600.
3.) They have also agreed to lower the specific stop loss to $200,000 from $250,000. As I am sure you are aware this will have a positive impact on our claims going forward.
4.) They have also agreed to freeze the admin fees for an additional 3 years.

The committee selected to review the health proposals recommend approving the aforementioned proposal. See the attached rating sheets.

Please let me know if there is anything additional that we can provide.

Cc: Ed Stoll

DD #1

REQUEST FOR PROPOSAL 26-19
RFP NAME: Group Health Insurance
DEPARTMENT NAME: Human Resources

No	Respondent	Cost	Physician and Hospital Network Match	Pharmacy Costs and Options			Total Score
		40 Points	35 Points	25 Points			100 points
1	Blue Cross Blue Shield of Kansas City	32	34	22			88

COMMENTS:

Instructions:
Assign score according to point value (1 is lowest) for each criterion for each vendor.

#2

REQUEST FOR PROPOSAL 26-19
RFP NAME: Group Health Insurance
DEPARTMENT NAME: Human Resources

No	Respondent	Cost	Physician and Hospital Network Match	Pharmacy Costs and Options			Total Score
		40 Points	35 Points	25 Points			100 points
1	Blue Cross Blue Shield of Kansas City	40	35	25			

COMMENTS:

Instructions:
Assign score according to point value (1 is lowest) for each criterion for each vendor.

#3

REQUEST FOR PROPOSAL 26-19
RFP NAME: Group Health Insurance
DEPARTMENT NAME: Human Resources

No	Respondent	Cost	Physician and Hospital Network Match	Pharmacy Costs and Options			Total Score
		40 Points	35 Points	25 Points			100 points
1	Blue Cross Blue Shield of Kansas City	40	35	25			100

COMMENTS:

Instructions:
Assign score according to point value (1 is lowest) for each criterion for each vendor.

REQUEST FOR PROPOSAL 26-19
RFP NAME: Group Health Insurance
DEPARTMENT NAME: Human Resources

No	Respondent	Cost	Physician and Hospital Network Match	Pharmacy Costs and Options			Total Score
		40 Points	35 Points	25 Points			100 points
1	Blue Cross Blue Shield of Kansas City	35	35	20			90

COMMENTS:

Instructions:
Assign score according to point value (1 is lowest) for each criterion for each vendor.

ABSTRACT OF BIDS

	RFP No: 26-19 Date: 6/25/19 COMMODITY: Group Health Insurance	Blue Cross Blue Shield of KC					
NO	DESCRIPTION	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT
1.0	Group Health Insurance, per RFP 26-19	See Bid					

CERTIFICATION OF BID OPENING
BIDS WERE PUBLICLY
OPENED AND RECORDED

ON: June 25, 2019, BY

Vicki A. Bowland
CLERK OF THE LEGISLATURE

Katie Bartle
PURCHASING

ABSTRACT ___ OF ___

Kansas City

Jackson County – Retiree & Cobra Medical Rate Confirmation

Blue-Care HMO Direct Bill Cobra Rate	
Employee	$743.87
Employee + One	$1,693.05
Family	$2,087.65

Blue-Care HMO Direct Bill Retiree Rate	
Employee	$729.28
Employee + One	$1,659.86
Family	$2,046.71

PCB PPO Direct Bill Cobra Rate	
Employee	$728.87
Employee + One	$1,664.05
Family	$2,043.12

PCB PPO Direct Bill Retiree Rate	
Employee	$714.58
Employee + One	$1,631.42
Family	$2,003.06

PCB BlueSaver PPO Direct Bill Cobra Rate	
Employee	$685.13
Employee + One	$1,577.94
Family	$1,915.24

PCB BlueSaver PPO Direct Bill Retiree Rate	
Employee	$671.70
Employee + One	$1,547.00
Family	$1,877.69

BSP EPO Direct Bill Cobra Rate	
Employee	$661.72
Employee + One	$1,507.90
Family	$1,857.97

BSP EPO Direct Bill Retiree Rate	
Employee	$648.74
Employee + One	$1,478.33
Family	$1,821.54

BSP EPO Spira Direct Bill Cobra Rate	
Employee	$641.87
Employee + One	$1,463.05
Family	$1,802.52

BSP EPO Spira Direct Bill Retiree Rate	
Employee	**$629.28**
Employee + One	**$1,434.36**
Family	**$1,767.18**

BSP EPO BlueSaver Spira Direct Bill Cobra Rate	
Employee	**$588.83**
Employee + One	**$1,358.09**
Family	**$1,647.29**

BSP EPO BlueSaver Spira Direct Bill Retiree Rate	
Employee	**$577.28**
Employee + One	**$1,331.46**
Family	**$1,614.99**

Confirmed by:
Jackson County:

_____
Signature

_____
Title

_____
Date

Approved by:
Blue Cross and Blue Shield of Kansas City

_____
Signature

_____
Title

_____
Date

Kansas City

An independent licensee of the Blue Cross and Blue Shield Association

Jackson County
1/1/2020 Cost Plus Renewal Summary

Renewal Components	Current Annual $	8/8/19 Updated Offer With $200K Pooling Annual $	% Increase
Aggregate Claims	$15,539,004	$16,020,713	3.1%
Admin Fee	$712,523	$712,523	0.0%
Access Fee	$321,120	$321,120	0.0%
Pooling Fee	$704,960	$1,047,626	48.6%
ACA Excise Tax	$0	$47,990	
Pharmacy Carve In Credit	-$298,320	-$387,816	
Maximum Funding	**$16,979,287**	**$17,762,156**	**4.6%**

Kansas City

An independent licensee of the Blue Cross and Blue Shield Association

Jackson County
Renewal Date: 1/1/2020

	Renewal Plans
Wellness Stipend	**$75,000**

Wellness Stipend is to be used during the plan year; unused funds will not roll over to the following plan year.

