

33794

MinuteClinic Savings Strategy™ Program Letter Agreement

October 13, 2014

City of Long Beach
Attn: Ms. Sherriel Murry
Department of Human Resources
333 W. Ocean Blvd., 13th Fl.
Long Beach, CA 90802

Re: MinuteClinic Savings Strategy™ Program - Confidential Terms and Conditions

Dear Ms. Murry:

We are pleased the City of Long Beach ("Client") has chosen to continue its participation in the MinuteClinic, L.L.C. ("MinuteClinic") MinuteClinic Savings Strategy™ Program, formerly known as the MinuteClinic Cost Share Reduction Program (the "Program") which will allow you to provide MinuteClinic services to your medical benefit plan ("Plan") members ("Plan Members") at a reduced co-pay and with the added convenience of claim adjudication through your CaremarkPCS Health, L.L.C. ("CVS/caremark") administered pharmacy benefit.

The Program shall commence on January 1, 2015 ("Program Commencement Date") for your Plan and terminate in accordance with the terms below.

PROGRAM TERMS AND CONDITIONS

1. MinuteClinic will make available to Plan Members the clinical services described on Exhibit A, which may be amended from time to time by MinuteClinic ("MinuteClinic Services"). Client shall pay the fees outlined in Exhibit A ("MinuteClinic Fees"). In the event new MinuteClinic Services are added, MinuteClinic will notify Client of such MinuteClinic Services and associated fees for such MinuteClinic Services. MinuteClinic shall invoice these service fees through your CVS/caremark administered pharmacy benefit, and payments will be made in accordance with the terms of your Pharmacy Benefit Management Services Agreement with CVS/caremark (the "PBM Agreement")¹.
2. Client will cause the Plan to implement, for MinuteClinic Services when rendered by MinuteClinic, the co-pay or co-insurance levels described in the most current Client Requirements Document ("CRD") prepared by CVS/caremark and approved by Client. (Your CRD may need to be updated concurrently with the execution of this letter.)
3. On or before the Program Commencement Date, Client shall receive all authorizations and make all changes necessary for the Plan to implement the Program as part of its prescription benefit,

¹ Certain laboratory services associated with covered services performed at MinuteClinic locations in New Jersey, New York and Rhode Island will be invoiced directly to your health plan that manages your medical benefit or the patient by the laboratory due to specific laws and regulations in these States.

including but not limited to, updating Plan documents or amending the Plan's existing agreements with third parties. If requested by MinuteClinic, Client will provide written documentation evidencing the changes. Client is responsible for complying with all laws and regulations applicable to the Plan. Client shall provide any required or appropriate notifications to Plan Members concerning the MinuteClinic Program.

4. Client acknowledges that if the MinuteClinic Services are also covered under the Client's medical benefit plan, a Plan Member may elect to submit a claim for reimbursement under the medical benefit plan rather than through the Program. Client further acknowledges that a Plan Member may submit a claim for reimbursement under the medical benefit plan for MinuteClinic Services that have previously been submitted under the Plan's prescription benefit. It is the responsibility of Client to monitor claims under the medical benefit plan for potential dual submission, for which MinuteClinic shall have no liability. MinuteClinic shall, in coordination with CVS/caremark, work in good faith with Client/Plan sponsor to resolve any duplicative claim submissions or any claims filed under a medical benefit plan when the prescription benefit plan was intended or vice versa. It shall be the Client/Plan sponsor's responsibility to communicate with the Plan Member regarding prescription and medical benefits.
5. Client acknowledges and agrees, as a condition of this Program, that: (a) the MinuteClinic patient financial responsibility shall be [REDACTED] less than the standard office visit or primary care co-pay of the Plan Member's coinsurance responsibility for standard office visits] under the Plan for Plan Members; and (b) the co-pay or co-insurance ("Cost Share") for other retail health clinic providers under the Plan and under the Plan shall be greater than or equal to the standard office visit or primary care Cost Share.
6. To realize the value of the Program, the benefits of the Program must be initially and thereafter periodically communicated to Plan Members. To generate awareness and participation in the Program, Client agrees to (a) include the reduced co-pay or reduced fee schedule, in the event the Plan Members are responsible for a co-insurance amount, message in benefit materials including, but not limited to: (i) open enrollment materials; (ii) new hire orientation materials; and (iii) benefits web pages and print materials; (b) register for access to the Marketing Resource Center; and (c) utilize Marketing Resource Center supported marketing materials throughout the year. In addition, you authorize MinuteClinic or CVS/caremark to communicate with Plan Members regarding the value of the Program. Client also agrees to add CVS/caremark seed names/email addresses to communications being sent to enable verification of outreach components.
7. Client authorizes CVS/caremark to provide, and MinuteClinic to receive, Plan Member eligibility data as contemplated by this letter agreement. Client shall be responsible for ensuring that it has communicated to CVS/caremark up to date and accurate eligibility files with respect to Plan Members eligible for the Program. CVS/caremark and MinuteClinic shall identify eligible Plan Members by utilizing a real-time electronic eligibility check of the Plans' eligibility data files maintained by CVS/caremark via a portal between MinuteClinic and CVS/caremark systems.
8. The term of this letter agreement shall commence on the Program Commencement Date and continue until December 31, 2015, subject to earlier termination as set forth in this letter agreement. The term shall be automatically renewed for successive one (1) year renewal terms unless either party send notice of non-renewal to the other at least sixty (60) days prior to the end of the then-current term. MinuteClinic reserves the right to adjust the fees for the MinuteClinic

