

Jackson County

Preferred-Care Blue PPO Plan

Benefit & Rate Confirmation

(Effective January 1, 2015)



FILED
DEC 11 2014
MARY JO SPINO
COUNTY CLERK

**Benefit and Rate Confirmation
Jackson County – Preferred-Care Blue PPO Plan**

Preferred-Care Blue
Copayment, Deductible, Coinsurance and Limits

<i>Hospital and Physician</i>		
	<u>In Network</u>	<u>Out of Network</u>
Calendar Year Deductible		
Individual	\$250	\$1,000
Family	\$750	\$3,000
Coinsurance Member Pays		
Preferred		10%
Non-Preferred		20%
Out-of-Pocket Maximum <i>(Includes Deductible, Coinsurance & All Copays)</i>		
Preferred	<u>Individual</u> \$3,500	<u>Family</u> \$7,000
Non-Preferred	\$7,000	\$14,000
Physician Office Visit		
Preferred		
PCP		\$30 Copay*
Specialist		\$60 Copay*
Non-Preferred		Deductible & Coinsurance
<small>*Copay applies to the Office Visit Charge Only. Other procedures performed in a Physician's office are subject to the applicable deductible and coinsurance level unless otherwise specified in the benefit schedule.</small>		
Pediatric Obesity Office Visit (up to 4 per year for overweight and obese only)		
Preferred		No Copay
Non-Preferred		No Benefit
Pediatric Obesity Nutritional Counseling (up to 4 per year for overweight and obese only)		
Preferred		No Copay
Non-Preferred		No Benefit
Lab Services		
Preferred		
Physician's Office / Independent Lab		No Copay*
Outpatient Facility/Hospital		Deductible & Coinsurance
Non-Preferred		Deductible & Coinsurance
X-ray and other Radiology Procedures		
Preferred		Deductible & Coinsurance
Non-Preferred		Deductible & Coinsurance

**Benefit and Rate Confirmation
Jackson County – Preferred-Care Blue PPO Plan**

<i>Hospital and Physician (cont'd.)</i>	
Routine Preventive Care Preferred	Expanded (ACA Compliant) Women's Preventive*** Routine Services: 100% Related OV: 100% Deductible & Coinsurance
Non-Preferred	
Routine Vision Care Preferred	\$10 Copay Deductible & Coinsurance
Non-Preferred	
Prenatal Program	Yes
Emergency Room	\$200 Copay then Deductible & Preferred Coinsurance <i>Copay waived if admitted to a Hospital</i>
Urgent Care Benefit Preferred	\$50 Copay* Deductible & Coinsurance
Non-Preferred	

<i>Mental Illness/Substance Abuse</i>	
Inpatient Mental Illness/Substance Abuse	Deductible & Coinsurance
Outpatient Mental Illness/Substance Abuse Office Visit	\$30 Copay*
Outpatient Mental Illness/Substance Abuse Therapy	Deductible & Coinsurance

***Routine Women's Preventive required under the Affordable Care Act of 2010 ("ACA")

**Benefit and Rate Confirmation
Jackson County – Preferred-Care Blue PPO Plan**

<i>Ancillary/Miscellaneous</i>	
Air Ambulance	Deductible & Preferred Coinsurance
Ground Ambulance	Deductible & Preferred Coinsurance <i>No limit per trip</i>
Home Health Services	Deductible & Coinsurance <i>60 visit Calendar Year Maximum</i>
Skilled Nursing Facility	Deductible & Coinsurance <i>30 day Calendar Year Maximum</i>
Inpatient Hospice	Deductible & Coinsurance <i>14 Day Lifetime Max</i>
Outpatient Therapy (Speech, Hearing, Physical and Occupational)	Deductible & Coinsurance <i>Combined 40 visit Calendar Year Maximum for Physical & Occupational Therapy</i> <i>Combined 20 visit Calendar Year Maximum for Speech & Hearing Therapy</i>
Chiropractic Services <small>*Copay applies to the Office Visit Charge Only. Other procedures performed in a Chiropractor's office are subject to the applicable deductible and coinsurance level unless otherwise specified in the benefit schedule.</small>	Network: \$60 Copay* Non-Network: Deductible & Coinsurance
Infertility/Impotency	\$10,000 lifetime benefit maximum; drugs are covered at 50% after applicable copay

Benefit and Rate Confirmation
Jackson County – Preferred-Care Blue PPO Plan

<i>Outpatient Prescription Drugs</i>	
Network	BCBSKC Rx
Rx Deductible	None
Long-Term Supply – Mail order only	All covered drugs
Retail Copays: Tier 1/Tier 2/Tier 3	\$12/50/70
Mail Order Copays: Tier 1/Tier 2/Tier 3	\$30/125/175
Contraceptives:	Generic contraceptive drugs covered at 100% Injectables, implants, and devices covered at 100%
Over the Counter Drugs <i>(Prevacid OTC, Prilosec OTC, Loratadine/Loratadine-D tablets including rapidly dissolving tablets, and syrup (generic for Claritin and Alavert products) & Zyrtec</i>	\$1 Copay
Out-of-Network:	50% after Copay
ExpressScripts Program:	BlueKC Network without Walgreen's Select Home Delivery

<i>Other</i>	
Lifetime Maximum	Unlimited
Dependent Limiting Age	26
Maternity	Covered
Dependent Daughters	Covered for maternity
Eligibility/Termination	First day of month/last day of month
Domestic Partner Amendment – Coverage for same sex and opposite sex coverage	Covered
Coverage for Legally Married Same Sex Spouse	Yes
Wellness Fund (Group Total)	\$75,000
	<i>*Amount applies to group as a whole and amount is not available for each unique product the group offers.</i>
Nurse Line	Yes
Compass Services	Not Eligible/Not Available

**Benefit and Rate Confirmation
Jackson County – Preferred-Care Blue PPO Plan**

<i>Underwriting</i>	
Minimum percent of Eligible employees covered	75%
Percentage threshold of total employee enrollment at renewal based on prior year's enrollment	90%
Classification of Eligible Employees	See Attached
Waiting Period	See Attached
Minimum Employer Contribution	75% cost of Eligible Employees/50% total account premium
Section 125 Enrollment Provisions	Yes
Insurance Coverage Creditable (Medicare Part D)	Yes
Start Date of Annual Enrollment Period	30 days prior to group anniversary date
End Date of Annual Enrollment Period	15 days after group anniversary date
Contract Term	12 months
Subsequent Renewal Terms	12 months
Renewal Notification	180 Days Preliminary; 120 Days Final
Next Renewal	1/1/16
Reinstatement Fee	\$500
Subject to ERISA	No

<i>Mandated Offerings</i>	
Speech and Hearing Disorders	<input type="checkbox"/> Accept <input checked="" type="checkbox"/> Reject
Child Health Supervision Services	<input type="checkbox"/> Accept <input checked="" type="checkbox"/> Reject
Pregnancy Termination	<input type="checkbox"/> Accept <input checked="" type="checkbox"/> Reject


**Benefit and Rate Confirmation
Jackson County – Preferred-Care Blue PPO Plan**

Rates	
Employee Family	See Cost Plus Agreement
<u>Direct Bill Cobra</u>	
Employee	\$686.01
Family	\$1,907.07

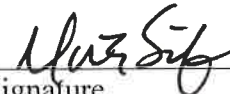
A Healthier You™	
<i>Select only one:</i>	
<input type="checkbox"/> AHY 100+ <input checked="" type="checkbox"/> AHY Platinum (1000+) <input type="checkbox"/> Decline AHY (approval needed)	
AHY for Subscriber and Spouse with Medical Coverage	Included in premium

Funding	<input type="checkbox"/> ASO <input checked="" type="checkbox"/> Cost Plus <input type="checkbox"/> Insured <input type="checkbox"/> Other

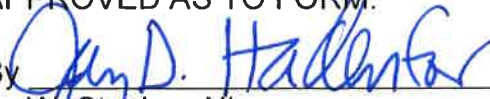
Confirmed by Jackson County:


 Signature
 Q. Troy Thomas,
 Director of Finance & Purchasing
 Title
 November 20, 2014
 Date

Accepted by Blue Cross and Blue Shield of Kansas City:


 Signature
 UNDFUWKITEK
 Title
 11/25/14
 Date

APPROVED AS TO FORM:

By 
 W. Stephen Nixon,
 County Counselor

ATTEST BY:


 Mary Jo Spino
 Clerk of the County Legislature

Jackson County

Blue-Care Low HMO Plan

Benefit & Rate Confirmation

(Effective January 1, 2015)



**Benefit and Rate Confirmation
Jackson County – Blue-Care HMO Low Plan**

Blue-Care Low
Copays and Limits

Physician	
Primary Care Office Visit	\$35 Copay
Specialty Care Office Visit	\$70 Copay
Pediatric Obesity Office Visit (up to 4 per year for overweight and obese only)	No Copay
Pediatric Obesity Nutritional Counseling (up to 4 per year for overweight and obese only)	No Copay
Expanded (ACA Compliant) Women's Preventive** and Related Office Visit	No Copay
Routine Vision	\$10 Copay
Allergy Testing	\$100 Copay
Urgent Care	\$60 Copay
	<i>(Urgent Care copay waived if services provided at local Retail urgent care clinic)</i>
Pre-natal Program	Yes

Hospital	
Emergency Room	\$200 Copay <i>Copay waived if admitted to a hospital</i>
MRI, MRA, CT, and PET scans performed in a Physicians office, imaging center or other outpatient setting (including a hospital)	\$200 Copay
Inpatient Hospital Services or Outpatient Surgery in Hospital or other Outpatient Facility	\$400 Copay Per Day <i>Copays limited to five copays per member per calendar year</i>

Out-of-Pocket Maximum	
Out-of-Pocket Maximum <i>(Includes All Network Member Cost Sharing)</i>	
Individual	\$3,500
Family	\$8,750

****Routine Women's Preventive services required under the Affordable Care Act of 2010 ("ACA")**

**Benefit and Rate Confirmation
Jackson County – Blue-Care HMO Low Plan**

<i>Mental Illness/Substance Abuse</i>	
Inpatient Mental Illness/Substance Abuse	\$400 Copay Per Day <i>Copays limited to five copays per member per calendar year</i>
Outpatient Mental Illness/Substance Abuse Office Visit/Therapy:	\$35 Copay
Outpatient Mental Illness/Substance Abuse Other Services (including partial hospitalization):	No Copay

<i>Ancillary/Miscellaneous</i>	
Air Ambulance	No Copay
Ground Ambulance	No Copay <i>No Limit Per Trip</i>
Home Health Services	No Copay <i>60 visit Calendar Year Maximum</i>
Skilled Nursing Facility	No Copay <i>30 day Calendar Year Maximum</i>
Inpatient Hospice	\$200 Copay <i>Applies to Annual Inpatient/Outpatient Hospital Maximum 14 Day Lifetime Maximum</i>
Outpatient Therapy (Speech, Hearing, Physical and Occupational)	No Copay <i>Combined 40 visit Calendar Year Maximum for Physical & Occupational Therapy Combined 20 visit Calendar Year Maximum for Speech & Hearing Therapy</i>
Chiropractic Services	No Copay
Infertility/Impotency Treatment	\$10,000 lifetime benefit maximum
Infertility/Impotency Drugs	50% after prescription copay

