City of Villa Rica

571 W BANKHEAD HWY
VILLA RICA, GA. 30180
770.459.7000 | VILLARICA.ORG

SPECIAL CALLED CITY COUNCIL MEETING AGENDA

Holt-Bishop Justice Center, Municipal Courtroom, 101 Main Street
October 25, 2017 | 3:00 PM

Meeting Call to Order (Mayor Jeff Reese)

Adoption of the Agenda (Mayor Jeff Reese)

Public Comment (We ask that you sign in for Public Comment before the meeting begins. Please state your Name and Address for the record and limit your comments to three minutes)

A. New Business

1. City Manager's Update - Tom Barber
2. Cancer Care Program - Stephanie Rooks, Human Resources Manager
3. Script Sourcing - Stephanie Rooks, Human Resources Manager

B. Adjournment

October 25, 2017

Manager's Update

1. Personnel
    a. City Engineer – reporting October 30
    b. P&Z Coordinator – reporting November 6
    c. Library Manager – interviews next week
    d. Building Inspector – extended closing October 27
    e. IT Manager – closing November 3

2. Health Insurance Wellness – What's at Stake?
    a. Biometric screening
    b. Closing the GAP
    c. Preventing new conditions

3. GIS – potential start on October 25

4. Water & Sewer Consultant – develop RFPs and oversee projects

5. GEFA - $5 million max per application
    a. Water leak detection
    b. Infiltration detection
    c. Liberty & Poole water volume and pressure
    d. East-West sewer connection
    e. North Loop water line
    f. North Plant expansion from 520K to 840K
    g. Water Treatment expansion
    h. Lift station repair
    i. North Avenue service line replacement
    j. Topaz water volume and pressure
    k. Investigation of sub-surface sources

6. Carroll and Douglas Water Authorities
    a. Take-or-pay and capacity purchase

7. Fiber quotes
    a. Georgia Power - $6K
    b. Old Library - $16K
    c. Welcome Center - $5K
    d. North Plant - $41K
    e. Fitness Center and Dentist

8. Gaston Billboard – land lease and in-kind compensation

9. Library & West Georgia Regional
    a. Former Director did not maintain adequate financial records
    b. Allocation method used was not acceptable
    c. Some locations received too much money, some too little
    d. Current cash position of system is terribly poor

10. North Loop Funding

11. Mirror Lake Connector and TAD calculation

12. Hart House & Senior Housing Development

13. VR Housing Authority – sale of facilities and new construction

14. Future Use of Douglas County SPLOST

15. Southwire Expansion Plans

CITY OF VILLA RICA

City Council Packet

SUBJECT Cancer Care Program

CITY COUNCIL AGENDA DATE: 10/25/2017

DATE:10/24/2017

PREPARED BY: Stephanie Rooks

FISCAL IMPACT: This will cost approximately $2,000 per year in premiums. Based on ($1.30 X 120)

ANNUAL –
CAPITAL –
OTHER –

FUNDING SOURCE: General Fund and employee contributions through health insurance premiums.

PURPOSE: This is another piece that will enhance the health insurance package. This is a service that coordinates directly with the member's oncologist to identify the appropriate treatment. It will save significant cost by ensuring the treatments are effective the first time. This will cost $1.30 per covered employee per month. Cost above is based on 120 covered employees.

BACKGROUND:

STAFF RECOMMENDATION: Approval, and authorization of the City Council allowing the Mayor or the City Manager to sign the contract.

IMPACT:

INTERLINK®
Medical Excellence Programs

CLIENT / PLAN ENROLLMENT FORM

EMPLOYER GROUP		
Company:		Captive Group:
Primary Contact:	Phone:	Fax:
Address:		Email:
# Insured Employees:	Locations:	INTERLINK Effective Date:
INTERLINK Products to Implement: ☐TransplantCOE ☐TransplantELITE ☐TransplantCUSTOM ☐CancerCARE		
Are any eligible plan participants diagnosed with cancer or currently receiving cancer treatment? ☐ Yes ☐ No		

BROKER/HEALTHCARE CONSULTANT		
Agency:		Renewal Date:
Primary Contact:	Phone:	Fax:
Address:		Email:

TPA / HEALTH PLAN		
Company:	Benefit Period:	Renewal Date:
Account Contact:	Phone:	Email:
Claims Contact:	Phone:	Email:
Enrollment Contact:	Phone:	Email:
PE/PM & CM Billing Contact:	Phone:	Email:
Address:		Customer Service:
PPO Network:	PBM:	
Does this company offer online access to eligibility and claims for CancerCARE? ☐ Yes ☐ No		
Does this Plan access a transplant carve-out? ☐ Yes ☐ No	If yes, what company:	
Does this Plan use reference-based pricing? ☐ Yes ☐ No	If yes, what company:	

CASE MANAGEMENT		
Company:	Does UR/Pre-cert: ☐Yes ☐No	Renewal Date:
Primary Contact:	Phone:	Fax:
Address:		Email:

MGU		
Company:		Renewal Date:
Primary Contact:	Phone:	Fax:
Address:		Email:

REINSURANCE CARRIER		
Company:		Renewal Date:
Primary Contact:	Phone:	Fax:
Address:		Email:

PRE-CERT / UR VENDOR		
Company:		Renewal Date:
Primary Contact:	Phone:	Fax:
Address:		Email:

Items needed from you and your Client to Implement CancerCARE	
Item	**Description**
Plan Enrollment Form (PEF)	This form is a list of the Group specific demographics, disclosure of any pre-existing cancer cases, and a complete list of all Plan and Vendor relationships/contacts involved in the administration of the specific Group's medical benefits. A completed PEF initiates the implementation process and is required prior to the Operational Implementation with CancerCARE
Access Agreement (AA)	An abbreviated contract for your self-funded employer group to review and sign to enroll in the CancerCARE program. This document also outlines the PE/PM price and rate for complex case management.
Benefit Plan Language (BPL)	Templates are available and areas are highlighted in yellow that are modifiable and customizable for the Plan, based on their specific needs and requirements. A narrative is available for the BPL to educate and assist a client as to their available options. It is recommended to set up a call with client and legal team(s) to discuss the terms of the BPL in detail and encourage the process to move along more quickly. Finalizing the CancerCARE BPL is required prior to the Operational Implementation.
Business Associates Agreement (BAA)	INTERLINK Care Management is a Business Associate. INTERLINK is not considered a Covered Entity. PHI is necessary in the management of cancer members and reporting of data to the CancerCARE clients. BAA's needed to be signed by the client and self-funded employer group.

INTERLINK®
HEALTH SERVICES

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement is made and entered into effective _____ by and between City of Villa Rica (Covered Entity") and INTERLINK Health Services, Incorporated and INTERLINK Care Management, Inc. ("Business Associate") (jointly "the Parties"). In consideration of the mutual promises below, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. DEFINITIONS

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the Privacy Rule, 45 CFR part 160 and part 164, subparts A and E as now or hereafter amended.

(a) "*Breach*" shall have the same meaning given such term in 45 CFR 164.402.

(b) *"Electronic PHI"* shall mean protected health information that is transmitted or maintained in any electronic media, as this term is defined in 45 C.F.R. § 160.103.

(c) "*HIPAA*" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-91, as amended and related HIPAA regulations (45 CFR Parts 160-164).

(d) "*HITECH*" means the Health Information Technology for Economic and Clinical Health Act, found in Title XIII of the American Recovery and Reinvestment Act of 2009, Public Law 111-005.

(e) *Limited Data Set"* shall mean protected health information that excludes the following direct identifiers of the individual or of relatives, employers, or household members of the individual:

(i) Names;
(ii) Postal address information, other than town or city, State, and zip code;
(iii) Telephone numbers;
(iv) Fax numbers;
(v) Electronic mail addresses;
(vi) Social security numbers;
(vii) Medical record numbers;
(viii) Health plan beneficiary numbers;
(ix) Account numbers;
(x) Certificate/license numbers;
(xi) Vehicle identifiers and serial numbers, including license plate numbers
(xii) Device identifiers and serial numbers;
(xiii) Web Universal Resource Locators (URLs);
(xiv) Internet Protocol (IP) address numbers;
(xv) Biometric identifiers, including finger and voice prints; and
(xvi) Full face photographic images and any comparable images.

(f) *"Protected Health Information"* or *"PHI"* shall mean information created or received by a health care provider, health plan, employer, or health care clearinghouse, that: (i) relates to the past, present, or future physical or mental health or condition of an individual, provision of health care to the individual, or the past, present, or future payment for provision of health care to the individual; (ii)

4660 N.E. Belknap Court • Suite 209 • Hillsboro, OR • 97124
503-640-2000 • Fax • 503-640-2028 • www.interlinkhealth.com

identifies the individual, or with respect to which there is a reasonable basis to believe the information can be used to identify the individual; and (iii) is transmitted or maintained in an electronic medium, or in any other form or medium. The use of the term "Protected Health Information" or "PHI" in this Agreement shall mean both Electronic PHI and non-electronic PHI, unless another meaning is clearly specified.

(e) *"Security Incident"* shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

2. GENERAL TERMS

(a) In the event of an inconsistency between the provisions of this Agreement and a mandatory term of the HIPAA Regulations (as these terms may be expressly amended from time to time by the U.S. Department of Health and Human Services ("DHHS") or as a result of interpretations by DHHS, a court, or another regulatory agency with authority over the Parties), the interpretation of DHHS, such court or regulatory agency shall prevail. In the event of a conflict among the interpretations of these entities, the conflict shall be resolved in accordance with rules of precedence.

(b) Where provisions of this Agreement are different from those mandated by the HIPAA Regulations or the HITECH Act, but are nonetheless permitted by the Regulations or the Act, the provisions of this Agreement shall control.

(c) Except as expressly provided in the HIPAA Regulations, the HITECH Act, or this Agreement, this Agreement does not create any rights in third parties.

3. SPECIFIC REQUIREMENTS

(a) Privacy of Protected Health Information

(i) *Permitted Uses and Disclosures of PHI.* Business Associate agrees to create, receive, use, or disclose PHI only in a manner that is consistent with this Agreement or the HIPAA Privacy Rule and only in connection with providing the services to Covered Entity identified in the Agreement. Accordingly, in providing services to or for the Covered Entity, Business Associate, for example, will be permitted to use and disclose PHI for "treatment, payment, and health care operations" in accordance with the HIPAA Privacy Rule.

(1) Business Associate shall report to Covered Entity any use or disclosure of PHI that is not provided for in this Agreement.

(2) Business Associate shall maintain safeguards as necessary to ensure that PHI is not used or disclosed except as provided for by this Agreement.

(ii) *Business Associate Obligations.* As permitted by the HIPAA Privacy Rule, Business Associate also may use or disclose PHI received by the Business Associate in its capacity as a Business Associate to the Covered Entity for Business Associate's own operations if:

(1) the *use* relates to: (1) the proper management and administration of the Business Associate or to carry out legal responsibilities of the Business Associate, or (2) data aggregation services relating to the health care operations of the Covered Entity; or

(2) the *disclosure* of information received in such capacity will be made in connection with a function, responsibility, or services to be performed by the Business Associate, and such

disclosure is required by law or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidential and the person agrees to notify the Business Associate of any breaches of confidentiality.