	Blue-Care HMO	BlueSelect + EPO
Hospital Copay	$400x5	$400x5
Office Visit Copay	$30/$60	$30/$60
Urgent Care Copay	$60	$60
ER Copay	$300	$300
Out-Of-Pocket Maximum	$3,500/$8,750	$3,500/$8,750
Drugs		
Deductible	None	None
Retail	$12/20% to $100/50% to $250	$12/20% to $100/50% to $250
Mail	$24/20% to $200/50% to $500	$24/20% to $200/50% to $500
MRI, MRA, CT and PET scan copay	$250	$250
% Membership	23.4%	24.1%

	Preferred Care Blue PPO	BlueSelect + Spira EPO
Deductible		
In-network (indiv/family)	$1,000/$2,000	$2,000/$4,000
Out-of-network (indiv/family)	$2,500/$4,500	N/A
Coinsurance	80%/60%	100%
Medical Out-of-Pocket		
In-network (indiv/family)	$4,500/$9,000	$2,000/$4,000
Out-of-network (indiv/family)	$8,500/$16,500	N/A
Office Visit Copay	$30/$60	$0 @ Spira Care
Urgent Care Copay	$60	Ded
ER Copay	$250, Ded/Coins	Ded
Drugs		
Deductible	None	None
Retail	$12/20% to $100/50% to $250	$15/$50/Deductible
Mail	$24/20% to $200/50% to $500	$15/$125/Deductible
% Membership	11.1%	8.6%

	Preferred Care Blue PPO H.S.A.	BlueSelect + EPO H.S.A. w/ SPIRA
Deductible		
In-network (indiv/family)	**$2,800/$5,600**	**$2,800/$5,600**
Out-of-network (indiv/family)	**$2,800/$5,600**	N/A
Coinsurance	100%/80%	100%
Medical Out-of-Pocket		
In-network (indiv/family)	**$2,800/$5,600**	**$2,800/$5,600**
Out-of-network (indiv/family)	**$5,600/$11,200**	N/A
Office Visit Copay	Ded	Ded
Urgent Care Copay	Ded	Ded
ER Copay	Ded	Ded
Drugs		
Deductible	Plan Ded Then:	Plan Ded Then:
Retail	No Copays	No Copays
Mail	No Copays	No Copays
% Membership	14.6%	18.2%

The only renewal benefit deviation versus current is increasing the H.S.A. deductibles from $2,700 (x2) to $2,800 (x2) to remain embedded. OOPM's also increased to maintain 100% benefit.

Rates and benefits quoted are subject to change based on ACA guidance/regulation and any other applicable laws, rules or regulations or other governmental guidance (local, state, federal, etc.) to said effective date.

Blue Cross and Blue Shield of Kansas City
COST-PLUS ADDENDUM

This Cost-Plus Addendum amends and is incorporated into and made a part of the Group Contract(s) entered into by and between Blue Cross and Blue Shield of Kansas City, on behalf of itself and its subsidiary, Good Health HMO, Inc., d/b/a Blue-Care, if applicable (collectively, "BCBSKC") and Jackson County ("Employer"). This Addendum shall be effective January 1, 2020 (the "Effective Date").

WHEREAS, the parties have entered into the Group Contract(s) numbered 31618000 and the associated Health and, if applicable, Dental Benefit Certificate(s) (collectively, the "Group Contract(s)"), pursuant to which BCBSKC has agreed to arrange for the provision of certain health care services and/or dental care to Employer's eligible Employees and their covered Dependents in accordance with the terms, conditions, limitations and exclusions specified in the Group Contract(s);

WHEREAS, the parties desire to implement an alternative funding arrangement for the Group Contract(s), as set forth herein; and

WHEREAS, this Addendum, while implementing an alternative funding arrangement, does not alter any terms or conditions of the benefits covered under the Group Contract(s).

NOW, THEREFORE, in consideration of the foregoing, the mutual promises and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

Article 1
Employer's Obligations

1.1 Funding under Group Contracts. Employer agrees that the funding for coverage under the Group Contract(s) shall be determined as set forth in this Addendum.

1.2 Fixed Premium. Employer shall pay BCBSKC, on a monthly basis, the Fixed Premium in accordance with Article 3.2.

1.3 Employer's Claims Obligations. In order to fulfill the Employer's total financial obligations under the terms of this Addendum, the Employer shall make payments to BCBSKC as set forth herein and in accordance with Article 3.1. For each month that this Addendum is in effect, Employer shall pay to BCBSKC an amount set forth in (a) and (b) below:

(a) the lesser of:

i. the Cumulative Paid Claims; or

ii. the Cumulative Monthly Claims Limit

LESS

(b) the Cumulative Prior Payment Amount.

Example:

	January	February	March	April
Paid Claims	70	80	110	90
Cumulative Paid Claims	70	150	260	350
Monthly Claims Limit	100	100	100	100
Cumulative Monthly Claims Limit	100	200	300	400
Cumulative Prior Payment Amount	0	70	150	260
Actual Payment Owed	70	80	110	90

Notwithstanding the foregoing: (1) Paid Claims in excess of the Individual Pooling Limit for any Covered Person will not be counted as Paid Claims for the purposes of the calculation set forth above; and (2) the Cumulative Monthly Claims Limit for the full Contract Period shall not be less than the Minimum Annual Claims Limit set forth in Exhibit A (Cost Plus Provisions).

1.4 Statutory Assessments. To the extent BCBSKC is required to pay any Statutory Assessments, Employer will pay BCBSKC an amount equal to the Statutory Assessments based upon BCBSKC's determination of such amounts. BCBSKC shall bill the Employer the applicable portion of these Statutory Assessments on the Monthly Settlement Report, and the Employer shall pay such Statutory Assessments in accordance with Article 3. If BCBSKC determines, in its sole and reasonable discretion, that its methodology for paying the Health Insurance Providers Fee (aka HIT Tax) was incorrect (e.g., BCBSKC required Employer to pay the HIT Tax on all amounts paid by Employer to BCBSKC, but BCBSKC subsequently determines that a portion of the amounts paid by Employer are not subject to the HIT Tax, or vice versa), resulting in an underpayment or overpayment by Employer of the HIT Tax, then BCBSKC shall notify Employer of the shortfall or excess, and: (a) Employer shall promptly pay to BCBSKC such shortfall; or (b) BCBSKC shall reimburse Employer for such excess (which may include, at BCBSKC's option, applying a credit to subsequent Employer invoices), as applicable. Notwithstanding the foregoing, BCBSKC's determination of the HIT Tax percentage set forth in Exhibit B (Rate Exhibits) is not subject to this Article 1.4.