**Benefit and Rate Confirmation
Jackson County – Blue-Care HMO Low Plan**

<i>Outpatient Prescription Drugs</i>	
Network	BCBSKC Rx
Rx Deductible	None
Long-Term Supply – All sources (retail – 3x short-term)	All covered drugs
Short-Term Retail Copays: Tier 1/Tier 2/Tier 3	\$12/50/70
Long-Term Mail Order Copays: Tier 1/Tier 2/Tier 3	\$30/125/175
Contraceptives:	Generic contraceptive drugs covered at 100% Injectables, implants, and devices covered at 100%
Over the Counter Drugs <i>(Prevacid OTC, Prilosec OTC, Loratadine/Loratadine-D tablets including rapidly dissolving tablets, and syrup (generic for Claritin and Alavert products) & Zyrtec</i>	\$1 Copay
ExpressScripts Program:)	BlueKC Network without Walgreen's Select Home Delivery

**Benefit and Rate Confirmation
Jackson County – Blue-Care HMO Low Plan**

<i>Other</i>	
Lifetime Maximum	Unlimited
Dependent Limiting Age	26
Maternity	Covered
Dependent Daughters	Covered for maternity
Elective Pregnancy Termination	Not covered
Eligibility/Termination	First day of month/last day of month
Coverage for Legally Married Same Sex Spouse	Yes
Domestic Partner Amendment – Coverage for same sex and opposite sex coverage	Covered
Wellness Fund (Group Total)	\$75,000 <i>*Amount applies to group as a whole and amount is not available for each unique product the group offers.</i>
Nurse Line	Yes
Compass Services	Not Eligible/Not Available

**Benefit and Rate Confirmation
Jackson County – Blue-Care HMO Low Plan**

<i>Underwriting</i>	
Minimum percent of Eligible employees covered	75%
Percentage threshold of total employee enrollment at renewal based on prior year's enrollment	90%
Classification of Eligible Employees	See Attached
Waiting Period	See Attached
Minimum Employer Contribution	75% cost of Eligible Employees/50% total account premium
Section 125 Enrollment Provisions	Yes
Insurance Coverage Creditable (Medicare Part D)	Yes
Start Date of Annual Enrollment Period	30 days prior to group anniversary date
End Date of Annual Enrollment Period	15 days after group anniversary date
Contract Term	12 months
Subsequent Renewal Terms	12 months
Renewal Notification	180 Days Preliminary; 120 Days Final
Next Renewal	1/1/16
Reinstatement Fee	\$500
Subject to ERISA	No

<i>Mandated Offerings</i>	
Speech and Hearing Disorders	<input type="checkbox"/> Accept <input checked="" type="checkbox"/> Reject
Child Health Supervision Services	<input type="checkbox"/> Accept <input checked="" type="checkbox"/> Reject
Pregnancy Termination	<input type="checkbox"/> Accept <input checked="" type="checkbox"/> Reject

**Benefit and Rate Confirmation
Jackson County – Blue-Care HMO Low Plan**

Rates	
Employee Family	See Cost Plus Agreement
<u>Direct Bill Cobra</u>	
Employee	\$454.80
Family	\$1,264.30

A Healthier You™	
<i>Select only one:</i>	
<input type="checkbox"/> AHY 100+ <input checked="" type="checkbox"/> AHY Platinum (1000+) <input type="checkbox"/> Decline AHY (approval needed)	
AHY for Subscriber and Spouse with Medical Coverage	Included in premium

Funding	<input type="checkbox"/> ASO <input checked="" type="checkbox"/> Cost Plus <input type="checkbox"/> Insured <input type="checkbox"/> Other
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Confirmed by Jackson County:

Accepted by Blue Cross and Blue Shield of Kansas City:


 Signature

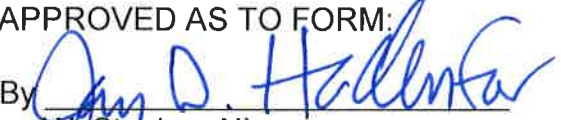

 Signature

Q. Troy Thomas,
 Director of Finance & Purchasing
 Title

UNDETERMINED
 Title

November 20, 2014
 Date

11/25/14
 Date

APPROVED AS TO FORM:
 By 
 W. Stephen Nixon,
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ATTEST BY:

 Mary Jo Spino,
 Clerk of the County Legislature

Jackson County

Blue-Care High HMO Plan

Benefit & Rate Confirmation

(Effective January 1, 2015)



**Benefit and Rate Confirmation
Jackson County – Blue-Care HMO High Plan**

Blue-Care High Copays and Limits

Physician	
Primary Care Office Visit	\$30 Copay
Specialty Care Office Visit	\$60 Copay
Pediatric Obesity Office Visit (up to 4 per year for overweight and obese only)	No Copay
Pediatric Obesity Nutritional Counseling (up to 4 per year for overweight and obese only)	No Copay
Expanded (ACA Compliant) Women's Preventive** and Related Office Visit	No Copay
Routine Vision	\$10 Copay
Allergy Testing	\$100 Copay
Urgent Care	\$50 Copay
	<i>(Urgent Care copay waived if services provided at local Retail urgent care clinic)</i>
Pre-natal Program	Yes

Hospital	
Emergency Room	\$150 Copay <i>Copay waived if admitted to a hospital</i>
MRI, MRA, CT, and PET scans performed in a Physicians office, imaging center or other outpatient setting (including a hospital)	\$150 Copay
Inpatient Hospital Services or Outpatient Surgery in Hospital or other Outpatient Facility	\$300 Copay Per Day <i>Copays limited to five copays per member per calendar year</i>

Out-of-Pocket Maximum	
Out-of-Pocket Maximum <i>(Includes All Network Member Cost Sharing)</i>	
Individual	\$3,250
Family	\$8,125

**Routine Women's Preventive services required under the Affordable Care Act of 2010 ("ACA")

**Benefit and Rate Confirmation
Jackson County – Blue-Care HMO High Plan**

<i>Mental Illness/Substance Abuse</i>	
Inpatient Mental Illness/Substance Abuse	\$300 Copay Per Day <i>Copays limited to five copays per member per calendar year</i>
Outpatient Mental Illness/Substance Abuse Office Visit/Therapy:	\$30 Copay
Outpatient Mental Illness/Substance Abuse Other Services (including partial hospitalization):	No Copay

<i>Ancillary/Miscellaneous</i>	
Air Ambulance	No Copay
Ground Ambulance	No Copay <i>No Limit Per Trip</i>
Home Health Services	No Copay <i>60 visit Calendar Year Maximum</i>
Skilled Nursing Facility	No Copay <i>30 day Calendar Year Maximum</i>
Inpatient Hospice	\$150 Copay <i>Applies to Annual Inpatient/Outpatient Hospital Maximum</i> <i>14 Day Lifetime Maximum</i>
Outpatient Therapy (Speech, Hearing, Physical and Occupational)	No Copay <i>Combined 40 visit Calendar Year Maximum for Physical & Occupational Therapy</i> <i>Combined 20 visit Calendar Year Maximum for Speech & Hearing Therapy</i>
Chiropractic Services	No Copay
Infertility/Impotency Treatment	\$10,000 lifetime benefit maximum
Infertility/Impotency Drugs	50% after prescription copay

**Benefit and Rate Confirmation
Jackson County – Blue-Care HMO High Plan**

<i>Outpatient Prescription Drugs</i>	
Network	BCBSKC Rx
Rx Deductible	None
Long-Term Supply – All sources (retail – 3x short-term)	All covered drugs
Short-Term Retail Copays: Tier 1/Tier 2/Tier 3	\$12/50/70
Long-Term Mail Order Copays: Tier 1/Tier 2/Tier 3	\$30/125/175
Contraceptives:	Generic contraceptive drugs covered at 100% Injectables, implants, and devices covered at 100%
Over the Counter Drugs <i>(Prevacid OTC, Prilosec OTC, Loratadine/Loratadine-D tablets including rapidly dissolving tablets, and syrup (generic for Claritin and Alavert products) & Zyrtec</i>	\$1 Copay
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**Benefit and Rate Confirmation
Jackson County – Blue-Care HMO High Plan**

<i>Other</i>	
Lifetime Maximum	Unlimited
Dependent Limiting Age	26
Maternity	Covered
Dependent Daughters	Covered for maternity
Elective Pregnancy Termination	Not covered
Eligibility/Termination	First day of month/last day of month
Coverage for Legally Married Same Sex Spouse	Yes
Domestic Partner Amendment – Coverage for same sex and opposite sex coverage	Covered
Wellness Fund (Group Total)	\$75,000 <i>*Amount applies to group as a whole and amount is not available for each unique product the group offers.</i>
Nurse Line	Yes
Compass Services	Not Eligible/Not Available

**Benefit and Rate Confirmation
Jackson County – Blue-Care HMO High Plan**

<i>Underwriting</i>	
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Waiting Period	See Attached
Minimum Employer Contribution	75% cost of Eligible Employees/50% total account premium
Section 125 Enrollment Provisions	Yes
Insurance Coverage Creditable (Medicare Part D)	Yes
Start Date of Annual Enrollment Period	30 days prior to group anniversary date
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Next Renewal	1/1/16
Reinstatement Fee	\$500
Subject to ERISA	No

<i>Mandated Offerings</i>	
Speech and Hearing Disorders	<input type="checkbox"/> Accept <input checked="" type="checkbox"/> Reject
Child Health Supervision Services	<input type="checkbox"/> Accept <input checked="" type="checkbox"/> Reject
Pregnancy Termination	<input type="checkbox"/> Accept <input checked="" type="checkbox"/> Reject

**Benefit and Rate Confirmation
Jackson County – Blue-Care HMO High Plan**


Rates	
Employee Family	See Cost Plus Agreement
<u>Direct Bill Cobra</u>	
Employee	\$515.64
Family	\$1,433.47


A Healthier You™	
Select only one:	
<input type="checkbox"/> AHY 100+ <input checked="" type="checkbox"/> AHY Platinum (1000+) <input type="checkbox"/> Decline AHY (approval needed)	
AHY for Subscriber and Spouse with Medical Coverage	Included in premium

Funding	<input type="checkbox"/> ASO <input checked="" type="checkbox"/> Cost Plus <input type="checkbox"/> Insured <input type="checkbox"/> Other
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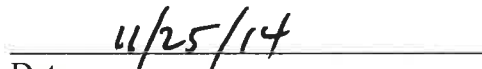
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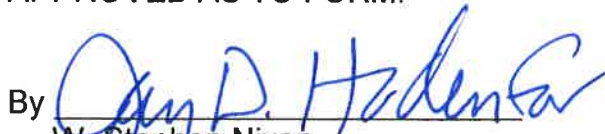

 Signature
 Q. Troy Thomas,
 Director of Finance & Purchasing
 Title


 Signature
 UNDEUNKITEK
 Title


 Date


 Date

APPROVED AS TO FORM:

By 
 W. Stephen Nixon,
 County Counselor

ATTEST BY:


 Mary Jo Spino,
 Clerk of the County Legislature

Blue Cross and Blue Shield of Kansas City
COST PLUS AGREEMENT – PAID BASIS

WITNESSETH:

This Agreement 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 (hereinafter, "BCBSKC") on behalf of itself and its subsidiary, Good Health HMO, Inc., d/b/a Blue-Care ("HMO"), if applicable and Jackson County ("Employer"). This Agreement shall be effective January 1, 2015.