(iii) *Minimum Necessary Standard and Creation of Limited Data Set.* Business Associate's use, disclosure, or request of PHI shall utilize a Limited Data Set if practicable. Otherwise, in performing the functions and activities as specified in the Agreement and this Agreement, Business Associate agrees to use, disclose, or request only the minimum necessary PHI to accomplish the intended purpose of the use, disclosure, or request.

(iv) *Access.* In accordance with 45 C.F.R. § 164.524 of the HIPAA Privacy Rule and, where applicable, in accordance with the HITECH Act, Business Associate will make available to those individuals who are subjects of PHI, their PHI in Designated Record Sets by providing the PHI to Covered Entity (who then will share the PHI with the individual), by forwarding the PHI directly to the individual, or by making the PHI available to such individual at a reasonable time and at a reasonable location. Business Associate shall make such information available in an electronic format where directed by the Covered Entity.

(v) *Disclosure Accounting.* Business Associate shall make available the information necessary to provide an accounting of disclosures of PHI as provided for in 45 C.F.R. § 164.528 of the HIPAA Privacy Rule, and where so required by the HITECH Act and/or any accompanying regulations, Business Associate shall make such information available directly to the individual. Business Associate further shall provide any additional information to the extent required by the HITECH Act and any accompanying regulations.

Business Associate is not required to record disclosure information or otherwise account for disclosures of PHI that this Agreement or the Agreement in writing permits or requires: (i) for the purpose of payment activities or health care operations (except where such recording or accounting is required by the HITECH Act, and as of the effective dates for this provision of the HITECH Act), (ii) to the individual who is the subject of the PHI disclosed, or to that individual's personal representative; (iii) to persons involved in that individual's health care or payment for health care; (iv) for notification for disaster relief purposes, (v) for national security or intelligence purposes, (vi) to law enforcement officials or correctional institutions regarding inmates; (vii) pursuant to an authorization; (viii) for disclosures of certain PHI made as part of a limited data set; and (ix) for certain incidental disclosures that may occur where reasonable safeguards have been implemented.

(vi) *Amendment.* Business Associate shall make available PHI for amendment and incorporate any amendment to PHI in accordance with 45 C.F.R. § 164.526 of the HIPAA Privacy Rule.

(vii) *Right to Request Restrictions on the Disclosure of PHI and Confidential Communications.* If an individual submits a Request for Restriction or Request for Confidential Communications to the Business Associate, Business Associate and Covered Entity agree that Business Associate, on behalf of Covered Entity, will evaluate and respond to these requests according to Business Associate's own procedures for such requests.

(viii) *Return or Destruction of PHI.* Upon the termination or expiration of the Agreement or this Agreement, Business Associate agrees to return the PHI to Covered Entity, destroy the PHI (and retain no copies), or further protect the PHI if Business Associate determines that return or destruction is not feasible.

(ix) *Availability of Books and Records.* Business Associate shall make available to DHHS or its agents the Business Associate's internal practices, books, and records relating to the use and disclosure of PHI in connection with this Agreement.

(x) *Termination for Breach.*

(1) Business Associate agrees that Covered Entity shall have the right to terminate this Agreement or seek other remedies if Business Associate violates a material term of this Agreement.

(2) Covered Entity agrees that Business Associate shall have the right to terminate this Agreement or seek other remedies if Covered Entity violates a material term of this Agreement.

(b) Information and Security Standards

(i) Business Associate will develop, document, implement, maintain, and use appropriate administrative, technical, and physical safeguards to preserve the integrity, confidentiality, and availability of, and to prevent nonpermitted use or disclosure of, PHI created or received for or from the Covered Entity.

(ii) Business Associate agrees that with respect to PHI, these safeguards, at a minimum, shall meet the requirements of the HIPAA Security Standards applicable to Business Associate.

(iii) More specifically, to comply with the HIPAA Security Standards for PHI, Business Associate agrees that it shall:

(1) Implement administrative, physical, and technical safeguards consistent with (and as required by) the HIPAA Security Standards that reasonably protect the confidentiality, integrity, and availability of PHI that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity. Business Associate shall develop and implement policies and procedures that meet the Security Standards documentation requirements as required by the HITECH Act.

(2) As also provided for in Section 3(d) below, ensure that any agent, including a subcontractor, to whom it provides such PHI agrees to implement reasonable and appropriate safeguards to protect it;

(3) Report to Covered Entity, Security Incidents of which Business Associate becomes aware that result in the unauthorized access, use, disclosure, modification, or destruction of the Covered
Entity's PHI, (hereinafter referred to as "Successful Security Incidents"). Business Associate shall report Successful Security Incidents to Covered Entity as specified in Section 3(e);

(4) For any other Security Incidents that do not result in unauthorized access, use, disclosure, modification, or destruction of PHI (including, for purposes of example and not for purposes of limitation, pings on Business Associate's firewall, port scans, attempts to log onto a system or enter a database with an invalid password or username, denial-of-service attacks that do not result in the system being taken off-line, or malware such as worms or viruses) (hereinafter "Unsuccessful Security Incidents"), Business
Associate shall aggregate the data and, upon the Covered Entity's written request, report to the Covered Entity in accordance with the reporting requirements identified in Section 3(e);

(5) Take all commercially reasonable steps to mitigate, to the extent practicable, any harmful effect that is known to Business Associate resulting from a Security Incident;

(6) Permit termination of this Agreement if the Covered Entity determines that Business Associate has violated a material term of this Agreement with respect to Business Associate's security obligations and Business Associate is unable to cure the violation; and

(7) Upon Covered Entity's request, Business Associate will provide Covered Entity with access to and copies of documentation regarding Business Associate's safeguards for PHI.

(c) Compliance with HIPAA Transaction Standards

(i) *Application of HIPAA Transaction Standards*. Business Associate will conduct Standard Transactions consistent with 45 C.F.R. Part 162 for or on behalf of the Covered Entity to the extent such Standard Transactions are required in the course of Business Associate's performing services under the Agreement and this Agreement for the Covered Entity. As provided for in Section 3(d) below, Business Associate will require any agent or subcontractor involved with the conduct of such Standard Transactions to comply with each applicable requirement of 45 C.F.R. Part 162. Further, Business Associate will not enter into, or permit its agents or subcontractors to enter into, any trading partner agreement in connection with the conduct of Standard Transactions for or on behalf of the Covered Entity that:

(1) Changes the definition, data condition, or use of a data element or segment in a Standard Transaction;

(2) Adds any data element or segment to the maximum defined data set;

(3) Uses any code or data element that is marked "not used" in the Standard Transaction's implementation specification or is not in the Standard Transaction's implementation specification; or

(4) Changes the meaning or intent of the Standard Transaction's implementation specification.

(ii) *Specific Communications.* Business Associate, Plan Sponsor and Covered Entity recognize and agree that communications between the parties that are required to meet the Standards for Electronic Transactions will meet the Standards set by that regulation. Communications between Plan Sponsor and Business Associate, or between Plan Sponsor and the Covered Entity, do not need to comply with the HIPAA Standards for Electronic Transactions. Accordingly, unless agreed otherwise by the Parties in writing, all communications (if any) for purposes of "enrollment" as that term is defined in 45 C.F.R. Part 162, Subpart O or for "Health Covered Entity Premium Payment Data," as that term is defined in 45 C.F.R. Part 162, Subpart Q, shall be conducted between the Plan Sponsor and either Business Associate or the Covered Entity. For all such communications (and any other communications between Plan Sponsor and the Business Associate), Plan Sponsor shall use such forms, tape formats, or electronic formats as Business Associate may approve. Plan Sponsor will include all information reasonably required by Business Associate to effect such data exchanges or notifications.

(iii) *Communications Between the Business Associate and the Covered Entity.* All communications between the Business Associate and the Covered Entity that are required to meet the HIPAA Standards for Electronic Transactions shall do so. For any other communications between the Business Associate and the Covered Entity, the Covered Entity shall use such forms, tape formats, or electronic formats as Business Associate may approve. The Covered Entity will include all information reasonably required by Business Associate to effect such data exchanges or notifications.

(d) Agents and Subcontractors.
Business Associate shall include in all contracts with its agents or subcontractors, if such contracts

involve the disclosure of PHI to the agents or subcontractors, the same restrictions and conditions on the use, disclosure, and security of such PHI that are set forth in this Agreement.

(e) Breach of Privacy or Security Obligations.

(i) *Notice and Reporting to Covered Entity.* Business Associate will notify and report to Covered Entity (in the manner and within the timeframes described below) any use or disclosure of PHI not permitted by this Agreement, by applicable law, or permitted in writing by Covered Entity.

(ii) *Notice to Covered Entity.* Business Associate will notify Covered Entity following discovery and without unreasonable delay but in no event later than ten (10) calendar days following discovery, any "Breach" of "Unsecured Protected Health Information" as these terms are defined by the HITECH Act and any implementing regulations. Business Associate shall cooperate with Covered Entity in investigating the Breach and in meeting the Covered Entity's obligations under the HITECH Act and any other security breach notification laws. Business Associate shall follow its notification to the Covered Entity with a report that meets the requirements outlined immediately below.

(iii) Reporting to Covered Entity.

(1) For Successful Security Incidents and any other use or disclosure of PHI that is not permitted by this Agreement, the Agreement, by applicable law, or without the prior written approval of the Covered Entity, Business Associate - without unreasonable delay and in no event later than thirty (30) days after Business Associate learns of such non-permitted use or disclosure - shall provide Covered Entity a report that will:

a. Identify (if known) each individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been accessed, acquired, or disclosed during such Breach;

b. Identify the nature of the non-permitted access, use, or disclosure including the date of the incident and the date of discovery;

c. Identify the PHI accessed, used, or disclosed (e.g., name; social security number; date of birth);

d. Identify who made the non-permitted access, use, or received the non-permitted disclosure;

e. Identify what corrective action Business Associate took or will take to prevent further non-permitted accesses, uses, or disclosures;

f. Identify what Business Associate did or will do to mitigate any deleterious effect of the non-permitted access, use, or disclosure; and

g. Provide such other information, including a written report, as the Covered Entity may reasonably request.

(2) For Unsuccessful Security Incidents, Business Associate shall provide Covered Entity, upon its written request, a report that: (i) identifies the categories of Unsuccessful Security Incidents as described in Section 3(b)(iii)(4); (ii) indicates whether Business Associate believes its current defensive security measures are adequate to address all Unsuccessful

Security Incidents, given the scope and nature of such attempts; and (iii) if the security measures are not adequate, the measures Business Associate will implement to address the security inadequacies.

