

AGENDA

BOARD OF DIRECTORS

STEVE BRANDAU
NATHAN MAGSIG
BUDDY MENDES
LARRY MICARI
BRIAN PACHECO
AMY SHUKLIAN
PETE VANDER POEL

**Meeting Location:
County of Tulare
Board of Supervisors Chambers
2800 W. Burrel Avenue
Visalia, CA 93291
December 10, 2021 9:00 AM**

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the SJVIA Manager at 559-600-1810 or the Assistant SJVIA Manager at 559-636-4900. Notification 48 hours prior to the meeting will help enable staff to make reasonable arrangements to ensure meaningful access.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Approval of Agenda (A)
5. Closed Session CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Gov. Code, § 54956.9, subd. (d)(1)) — San Joaquin Valley Insurance Authority v. Gallagher Benefit Services, Inc., Fresno County Superior Court Case No. 17CECG01632, United States District Court for the Eastern District of California Case No. 1:17-cv-00861-LJO-EPG

The public may comment on Closed Session items prior to the Board's recess to Closed Session.

The remainder of the agenda will be heard following the Closed Session item.

6. Public Comment: At this time, members of the public may comment on any item, within the jurisdiction of the SJVIA, not appearing on the agenda. In order for everyone to be heard, please limit your comments to 3 minutes or less. Anyone wishing to be placed on the agenda for a specific topic should contact the SJVIA Manager's Office and submit correspondence at least 14 days before the desired date of appearance.

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7. Approval of Consent Agenda – Item Numbers 17 and 18 (A)

These matters are routine in nature and are usually approved by a single vote. Prior to action by the Board, the Board Members and the public will be given the opportunity to remove any item from the Consent Calendar. Items removed from the Consent Calendar may be heard immediately following approval of this Consent Calendar or set aside until later in the meeting.

8. Receive Update from Auditor-Treasurer on Cash Flow Projections (I)
9. Receive Consultant's Medical, Dental, and Vision Experience Reports through September 2021 with Update on Projected Plan Experience Surplus Accumulation and Projections (I)
10. Receive Keenan Pharmacy Services' Consultant's Report on EmpiRx Q3 2021 Utilization (I)
11. Receive Consultant's Report on Plan Year 2022 Stop Loss/Reinsurance Renewal and Marketing Results and Authorize President to Execute Application and Agreement Subject to Approval of SJVIA Counsel and Staff (A)
12. Receive Consultant's Report on COVID-19 Medical Plan Experience with Anthem and Kaiser Through October 2021 (I)
13. Receive Consultant's Report on SJVIA JPA Administration and Management Roles and Costs (I)
14. Receive Report on the RFP for SJVIA Consulting Services and Authorize President to Execute Agreement with Keenan & Associates (A)
15. SJVIA Director Questions, Announcements, and Activity Reports (Gov. Code, § 54954.2, subd. (a)(2)) (I)

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16. Adjournment

Consent Agenda

17. Approval of Minutes – Board Meeting of October 15, 2021 (A)

18. Approve Amendment to Agreement with 98point6 to Provide Mobile Phone App-Based Telemedicine Services for an Additional Two-Year Term and Authorize President to Execute Amended Agreement (A)

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**Meeting Location:
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Board of Supervisors Chambers
2800 W. Burrel Avenue
Visalia, CA 93291**

AGENDA DATE: December 10, 2021

ITEM NUMBER: Item #8

SUBJECT: Receive Update from Auditor-Treasurer on Cash Flow Projections (I)

REQUEST(S): That the Board receives this update on Cash Flow Projections.


DESCRIPTION:

Informational item. Please see attached report.

FISCAL IMPACT/FINANCING:

None.

ADMINISTRATIVE SIGN-OFF:

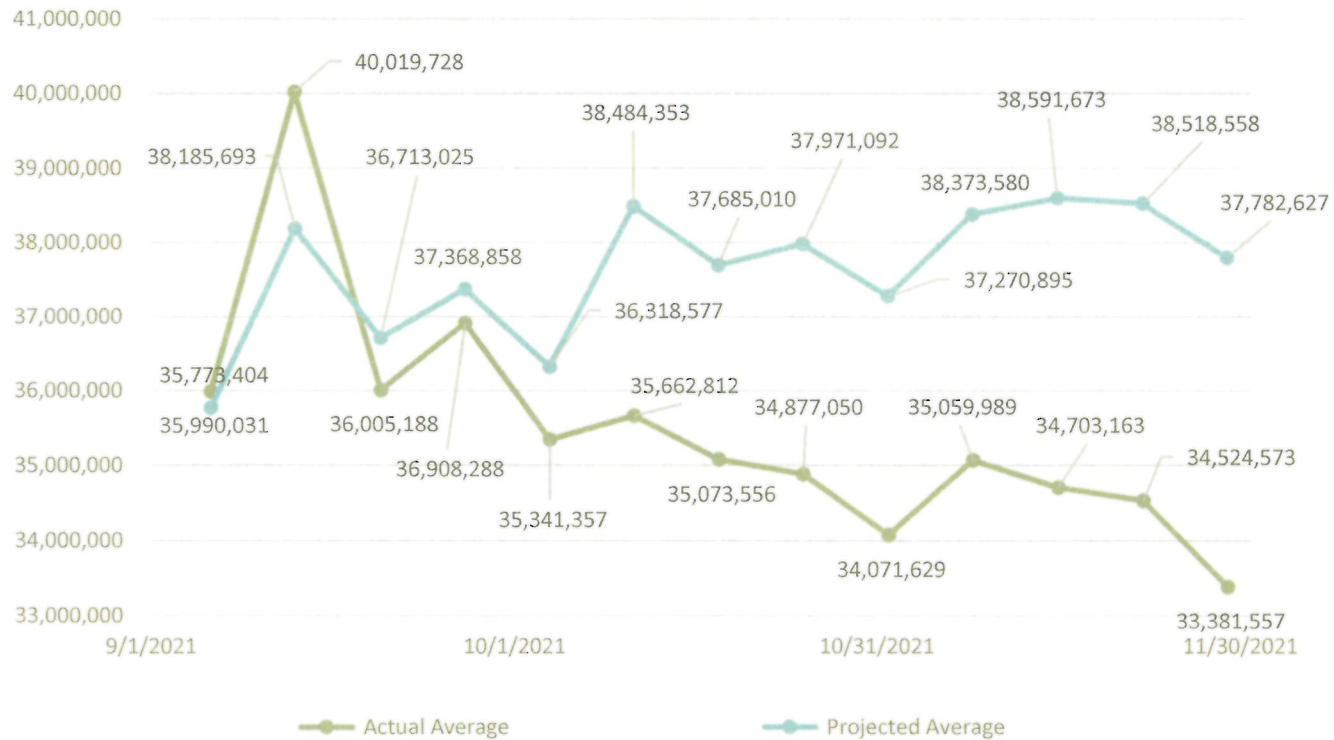


Oscar J. Garcia, CPA
SJVIA Auditor-Treasurer

SJVIA Cash Flow Projections

Jamie Lucas
December 10, 2021

Projected vs. Actual Cash Flows
For the Fiscal Year Ending June 30, 2022
Weekly Averages



Lowest (Actual)

- 9/13/21 - \$33,381,557

Highest (Actual)

- 11/29/21- \$40,019,728

- Decrease in actuals average cash flows attribute to timing of COF Actives receivables
- Average Daily PPO/EPO claims for this period = 119K
- Pharmacy claims and dental claims expenses normalizing
- Member contributions remained steady & consistent.

SJVIA Debt Obligations & Cash Positions 12/10/2021	IBNR Reserves	3-Month Stablization Reserve	COF & COT Loans & Int. Payable	Total
Current Debt Obligations	\$ 7,281,020	\$ 18,344,990	\$ 9,758,609	\$ 35,384,619
Debt Obligations Met?				
Current Cash Position	YES	YES	YES	\$ 36,989,029
Debt Obligations Met?				
Cash Projection, 12/31/2021	YES	YES	YES	\$ 22,121,215

- Current cash position total taken on 12/2/2021.
- We are currently capable of meeting *all* debt obligations and can maintain that capability through the remainder of the fiscal year.
- All loans & interest payable due on 12/30/2021.



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AGENDA DATE: December 10, 2021

ITEM NUMBER: Item 9

SUBJECT: Receive Consultant's Medical, Dental, and Vision Experience Reports through September 2021 with Update on Projected Plan Experience Surplus Accumulation and Projections (I)

REQUEST(S): That the Board receive the consultant's medical, dental, and vision experience reports through September 2021 and update on projected plan experience accumulation.

DESCRIPTION:

The consultant's report shows that on a total cost basis from January through September 2021, the self-insured medical premium of \$60,966,506 exceeded total cost of \$59,944,385 for an accumulation of \$1,022,121, or a 98.3% loss ratio. It is important to note that plan experience during the COVID-19 pandemic is unprecedented as well as how the plan experience will react after the pandemic.

For the self-insured dental, the report shows that on a total cost basis, the dental premium of \$3,584,600 exceeded total cost of \$3,324,881 for an accumulation of \$259,719, or a 92.8% loss ratio.

The vision plan remains fully insured and has an accumulation of \$36,887. Under the fully insured arrangement all deficit or surplus positions stay with the carrier.

Keenan projected an \$8,821,449 accumulation for the 2021 plan year. The accumulation is built from premium exceeding plan costs, built-in margin on the Kaiser plan, prescription drug rebates, and other sources. As of September 30, 2021, \$5,800,541 or 65.8% of the annual total has been realized for the 2021 plan year.

AGENDA: San Joaquin Valley Insurance Authority

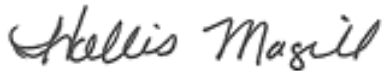
DATE: December 10, 2021

Please note this is the consultant's report and, prior to allocating funds for IBNR and stabilization reserves and to provide loan repayment, the SJVIA Auditor will provide the unaudited reserve accumulation based on actual revenue received and actual expenses paid.

FISCAL IMPACT/FINANCING:

The 2021 plan year experience through September developed a \$1,022,121 medical accumulation and a \$259,719 dental accumulation for a total of \$1,281,840. The addition of the Kaiser reserve of \$594,720, the Kaiser EPO parity reserve of \$1,863,138, and the prescription drug rebates of \$2,060,674 brings the collective total reserve accumulation up to \$5,800,372 (based on consultant's report; the Auditor will provide the unaudited reserve accumulation based on actual revenue received and actual expenses paid).

ADMINISTRATIVE SIGN-OFF:



Hollis Magill
SJVIA Manager



Lupe Garza
SJVIA Assistant Manager

December 10, 2021

SJVIA Board Meeting: Consultant’s Report 2021 Plan Experience (Medical, Dental, and Vision) Through September 2021

The following pages provide a summary of the plan experience from January 1 through September 30, 2021 for the self-funded medical and dental plans, as well as the fully insured vision plan (Kaiser and Delta Dental DHMO experience is not available). The SJVIA self-funded plans show a surplus position of \$1,281,840 through September 2021.

Accumulation	COF	COT	Total
Medical	\$ (3,019)	\$ 1,025,138	\$ 1,022,119
Dental	\$ 249,251	\$ 10,468	\$ 259,720
Total	\$ 246,232	\$ 1,035,606	\$ 1,281,839
Loss Ratio			
Medical	100.0%	95.2%	98.3%
Dental	90.3%	99.0%	92.8%
Vision	88.5%	106.2%	93.3%

The September position is a decrease of -\$296,826 from \$1,578,665 reported through August 2021. We have now had six months where the premium received was less than total costs of the medical plan. The first five months were predominantly due to the County of Fresno’s EPO plan, while the latest month was due predominantly due to the County of Tulare’s PPO plans.

2021	April	May	June	July	August	September
Plan Experience (Medical)	\$ (485,754)	\$ (331,137)	\$ (461,172)	\$ (1,373)	\$ (322,615)	\$ (306,160)
Plan Experience (Dental)	\$ (35,574)	\$ 37,376	\$ 94,161	\$ (1,159)	\$ 66,369	\$ 9,334

SJVIA may still be realizing SJVIA covered members receiving services that were postponed due to COVID, which resulted in a higher-than-normal volume of large claims experience, or higher large claim volume unrelated to COVID. Keenan will continue to monitor the claims experience to detect any trends.

The Anthem self-funded medical plan shows an accumulated position of \$1022,121 for a 98.3% total cost loss ratio.

The Delta Dental self-funded dental plan shows an accumulation of \$259,719 for a 92.8% total cost loss ratio.

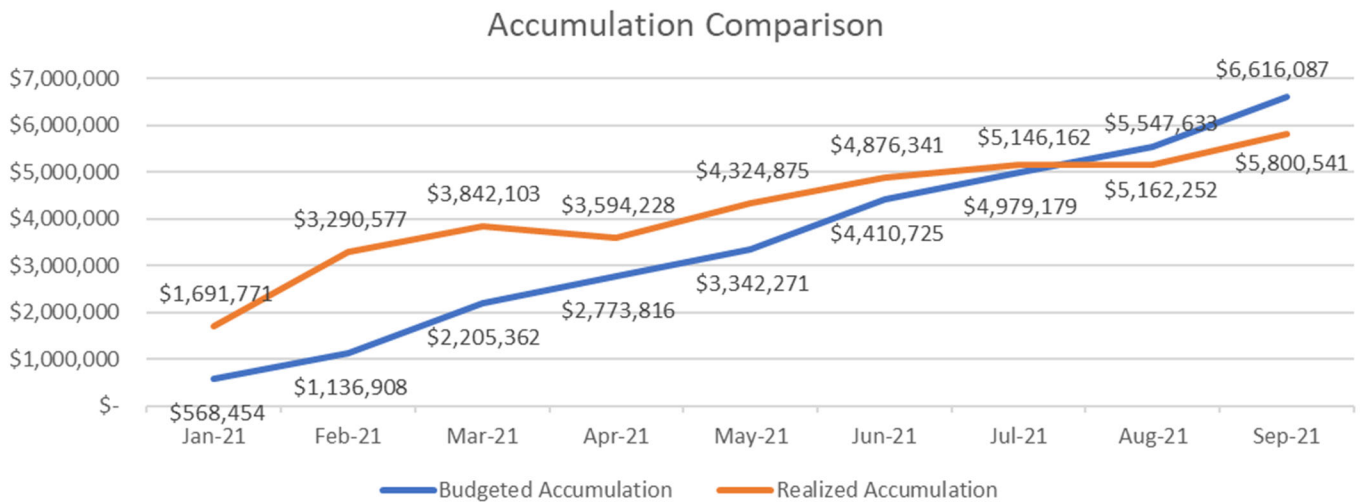
The vision plan remains fully insured and shows an accumulated position of \$36,887 for a 93.3% total cost loss ratio. Under the fully-insured arrangement all deficit or accumulated positions stay with the carrier.

For 2021, the County of Fresno is continuing with two strategies to keep the EPO affordable for its membership:

1. The County cross subsidizes plan costs between the PPO and High Deductible Health Plans (HDHP). The EPO is in a \$2,877,830 deficit position, while the County of Fresno inclusive of all plans has an accumulated deficit position of -\$3,019.
2. The County's EPO/Kaiser parity strategy sets the EPO and Kaiser rates equivalent. This strategy provides margin on the Kaiser rates which funds a parity reserve to offset deficits to the EPO plan. Through September 2021, the Kaiser parity reserve accumulated \$1,863,138.
3. The County of Fresno applies a margin to all plans including Kaiser to assist the County and SJVIA in improving its accumulation position. The cumulative Kaiser margin reserve is \$594,720 through September.
4. Collectively, the strategies implemented by the County of Fresno have resulted in a net accumulated position through September 2021 of \$2,455,009 for the medical plans.

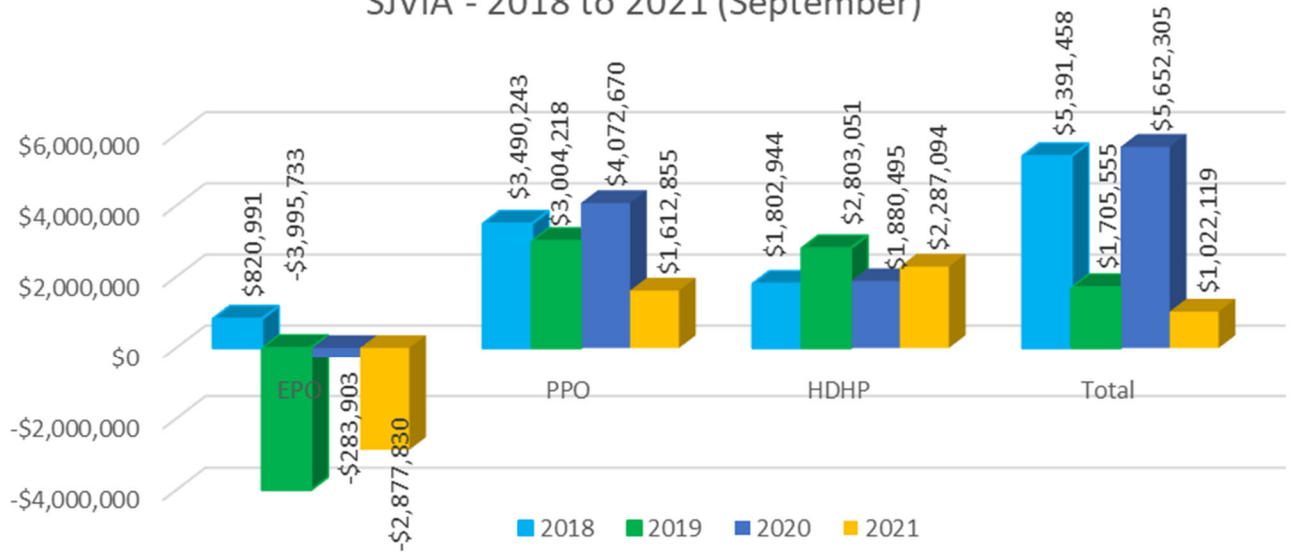
The SJVIA received the third quarter (January - March 2021) Prescription drug rebate for \$663,828 (\$163,828 above the budgeted amount). This amount is accounted for in the September accumulated position. The fourth quarter (April - June 2021) Prescription drug rebate is estimated at \$694,892 and is currently being audited by KPS and expected to fund to the SJVIA in December 2021.