WHEREAS, Employer has established a benefit plan to provide benefits for certain eligible classes of Covered Persons under the Group Contract(s) issued to Employer, and

WHEREAS, the Employer desires that BCBSKC provide claims administrative services and stop-loss coverage for Employer, and

WHEREAS, BCBSKC has contracted with various parties to obtain discounts for Covered Services, including prescription drugs, for its clients; and

WHEREAS, BCBSKC is also able to arrange for discounts for Covered Services outside its Service Area through other Blue Cross and Blue Shield plans ("Licensees").

NOW THEREFORE, in consideration of the mutual covenants herein contained, acknowledged to be good and sufficient consideration, the parties do hereby agree as follows:

Article 1
Employer's Rights and Obligations

- 1.1 **Premium for Group Contracts.** Employer agrees that premiums for coverage under the Group Contracts shall be determined as set forth in this Agreement and shall be payable in an amount equal to the total of the Employer's claims obligations, Fixed Cost Fees, and Access Fees pursuant to the terms herein.
- 1.2 **Employer's Claims Obligations.** In order to insure the Employer's claim obligations, the Employer shall make payments to BCBSKC for Claims Payments in amounts equal to the amount of Paid Claims up to the Specific Stop-Loss Limit per Covered Person and up to the cumulative monthly Aggregate Stop-Loss Limit, in accordance with Article 3.1. In no event shall Employee contributions be used to pay for Stop-Loss coverage. The Aggregate Stop-Loss Limit shall be the sum of the amounts determined by multiplying the number of covered employees/retirees, the number of covered employees/retirees with dependents and the number of covered Medicare complementary individuals covered under the Group Contract(s) on the first day of each month during the Contract Year by the appropriate monthly Aggregate Stop-Loss Limit factors as indicated in Article 8.6.1. However, the minimum Aggregate Stop-Loss Limit shall not be less than the minimum Aggregate Stop-Loss Limit indicated in Article 8.6.2.

- 1.3 Cumulative Monthly Aggregate Employer Liability. The number of covered employees/retirees, the number of covered employees/retirees with dependents and the number of covered Medicare complementary individuals covered under the Group Contract(s) on the first day of each month during the Contract Year shall be multiplied by the appropriate monthly Aggregate Stop-Loss Limit factors as indicated in Article 8.6.1. This amount represents the Employer's monthly aggregate amount ("Monthly Aggregate Amount"). BCBSKC shall calculate the Employer's total monthly claims liability as set forth below.
- (a) The Claims Payment will be subtracted from the cumulative Monthly Aggregate Amount.
 - (b) In the event the cumulative Monthly Aggregate Amount exceeds the cumulative Claims Payment: (i) the Employer will be required to pay to BCBSKC the cumulative Claims Payment amount; and (ii) the difference between the cumulative Monthly Aggregate Amount and the cumulative Claims Payment shall be added to the next subsequent Monthly Aggregate Amount.
 - (c) In the event the cumulative Claims Payment exceeds the cumulative Monthly Aggregate Amount: (i) the Employer will be required to pay to BCBSKC the cumulative Monthly Aggregate Amount; and (ii) the difference between cumulative Claims Payment amount and the cumulative Monthly Aggregate Amount shall be added to the next subsequent Claims Payment amount.
- 1.4 Advance Deposit. The Employer shall pay BCBSKC an advance deposit if indicated in Article 8.7 on or before the date this Agreement is to commence. BCBSKC will use these funds to pay the Employer's claim obligations for Paid Claims as specified in Article 1.2. Employer agrees to pay BCBSKC within 31 calendar days of receipt of the notification ("due date") of the amount necessary to restore to its full amount the advance deposit as stated herein. Failure of the Employer to restore the advance deposit in such time will cause automatic termination of this Agreement and of the underlying Group Contract(s) to which this Cost Plus Agreement is applicable. Such terminations shall be effective on the due date of the restoration of the advance deposit.
- 1.5 Fixed Cost Fees. Employer shall pay BCBSKC, on a monthly basis, the Fixed Cost Fees as set forth in Article 8.2 and in accordance with Article 3.2.
- 1.6 Access Fees. Employer shall pay BCBSKC the Access Fee, on a monthly basis, as set forth in Article 8.4 and in accordance with Article 3.3.
- 1.7 Miscellaneous taxes or assessments: If at any time, during or after the term of this Agreement, BCBSKC is required to pay any taxes or assessments (collectively "Taxes") based upon or measured by: (a) fees paid or payable to BCBSKC, (b) claims paid pursuant to this Agreement, (c) or due to coverage of Covered Person, Employer will pay BCBSKC an additional amount equal to the Taxes based upon the payment by BCBSKC of these additional amounts. Examples of such assessments include New York Healthcare Reform surcharges and assessments, Maine Dirigo Access Payment, et al. BCBSKC shall bill the Employer these additional Taxes on the Claims Payment report and the Employer shall pay such Taxes in accordance with Article 3.1.

Article 2
BCBSKC Rights and Obligation

- 2.1 **Administration of Group Contracts.** BCBSKC shall provide claims administrative services for claims submitted under the Group Contract(s). For the purpose of this Agreement, BCBSKC shall have the right to determine the amount of Benefits, if any, payable for any Covered Person [and the Employer agrees to accept and follow such determination]. Such determination shall be on the same basis as would be applicable under the Group Contract(s) in the absence of this Agreement. 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. [Upon prior written approval, which shall not be unreasonably withheld,] BCBSKC shall have the right to settle any such action, when it deems it expedient to do so. [Should Employer not provide written approval, BCBSKC and Employer shall each be responsible for 50% of the expense of the defense of 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) provided such Paid Claim does not exceed the Specific Stop-Loss Limit or Aggregate Stop-Loss Limit.
- 2.2 **Stop-Loss Coverage.** BCBSKC shall provide aggregate and specific stop-loss coverage for Employer in accordance with Article 1.2, Article 8.5 and Article 8.6.

Article 3
Payment Due Dates, Grace Periods and Payment Changes

- 3.1 **Claims Payment and Grace Period.** Monthly payments for Claims Payments are due and payable by the Employer within 31 calendar days following delivery to Employer by BCBSKC of the Claims Payment report. The Employer shall have no grace period for such monthly Claims Payment. The Employer's obligation for Claims Payments is subject to the Aggregate Stop-Loss Limit and Specific Stop-Loss Limit described herein.
- 3.2 **Fixed Cost Fees and Grace Period.** Fixed Cost Fees are due and payable by the Employer the first day of each month. The Employer shall have a grace period of 31 calendar days for such monthly Fixed Cost Fees.
- 3.3 **Access Fees.** Access Fees are due and payable by the Employer as indicated in Article 8.4.
- 3.4 **Changes in Fixed Cost Fees and Access Fees.** BCBSKC reserves the right to change Fixed Cost Fees and Access Fees upon a 31 calendar day written notice prior to the end of a Contract Year, to be effective for the following Contract Year.
- 3.5 **Late Payment Charge.** BCBSKC reserves the right to charge a late payment fee of \$13,220 in each instance in which Employer fails to timely pay the Claims Payment, Fixed Cost Fees or Access Fees in accordance with this Article 3. In the event Employer is delinquent in payment for two consecutive months, BCBSKC shall have the option to require Employer to provide BCBSKC a deposit in an amount equal to the average monthly invoice amount for the previous six (6) months or if there is less than six (6) months billing history, then such deposit shall be based on the average monthly invoice of the actual billing history. BCBSKC shall retain the deposit until the termination of this Agreement.

Article 4
Amendments

- 4.1 General. Except as provided in Article 3.4, BCBSKC may amend any other term or condition of this Agreement upon 31 calendar days written notice to conform with statutes of the state in which this Agreement is issued for delivery.
- 4.2 Notice. Notice of an amendment may be in the form of a new agreement, a rider, or an amendment to this Agreement [or otherwise as BCBSKC may elect].

Article 5
Termination

- 5.1 This Agreement may be terminated by BCBSKC or the Employer provided such party gives the other party written notice of its election to terminate the Agreement at least 30 calendar days prior to the [expiration of the then current term] [termination date]. This Agreement and the underlying Group Contract(s) shall automatically terminate on the date of termination of the Group Contract(s).
- 5.2 Except as provided in 5.3 below, either party may terminate this Agreement for cause upon written notice if the other party materially defaults in the performance of a provision of this Agreement 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.
- 5.3 If Employer fails to pay BCBSKC in accordance with Article 3, this Agreement and the underlying Group Contract(s) may be terminated by BCBSKC, effective retroactively to the last day of the month in which the Fixed Cost Fees, Access Fees and/or Claims Payment were paid by the Employer if the Employer fails to pay the Fixed Cost Fees, Access Fees and/or Claims Payment as required in accordance with Article 3.
- 5.4 Upon termination of this Agreement the Employer shall have the total obligation for all payments of claims for Covered Services incurred prior to such termination but not paid by BCBSKC as of the termination date and for any claims incurred after such termination.

Article 6
General Provisions

- 6.1 Term. The initial term of this Agreement shall begin on the effective date of this Agreement and continue for a term of one (1) year, and the Agreement shall thereafter renew automatically for successive one (1) year, terms unless it shall have been terminated earlier as provided in Article 5.
- 6.2 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 Agreement and to that extent the provisions of this Agreement shall govern notwithstanding anything in the Group Contract(s) to the contrary.

- 6.3 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 Agreement, such waiver shall not be deemed or construed as a continuing waiver of any breach of the same or different provision.
- 6.4 BlueCard Fees. Employer understands and agrees: (1) 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 (2) 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 Agreement].
- 6.5 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.
- 6.6 BCBSKC Recoveries. BCBSKC will pursue recoveries in accordance with BCBSKC's established rules and procedures, or engage third parties to provide such services on behalf of BCBSKC. The fees of such a third party are netted against the recovery. Any recovery amounts, net of such fees, if any, will be credited to the Employer. BCBSKC has no obligation to pursue recovery (including class action settlement recoveries) from health care providers or manufacturers of health care products or services on behalf of Employer for any cause of action including, but not limited to, causes of action arising out of violations of antitrust law, fraud, claims relating to fraud (including claims under the *Racketeering Influenced and Corrupt Organizations Act*).
- 6.7 BCBSKC Prescription Drug Program. BCBSKC contracts with a pharmacy benefit manager ("PBM") for certain prescription drug rebate administration services and pharmacy network contracting services. Under the agreement, PBM obtains rebates from drug manufacturers based on the utilization of certain branded prescription products by Covered Persons. As partial consideration for these services, pharmaceutical manufacturers pay administrative fees to PBM and PBM retains the benefit of the funds prior to

disbursement. 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. PBM may also receive other service fees from manufacturers as compensation for various services unrelated to rebates or rebate-associated administrative fees. Employer acknowledges and agrees for itself and its Covered Persons that BCBSKC receives rebates from the PBM and may receive financial credits, administrative fees and/or other amounts (collectively "Financial Credits") from network pharmacies, drug manufacturers or the PBM. Employer acknowledges and agrees for itself and its Covered Persons that BCBSKC shall retain sole and exclusive right to all Financial Credits and 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 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; (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; 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.