(iv) *Termination for Breach.*

(1) Covered Entity and Business Associate each will have the right to terminate this Agreement if the other party has engaged in a pattern of activity or practice that constitutes a material breach or violation of Business Associate's or the Covered Entity's respective obligations regarding PHI under this Agreement and, on notice of such material breach or violation from the Covered Entity or Business Associate, fails to take reasonable steps to cure the material breach or end the violation.

(2) If Business Associate or the Covered Entity fail to cure the material breach or end the violation after the other party's notice, the Covered Entity or Business Associate (as applicable) may terminate this Agreement by providing Business Associate or the Covered Entity written notice of termination, stating the uncured material breach or violation that provides the basis for the termination and specifying the effective date of the termination. Such termination shall be effective 60 days from this termination notice.

(v) *Continuing Privacy and Security Obligations.* Business Associate's and the Covered Entity's obligation to protect the privacy and security of the PHI it created, received, maintained, or transmitted in connection with services to be provided under the Agreement and this Agreement will be continuous and survive termination, cancellation, expiration, or other conclusion of this Agreement or the Agreement. Business Associate's other obligations and rights, and the Covered Entity's obligations and rights upon termination, cancellation, expiration, or other conclusion of this Agreement, are those set forth in this Agreement.

City of Villa Rica	INTERLINK
_____	4660 NE Belknap Court, Suite 209
_____	Hillsboro, OR 97124
_____	_____
Name	Name
_____	_____
Signature	Signature
_____	_____
Title	Title
_____	_____
Date	Date

CancerCARE Program Coverage

The Plan provides benefit coverage for evidence-based cancer care services provided at local, regional and national cancer programs. In order to obtain the best outcomes for Beneficiaries, the Plan employs INTERLINK's CancerCARE Program with specialized care coordination nurses, McKesson Clear Value Plus with Value Pathways powered by NCCN® and NCCN Clinical Practice Guidelines in Oncology®. To be eligible for enhanced Plan benefits, all Beneficiaries with a cancer diagnosis must as soon as reasonably possible call the CancerCARE program at **877-640-9610** and complete registration.

CancerCARE Benefits	
In-Network	
Compliant Benefit	**Non-Compliant Benefit**
• xxx% of CancerCARE Allowable covered by Plan; • Beneficiary deductibles and copayments *waived*, coinsurance accrues to Plan Maximum Cost-Sharing provision • Certain Course of Care Certification requirements waived for services included in a confirmed Value Pathway; • Beneficiaries choosing not to travel to a CancerCOE Provider for complex care, but receiving care in concordance to a Value Pathway; • Clinical Trials as defined below; • Navigator or Compass Beneficiaries receiving cancer care when a Value Pathway does not exist if Clear Value Participation has been achieved with NCCN Guideline® concordance or Plan approved deviation; • CancerCARE Second Opinion benefits at 100% of CancerCARE Allowable; • Travel Benefits as defined below.	• Standard Plan Benefits apply as outlined within the Schedule of Benefits.

DEFINITIONS:

CancerCARE Allowable: For inpatient and outpatient hospital and professional services, CancerCARE Allowable means billed charges for covered services provided in compliance with the CancerCARE Program, minus non-covered services and supplies, negotiated price concessions, discounts and professional charges beyond usual and customary fees for such services. Once treatment is certified by the Plan for services from a CancerCOE Provider, payment to the provider will be paid at the applicable benefit reimbursement % based on the applicable contract allowable.

For covered cancer pharmacy products and supplies at non-network providers, CancerCARE Allowable means pharmacy products dispensed in concordance with the NCCN Guidelines and Drugs & Biologics Compendium®, with Category 1, 2a or 2b level of evidence, which are then payable at a Plan maximum benefit of AWP plus 40% unless provided at a CancerCOE Provider. Pharmacy and dosing instructions are included in the evidence-based NCCN Guidelines®. Non-covered cancer pharmacy products are not included in the CancerCARE Allowable.

CancerCARE Program: A comprehensive cancer management program operated by INTERLINK, which employs care coordinator nurses to monitor care and coordinate care at CancerCOE Providers for appropriate Beneficiaries.

National Comprehensive Cancer Network (NCCN®): An alliance of the nation's most prominent hospitals that review outcome information for cancer treatments, publish evidence-based NCCN Guidelines® and update them as needed.

NCCN Guidelines®: NCCN® disease-specific, committee recommended, evidence-based treatment processes for specific cancers with integrated drugs, dosing and biologics recommendations.

Value Pathway: Optimal course of treatment created by the input of patient specific clinical facts into the McKesson Clear Value Plus application which utilizes NCCN Guidelines®. Each Value Pathway has been based on efficacy, toxicity and cost, providing value to the Beneficiary and the Plan.

CancerCOE Provider: A cancer center, hospital or other institution, physician or ancillary provider that has been designated by the CancerCARE Program to provide complex cancer care services. CancerCOE providers have been selected to participate in this nationwide network based on their designation as a National Cancer Institute (NCI) Cancer Center or NCCN® member institution and their ability to meet other predefined criteria. Once selected, these providers are evaluated annually to ensure they continue to meet the eligibility criteria for continued participation in the CancerCOE Network.

Compliant Benefit Level: A Beneficiary status obtained when the Beneficiary 1) has completely registered into the CancerCARE Program; 2) the treatment is deemed concordant to a Value Pathway; and 3) the provider's office has achieved Clear Value Participation. If all the above conditions have been met, and there is no Value Pathway available, treatment must be concordant with NCCN Guidelines®, or the care plan must be deemed consistent with evidence-based medicine by CancerCARE. If a Beneficiary is directed to a CancerCOE Provider by the CancerCARE Program, treatment will be deemed Compliant. This status is reported by the CancerCARE Triage Center to the Plan.

Non-Compliant Benefit: If the Beneficiary does not comply with the requirements of the CancerCARE Program, achieve a Compliant Benefit Level, or attend an In-Network Provider, the Plan's standard benefits apply as outlined within the Schedule of Benefits.

Clear Value Participation: In order to determine courses of care, testing occurs and the results of those tests (Clinical Facts) are used to determine any applicable Value Pathways. Clear Value Participation requires the provider to: 1) submit Clinical Facts to CancerCARE when care is being planned; 2) consider Value Pathways as treatment options; and 3) confirm with CancerCARE the optimal Value Pathway course of care will be utilized.

Course of Care Certification Waiver: Pre-certification for CancerCARE confirmed Value Pathway courses of

treatment is required, but pre-certification for services and products included in each Value Pathway is waived if 1) the Beneficiary has enrolled in the CancerCARE Program, and 2) the Beneficiary has obtained a Compliant Benefit Level status. Course of Care Certification waiver for courses of treatment shall apply to CancerCOE Providers if they achieve Clear Value Participation.

Case Management Recommendation: Alternate providers may be identified and recommended by a CancerCARE Program Nurse as a cost effective alternative if there is no reduction in the quality of care. In these instances, alternate providers will be reimbursed at the applicable CancerCARE Benefit Level currently in effect with the existing provider. If pharmacy benefits are utilized to obtain medications otherwise provided in a provider's office, normal co-pays shall be waived if savings to the Plan are realized.

CancerCOE Referral: CancerCARE provides benefits and support for all cancer diagnoses, but Beneficiaries with a diagnosis or condition that is considered rare, aggressive or complex will be evaluated for referral to a CancerCOE Provider. Such diagnoses or conditions are evaluated and determined by the CancerCARE Medical Team in consultation with a Medical Advisory Board and other relevant medical literature. These diagnoses and conditions are reviewed and revised periodically. Please contact CancerCARE for details regarding what cancer diagnoses or conditions are currently considered rare, aggressive or complex.

ADDITIONAL PROVISIONS:

Registration Requirement: Upon diagnosis of cancer of any type, Beneficiaries shall call the CancerCARE program at 877-640-9610 for registration into the Program. Failure to register with the CancerCARE program will prevent the Beneficiary from receiving enhanced CancerCARE benefits.

CancerCOE Travel Benefits: The Plan provides a maximum travel and lodging benefit up to $10,000 per Beneficiary per lifetime. Travel benefits will only apply for Beneficiaries with cancer diagnoses or conditions as described within the CancerCOE Referral provision that have been directed to a CancerCOE Provider by the CancerCARE Program. The CancerCOE location must be at least 50 miles from the Beneficiary's home. Travel and lodging assistance shall be coordinated by the CancerCARE Program. While receiving care at a CancerCOE Provider, the Plan will reimburse lodging, meals and incidentals. The Plan covers travel costs (coach air, train or mileage at Internal Revenue Service "IRS" Standard Mileage Rate for travel by car) for the Beneficiary plus one companion if the Beneficiary is an adult (18 or older), or up to two companions if the Beneficiary is less than 18. The benefit is subject to INTERLINK's CancerCARE Program coordination and approval guidelines.

CancerCARE Second Opinion: The Plan provides coverage for a CancerCARE Second Opinion through utilization of the CancerCOE Providers, which may include a review of the diagnosis, review of the treatment plan or both. Second Opinions may require travel to a CancerCOE Provider to qualify for benefits. A Second Opinion may consist solely of having pathology slides reviewed by a specialized lab or may include other services. Molecular testing is a covered benefit when coordinated by a CancerCARE Program Nurse.

Clinical Trial Benefits: The Plan provides Clinical Trial coverage for Routine Patient Costs consistent with applicable law. Routine Patient Costs will not be considered Experimental and/or Investigational for Beneficiaries accepted into an Approved Clinical Trial (as defined by Section 2709(d) of the Public Health Services Act). Routine Patient Costs are limited to: (1) covered health services for which benefits are typically provided in the absence of a Clinical Trial; (2) covered health services required solely for the provision of the

investigational item or service, the clinically appropriate monitoring of the effects or item of service, or the prevention of complications; and (3) covered health services needed for reasonable and necessary care arising for the provision of an investigational item or service.

Routine Patient Costs for a Clinical Trial do not include: (1) the investigational item, device, or service itself; (2) items and services provided solely to satisfy data collection and analysis needs and that are not used in the direct clinical management of the Beneficiary; and (3) a service that is clearly inconsistent with widely accepted and established standards of care for a particular diagnosis. These items shall be considered Experimental or Investigational and are excluded.

Routine Patient Costs shall be reimbursed at the Compliant Benefit level, provided that the Clinical Trial: (1) is provided at a CancerCOE Provider; (2) is coordinated by a CancerCARE nurse; and (3) is a Phase 1-4 Clinical Trial, that has been approved and coordinated by a CancerCARE Program Nurse. Otherwise, Clinical Trial Routine Patient Costs shall be reimbursed per standard plan benefits as outlined by the Schedule of Benefits.

Beneficiaries are encouraged to contact CancerCARE at 877-640-9610 for further information on clinical trial coverage.

Transition To The TransplantCOE Program: NCCN Guidelines® may include bone marrow/stem cell (SCT) transplantation as a potential treatment option for certain cancer diagnoses. Should a CancerCOE Provider recommend transplantation, care coordination will continue with the CancerCARE Program Nurse Coordinator, but transplant benefit provisions such as: travel, marrow/stem cell harvest benefits and other limitations in the TransplantCOE section of this Summary Plan Description shall apply.

