

**NOTICE OF OPEN MEETING
A G E N D A
SPECIAL COUNCIL MEETING
City of Moberly
Moberly Municipal Building
204 N. Clark Street
September 23, 2020
4:00 PM**

Posted:

Pledge of Allegiance

Roll Call

Approval of Agenda

Recognition of Visitors

Communications, Requests, Informational Items & Consent Calendar

Public Hearing and Receipt of Bids

1. Receipt of renewal options for Benefit Outline and Cost Summary for the City of Moberly.

Ordinances & Resolutions

2. A Resolution Authorizing The City Manager Of The City Of Moberly, Missouri To Execute A Client Order Form With Truveris For Pharmacy Benefit Management.

Anything Else to Come Before the Council

Adjournment

We invite you to attend virtually by viewing it live on the City of Moberly You Tube Live Channel, Facebook page. A link to the City's Channel can be found on our website's main page at www.cityofmoberly.com. The public is invited to attend the Council meeting. Representatives of the news media may obtain copies of this notice by contacting the City Clerk. If a special accommodation is needed as addressed by the Americans with Disabilities Act, please contact the City Clerk twenty-four (24) hours in advance of the meeting.

City of Moberly City Council Agenda Summary

Agenda Number: #1.
 Department: Administration
 Date: September 23, 2020

Agenda Item: Receipt of renewal options for Benefit Outline and Cost Summary for the City of Moberly.

Summary: Fully Insured Quotes
 USI priced a fully insured option for health insurance with a January 1, 2021 renewal. The attached table looks at our current self-insured plan and compares it to a fully insured plan with UHC and Anthem. USI based these on not changing the plan design to give an accurate comparison. The UHC fully insured plan is estimated to cost about \$2,166.663 total and the Anthem fully insured plan is \$1,915,519 total cost. Comparing this to the estimated run out cost of our self-insured plan, we estimate the UHC plan is a 46.4% increase and the Anthem plan would be a 31.9% increase.

Recommended

Action: Accept these renewal option.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:		Roll Call	Aye	Nay
<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes	Mayor		
<input type="checkbox"/> Staff Report	<input type="checkbox"/> Proposed Ordinance	M__ S__ Jeffrey	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/> Correspondence	<input type="checkbox"/> Proposed Resolution	Council Member		
<input type="checkbox"/> Bid Tabulation	<input type="checkbox"/> Attorney's Report	M__ S__ Brubaker	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> P/C Recommendation	<input type="checkbox"/> Petition	M__ S__ Kimmons	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> P/C Minutes	<input type="checkbox"/> Contract	M__ S__ Davis	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment	M__ S__ Kyser	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice			
<input type="checkbox"/> Consultant Report	<input type="checkbox"/> Other _____		Passed	Failed