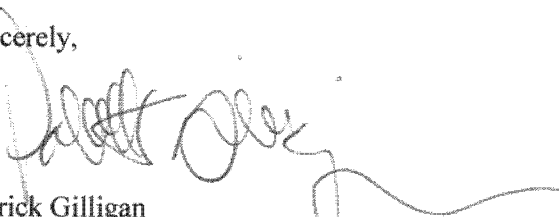
Services for any successive renewal term and shall provide Client with written notice of the new fees ninety (90) days prior to the beginning of the applicable renewal term and such fees shall thereafter be deemed incorporated into this letter agreement. Notwithstanding anything herein to the contrary, either party may at any time terminate this letter agreement upon sixty (60) days prior written notice to the other party.

- 9. This letter agreement may be executed in separate counterparts, each of which will be an original and all of which taken together shall constitute one and the same agreement, and any party hereto may execute this letter agreement by signing any such counterpart. The parties agree that this letter agreement may be delivered by electronic means (e.g., e-mail) and those copies will have the same effect as originals.

A copy of this letter agreement executed by the Client must be received by MinuteClinic no later than November 1, 2014 in order to ensure the continued implementation in the MinuteClinic Program for the Plan on the Program Commencement Date. If we receive the countersigned letter after this date, we will implement the MinuteClinic Program as soon as practicable following our receipt of the countersigned letter. The parties shall maintain the terms of this letter agreement in confidence.

If you have any questions, please do not hesitate to contact Eric Bluhm, Strategic Account Executive.

Sincerely,



Patrick Gilligan
Senior Vice President, Health System Alliances

LEGAL
REVIEWS

Client agrees to participate in the MinuteClinic Savings Strategy™ Program on the terms and conditions set forth above.

Agreed to by City of Long Beach:

P.B. West Assistant City Manager
Signature of Authorized Representative EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

City Manager
Title

Patrick H. West
Print Name

APPROVED AS TO FORM
12/2, 2014
CHARLES PARKIN, City Attorney
By Linda T. Vu
LINDA T. VU
DEPUTY CITY ATTORNEY

EXHIBIT A - MinuteClinic Savings Strategy Preferred Fee Schedule

CPT	Modifier	Description	Reimbursement
12001		Simple repair (to 2.5 cm) scalp-trunk-extremity	\$
12002		Simple repair (2.6-7.5 cm) scalp-trunk-extremity	\$
17110		Destruction of benign lesions (eg, cryosurgery, laser surgery, electrosurgery, chemosurgery, surgical curettement), other than skin tags or cutaneous vascular proliferative lesions; up to 14 lesions	\$
17111		Destruction of benign lesions (eg, cryosurgery, laser surgery, electrosurgery, chemosurgery, surgical curettement), other than skin tags or cutaneous vascular proliferative lesions; 15 or more lesions	\$
69210		Cerumen Removal	\$
80048	QW	Basic metabolic panel (Calcium, total)	\$
80061	QW	Cholesterol Screen	\$
80100	QW	Drug screen, qualitative; multiple drug classes chromatographic method, each procedure	\$
81002	QW	Urine Dip Stick	\$
81025	QW	Pregnancy Test	\$
82040	QW	Albumin; serum, plasma or whole blood	\$
82044	QW	Microalbuminuria	\$
82055	QW	Alcohol (ethanol); any specimen except breath	\$
82150	QW	Amylase	\$
82247	QW	Bilirubin; total	\$
82310	QW	Calcium; total	\$
82374	QW	Carbon dioxide (bicarbonate)	\$
82435	QW	Chloride; blood	\$
82465	QW	Cholesterol, serum or whole blood, total	\$
82565	QW	Creatine; blood	\$
82947	QW	Blood Sugar (glucose)	\$
83036	QW	HbA1c (hemoglobin)	\$
83655	QW	Assay of Lead	\$
83718	QW	Lipoprotein, direct measurement; high density cholesterol (HDL cholesterol)	\$
83887	QW	Nicotine	\$
84075	QW	ALP (alkaline phosphatase)	\$
84132	QW	Potassium	\$
84155	QW	Total Protect (TP), except by refractometry, serum, plasma or whole blood	\$
84295	QW	Sodium	\$
84443	QW	TSH (thyroid-stimulating hormone)	\$
84450	QW	Transferase; aspartate amino (AST) (SGOT)	\$
84460	QW	Transferase; alanine amino (ALT) (SGPT)	\$
84478	QW	Triglycerides	\$
84520	QW	Blood Urea Nitrogen (BUN) (Quantitative)	\$
85014	QW	Blood count; hematocrit (Hct)	\$
85018	QW	Blood count; hemoglobin (Hgb)	\$
85041	QW	Blood count; red blood cell (RBC), automated	\$
85210	QW	Clotting; factor II, prothrombin, specific	\$
85610	QW	Prothrombin time w/INR	\$
85730	QW	Thromboplastin time, partial (PTT); plasma or whole blood	\$
86140	QW	C-reactive protein;	\$
86308	QW	Mono Test	\$
86580	QW	TB Testing	\$
86689	90	HIV confirmatory test	\$
86703	QW	HIV Test	\$
86803	QW	Hepatitis C antibody	\$
87650		DNA Probe	\$
87804	QW	Influenza test for influenza A strain	\$
87804	QW	Influenza test for influenza B strain	\$
87809	QW	Infectious agent; adenodetector test for conjunctivitis	\$
87880	QW	Quick Strep Test	\$
90471		Vaccine Injection, Administration	\$
90472		Additional Vaccine Injection, administration	\$
90473		Immunization Administration by intranasal or oral vaccine	\$
90474		Additional Vaccine Injection, administration	\$
90632		Hep A Adult	\$
90633		Hep A Child - 2 dose	\$
90634		Hep A Child - 3 dose	\$
90636		Hepatitis A and hepatitis B Vaccine	\$
90649		Human Papilloma virus (HPV) vaccine, types 6, 11, 16, 18 (quadrivalent), 3 dose schedule, for intramuscular use	\$