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. For pharmacies that contract with the PBM, BCBSKC pays a uniform discount rate under the BCBSKC contract with the PBM regardless of the various discount rates it 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. The PBM and directly contracted network pharmacies have guaranteed BCBSKC a minimum level of discount which could result in a Financial Credit. In the event the discount results in a Financial Credit, the Financial Credit Rules apply. 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 the funds between these payments.

- 6.8 Audit of BCBSKC. During the term of this Agreement, Employer has the right to audit certain of the functions performed by BCBSKC in administering its Plan. Employer may not have access to provider reimbursement or other proprietary information under the control of BCBSKC, unless Employer has a compelling reason, to be determined at the discretion of BCBSKC, and needs such information to perform its duties in administering the Plan. If Employer uses the services of a third party to perform all or any part of an audit, that third party must execute BCBSKC's current Confidentiality and Nondisclosure Agreement. A copy of BCBSKC's most current Confidentiality and Nondisclosure Agreement may be obtained by requesting it from BCBSKC; however this Agreement is subject to change at any time by BCBSKC. Employer may perform a simple audit of BCBSKC once during the calendar year while this Agreement is in force without any charge by BCBSKC. A "simple audit" is one that requires less than fifty (50) person hours

of work by BCBSKC employees to assist in the audit. The Employer must negotiate the cost and scope with BCBSKC for an audit that does not fit this definition. The parties agree that Employer shall not hire a third party to conduct a contingent fee audit, where the third party's compensation is based on a percentage of errors (or savings, or "uncovered recoveries", etc, which may be found by the third party in its audit). Should Employer err and so contract with a third party to perform such contingent fee audit, BCBSKC has no obligation under the terms of this Agreement to cooperate with said third party in the conduct of such contingent fee audit. Employer's right to audit BCBSKC without any additional charge terminates with the termination of this Agreement.

- 6.9 Entire Agreement. This Agreement and the Group Contract(s) constitute the entire Agreement between the parties concerning this subject matter and supersedes 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 Agreement, and both parties understand and agree that prior agreements, practices or statements inconsistent with the language, terms and conditions of this Agreement are of no further force or effect.

Article 7 Definitions

"Access Fee" means the amount of money to be paid by the Employer to BCBSKC for savings realized on Paid Claims to providers.

"Aggregate Stop-Loss Limit" means the amount of Paid Claims at which BCBSKC assumes one hundred percent (100%) of the Employer's claims obligation for all Covered Persons' Covered Services for any Contract Year.

"Claims Payment" means the monthly Paid Claims as reported for a given month by BCBSKC.

"Contract Year" means the twelve (12) month period commencing on the effective date of this Agreement and from year to year thereafter, unless terminated as provided in this Agreement.

"Covered Person(s)" means those individuals as defined in the Group Contract(s).

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

"Fixed Cost Fees" means the amount of money to be paid by the Employer to BCBSKC for any premium tax, [the Comparative Effectiveness Fee under the Affordable Care Act,] contract administration, processing and claims investigation, utilization management, claims management, production and distribution of identification cards, brokerage fees, Blue Card fees and other general services, and Stop-Loss Charges as indicated in Article 8.2.

"Group Contract(s)" means those Group Contract(s) identified in Article 8.1.

"Paid Claims" means all payments for Covered Services during the Contract Year for claims that were incurred while this Agreement was in effect [or for claims that were incurred under the Cost-Plus Agreement between the parties for the previous Contract Year, if applicable;]

and, capitation charges 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.

“**Specific Stop-Loss Limit**” means the amount at which BCBSKC assumes 100% of the Employer’s liability for a Covered Persons’ Covered Services for any Contract Year.

“**Stop-Loss Charges**” are those monies due BCBSKC for assuming risk above the Aggregate Stop-Loss Limit and the Specific Stop-Loss Limit.

“**Other Defined Terms**” means any other capitalized term used in this Agreement and not specifically defined herein, shall have the meaning ascribed to it in the Group Contracts.

Article 8
Schedule

8.1 This Agreement shall be applicable to:

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

8.2 The Fixed Cost Fees are as follows:

Employee \$38.61
Family \$107.31

8.3 Stop-Loss Charges shall include:

Specific Stop-Loss Limit for health coverage
 Aggregate Stop-Loss Limit for health coverage
 Aggregate Stop-Loss Limit for dental coverage

8.4 The Access Fee is due and payable with the Claims Payment and is 10% of Savings not to exceed \$2,000 per claim with an annual cumulative cap of \$25.00 per employee per month and shall be subject to the Monthly Maximum Access Fee described below:

Savings are calculated by taking the total amount of providers’ billed charges and subtracting the total of the Benefits payable for claims incurred in that same period, after applying the applicable Discounts. Total Benefits payable are the amounts paid by the Employer plus the Deductible; Coinsurance and Copayments owed by the Covered Person.

Discount means the amount of the initial reduction from a provider's billed charges that a provider has agreed to accept as payment in full at the time of claim payment for Covered Services provided to Covered Persons' utilizing the contracted arrangement. "Discount" does not mean nor include any affiliation fees, 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 are not included in the Discount that BCBSKC makes available to Employer.

8.5 The Specific Stop-Loss Limit per Covered Person shall be \$250,000.

8.6.1. Monthly Aggregate Stop-Loss Limit factors

	<u>Blue-Care Low</u>	<u>Blue-Care High</u>	<u>Preferred-Care Blue</u>
Employee	\$421.72	\$486.09	\$666.33
Family	\$1,172.38	\$1,351.34	\$1,852.39

8.6.2. Minimum Aggregate Stop-Loss Limit:

\$12,056,395 or 90% of the first month's covered units times the number of months of coverage times the Monthly Aggregate Stop-Loss Limit factors, whichever is greater.

8.7 Initial Deposit

Yes No If Yes, amount of initial deposit: \$

IN WITNESS WHEREOF, BCBSKC and the Employer have caused this Agreement to be executed in duplicate.

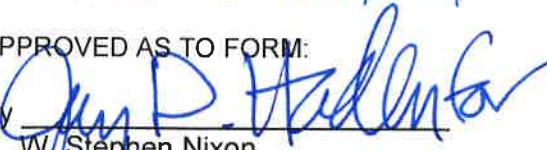
Jackson County

BY: 
Q. Troy Thomas

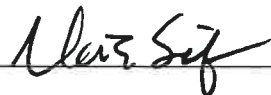
TITLE: Director of Finance & Purchasing

DATE: November 29, 2014

APPROVED AS TO FORM:

By 
W/ Stephen Nixon,
County Counselor

Blue Cross and Blue Shield of Kansas City

BY: 

TITLE: UNDERWRITER

DATE: 11/25/14

ATTEST BY:


Mary Jo Spino,
Clerk of the County Legislature

Jackson County

Preferred-Care Blue PPO Plan

Benefit & Rate Confirmation

(Effective January 1, 2015)



FILED
DEC 11 2014
MARY JO SPINO
COUNTY CLERK

**Benefit and Rate Confirmation
Jackson County – Preferred-Care Blue PPO Plan**

Preferred-Care Blue
Copayment, Deductible, Coinsurance and Limits

<i>Hospital and Physician</i>	<u>In Network</u>	<u>Out of Network</u>
Calendar Year Deductible		
Individual	\$250	\$1,000
Family	\$750	\$3,000
Coinsurance Member Pays		
Preferred		10%
Non-Preferred		20%
Out-of-Pocket Maximum <i>(Includes Deductible, Coinsurance & All Copays)</i>		
Preferred	<u>Individual</u> \$3,500	<u>Family</u> \$7,000
Non-Preferred	\$7,000	\$14,000
Physician Office Visit		
Preferred		
PCP		\$30 Copay*
Specialist		\$60 Copay*
Non-Preferred		Deductible & Coinsurance
*Copay applies to the Office Visit Charge Only. Other procedures performed in a Physician's office are subject to the applicable deductible and coinsurance level unless otherwise specified in the benefit schedule.		
Pediatric Obesity Office Visit (up to 4 per year for overweight and obese only)		
Preferred		No Copay
Non-Preferred		No Benefit
Pediatric Obesity Nutritional Counseling (up to 4 per year for overweight and obese only)		
Preferred		No Copay
Non-Preferred		No Benefit
Lab Services		
Preferred		
Physician's Office / Independent Lab		No Copay*
Outpatient Facility/Hospital		Deductible & Coinsurance
Non-Preferred		Deductible & Coinsurance
X-ray and other Radiology Procedures		
Preferred		Deductible & Coinsurance
Non-Preferred		Deductible & Coinsurance

Benefit and Rate Confirmation
Jackson County – Preferred-Care Blue PPO Plan

<i>Hospital and Physician (cont'd.)</i>	
Routine Preventive Care Preferred	Expanded (ACA Compliant) Women's Preventive*** Routine Services: 100% Related OV: 100% Deductible & Coinsurance
Non-Preferred	
Routine Vision Care Preferred	\$10 Copay Deductible & Coinsurance
Non-Preferred	
Prenatal Program	Yes
Emergency Room	\$200 Copay then Deductible & Preferred Coinsurance <i>Copay waived if admitted to a Hospital</i>
Urgent Care Benefit Preferred	\$50 Copay* Deductible & Coinsurance
Non-Preferred	

<i>Mental Illness/Substance Abuse</i>	
Inpatient Mental Illness/Substance Abuse	Deductible & Coinsurance
Outpatient Mental Illness/Substance Abuse Office Visit	\$30 Copay*
Outpatient Mental Illness/Substance Abuse Therapy	Deductible & Coinsurance

***Routine Women's Preventive required under the Affordable Care Act of 2010 ("ACA")

**Benefit and Rate Confirmation
Jackson County – Preferred-Care Blue PPO Plan**

<i>Ancillary/Miscellaneous</i>	
Air Ambulance	Deductible & Preferred Coinsurance
Ground Ambulance	Deductible & Preferred Coinsurance <i>No limit per trip</i>
Home Health Services	Deductible & Coinsurance <i>60 visit Calendar Year Maximum</i>
Skilled Nursing Facility	Deductible & Coinsurance <i>30 day Calendar Year Maximum</i>
Inpatient Hospice	Deductible & Coinsurance <i>14 Day Lifetime Max</i>
Outpatient Therapy (Speech, Hearing, Physical and Occupational)	Deductible & Coinsurance <i>Combined 40 visit Calendar Year Maximum for Physical & Occupational Therapy</i> <i>Combined 20 visit Calendar Year Maximum for Speech & Hearing Therapy</i>
Chiropractic Services <small>*Copay applies to the Office Visit Charge Only. Other procedures performed in a Chiropractor's office are subject to the applicable deductible and coinsurance level unless otherwise specified in the benefit schedule.</small>	Network: \$60 Copay* Non-Network: Deductible & Coinsurance
Infertility/Impotency	\$10,000 lifetime benefit maximum; drugs are covered at 50% after applicable copay