**City of Moberly
Medical Plan
Benefit Outline and Cost Summary
January 01, 2021 Renewal**

Benefit Outline	Current		UHC Fully Insured				Anthem Fully Insured					
	Plan 1		Plan 2		Plan 1		Plan 2		Plan 1		Plan 2	
Carrier / PBM	UMR		UMR		UHC		UHC		Anthem		Anthem	
Plan Type	PPO		PPO		PPO		PPO		PPO		PPO	
Plan Name	Base		Buy Up		Base		Buy Up		Base		Buy up	
Network	Choice Plus		Choice Plus		Choice Plus		Choice Plus		Blue Access		Blue Access	
Deductible (Individual / Family)	\$1,500 / \$4,500		\$1,000 / \$3,000		\$1,500 / \$4,500		\$1,000 / \$3,000		\$1,500 / \$4,500		\$1,000 / \$3,000	
Deductible Type	Embedded		Embedded		Embedded		Embedded		Embedded		Embedded	
Out-of-Pocket Maximum (Ind. / Fam.)	\$1,750 / \$5,250		\$1,750 / \$5,250		\$1,750 / \$5,250		\$1,750 / \$5,250		\$1,750 / \$3,500		\$1,750 / \$3,500	
Coinsurance (In)	80%		90%		80%		90%		80%		90%	
Wellness / Preventive Care	\$0		\$0		\$0		\$0		\$0		\$0	
Primary Care Office Visit	Ded, 80%		Ded, 90%		Ded, 80%		Ded, 90%		Ded, 80%		Ded, 90%	
Specialist Office Visit	Ded, 80%		Ded, 90%		Ded, 80%		Ded, 90%		Ded, 80%		Ded, 90%	
Walk-In / Urgent Care Visit	Ded, 80%		Ded, 90%		Ded, 80%		Ded, 90%		Ded, 80%		Ded, 90%	
Emergency Room	Ded, 80%		Ded, 90%		Ded, 80%		Ded, 90%		Ded, 80%		Ded, 90%	
Outpatient Lab / X-Ray	Ded, 80%		Ded, 90%		Ded, 80%		Ded, 90%		Ded, 80%		Ded, 90%	
Complex Imaging (MRI, CAT, PET, et.al)	Ded, 80%		Ded, 90%		Ded, 80%		Ded, 90%		Ded, 80%		Ded, 90%	
Outpatient Surgical Facility	Ded, 80%		Ded, 90%		Ded, 80%		Ded, 90%		Ded, 80%		Ded, 90%	
Inpatient Hospital Facility	Ded, 80%		Ded, 90%		Ded, 80%		Ded, 90%		Ded, 80%		Ded, 90%	
Prescription OOP Max (Ind./ Fam.)	Included in medical		Included in medical		Included in medical		Included in medical		Included in medical		Included in medical	
Retail Prescription Drug Copays	\$10 \$25 \$45		\$10 \$30 \$45		\$10 \$30 \$50		\$10 \$30 \$50		\$10 \$25 \$45		\$10 \$25 \$45	
Mail Order Prescription Drug Copays	\$20 \$50 \$90		\$20 \$60 \$90		\$25 \$75 \$125		\$25 \$75 \$125		\$20 \$50 \$90		\$20 \$50 \$90	
Specialty Prescription Drugs	\$500		\$500		N/A		N/A		25%		25%	
Non-network Deductible (Ind. / Fam.)	\$1,500 / \$4,500		\$1,000 / \$3,000		\$1,500 / \$4,500		\$1,000 / \$3,000		\$1,500 / \$4,500		\$1,000 / \$3,000	
Non-network OOP Max (Ind. / Fam.)	\$2,000 / \$6,000		\$2,000 / \$6,000		\$2,000 / \$6,000		\$2,000 / \$6,000		\$3,500 / \$7,000		\$3,500 / \$7,000	
Non-network Coinsurance	60%		70%		60%		70%		60%		70%	
Rates & Total Cost	Enroll.	Premium	Enroll.	Premium	Enroll.	Premium	Enroll.	Premium	Enroll.	Premium	Enroll.	Premium
Employee	81		8		81	\$744.77	8	\$752.11	81	\$734.29	8	\$780.72
Employee + Spouse	4		0		4	\$1,839.58	0	\$1,857.71	4	\$1,468.58	0	\$1,561.44
Employee + Child(ren)	10		0		10	\$1,310.80	0	\$1,323.71	10	\$1,285.01	0	\$1,366.26
Employee + Spouse & Child(ren)	30		1		30	\$2,524.77	1	\$2,549.65	30	\$2,019.30	1	\$2,146.98
Total Employees = 134	125	\$0	9	\$0	125	\$1,878,429	9	\$102,798	125	\$1,665,371	9	\$100,713
<i>Estimated Run Out</i>												
<i>Admin Termination Fees (12 Mo.)</i>												
Annual Total												
<i>Change from Current</i>												
<i>Percentage Change</i>												
Notes												
1. All Coinsurance amounts after deductible, unless otherwise noted												

City of Moberly City Council Agenda Summary

Agenda Number: #2.
 Department: Administration
 Date: September 23, 2020

Agenda Item: A Resolution Authorizing The City Manager Of The City Of Moberly, Missouri To Execute A Client Order Form With Truveris For Pharmacy Benefit Management.

Summary: USI submitted a plan from Truveris to help reduce the PBM cost for the city's self-insured pharmacy costs. This contract is for a three year term and will help reduce the costs by an estimated 15% next year.