Questions: If there are any questions regarding coverage or a specific provision of the CancerCARE Program, please contact the Plan Administrator or the CancerCARE Program at 877-640-9610.

INTERLINK Care Management, Inc.

Approved Distributor Plan Access Agreement

City of Villa Rica (hereinafter referred to as "Plan") has a relationship with Pareto Health (hereinafter referred to as "Approved Distributor"), which provides Plan access to the INTERLINK Care Management, Inc. (hereafter referred to as "INTERLINK") CancerCARE Program and CancerCOE network services at preferred rates. To take advantage of Approved Distributor's preferred rate and expedited enrollment process, the Plan must execute this Access Agreement and return it INTERLINK. All references to Plan within this Agreement shall include Plan's designated agent or administrator where applicable.

DEFINITIONS

Program Compliant: A Covered Person status obtained when the Covered Person has (1) completely registered into the CancerCARE Program and (2) the treatment is deemed concordant with a compliant benefit level as defined within the Plan's CancerCARE benefit language. INTERLINK shall maintain a provider review process for proposed treatment. Should the proposed treatment not adhere to applicable guidelines for a Program Compliant benefit level, INTERLINK shall encourage the provider to supply all the necessary documentation for a compliance review. An INTERLINK medical professional, or an oncology medical specialist hired by INTERLINK for such services, shall review submitted documentation and render a Program Compliant benefit review determination. INTERLINK shall report Program Compliant status to the Plan for benefit determination.

Per Employee/Per Month (PEPM) Fee: The compensation paid to INTERLINK on a monthly basis by Plan for access to the CancerCARE Program. This fee shall include all CancerCARE Program services with the exception of Complex Case Management.

National Comprehensive Cancer Network (NCCN®): An alliance of the nation's most prominent hospitals that review outcome information for cancer treatments, publish evidence-based NCCN Guidelines® and update them as needed.

NCCN User Flow-Down Terms: INTERLINK warrants that there is currently an effective license agreement with NCCN®, which authorizes the Plan to incorporate the NCCN® name and required NCCN Guidelines® into Plan's benefit plan language, subject to the User Flow-Down terms attached hereto as Appendix A. INTERLINK agrees to provide the Plan written notice within thirty (30) days of any material change to the license agreement.

McKesson Specialty Health's Clear Value Plus℠: Application developed by McKesson which provides optimal courses of treatment called Value Pathways. Value Pathways are created by the input of patient specific clinical facts into the application which utilizes NCCN Guidelines®. Each Value Pathway has been based on efficacy, toxicity and cost, providing value to the Covered Person and the Plan. Adherence to Value Pathways can provide the opportunity for enhanced benefits to the Covered Person depending on how the Plan implements the CancerCARE benefit language.

CancerCARE Triage Center: The INTERLINK staffed call center, open Monday through Friday, 8:00 AM to 5:00 PM (PST), collects medical and health plan information required to register Covered Persons into the CancerCARE Program and answers Covered Person questions regarding the CancerCARE Program. Within two days after collecting information from Covered Persons and/or providers, staff shall assign Covered Persons into the appropriate Risk Management Group and send the appropriate CancerCARE Program information to Plan. The CancerCARE Triage Center shall be available to provide information and support to Covered Persons throughout the treatment process.

Risk Management Group: During the registration process, the Covered Person is assigned a risk group status. The three classifications are assigned based upon a particular diagnosis or stage of cancer and/or any

comorbidities. The three groups are: (a) low risk diagnoses, with no radiation or chemotherapy treatment, (Explorer Program), (b) medium risk, diagnoses with radiation or chemotherapy treatment (Navigator Program) or (c) high risk diagnoses or high stage cancers identified as such by the Plan's CancerCARE benefit language, or those cases requiring over four hours of triage center case management (Compass Program). Each group is assigned specific measures and objectives. Each Covered Person will be monitored pursuant to his/her classification. If a CancerCARE coordinator determines that a certain Covered Person's condition warrants a transfer from one group to another, such transfer shall be communicated to the Plan and Covered Person, along with supporting documentation. Reasons for a transfer between Risk Management Groups may vary, and depend upon each Covered Person's particular diagnosis, stage or comorbidities.

TERMS & CONDITIONS

Inserting Conforming CancerCARE Plan Language: CancerCARE benefit language must be included in the Plan Document for participation. Upon request from Approved Distributor, INTERLINK will review the Plan Document and provide model CancerCARE benefit language based upon existing Plan provisions. Plan may modify the model CancerCARE benefit language, but certain provisions are recommended in order to ensure effectiveness. Such provisions include (1) Program Compliant Benefit Level definitions, (2) a significant benefit level reimbursement differential for Program Compliant and Non-Compliant care, (3) COE Travel Benefits and (4) the COE Referral List, as written. Plan agrees to consult with INTERLINK if significant modifications to the CancerCARE model benefit language are considered, and to provide INTERLINK a copy of its Plan Document to facilitate inclusion of the CancerCARE benefit language.

Implementation and Covered Person Notifications: All Covered Persons with a cancer diagnosis (new or existing) must register with the CancerCARE Triage Center to be eligible to receive a Program Compliant benefit level. Prior to the effective date, Plan agrees to complete the CancerCARE implementation program taught by INTERLINK and distribute Covered Person notification materials. The Plan additionally agrees to have the CancerCARE Program logo and the toll free Triage Center phone number included on the Covered Person's Plan benefit card. The Plan may order extra CancerCARE Program materials not included within the Implementation package at an additional cost. Please contact your account representative for pricing and information on additional materials.

Plan Profile / Plan Specifics: Plan agrees to provide a completed Plan Enrollment Form prior to or when submitting this executed Access Agreement to INTERLINK or Approved Distributor. A copy of this form shall be provided prior to provision of this Access Agreement. Plan agrees to notify the CancerCARE Program when substantive changes are made that would affect the operation of the CancerCARE Program. Applicable PEPM payments shall be based upon Plan reported enrollment. Plan agrees to provide monthly enrollment to INTERLINK on the 15th day of the month following each quarter. INTERLINK may seek to confirm the contents of the Plan Enrollment Form periodically and at each renewal. Should any Covered Person of the Plan elect coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"), Plan agrees to notify INTERLINK, and keep INTERLINK apprised of Covered Person's status.

Names, Logos and Proprietary Information: The model CancerCARE benefit language contains numerous registered and trademarked logos and business names. Plan is authorized to replicate and use those protected and trademarked logos pursuant to the NCCN® User Flow-Down Terms, which are attached hereto as Appendix A and incorporated by reference. McKesson Specialty Health reserves all rights in its trademarked names and logos. INTERLINK reserves all rights in its trademarked names and logos but authorizes Plan to use INTERLINK's intellectual property for materials and communications created for the implementation and operation of the CancerCARE Program. All CancerCARE supplied information is proprietary information owned by INTERLINK and should not be copied or shared with others without prior consent from INTERLINK.

Discounts, Contracts and Claims Payment: Plan agrees that all CancerCARE Covered Persons receiving Plan pre-authorized care at a CancerCOE Provider and utilizing an INTERLINK network agreement shall be paid according to the terms and conditions contained in the network agreement between INTERLINK and the CancerCOE Provider, notwithstanding the Covered Person's Program Compliant status. If a CancerCOE Provider (in the context of cancer related services or a transition to transplant) requires the execution of individual patient Memorandums of Understanding (MOU), the Plan hereby authorizes and instructs

INTERLINK to execute such MOU's on behalf of the Plan unless INTERLINK receives instructions to the contrary on or before the second business day following Plan's receipt of the executed MOU from INTERLINK. If the Plan knows, or has reason to believe, that the Plan payment or the Plan coverage will not cover its financial responsibility described in the MOU, the Plan shall contact INTERLINK. INTERLINK will accept, review and reprice CancerCOE Provider bills only. Most cancer treatments monitored by this program will likely be performed by community based providers and Plan should continue to use PPOs, or other discounted arrangements for that care. Only those registrants with planned or scheduled treatment with a CancerCOE Provider will receive CancerCARE ID cards directing claims to INTERLINK. CancerCOE Provider Network Discounts and repricing fees are included in the CancerCARE Triage Center PEPM fee. If a Covered Person becomes a transplant candidate and utilizes an INTERLINK transplant network agreement, an additional access fee will apply if the Covered Person actually receives a transplant.

Signature Authority: The authority to sign MOU's on behalf of the Plan, as granted above, shall be in force until INTERLINK is notified by Plan in writing that such authority is terminated. By signing below, the authorized officer/employee for Plan represents and warrants his or her authority to grant INTERLINK MOU signature authority.

Reporting: The CancerCARE Program provides reports for analytical, historical and planning purposes, and also provides written notifications for benefit payment level purposes upon any change in Covered Person status or treatment plan. INTERLINK shall produce a report for analytical and planning purposes at the end of each quarter and the end of the benefit year. This report shall include (1) the Covered Persons who have registered into the CancerCARE Program and those who did not successfully register and (2) the Covered Persons who were referred to Complex Case Management, the date a case opened and closed with Complex Case Management. Individual Complex Case Management referrals, including initial, ongoing and closure reports will be sent to the Plan on occurrence or monthly.

PEPM Fee Calculation and Payment: Approved Distributor's agreement with INTERLINK entitles Plan to receive Promotional Pricing, which is significantly lower than usual and customary pricing for the CancerCARE Program. The PEPM rate shall be based on Approved Distributor's Agreement with INTERLINK. Notification of any change in the CancerCARE Fee Schedule shall be provided by INTERLINK to Plan with forty five (45) days prior written notice. INTERLINK shall invoice Plan monthly based upon the number of employee lives Plan has specified within the Plan Enrollment Form. Plan shall be responsible for providing updated information with regard to employee lives per the Plan Profile / Plan Specifics provision of this Agreement. Alternatively, Plan may elect to make payment electronically by electing ACH payment on the Plan Enrollment Form, and providing the required information. Payment shall be due thirty (30) days from the date of invoice or on the date specified for ACH Payment. Payments not made within 30 days from the date of invoice or ten (10) days from the date of ACH Payment shall incur late payment penalties of nine percent (9%) per annum.

Term/CancerCARE Program Renewal : A CancerCARE Program commitment runs from the beginning of the Plan benefit year to the end of the Plan benefit year, and automatically renews for additional benefit years unless terminated by Plan or INTERLINK with thirty (30) days written notice prior to renewal. If Plan elects to terminate, INTERLINK shall bill for applicable PEPM and Case Management services for 30 days from the date of notice. INTERLINK may terminate this Agreement immediately upon Plan's breach of any requirement herein. Upon termination, INTERLINK will transition any Covered Persons in Case Management to replacement vendors.