The SJVIA has an annual accumulative position through September 2021 of \$5,800,541 or 65.8% of the budgeted accumulative position of \$8,821,449 for the 2021 plan year. The accumulation is 9.2% (\$815,546) behind the budgeted September 2021 position of \$6,616,087 (75.0%).

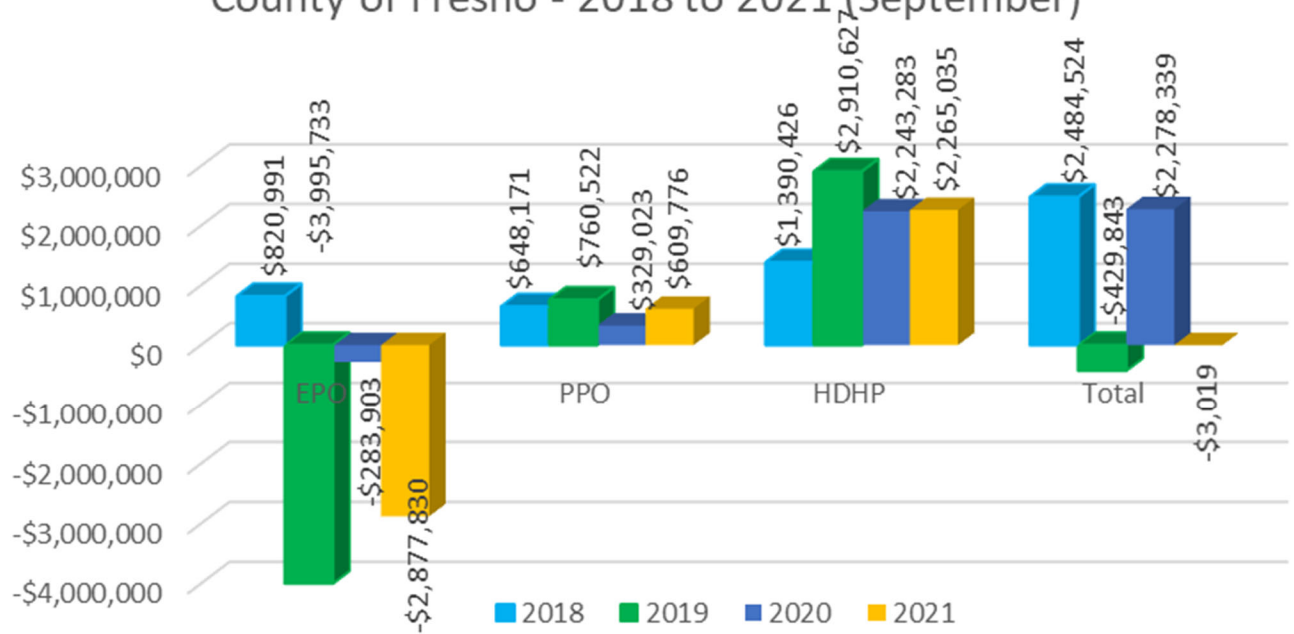


Please note, this is the consultant's report and prior to allocating funds for IBNR, the stabilization reserve, and to provide loan repayment, the SJVIA Auditor will provide the unaudited cash position based on actual revenue received and actual expenses paid.

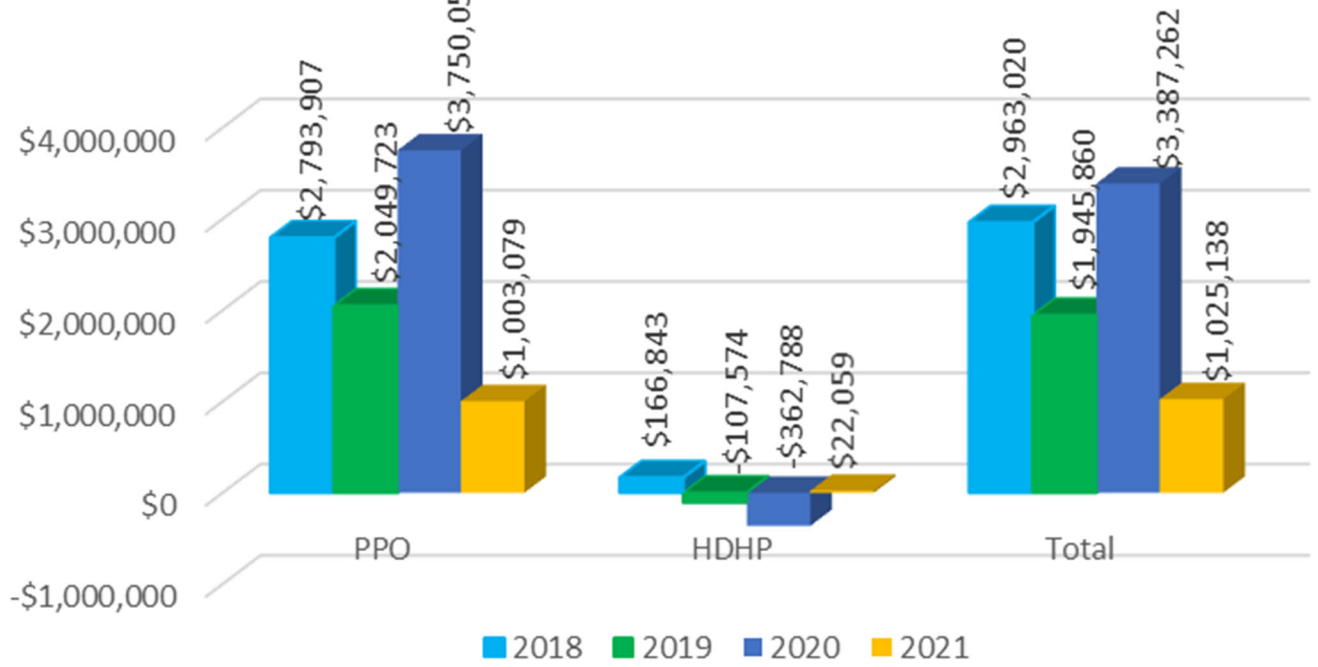
SJVIA - 2018 to 2021 (September)



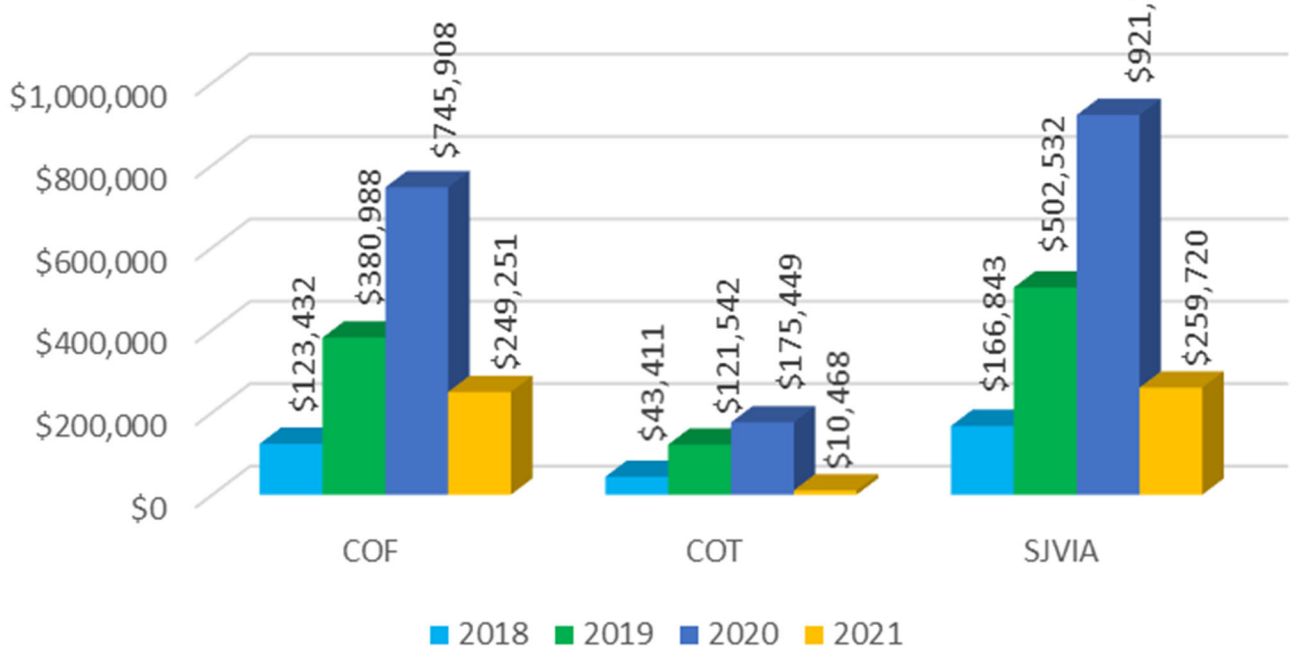
County of Fresno - 2018 to 2021 (September)



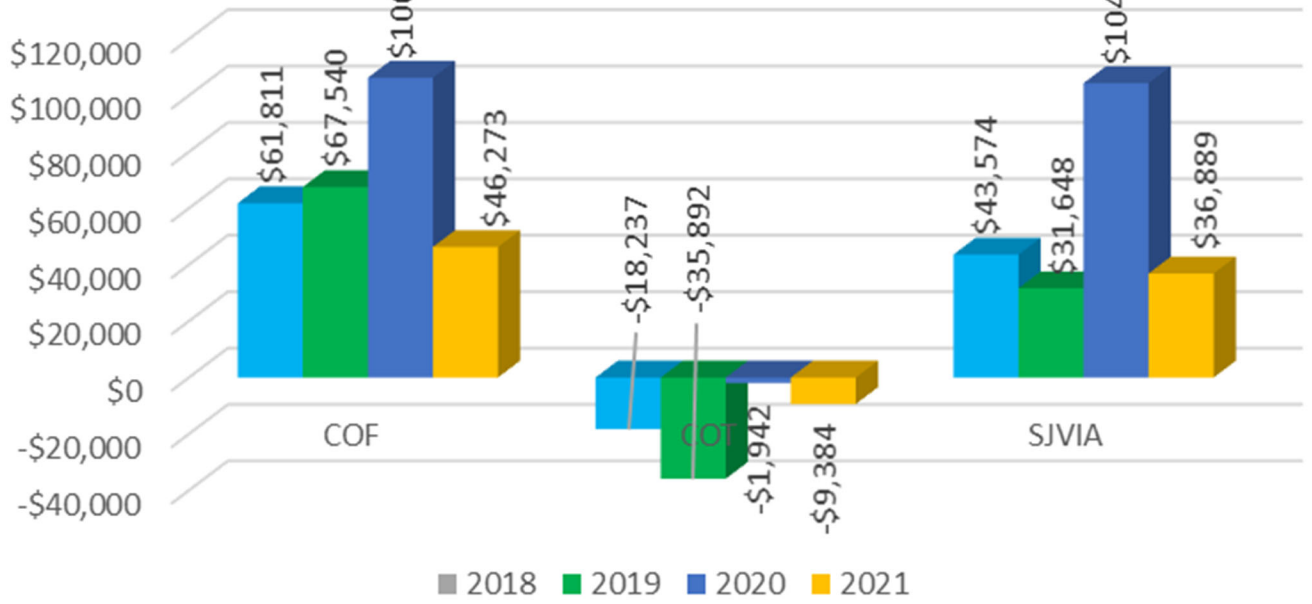
County of Tulare - 2018 to 2021 (September)



Dental - 2018 to 2021 (September)



Vision - 2018 to 2021 (September)



Budget vs. Calculated Accumulation													
2020	January	February	March	April	May	June	July	August	September	October	November	December	Total
Budget													
Plan Experience (Medical)	\$ 168,530	\$ 168,530	\$ 168,530	\$ 168,530	\$ 168,530	\$ 168,530	\$ 168,530	\$ 168,530	\$ 168,530	\$ 168,530	\$ 168,530	\$ 168,530	\$ 2,022,355
Plan Experience (Dental)	\$ 6,991	\$ 6,991	\$ 6,991	\$ 6,991	\$ 6,991	\$ 6,991	\$ 6,991	\$ 6,991	\$ 6,991	\$ 6,991	\$ 6,991	\$ 6,991	\$ 83,897
Kaiser Accumulation	\$ 68,981	\$ 68,981	\$ 68,981	\$ 68,981	\$ 68,981	\$ 68,981	\$ 68,981	\$ 68,981	\$ 68,981	\$ 68,981	\$ 68,981	\$ 68,981	\$ 827,773
Kaiser EPO Parity Accumulation	\$ 168,307	\$ 168,307	\$ 168,307	\$ 168,307	\$ 168,307	\$ 168,307	\$ 168,307	\$ 168,307	\$ 168,307	\$ 168,307	\$ 168,307	\$ 168,307	\$ 2,019,689
Prescription Drug Rebates	\$ -	\$ -	\$ 400,000	\$ -	\$ -	\$ 400,000	\$ -	\$ -	\$ 400,000	\$ -	\$ -	\$ 400,000	\$ 1,600,000
2020 Budgeted Accumulation	\$ 412,810	\$ 412,810	\$ 812,810	\$ 412,810	\$ 412,810	\$ 812,810	\$ 412,810	\$ 412,810	\$ 812,810	\$ 412,810	\$ 412,810	\$ 812,810	\$ 6,553,714
Calculated													
Plan Experience (Medical)	\$ 719,955	\$ 1,022,844	\$ (107,282)	\$ 961,782	\$ 1,013,371	\$ 1,186,760	\$ 229,036	\$ (485,775)	\$ 325,160	\$ 147,490	\$ 169,133	\$ 469,831	\$ 5,652,305
Plan Experience (Dental)	\$ 7,830	\$ (1,602)	\$ 71,933	\$ 244,874	\$ 251,996	\$ 117,106	\$ (2,167)	\$ 83,889	\$ 58,852	\$ (27,210)	\$ 70,676	\$ 45,180	\$ 921,357
Kaiser Accumulation	\$ 67,723	\$ 67,721	\$ 67,742	\$ 67,653	\$ 68,624	\$ 69,209	\$ 68,940	\$ 68,709	\$ 68,821	\$ 68,339	\$ 68,317	\$ 68,542	\$ 820,340
Kaiser EPO Parity Accumulation	\$ 300,988	\$ 301,602	\$ 301,286	\$ 300,610	\$ 305,046	\$ 307,708	\$ 305,644	\$ 304,548	\$ 305,603	\$ 303,806	\$ 303,745	\$ 304,353	\$ 3,644,938
Prescription Drug Rebates	\$ -	\$ 444,726	\$ -	\$ -	\$ 465,054	\$ -	\$ 473,497	\$ 546,922	\$ -	\$ 578,620	\$ -	\$ -	\$ 2,508,819
Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 111,779	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 111,779
2020 Calculated Accumulation	\$ 1,096,496	\$ 1,835,290	\$ 333,678	\$ 1,574,919	\$ 2,104,091	\$ 1,792,562	\$ 1,074,950	\$ 518,293	\$ 758,436	\$ 1,071,045	\$ 611,871	\$ 887,906	\$ 13,659,539
2021	January	February	March	April	May	June	July	August	September	October	November	December	Total
Budget													
Plan Experience (Medical)	\$ 230,104	\$ 230,104	\$ 230,104	\$ 230,104	\$ 230,104	\$ 230,104	\$ 230,104	\$ 230,104	\$ 230,104	\$ 230,104	\$ 230,104	\$ 230,104	\$ 2,761,249
Plan Experience (Dental)	\$ 6,076	\$ 6,076	\$ 6,076	\$ 6,076	\$ 6,076	\$ 6,076	\$ 6,076	\$ 6,076	\$ 6,076	\$ 6,076	\$ 6,076	\$ 6,076	\$ 72,913
Kaiser Accumulation	\$ 67,658	\$ 67,658	\$ 67,658	\$ 67,658	\$ 67,658	\$ 67,658	\$ 67,658	\$ 67,658	\$ 67,658	\$ 67,658	\$ 67,658	\$ 67,658	\$ 811,898
Kaiser EPO Parity Accumulation	\$ 264,616	\$ 264,616	\$ 264,616	\$ 264,616	\$ 264,616	\$ 264,616	\$ 264,616	\$ 264,616	\$ 264,616	\$ 264,616	\$ 264,616	\$ 264,616	\$ 3,175,390
Prescription Drug Rebates	\$ -	\$ -	\$ 500,000	\$ -	\$ -	\$ 500,000	\$ -	\$ -	\$ 500,000	\$ -	\$ -	\$ 500,000	\$ 2,000,000
2021 Budgeted Accumulation	\$ 568,454	\$ 568,454	\$ 1,068,454	\$ 568,454	\$ 568,454	\$ 1,068,454	\$ 568,454	\$ 568,454	\$ 1,068,454	\$ 568,454	\$ 568,454	\$ 1,068,454	\$ 8,821,449
Calculated													
Plan Experience (Medical)	\$ 1,353,029	\$ 1,298,026	\$ 279,275	\$ (485,754)	\$ (331,137)	\$ (461,172)	\$ (1,373)	\$ (322,615)	\$ (306,160)	\$ -	\$ -	\$ -	\$ 1,022,119
Plan Experience (Dental)	\$ 64,691	\$ 26,113	\$ (1,592)	\$ (35,574)	\$ 37,376	\$ 94,161	\$ (1,159)	\$ 66,369	\$ 9,334	\$ -	\$ -	\$ -	\$ 259,720
Kaiser Accumulation	\$ 66,307	\$ 66,453	\$ 66,255	\$ 66,166	\$ 65,959	\$ 66,167	\$ 65,943	\$ 65,952	\$ 65,688	\$ -	\$ -	\$ -	\$ 594,890
Kaiser EPO Parity Accumulation	\$ 207,743	\$ 208,215	\$ 207,587	\$ 207,287	\$ 206,687	\$ 207,226	\$ 206,410	\$ 206,384	\$ 205,598	\$ -	\$ -	\$ -	\$ 1,863,138
Prescription Drug Rebates	\$ -	\$ -	\$ -	\$ -	\$ 751,762	\$ 645,084	\$ -	\$ -	\$ 663,828	\$ -	\$ -	\$ -	\$ 2,060,674
Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2021 Calculated Accumulation	\$ 1,691,771	\$ 1,598,807	\$ 551,526	\$ (247,875)	\$ 730,647	\$ 551,466	\$ 269,821	\$ 16,090	\$ 638,289	\$ -	\$ -	\$ -	\$ 5,800,541

Note: Apr-Jun Q2 2021 estimated net rebate amount is \$694,892 and will be paid out in December, 2021. RX Rebate is currently being audited by KPS

Please note that this is the consultant's report and prior to allocating funds for IBNR, the stabilization reserve, and to provide loan repayment, the SJVIA Auditor will provide the unaudited cash position based on actual revenue received and actual expenses paid.