Recommended

Action: Approve this resolution.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:		Roll Call	Aye	Nay
<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes	Mayor		
<input type="checkbox"/> Staff Report	<input type="checkbox"/> Proposed Ordinance	M__ S__ Jeffrey	___	___
<input type="checkbox"/> Correspondence	<input checked="" type="checkbox"/> Proposed Resolution	Council Member		
<input type="checkbox"/> Bid Tabulation	<input type="checkbox"/> Attorney's Report	M__ S__ Brubaker	___	___
<input type="checkbox"/> P/C Recommendation	<input type="checkbox"/> Petition	M__ S__ Kimmons	___	___
<input type="checkbox"/> P/C Minutes	<input type="checkbox"/> Contract	M__ S__ Davis	___	___
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment	M__ S__ Kyser	___	___
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice		Passed	Failed
<input type="checkbox"/> Consultant Report	<input type="checkbox"/> Other _____			

BILL NO: _____

RESOLUTION NO: _____

A RESOLUTION AUTHORIZING THE CITY MANAGER OF THE CITY OF MOBERLY, MISSOURI TO EXECUTE A CLIENT ORDER FORM WITH TRUVERIS FOR PHARMACY BENEFIT MANAGEMENT.

WHEREAS, the City of Moberly (the “City”) maintains a self-insured health insurance benefit for employees which includes pharmacy benefits; and

WHEREAS, the City’s health insurance broker, USI, has recommended to the City that a Pharmacy Benefit Manager (“PBM”) would provide cost savings for pharmacy claims; and

WHEREAS, Truveris has submitted a Client Order Form, attached, with proposed terms to assist the City in locating pharmacy benefit managers to provide discount prescription drug programs for the City’s self-insured pharmacy plan which should reduce the City’s overall PBM cost in exchange for a per claim payment or an annual minimum fee, whichever is greater; and

WHEREAS, the proposed 3-year term for PBM services is in the City’s best interest and is recommended by City staff.

NOW, THEREFORE, the City of Moberly agrees to the terms of the Client Order Form and hereby authorizes the City Manager to execute the Client Order Form on behalf of the City and to take such other and further actions as may be necessary to complete the engagement.

RESOLVED this 23rd day of September, 2020, by the Council of the City of Moberly, Missouri.

Presiding Officer

ATTEST:

City Clerk

Truveris Order ID:	<u>0062I000014F6Bk</u>	Lives:	<u>297</u>
Effective Date	<u>08-25-2020</u>	Estimated Annual Claims:	<u>2,970</u>
Estimated Implementation Date	<u>01-01-2021</u>	Offer Expiration:	<u>09-30-2020</u>

PARTIES

"TRUVERIS"	"CLIENT"	"AGENT" OR "BROKER"
TRUVERIS 2 Park Avenue, Suite 1500 New York, NY 10016	City of Moberly 101 West Reed Street Moberly, MO 65270	USI - St. Louis 308 North 21st Street St. Louis, MO 63103
CONTACTS		
Cathy Fladeland Sales Director cfladeland@truveris.com		Derek Duncan Sr. Vice President, Employee Benefits Derek.Duncan@usi.com

This Order Form is entered into as of Effective Date and is by and between Truveris, Inc. and Client. Truveris and Client may be referred to in this Order Form individually as a "Party" and collectively as the "Parties." For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the terms and conditions of this Order Form through their undersigned authorized representatives.

This Order Form includes and incorporates by reference the Master Service Agreement found at www.truveris.com/truveris-msa, ("MSA"), its Exhibits, product descriptions, and Business Associate Agreement www.truveris.com/baa-agreement ("BAA"), which are either attached hereto or found at specified links herein (together, the "Agreement"); provided, however, that in the event of any conflicts between this Order Form and the MSA, BAA, Product Descriptions and their Exhibits, this Order Form will take precedence and prevail. Terms not defined in this Order Form have the meaning indicated in the MSA. The Agreement constitutes the entire agreement between the Parties regarding this subject matter, and supersedes all prior agreements, representations and understandings, oral or written, between the Parties regarding this subject matter.