Complex Case Management: The CancerCARE Program includes Complex Case Management for those Covered Persons with a high risk cancer diagnosis. These case managers employ clinical expertise to determine which Covered Persons will receive the most value from case management. Plan hereby acknowledges that the CancerCARE Program is responsible for referring Covered Persons to, or removing Covered Persons from, nurse case management, whether at the time of diagnosis or later in the course of treatment. For Covered Persons with a preexisting cancer treatment protocol with an existing case manager, INTERLINK will provide nurse-to-nurse oversight level services to collect treatment information on an hourly basis, provided that Plan prefers to continue with the existing case manager. Fees for Complex Case Management are in addition to the PEPM fee. Payment for any applicable Complex Case Management fees

shall be due within thirty (30) days from the date of invoice. Payments not made within 30 days from the date of invoice shall incur late payment penalties of nine percent (9%) per annum. Plan agrees to compensate INTERLINK for Complex Case Management fees incurred by Covered Persons who retroactively terminate COBRA coverage.

Interpretation Services: Should a Covered Person require the use of an interpreter, Plan agrees to reimburse INTERLINK for the cost of such services. Such cost shall be included on the PEPM invoice with a copy of the invoice for interpretation paid by INTERLINK.

Confidentiality: INTERLINK and the Plan agree to keep information confidential, which includes but is not limited to rate and proprietary information, and any information regarding covered members in accordance with all state and federal laws. INTERLINK and Plan agree to execute further agreements as necessary, including but not limited to a Business Associate Agreement, to fully comply with all current and future state and federal patient confidentiality laws.

Limit of Liability: Plan acknowledges that INTERLINK will not be deemed or understood to be an ERISA plan administrator or fiduciary, and that INTERLINK has no responsibility of any kind for: (1) medical outcomes or the quality or competence of any physician, facility or provider rendering service, (2) payment of any medical, hospital or other bills resulting from any medical or surgical treatment or confinement and (3) interpretation of any benefit plan contract concerning coverage or denial of benefits.

Effective Date: This Agreement shall be effective on 11/1/2017. Plan acknowledges that CancerCARE Program operations may be limited if appropriate documentation such as the final Plan Document implementing the CancerCARE Program, this Agreement, or the Plan Enrollment Form are not provided prior to the Effective Date. Plan further agrees to use best efforts to participate in or facilitate appropriate Plan and Vendor implementations prior to the Effective Date.

CancerCARE Fee Schedule:

Fee Type	Fee Structure	Rate
Triage Center PEPM Monthly Fee	Based on APPROVED DISTRIBUTOR's Agreement	$1.30 per employee / per month
Complex Case Management	Hourly, billable in six (6) minute increments	$130.00 / hour

The pricing outlined above shall be good for one Plan benefit year commencing after the date of execution of this Access Agreement.

Acknowledged and agreed:

City of Villa Rica

Signature: _____ Date: _____

Print Name: _____ Title: _____

TO ACTIVATE THIS ARRANGEMENT, FAX THIS FORM TO INTERLINK AT 503.640.2028.

INTERLINK Care Management, Inc.

CancerCARE Participation Agreement

APPENDIX A

USER FLOW-DOWN TERMS

1. Grant of Limited License.
INTERLINK grants to CLIENT a non-transferable, non-exclusive, limited, personal license to access and view the NCCN Guidelines® and the NCCN Compendium® provided via the INTERLINK CancerCARE Program.

2. Intellectual Property Rights.
CLIENT acknowledges that NCCN is the owner of all right, title and interest in and to the NCCN Compendium®, including, without limitation, all modifications, updates and other derivative works thereof and all copyright and other intellectual property rights related thereto. CLIENT agrees that it shall not at any time dispute, challenge, or contest, directly or indirectly, NCCN's right, title and interest in and to the NCCN Guidelines® and the NCCN Compendium®, or assist or aid others to do so.

3. Restrictions on Use.
A) General
CLIENT may view the NCCN Guidelines® and the NCCN Compendium® via the INTERLINK CancerCARE Program solely for its own personal purposes. User may not copy, transfer, reproduce, modify or create derivative works of any part of the NCCN Guidelines® or the NCCN Compendium® for any reason and may not use the NCCN Guidelines® or the NCCN Compendium® for any commercial purpose.

B) Clinical Use
Clinicians may use the NCCN Guidelines® or the NCCN Compendium® accessed via the INTERLINK CancerCARE Program to support diagnosis and treatment of their cancer patients. At all times and for all purposes, the NCCN Guidelines® and the NCCN Compendium® may only be used in the context of clinicians exercising independent medical or professional judgment within the scope of their professional license. No one, including clinicians, may use the NCCN Guidelines® or the NCCN Compendium® for any commercial purpose and may not claim, represent, or imply that NCCN Guidelines® or the NCCN Compendium® that have been modified in any manner is derived from, based on, related to or arises out of the NCCN Guidelines® or the NCCN Compendium® .

C) Notices
No copyright, trademark or other notices or legends contained on the NCCN Compendium® shall be removed and all copies of the NCCN Guidelines® or the NCCN Compendium® must contain, at a minimum, the following notices: "© National Comprehensive Cancer Network, Inc 2011, All Rights Reserved. NATIONAL COMPREHENSIVE CANCER NETWORK®, NCCN®, NCCN GUIDELINES® and NCCN COMPENDIUM® are trademarks owned by the National Comprehensive Cancer Network, Inc."

D) Review of Use
Upon NCCN's request, CLIENTS shall provide NCCN with examples of each use of the NCCN Guidelines® or the NCCN Compendium® under this Agreement. CLIENT agrees to immediately cease any such use on receipt of notice from NCCN that such use is in violation of this Agreement.

4. Restrictions; Disclaimers; Limitation of Damages.
A) General
The NCCN Guidelines® and the NCCN Compendium® are based upon consensus of the authors regarding their views of currently accepted approaches to cancer treatment. The NCCN Guidelines® and the NCCN Compendium® are produced completely independently and are not intended to promote any specific drug or biologic. INTERLINK is a licensee of the NCCN Guidelines® and the NCCN Compendium® with permission to utilize the NCCN Guidelines® and the NCCN Compendium® solely as references. NCCN does not certify, guarantee, or promote the INTERLINK CancerCARE Program or its accuracy. To purchase the latest version of the NCCN Compendium® or to view the complete library of NCCN content, visit NCCN.org.

B) Updates
The NCCN Guidelines® and the NCCN Compendium® are updated at NCCN's discretion to reflect updates and changes in cancer care. All responsibility for INTERLINK to utilize updated versions of the NCCN Guidelines®

and the NCCN Compendium® rests solely with INTERLINK. NCCN has no obligation to advise CLIENT of any updates nor does NCCN have any obligation to update the NCCN Guidelines® or the NCCN Compendium® at any time for any reason.

C) No Representations or Warranties
NCCN makes no representations or warranties and explicitly disclaims the appropriateness or applicability of the NCCN Guidelines® or the NCCN Compendium® to any specific patient's care or treatment. Any clinician seeking to treat a patient using the NCCN Guidelines® or the NCCN Compendium® is expected to use independent medical judgment in the context of individual clinical circumstances of a specific patient's care or treatment.

D) WARRANTY DISCLAIMER
NCCN MAKES NO WARRANTIES CONCERNING THE NCCN GUIDELINES® OR THE NCCN COMPENDIUM®, WHICH ARE PROVIDED "AS IS." NCCN DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. NCCN DOES NOT WARRANT THE ACCURACY, CURRENCY, APPROPRIATENESS, APPLICABILITY OR COMPLETENESS OF THE NCCN COMPENDIUM®, NOR OF ANY PARTICULAR NCCN GUIDELINE® OR MAKE ANY REPRESENTATION REGARDING THE USE OR THE RESULTS OF THE USE OF THE NCCN COMPENDIUM® IN TREATMENT.

E) LIABILITY LIMITATION
IN NO EVENT SHALL NCCN OR ITS MEMBER INSTITUTIONS BE LIABLE FOR ANY DAMAGES OF ANY KIND INCLUDING DIRECT, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE LICENSE GRANTED UNDER THIS AGREEMENT OR USE OF THE NCCN COMPENDIUM® INCLUDING, WITHOUT LIMITATION, LOSS OF LIFE, PHYSICAL INJURY, PROPERTY DAMAGE, LOSS OF DATA, LOSS OF INCOME OR PROFIT, OR ANY OTHER DAMAGES, LOSSES OR CLAIMS, EVEN IF NCCN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES OR CLAIMS.

5. Trademarks.
CLIENT recognizes that NATIONAL COMPREHENSIVE CANCER NETWORK®, NCCN®, NCCN Guidelines® and NCCN COMPENDIUM®, are trademarks ("Marks") of the National Comprehensive Cancer Network, Inc., that NCCN retains all goodwill and intellectual property rights in such Marks and shall not use the Marks or any confusingly similar Marks for any commercial purpose, including, without limitation, for purposes of marketing or promoting its services, without the prior written approval of NCCN, which approval may be withheld in NCCN's sole discretion. Each approved use of the Marks shall require the independent written approval of NCCN.

6. Modification of User Agreement.
NCCN reserves the right to change the terms of the User Agreement with regard to the NCCN Guidelines® or the NCCN Compendium® at any time. Updated versions of this Agreement will appear in the INTERLINK CancerCARE Program. Continued use of any updated version of the NCCN Guidelines® or the NCCN Compendium® after any such changes constitutes CLIENT's agreement to be bound by such changes.

7. Remedies for Violation.
NCCN reserves the right to seek all remedies available at law and in equity for violations of the User Agreement, including but not limited to the right to block access to the NCCN Guidelines® and/or the NCCN Compendium®.

8. General.
CLIENT agrees that this Agreement contains the entire agreement between NCCN and CLIENT relating to its subject matter. If any provision of this Agreement is held to be invalid or unenforceable, the validity and enforceability of the remaining provisions shall not be affected thereby. The terms of this Appendix will be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without giving any effect to the conflict of law provisions thereof, and each party agrees to submit to personal jurisdiction in the federal and state courts of Pennsylvania and waives any objection to venues in said courts. This Agreement will not be governed by the United Nations Conventions of Contracts for the International Sale of Goods, the application of which is expressly excluded. The NCCN Guidelines® or the NCCN Compendium® will not be shipped, transferred or exported into any country or used in any manner prohibited by the United States Export Administration Act, or any other export laws, restrictions.

CITY OF VILLA RICA

City Council Packet

SUBJECT Script Sourcing

CITY COUNCIL AGENDA DATE: 10/25/2017

DATE:10/24/2017

PREPARED BY: Stephanie Rooks

FISCAL IMPACT: 25% of savings realized by the City by using the International Pharmacy Program Medications and Manufacturer Coupons. $55 Record keeping agreement when using manufacturer coupons.

ANNUAL –
CAPITAL –
OTHER –

FUNDING SOURCE: General Fund and employee contributions through health insurance premiums.

PURPOSE: This is another piece that will enhance the health insurance package. This is a service that provides alternative mail order sources for generic and brand name prescription solutions. This service can save the City money on Rx costs by sourcing through Canada as well as utilizing manufacturer coupons.