**Benefit and Rate Confirmation
Jackson County – Preferred-Care Blue PPO Plan**

<i>Outpatient Prescription Drugs</i>	
Network	BCBSKC Rx
Rx Deductible	None
Long-Term Supply – Mail order only	All covered drugs
Retail Copays: Tier 1/Tier 2/Tier 3	\$12/50/70
Mail Order Copays: Tier 1/Tier 2/Tier 3	\$30/125/175
Contraceptives:	Generic contraceptive drugs covered at 100% Injectables, implants, and devices covered at 100%
Over the Counter Drugs <i>(Prevacid OTC, Prilosec OTC, Loratadine/Loratadine-D tablets including rapidly dissolving tablets, and syrup (generic for Claritin and Alavert products) & Zyrtec</i>	\$1 Copay
Out-of-Network:	50% after Copay
ExpressScripts Program:	BlueKC Network without Walgreen's Select Home Delivery

<i>Other</i>	
Lifetime Maximum	Unlimited
Dependent Limiting Age	26
Maternity	Covered
Dependent Daughters	Covered for maternity
Eligibility/Termination	First day of month/last day of month
Domestic Partner Amendment – Coverage for same sex and opposite sex coverage	Covered
Coverage for Legally Married Same Sex Spouse	Yes
Wellness Fund (Group Total)	\$75,000 <i>*Amount applies to group as a whole and amount is not available for each unique product the group offers.</i>
Nurse Line	Yes
Compass Services	Not Eligible/Not Available

**Benefit and Rate Confirmation
Jackson County – Preferred-Care Blue PPO Plan**

<i>Underwriting</i>	
Minimum percent of Eligible employees covered	75%
Percentage threshold of total employee enrollment at renewal based on prior year's enrollment	90%
Classification of Eligible Employees	See Attached
Waiting Period	See Attached
Minimum Employer Contribution	75% cost of Eligible Employees/50% total account premium
Section 125 Enrollment Provisions	Yes
Insurance Coverage Creditable (Medicare Part D)	Yes
Start Date of Annual Enrollment Period	30 days prior to group anniversary date
End Date of Annual Enrollment Period	15 days after group anniversary date
Contract Term	12 months
Subsequent Renewal Terms	12 months
Renewal Notification	180 Days Preliminary; 120 Days Final
Next Renewal	1/1/16
Reinstatement Fee	\$500
Subject to ERISA	No

<i>Mandated Offerings</i>	
Speech and Hearing Disorders	<input type="checkbox"/> Accept <input checked="" type="checkbox"/> Reject
Child Health Supervision Services	<input type="checkbox"/> Accept <input checked="" type="checkbox"/> Reject
Pregnancy Termination	<input type="checkbox"/> Accept <input checked="" type="checkbox"/> Reject

**Benefit and Rate Confirmation
Jackson County – Preferred-Care Blue PPO Plan**

Rates	
Employee Family	See Cost Plus Agreement
<u>Direct Bill Cobra</u>	
Employee	\$686.01
Family	\$1,907.07

A Healthier You™	
<i>Select only one:</i>	
<input type="checkbox"/> AHY 100+ <input checked="" type="checkbox"/> AHY Platinum (1000+) <input type="checkbox"/> Decline AHY (approval needed)	
AHY for Subscriber and Spouse with Medical Coverage	Included in premium

Funding	
	<input type="checkbox"/> ASO
	<input checked="" type="checkbox"/> Cost Plus
	<input type="checkbox"/> Insured
	<input type="checkbox"/> Other

Confirmed by Jackson County:


Signature

Q. Troy Thomas,
Director of Finance & Purchasing
Title

November 20, 2014
Date

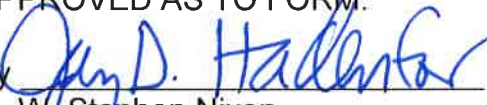
Accepted by Blue Cross and
Blue Shield of Kansas City:


Signature

UNDFUWKITEK
Title

11/25/14
Date

APPROVED AS TO FORM:

By 
W/ Stephen Nixon,
County Counselor

ATTEST BY:


Mary Jo Spino,
Clerk of the County Legislature

Jackson County

Blue-Care Low HMO Plan

Benefit & Rate Confirmation

(Effective January 1, 2015)



**Benefit and Rate Confirmation
Jackson County – Blue-Care HMO Low Plan**

Blue-Care Low
Copays and Limits

Physician	
Primary Care Office Visit	\$35 Copay
Specialty Care Office Visit	\$70 Copay
Pediatric Obesity Office Visit (up to 4 per year for overweight and obese only)	No Copay
Pediatric Obesity Nutritional Counseling (up to 4 per year for overweight and obese only)	No Copay
Expanded (ACA Compliant) Women's Preventive** and Related Office Visit	No Copay
Routine Vision	\$10 Copay
Allergy Testing	\$100 Copay
Urgent Care	\$60 Copay
	<i>(Urgent Care copay waived if services provided at local Retail urgent care clinic)</i>
Pre-natal Program	Yes

Hospital	
Emergency Room	\$200 Copay <i>Copay waived if admitted to a hospital</i>
MRI, MRA, CT, and PET scans performed in a Physicians office, imaging center or other outpatient setting (including a hospital)	\$200 Copay
Inpatient Hospital Services or Outpatient Surgery in Hospital or other Outpatient Facility	\$400 Copay Per Day <i>Copays limited to five copays per member per calendar year</i>

Out-of-Pocket Maximum	
Out-of-Pocket Maximum <i>(Includes All Network Member Cost Sharing)</i>	
Individual	\$3,500
Family	\$8,750

**Routine Women's Preventive services required under the Affordable Care Act of 2010 ("ACA")

**Benefit and Rate Confirmation
Jackson County – Blue-Care HMO Low Plan**

<i>Mental Illness/Substance Abuse</i>	
Inpatient Mental Illness/Substance Abuse	\$400 Copay Per Day <i>Copays limited to five copays per member per calendar year</i>
Outpatient Mental Illness/Substance Abuse Office Visit/Therapy:	\$35 Copay
Outpatient Mental Illness/Substance Abuse Other Services (including partial hospitalization):	No Copay

<i>Ancillary/Miscellaneous</i>	
Air Ambulance	No Copay
Ground Ambulance	No Copay <i>No Limit Per Trip</i>
Home Health Services	No Copay <i>60 visit Calendar Year Maximum</i>
Skilled Nursing Facility	No Copay <i>30 day Calendar Year Maximum</i>
Inpatient Hospice	\$200 Copay <i>Applies to Annual Inpatient/Outpatient Hospital Maximum 14 Day Lifetime Maximum</i>
Outpatient Therapy (Speech, Hearing, Physical and Occupational)	No Copay <i>Combined 40 visit Calendar Year Maximum for Physical & Occupational Therapy Combined 20 visit Calendar Year Maximum for Speech & Hearing Therapy</i>
Chiropractic Services	No Copay
Infertility/Impotency Treatment	\$10,000 lifetime benefit maximum
Infertility/Impotency Drugs	50% after prescription copay

**Benefit and Rate Confirmation
Jackson County – Blue-Care HMO Low Plan**

<i>Outpatient Prescription Drugs</i>	
Network	BCBSKC Rx
Rx Deductible	None
Long-Term Supply – All sources (retail – 3x short-term)	All covered drugs
Short-Term Retail Copays: Tier 1/Tier 2/Tier 3	\$12/50/70
Long-Term Mail Order Copays: Tier 1/Tier 2/Tier 3	\$30/125/175
Contraceptives:	Generic contraceptive drugs covered at 100% Injectables, implants, and devices covered at 100%
Over the Counter Drugs <i>(Prevacid OTC, Prilosec OTC, Loratadine/Loratadine-D tablets including rapidly dissolving tablets, and syrup (generic for Claritin and Alavert products) & Zyrtec</i>	\$1 Copay
ExpressScripts Program:)	BlueKC Network without Walgreen's Select Home Delivery

**Benefit and Rate Confirmation
Jackson County – Blue-Care HMO Low Plan**

<i>Other</i>	
Lifetime Maximum	Unlimited
Dependent Limiting Age	26
Maternity	Covered
Dependent Daughters	Covered for maternity
Elective Pregnancy Termination	Not covered
Eligibility/Termination	First day of month/last day of month
Coverage for Legally Married Same Sex Spouse	Yes
Domestic Partner Amendment – Coverage for same sex and opposite sex coverage	Covered
Wellness Fund (Group Total)	\$75,000
	<i>*Amount applies to group as a whole and amount is not available for each unique product the group offers.</i>
Nurse Line	Yes
Compass Services	Not Eligible/Not Available

**Benefit and Rate Confirmation
Jackson County – Blue-Care HMO Low Plan**

<i>Underwriting</i>	
Minimum percent of Eligible employees covered	75%
Percentage threshold of total employee enrollment at renewal based on prior year's enrollment	90%
Classification of Eligible Employees	See Attached
Waiting Period	See Attached
Minimum Employer Contribution	75% cost of Eligible Employees/50% total account premium
Section 125 Enrollment Provisions	Yes
Insurance Coverage Creditable (Medicare Part D)	Yes
Start Date of Annual Enrollment Period	30 days prior to group anniversary date
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Renewal Notification	180 Days Preliminary; 120 Days Final
Next Renewal	1/1/16
Reinstatement Fee	\$500
Subject to ERISA	No

<i>Mandated Offerings</i>	
Speech and Hearing Disorders	<input type="checkbox"/> Accept <input checked="" type="checkbox"/> Reject
Child Health Supervision Services	<input type="checkbox"/> Accept <input checked="" type="checkbox"/> Reject
Pregnancy Termination	<input type="checkbox"/> Accept <input checked="" type="checkbox"/> Reject

**Benefit and Rate Confirmation
Jackson County – Blue-Care HMO Low Plan**

Rates	
Employee Family	See Cost Plus Agreement
<u>Direct Bill Cobra</u>	
Employee	\$454.80
Family	\$1,264.30

A Healthier You™	
<i>Select only one:</i>	
<input type="checkbox"/> AHY 100+ <input checked="" type="checkbox"/> AHY Platinum (1000+) <input type="checkbox"/> Decline AHY (approval needed)	
AHY for Subscriber and Spouse with Medical Coverage	Included in premium

Funding	
	<input type="checkbox"/> ASO
	<input checked="" type="checkbox"/> Cost Plus
	<input type="checkbox"/> Insured
	<input type="checkbox"/> Other

Confirmed by Jackson County:

Accepted by Blue Cross and Blue Shield of Kansas City:


Signature


Signature

Q. Troy Thomas,
Director of Finance & Purchasing

UNDERWRITER


Title

Title

November 20, 2014
Date

11/25/14
Date

APPROVED AS TO FORM:

By 
W. Stephen Nixon,
County Counselor

ATTEST BY:


