

## FIRST AMENDMENT TO SERVICES AGREEMENT

This Amendment made and entered into this 1st day of May, 2023, by and between Pinellas County, a political subdivision of the State of Florida, hereinafter referred to as "County," and Express Scripts, Inc., St. Louis, MO hereinafter referred to as "Contractor," (individually referred to as "Party", collectively "Parties").

### WITNESSETH:

WHEREAS, the County and the Contractor entered into an agreement on January 1, 2022, pursuant to Pinellas County Contract No. 21-0180-P (hereinafter "Agreement") pursuant to which the Contractor agreed to provide Prescription Drug Benefits – Personnel Services for County; and

WHEREAS, Section twenty-two ("Amendment") of the Agreement permits modification by mutual written agreement of the parties; and

WHEREAS, the County and the Contractor now wish to modify the Agreement in order to provide for additional Pharmacy Benefits Manager (PBM) services.:

NOW THEREFORE, the Parties agree that the Agreement is amended as follows:

1. Contractor will provide additional PBM services as described in Attachment 1, PBM Agreement Service Addendum ("Addendum").
2. The attached Addendum is hereby incorporated and made part of the Agreement and is effective upon execution of this Amendment.
3. Except as changed or modified herein, all provisions and conditions of the original Agreement and any amendments thereto shall remain in full force and effect.

Each Party to this Amendment represents and warrants that: (i) it has the full right and authority and has obtained all necessary approvals to enter into this Amendment; (ii) each person executing this Amendment on behalf of the Party is authorized to do so; (iii) this Amendment constitutes a valid and legally binding obligation of the Party, enforceable in accordance with its terms.

IN WITNESS WHEREOF the Parties herein have executed this First Amendment as of the day and year first written above.

PINELLAS COUNTY, FLORIDA  
by and through its County Administrator



Barry A. Burton, County Administrator

CONTRACTOR:

DocuSigned by:



Authorized Signature

Grace Allen

Printed Authorized Signature

VP Account Management

Title Authorized Signature

**APPROVED AS TO FORM**

By: Keiah Townsend  
Office of the County Attorney



**EXPRESS SCRIPTS®**

## PBM Agreement Service Addendum

**Date of PBM Agreement:** 1/01/2022

**Client Name:** Pinellas County Government ("Sponsor")

**Carrier:** 5291 **BPL/Contract:**  **Group:**

**Effective Date of Addendum:** 5/1/2023

**If you are sending Prenotification letters please provide the following:**

1. Formulary in place as of effective date of the letter: NPF

Sponsor hereby directs Express Scripts to implement the selected programs on the attached Clinical Programs schedule as of the Effective Date. Sponsor agrees to pay the applicable fees in accordance with the payment provisions of the PBM Agreement. Upon execution by Sponsor, this Addendum shall replace and supersede any previously executed Clinical Programs schedule Addendum as it pertains to the programs contained herein and shall become part of and incorporated into the PBM Agreement between Sponsor and Express Scripts identified above as of the Effective Date.

## Clinical Programs

Express Scripts (ES) offers a comprehensive suite of trend and integrated health management programs.

This offering may change or be discontinued from time to time as we update our offering to meet the needs of the marketplace.

Program	Fee	In Place	Add	Remove
Hinge Health Chronic MSK Only	\$995 per enrolled member per year (subject to milestone schedule below)			
Hinge Health Full MSK Suite	<b>Chronic:</b> \$995* per enrolled member per year (subject to milestone schedule below) <b>Acute:</b> \$250* per enrolled member per year, billed in full in month one of member's program enrollment <b>Prevention:</b> \$0 per enrolled member per year <b>Surgery:</b> \$995* per enrolled member per year (subject to milestone schedule below) <b>Expert Medical Opinion:</b> \$0 per enrolled member per year *Maximum total cost per member per year is \$995		X	
Hinge Health Full MSK Suite minus Expert Medical Opinion	<b>Chronic:</b> \$995* per enrolled member per year (subject to milestone schedule below) <b>Acute:</b> \$250* per enrolled member per year, billed in full in month one of member's program enrollment <b>Prevention:</b> \$0 per enrolled member per year <b>Surgery:</b> \$995* per enrolled member per year (subject to milestone schedule below) *Maximum total cost per member per year is \$995			

**PCG requested prescription drug claims reimbursement invoice and not administrative fee invoice**

By signing of this Clinical Addendum, SPONSOR agrees to all terms and conditions contained herein.

**Hinge Health MSK Guarantees**

*ROI Guarantee for Chronic Program:* Includes guarantee of a 1.5X ROI (measured by cost savings as defined below) will be achieved or up to 100% of Chronic MSK program fees will be reimbursed.

Cost savings are assessed based on the reduction of pain as measured by the visual analog scale (VAS), before and after participating in the Chronic MSK program's intensive 12-week phase. To achieve a 1.5:1 ROI, the following calculated value needs to exceed the total fees paid by Sponsor for the Chronic MSK program:

$$[((\text{Pain at screening}) - (\text{Pain at 12 weeks}) / (\text{Pain at screening})) \times 100] \times \$71.09^* \times \text{number of Enrolled Members} = \text{total cost saved}$$

If a 1.5x ROI is not achieved according to the metric above for the Chronic Program, Sponsor will receive a prorated refund of up to 100% of program fees paid. Program performance will be assessed, and any required refunds issued within approximately four (4) months after the end of each 12-month period, starting on the program effective date, for Enrolled Members that completed the 12-week Program during the preceding 12 months.