MinuteClinic Savings Strategy Preferred Fee Schedule

CPT	Modifier	Description	Reimbursement
90654		Flu Shot - Fluzone intradermal	\$
90655		Flu Shot child (6mo to 35mo) no preservative	\$
90656		Flu Shot (36 mo+) no preservative	\$
90657		Flu Shot child (6mo to 35mo) contains preservative	\$
90658		Flu Shot-Adult (36 mo+) contains preservative	\$
90660		FluMist Nasal Spray	\$
90662		Flu Shot - Fluzone (High dose)	\$
90700		DTaP Vaccine	\$
90707		MMR Vaccine	\$
90713		IPV Vaccine	\$
90714		Tetanus/Diphtheria Vaccine	\$
90715		TDaP Vaccine	\$
90716		Varicella	\$
90732		Pneumovax Vaccine	\$
90733		Meningococcal polysaccharide vaccine (any group(s))	\$
90734		Meningococcal conjugate vaccine, serogroups A, C, Y and	\$
90744		Hep B Shot Child	\$
90746		Hep B Shot Adult	\$
92567		Tympanometry	\$
94010		Spirometry, including graphic record, total and timed	\$
94060	59	Bronchodilation responsiveness, spirometry	\$
94640	59	Nebulizer	\$
94640	76	Nebulizer	\$
96152		Health and behavior intervention, each 15 minutes, face-to-face; individual	\$
96154		Health and behavior intervention, each 15 minutes, face-to-face; family (with the patient present)	\$
96155		Health and behavior intervention, each 15 minutes, face-to-face; family (without the patient present)	\$
96372		Therapeutic, prophylactic, or diagnostic injection	\$
98960		Education and training for patient self-management by a qualified, non- physician healthcare professional using a standardized curriculum, face-to-face with the individual patient (could include caregiver/family)	\$
99000		Handling and/or conveyance of specimen for transfer	\$
99201		New Patient Minimal Visit	\$
99202		New Patient Expanded Visit	\$
99203		New Patient Detailed Visit	\$
99211		Established Patient Minimal Visit	\$
99212		Established Patient Visit	\$
99213		Established Patient Expanded Visit	\$
99214		Established Patient Detailed Visit	\$
99401		Preventive medicine counseling/risk factor reduction, 15 min	\$
99402		Preventive medicine counseling/risk factor reduction, 30 min	\$
99406		Preventive Medicine counseling/intervention, tobacco use	\$
99407		Preventive Medicine counseling/intervention, tobacco use, <10	\$
G0008		Administration of Influenza Vaccine-Medicare	\$
G0009		Administration of Pneumococcal Vaccine-Medicare	\$
G0010		Administration of Hepatitis B Vaccine-Medicare	\$
G0108		Diabetes Education - individual	\$
G0447		Face to Face Behavioral Counseling for Obesity	\$
J0171		Adrenalin, Epinephrine	\$
J1050		Injection, medroxyprogesterone acetate for contraceptive use, 150 mg	\$
J3420		Injection, Vitamin B-12 Cyanocobalamin, up to 1000 MCG	\$
J7620		Albuterol to 2.5	\$
Q2035		Afluria vacc, 3 yrs & >, im	\$
Q2036		Flulaval vacc, 3 yrs & >, im	\$
Q2037		Fluvirin vacc, 3 yrs & >, im	\$
Q2038		Fluzone vacc, 3 yrs & >, im	\$
Q2039		NOS vacc, 3 yrs & >, im	\$