1.5 Collateral. Upon BCBSKC's request, Employer shall procure a letter of credit (in such form as is reasonably acceptable to BCBSKC) from a financial institution reasonably acceptable to BCBSKC that evidences a commitment by the financial institution of funds payable to BCBSKC upon reasonable request (without any further or additional action or authorization by Employer). Employer shall maintain such letter of credit until the end of the Runout Period. Alternatively, upon BCBSKC's request, Employer shall deliver to BCBSKC an amount reasonably requested by BCBSKC as collateral ("Collateral") for Employer's obligations under this Agreement. In the event Employer fails to pay amounts due to BCBSKC hereunder, BCBSKC may use as much or all of the Collateral as is needed to satisfy Employer's obligations. Any unused Collateral will be returned to Employer at the end of the Runout Period.

Article 2
BCBSKC Rights and Obligations

2.1 Benefit Determinations. For the purpose of this Addendum, BCBSKC shall have the right to determine the amount of Benefits, if any, payable for any Covered Person. Employer delegates to BCBSKC discretionary authority to construe, interpret and apply the Plan of Benefits for purposes of processing claims and appeals. BCBSKC, as claims fiduciary, has the full, final, binding and exclusive discretion to construe, interpret and apply the terms of the Plan of Benefits as may be necessary in order to process claims and make determinations on appeal of claims. BCBSKC shall determine the extent of the benefits (if any) to which any Participant is entitled under the Plan of Benefits. BCBSKC shall have no liability for alleged or actual misinterpretations of the Plan of Benefits. Decisions by BCBSKC shall be complete, final and binding on all parties. Such determination shall be on the same basis as would be applicable under the Group Contract(s) in the absence of this Addendum. In the event of legal action against BCBSKC, by or on behalf of a Covered Person for Benefits under the Group Contract(s) with respect to a denied claim, BCBSKC, at its own expense, shall undertake the defense of such action and shall pay any judgment rendered therein. BCBSKC shall have the right to settle any such action. The Employer shall reimburse BCBSKC for the portion of any such judgment or settlement which is for a Paid Claim under the Group Contract(s), and such Paid Claim shall be administered in accordance with the terms of this Addendum, including Articles 1 and 3.

Article 3
Payment Due Dates, Grace Periods and Payment Changes

3.1 Monthly Settlement. Monthly payments for Paid Claims, Access Fees, Statutory Assessments and related charges, as indicated on the Monthly Settlement Report, are due and payable by the Employer within 31 calendar days following delivery to Employer by BCBSKC of the Monthly Settlement Report. The Employer shall have no grace period for such monthly payment.

3.2 Fixed Premium. The Fixed Premium is due and payable by the Employer the first day of each month; provided, that any Statutory Assessments and Access Fees will be due and payable by Employer with the Monthly Settlement as set forth in Article 3.1. The Employer shall have a grace period of 31 calendar days for such monthly Fixed Premium.

3.3 Changes in Employer's Obligation. BCBSKC reserves the right to change any and all fees, charges and factors upon a 31 calendar day written notice prior to the end of a Contract Period, to be effective for the following Contract Period.

3.4 Late Payment Charge. BCBSKC reserves the right to charge a late payment fee of $0 in each instance in which Employer fails to timely pay any amount due to BCBSKC in accordance with this Article 3.

Article 4
Amendments

4.1 General. Except as provided in Article 3.3, BCBSKC may amend any other term or condition of this Addendum upon 60 calendar days written notice to conform to statutes of the state in which this Addendum is issued for delivery.

4.2 Notice. Notice of an amendment may be in the form of a new Addendum, a rider, or an amendment to this Addendum or otherwise as BCBSKC may elect.

Article 5
Termination

5.1 Term. The term of this Addendum shall begin on the Effective Date and shall continue until terminated as set forth in this Article 5.

5.2 Termination by Either Party. This Addendum may be terminated by BCBSKC or the Employer provided such party gives the other party written notice of its election to terminate the Addendum at least 30 calendar days prior to the end of the then current Contract Period. This Addendum and the underlying Group Contract(s) shall automatically terminate on the date of termination of the Group Contract(s).

5.3 Termination Due to Material Default. Except as provided in Article 5.4 below, either party may terminate this Addendum for cause upon written notice if the other party materially defaults in the performance of a provision of this Addendum and such default continues for a period of 60 calendar days after written notice to the defaulting party from the aggrieved party stating the specific default.

5.4 Termination Due to Non-Payment. Notwithstanding anything to the contrary herein, if Employer fails to pay BCBSKC in accordance with Article 3, this Addendum and the underlying Group Contract(s) may be terminated by BCBSKC, effective retroactively to the last day of the month in which all amounts owed to BCBSKC for such month were paid by the Employer.

5.5 Runout.

(a) Runout Claims and Services. Upon termination of this Addendum, and except in the event of Employer's material breach of this Addendum (including Employer's non-payment), BCBSKC shall provide Runout Services for Runout Claims.

(b) Runout Services Fee and Claims Obligation. Monthly payments for Runout Claims and the Runout Services Fee are due and payable by Employer for each month during the Runout Period within [2 – 31] calendar days following delivery to Employer by BCBSKC of the Monthly Settlement Report. The Employer shall have no grace period for such payments. Unless Employer purchases Terminal Liability Coverage as set forth in Article 5.6 below, Employer shall have the total obligation for Runout Claims.

(c) Statutory Assessments for Runout Claims and/or Runout Services. To the extent that any Statutory Assessments apply to Employer's payment obligations under Article 5.5 and/or 5.6, as determined by BCBSKC in its sole and reasonable discretion, then Employer shall pay to BCBSKC an amount equal to such Statutory Assessments.

5.6 Terminal Liability Coverage. Employer may choose to purchase, at the time of execution of this Addendum, Terminal Liability Coverage; provided, that there is no Individual Pooling Limit with respect to Runout Claims. If Employer purchases Terminal Liability Coverage, the following shall apply:

(a) Terminal Liability Coverage Charges. Terminal Liability Coverage Charges will be included with the Pooling Charges and paid by the Employer in accordance with Article 3.2.

(b) Terminal Liability Factors. The Employer's obligation for Runout Claims is limited to the amounts set forth in the "Terminal Liability Factors" section of Exhibit B (Rate Exhibits) for each Coverage Class and Product Type combination, multiplied by the number of such Coverage Class and Product Type combinations, based on the greater of:

1. enrollment during the last month of the final Contract Period; or

2. the average enrollment during the last three (3) months of the final Contract Period.