Mary Jo Spino,
Clerk of the County Legislature

Jackson County

Blue-Care High HMO Plan

Benefit & Rate Confirmation

(Effective January 1, 2015)



**Benefit and Rate Confirmation
Jackson County – Blue-Care HMO High Plan**

Blue-Care High Copays and Limits

Physician	
Primary Care Office Visit	\$30 Copay
Specialty Care Office Visit	\$60 Copay
Pediatric Obesity Office Visit (up to 4 per year for overweight and obese only)	No Copay
Pediatric Obesity Nutritional Counseling (up to 4 per year for overweight and obese only)	No Copay
Expanded (ACA Compliant) Women's Preventive** and Related Office Visit	No Copay
Routine Vision	\$10 Copay
Allergy Testing	\$100 Copay
Urgent Care	\$50 Copay
	<i>(Urgent Care copay waived if services provided at local Retail urgent care clinic)</i>
Pre-natal Program	Yes

Hospital	
Emergency Room	\$150 Copay <i>Copay waived if admitted to a hospital</i>
MRI, MRA, CT, and PET scans performed in a Physicians office, imaging center or other outpatient setting (including a hospital)	\$150 Copay
Inpatient Hospital Services or Outpatient Surgery in Hospital or other Outpatient Facility	\$300 Copay Per Day <i>Copays limited to five copays per member per calendar year</i>

Out-of-Pocket Maximum	
Out-of-Pocket Maximum <i>(Includes All Network Member Cost Sharing)</i>	
Individual	\$3,250
Family	\$8,125

**Routine Women's Preventive services required under the Affordable Care Act of 2010 ("ACA")

**Benefit and Rate Confirmation
Jackson County – Blue-Care HMO High Plan**

<i>Mental Illness/Substance Abuse</i>	
Inpatient Mental Illness/Substance Abuse	\$300 Copay Per Day <i>Copays limited to five copays per member per calendar year</i>
Outpatient Mental Illness/Substance Abuse Office Visit/Therapy:	\$30 Copay
Outpatient Mental Illness/Substance Abuse Other Services (including partial hospitalization):	No Copay

<i>Ancillary/Miscellaneous</i>	
Air Ambulance	No Copay
Ground Ambulance	No Copay <i>No Limit Per Trip</i>
Home Health Services	No Copay <i>60 visit Calendar Year Maximum</i>
Skilled Nursing Facility	No Copay <i>30 day Calendar Year Maximum</i>
Inpatient Hospice	\$150 Copay <i>Applies to Annual Inpatient/Outpatient Hospital Maximum</i> <i>14 Day Lifetime Maximum</i>
Outpatient Therapy (Speech, Hearing, Physical and Occupational)	No Copay <i>Combined 40 visit Calendar Year Maximum for Physical & Occupational Therapy</i> <i>Combined 20 visit Calendar Year Maximum for Speech & Hearing Therapy</i>
Chiropractic Services	No Copay
Infertility/Impotency Treatment	\$10,000 lifetime benefit maximum
Infertility/Impotency Drugs	50% after prescription copay

**Benefit and Rate Confirmation
Jackson County – Blue-Care HMO High Plan**

<i>Outpatient Prescription Drugs</i>	
Network	BCBSKC Rx
Rx Deductible	None
Long-Term Supply – All sources (retail – 3x short-term)	All covered drugs
Short-Term Retail Copays: Tier 1/Tier 2/Tier 3	\$12/50/70
Long-Term Mail Order Copays: Tier 1/Tier 2/Tier 3	\$30/125/175
Contraceptives:	Generic contraceptive drugs covered at 100% Injectables, implants, and devices covered at 100%
Over the Counter Drugs <i>(Prevacid OTC, Prilosec OTC, Loratadine/Loratadine-D tablets including rapidly dissolving tablets, and syrup (generic for Claritin and Alavert products) & Zyrtec</i>	\$1 Copay
ExpressScripts Program:)	BlueKC Network without Walgreen's Select Home Delivery

**Benefit and Rate Confirmation
Jackson County – Blue-Care HMO High Plan**

<i>Other</i>	
Lifetime Maximum	Unlimited
Dependent Limiting Age	26
Maternity	Covered
Dependent Daughters	Covered for maternity
Elective Pregnancy Termination	Not covered
Eligibility/Termination	First day of month/last day of month
Coverage for Legally Married Same Sex Spouse	Yes
Domestic Partner Amendment – Coverage for same sex and opposite sex coverage	Covered
Wellness Fund (Group Total)	\$75,000 <i>*Amount applies to group as a whole and amount is not available for each unique product the group offers.</i>
Nurse Line	Yes
Compass Services	Not Eligible/Not Available

**Benefit and Rate Confirmation
Jackson County – Blue-Care HMO High Plan**

<i>Underwriting</i>	
Minimum percent of Eligible employees covered	75%
Percentage threshold of total employee enrollment at renewal based on prior year's enrollment	90%
Classification of Eligible Employees	See Attached
Waiting Period	See Attached
Minimum Employer Contribution	75% cost of Eligible Employees/50% total account premium
Section 125 Enrollment Provisions	Yes
Insurance Coverage Creditable (Medicare Part D)	Yes
Start Date of Annual Enrollment Period	30 days prior to group anniversary date
End Date of Annual Enrollment Period	15 days after group anniversary date
Contract Term	12 months
Subsequent Renewal Terms	12 months
Renewal Notification	180 Days Preliminary; 120 Days Final
Next Renewal	1/1/16
Reinstatement Fee	\$500
Subject to ERISA	No

<i>Mandated Offerings</i>	
Speech and Hearing Disorders	<input type="checkbox"/> Accept <input checked="" type="checkbox"/> Reject
Child Health Supervision Services	<input type="checkbox"/> Accept <input checked="" type="checkbox"/> Reject
Pregnancy Termination	<input type="checkbox"/> Accept <input checked="" type="checkbox"/> Reject

**Benefit and Rate Confirmation
Jackson County – Blue-Care HMO High Plan**

Rates	
Employee Family	See Cost Plus Agreement
<u>Direct Bill Cobra</u>	
Employee	\$515.64
Family	\$1,433.47

A Healthier You™	
<i>Select only one:</i>	
<input type="checkbox"/> AHY 100+ <input checked="" type="checkbox"/> AHY Platinum (1000+) <input type="checkbox"/> Decline AHY (approval needed)	
AHY for Subscriber and Spouse with Medical Coverage	Included in premium

Funding	<input type="checkbox"/> ASO <input checked="" type="checkbox"/> Cost Plus <input type="checkbox"/> Insured <input type="checkbox"/> Other _____
----------------	---

Confirmed by Jackson County:



Signature
Q. Troy Thomas,
Director of Finance & Purchasing
Title

November 20, 2014
Date

Accepted by Blue Cross and Blue Shield of Kansas City:



Signature
UNDESKRIBED
Title

11/25/14
Date

APPROVED AS TO FORM:

By 
W. Stephen Nixon,
County Counselor

ATTEST BY:


Mary Jo Spino,
Clerk of the County Legislature

Blue Cross and Blue Shield of Kansas City
COST PLUS AGREEMENT – PAID BASIS

WITNESSETH:

This Agreement 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 (hereinafter, "BCBSKC") on behalf of itself and its subsidiary, Good Health HMO, Inc., d/b/a Blue-Care ("HMO"), if applicable and Jackson County ("Employer"). This Agreement shall be effective January 1, 2015.

WHEREAS, Employer has established a benefit plan to provide benefits for certain eligible classes of Covered Persons under the Group Contract(s) issued to Employer, and

WHEREAS, the Employer desires that BCBSKC provide claims administrative services and stop-loss coverage for Employer, and

WHEREAS, BCBSKC has contracted with various parties to obtain discounts for Covered Services, including prescription drugs, for its clients; and

WHEREAS, BCBSKC is also able to arrange for discounts for Covered Services outside its Service Area through other Blue Cross and Blue Shield plans ("Licensees").

NOW THEREFORE, in consideration of the mutual covenants herein contained, acknowledged to be good and sufficient consideration, the parties do hereby agree as follows:

Article 1
Employer's Rights and Obligations

- 1.1 **Premium for Group Contracts.** Employer agrees that premiums for coverage under the Group Contracts shall be determined as set forth in this Agreement and shall be payable in an amount equal to the total of the Employer's claims obligations, Fixed Cost Fees, and Access Fees pursuant to the terms herein.
- 1.2 **Employer's Claims Obligations.** In order to insure the Employer's claim obligations, the Employer shall make payments to BCBSKC for Claims Payments in amounts equal to the amount of Paid Claims up to the Specific Stop-Loss Limit per Covered Person and up to the cumulative monthly Aggregate Stop-Loss Limit, in accordance with Article 3.1. In no event shall Employee contributions be used to pay for Stop-Loss coverage. The Aggregate Stop-Loss Limit shall be the sum of the amounts determined by multiplying the number of covered employees/retirees, the number of covered employees/retirees with dependents and the number of covered Medicare complementary individuals covered under the Group Contract(s) on the first day of each month during the Contract Year by the appropriate monthly Aggregate Stop-Loss Limit factors as indicated in Article 8.6.1. However, the minimum Aggregate Stop-Loss Limit shall not be less than the minimum Aggregate Stop-Loss Limit indicated in Article 8.6.2.

- 1.3 Cumulative Monthly Aggregate Employer Liability. The number of covered employees/retirees, the number of covered employees/retirees with dependents and the number of covered Medicare complementary individuals covered under the Group Contract(s) on the first day of each month during the Contract Year shall be multiplied by the appropriate monthly Aggregate Stop-Loss Limit factors as indicated in Article 8.6.1. This amount represents the Employer's monthly aggregate amount ("Monthly Aggregate Amount"). BCBSKC shall calculate the Employer's total monthly claims liability as set forth below.
- (a) The Claims Payment will be subtracted from the cumulative Monthly Aggregate Amount.
 - (b) In the event the cumulative Monthly Aggregate Amount exceeds the cumulative Claims Payment: (i) the Employer will be required to pay to BCBSKC the cumulative Claims Payment amount; and (ii) the difference between the cumulative Monthly Aggregate Amount and the cumulative Claims Payment shall be added to the next subsequent Monthly Aggregate Amount.
 - (c) In the event the cumulative Claims Payment exceeds the cumulative Monthly Aggregate Amount: (i) the Employer will be required to pay to BCBSKC the cumulative Monthly Aggregate Amount; and (ii) the difference between cumulative Claims Payment amount and the cumulative Monthly Aggregate Amount shall be added to the next subsequent Claims Payment amount.
- 1.4 Advance Deposit. The Employer shall pay BCBSKC an advance deposit if indicated in Article 8.7 on or before the date this Agreement is to commence. BCBSKC will use these funds to pay the Employer's claim obligations for Paid Claims as specified in Article 1.2. Employer agrees to pay BCBSKC within 31 calendar days of receipt of the notification ("due date") of the amount necessary to restore to its full amount the advance deposit as stated herein. Failure of the Employer to restore the advance deposit in such time will cause automatic termination of this Agreement and of the underlying Group Contract(s) to which this Cost Plus Agreement is applicable. Such terminations shall be effective on the due date of the restoration of the advance deposit.
- 1.5 Fixed Cost Fees. Employer shall pay BCBSKC, on a monthly basis, the Fixed Cost Fees as set forth in Article 8.2 and in accordance with Article 3.2.
- 1.6 Access Fees. Employer shall pay BCBSKC the Access Fee, on a monthly basis, as set forth in Article 8.4 and in accordance with Article 3.3.
- 1.7 Miscellaneous taxes or assessments: If at any time, during or after the term of this Agreement, BCBSKC is required to pay any taxes or assessments (collectively "Taxes") based upon or measured by: (a) fees paid or payable to BCBSKC, (b) claims paid pursuant to this Agreement, (c) or due to coverage of Covered Person, Employer will pay BCBSKC an additional amount equal to the Taxes based upon the payment by BCBSKC of these additional amounts. Examples of such assessments include New York Healthcare Reform surcharges and assessments, Maine Dirigo Access Payment, et al. BCBSKC shall bill the Employer these additional Taxes on the Claims Payment report and the Employer shall pay such Taxes in accordance with Article 3.1.