**San Joaquin Valley Insurance Authority (SJVIA)
Anthem Blue Cross Premium and Claims Report as of September 2021
All Districts Combined - All Medical**

MONTH-YEAR	ENROLLED	FUNDING / PREMIUM	CLAIMS EXPENSE					SURPLUS / (DEFICIT)	AVERAGE CLAIM COST PEPM	TOTAL EXPENSE LOSS RATIO
			MEDICAL	RX	FIXED	POOLED CLAIMS	TOTAL EXPENSE			
Oct-19	6,939	\$6,577,741	\$4,391,429	\$1,678,394	\$585,570	\$0	\$6,655,393	-\$77,653	\$874.74	101.2%
Nov-19	6,928	\$6,566,009	\$4,152,642	\$1,495,860	\$584,516	-\$24,644	\$6,208,375	\$357,634	\$811.76	94.6%
Dec-19	6,970	\$6,611,077	\$3,769,550	\$1,517,519	\$589,068	-\$14,621	\$5,861,515	\$749,562	\$756.45	88.7%
Jan-20	6,976	\$6,841,737	\$3,845,008	\$1,680,161	\$589,327	\$0	\$6,114,496	\$727,241	\$792.03	89.4%
Feb-20	6,952	\$6,810,616	\$3,948,649	\$1,420,793	\$587,431	-\$173,505	\$5,783,367	\$1,027,249	\$747.40	84.9%
Mar-20	6,978	\$6,832,573	\$4,361,721	\$1,933,751	\$589,416	\$50,701	\$6,935,589	-\$103,016	\$909.45	101.5%
Apr-20	6,951	\$6,802,688	\$3,513,095	\$1,741,082	\$586,729	\$0	\$5,840,906	\$961,782	\$755.89	85.9%
May-20	6,958	\$6,816,427	\$3,615,087	\$1,603,786	\$587,347	\$0	\$5,806,221	\$1,010,206	\$750.05	85.2%
Jun-20	6,991	\$6,835,479	\$3,378,527	\$1,671,842	\$590,207	\$0	\$5,640,576	\$1,194,904	\$722.41	82.5%
Jul-20	6,968	\$6,819,610	\$4,475,289	\$1,685,279	\$588,071	-\$158,003	\$6,590,636	\$228,974	\$861.45	96.6%
Aug-20	6,938	\$6,792,540	\$5,008,363	\$1,684,425	\$585,527	\$0	\$7,278,315	-\$485,775	\$964.66	107.2%
Sep-20	6,933	\$6,801,882	\$4,574,477	\$1,739,350	\$585,085	-\$425,617	\$6,473,295	\$328,587	\$849.30	95.2%
Oct-20	6,923	\$6,790,493	\$4,386,987	\$1,679,677	\$584,341	-\$7,062	\$6,643,942	\$146,551	\$875.29	97.8%
Nov-20	6,906	\$6,780,776	\$4,568,373	\$1,596,575	\$582,784	-\$136,088	\$6,611,644	\$169,132	\$872.99	97.5%
Dec-20	6,949	\$6,937,529	\$4,146,495	\$1,790,422	\$586,732	-\$55,952	\$6,467,697	\$469,832	\$846.30	93.2%
Jan-21	6,939	\$6,835,812	\$3,445,192	\$1,445,101	\$606,632	-\$14,142	\$5,482,782	\$1,353,030	\$702.72	80.2%
Feb-21	6,914	\$6,805,840	\$3,486,476	\$1,465,588	\$604,493	-\$48,745	\$5,507,813	\$1,298,027	\$709.19	80.9%
Mar-21	6,920	\$6,817,463	\$4,064,322	\$1,728,420	\$605,278	\$140,168	\$6,538,189	\$279,274	\$857.36	95.9%
Apr-21	6,909	\$6,797,992	\$4,791,356	\$1,888,118	\$604,271	\$0	\$7,283,745	-\$485,753	\$966.78	107.1%
May-21	6,886	\$6,772,350	\$4,870,315	\$1,642,795	\$601,963	-\$11,586	\$7,103,487	-\$331,138	\$944.17	104.9%
Jun-21	6,879	\$6,752,667	\$4,920,296	\$1,764,044	\$601,071	-\$71,571	\$7,213,839	-\$461,172	\$961.30	106.8%
Jul-21	6,871	\$6,746,271	\$4,392,129	\$1,764,690	\$600,295	-\$9,470	\$6,747,644	-\$1,373	\$894.68	100.0%
Aug-21	6,855	\$6,725,330	\$4,513,782	\$1,957,189	\$599,020	-\$22,046	\$7,047,945	-\$322,615	\$940.76	104.8%
Sep-21	6,842	\$6,712,781	\$4,671,941	\$1,787,845	\$598,067	-\$38,912	\$7,018,941	-\$306,160	\$938.45	104.6%
2019	6,947	\$79,302,855	\$51,794,033	\$18,908,423	\$7,036,763	-\$39,265	\$77,699,954	\$1,602,901	\$847.62	98.0%
2020	6,952	\$81,862,351	\$49,822,070	\$20,227,143	\$7,042,998	-\$905,527	\$76,186,685	\$5,675,667	\$828.83	93.1%
2021 YTD	6,891	\$60,966,506	\$39,155,808	\$15,443,791	\$5,421,090	-\$76,304	\$59,944,385	\$1,022,121	\$879.20	98.3%
Current 12 Months	6,899	\$81,475,304	\$52,257,662	\$20,510,465	\$7,174,947	-\$275,406	\$79,667,669	\$1,807,636	\$875.59	97.8%

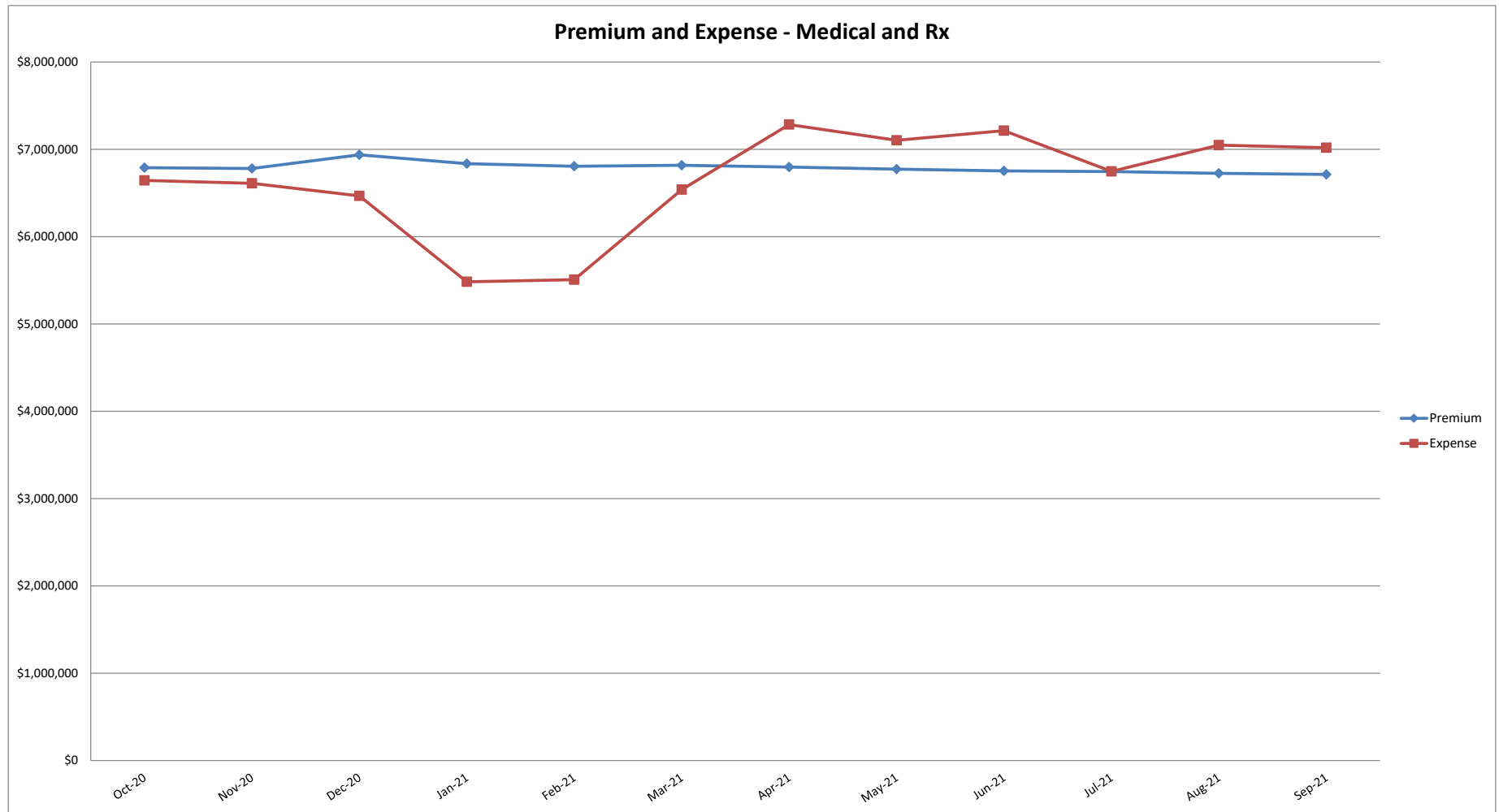
Data Sources:

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San Joaquin Valley Insurance Authority (SJVIA)
Anthem Blue Cross Premium and Claims Report as of September 2021
All Districts Combined - All Medical





**San Joaquin Valley Insurance Authority (SJVIA)
Anthem Blue Cross Premium and Claims Report as of September 2021
All Districts Combined - EPO**

MONTH-YEAR	ENROLLED	FUNDING / PREMIUM	CLAIMS EXPENSE					SURPLUS / (DEFICIT)	AVERAGE CLAIM COST PEPM	TOTAL EXPENSE LOSS RATIO
			MEDICAL	RX	FIXED	POOLED CLAIMS	TOTAL EXPENSE			
Oct-19	3,053	\$3,511,833	\$3,019,797	\$906,514	\$292,325	\$0	\$4,218,636	-\$706,803	\$1,286.05	120.1%
Nov-19	3,041	\$3,500,583	\$2,484,331	\$792,797	\$291,176	-\$24,644	\$3,543,659	-\$43,076	\$1,069.54	101.2%
Dec-19	3,120	\$3,571,058	\$3,376,124	\$730,643	\$298,740	-\$14,621	\$3,390,886	\$180,172	\$991.07	95.0%
Jan-20	3,108	\$3,678,181	\$2,093,413	\$960,589	\$297,591	\$0	\$3,351,593	\$326,588	\$982.63	91.1%
Feb-20	3,103	\$3,666,962	\$2,478,232	\$790,500	\$297,112	-\$173,505	\$3,392,339	\$274,623	\$997.49	92.5%
Mar-20	3,105	\$3,666,293	\$2,566,124	\$1,085,231	\$297,304	\$50,701	\$3,999,360	-\$333,067	\$1,192.29	109.1%
Apr-20	3,075	\$3,632,941	\$2,309,587	\$965,092	\$294,431	\$0	\$3,569,111	\$63,830	\$1,064.94	98.2%
May-20	3,076	\$3,639,696	\$2,167,748	\$866,773	\$294,527	\$0	\$3,329,048	\$310,648	\$986.52	91.5%
Jun-20	3,093	\$3,645,833	\$2,032,116	\$908,516	\$296,155	\$0	\$3,236,787	\$409,046	\$950.74	88.8%
Jul-20	3,074	\$3,630,586	\$2,741,750	\$935,714	\$294,336	-\$158,003	\$3,813,797	-\$183,211	\$1,144.91	105.0%
Aug-20	3,061	\$3,619,689	\$3,087,343	\$895,240	\$293,091	\$0	\$4,275,674	-\$655,985	\$1,301.07	118.1%
Sep-20	3,058	\$3,619,677	\$3,014,014	\$911,800	\$292,804	-\$425,617	\$3,793,000	-\$173,323	\$1,144.60	104.8%
Oct-20	3,061	\$3,617,647	\$2,593,976	\$940,465	\$293,091	-\$7,062	\$3,820,469	-\$202,822	\$1,152.36	105.6%
Nov-20	3,043	\$3,617,395	\$2,769,050	\$845,938	\$291,367	-\$136,088	\$3,770,267	-\$152,871	\$1,143.25	104.2%
Dec-20	3,074	\$3,743,398	\$2,535,971	\$936,403	\$294,336	-\$55,952	\$3,710,757	\$32,641	\$1,111.39	99.1%
Jan-21	3,067	\$3,737,985	\$2,203,064	\$791,611	\$307,896	-\$14,142	\$3,288,428	\$449,557	\$971.81	88.0%
Feb-21	3,058	\$3,722,132	\$2,375,395	\$820,685	\$306,993	-\$48,745	\$3,454,329	\$267,804	\$1,029.21	92.8%
Mar-21	3,072	\$3,733,137	\$2,399,018	\$956,694	\$308,398	\$140,168	\$3,804,278	-\$71,141	\$1,137.98	101.9%
Apr-21	3,065	\$3,717,390	\$3,044,265	\$1,060,084	\$307,695	\$0	\$4,412,044	-\$694,654	\$1,339.10	118.7%
May-21	3,042	\$3,691,769	\$3,502,522	\$919,189	\$305,386	-\$11,586	\$4,715,512	-\$1,023,744	\$1,449.75	127.7%
Jun-21	3,027	\$3,671,906	\$2,929,075	\$944,767	\$303,881	-\$71,571	\$4,106,151	-\$434,245	\$1,256.12	111.8%
Jul-21	3,020	\$3,662,187	\$2,825,914	\$945,999	\$303,178	-\$9,470	\$4,065,620	-\$403,433	\$1,245.84	111.0%
Aug-21	3,018	\$3,652,449	\$3,077,988	\$1,082,497	\$302,977	-\$22,046	\$4,441,416	-\$788,967	\$1,371.25	121.6%
Sep-21	3,020	\$3,649,373	\$2,559,309	\$1,004,805	\$303,178	-\$38,912	\$3,828,380	-\$179,007	\$1,167.29	104.9%
2019	3,062	\$42,445,762	\$33,226,729	\$9,750,935	\$3,517,759	-\$39,265	\$46,456,159	-\$4,010,396	\$1,168.74	109.4%
2020	3,078	\$43,778,298	\$30,389,324	\$11,042,260	\$3,536,143	-\$905,527	\$44,062,200	-\$283,903	\$1,097.35	100.6%
2021 YTD	3,043	\$33,238,328	\$24,916,550	\$8,526,330	\$2,749,582	-\$76,304	\$36,116,158	-\$2,877,830	\$1,218.25	108.7%
Current 12 Months	3,047	\$44,216,768	\$32,815,546	\$11,249,136	\$3,628,375	-\$275,406	\$47,417,651	-\$3,200,883	\$1,197.51	107.2%