BACKGROUND:

STAFF RECOMMENDATION: Approval, and authorization of the City Council allowing the Mayor or the City Manager to sign the contract.

IMPACT:

scriptsourcing

SERVICES AGREEMENT

This Services Agreement is entered into on _October 23 , 2017, by ScriptSourcing, LLC ("ScriptSourcing") and _____ ("Employer").

RECITALS

The ScriptSourcing Program is a prescription advocacy, sourcing and concierge service. Employer wishes to implement ScriptSourcing to provide an alternative mail order generic and brand name prescription solution to health plan participants and beneficiaries that are deemed by ScriptSourcing and Employer to be eligible to participate (each a "Potential Recipient"). ScriptSourcing shall provide Employer with certain development, implementation and administration of services specified in, and subject to the terms of, this Agreement (collectively, the "Services").

In consideration of the mutual promises in this Agreement, Employer and ScriptSourcing agree as follows.

Section I. – The Services

1. Program Development and Implementation Services. ScriptSourcing shall consult with Employer concerning the development of the ScriptSourcing Program and assist Employer in implementing ScriptSourcing. In addition, ScriptSourcing shall assist Employer and its benefit consultant, if any, in developing a Potential Recipient communication and education strategy. ScriptSourcing shall work collaboratively with any relevant parties on Employer's behalf (including Employer's Human Resources Department, benefit consultant, broker, etc.) to develop the ScriptSourcing Program with respect to Potential Recipients. Notwithstanding the preceding, ScriptSourcing and Employer agree that Potential Recipients are not required to use the ScriptSourcing Program.

2. Administration Services. During the term of this Agreement, ScriptSourcing shall provide Employer with administration services with respect to ScriptSourcing as more fully described below. Employer shall provide ScriptSourcing with all data and other information which shall be necessary or advisable, in ScriptSourcing's reasonable judgment, for ScriptSourcing to perform such administration services. All information obtained from Employer is confidential and ScriptSourcing shall not disclose such information to any third parties without the express written consent of Employer unless such disclosure is reasonably necessary for purposes of administering ScriptSourcing or is required to be disclosed by law.

   As part of the administration services performed under this Agreement, ScriptSourcing will:

   (a) Assist Employer with ScriptSourcing Program implementation, including:
   - Employee understanding
   - Member participation
   - Employee satisfaction
   - Improved prescription compliance
   - Custom videos
   - Onsite promotion
   - Web promotion

- Posters
- Social media

(b) Consult with Employer concerning these aspects of ScriptSourcing:
- Quarterly formulary and prescription pricing audit & savings analysis
- Prescription expertise
- Prescription plan design
- Ongoing member education and plan promotion
- Target mail campaigns

Section II. – Employer Responsibility

1) Employer Responsibility. Employer acknowledges and agrees that ScriptSourcing's sole responsibility with respect to ScriptSourcing shall be to provide the Services expressly described in this Agreement. Employer shall bear sole and exclusive responsibility for all other aspects of ScriptSourcing.

2) Compensation of ScriptSourcing. By implementing ScriptSourcing, Potential Recipients and Employer will realize certain savings resulting from a decrease in Employer's prescription plan costs. ScriptSourcing does not charge a set up fee for this service. Rather, for the Services described in this Agreement, Employer will pay ScriptSourcing the following fees (the "Fees"):

A. International Pharmacy Program. If ScriptSourcing is able to successfully source medications using its international pharmacy program ("International Pharmacy Program Medication"), Employer shall pay ScriptSourcing 25% of the savings realized by Employer for the International Pharmacy Program Medication. For this purpose, "savings" is defined as the difference between the Employer's incumbent PBM cost of the International Pharmacy Program Medication minus the international cost for such International Pharmacy Program Medication. Notwithstanding the preceding, if the incumbent PBM cost is not available, ScriptSourcing will use the International Pharmacy Program Medication cost of a comparable PBM, as determined by ScriptSourcing in its discretion.

B. Manufacturer's Assistance. If ScriptSourcing is able to successfully source medications using the assistance of the manufacturer of the medication ("Manufacturer's Assistance Medication"), ScriptSourcing will provide the Manufacturer's Assistance Medication at no cost. Employer shall pay ScriptSourcing (1) a $55 per month recordkeeping fee, plus (2) 25% of the savings realized by Employer for the Manufacturer's Assistance Medication. For this purpose, ScriptSourcing will determine "savings" using one of the following methods, as determined by ScriptSourcing in its sole and absolute discretion: (1) the lowest price for the medication listed on GoodRx.com or US RX Care as of the date that ScriptSourcing is measuring the savings, (2) the Employer's incumbent pharmacy benefit management ("PBM") cost of the medication, or (3) a comparable PBM's cost of the medication.

> **Example**: Assume that ScriptSourcing successfully obtains manufacturer cost assistance for a 90 day supply of Sovaldi, resulting in a $0 copay for the employee and an $84,000 savings to the Employer. Also assume that the lowest cost listed on GoodRx.com or US RX Care for Sovaldi as of the date that ScriptSourcing is measuring savings is $84,000. The Employer pays ScriptSourcing $21,165 for its services (i.e. $55 recordkeeping fee x three months + $84,000 savings for the Employer x 25%).

C. Technology Fee. At any point during the term of this Agreement, ScriptSourcing may, in its discretion, charge the Employer a technology enhancement fee (the "Technology Fee"). The Technology Fee is equal to a one time fee of $500, plus $0.50 per employee per month.

On a monthly basis, ScriptSourcing shall provide to Employer's third party administrator an invoice containing a calculation of the fees payable to ScriptSourcing pursuant to this Agreement. Fees are payable within 30 days of the date of the invoice. Balances not paid within 60 days of the invoice date will be subject to a late charge of $25.00 per month for each month or partial month until paid in full.

3) Data Verification. ScriptSourcing will monitor, track and substantiate prescription claims through ScriptSourcing vendors and periodically provide a savings analysis to Employer.

4) Nondisclosure. The Nondisclosure Agreement previously entered into by ScriptSourcing and Employer shall remain in full force and effect, notwithstanding this Agreement.

5) Capacity of ScriptSourcing; Release; Discretion. In performing its duties and obligations under this Agreement, ScriptSourcing is acting only as an independent consultant, and shall not be deemed to be an agent of Employer or a fiduciary, sponsor, or trustee of the Plan. ScriptSourcing shall be entitled to rely upon, and shall not be liable for any actions taken in reliance upon, any information provided by, and any oral and written representation of, Employer, any trustee of the Plan, any employee, dependent, or participant in the Plan or any other party to the extent that such reliance is not negligent in accordance with industry standards. ScriptSourcing shall not have any discretion or authority with respect to the control, handling, investment or disposition of Plan assets (if any). ScriptSourcing is not, and shall not be deemed to be, an insurer, underwriter, or guarantor with respect to the Plan.

Section III. – Term and Termination

1) This Agreement shall commence on October 23, 2017 (the "Effective Date"). The initial term of this Agreement shall be for one year commencing on the Effective Date. Upon the expiration of the initial term, this Agreement will automatically renew for successive one year periods unless one party provides to the other party written notice of its intent not to renew this Agreement at least 90 days prior to the expiration of the then current term. This Agreement may also be terminated as provided below.

2) If either party breaches any material provision of this Agreement, the non-breaching party shall have the right to terminate this Agreement on 90 days prior written notice to the breaching party of the breach, provided that the breach has not been cured by the breaching party (or the breaching party has not taken reasonable steps to cure the breach) within such 90 day period. No termination shall affect any rights of either party to collect damages or assert any other remedy for breach of this Agreement.

3) Either party may terminate the Agreement upon 90 days' written notice to the other party.

4) This Agreement terminates upon termination of ScriptSourcing generally, subject to termination of all products, services, and proprietary strategies introduced by ScriptSourcing. Termination of this Agreement shall not have any effect on Employer's confidentiality or other obligations under the Nondisclosure Agreement between the parties.

5) On the termination of this Agreement, all obligations of ScriptSourcing cease. However, Employer agrees to continue to pay ScriptSourcing the Fees outlined in this Agreement for so long as medications continue to be sourced through the ScriptSourcing Program.

6) On termination, Employer agrees to return to ScriptSourcing either before or immediately upon the termination of this Agreement any and all written information, materials or equipment which constitutes, contains or relates in any way to proprietary or confidential information of ScriptSourcing, and any other documents, equipment and materials of any kind relating in any way to the business of ScriptSourcing which are or may be in its possession, custody and control and which are or may be the property of ScriptSourcing whether or not confidential.

Section IV. – Miscellaneous

1) Notices. Any notice under this Agreement shall be given by personal delivery, overnight carrier or by mail, registered or certified, or postage prepaid with return receipt requested. Notices shall be addressed to the parties at the addresses appearing on the signature page of this Agreement.

2) Waiver and Amendment. This Agreement may be modified, and the terms and conditions of this Agreement may be waived, only by a written instrument signed by the parties or, in the case of a waiver, by the party waiving compliance. The waiver by any party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

3) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Georgia (notwithstanding any conflict-of-laws doctrines of Georgia law).

4) Severability. The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions.

5) Successors: Assignment. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. No party may assign either this Agreement or any of its rights, interests or obligations under this Agreement without the prior written approval of the other party.

6) Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures had been on one document.

7) Liability for Damages.

A. UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING FROM THE IMPLEMENTATION OF THE SCRIPTSOURCING PROGRAM OR ANY OTHER PROVISION OF THIS AGREEMENT, SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS.

B. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES, AND EACH PARTY SPECIFICALLY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE POTENTIAL COST SAVINGS EMPLOYER WILL REALIZE BY IMPLEMENTING SCRIPTSOURCING, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SCRIPTSOURCING SPECIFICALLY DISCLAIMS ANY WARRANTY REGARDING THE FINANCIAL BENEFIT TO EMPLOYER OF IMPLEMENTING THE SCRIPTSOURCING PROGRAM.

8) Indemnity.

Each Party agrees to defend, indemnify, and hold harmless the other party and the officers, directors, agents, affiliates, distributors, franchisees and employees of the other party from and against any and all third party claims, demands, liabilities, costs or expenses including reasonable attorney's fees resulting from any breach of any obligation, duty, representation or warranty of this Agreement by the indemnifying party.

9) No Legal Advice.

ScriptSourcing are not lawyers and may not offer legal advice. Employer agrees to consult with, and rely on, its attorney with respect to any legal issues relating to the development, implementation or operation of ScriptSourcing.

The parties have executed this Agreement effective as of the date noted above.

ScriptSourcing, LLC
6080 Falls Road
Suite 201
Baltimore, MD 21209

By:_____
Gary C. Becker, President

Employer

By:_____

Print Name & Title: _____

scriptsourcing

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement is entered into and effective _____, by and between _____ (Vendor) with a principal address of _____ and ScriptSourcing, LLC with the principal address of 6080 Falls Road Suite 201 Baltimore, MD 21209.

WHEREAS, the privacy and security regulations issued by the Department of Health and Human Services pursuant to the Health Insurance Portability and Accountability Act of 1996 prescribe requirements for the protection of protected health information.