**Hinge Health MSK Terms and Conditions**

- 1) Sponsor has requested and hereby directs ESI to bill Sponsor for fees herein on Sponsor's prescription drug claims reimbursement invoice and not on Sponsor's administrative fees invoice. Sponsor agrees that any such fees billed to Sponsor on the claims reimbursement invoice shall not be considered to be a claim for Covered Drugs for any purpose under the Agreement, and such fees shall not be subject to or included in any financial guarantees under the Agreement, including but not limited to pricing discount guarantees and rebate guarantees. Sponsor represents and warrants to ESI that it is not legally prohibited from being billed for such fees on its claims reimbursement invoice nor from paying such fees. Sponsor further accepts all liability and responsibility relating to the billing the fees on its claims reimbursement invoice and the payment thereof, and agrees that ESI shall have no liability to Sponsor or any third party for the same.
- 2) ESI may use information or data collected for participation in Hinge Health MSK, including information collected from third parties or SPONSOR, to administer the program, to contact participants in the program to support their participation, for the purpose of performing outcomes and/or opportunity analyses, for health, safety and wellness programs, pharmacy benefit plan administration, administration of other programs that SPONSOR may enroll in, including but not limited to Health Connect 360 and other similar programs, practice of pharmacy and other analytics to improve SPONSOR's performance, performing analytics for the development and improvement of programs offered by ESI, and for assessing the effectiveness of ESI programs, of which results may be provided by ESI to other SPONSORS, potential SPONSORS or healthcare organizations, including pharmaceutical companies consistent with the Business Associate Agreement between the parties and HIPAA. Results provided to third parties must be provided on a de-identified basis.
- 3) Upon SPONSOR enrollment in the Hinge Health MSK program, Express Scripts and Hinge Health will use SPONSOR's data to provide enrollment information regarding the offering to SPONSOR's members meeting the Hinge Health program eligibility criteria including additional individuals or eligible members identified by SPONSOR..
- 4) SPONSOR agrees that Hinge Health and Express Scripts may contact SPONSOR's members and any additional eligible members identified by SPONSOR regarding services offered as part of the program consistent with Business Associate Agreement between the County and ESI and as limited by HIPAA.
- 5) SPONSOR is responsible for determining if an offered program supports the delivery of a basic health benefit (or a required activity such as case management or care coordination) or is an eligible supplemental benefit as defined by CMS and as submitted in SPONSOR's bids. ESI shall assist, but SPONSOR retains the obligation, to determine whether the SPONSOR incurs administrative costs or direct medical costs in providing the program.
- 6) Criteria for solution is subject to change at the discretion of Hinge Health and Express Scripts.

### **Hinge Health MSK Billing Definitions**

"Eligible Lives" means Sponsor's eligible members who are invited to participate in the Hinge Health program. For solely the purposes of this addendum, "member" shall mean any individual reported to ESI by Sponsor in the Eligibility Files for the Hinge Health program. Whole population targeting includes all eligible members within an enrolled client, 18 years and older.

"Enrolled Member" is defined as an eligible member who has completed enrollment for the Hinge Health MSK program including meeting the program clinical screening criteria for enrollment and acceptance into the program based on such criteria.

"Billable Activity" is defined as: for the Acute program, the Enrolled Member must onboard and complete at least one in-app exercise therapy or virtual physical therapy activity; for the Chronic program and Surgery program, the Enrolled Member must onboard and complete at least one in-app exercise therapy or ENSO session.

"Cohort" shall mean all potential Enrolled Members from Sponsor that enrolled in Hinge Health programs during the same month (enrolled = on-boarded and completed Engagement), provided, however, that if there are 10 or fewer such Enrolled Members from Sponsor, "Cohort" shall mean all potential Enrolled Members from Express Scripts that enrolled in Hinge Health programs during the same month.

"Engagement" shall mean a respective Enrolled Member having completed a Billable Activity.

Fees for Participating Patients: After a member enrolls in Hinge Health Chronic or Surgery program, Sponsor will be billed according to the following milestone schedule:

- Milestone 1 (\$331): upon the Enrolled Member's Engagement in the program
- Milestone 2 (\$332) if Cohort engages in at least 4 exercise therapy or ENSO sessions on average per Enrolled Member and is at least 30 days into the program
- Milestone 3 (\$332): if Cohort engages in at least 8 exercise therapy or ENSO sessions on average per Enrolled Member and is at least 60 days into the program

If a member continues to utilize the program in year 2, defined as completing at least one in-app exercise therapy, a second fee of \$995 would be applied. For members that enroll in the Acute program, a fee of \$250 per year will apply to anyone who onboards and completes at least one in-app exercise therapy or virtual physical therapy activity, billed in month one of the program. If during the course of the Acute program, a member switches to the Chronic or Surgery program, the \$250 fee would be applied to the \$995 yearly Chronic or Surgery program fee, so the SPONSOR will not be responsible for more than \$995 per year. The maximum fee Sponsor will pay for an enrolled member is \$995 per year and capped at \$300,000.00 annually.