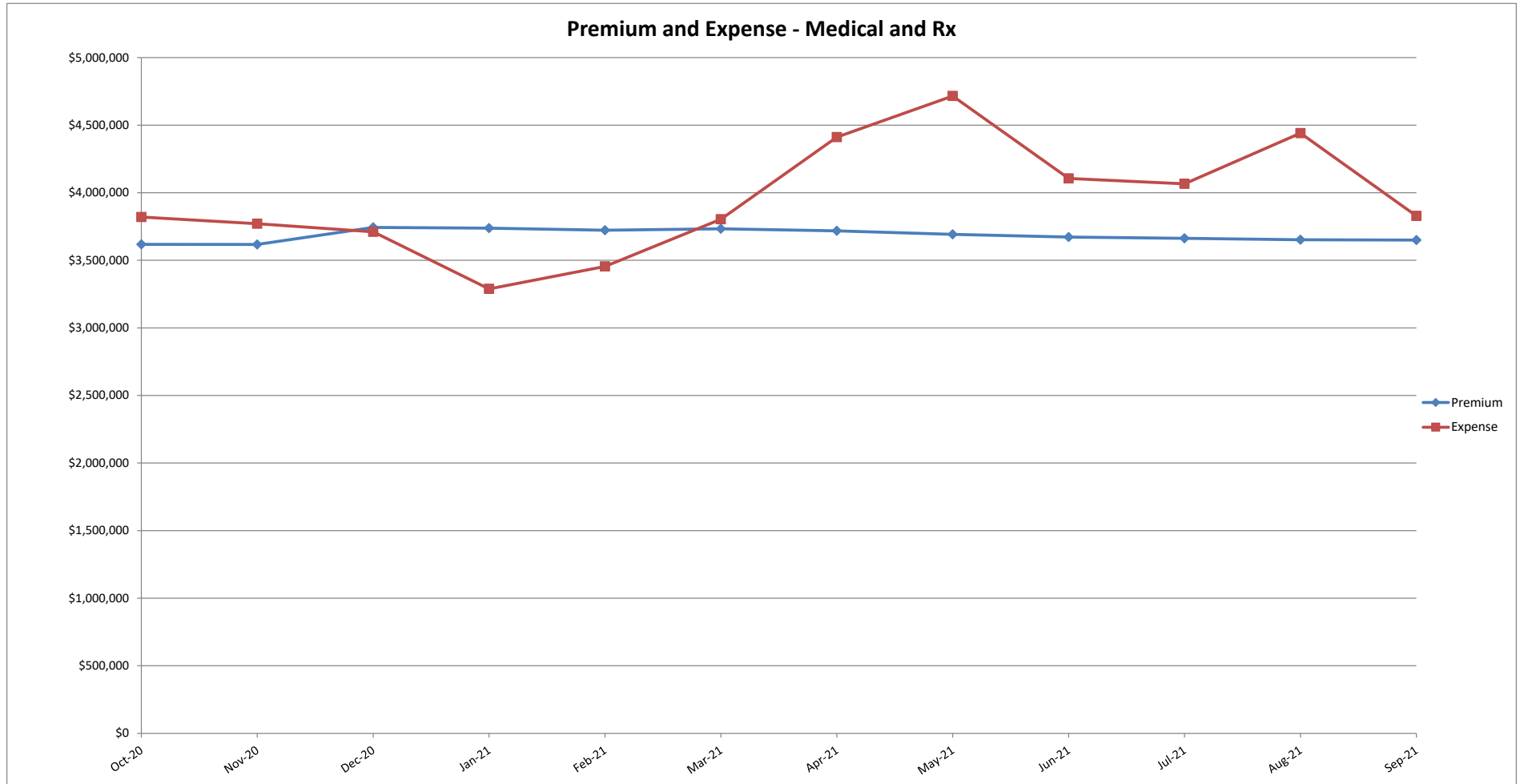
Data Sources:

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Notes:

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**San Joaquin Valley Insurance Authority (SJVIA)
Anthem Blue Cross Premium and Claims Report as of September 2021
All Districts Combined - EPO**





**San Joaquin Valley Insurance Authority (SJVIA)
Anthem Blue Cross Premium and Claims Report as of September 2021
All Districts Combined - PPO**

MONTH-YEAR	ENROLLED	FUNDING / PREMIUM	CLAIMS EXPENSE					SURPLUS / (DEFICIT)	AVERAGE CLAIM COST PEPM	TOTAL EXPENSE LOSS RATIO
			MEDICAL	RX	FIXED	POOLED CLAIMS	TOTAL EXPENSE			
Oct-19	3,101	\$2,470,587	\$1,131,354	\$645,526	\$229,866	\$0	\$2,006,746	\$463,841	\$573.00	81.2%
Nov-19	3,098	\$2,470,122	\$1,475,822	\$624,477	\$229,637	\$0	\$2,329,936	\$140,186	\$677.95	94.3%
Dec-19	3,094	\$2,460,970	\$948,984	\$677,844	\$229,305	\$0	\$1,856,133	\$604,837	\$525.80	75.4%
Jan-20	3,105	\$2,577,095	\$1,375,731	\$687,899	\$230,147	\$0	\$2,293,777	\$283,318	\$664.62	89.0%
Feb-20	3,079	\$2,553,570	\$1,122,710	\$585,243	\$228,169	\$0	\$1,936,122	\$617,449	\$554.71	75.8%
Mar-20	3,101	\$2,573,254	\$1,252,820	\$781,173	\$229,808	\$0	\$2,263,801	\$309,453	\$655.92	88.0%
Apr-20	3,107	\$2,579,385	\$1,051,406	\$706,805	\$230,237	\$0	\$1,988,448	\$590,937	\$565.89	77.1%
May-20	3,110	\$2,583,582	\$1,126,316	\$627,606	\$230,516	\$0	\$1,984,438	\$599,144	\$563.96	76.8%
Jun-20	3,121	\$2,593,909	\$1,159,286	\$688,886	\$231,343	\$0	\$2,079,515	\$514,395	\$592.17	80.2%
Jul-20	3,121	\$2,596,813	\$1,500,404	\$631,333	\$231,350	\$0	\$2,363,086	\$233,727	\$683.03	91.0%
Aug-20	3,110	\$2,586,838	\$1,658,725	\$695,098	\$230,530	\$0	\$2,584,354	\$2,485	\$756.86	99.9%
Sep-20	3,111	\$2,598,055	\$1,389,579	\$692,283	\$230,619	\$0	\$2,312,480	\$285,575	\$669.19	89.0%
Oct-20	3,106	\$2,594,307	\$1,545,213	\$659,880	\$230,228	\$0	\$2,435,321	\$158,986	\$709.95	93.9%
Nov-20	3,094	\$2,583,263	\$1,470,375	\$659,322	\$229,341	\$0	\$2,359,039	\$224,224	\$688.33	91.3%
Dec-20	3,101	\$2,595,954	\$1,379,137	\$727,520	\$229,916	\$0	\$2,336,573	\$259,381	\$679.35	90.0%
Jan-21	3,104	\$2,504,597	\$1,157,039	\$593,016	\$239,961	\$0	\$1,990,016	\$514,580	\$563.81	79.5%
Feb-21	3,093	\$2,496,373	\$931,312	\$589,641	\$239,109	\$0	\$1,760,063	\$736,311	\$491.74	70.5%
Mar-21	3,085	\$2,495,225	\$1,455,976	\$691,731	\$238,489	\$0	\$2,386,197	\$109,029	\$696.18	95.6%
Apr-21	3,083	\$2,492,058	\$1,544,764	\$776,655	\$238,338	\$0	\$2,559,757	-\$67,699	\$752.97	102.7%
May-21	3,086	\$2,495,031	\$1,145,567	\$624,326	\$238,569	\$0	\$2,008,462	\$486,569	\$573.52	80.5%
Jun-21	3,087	\$2,488,226	\$1,694,193	\$747,521	\$238,648	\$0	\$2,680,362	-\$192,136	\$790.97	107.7%
Jul-21	3,090	\$2,494,207	\$1,427,272	\$753,534	\$238,882	\$0	\$2,419,688	\$74,519	\$705.76	97.0%
Aug-21	3,087	\$2,491,876	\$1,222,457	\$776,159	\$238,649	\$0	\$2,237,265	\$254,611	\$647.43	89.8%
Sep-21	3,077	\$2,487,175	\$1,830,806	\$721,418	\$237,878	\$0	\$2,790,102	-\$302,927	\$829.45	112.2%
2019	3,095	\$29,640,712	\$16,034,925	\$8,042,317	\$2,753,224	\$0	\$26,830,466	\$2,810,246	\$648.25	90.5%
2020	3,106	\$31,016,026	\$16,031,702	\$8,143,049	\$2,762,203	\$0	\$26,936,953	\$4,079,073	\$648.71	86.8%
2021 YTD	3,088	\$22,444,768	\$12,409,386	\$6,274,001	\$2,148,525	\$0	\$20,831,912	\$1,612,857	\$672.26	92.8%
Current 12 Months	3,091	\$30,218,293	\$16,804,112	\$8,320,723	\$2,838,009	\$0	\$27,962,844	\$2,255,449	\$677.35	92.5%

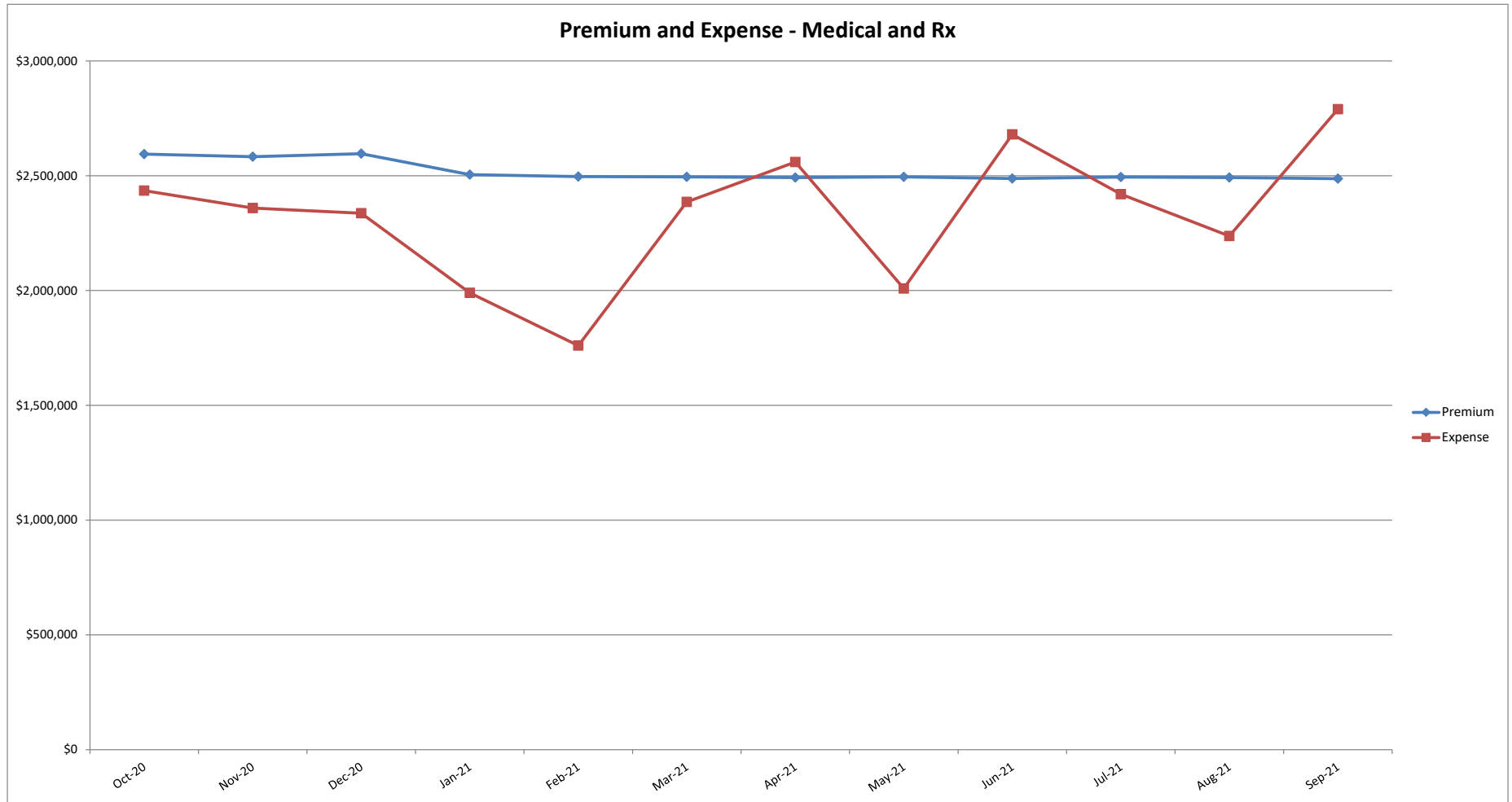
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Anthem Blue Cross Premium and Claims Report as of September 2021
All Districts Combined - PPO**





**San Joaquin Valley Insurance Authority (SJVIA)
Anthem Blue Cross Premium and Claims Report as of September 2021
All Districts Combined - HDHP**

MONTH-YEAR	ENROLLED	FUNDING / PREMIUM	CLAIMS EXPENSE					SURPLUS / (DEFICIT)	AVERAGE CLAIM COST PEPM	TOTAL EXPENSE LOSS RATIO
			MEDICAL	RX	FIXED	POOLED CLAIMS	TOTAL EXPENSE			
Oct-19	785	\$595,321	\$240,278	\$126,354	\$63,379	\$0	\$430,011	\$165,310	\$467.05	72.2%
Nov-19	789	\$595,303	\$192,489	\$78,586	\$63,704	\$0	\$334,779	\$260,524	\$343.57	56.2%
Dec-19	756	\$579,050	\$444,442	\$109,032	\$61,022	\$0	\$614,496	-\$35,446	\$732.11	106.1%
Jan-20	763	\$586,460	\$375,864	\$31,673	\$61,589	\$0	\$469,126	\$117,334	\$534.12	80.0%
Feb-20	770	\$590,084	\$347,707	\$45,050	\$62,150	\$0	\$454,907	\$135,177	\$510.07	77.1%
Mar-20	772	\$593,027	\$542,777	\$67,347	\$62,304	\$0	\$672,428	-\$79,401	\$790.32	113.4%
Apr-20	769	\$590,363	\$152,102	\$69,184	\$62,061	\$0	\$283,347	\$307,015	\$287.76	48.0%
May-20	772	\$593,149	\$321,023	\$109,407	\$62,304	\$0	\$492,735	\$100,415	\$557.55	83.1%
Jun-20	777	\$595,737	\$187,125	\$74,440	\$62,710	\$0	\$324,274	\$271,463	\$336.63	54.4%
Jul-20	773	\$592,211	\$233,135	\$118,233	\$62,385	\$0	\$413,753	\$178,457	\$454.55	69.9%
Aug-20	767	\$586,013	\$262,294	\$94,087	\$61,906	\$0	\$418,288	\$167,725	\$464.64	71.4%
Sep-20	764	\$584,150	\$170,884	\$135,267	\$61,663	\$0	\$367,814	\$216,336	\$400.72	63.0%
Oct-20	756	\$578,539	\$247,798	\$79,332	\$61,022	\$0	\$388,152	\$190,387	\$432.71	67.1%
Nov-20	769	\$580,118	\$328,948	\$91,315	\$62,076	\$0	\$482,339	\$97,779	\$546.51	83.1%
Dec-20	774	\$598,176	\$231,387	\$126,500	\$62,481	\$0	\$420,367	\$177,809	\$462.39	70.3%
Jan-21	768	\$593,230	\$85,089	\$60,474	\$58,774	\$0	\$204,338	\$388,892	\$189.54	34.4%
Feb-21	763	\$587,334	\$179,768	\$55,262	\$58,392	\$0	\$293,421	\$293,913	\$308.03	50.0%
Mar-21	763	\$589,101	\$209,328	\$79,996	\$58,391	\$0	\$347,714	\$241,387	\$379.19	59.0%
Apr-21	761	\$588,545	\$202,327	\$51,380	\$58,238	\$0	\$311,945	\$276,600	\$333.39	53.0%
May-21	758	\$585,550	\$222,225	\$99,280	\$58,007	\$0	\$379,512	\$206,037	\$424.15	64.8%
Jun-21	765	\$592,535	\$297,028	\$71,756	\$58,542	\$0	\$427,326	\$165,209	\$482.07	72.1%
Jul-21	761	\$589,877	\$138,944	\$65,157	\$58,235	\$0	\$262,336	\$327,541	\$268.20	44.5%
Aug-21	750	\$581,006	\$213,337	\$98,534	\$57,394	\$0	\$369,265	\$211,741	\$415.83	63.6%
Sep-21	745	\$576,233	\$281,826	\$61,622	\$57,011	\$0	\$400,459	\$175,774	\$461.00	69.5%
2019	791	\$7,216,380	\$2,532,379	\$1,115,170	\$765,780	\$0	\$4,413,329	\$2,803,051	\$384.52	61.2%
2020	769	\$7,068,027	\$3,401,044	\$1,041,835	\$744,652	\$0	\$5,187,531	\$1,880,496	\$481.56	73.4%
2021 YTD	759	\$5,283,410	\$1,829,872	\$643,460	\$522,983	\$0	\$2,996,315	\$2,287,094	\$361.92	56.7%
Current 12 Months	761	\$7,040,243	\$2,638,005	\$940,607	\$708,562	\$0	\$4,287,174	\$2,753,069	\$391.83	60.9%