5.7 Late Payment. BCBSKC reserves the right to charge a late payment fee of $0 in each instance in which Employer fails to timely pay any amount due to BCBSKC in accordance with this Article 5.

Article 6
General Provisions

6.1 Modification of Group Contracts. The provisions of the Group Contract(s) are amended to the extent necessary to be consistent with the provisions set forth in this Addendum and to that extent the provisions of this Addendum shall govern notwithstanding anything in the Group Contract(s) to the contrary.

6.2 Waiver. Neither the failure nor any delay by either party to exercise any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof, or the exercise of any other right, power or privilege. In the event that a party does waive any breach of any provision of this Addendum, such waiver shall not be deemed or construed as a continuing waiver of any breach of the same or different provision.

6.3 BlueCard Fees. Employer understands and agrees: (a) to pay certain fees and compensation to BCBSKC which BCBSKC is obligated under BlueCard to pay to Licensees, to the Blue Cross and Blue Shield Association, or to the BlueCard vendors; and (b) that fees and compensation under BlueCard may be revised from time to time without Employer's prior approval in accordance with

the standard procedures for revising fees and compensation under BlueCard. Some of these fees and compensation are charged each time a claim is processed through BlueCard and include, but are not limited to, access fees, administrative expense allowance fees, Central Financial Agency Fees, and ITS Transaction Fees. Other fees include, but are not limited to, an 800 number fee and a fee for provider directories. Employer may contact BCBSKC if Employer would like an updated listing of these types of fees. These fees are included in the Fixed Costs Fees and are guaranteed for the term of this Addendum.

6.4 BlueCard Recoveries. Under BlueCard, recoveries from a Licensee or from participating providers of a Licensee can arise in several ways, including, but not limited to, anti-fraud and abuse audits, provider/hospital audits, credit balance audits, utilization review refunds, and unsolicited refunds. In some cases, the Licensee will engage third parties to assist in discovery or collection of recovery amounts. The fees of such a third party are netted against the recovery. Recovery amounts, net of fees, if any, will be applied in accordance with applicable BlueCard policies, which generally require correction on a claim-by-claim or prospective basis. Unless otherwise agreed to by the Licensee, BCBSKC may request adjustments from the Licensee for full provider refunds due to the retroactive cancellation of membership only for one year after the Inter-Licensee financial settlement process date of the original claim. In some cases, recovery of claim payments associated with a retroactive cancellation may not be possible if the recovery conflicts with the Licensee's state law, provider contracts or jeopardizes its relationship with its providers.

6.5 BCBSKC Recoveries. BCBSKC may pursue recoveries of Paid Claims in accordance with its rules and procedures (including via the use of third parties acting on BCBSKC's behalf), which may arise in several ways, including but not limited to, anti-fraud and abuse audits, provider/hospital audits, utilization review refunds, and class action settlement recoveries from health care providers and manufacturers of health care or other products or services. Any recovery will be credited to the Employer, subject to the terms of this Addendum, as described in 6.5.1.

6.5.1. In the event the BCBSKC obtains, directly or through a third party, recoveries that relate to Paid Claims, the following will apply:

a. Employer shall first reimburse BCBSKC directly a pro rata portion of such recovery;
b. Such portion shall not exceed the amount BCBSKC has paid under the Agreement;
c. Such portion will be net of BCBSKC's portion of recovery fees;
d. Allocation of the recovery fees will be based upon the amount related to such recovery that was paid by BCBSKC and Employer; and
e. Employer will retain or receive the remaining portion of such recovery net of its portion of recovery fees.

6.5.2. Any amounts recovered by BCBSKC shall not apply to and shall not be used to satisfy the Individual Pooling limit.

6.6 Medical Value Payments. Employer acknowledges that BCBSKC may have value-based payment arrangements with providers participating in certain health care delivery programs, including but not limited to patient-centered medical homes, accountable care organizations or episode-based provider payments. These providers are known as "Blue Distinction Total Care" providers. Pursuant to such health care delivery programs, Blue Distinction Total Care providers may be eligible for alternative payments, in lieu of or in addition to, traditional fee-for-service reimbursement, including but not limited to, withholds, bonuses, incentive payments, provider credits and member management fees (collectively, "Medical Value Payments"). The amount of Medical Value Payments Blue Distinction Total Care providers receive is specific to the Blue Distinction program and/or provider and may or may not be directly related to Employer, any Covered Person, or any other group or individual. Employer acknowledges that Medical Value Payments payable to any one or more Blue Distinction Total Care providers (a) will be included in Paid Claims, (b) may include compensation for services that are related to Covered Services, including, but not limited to, coordination of care, and (c) may include compensation in recognition of Blue Distinction Total Care provider's achievement of stated performance objectives, including, but not limited to, quality of care, patient outcomes or cost.

6.7 BCBSKC Prescription Drug Program. BCBSKC contracts with a pharmacy benefit manager ("PBM") for certain prescription drug administrative services, including prescription drug rebate administration and pharmacy network contracting services.

Under the agreement, PBM obtains rebates from drug manufacturers based on the utilization of certain prescription products by Covered Persons, and PBM retains the benefit of the rebate funds prior to disbursement. In addition, pharmaceutical manufacturers pay administrative fees to PBM in connection with PBM's services of administering, invoicing, allocating, and/or collecting rebates. Such administrative fees retained by PBM in connection with its rebate program do not exceed the greater of (i) 4.58% of the average wholesale price, or (ii) 5.5% of the wholesale acquisition cost of the products. AWP does not represent a true wholesale price, but rather is a fluctuating benchmark provided by third party pricing sources. PBM may also receive other service fees from manufacturers as compensation for various services unrelated to rebates or rebate-associated administrative fees.

In addition, BCBSKC and PBM also contract with pharmacies to provide prescription products at discounted rates for BCBSKC members. The discounted rates paid by PBM and BCBSKC to these pharmacies differ among pharmacies within a network, as well as between networks. For pharmacies that contract with the PBM, the amount paid by BCBSKC to PBM under the BCBSKC contract with the PBM may vary from the various discount rates PBM pays to the pharmacies. Thus, where the BCBSKC rate exceeds the rate the PBM negotiated with a particular pharmacy, the PBM will realize a positive margin on the applicable prescription. The reverse may also be true, resulting in negative margin for the PBM. In addition, when the PBM receives payment from BCBSKC before payment to a pharmacy is due, the PBM retains the benefit of the use of these funds between these payments. BCBSKC is guaranteed a minimum level of discount whether through the PBM or where BCBSKC directly contracts with network pharmacies, which could result in the amount paid by Employer to be more or less than the amount PBM and/or BCBSKC pay to pharmacies.