Article 2
BCBSKC Rights and Obligation

- 2.1 **Administration of Group Contracts.** BCBSKC shall provide claims administrative services for claims submitted under the Group Contract(s). For the purpose of this Agreement, BCBSKC shall have the right to determine the amount of Benefits, if any, payable for any Covered Person [and the Employer agrees to accept and follow such determination]. Such determination shall be on the same basis as would be applicable under the Group Contract(s) in the absence of this Agreement. 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. [Upon prior written approval, which shall not be unreasonably withheld,] BCBSKC shall have the right to settle any such action, when it deems it expedient to do so. [Should Employer not provide written approval, BCBSKC and Employer shall each be responsible for 50% of the expense of the defense of 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) provided such Paid Claim does not exceed the Specific Stop-Loss Limit or Aggregate Stop-Loss Limit.
- 2.2 **Stop-Loss Coverage.** BCBSKC shall provide aggregate and specific stop-loss coverage for Employer in accordance with Article 1.2, Article 8.5 and Article 8.6.

Article 3
Payment Due Dates, Grace Periods and Payment Changes

- 3.1 **Claims Payment and Grace Period.** Monthly payments for Claims Payments are due and payable by the Employer within 31 calendar days following delivery to Employer by BCBSKC of the Claims Payment report. The Employer shall have no grace period for such monthly Claims Payment. The Employer's obligation for Claims Payments is subject to the Aggregate Stop-Loss Limit and Specific Stop-Loss Limit described herein.
- 3.2 **Fixed Cost Fees and Grace Period.** Fixed Cost Fees are due and payable by the Employer the first day of each month. The Employer shall have a grace period of 31 calendar days for such monthly Fixed Cost Fees.
- 3.3 **Access Fees.** Access Fees are due and payable by the Employer as indicated in Article 8.4.
- 3.4 **Changes in Fixed Cost Fees and Access Fees.** BCBSKC reserves the right to change Fixed Cost Fees and Access Fees upon a 31 calendar day written notice prior to the end of a Contract Year, to be effective for the following Contract Year.
- 3.5 **Late Payment Charge.** BCBSKC reserves the right to charge a late payment fee of \$13,220 in each instance in which Employer fails to timely pay the Claims Payment, Fixed Cost Fees or Access Fees in accordance with this Article 3. In the event Employer is delinquent in payment for two consecutive months, BCBSKC shall have the option to require Employer to provide BCBSKC a deposit in an amount equal to the average monthly invoice amount for the previous six (6) months or if there is less than six (6) months billing history, then such deposit shall be based on the average monthly invoice of the actual billing history. BCBSKC shall retain the deposit until the termination of this Agreement.

Article 4
Amendments

- 4.1 **General.** Except as provided in Article 3.4, BCBSKC may amend any other term or condition of this Agreement upon 31 calendar days written notice to conform with statutes of the state in which this Agreement is issued for delivery.
- 4.2 **Notice.** Notice of an amendment may be in the form of a new agreement, a rider, or an amendment to this Agreement [or otherwise as BCBSKC may elect].

Article 5
Termination

- 5.1 This Agreement may be terminated by BCBSKC or the Employer provided such party gives the other party written notice of its election to terminate the Agreement at least 30 calendar days prior to the [expiration of the then current term] [termination date]. This Agreement and the underlying Group Contract(s) shall automatically terminate on the date of termination of the Group Contract(s).
- 5.2 Except as provided in 5.3 below, either party may terminate this Agreement for cause upon written notice if the other party materially defaults in the performance of a provision of this Agreement 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.
- 5.3 If Employer fails to pay BCBSKC in accordance with Article 3, this Agreement and the underlying Group Contract(s) may be terminated by BCBSKC, effective retroactively to the last day of the month in which the Fixed Cost Fees, Access Fees and/or Claims Payment were paid by the Employer if the Employer fails to pay the Fixed Cost Fees, Access Fees and/or Claims Payment as required in accordance with Article 3.
- 5.4 Upon termination of this Agreement the Employer shall have the total obligation for all payments of claims for Covered Services incurred prior to such termination but not paid by BCBSKC as of the termination date and for any claims incurred after such termination.

Article 6
General Provisions

- 6.1 **Term.** The initial term of this Agreement shall begin on the effective date of this Agreement and continue for a term of one (1) year, and the Agreement shall thereafter renew automatically for successive one (1) year, terms unless it shall have been terminated earlier as provided in Article 5.
- 6.2 **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 Agreement and to that extent the provisions of this Agreement shall govern notwithstanding anything in the Group Contract(s) to the contrary.

- 6.3 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 Agreement, such waiver shall not be deemed or construed as a continuing waiver of any breach of the same or different provision.
- 6.4 BlueCard Fees. Employer understands and agrees: (1) 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 (2) 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 Agreement].
- 6.5 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.
- 6.6 BCBSKC Recoveries. BCBSKC will pursue recoveries in accordance with BCBSKC's established rules and procedures, or engage third parties to provide such services on behalf of BCBSKC. The fees of such a third party are netted against the recovery. Any recovery amounts, net of such fees, if any, will be credited to the Employer. BCBSKC has no obligation to pursue recovery (including class action settlement recoveries) from health care providers or manufacturers of health care products or services on behalf of Employer for any cause of action including, but not limited to, causes of action arising out of violations of antitrust law, fraud, claims relating to fraud (including claims under the *Racketeering Influenced and Corrupt Organizations Act*).
- 6.7 BCBSKC Prescription Drug Program. BCBSKC contracts with a pharmacy benefit manager ("PBM") for certain prescription drug rebate administration services and pharmacy network contracting services. Under the agreement, PBM obtains rebates from drug manufacturers based on the utilization of certain branded prescription products by Covered Persons. As partial consideration for these services, pharmaceutical manufacturers pay administrative fees to PBM and PBM retains the benefit of the funds prior to

disbursement. 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. PBM may also receive other service fees from manufacturers as compensation for various services unrelated to rebates or rebate-associated administrative fees. Employer acknowledges and agrees for itself and its Covered Persons that BCBSKC receives rebates from the PBM and may receive financial credits, administrative fees and/or other amounts (collectively "Financial Credits") from network pharmacies, drug manufacturers or the PBM. Employer acknowledges and agrees for itself and its Covered Persons that BCBSKC shall retain sole and exclusive right to all Financial Credits and 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 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; (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; 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.

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. For pharmacies that contract with the PBM, BCBSKC pays a uniform discount rate under the BCBSKC contract with the PBM regardless of the various discount rates it 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. The PBM and directly contracted network pharmacies have guaranteed BCBSKC a minimum level of discount which could result in a Financial Credit. In the event the discount results in a Financial Credit, the Financial Credit Rules apply. 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 the funds between these payments.

- 6.8 Audit of BCBSKC. During the term of this Agreement, Employer has the right to audit certain of the functions performed by BCBSKC in administering its Plan. Employer may not have access to provider reimbursement or other proprietary information under the control of BCBSKC, unless Employer has a compelling reason, to be determined at the discretion of BCBSKC, and needs such information to perform its duties in administering the Plan. If Employer uses the services of a third party to perform all or any part of an audit, that third party must execute BCBSKC's current Confidentiality and Nondisclosure Agreement. A copy of BCBSKC's most current Confidentiality and Nondisclosure Agreement may be obtained by requesting it from BCBSKC; however this Agreement is subject to change at any time by BCBSKC. Employer may perform a simple audit of BCBSKC once during the calendar year while this Agreement is in force without any charge by BCBSKC. A "simple audit" is one that requires less than fifty (50) person hours

of work by BCBSKC employees to assist in the audit. The Employer must negotiate the cost and scope with BCBSKC for an audit that does not fit this definition. The parties agree that Employer shall not hire a third party to conduct a contingent fee audit, where the third party's compensation is based on a percentage of errors (or savings, or "uncovered recoveries", etc, which may be found by the third party in its audit). Should Employer err and so contract with a third party to perform such contingent fee audit, BCBSKC has no obligation under the terms of this Agreement to cooperate with said third party in the conduct of such contingent fee audit. Employer's right to audit BCBSKC without any additional charge terminates with the termination of this Agreement.

- 6.9 Entire Agreement. This Agreement and the Group Contract(s) constitute the entire Agreement between the parties concerning this subject matter and supersedes 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 Agreement, and both parties understand and agree that prior agreements, practices or statements inconsistent with the language, terms and conditions of this Agreement are of no further force or effect.

Article 7 Definitions

"Access Fee" means the amount of money to be paid by the Employer to BCBSKC for savings realized on Paid Claims to providers.

"Aggregate Stop-Loss Limit" means the amount of Paid Claims at which BCBSKC assumes one hundred percent (100%) of the Employer's claims obligation for all Covered Persons' Covered Services for any Contract Year.

"Claims Payment" means the monthly Paid Claims as reported for a given month by BCBSKC.

"Contract Year" means the twelve (12) month period commencing on the effective date of this Agreement and from year to year thereafter, unless terminated as provided in this Agreement.

"Covered Person(s)" means those individuals as defined in the Group Contract(s).

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

"Fixed Cost Fees" means the amount of money to be paid by the Employer to BCBSKC for any premium tax, [the Comparative Effectiveness Fee under the Affordable Care Act,] contract administration, processing and claims investigation, utilization management, claims management, production and distribution of identification cards, brokerage fees, Blue Card fees and other general services, and Stop-Loss Charges as indicated in Article 8.2.

"Group Contract(s)" means those Group Contract(s) identified in Article 8.1.

"Paid Claims" means all payments for Covered Services during the Contract Year for claims that were incurred while this Agreement was in effect [or for claims that were incurred under the Cost-Plus Agreement between the parties for the previous Contract Year, if applicable;]

and, capitation charges 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.

“Specific Stop-Loss Limit” means the amount at which BCBSKC assumes 100% of the Employer’s liability for a Covered Persons’ Covered Services for any Contract Year.

“Stop-Loss Charges” are those monies due BCBSKC for assuming risk above the Aggregate Stop-Loss Limit and the Specific Stop-Loss Limit.