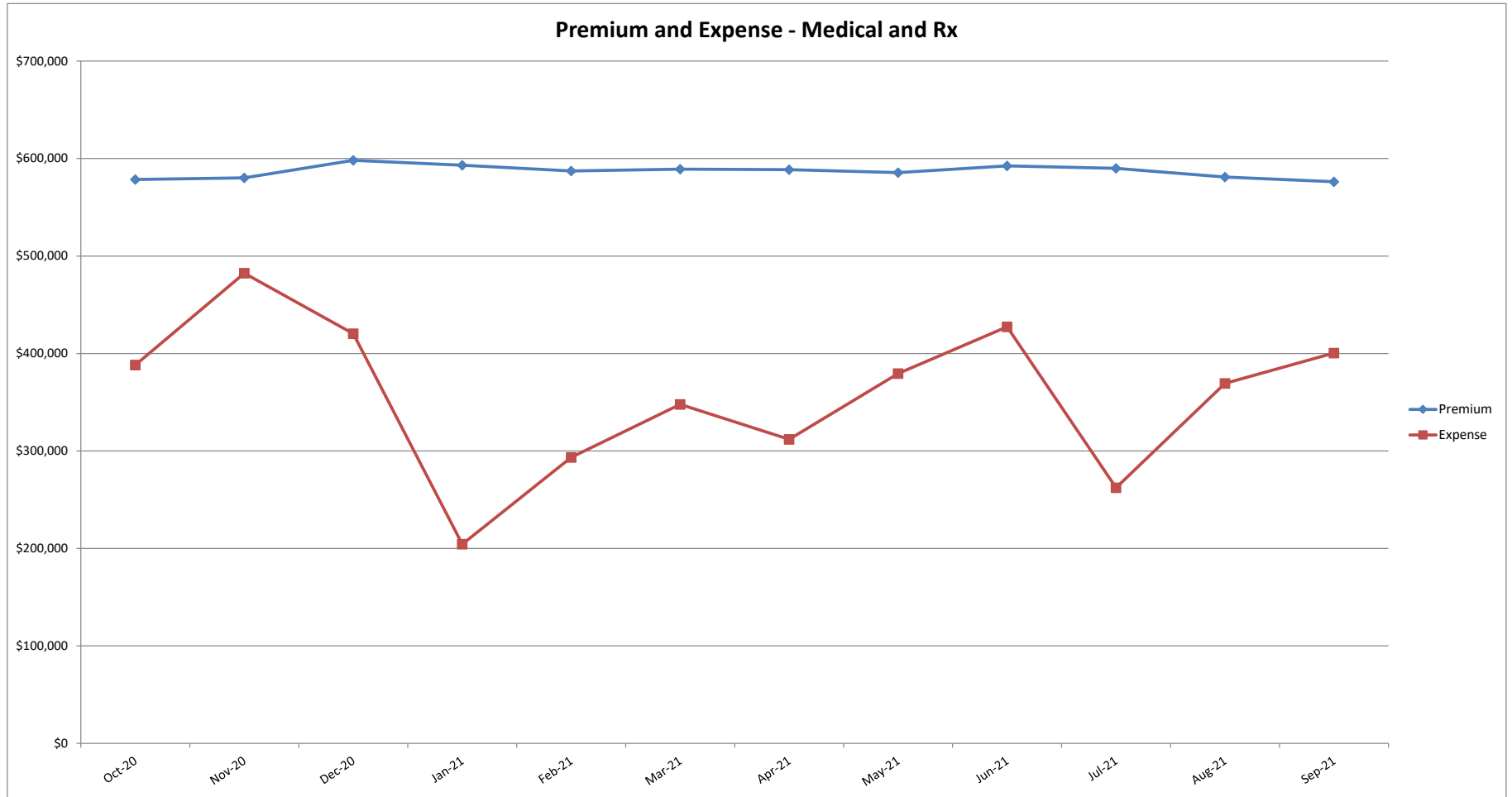
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Anthem Blue Cross Premium and Claims Report as of September 2021
All Districts Combined - HDHP**





**San Joaquin Valley Insurance Authority (SJVIA)
Anthem Blue Cross Premium and Claims Report as of September 2021
County of Fresno - All Medical**

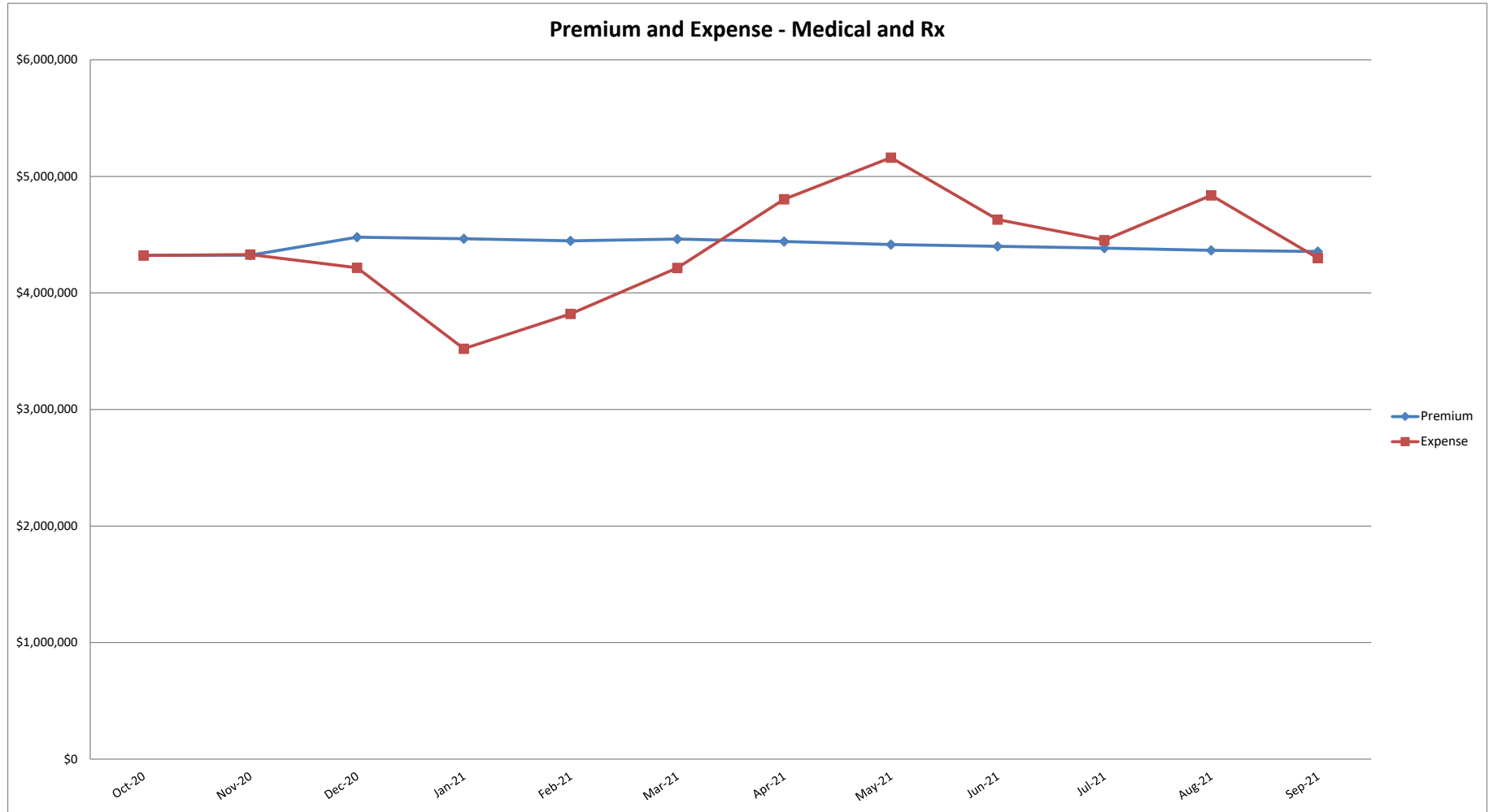
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			MEDICAL	RX	FIXED	POOLED CLAIMS	TOTAL EXPENSE			
Oct-19	3,920	\$4,236,425	\$3,302,614	\$1,049,606	\$362,586	\$0	\$4,714,806	-\$478,381	\$1,110.26	111.3%
Nov-19	3,911	\$4,224,192	\$2,769,749	\$893,619	\$361,681	-\$24,644	\$4,000,405	\$223,787	\$930.38	94.7%
Dec-19	3,951	\$4,271,027	\$2,719,201	\$871,576	\$366,084	-\$14,621	\$3,942,240	\$328,787	\$905.13	92.3%
Jan-20	3,950	\$4,389,610	\$2,506,823	\$1,025,374	\$365,827	\$0	\$3,898,023	\$491,586	\$894.23	88.8%
Feb-20	3,943	\$4,371,028	\$2,746,757	\$858,742	\$365,186	-\$173,505	\$3,797,180	\$573,848	\$870.40	86.9%
Mar-20	3,948	\$4,374,673	\$3,051,368	\$1,163,600	\$365,620	\$50,701	\$4,631,290	-\$256,617	\$1,080.46	105.9%
Apr-20	3,913	\$4,334,567	\$2,691,200	\$1,058,690	\$362,343	\$0	\$4,112,233	\$222,334	\$958.32	94.9%
May-20	3,925	\$4,351,224	\$2,397,772	\$981,209	\$363,330	\$0	\$3,742,312	\$608,912	\$860.89	86.0%
Jun-20	3,949	\$4,363,382	\$2,252,852	\$1,008,820	\$365,525	\$0	\$3,627,197	\$736,185	\$825.95	83.1%
Jul-20	3,927	\$4,345,200	\$3,009,522	\$1,075,523	\$363,463	-\$158,003	\$4,290,504	\$54,695	\$1,000.01	98.7%
Aug-20	3,908	\$4,326,792	\$3,425,233	\$1,021,221	\$361,732	\$0	\$4,808,186	-\$481,393	\$1,137.78	111.1%
Sep-20	3,904	\$4,331,783	\$3,268,592	\$1,047,897	\$361,363	-\$425,617	\$4,252,235	\$79,548	\$996.64	98.2%
Oct-20	3,897	\$4,323,016	\$2,912,075	\$1,055,408	\$360,840	-\$7,062	\$4,321,261	\$1,755	\$1,016.27	100.0%
Nov-20	3,892	\$4,324,343	\$3,154,140	\$950,876	\$360,170	-\$136,088	\$4,329,098	-\$4,755	\$1,019.77	100.1%
Dec-20	3,936	\$4,478,663	\$2,815,366	\$1,092,751	\$364,192	-\$55,952	\$4,216,357	\$262,306	\$978.70	94.1%
Jan-21	3,920	\$4,465,232	\$2,293,143	\$869,715	\$373,142	-\$14,142	\$3,521,858	\$943,374	\$803.24	78.9%
Feb-21	3,908	\$4,447,817	\$2,590,421	\$906,160	\$372,009	-\$48,745	\$3,819,846	\$627,971	\$882.25	85.9%
Mar-21	3,924	\$4,462,554	\$2,651,012	\$1,049,983	\$373,568	\$140,168	\$4,214,731	\$247,823	\$978.89	94.4%
Apr-21	3,911	\$4,441,632	\$3,290,878	\$1,140,629	\$372,406	\$0	\$4,803,913	-\$362,281	\$1,133.09	108.2%
May-21	3,887	\$4,415,607	\$3,777,819	\$1,025,040	\$370,020	-\$11,586	\$5,161,294	-\$745,687	\$1,232.64	116.9%
Jun-21	3,878	\$4,399,695	\$3,276,454	\$1,055,994	\$368,974	-\$71,571	\$4,629,850	-\$230,155	\$1,098.73	105.2%
Jul-21	3,866	\$4,385,135	\$3,066,332	\$1,028,681	\$367,888	-\$9,470	\$4,453,431	-\$68,295	\$1,056.79	101.6%
Aug-21	3,854	\$4,366,162	\$3,282,232	\$1,211,160	\$366,923	-\$22,046	\$4,838,268	-\$472,106	\$1,160.18	110.8%
Sep-21	3,849	\$4,356,215	\$2,877,090	\$1,095,114	\$366,588	-\$38,912	\$4,299,880	\$56,336	\$1,021.90	98.7%
2019	3,933	\$51,210,455	\$36,088,764	\$11,135,254	\$4,364,951	-\$39,265	\$51,549,705	-\$339,249	\$999.83	100.7%
2020	3,924	\$52,314,281	\$34,231,702	\$12,340,110	\$4,359,591	-\$905,527	\$50,025,876	\$2,288,405	\$969.72	95.6%
2021 YTD	3,889	\$39,740,049	\$27,105,380	\$9,382,475	\$3,331,518	-\$76,304	\$39,743,068	-\$3,019	\$1,040.42	100.0%
Current 12 Months	3,894	\$52,866,071	\$35,986,961	\$12,481,509	\$4,416,720	-\$275,406	\$52,609,784	\$256,287	\$1,031.49	99.5%

Data Sources:

Enrollment & Premium: Hourglass; Medical Claims & Capitation: Anthem CII, Anthem CLR, Anthem MDP; Rx Claims: Envolve, EmpiRx, Anthem MDP; Fixed Cost Schedule: Appendix

- Notes:
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**San Joaquin Valley Insurance Authority (SJVIA)
Anthem Blue Cross Premium and Claims Report as of September 2021
County of Fresno - All Medical**





**San Joaquin Valley Insurance Authority (SJVIA)
Anthem Blue Cross Premium and Claims Report as of September 2021
County of Fresno - EPO**

MONTH-YEAR	ENROLLED	FUNDING / PREMIUM	CLAIMS EXPENSE					SURPLUS / (DEFICIT)	AVERAGE CLAIM COST PEPM	TOTAL EXPENSE LOSS RATIO
			MEDICAL	RX	FIXED	POOLED CLAIMS	TOTAL EXPENSE			
Oct-19	3,053	\$3,511,833	\$3,019,797	\$906,514	\$292,325	\$0	\$4,218,636	-\$706,803	\$1,286.05	120.1%
Nov-19	3,041	\$3,500,583	\$2,484,331	\$792,797	\$291,176	-\$24,644	\$3,543,659	-\$43,076	\$1,069.54	101.2%
Dec-19	3,120	\$3,571,058	\$2,376,124	\$730,643	\$298,740	-\$14,621	\$3,390,886	\$180,172	\$991.07	95.0%
Jan-20	3,108	\$3,678,181	\$2,093,413	\$960,589	\$297,591	\$0	\$3,351,593	\$326,588	\$982.63	91.1%
Feb-20	3,103	\$3,666,962	\$2,478,232	\$790,500	\$297,112	-\$173,505	\$3,392,339	\$274,623	\$997.49	92.5%
Mar-20	3,105	\$3,666,293	\$2,566,124	\$1,085,231	\$297,304	\$50,701	\$3,999,360	-\$333,067	\$1,192.29	109.1%
Apr-20	3,075	\$3,632,941	\$2,309,587	\$965,092	\$294,431	\$0	\$3,569,111	\$63,830	\$1,064.94	98.2%
May-20	3,076	\$3,639,696	\$2,167,748	\$866,773	\$294,527	\$0	\$3,329,048	\$310,648	\$986.52	91.5%
Jun-20	3,093	\$3,645,833	\$2,032,116	\$908,516	\$296,155	\$0	\$3,236,787	\$409,046	\$950.74	88.8%
Jul-20	3,074	\$3,630,586	\$2,741,750	\$935,714	\$294,336	-\$158,003	\$3,813,797	-\$183,211	\$1,144.91	105.0%
Aug-20	3,061	\$3,619,689	\$3,087,343	\$895,240	\$293,091	\$0	\$4,275,674	-\$655,985	\$1,301.07	118.1%
Sep-20	3,058	\$3,619,677	\$3,014,014	\$911,800	\$292,804	-\$425,617	\$3,793,000	-\$173,323	\$1,144.60	104.8%
Oct-20	3,061	\$3,617,647	\$2,593,976	\$940,465	\$293,091	-\$7,062	\$3,820,469	-\$202,822	\$1,152.36	105.6%
Nov-20	3,043	\$3,617,395	\$2,769,050	\$845,938	\$291,367	-\$136,088	\$3,770,267	-\$152,871	\$1,143.25	104.2%
Dec-20	3,074	\$3,743,398	\$2,535,971	\$936,403	\$294,336	-\$55,952	\$3,710,757	\$32,641	\$1,111.39	99.1%
Jan-21	3,067	\$3,737,985	\$2,203,064	\$791,611	\$307,896	-\$14,142	\$3,288,428	\$449,557	\$971.81	88.0%
Feb-21	3,058	\$3,722,132	\$2,375,395	\$820,685	\$306,993	-\$48,745	\$3,454,329	\$267,804	\$1,029.21	92.8%
Mar-21	3,072	\$3,733,137	\$2,399,018	\$956,694	\$308,398	\$140,168	\$3,804,278	-\$71,141	\$1,137.98	101.9%
Apr-21	3,065	\$3,717,390	\$3,044,265	\$1,060,084	\$307,695	\$0	\$4,412,044	-\$694,654	\$1,339.10	118.7%
May-21	3,042	\$3,691,769	\$3,502,522	\$919,189	\$305,386	-\$11,586	\$4,715,512	-\$1,023,744	\$1,449.75	127.7%
Jun-21	3,027	\$3,671,906	\$2,929,075	\$944,767	\$303,881	-\$71,571	\$4,106,151	-\$434,245	\$1,256.12	111.8%
Jul-21	3,020	\$3,662,187	\$2,825,914	\$945,999	\$303,178	-\$9,470	\$4,065,620	-\$403,433	\$1,245.84	111.0%
Aug-21	3,018	\$3,652,449	\$3,077,988	\$1,082,497	\$302,977	-\$22,046	\$4,441,416	-\$788,967	\$1,371.25	121.6%
Sep-21	3,020	\$3,649,373	\$2,559,309	\$1,004,805	\$303,178	-\$38,912	\$3,828,380	-\$179,007	\$1,167.29	104.9%
2019	3,062	\$42,445,762	\$33,226,729	\$9,750,935	\$3,517,759	-\$39,265	\$46,456,159	-\$4,010,396	\$1,168.74	109.4%
2020	3,078	\$43,778,298	\$30,389,324	\$11,042,260	\$3,536,143	-\$905,527	\$44,062,200	-\$283,903	\$1,097.35	100.6%
2021 YTD	3,043	\$33,238,328	\$24,916,550	\$8,526,330	\$2,749,582	-\$76,304	\$36,116,158	-\$2,877,830	\$1,218.25	108.7%
Current 12 Months	3,047	\$44,216,768	\$32,815,546	\$11,249,136	\$3,628,375	-\$275,406	\$47,417,651	-\$3,200,883	\$1,197.51	107.2%