Employer acknowledges and agrees for itself and its Covered Persons that BCBSKC is not acting as a fiduciary with respect to rebate administration, pharmacy network management, or the prescription drug plan. Employer further acknowledges for itself and its Covered Persons that BCBSKC receives rebates from the PBM and may receive positive margin in connection with the pharmacy network, as well as other financial credits, administrative fees and/or other amounts from network pharmacies, drug manufacturers or the PBM (collectively "Financial Credits"). Employer acknowledges and agrees for itself and its Covered Persons thatBCBSKC shall retain sole and exclusive right to all Financial Credits, which constitute BCBSKC property (and are not plan assets), and BCBSKC may use such Financial Credits in its sole and absolute discretion, including without limitation to help stabilize BCBSKC's overall rates and to offset expenses, and BCBSKC does not share Financial Credits with the Employer.

Without limitation to the foregoing, Employer acknowledges and agrees to the following ("Financial Credit Rules") for itself and its Covered Persons that: (1) Employer and/or Covered Persons shall have no right to receive, claim or possess any beneficial interest in any Financial Credits; (2) Applicable drug benefit copayments, coinsurance, outpatient prescription drug deductible, deductible and/or maximum allowable benefits (including without limitation Calendar Year Maximum and Lifetime Maximum benefits) shall in no way be adjusted or otherwise affected as a result of any Financial Credits, except as may be required by law; (3) Any deductible and/or coinsurance required for prescription drugs shall be based upon the allowable charge at the pharmacy, and shall not change as a result of any Financial Credits, except as may be required by law; and (4) Amounts paid to pharmacies or any prices charged at pharmacies shall in no way be adjusted or otherwise affected as a result of any Financial Credits.

6.7.1 Pharmacy Carve-In Credits. BCBSKC agrees to provide Employer with pharmacy carve in-credits as provided in this section. The carve-in credit shall be $13.00 per member per month, and shall be paid on a quarterly basis through a credit against amounts invoiced and due from Employer. The number of members shall be determined from the actual enrollment in the health plans with prescription drug coverage.

BCBSKC has the right, upon notice, to make an equitable adjustment to the carve-in credit amount in the event there is:

(a) a material change in the conditions or assumptions utilized in providing the carve-in credit;
(b) a material change in the size or demographic's of the Employer's membership;
(c) Employer takes an action that has the effect of lowering the amount of Financial Credits available to BCBSKC; or
(d) A material change in law or the pharmacy benefit industry that adversely impacts BCBSKC's ability to obtain Financial Credits.

Employer agrees to fully and accurately disclose and report pharmacy carve-in credits and any other discount, rebate, or other credit received by Employer or retained by BCBSKC and/or its PBM, as required by law.]

6.8 Entire Agreement. This Addendum and the Group Contract(s) constitute the entire Agreement between the parties concerning this subject matter and supersede all other agreements, representations or communications, oral or written, between the parties or their predecessors

relating to the transactions contemplated by or which are the subject matter of this Addendum, and both parties understand and agree that prior agreements, practices or statements inconsistent with the language, terms and conditions of this Addendum are of no force or effect.

Article 7
Definitions

Access Fee The amount paid by Employer to BCBSKC for network management and access, determined as set forth in Exhibit A (Cost Plus Provisions) Exhibit B (Rate Exhibit) for each Coverage Class and Product Type combination, multiplied by the number of such Coverage Class and Product Type combinations in effect as of the first day of such month.

Contract Period The current contract term specified in the Group Contract(s) (which may be referred to in the Group Contract(s) as "Contract Year").

Coverage Class The level of coverage selected by an Employee as set forth in Exhibit B (Rate Exhibits) (e.g., "Individual", "Family", etc.).

Covered Person(s) Those individuals as defined in the Group Contract(s).

Covered Services Those services, supplies, equipment and care as defined in the Group Contract(s).

Cumulative Monthly Claims Limit The amount of Paid Claims for all Covered Persons' Covered Services for a Contract Period at which Employer has no further obligation, calculated as the sum of the Monthly Claims Limit for each month of the Contract Period to date.

Cumulative Paid Claims The sum of Paid Claims for each month of the Contract Period to date.

Cumulative Prior Payment Amount The sum of the amounts paid by Employer under Article 1.3 for each prior month (i.e., excluding the current month in question) of the Contract Period to date.

Fiduciary as used in this Agreement means Fiduciary as defined in ERISA at 29 U.S.C. 1002 (21)(A) and has no other meaning at law or in equity.

Fixed Cost Fees The amount of money to be paid by the Employer to BCBSKC for services under the Group Contract including such services as claims processing and investigation, utilization management, claims management, production and distribution of member identification cards, wellness services, web-based member services, brokerage fees, BlueCard fees and other general services. For any month during the Contract Period, Fixed Cost Fees shall equal the amounts set forth in the Fixed Cost Fees section of Exhibit B (Rate Exhibit) for each Coverage Class and Product Type combination, multiplied by the number of such Coverage Class and Product Type combinations in effect as of the first day of such month.

Fixed Premium The Fixed Cost Fees, Pooling Charges, Access Fees and Statutory Assessments as set forth in Exhibit A (Cost-Plus Provisions) and/or Exhibit B (Rate Exhibits), as applicable; provided, that the Access Fees and any Statutory Assessments shall be billed with the Monthly Settlement Report.

Group Contract(s) Those Group Contract(s) identified in Exhibit A (Cost Plus Provisions).

Individual Pooling Limit The amount at which any Paid Claims for a Covered Persons' Covered Services in excess of such amount during a Contract Period are not counted as Paid Claims for purposes of determining Employer's claims obligations under Article 1.3 during such Contract Period. The Individual Pooling Limit does not include any capitated payments associated with any Paid Claims or Covered Services. Capitated payments include, but are not limited to, Medical Value Spira Care Capitation Payments. Medical Value Spira Care Capitation Payments are value-based payment arrangements with providers participating in certain health care delivery programs, including patient-centered medical homes, accountable care organizations or episode-based medical management. The Individual Pooling Limit does not include Spira Care Capitation Payments. The Individual Pooling Limit does not include Spira Care Capitation Adjustments.