“Other Defined Terms” means any other capitalized term used in this Agreement and not specifically defined herein, shall have the meaning ascribed to it in the Group Contracts.

Article 8
Schedule

8.1 This Agreement shall be applicable to:

- Employer’s Group Health Contract: Group Number(s) 31618000
- Employer’s Group Dental Contract: Group Number(s)

8.2 The Fixed Cost Fees are as follows:

Employee	\$38.61
Family	\$107.31

8.3 Stop-Loss Charges shall include:

- Specific Stop-Loss Limit for health coverage
- Aggregate Stop-Loss Limit for health coverage
- Aggregate Stop-Loss Limit for dental coverage

8.4 The Access Fee is due and payable with the Claims Payment and is 10% of Savings not to exceed \$2,000 per claim with an annual cumulative cap of \$25.00 per employee per month and shall be subject to the Monthly Maximum Access Fee described below:

Savings are calculated by taking the total amount of providers’ billed charges and subtracting the total of the Benefits payable for claims incurred in that same period, after applying the applicable Discounts. Total Benefits payable are the amounts paid by the Employer plus the Deductible; Coinsurance and Copayments owed by the Covered Person.

Discount means the amount of the initial reduction from a provider's billed charges that a provider has agreed to accept as payment in full at the time of claim payment for Covered Services provided to Covered Persons' utilizing the contracted arrangement. "Discount" does not mean nor include any affiliation fees, 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 are not included in the Discount that BCBSKC makes available to Employer.

8.5 The Specific Stop-Loss Limit per Covered Person shall be \$250,000.

8.6.1. Monthly Aggregate Stop-Loss Limit factors

	<u>Blue-Care Low</u>	<u>Blue-Care High</u>	<u>Preferred-Care Blue</u>
Employee	\$421.72	\$486.09	\$666.33
Family	\$1,172.38	\$1,351.34	\$1,852.39

8.6.2. Minimum Aggregate Stop-Loss Limit:

\$12,056,395 or 90% of the first month's covered units times the number of months of coverage times the Monthly Aggregate Stop-Loss Limit factors, whichever is greater.

8.7 Initial Deposit


Yes No If Yes, amount of initial deposit: \$[]

IN WITNESS WHEREOF, BCBSKC and the Employer have caused this Agreement to be executed in duplicate.

Jackson County

Blue Cross and Blue Shield of Kansas City

BY: 
Q. Troy Thomas


BY: 

TITLE: Director of Finance & Purchasing

TITLE: UNDERWRITER

DATE: November 29, 2014

DATE: 11/25/14

APPROVED AS TO FORM:
By 
W/ Stephen Nixon,
County Counselor

ATTEST BY:

Mary Jo Spino,
Clerk of the County Legislature

**AMENDMENT TO COST PLUS AGREEMENT-PAID BASIS
RUNOUT**

This Amendment (“Amendment”) is incorporated into and made a part of the Cost Plus Agreement-Paid Basis (“Agreement”) entered into by and between Blue Cross and Blue Shield of Kansas City (“BCBSKC”) and Jackson County Employer”). This Amendment shall be effective January 1, 2015.

WHEREAS, BCBSKC and Employer have previously entered into a Cost Plus Agreement which sets for the terms of the parties rights and obligations with respect to the Group Contract(s); and

WHEREAS, the parties desire that this Amendment memorialize the modifications that the parties have reached concerning the termination provisions of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, acknowledged to be good and sufficient consideration, the parties do hereby agree as follows:

1. BCBSKC shall provide administrative services for claims for Covered Services incurred prior to the termination of the Agreement, but received by BCBSKC during the first twelve months following termination of the Agreement (“Runout”).
2. BCBSKC shall provide aggregate terminal liability coverage for Employer in accordance with Paragraph 4 below. BCBSKC shall not provide specific stop-loss coverage.
3. Monthly Claims Payments for the Runout are due and payable by the Employer in accordance with Article 3.1 of the Agreement.
4. The Employer’s maximum liability for the Runout shall be calculated by averaging the number of units of Covered Persons for the last three months of the final Contract Year multiplied by the terminal liability factors. The terminal liability factors are:

	<u>Blue-Care Low</u>	<u>Blue-Care High</u>	<u>Preferred-Care Blue</u>
Employee	\$632.58	\$729.14	\$999.49
Family	\$1,758.57	\$2,027.01	\$2,778.59

5. The Employer shall pay to BCBSKC an administration fee to process the Runout. The administration fee is due and payable by the Employer within 31 calendar days following notification to Employer by BCBSKC of the Claims Payment Report. The administration fee shall be N/A.
6. The Employer shall pay to BCBSKC an Access Fee which is due and payable by the Employer within 31 calendar days following notification to Employer by BCBSKC of the Claims Payment Report. The Access Fee shall be 10% of savings, not to exceed \$2,000 per claim.
7. This Amendment may be terminated by BCBSKC, effective as of the last day of the month during such month in which the administration fee, Access Fee or payments for Claims Payment were not paid by the Employer as required in accordance with Article 3 or other applicable provisions of the Agreement.

8. The Agreement shall remain in effect to the extent necessary to carry out the provisions of this Amendment.

The parties hereto have executed this amendment which is made a part of the Agreement, by and between BCBSKC and Employer.

BLUE CROSS AND BLUE SHIELD OF
KANSAS CITY

BY: Maz Sil

TITLE: UNDETERMINED

DATE: 11/25/14

Jackson County

BY: Q. Troy Thomas
Q. Troy Thomas

TITLE: Director of Finance & Purchasing

DATE: November 20, 2014

APPROVED AS TO FORM:

By W. Stephen Nixon
W. Stephen Nixon,
County Counselor

ATTEST BY:

Mary Jo Spino
Mary Jo Spino,
Clerk of the County Legislature

Performance Standards Agreement

Res. 18644

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 then 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

Res. 18644

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, 2015, and will remain in force through December 31, 2015 (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



BlueCross BlueShield
of Kansas City

An Independent Licensee of the
Blue Cross and Blue Shield Association

Res. 18644

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 _____, 2014.

Jackson County:

Blue Cross and Blue Shield of Kansas City

By:

By: _____

Name:

Q. Troy Thomas

Name: _____

Title:

Director of Finance & Purchasing

Title: _____

APPROVED AS TO FORM:

By

W. Stephen Nixon,
County Counselor

ATTEST BY:

Mary Jo Spino,
Clerk of the County Legislature

Jackson County, Missouri Eligible Employees

Eligible employees include all employees including elected and appointed officials of the following:

- Full-time employees of Jackson County, Missouri.
- Full-time employees of the 16th Judicial Circuit Court of Jackson County – to include only those employees who are on the Jackson County, Missouri payroll.
- Full-time employees of the Jackson County, Missouri Board of Election Commissioners.
- Full-time employees of the Kansas City, Missouri Board of Election Commissioners.
- Full-time employees of the Jackson County, Missouri Sports Complex Authority.
- Jackson County, Missouri Permanent part-time employees working 21 hours or more per week (approximately one currently participating in the medical plan).
- Jackson County, Missouri includes domestic partners, including both same and opposite sex partners and including the eligible children of domestic partners.
- Early Retirees and Retirees who receive pension benefits immediately upon termination of employment, between the ages of 55 and 65 or until Medicare eligible, and enrolled in a County health plan upon retirement, may continue coverage until the end of month prior to age 65 or until Medicare eligible at full cost to the employee.
- Post 65 retirees currently enrolled in a County health plan upon retirement as of 12/31/14 may continue coverage assuming that Medicare is primary. They will be responsible for paying 100% of the fully monthly premium.

JACKSON COUNTY, MISSOURI

By: 


Q. Troy Thomas,
Director of Finance & Purchasing

APPROVED AS TO FORM:

By: 

W. Stephen Nixon, County Counselor

ATTEST BY:


Mary Jo Spino,
Clerk of the County Legislature

Jackson County, Missouri
Eligible Employee Waiting Period

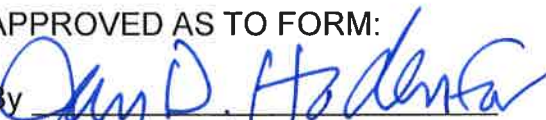
New eligible employees will be subject to specific waiting periods based upon the date on which they are hired:

- Eligible employees hired between the 1st and the 15th of the month will have coverage effective the 1st day of the following month, ie...hired November 1st through 15th, effective coverage begins December 1st.
- Eligible employees hired between the 16th and the end of the month will have coverage effective the 1st day of the month following the first full calendar month of employment, ie...hired November 16th coverage will begin on January 1st.

JACKSON COUNTY, MISSOURI

By: 
Q. Troy Thomas, Director of Finance and Purchasing

APPROVED AS TO FORM:

By: 
W. Stephen Nixon,
County Counselor

ATTEST BY:


Mary Jo Spino,
Clerk of the County Legislature

**AMENDMENT ISSUED BY
BLUE CROSS AND BLUE SHIELD OF KANSAS CITY**

AMENDMENT: BCBSKC-224-14-M

It is mutually understood and agreed that the Contract is amended as follows:

In Section C., Covered Services, the following provision is deleted under *Diagnostic Services*:

Prostate Specific Antigen (PSA) Tests, Pap Smears, and Mammograms

The lab and x-ray services related to Prostate Specific Antigen (PSA) tests, pap smears, and mammograms will be covered at 100% of the Allowable Charge when provided by a preferred Provider.

Any office visit charges incurred in conjunction with these services will be subject to the office visit Copayment, Coinsurance, and Deductible requirements of the Contract, the same as any other services.

And replaced as follows:

Prostate Specific Antigen (PSA) Tests, Pap Smears, and Mammograms

The lab and x-ray services related to Prostate Specific Antigen (PSA) tests, pap smears, and mammograms will be covered at 100% of the Allowable Charge when provided by a Preferred Provider.

Digital breast tomosynthesis, also known as three-dimensional digital mammography, will be covered at 100% of the Allowable Charge when provided by a Preferred Provider. When received from a Non-Preferred Provider, such services will be subject to the applicable Copayment, Deductible, and/or Coinsurance as indicated in the Benefit Schedule.

Any office visit charges incurred in conjunction with these services will be subject to the office visit Copayment, Coinsurance, and Deductible requirements of the Contract, the same as any other services.

This amendment is attached to and made part of Your Contract. Except as specifically stated, nothing contained in this amendment will be deemed to alter any of the provisions of Your Contract.

(Signature of current President)

Danette Wilson

Interim President and Chief Executive Officer
Blue Cross Blue Shield of Kansas City

**AMENDMENT ISSUED BY
BLUE CARE, INC.**

AMENDMENT: BC-313-14-M

It is mutually understood and agreed that the Contract is amended as follows:

In Section C., Covered Services, the following provision is added under *Diagnostic Services*:

Digital breast tomosynthesis, also known as three-dimensional digital mammography, will be covered at 100% of the Allowable Charge when provided by an HMO Provider.

This amendment is attached to and made part of Your Contract. Except as specifically stated, nothing contained in this amendment will be deemed to alter any of the provisions of Your Contract.

(Signature of current President)

Danette Wilson
President and Chief Executive Officer
Good Health HMO, Inc.