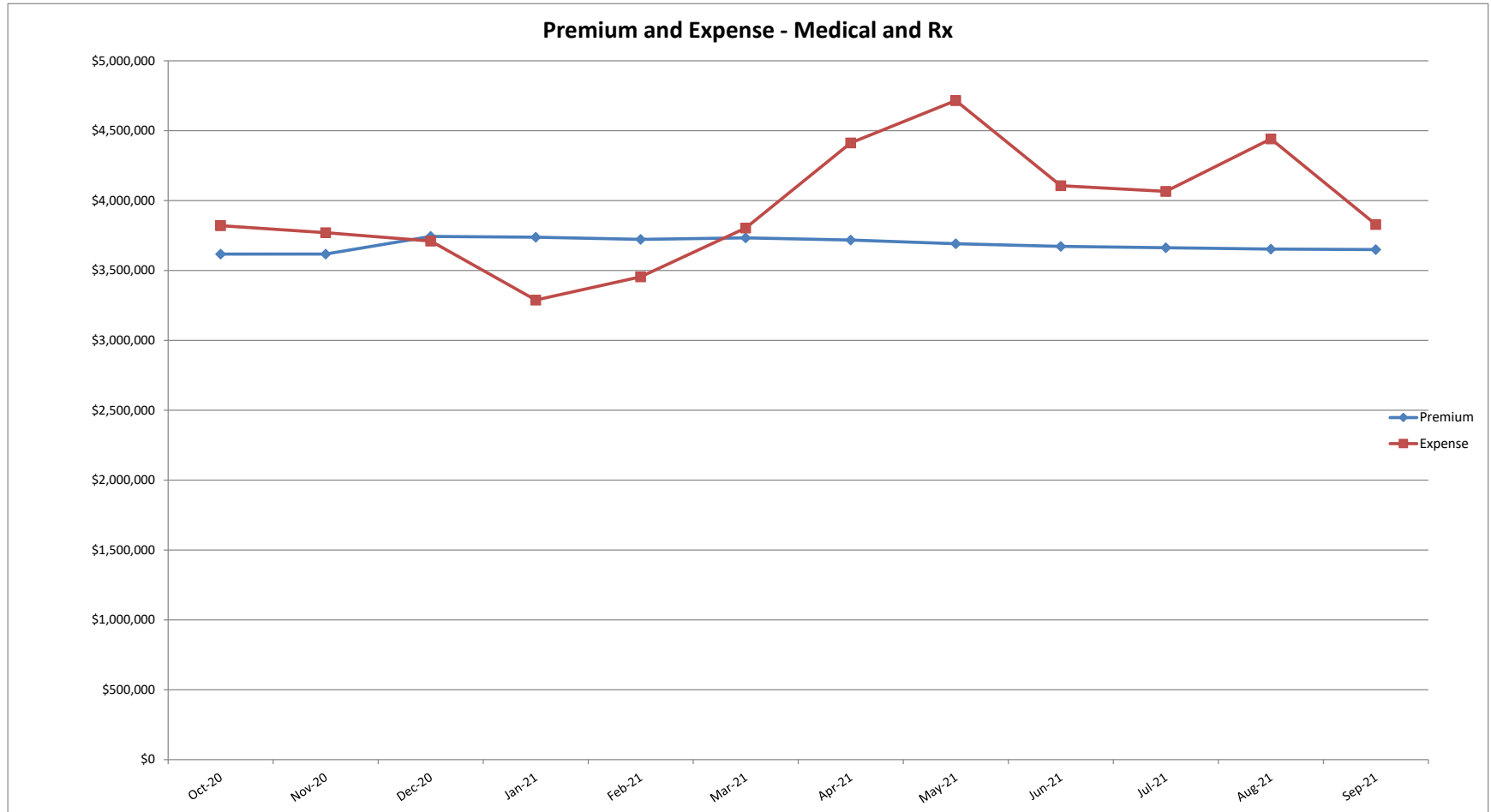
Data Sources:

Enrollment & Premium: Hourglass; Medical Claims & Capitation: Anthem CII, Anthem CLR, Anthem MDP; Rx Claims: Envolve, EmpiRx, Anthem MDP; Fixed Cost Schedule: Appendix

Notes:

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**San Joaquin Valley Insurance Authority (SJVIA)
Anthem Blue Cross Premium and Claims Report as of September 2021
County of Fresno - EPO**





San Joaquin Valley Insurance Authority (SJVIA)
Anthem Blue Cross Premium and Claims Report as of September 2021
County of Fresno - PPO

MONTH-YEAR	ENROLLED	FUNDING / PREMIUM	CLAIMS EXPENSE					SURPLUS / (DEFICIT)	AVERAGE CLAIM COST PEPM	TOTAL EXPENSE LOSS RATIO
			MEDICAL	RX	FIXED	POOLED CLAIMS	TOTAL EXPENSE			
Oct-19	115	\$153,176	\$49,400	\$32,187	\$9,320	\$0	\$90,906	\$62,270	\$709.45	59.3%
Nov-19	114	\$152,211	\$97,362	\$22,999	\$9,239	\$0	\$129,599	\$22,612	\$1,055.79	85.1%
Dec-19	109	\$145,407	\$45,828	\$32,683	\$8,833	\$0	\$87,345	\$58,063	\$720.29	60.1%
Jan-20	113	\$150,611	\$44,461	\$33,080	\$9,158	\$0	\$86,699	\$63,913	\$686.20	57.6%
Feb-20	105	\$140,235	\$81,179	\$24,013	\$8,509	\$0	\$113,700	\$26,535	\$1,001.82	81.1%
Mar-20	107	\$142,826	\$94,713	\$28,685	\$8,671	\$0	\$132,069	\$10,757	\$1,153.25	92.5%
Apr-20	105	\$138,736	\$245,999	\$32,705	\$8,509	\$0	\$287,213	-\$148,477	\$2,654.32	207.0%
May-20	113	\$145,851	\$62,705	\$25,127	\$9,158	\$0	\$96,990	\$48,861	\$777.28	66.5%
Jun-20	115	\$149,285	\$40,224	\$26,202	\$9,320	\$0	\$75,745	\$73,539	\$577.61	50.7%
Jul-20	116	\$149,875	\$55,488	\$37,071	\$9,401	\$0	\$101,960	\$47,915	\$797.93	68.0%
Aug-20	115	\$147,953	\$83,102	\$35,624	\$9,320	\$0	\$128,046	\$19,908	\$1,032.40	86.5%
Sep-20	117	\$154,818	\$90,934	\$16,187	\$9,482	\$0	\$116,603	\$38,215	\$915.56	75.3%
Oct-20	114	\$153,082	\$79,009	\$36,150	\$9,239	\$0	\$124,397	\$28,685	\$1,010.16	81.3%
Nov-20	114	\$153,082	\$60,431	\$25,725	\$9,239	\$0	\$95,394	\$57,688	\$755.75	62.3%
Dec-20	122	\$163,341	\$61,762	\$30,209	\$9,887	\$0	\$101,857	\$61,484	\$753.86	62.4%
Jan-21	120	\$159,998	\$11,046	\$26,955	\$9,179	\$0	\$47,179	\$112,818	\$316.67	29.5%
Feb-21	122	\$164,331	\$38,591	\$30,417	\$9,332	\$0	\$78,340	\$85,991	\$565.64	47.7%
Mar-21	123	\$165,713	\$65,374	\$25,689	\$9,408	\$0	\$100,471	\$65,242	\$740.35	60.6%
Apr-21	119	\$161,093	\$52,817	\$30,611	\$9,102	\$0	\$92,531	\$68,562	\$701.08	57.4%
May-21	120	\$162,516	\$55,450	\$20,459	\$9,179	\$0	\$85,088	\$77,428	\$632.57	52.4%
Jun-21	118	\$158,897	\$53,313	\$39,780	\$9,026	\$0	\$102,118	\$56,779	\$788.92	64.3%
Jul-21	116	\$155,641	\$119,445	\$30,593	\$8,873	\$0	\$158,911	-\$3,270	\$1,293.43	102.1%
Aug-21	117	\$155,277	\$27,765	\$30,302	\$8,949	\$0	\$67,017	\$88,260	\$496.31	43.2%
Sep-21	114	\$152,594	\$56,689	\$29,220	\$8,720	\$0	\$94,629	\$57,966	\$753.59	62.0%
2019	115	\$1,846,048	\$620,255	\$353,355	\$111,916	\$0	\$1,085,526	\$760,522	\$705.00	58.8%
2020	113	\$1,789,697	\$1,000,007	\$350,776	\$109,890	\$0	\$1,460,673	\$329,023	\$996.15	81.6%
2021 YTD	119	\$1,436,060	\$480,491	\$264,025	\$81,768	\$0	\$826,283	\$609,777	\$696.46	57.5%
Current 12 Months	118	\$1,905,565	\$681,692	\$356,108	\$110,132	\$0	\$1,147,932	\$757,633	\$731.36	60.2%

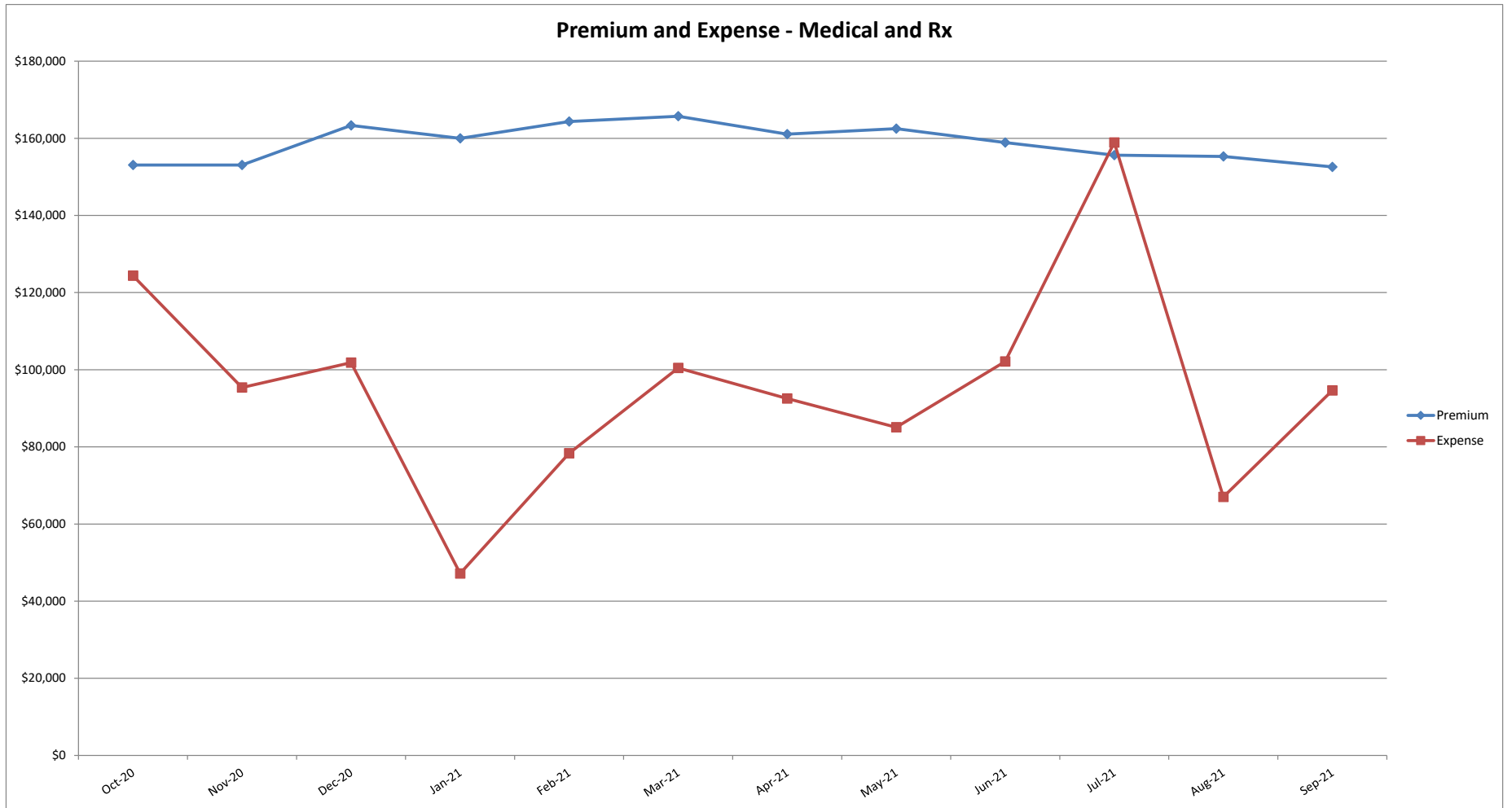
Data Sources:

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**San Joaquin Valley Insurance Authority (SJVIA)
Anthem Blue Cross Premium and Claims Report as of September 2021
County of Fresno - PPO**





**San Joaquin Valley Insurance Authority (SJVIA)
Anthem Blue Cross Premium and Claims Report as of September 2021
County of Fresno - HDHP**

MONTH-YEAR	ENROLLED	FUNDING / PREMIUM	CLAIMS EXPENSE					SURPLUS / (DEFICIT)	AVERAGE CLAIM COST PEPM	TOTAL EXPENSE LOSS RATIO
			MEDICAL	RX	FIXED	POOLED CLAIMS	TOTAL EXPENSE			
Oct-19	752	\$571,416	\$233,416	\$110,905	\$60,942	\$0	\$405,263	\$166,152	\$457.87	70.9%
Nov-19	756	\$571,398	\$188,056	\$77,824	\$61,266	\$0	\$327,146	\$244,252	\$351.69	57.3%
Dec-19	722	\$554,562	\$297,249	\$108,250	\$58,511	\$0	\$464,009	\$90,553	\$561.63	83.7%
Jan-20	729	\$560,817	\$368,949	\$31,705	\$59,078	\$0	\$459,732	\$101,085	\$549.59	82.0%
Feb-20	735	\$563,831	\$187,347	\$44,230	\$59,564	\$0	\$291,141	\$272,690	\$315.07	51.6%
Mar-20	736	\$565,554	\$390,531	\$49,684	\$59,645	\$0	\$499,861	\$65,693	\$598.12	88.4%
Apr-20	733	\$562,890	\$135,614	\$60,893	\$59,402	\$0	\$255,909	\$306,981	\$268.09	45.5%
May-20	736	\$565,677	\$167,319	\$89,310	\$59,645	\$0	\$316,274	\$249,403	\$348.68	55.9%
Jun-20	741	\$568,265	\$180,512	\$74,103	\$60,051	\$0	\$314,665	\$253,599	\$343.61	55.4%
Jul-20	737	\$564,738	\$212,284	\$102,737	\$59,726	\$0	\$374,748	\$189,991	\$427.44	66.4%
Aug-20	732	\$559,150	\$254,788	\$90,357	\$59,321	\$0	\$404,466	\$154,684	\$471.51	72.3%
Sep-20	729	\$557,288	\$163,644	\$119,910	\$59,078	\$0	\$342,632	\$214,656	\$388.96	61.5%
Oct-20	722	\$552,287	\$239,090	\$78,793	\$58,511	\$0	\$376,394	\$175,892	\$440.28	68.2%
Nov-20	735	\$553,866	\$324,660	\$79,213	\$59,564	\$0	\$463,437	\$90,428	\$549.49	83.7%
Dec-20	740	\$571,924	\$217,634	\$126,139	\$59,970	\$0	\$403,743	\$168,181	\$464.56	70.6%
Jan-21	733	\$567,249	\$79,033	\$51,150	\$56,067	\$0	\$186,250	\$380,999	\$177.60	32.8%
Feb-21	728	\$561,353	\$176,435	\$55,057	\$55,685	\$0	\$287,177	\$274,176	\$317.98	51.2%
Mar-21	729	\$563,705	\$186,620	\$67,601	\$55,761	\$0	\$309,982	\$253,723	\$348.73	55.0%
Apr-21	727	\$563,149	\$193,796	\$49,934	\$55,608	\$0	\$299,338	\$263,811	\$335.25	53.2%
May-21	725	\$561,323	\$219,847	\$85,392	\$55,455	\$0	\$360,694	\$200,629	\$421.02	64.3%
Jun-21	733	\$568,892	\$294,067	\$71,447	\$56,067	\$0	\$421,580	\$147,312	\$498.65	74.1%
Jul-21	730	\$567,307	\$120,972	\$52,089	\$55,838	\$0	\$228,899	\$338,407	\$237.07	40.3%
Aug-21	719	\$558,436	\$176,478	\$98,361	\$54,996	\$0	\$329,835	\$228,601	\$382.25	59.1%
Sep-21	715	\$554,248	\$261,091	\$61,089	\$54,690	\$0	\$376,871	\$177,377	\$450.60	68.0%
2019	756	\$6,918,645	\$2,241,780	\$1,030,964	\$735,276	\$0	\$4,008,020	\$2,910,625	\$360.71	57.9%
2020	734	\$6,746,287	\$2,842,371	\$947,074	\$713,557	\$0	\$4,503,003	\$2,243,284	\$430.37	66.7%
2021 YTD	727	\$5,065,661	\$1,708,339	\$592,119	\$500,168	\$0	\$2,800,627	\$2,265,034	\$351.81	55.3%
Current 12 Months	728	\$6,743,737	\$2,489,723	\$876,265	\$678,213	\$0	\$4,044,201	\$2,699,536	\$385.30	60.0%