Monthly Claims Limit For any month during the term of this Addendum, the amounts set forth in the Monthly Claims Limit section of Exhibit B (Rate Exhibit) for each Coverage Class and Product Type combination, multiplied by the number of such Coverage Class and Product Type combinations in effect as of the first day of such month.

Monthly Settlement Report The Employer claims, network access and other obligations as reported for a given month by BCBSKC. The Monthly Settlement Report may include Paid Claims, Access Fees and Statutory Assessments, and, during the Runout Period, Runout Services Fee, as applicable.

Paid Claims All payments for Covered Services during the Contract Period and the Runout Period for claims that were incurred between 01/01/2019 and 12/31/2020 for the Individual Pool Limit and between 01/01/2019 and 12/31/2020 for the Monthly Claims Limit while this Addendum was in effect, or for claims that were incurred under this Addendum between the parties for the previous Contract Period, if applicable; including Medical Value Payments and other provider charges, such as capitation (including Spira Care Capitation Payments), when applicable. Paid Claims are those amounts paid to a provider, which the provider has agreed to accept as payment in full at the time of claim payment for Covered Services provided to Covered Persons. Paid Claims are not reduced by any administration fees, network management fees, provider and pharmaceutical rebates, incentive arrangements, or any other reductions or credits a provider may periodically give BCBSKC, or any other amounts that a provider may pay BCBSKC for services such as administration, marketing, managed care or quality improvement programs performed by BCBSKC for the provider. BCBSKC retains these amounts and they do not reduce the amount of Paid Claims. All services are deemed to be incurred on the date the service was actually rendered. A claim shall be deemed to be paid when a valid draft for payment of such benefit has been issued to the person or persons authorized for such purpose by agreement of the Employer and BCBSKC.

Plan Sponsor as used in as used in this Agreement means Plan Sponsor as defined in ERISA at 29 U.S.C. (16)(B) and has no other meaning at law or in equity.

Pooling Charges The amount payable by the Employer to BCBSKC for limiting the Employer's claims obligation under the terms of the Cumulative Monthly Claims Limit and Individual Pooling Limit, and, if applicable, for Terminal Liability Coverage. For any month during the Contract Period, Pooling Charges shall equal the amounts set forth in the Pooling Charges section of Exhibit B (Rate Exhibit) for each Coverage Class and Product Type combination, multiplied by the number of such Coverage Class and Product Type combinations in effect as of the first day of such month.

Product Type The type of product(s) offered by Employer to Covered Persons, as set forth in Exhibit B (Rate Exhibits) (e.g., Blue Advantage, Blue Care, Dental, etc.).

Runout Claims Claims for Covered Services incurred by Covered Persons prior to the termination of this Addendum but paid by BCBSKC during the Runout Period. For purposes of clarification, Runout Claims do not include claims incurred after termination of this Addendum.

Runout Period The first twelve (12) months following termination of this Addendum.

Runout Services The services provided by BCBSKC for Runout Claims after termination of this Addendum.

Runout Services Fee The fee payable by Employer to BCBSKC for Runout Services, which is equal to the sum of: (a) ten percent (10%) of Runout Claims during the month; and (b) ten percent (10%) of the difference between billed charges and the Allowable Charge for all Runout Claims (i.e., 10% of network discounts) during the month.

Statutory Assessments Governmental entities assess a variety of fees, taxes, surcharges and/or assessments on employer-sponsored health coverage. These include, but are not limited to, state premium taxes, Affordable Care Act (ACA) assessments such as the Health Insurance Providers Fee, the Patient-Centered Outcomes Research Institute Fee (aka Comparative Effectiveness Fee) and the Transitional Reinsurance Fee, as well as miscellaneous state or local assessments, including but not limited to, the New York Healthcare Reform surcharge and the Maine Dirigo Access Payment.

Terminal Liability Coverage Coverage for Runout Claims exceeding a specified maximum at termination of this Addendum.

Terminal Liability Coverage Charges The cost associated with the purchase of Terminal Liability Coverage.

Other Defined Terms Any other capitalized term used in this Addendum and not specifically defined herein, shall have the meaning ascribed to it in the Group Contract(s).

IN WITNESS WHEREOF, BCBSKC and Employer have caused this Addendum to be executed effective as of the Effective Date.

Jackson County	**Blue Cross and Blue Shield of Kansas City**
BY:_____	BY:_____
NAME: _____	NAME: _____
TITLE:_____	TITLE:_____
DATE:_____	DATE:_____

Exhibit A
Cost Plus Provisions

1. This Addendum shall be applicable to:

   __X__ Employer's Group Health Contract: Group Number(s) 31618000
   _____ Employer's Group Dental Contract: Group Number(s) _____

2. The Individual Pooling Limit per Covered Person shall be $200,000.

3. The Access Fee is due and payable with the Monthly Settlement Report and shall be:

   $20.00 per Employee per month

4. Minimum Annual Claims Limit:

   The greater of: (a) $14,564,285; or (b) 90% of the amounts set forth in the Monthly Claims Limit section of Exhibit B (Rate Exhibit) for each Coverage Class and Product Type combination, multiplied by the number of such Coverage Class and Product Type combinations for the first month of the Contract Period, times the number of months of the Contract Period as defined in Article 7.

Exhibit B
Rate Exhibits

Fixed Premium

1. The Fixed Cost Fees are as follows:

Employee	$25.53
Employee + One	$63.82
Family	$74.66

2. Pooling Charges (including Terminal Liability Coverage Charges, if applicable) are as follows:

Employee	$37.54
Employee + One	$93.84
Family	$109.78

3. Access Fees are as follows:

$20.00 per Employee per month

4. Statutory Assessments are as follows:

A. The Health Insurance Providers Fee (aka HIT Tax) is due and payable with the Monthly Settlement Report and shall be 2.6% of the sum of the amounts payable under Articles 1.2 1.3 and 1.4.

B. The Patient-Centered Outcomes Research Institute Fee (aka Comparative Effectiveness Fee) is due and payable with the Monthly Settlement Report and shall be $0.00 per Covered Person (which equals $0.00 per Covered Person per month).