WHEREAS, the parties intend, in this agreement, to define the rights and responsibilities of each with respect to protected health information.

NOW, THEREFORE, in consideration of the promises and covenants contained herein and other good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, the parties mutually agree to the following terms and conditions:

1. DEFINITIONS

1.1 ***General***. The following terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information (PHI), Required By Law, Secretary, Security Incident, Unsecured Protected Health Information, and Use.

1.2 ***Specific Definitions***.

a. Agreement. "Agreement" shall mean the Agreement between the Covered Entity and the Business Associate and any Schedule or Amendments thereto, including this Agreement.

b. Business Associate. "Business Associate" generally shall have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this Agreement, shall mean Becker Benefit Group, Inc. aka ScriptSourcing.

c. Covered Entity. "Covered Entity" generally shall have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this Agreement, shall mean Employer.

d. CFR. "CFR" shall mean the Code of Federal Regulations.

e. Electronic Protected Health Information (e-PHI). "Electronic Protected Health Information (e- PHI)" shall have the same meaning as the term "electronic protected health information" in 45 CFR 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

2. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

a. Business Associate agrees to not Use or Disclose PHI other than as permitted or required by this Agreement or as permitted or Required By Law.

b. Business Associate agrees to use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to Electronic Protected Health Information (E-PHI), to prevent Use or Disclosure of the PHI other than as provided for by this Agreement.

c. Business Associate agrees to mitigate, to the extent reasonably practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of PHI by Business Associate or its agents or subcontractors in violation of the requirements of this Agreement.

d. Business Associate agrees to report to Covered Entity any Use or Disclosure of PHI not provided for by this Agreement of which it becomes aware, including breaches of Unsecured Protected Health Information as required at 45 CFR 164.410, and any Security Incident of which it becomes aware.

e. Business Associate agrees, in accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, to ensure that any agent, including a subcontractor, to whom it provides PHI received from, created, maintained, transmitted, or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions, conditions, and requirements that apply through this Agreement to Business Associate with respect to such information.

f. All PHI maintained by Business Associate for Covered Entity will be available in a Designated Record Set to Covered Entity in a time and manner that reasonably allows Covered Entity to comply with the requirements under 45 CFR 164.524. Business Associate shall not be obligated to provide any such information directly to any Individual or person other than Covered Entity.

g. All PHI, amendment(s) to PHI, and other information maintained by Business Associate in a Designated Record Set as directed or agreed to by the Covered Entity pursuant to 45 CFR 164.526 will be available to Covered Entity in a time and manner that reasonably allows Covered Entity to comply with the requirements under 45 CFR 164.526. Business Associate may take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526.

h. Business Associate agrees to maintain, document, and make available such Disclosures of PHI and information related to such Disclosures that it is aware of as would be required for Covered Entity or respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 CFR 164.528. This provision covers the actions of Business Associate with respect to explicit Disclosure of PHI; it does not cover Disclosures that may result from inappropriate choices of security settings or inappropriate usage of Business Associate's services by Covered Entity.

i. Business Associate is not required by this Agreement to make Disclosures of PHI to Individuals or any person other than Covered Entity, and Business Associate is therefore not expected to maintain documentation of such Disclosure as described in 45 CFR 164.528. In the event that Business Associate

does make such Disclosure, it shall document the Disclosure as would be required for Covered Entity to respond to a request by an Individual for an accounting of Disclosures in accordance with 45 CFR 164.528, and shall provide such documentation to Covered Entity promptly on your request.

j. Business Associate agrees to consider any amendment(s) to PHI stored on the Business Associate's servers in accounts owned by Covered Entity at the request of Covered Entity or an Individual, and in the time and manner agreed upon by Business Associate and Covered Entity. Such amendments and their terms must be negotiated and agreed upon by Business Associate and Covered Entity before they will be implemented.

k. Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the Use and Disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Secretary, within 30 days of a verified request, for purposes of the Secretary determining Covered Entity or Business Associate's compliance with the HIPAA Rules.

l. To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, Business Associate agrees to comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligation(s).

3. PERMITTED USES AND DISCLOSURES

3.1 ***General Use and Disclosure***. Except as otherwise limited in this Agreement, Business Associate may Use or Disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement, provided that such Use or Disclosure would not violate the HIPAA Rules if done by Covered Entity. Business Associate is authorized by Covered Entity to use PHI to de-identify the information in accordance with 45 CFR 164.514(a) – (c).

3.2 ***Specific Use and Disclosure***. Except as otherwise limited in this Agreement, Business Associate may:

a. Use PHI for the proper management and administration of Business Associate or to carry out its legal responsibilities;

b. Disclose PHI for the proper management and administration of Business Associate, provided that disclosures are (i) Required By Law, or (ii) Business Associate obtains reasonable assurances from the person to whom the information is Disclosed that it will remain confidential and used or further Disclosed only as Required By Law or for the purpose for which it was Disclosed to the person, and the person will notify Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached;

c. Use PHI to report violations of law to appropriate Federal and State authorities, consistent with CFR 164.502(j)(1);

d. Use, Disclose, and request PHI consistent with Covered Entity's Minimum Necessary policies and procedures;

e. Not Use or Disclose PHI in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity; and

f. Provide Data Aggregation services relating to the Health Care Operations of Covered Entity.

4. OBLIGATIONS AND PROVISIONS OF COVERED ENTITY TO INFORM BUSINESS ASSOCIATE OF PRIVACY PRACTICES AND RESTRICTIONS

a. Covered Entity shall utilize Business Associate's services in a way that ensures that Covered Entity is in compliance with Subpart E of 45 CFR Part 164.

b. Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's Use or Disclosure of PHI.

c. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to Use or Disclose PHI, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI.

d. Covered Entity shall notify Business Associate of any restriction to the Use or Disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's Use or Disclosure of PHI.

5. PERMISSIBLE REQUESTS BY COVERED ENTITY

a. Covered Entity shall not request Business Associate to Use or Disclose PHI in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by Covered Entity.

b. Covered Entity agrees not to use Business Associate's services for the transmission or storage of e-PHI.

c. Covered Entity agrees to indemnify and hold harmless Business Associate, its directors, officers, shareholders, parents, subsidiaries, affiliates, and agents, from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from Covered Entity's failure to fulfill its obligations under this Agreement to use Business Associate's services in such a manner as to prevent the unauthorized disclosure of PHI.

5. TERM AND TERMINATION

5.1 ***Term***. The Term of this Agreement shall be effective as of the date this agreement is signed and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section, or on the date Covered Entity terminates for cause as authorized in Section 5.2 of this Article, whichever is sooner.

5.2 ***Termination for Cause***. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

a. Provide an opportunity for Business Associate to cure the breach or end the violation within the time specified by Covered Entity;

b. Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or

c. If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

5.3 ***Effect of Termination***. Upon termination of this Agreement, for any reason, Business Associate shall return to Covered Entity or destroy, within 90 days of termination, all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI after this time. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. If return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

6. MISCELLANEOUS

6.1 ***Regulatory References***. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

6.2 ***Amendment***. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity and Business Associate to comply with the requirements of the HIPAA Rules, the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191, and all subsequent laws and regulations bearing on the subject matter of this Agreement.

6.3 ***Survival***. The respective rights and obligations of Business Associate under Article 5 of this Agreement shall survive the termination of this Agreement.

6.4 ***Interpretation***. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the HIPAA Rules.

IN WITNESS WHEREOF, Business Associate and Covered Entity have caused this Agreement to be executed by their duly authorized officers, effective as of the date first above written.

"Covered Entity"	"Business Associate"
_____	ScriptSourcing, LLC
By: _____	By: _____
Print Name: _____	Print Name: Gary C. Becker
Title: _____	Title: President
Date: _____	Date: _____

scriptsourcing

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (the "Agreement") is entered into as of _____ (the "Effective Date") by and between **ScriptSourcing, LLC** its affiliates, (collectively the "Discloser") and _____(the "Recipient").

Discloser and Recipient wish to explore a business relationship, and in connection with this possible venture/prospective business, Discloser may disclose to Recipient certain confidential technical and business information, which Recipient will use only for the purpose of exploring the possible venture/prospective business and will otherwise keep confidential.

In consideration of the mutual promises and covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. For the purpose of this Agreement "Data" means any and all information, disclosed by the Discloser to the Recipient for study, evaluation, review and/or use by Recipient for the purpose of assisting the Recipient in determining whether to enter into a business relationship with Discloser. This Agreement and its terms and conditions are activated upon execution of this Agreement or acceptance of any Data, and the contemplated business relationship by Recipient need not commence or begin for the terms and conditions of this Agreement to be binding. For the purposes of this Agreement, "Data" includes, but is not limited to, the following matters as they pertain to the parties hereto and their respective affiliates, and whether such disclosure is made in oral or written form: any and all written, oral, or electronic communication or other documents; proprietary systems, back office services, risk management systems, and all risk mitigation strategies, risk transfer programs, and performance based compensation information; confidential, proprietary, or trade secret information relating to Discloser's employees and its business operations; all communications between the parties, whether or not reduced to writing; information concerning performance data or track records; and any data, document, or information given by Discloser to Recipient regarding Discloser's business dealings and investment strategies. Data need not be novel or unique in order to be designated Data for purposes of this Agreement. The Recipient acknowledges that the Data is proprietary to the Discloser, has been developed and obtained through the Discloser's efforts, and that Discloser regards all of its Data as trade secrets.

2. Recipient acknowledges that the Data provided by Discloser is strictly confidential and owned exclusively by Discloser and its licensors. Therefore, Recipient expressly agrees not to disclose that any discussion or contracts with Discloser have occurred or are intended, other than as provided for in this Agreement or later provided by Discloser in writing. In addition, Recipient expressly hereby agrees that Recipient will not now or in the future use, directly or indirectly, any such Data or any derivatives thereof other than for the purpose of determining whether to enter into a business relationship with Discloser. All use of Data by Recipient shall be for the benefit of Discloser and, to the extent that Recipient shares any modifications and/or improvements to the Data, such modifications and/or improvements constitute Data of Discloser. If Recipient is found by a court of competent authority and jurisdiction to have taken and used the Data in violation of this Agreement, Discloser shall be entitled to seek all remedies available at law and/or equity.