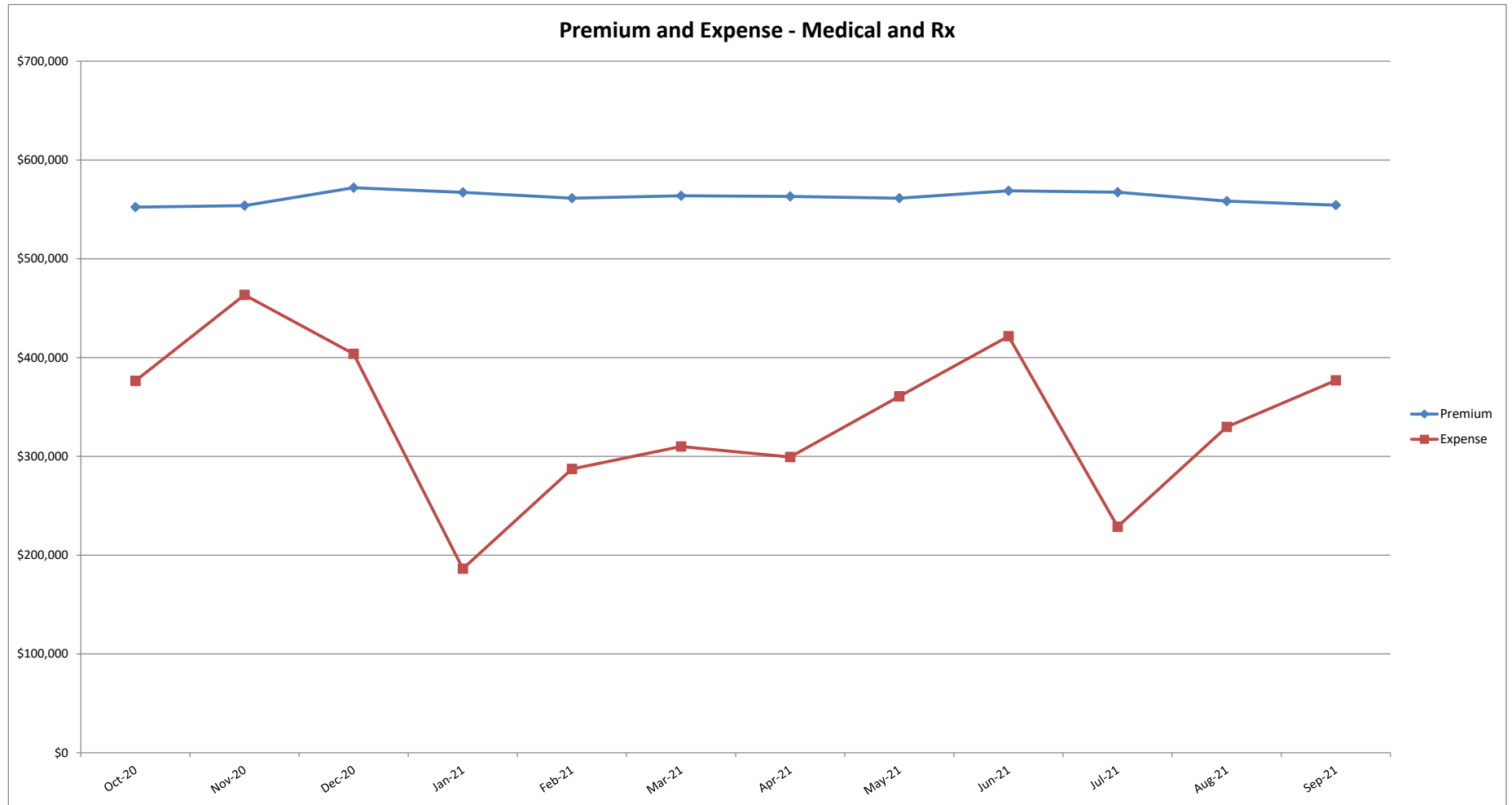
Data Sources:

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**San Joaquin Valley Insurance Authority (SJVIA)
Anthem Blue Cross Premium and Claims Report as of September 2021
County of Fresno - HDHP**





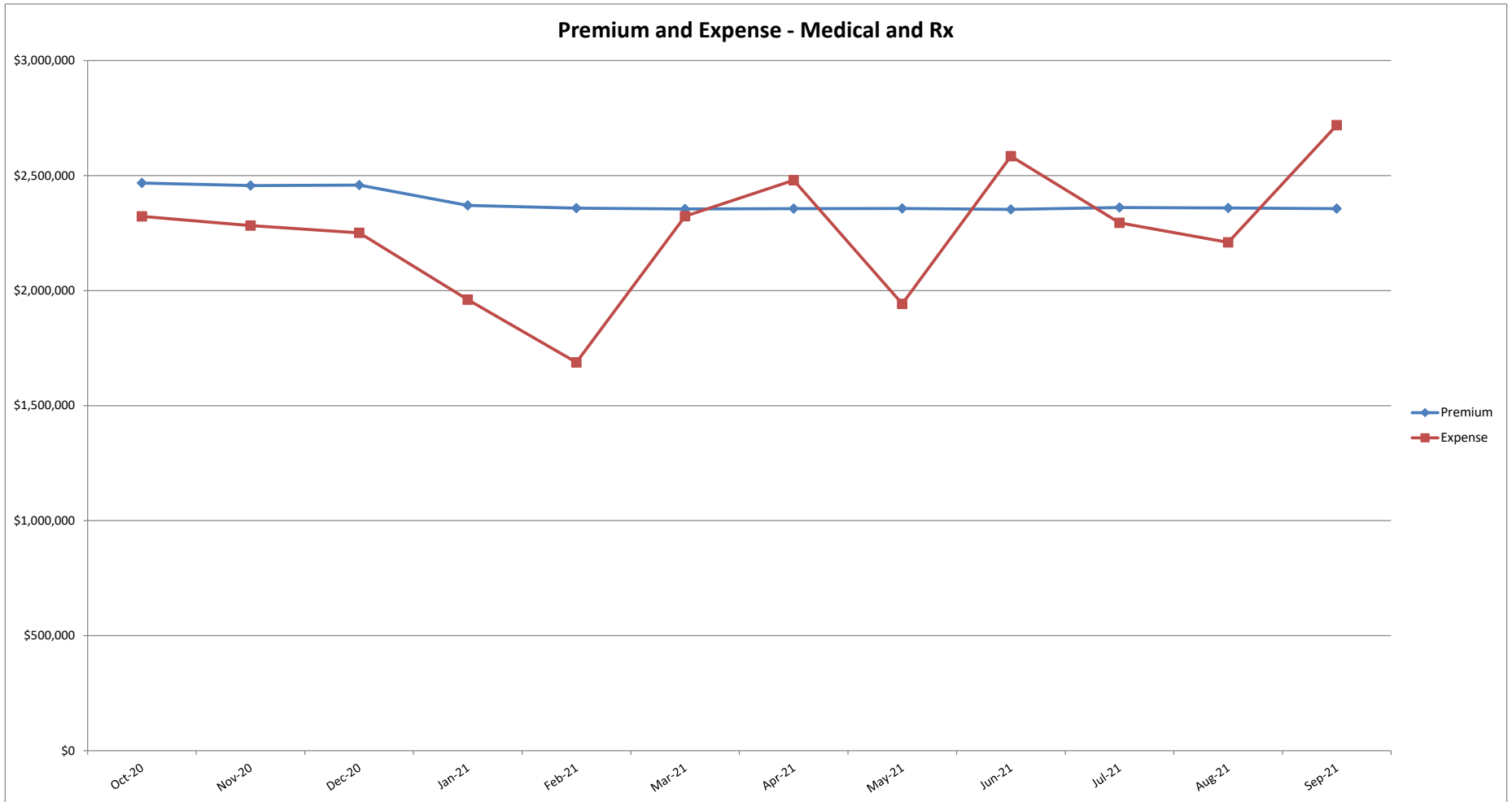
San Joaquin Valley Insurance Authority (SJVIA)
Anthem Blue Cross Premium and Claims Report as of September 2021
County of Tulare - All Medical

MONTH-YEAR	ENROLLED	FUNDING / PREMIUM	CLAIMS EXPENSE					SURPLUS / (DEFICIT)	AVERAGE CLAIM COST PEPM	TOTAL EXPENSE LOSS RATIO
			MEDICAL	RX	FIXED	POOLED CLAIMS	TOTAL EXPENSE			
Oct-19	3,019	\$2,341,316	\$1,088,816	\$628,788	\$222,983	\$0	\$1,940,587	\$400,728	\$568.93	82.9%
Nov-19	3,017	\$2,341,817	\$1,382,894	\$602,241	\$222,836	\$0	\$2,207,970	\$133,847	\$657.98	94.3%
Dec-19	3,019	\$2,340,050	\$1,050,349	\$645,943	\$222,983	\$0	\$1,919,275	\$420,775	\$562	82.0%
Jan-20	3,026	\$2,452,127	\$1,338,185	\$654,787	\$223,500	\$0	\$2,216,472	\$235,655	\$659	90.4%
Feb-20	3,009	\$2,439,588	\$1,201,892	\$562,051	\$222,245	\$0	\$1,986,187	\$453,401	\$586.22	81.4%
Mar-20	3,030	\$2,457,900	\$1,310,352	\$770,151	\$223,796	\$0	\$2,304,299	\$153,601	\$686.63	93.8%
Apr-20	3,038	\$2,468,121	\$821,895	\$682,392	\$224,387	\$0	\$1,728,673	\$739,448	\$495.16	70.0%
May-20	3,033	\$2,465,203	\$1,217,315	\$622,577	\$224,017	\$0	\$2,063,909	\$401,294	\$606.62	83.7%
Jun-20	3,042	\$2,472,097	\$1,125,674	\$663,022	\$224,682	\$0	\$2,013,378	\$458,719	\$588.00	81.4%
Jul-20	3,041	\$2,474,410	\$1,465,767	\$609,757	\$224,608	\$0	\$2,300,132	\$174,278	\$682.51	93.0%
Aug-20	3,030	\$2,465,747	\$1,583,129	\$663,204	\$223,796	\$0	\$2,470,129	-\$4,382	\$741.36	100.2%
Sep-20	3,029	\$2,470,099	\$1,305,885	\$691,453	\$223,722	\$0	\$2,221,060	\$249,040	\$659.40	89.9%
Oct-20	3,026	\$2,467,478	\$1,474,912	\$624,269	\$223,500	\$0	\$2,322,682	\$144,796	\$693.71	94.1%
Nov-20	3,014	\$2,456,433	\$1,414,232	\$645,700	\$222,614	\$0	\$2,282,546	\$173,887	\$683.45	92.9%
Dec-20	3,013	\$2,458,866	\$1,331,128	\$697,672	\$222,540	\$0	\$2,251,340	\$207,525	\$673	91.6%
Jan-21	3,019	\$2,370,580	\$1,152,049	\$575,386	\$233,489	\$0	\$1,960,924	\$409,656	\$572	82.7%
Feb-21	3,006	\$2,358,023	\$896,055	\$559,428	\$232,484	\$0	\$1,687,967	\$670,056	\$484.19	71.6%
Mar-21	2,996	\$2,354,909	\$1,413,310	\$678,437	\$231,711	\$0	\$2,323,458	\$31,451	\$698.18	98.7%
Apr-21	2,998	\$2,356,361	\$1,500,478	\$747,490	\$231,865	\$0	\$2,479,833	-\$123,472	\$749.82	105.2%
May-21	2,999	\$2,356,743	\$1,092,495	\$617,755	\$231,943	\$0	\$1,942,194	\$414,549	\$570.27	82.4%
Jun-21	3,001	\$2,352,971	\$1,643,842	\$708,050	\$232,097	\$0	\$2,583,989	-\$231,018	\$783.70	109.8%
Jul-21	3,005	\$2,361,136	\$1,325,798	\$736,009	\$232,407	\$0	\$2,294,213	\$66,923	\$686.13	97.2%
Aug-21	3,001	\$2,359,169	\$1,231,550	\$746,030	\$232,097	\$0	\$2,209,678	\$149,491	\$658.97	93.7%
Sep-21	2,993	\$2,356,566	\$1,794,851	\$692,731	\$231,479	\$0	\$2,719,061	-\$362,496	\$831.13	115.4%
2019	3,015	\$28,092,399	\$15,705,269	\$7,773,168	\$2,671,812	\$0	\$26,150,249	\$1,942,150	\$649.04	93.1%
2020	3,028	\$29,548,070	\$15,590,368	\$7,887,033	\$2,683,408	\$0	\$26,160,808	\$3,387,262	\$646.21	88.5%
2021 YTD	3,002	\$21,226,457	\$12,050,428	\$6,061,316	\$2,089,572	\$0	\$20,201,317	\$1,025,140	\$670.36	95.2%
Current 12 Months	3,006	\$28,609,234	\$16,270,701	\$8,028,957	\$2,758,227	\$0	\$27,057,885	\$1,551,349	\$673.66	94.6%

Data Sources:
Enrollment & Premium: Hourglass; Medical Claims & Capitation: Anthem CII, Anthem CLR, Anthem MDP; Rx Claims: Envolve, EmpiRx, Anthem MDP; Fixed Cost Schedule: Appendix

- Notes:
1. Fixed Cost Schedule: Appendix
 2. Pooling Points: HMO = \$400,000 and EPO/PPO/HDHP = \$450,000.
 3. EmpiRx PBM replaced Envolve PBM effective 1/1/2018

**San Joaquin Valley Insurance Authority (SJVIA)
Anthem Blue Cross Premium and Claims Report as of September 2021
County of Tulare - All Medical**





San Joaquin Valley Insurance Authority (SJVIA)
Anthem Blue Cross Premium and Claims Report as of September 2021
County of Tulare - PPO