Exhibit B
Rate Exhibits

Rate Factors

1. 1. **Monthly Claims Limit Factors are as follows:**

	HMO	PCB PPO	PCB BlueSaver
Employee	$666.67	$651.97	$609.08
Employee + One	$1,503.32	$1,474.88	$1,390.46
Family	$1,863.59	$1,819.94	$1,694.56

	EPO	BSP Spira	BlueSaverSpira
Employee	$586.13	$566.67	$514.67
Employee + One	$1,321.79	$1,277.82	$1,174.92
Family	$1,638.42	$1,584.05	$1,431.87

2. **Terminal Liability Factors are as follows:**

	HMO	PCB PPO	PCB BlueSaver
Employee	$1,000.00	$977.95	$913.62
Employee + One	$2,254.97	$2,212.32	$2,085.68
Family	$2,795.38	$2,729.91	$2,541.85

	EPO	BSP Spira	BlueSaver Spira
Employee	$879.19	$850.00	$772.00
Employee + One	$1,982.69	$1,916.73	$1,762.38
Family	$2,457.63	$2,376.08	$2,147.80

Performance Standards Agreement
Jackson County, Missouri

BlueCross BlueShield of Kansas City
An Independent Licensee of the Blue Cross and Blue Shield Association

Administrative Performance Measure
Claims Processing
Claims Administrative Accuracy Administrative accuracy shall be determined by reviewing a statistically valid sample of medical/dental claims for the correctness of coding accuracy in the administration of the plan. Examples of administrative errors include correct amounts sent to the wrong payee, and/or misapplied deductibles and maximums that do not result in payment errors. Administrative accuracy errors do not include any claims that affect claims payment or deductible accumulation, nor any errors that are corrected by Company prior to audit. Administrative accuracy will be determined by counting the number of claims in a monthly sample that contains one or more coding errors (errors that do not affect claim payment) divided by the total number of claims in the sample. The resulting number shall than be subtracted from 1.00 to determine the administrative accuracy rate.
Performance Standards: **97% and greater accuracy No Penalty** **92% to 96.9% accuracy $15,000 Penalty** **Accuracy less than 92% $30,000 Penalty**
Claims Financial Accuracy Financial accuracy shall be determined by reviewing a statistically valid sample of medical and dental claims for the dollar amount of payment errors. Payment errors for financial accuracy shall be defined as claims payments that are either overpayments or underpayments of the amounts due to plan participants (i.e. payment in the wrong amount, duplicate payments, payment for non-eligible benefits, misapplied deductible or maximums resulting in payment errors). A financial error that is corrected by Company prior to audit shall not be considered as being a payment error. Overpayments and underpayments made on the same claim to the same provider that result in a correct net payment being made to such provider on such claim shall not be considered a financial payment error. Financial accuracy of claims payments will be based on the dollar value of the payment errors measured as a percentage of total paid claims (dollar value of payment errors divided by the total dollars paid). The resulting number shall then be subtracted from 1.00 to determine the financial accuracy rate. Performance Standards: Company shall process all claims with a Financial Accuracy of 99% or better.
Performance Standards: **99% and greater accuracy No Penalty** **98.9% to 92% accuracy $15,000 Penalty** **Accuracy less than 92% $30,000 Penalty**
Claims Processing Timeliness Claims processing timeliness shall be determined by reviewing claims systems reports for the length of time incurred in processing clean medical claims. Clean medical and dental claims are defined as claims that do not require investigation or intervention. Claims requiring investigation include all claims that are not yet processed and are being held until Company is provided with all information

Performance Standards Agreement
Jackson County, Missouri

BlueCross BlueShield of Kansas City
An Independent Licensee of the Blue Cross and Blue Shield Association

Administrative Performance Measure
pertinent to the claims as requested by Company and as necessary for processing of the claim. Claims requiring intervention include but are not limited to COB claims, claims requiring medical review, etc. Claims requiring investigation or intervention will not be considered for claims processing timeliness. Claims processing time will be determined by measuring the interval of business days between the date the clean claim is received by Company and the date the claim is finalized by Company. Performance Standards: Company shall process 95% or more of all clean claims within fourteen business days.
Performance Standards: **95% or more within 14 days—No Penalty** **90% to 94.9% within 14 days—$15,000 Penalty** **Less than 90% within 14 days—$30,000 Penalty**

Administrative Performance Standards - General Principles

The Administrative Performance Guarantees penalty amounts apply to medical administrative fees as outlined in the Administrative Services Agreement between Blue Cross and the group and will be adjusted in accordance with the performance standards set forth below. The performance measures will be effective January 1, 2020, and will remain in force through December 31, 2020 (hereinafter the "Measurement Period"), or until termination of the Administrative Services Agreement between the two parties, whichever is sooner. Administrator will place a maximum of $90,000 of medical administrative fee at risk. For each category, performance will be measured by, and penalties, if any, will be calculated on the basis of Administrators audits, surveys, or reports as described in this document. The group retains the right to have internal or external auditors verify the accuracy of Administrators reported results at the Group's expenses.

1. Measurement of Administrator performance against the standards shall be performed and reported to Group by Administrator on a quarterly basis or as otherwise noted.
2. The measures discussed herein are average measures relative to the entire Measurement Period, as set out above. The Appropriate penalties will be paid if the result fails to meet the established goal for the entire Measurement Period. Select measures will be reported on a quarterly basis for illustrative purposes only.
3. This performance guarantee agreement applies only in regard to Group's health services provided directly by Administrator. It is not intended to apply to any other service of coverage, including but not limited to dental and/or life insurance coverage, and carve-outs such as vision, prescription drug card and mental health.
4. Any material failure on the part of Group or its designee to perform on a timely basis those responsibilities specified in the Administrative Services Agreement referenced in Paragraph I. above, that are necessary and integral to the Performance Guarantees made by the Administrator shall void, until such time they have been corrected, the applicable Performance Guarantee and the Administrator shall be held harmless.

Payment of Penalties

Although we will provide quarterly performance reports, penalties will be assessed for any Plan Year in which the Company fails to meet or exceed the Performance Standards specified herein for Claims Administrative Accuracy, Claims Financial Accuracy, and Claims Processing Timeliness. Performance will be calculated based on an annual average excluding the best and worst months.