1. **SERVICES & FEES** Client has retained Truveris, and Truveris agrees to perform the following Services which are more specifically described and found at the requisite links within each individual Services below (Product Descriptions may be amended or updated from time-to-time by Truveris), which are incorporated by reference into this Order Form.
 - a. **Services and Fees**
 - i. **Expanded (jat6)**

Fees					
Per Claim Fee		\$1.65 per Claim			
Annual Minimum		\$15,000.00			
PRODUCT	SERVICE TERM START	-	SERVICE TERM END	FREQUENCY	Product Description
Clear Options RX (aka TruBid Express)	1/1/2020	-	12/31/2020	One-Time	See Expanded (jat6) Product Description further described in www.truveris.com/co-rx-jat6
TruGuard	1/1/2021	-	12/31/2023	Quarterly	
Support	PBM Contract Compare			1 Round	
	PBM Implementation Support			Up to 5 meetings	

b. Payment Terms

- i. Client shall direct its PBM, Carrier, TPA or Coalition (“Designee”) to pay Truveris or may elect to pay Truveris directly for Services listed above (the “Fees”). The Fees are the greater of (i) the Annual Minimum; for every year of the TruGuard Term or (ii) the Client’s actual Claims multiplied by the Per Claim Fee over the TruGuard Term. The Fees shall be invoiced as follows: (a) Annual Minimum upon award to the winning pharmacy benefits provider, and then every year thereafter of the TruGuard Term; and (b) the actual Claims multiplied by the Per Claim Fee in excess of the Annual Minimum. Truveris shall reconcile actual Claims versus the Annual Minimum, at least once within each anniversary of the Estimated Implementation Date and shall be adjusted on the following invoice. In the event Truveris receives payment exceeding the Per Claim Fee, or the Annual Minimum that is received in advance, from Client or Designee, Truveris will remit the amounts in excess of the Fees to Client within a commercially reasonable amount of time, but no later than sixty (60) days.
- ii. If Client has elected to have the Fees paid by Designee on behalf of Client, the Designee may require additional actions and/or procedures from the Client to permit the remittance of Fees to Truveris. Client shall coordinate and work with Designee to satisfy those actions and/or procedures. If Client’s failure to satisfy those actions and/or procedures results in the non-payment of Fees to Truveris, Client shall be responsible for all Fees due to Truveris.
- iii. The purchase of (i) Clear Options RX, (ii) TruGuard Services, or (iii) other services as described are all separate offers and separate from any other order from any other Service. Client understand that it may purchase (i) Clear Options RX, (ii) TruGuard services, or (iii) other services as described independently of any other product or service. Client’s obligation to pay for (i) Clear Options RX, (ii) TruGuard services, or (iii) other services as described, is not contingent on delivery of hardware or programs or performance of any other service.
- iv. For the avoidance of doubt, should Client direct Designee to stop payment of the Fees to Truveris, Client agrees to be liable for all outstanding Fees due to Truveris.
- v. As applicable, the Client shall request that the Fees in this Order Form be (i) invoiced to the Designee selected by Client to be paid by Designee on behalf of Client; (ii) underwritten by the Designee, to be paid by Designee to Truveris during the Order Form Term, on behalf of Client; or (iii) invoiced to Client or its Designee directly. All Fees are payable within thirty (30) days of receipt of an invoice from Truveris. For the avoidance of doubt and clarity, any subsequent agreement between Client and the Designee requiring the Designee to pay the Fees on behalf of Client does not relieve Client of its obligation to pay the Fees to Truveris if (i) the Designee fails to make the payment(s); (ii) if the agreement between Client and Designee is terminated or absolved by either Client or Designee during the Order Form Term without cause; or (iii) the Client fails to execute a contract for services with the incumbent or any other Designee participating in the Clear Options RX process. The Client shall remain responsible for payment of the Fees to Truveris and any additional fees incurred through the effective date of termination. Client acknowledges and agrees that such Fees shall not be a penalty but are liquidated damages that represent the fair value received by Client from Truveris for the Services rendered if terminated prior to the conclusion of the Initial Term.

2. TERM & TERMINATION

The term of this Order Form shall begin on the Effective Date and remain in effect until the conclusion of all Services in this Order Form (“Initial Term”), unless terminated early by either Party in accordance with the Agreement. Thereafter, this Order Form will auto renew for one (1) year terms (each, a “Renewal Term”) and continue unless Client notifies Truveris of non-renewal at least ninety (90) days prior to the end of the Initial Term or Renewal Term, as applicable, or is terminated as set forth below (the Initial Term together with any Renewal Term(s), the “Order Form Term”). Notwithstanding the foregoing, Client agrees to a minimum term of two years of TruGuard Services. The completion of any Service shall not terminate this Order Form.