3. Data shall not include that information that (a) is in the public domain by lawful means other than by any action done directly or indirectly by Recipient (b) was known to the Recipient prior to the disclosure, as evidenced by its business records, (c) was independently developed by or for the Recipient without reference to or use of Data received from the Discloser, (d) was lawfully obtained by the Recipient from a third party without violation of a confidentiality obligation, or (e) the Discloser agrees in writing that it may be disclosed by the Recipient. The Recipient shall have the burden of proving that any of the above exceptions apply by means of

documentary evidence available at the time Recipient claims the exception first became applicable. It is agreed that any disclosure of Data by Recipient, except as provided in this Agreement, may cause serious harm or damage to Discloser, its owners, officers and/or agents. Therefore, Recipient agrees that it will not use the Data furnished for any purpose other than as stated above, and agrees that Recipient will not either directly or indirectly by agent, employee or representative, disclose this Data, either in whole or in part, to any third party, provided, however that (i) Data furnished may be disclosed to those directors, officers, and employees of Recipient and to Recipient's advisors or their representatives who need such Data for the purpose of participating in any possible transaction (it being understood that those directors, officers, employees, advisors and representatives shall be informed by Recipient of the confidential nature of such Data and Recipient assumes and accepts complete liability for the use of such Data by such directors, officers, employees, advisors and representatives,) and (ii) any other disclosure of Data may be made so long as Discloser gives its consent in writing.

4. If Recipient determines it does not wish to proceed with a potential business relationship, Recipient will promptly advise Discloser of that decision. In that case, or in the event that Discloser, in its sole discretion, so requests at any time, Recipient will, upon such request, promptly deliver to Discloser all Data and all copies thereof, in whatever form of storage or retrieval, in Recipient's possession or in the possession of any representative of Recipient. In the event Recipient determines it does not wish to proceed with a potential transaction and Discloser does not request copies of Data, Recipient agrees it will destroy all copies of Data and any analyses which contain Data within a reasonable period of time and, upon request, certify in writing that such destruction has occurred.

5. In the event that Recipient is required by applicable law, regulation, government, judicial or administrative order, subpoena, discovery request, regulatory request or similar (which requirement shall not have been caused by the acts of Recipient) to disclose any Data or any other information concerning Discloser, Recipient agrees it will provide Discloser with prompt notice of such request or requirement in order to enable Discloser to seek an appropriate protective order or other remedy. Recipient may disclose only that portion of such Data or other information which such counsel advises Recipient in such opinion is legally required to be disclosed, provided that Recipient gives Discloser prior written notice of the information to be disclosed as far in advance of its disclosure as is practicable. In any such event Recipient will use its reasonable best efforts to ensure that all Data and other information that is so disclosed will be accorded confidential treatment, including by cooperating fully with Discloser to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded to such Data or other information.

6. Recipient agrees to indemnify, defend, and hold harmless Discloser from and against any and all obligations, losses, damages, liabilities, assessments, costs, charges, claims, or judgments (including, but not limited to, interest, attorneys' fees, and costs of enforcing such obligations under this indemnity) which result from: (i) use of the confidential information by Recipient or its representatives for any purpose other than the permitted use; any breach or alleged breach of any warranty, representation, agreement, or inducement herein made by Recipient or its representatives; any acts, omissions, or representations of Recipient; or other costs otherwise incurred by Discloser in enforcing or preserving Discloser's rights under this Agreement.

The parties agree that, to the extent that Discloser incurs any loss or liability arising out of disclosure or use of any Data by Recipient or its representatives (other than as authorized in this Agreement), that disclosure or use will be deemed to have been by the Recipient for purposes of determining whether Recipient breached any of its obligations under this Agreement.

7. Recipient acknowledges that the Data to be disclosed hereunder is of a unique and valuable character, and that the unauthorized dissemination of the Data would diminish or destroy the value of such information. Therefore, the parties agree that Discloser shall be entitled to injunctive relief preventing the dissemination of any Data in violation of the terms of this Agreement. Such injunctive relief shall be in addition to any other remedies available to Discloser, whether at law or in equity. Discloser shall be entitled to recover its costs and fees, including reasonable attorneys' fees, incurred in obtaining such relief.

8. Recipient shall notify Discloser immediately upon the discovery of any unauthorized use or disclosure of Data by Recipient or its representatives, or any other breach of this Agreement by Recipient or its representatives, and will cooperate with Discloser's efforts to prevent further unauthorized use of the Data.

9. Each party warrants that it has the right to enter into this Agreement. DISCLOSER MAKES NO OTHER WARRANTIES UNDER THIS AGREEMENT. Recipient acknowledges and agrees that Discloser makes no representation or warranty as to the accuracy or completeness of the Data and that Discloser is under no obligation to disclose any Data it chooses not to disclose.

10. The parties acknowledge and agree that this Agreement does not create a joint venture, partnership, franchisor and franchisee, or employee and employer relationship between the parties. In addition, each party represents and warrants that it has the necessary corporate power and authority to enter into this Agreement, as well as carry out its obligations and grant the rights it has granted under this Agreement.

11. It is further acknowledged that the laws of the State of Maryland, without regard to its conflict of laws principles, will be used to interpret this Agreement. Both parties hereby agree to personal jurisdiction, subject matter jurisdiction, and venue in any court in Baltimore, Maryland.

12. Each of Recipient and Discloser certifies that Recipient has read, understands, and agrees to all terms and conditions outlined in this agreement, and will be bound and abide by all such terms and conditions.

13. This Agreement supersedes all previous agreements relating to the subject matter of this Agreement and constitutes the entire understanding of the parties hereto.

14. This Agreement may be executed in counterparts, each of which shall be considered an original and all of which counterparts of each agreement shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first written above.

DISCLOSER	RECIPIENT
ScriptSourcing, LLC	_____
By: _____	By: _____
Name: Gary C. Becker	Name: _____
Title: President	Title: _____
Date: _____	Date: _____

wendell strickland

From: Amy Orebaugh <aorebaugh@cedartowngeorgia.gov>
Sent: Friday, October 20, 2017 11:35 AM
To: wendell strickland
Subject: Cedartown

It was wonderful talking with you this morning. Please let me know when you are available to come to the big city of Cedartown!

Warmest Regards,

Amy Orebaugh
Chief Financial Officer
p. 770-748-3220
f. 770-748-8962
aorebaugh@cedartowngeorgia.gov
City of Cedartown, Georgia

scriptsourcing

Group: City of Villa Rica Website: www.villarica.org

Contact Person: Stephanie Rooks Title: H.R. Manager

Mailing Address: 571 W. Bankhead Highway Villa Rica GA 30180

Phone Number: (678) 840-1223 Fax Number: (678) 785-1090

E-mail Address: srooks@villarica.org

Current PBM: US-Rx Care Current TPA: HealthScope

Billing Contact: _____

Stop-Loss Carrier: _____

S-L Carrier Contact: _____ Email Address: _____

Is your plan Self-Insured? Yes No

Does your program provide benefits for Retirees & their Dependents? Yes (No)

Current Number of Tiers: 3

Current 30-Day Co-pays: Tier 1: 10 Tier 2: 35 Tier 3: 60

Current 90-Day Co-pays: Tier 1: Tier 1: 30 Tier 2: 105 Tier 3: 180

Do you currently subscribe to a Mail Order Program? Yes

If yes, what is your Mail Order Program Co-pay?
Tier 1: 25 Tier 2: 87 Tier 3: 150

Does your plan require Prior Authorization for certain medications? _____
If yes, please provide a complete listing.

Does your plan have a Step Therapy Program? Yes No

Does your plan require Generic substitution? (Yes) No
If 'yes', do you allow medical exceptions? (Yes) No
What documentation is required?
('DAW' (dispense as written)) Generic Waiver Form Other

Does your program have Sub Groups and/or Divisions to be noted? Yes No
i.e. Co-pays, Eligibility, Payment, Report, etc.

Anticipated start date: 10-23-17

Number of employees: 140 Estimated number of eligible members: 117

AMENDMENT NO. 1 TO [NAME OF PLAN]

This Amendment No. 1 to the [Name of Plan] is adopted as of 10-23-17, 2___.

The Employer wishes to amend the Plan to specify coverage for certain drugs under the terms described in this Amendment.

Accordingly, the drug coverage provisions of the Plan are amended by adding the following language to the existing language in the Plan:

In addition to other coverages provided under the Plan, the Plan provides coverage for the following prescription drugs facilitated by the Plan's vendor, ScriptSourcing:

1. Drugs acquired through ScriptSourcing's Manufacturer's Assistance Program ("MAP"). These are specialty drugs and other higher-cost drugs specifically identified by ScriptSourcing as MAP drugs, that are not on the Plan's formulary list, and that are acquired from their manufacturers, through ScriptSourcing's efforts, at no cost or a lower cost. (Any reduced costs paid for these drugs and ScriptSourcing's fees to the employer under the MAP, are considered claims expenses for all purposes of this Plan.)

If an attempt by ScriptSourcing to acquire such a drug from its manufacturer at no cost or a lower cost is unsuccessful, the Plan's Pharmacy Benefit Manager may determine that the drug is medically necessary and in such a case the cost of the drug is considered a claims expense for all purposes of this Plan.

2. Drugs acquired through ScriptSourcing's International Prescription Program ("IPP"). These are drugs specifically identified by ScriptSourcing as internationally-sourced and are made available to Plan participants with no co-pay. The costs of these internationally-sourced drugs and ScriptSourcing's fees to the employer under the IPP are considered claims expenses for all purposes of this Plan.

The Employer has caused this Amendment to be adopted as of the date indicated above.

[Name of Employer] City of Villa Rica

By: _____

Print Name: Tom Barber, City Manager

[SEEN AND AGREED TO BY STOP-LOSS CARRIER:

[Name of Stop-Loss Carrier] HealthScope

By: _____

Print Name: _____]

SUMMARY OF MATERIAL MODIFICATIONS TO THE SUMMARY PLAN DESCRIPTION FOR [NAME OF PLAN]

This Summary of Material Modifications amends the Summary Plan Description for the [Name of Plan] that was provided to you previously. Please attach this Summary of Material Modifications to your Summary Plan Description. The changes described in this Summary of Material Modifications are effective 10-23, 2017.

Specifically, the drug coverage information in your Summary Plan Description is amended by adding the following language:

"In addition to other coverages provided under the Plan, the Plan provides coverage for the following prescription drugs facilitated by the Plan's vendor, ScriptSourcing:

1. Drugs acquired through ScriptSourcing's Manufacturer's Assistance Program ("MAP"). These are specialty drugs and other higher-cost drugs specifically identified by ScriptSourcing as MAP drugs, that are not on the Plan's formulary list, and that are acquired from their manufacturers, through ScriptSourcing's efforts, at no cost or a lower cost. (Any reduced costs paid for these drugs and ScriptSourcing's fees to the employer under the MAP, are considered claims expenses for all purposes of this Plan.)

If an attempt by ScriptSourcing to acquire such a drug from its manufacturer at no cost or a lower cost is unsuccessful, the Plan's Pharmacy Benefit Manager may determine that the drug is medically necessary and in such a case the cost of the drug is considered a claims expense for all purposes of this Plan.

2. Drugs acquired through ScriptSourcing's International Prescription Program ("IPP"). These are drugs specifically identified by ScriptSourcing as internationally-sourced and are made available to Plan participants with no co-pay. The costs of these internationally-sourced drugs and ScriptSourcing's fees to the employer under the IPP are considered claims expenses for all purposes of this Plan."

Please contact _____ at _____ if you have any questions about this Summary of Material Modifications, or any other questions about the Plan.