Performance Standards Agreement
Jackson County, Missouri

BlueCross BlueShield of Kansas City

An Independent Licensee of the Blue Cross and Blue Shield Association

Audit of Performance

Plan Sponsor agrees to accept the results and the methodology as defined therein under the Company's internal Quality Assurance Review process as the measurement of the criteria set forth in this Agreement.

Except as stated herein, this Agreement shall not be construed to otherwise change any of the terms or conditions of the Master Contract.

Approved and agreed to this _____ day of _____, 2019.

Jackson County:

By: _____

Name: _____

Title: _____

Blue Cross and Blue Shield of Kansas City

By: _____

Name: _____

Title: _____

SPIRA CARE DISCLOSURE

ASO AND COST-PLUS GROUP CONTRACTS

You have chosen to participate in Blue Cross and Blue Shield of Kansas City's (Blue KC) Spira Care program. There are some special financial features of Spira Care that we describe here.

Introduction. Spira Care provides a financial incentive to participating healthcare providers to use their medical judgment in a fashion that provides cost effective, appropriate medical care. Spira Care healthcare providers may receive additional compensation if they operate in a fashion that shows a beneficial cost impact (as measured by standards described later in this disclosure).

Provider Partners. Initially, Spira Care will operate through an arrangement with third-party healthcare provider organizations (collectively, the "**Provider Partners**"). Members will go the Spira Care clinics to receive care from these Provider Partners through the Spira Care program.

Group's Capitation Payments. Your group will pay a per-member per-month (**"Capitation"**) amount for services provided to your members through the Spira Care clinics. This Capitation amount will cover your group's expense for services provided through the Spira Care clinics, except for (a) drugs dispensed at the Spira Care clinics, and (b) any behavioral health services that are beyond what must be provided to members without cost-sharing under the Mental Health Parity and Addiction Equity Act. Your group will be required to pay those drug and behavioral health expenses in the normal way under your contract. They will not be covered by the Capitation amount you pay for services provided through the Spira Care clinics.

The Capitation amount for Spira Care will vary by the age and sex of members and may adjust on January 1 of each year, regardless of your group's plan year. And the Capitation amount for those members covered by a qualified high-deductible health plan will generally be less than the Capitation amount for those members not covered by such a plan.

In addition to receiving the Capitation amount, Blue KC and the Provider Partners will charge those members covered by a qualified high-deductible health plan who have not yet satisfied their deductible for the year an allowable charge for each visit involving non-preventive services. Blue KC and the Provider Partners will collect and keep this allowable charge.

Clinic Operating Performance. There are two special financial aspects of Spira Care. The first involves what is called a **"Clinic Operating Expenses"** calculation. The actual expenses in operating the Spira Care clinics (the Clinic Operating Expenses) for a year may be more or less than the total of the Capitation payments and any member cost-sharing payments made to the Provider Partners for the year. Blue KC and/or the Provider Partners will effectively bear responsibility for the clinic operating performance. Your plan will not be required to pay an additional Capitation amount to make up for any Clinic Operating Expense shortfall.

In determining whether there is an operating loss or gain from the Spira Care clinics, the Clinic Operating Expenses will include not only items like rent, utilities, medical record software, drug acquisition costs, and information technology support, but also the compensation paid to the healthcare professionals associated with the Spira Care clinics for providing care to members who

have selected Spira Care. And in determining the income associated with the clinics (for purposes of determining any clinic operating loss or gain), that income will include not only the total of the Spira Care Capitation and member cost-sharing payments made for the year, but also any amounts paid for drugs dispensed at the clinic.

Sharing of Cost Savings (or Losses). The second special financial feature of Spira Care is that one or more of the Provider Partners will, while making appropriate medical decisions, have a financial incentive to generate savings in the total cost of healthcare provided to members who have selected Spira Care. By total cost of healthcare we mean not just the cost of care provided by the Provider Partner but the cost of all covered healthcare provided to members in the Spira Care program, including care provided outside the Spira Care clinics.

In determining whether there have been cost savings, Blue KC will establish a benchmark and compare the Spira Care program's total cost of healthcare provided to members against that benchmark.

Savings. The intent is that the Provider Partners will perform well, as measured by the standard above, generating savings from what one might otherwise have projected healthcare costs to be. If so, one or more of the Provider Partners will receive incentive compensation equal to a percentage of the savings for the year in question (as those savings are determined under the calculations above).

To pay for all or part of any incentive compensation earned by the Provider Partners, groups in the Spira Care program in subsequent years may pay a larger Capitation amount for Spira Care, or Blue KC may charge higher administrative fees, or both. When successful, the group will experience the benefits of the Spira Care program in real time by seeing its healthcare costs decrease from what one might otherwise have projected them to be.

Losses. If the Provider Partners are not successful in generating savings, and the total cost of care for the Spira Care members instead shows a "loss" (determined under the calculations noted above), one or more of the Provider Partners will be required to bear a portion of that loss. In that event, one or more of the Provider Partners will make a payment to Blue KC equal to a percentage of the loss for the year. This payment will not be credited directly to your group. That means your group will have paid a Spira Care Capitation amount, as well as other healthcare expenses, a portion of which will ultimately come back to Blue KC and not back to your group.

Savings and Losses Not Based on Your Individual Group's Experience. Cost savings or losses will be determined across all groups that participate in Spira Care, including both self-insured and insured groups. This means savings or losses will not be determined based on your group's particular experience. And if any savings or losses are reflected in future years' Capitation amounts, the effect on your group will depend on the number of members in your group during the later year for which the Capitation is adjusted. Further, any Capitation adjustments for future years (to reflect savings or losses) may be different for insured groups that are not Cost-Plus groups than for ASO and Cost-Plus groups.

Blue KC's Interest in Provider Partners. Blue KC, or a subsidiary of Blue KC, has an ownership interest in one or more of the Provider Partners, and has the potential to obtain additional

ownership in at least one of the Provider Partners. As a consequence, payments made to those Provider Partners may have a financial impact on Blue KC.

Blue KC or Subsidiary. The financial arrangements with the Provider Partners may actually be made between those providers and a subsidiary of Blue KC, rather than with Blue KC directly.

Agreed to and acknowledged:

By: _____
Name: _____
Title: _____
Date: _____