This Order Form may be terminated by either Party in the event of a material breach of this Order Form by the other Party (the “Defaulting Party”) of any of its material obligations and failure of the Defaulting Party to remedy such breach within thirty (30) days after written notice of such breach is provided to the Defaulting Party.

If Client elects to contract with any Designee outside of the Services provided hereunder (including without limitation, Client’s incumbent Designee), Client shall pay and remain liable to Truveris for the for the Fees listed in Section 1 of this Order Form. Client acknowledges and agrees that such Fees shall not be a penalty but are liquidated damages that represent the fair value received by Client from Truveris for the Services rendered if terminated prior to the conclusion of the Initial Term.

3. **Assumptions.**

- For the purposes of this Order, “Claim” shall mean a request for prescription adjudication including, but not limited to, point of service copay calculations, pharmacy reimbursement, discount calculation through pharmacy benefit management plan design and adjudication logic, or similar health benefit items of service.
- Client acknowledges that Truveris will use and rely upon the accuracy of the Claim files supplied by or on behalf of Client. Client agrees that it, or its Designee, shall provide all data, information, and reporting in order for Truveris to provide the Services and for Truveris to validate accurate Claims count. Client will fully support and assist Truveris in efforts to obtain Claims data and other supporting documentation needed to provide the Service; Truveris will not be liable for any delay in the implementation or failure to perform the Service due to a lack of accurate, complete, and/or current Claims data.
- Client acknowledges that Services provided by Truveris: (i) are not provided in the course of and does not create or constitute an attorney-client relationship, (ii) are not intended to convey or constitute legal advice, (iii) are not a substitute for obtaining legal advice from a qualified attorney; and, (iv) are not recommendations or independent determinations regarding benefits coverage or need.
- Should the Client elect to change Designee after the first year of this Agreement, Client may elect to continue the Services with the new Designee. Client agrees that it shall coordinate and work with Truveris, and the new Designee to satisfy those actions and/or procedures necessary for the proper data, documentation and payment to be provided to Truveris.

4. **APPOINTMENT OF AGENT**

Client further authorizes Truveris to share Client Confidential Information with Broker/Agent listed above until Client notifies Truveris in writing that such authorization has been revoked. Client will provide at least thirty (30) days prior written notice to Truveris if at any time Client changes or terminates the appointment of Broker/Agent. If applicable, so long as Broker/Agent is appointed as Client’s agent (i.e., broker of record), Truveris may remit payment of a portion of the Fees collected by Truveris hereunder to Broker/Agent, provided that Truveris shall have the right to retain any such Fees upon termination of Broker/Agent’s agency status.

5. **AMENDMENTS**

Any change to this Order Form shall be documented in a written amendment mutually agreed upon and executed by the Parties (an “Amendment”). Each Party acknowledges that an Amendment may necessitate a change in the delivery schedule and/or fees due under the applicable Order Form. No Amendment will be binding upon either Party until it is signed by the authorized representatives of both Parties. Each Order Form and Amendment will be governed by the terms of this Order Form and MSA.

6. **COUNTERPARTS /ELECTRONIC RECORDS AND SIGNATURE**

This Order Form may be executed in two or more counterparts, each of which shall be deemed an original but all of which taken together shall constitute one and the same Order Form. The counterparts of this Order Form may be executed and delivered by email, portable document format (.pdf), or other electronic signature by any of the Parties to any other Party and the receiving Party may rely on the receipt of such document so executed as if the original had been received and is the legal equivalent of a manual signature on this Order Form. The Parties intend that federal and state laws validating their ability to form assent and commit electronically to be bound by the obligations described herein shall apply to this Order Form to the fullest extent possible.

By signing below, each party agrees that:

- You have read, understand, and accept the MSA (www.truveris.com/truveris-msa), Business Associate Agreement (www.truveris.com/baa-agreement), and relevant Product Descriptions.
- You are authorized to sign and enter into this binding legal contract on behalf of the party you represent.
- The information provided above is accurate and complies with Client’s business practices in making this purchase, including obtaining all necessary approvals to release the funds for this purchase.

TRUVERIS, INC.

CLIENT

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

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