MONTH-YEAR	ENROLLED	FUNDING / PREMIUM	CLAIMS EXPENSE					SURPLUS / (DEFICIT)	AVERAGE CLAIM COST PEPM	TOTAL EXPENSE LOSS RATIO
			MEDICAL	RX	FIXED	POOLED CLAIMS	TOTAL EXPENSE			
Oct-19	2,986	\$2,317,410	\$1,081,954	\$613,340	\$220,546	\$0	\$1,915,839	\$401,571	\$567.75	82.7%
Nov-19	2,984	\$2,317,912	\$1,378,461	\$601,479	\$220,398	\$0	\$2,200,337	\$117,574	\$663.52	94.9%
Dec-19	2,985	\$2,315,563	\$903,156	\$645,161	\$220,472	\$0	\$1,768,789	\$546,774	\$518.70	76.4%
Jan-20	2,992	\$2,426,484	\$1,331,270	\$654,819	\$220,989	\$0	\$2,207,078	\$219,405	\$663.80	91.0%
Feb-20	2,974	\$2,413,335	\$1,041,531	\$561,230	\$219,660	\$0	\$1,822,421	\$590,914	\$538.92	75.5%
Mar-20	2,994	\$2,430,428	\$1,158,107	\$752,488	\$221,137	\$0	\$2,131,732	\$298,696	\$638.14	87.7%
Apr-20	3,002	\$2,440,649	\$805,407	\$674,100	\$221,728	\$0	\$1,701,235	\$739,414	\$492.84	69.7%
May-20	2,997	\$2,437,731	\$1,063,611	\$602,479	\$221,358	\$0	\$1,887,449	\$550,282	\$555.92	77.4%
Jun-20	3,006	\$2,444,625	\$1,119,062	\$662,685	\$222,023	\$0	\$2,003,769	\$440,855	\$592.73	82.0%
Jul-20	3,005	\$2,446,938	\$1,444,915	\$594,262	\$221,949	\$0	\$2,261,126	\$185,812	\$678.59	92.4%
Aug-20	2,995	\$2,438,885	\$1,575,623	\$659,474	\$221,211	\$0	\$2,456,308	-\$17,423	\$746.28	100.7%
Sep-20	2,994	\$2,443,237	\$1,298,645	\$676,096	\$221,137	\$0	\$2,195,878	\$247,359	\$659.57	89.9%
Oct-20	2,992	\$2,441,225	\$1,466,205	\$623,730	\$220,989	\$0	\$2,310,924	\$130,301	\$698.51	94.7%
Nov-20	2,980	\$2,430,181	\$1,409,944	\$633,597	\$220,103	\$0	\$2,263,644	\$166,537	\$685.75	93.1%
Dec-20	2,979	\$2,432,613	\$1,317,375	\$697,311	\$220,029	\$0	\$2,234,716	\$197,897	\$676.30	91.9%
Jan-21	2,984	\$2,344,599	\$1,145,993	\$566,062	\$230,783	\$0	\$1,942,837	\$401,762	\$573.74	82.9%
Feb-21	2,971	\$2,332,042	\$892,721	\$559,224	\$229,777	\$0	\$1,681,723	\$650,319	\$488.71	72.1%
Mar-21	2,962	\$2,329,513	\$1,390,603	\$666,042	\$229,081	\$0	\$2,285,726	\$43,787	\$694.34	98.1%
Apr-21	2,964	\$2,330,965	\$1,491,947	\$746,044	\$229,236	\$0	\$2,467,226	-\$136,262	\$755.06	105.8%
May-21	2,966	\$2,332,516	\$1,090,117	\$603,867	\$229,390	\$0	\$1,923,375	\$409,141	\$571.13	82.5%
Jun-21	2,969	\$2,329,329	\$1,640,880	\$707,741	\$229,622	\$0	\$2,578,244	-\$248,915	\$791.05	110.7%
Jul-21	2,974	\$2,338,566	\$1,307,826	\$722,941	\$230,009	\$0	\$2,260,777	\$77,789	\$682.84	96.7%
Aug-21	2,970	\$2,336,599	\$1,194,691	\$745,857	\$229,700	\$0	\$2,170,248	\$166,351	\$653.38	92.9%
Sep-21	2,963	\$2,334,580	\$1,774,117	\$692,198	\$229,158	\$0	\$2,695,473	-\$360,893	\$832.37	115.5%
2019	2,980	\$27,794,664	\$15,414,671	\$7,688,962	\$2,641,307	\$0	\$25,744,940	\$2,049,724	\$646.06	92.6%
2020	2,993	\$29,226,330	\$15,031,695	\$7,792,272	\$2,652,313	\$0	\$25,476,280	\$3,750,050	\$635.59	87.2%
2021 YTD	2,969	\$21,008,708	\$11,928,896	\$6,009,976	\$2,066,757	\$0	\$20,005,628	\$1,003,080	\$671.29	95.2%
Current 12 Months	2,973	\$28,312,728	\$16,122,420	\$7,964,615	\$2,727,878	\$0	\$26,814,912	\$1,497,816	\$675.20	94.7%

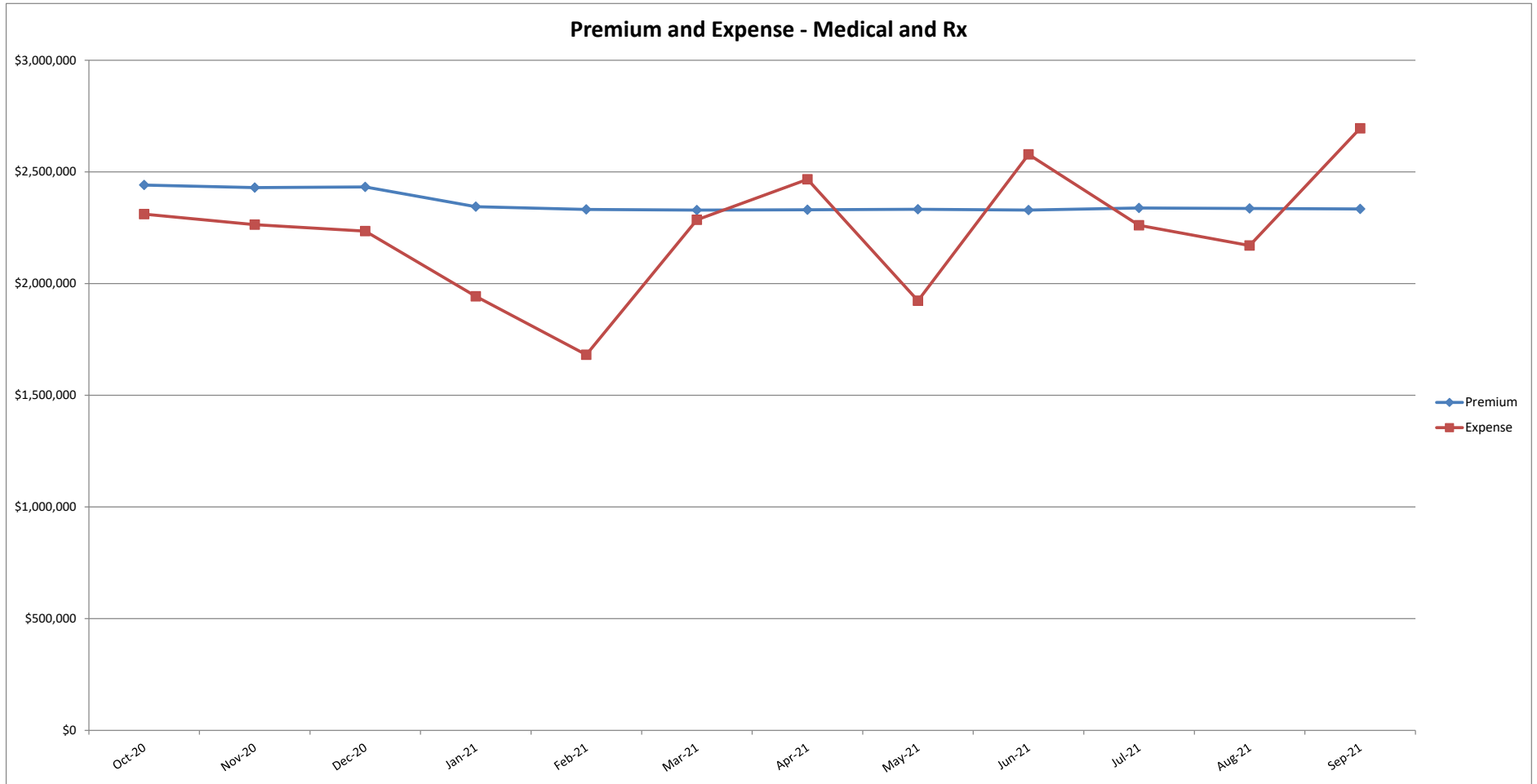
Data Sources:

Enrollment & Premium: Hourglass; Medical Claims & Capitation: Anthem CII, Anthem CLR, Anthem MDP; Rx Claims: Envolve, EmpiRx, Anthem MDP; Fixed Cost Schedule: Appendix

Notes:

1. Fixed Cost Schedule: Appendix
2. EPO/PPO/HDHP = \$450,000.
3. EmpiRx PBM replaced Envolve PBM effective 1/1/2018

**San Joaquin Valley Insurance Authority (SJVIA)
Anthem Blue Cross Premium and Claims Report as of September 2021
County of Tulare - PPO**





**San Joaquin Valley Insurance Authority (SJVIA)
Anthem Blue Cross Premium and Claims Report as of September 2021
County of Tulare - HDHP**

MONTH-YEAR	ENROLLED	FUNDING / PREMIUM	CLAIMS EXPENSE					SURPLUS / (DEFICIT)	AVERAGE CLAIM COST PEPM	TOTAL EXPENSE LOSS RATIO
			MEDICAL	RX	FIXED	POOLED CLAIMS	TOTAL EXPENSE			
Oct-19	33	\$23,905	\$6,862	\$15,449	\$2,437	\$0	\$24,748	-\$843	\$676.08	103.5%
Nov-19	33	\$23,905	\$4,433	\$762	\$2,437	\$0	\$7,632	\$16,273	\$157.43	31.9%
Dec-19	34	\$24,488	\$147,193	\$782	\$2,511	\$0	\$150,486	-\$125,999	\$4,352.21	614.5%
Jan-20	34	\$25,644	\$6,915	-\$32	\$2,511	\$0	\$9,394	\$16,249	\$202.44	36.6%
Feb-20	35	\$26,253	\$160,361	\$820	\$2,585	\$0	\$163,766	-\$137,513	\$4,605.17	623.8%
Mar-20	36	\$27,472	\$152,246	\$17,662	\$2,659	\$0	\$172,567	-\$145,095	\$4,719.67	628.2%
Apr-20	36	\$27,472	\$16,488	\$8,292	\$2,659	\$0	\$27,438	\$34	\$688.32	99.9%
May-20	36	\$27,472	\$153,704	\$20,097	\$2,659	\$0	\$176,461	-\$148,988	\$4,827.82	642.3%
Jun-20	36	\$27,472	\$6,613	\$337	\$2,659	\$0	\$9,609	\$17,863	\$193.06	35.0%
Jul-20	36	\$27,472	\$20,852	\$15,495	\$2,659	\$0	\$39,006	-\$11,533	\$1,009.63	142.0%
Aug-20	35	\$26,862	\$7,506	\$3,730	\$2,585	\$0	\$13,821	\$13,041	\$321.04	51.5%
Sep-20	35	\$26,862	\$7,240	\$15,357	\$2,585	\$0	\$25,182	\$1,680	\$645.63	93.7%
Oct-20	34	\$26,252	\$8,708	\$539	\$2,511	\$0	\$11,758	\$14,495	\$271.96	44.8%
Nov-20	34	\$26,252	\$4,288	\$12,102	\$2,511	\$0	\$18,902	\$7,351	\$482.07	72.0%
Dec-20	34	\$26,252	\$13,753	\$360	\$2,511	\$0	\$16,624	\$9,628	\$415.10	63.3%
Jan-21	35	\$25,981	\$6,056	\$9,324	\$2,707	\$0	\$18,087	\$7,893	\$439.44	69.6%
Feb-21	35	\$25,981	\$3,333	\$204	\$2,707	\$0	\$6,244	\$19,736	\$101.07	24.0%
Mar-21	34	\$25,396	\$22,708	\$12,395	\$2,630	\$0	\$37,732	-\$12,336	\$1,032.42	148.6%
Apr-21	34	\$25,396	\$8,531	\$1,446	\$2,630	\$0	\$12,606	\$12,789	\$293.44	49.6%
May-21	33	\$24,227	\$2,378	\$13,888	\$2,552	\$0	\$18,819	\$5,409	\$492.92	77.7%
Jun-21	32	\$23,642	\$2,962	\$309	\$2,475	\$0	\$5,746	\$17,897	\$102.21	24.3%
Jul-21	31	\$22,570	\$17,971	\$13,067	\$2,398	\$0	\$33,436	-\$10,866	\$1,001.26	148.1%
Aug-21	31	\$22,570	\$36,859	\$173	\$2,398	\$0	\$39,430	-\$16,860	\$1,194.58	174.7%
Sep-21	30	\$21,985	\$20,735	\$533	\$2,320	\$0	\$23,588	-\$1,603	\$708.93	107.3%
2019	34	\$297,735	\$290,599	\$84,207	\$30,504	\$0	\$405,309	-\$107,574	\$907.52	136.1%
2020	35	\$321,740	\$558,672	\$94,761	\$31,095	\$0	\$684,528	-\$362,788	\$1,552.10	212.8%
2021 YTD	33	\$217,748	\$121,533	\$51,340	\$22,815	\$0	\$195,688	\$22,060	\$586.01	89.9%
Current 12 Months	33	\$296,506	\$148,282	\$64,342	\$30,349	\$0	\$242,972	\$53,533	\$535.58	81.9%

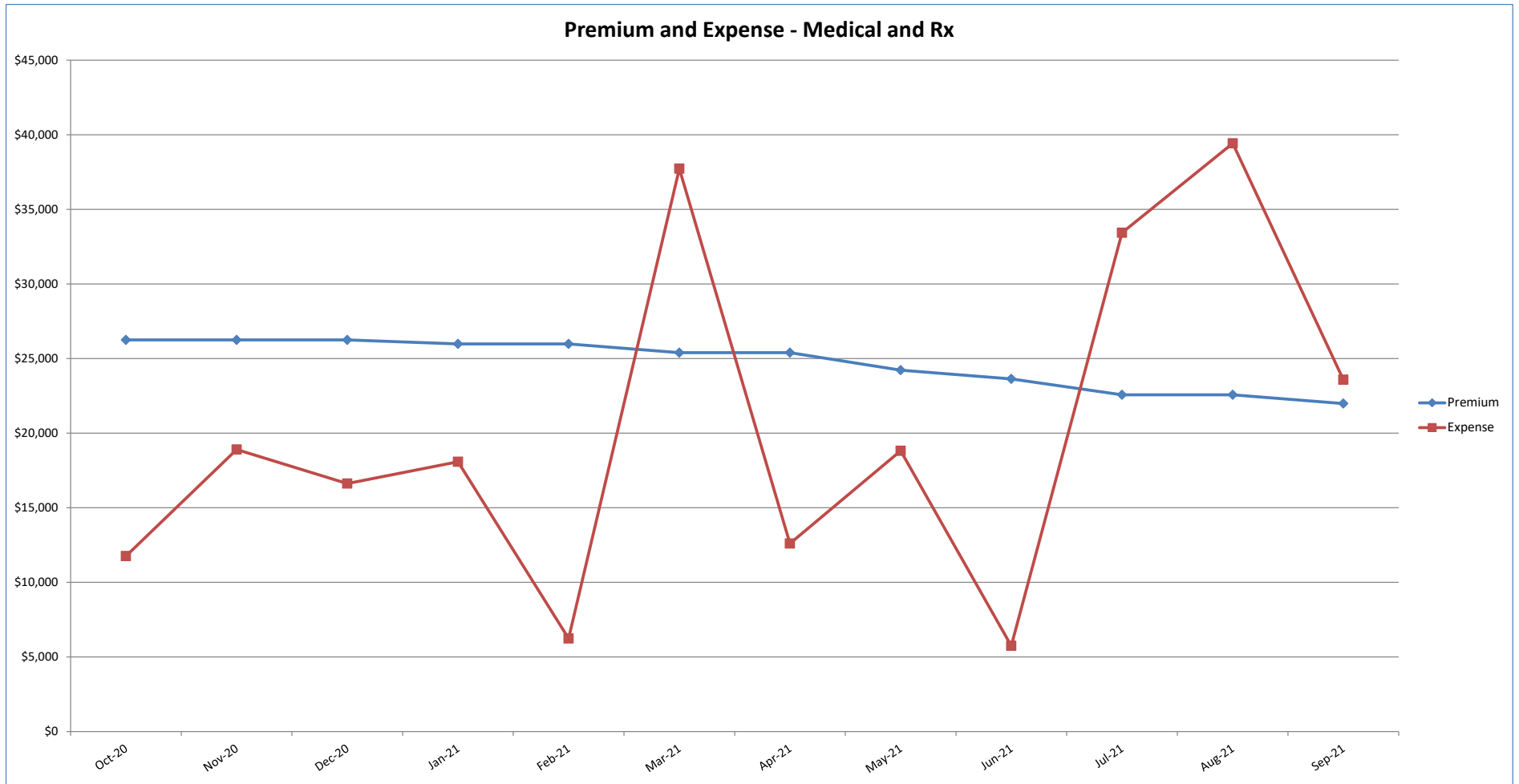
Data Sources:

Enrollment & Premium: Hourglass; Medical Claims & Capitation: Anthem CII, Anthem CLR, Anthem MDP; Rx Claims: Envolve, EmpiRx, Anthem MDP; Fixed Cost Schedule: Appendix

Notes:

1. Fixed Cost Schedule: Appendix
2. Pooling Points: HMO = \$400,000 and EPO/PPO/HDHP = \$450,000.
3. EmpiRx PBM replaced Envolve PBM effective 1/1/2018

**San Joaquin Valley Insurance Authority (SJVIA)
Anthem Blue Cross Premium and Claims Report as of September 2021
County of Tulare - HDHP**



Appendix

Fixed Cost Schedule				
SJVIA	Anthem Blue Cross Premium and Claims Report as of September 2021			
Total Fixed Costs Self-Funded Medical	EPO	PPO/HDHP		
	Fresno	Fresno	Tulare	
Specific Stop-Loss Premium PEPM	\$29.37	\$19.91	\$22.71	
Aggregate Stop-Loss Premium PEPM	\$0.00	\$0.00	\$0.00	
Anthem Network & Admin. Fees	\$50.41	\$36.16	\$36.16	
EmpiRX Admin Fee	\$5.28	\$5.28	\$5.28	
Pooled Risk Charge	\$0.00	\$0.00	\$0.00	
Wellness	\$2.50	\$2.50	\$2.50	
Claims Mgmt/Communication	\$0.50	\$0.50	\$0.50	
Keenan Consulting Fee	\$3.10	\$3.10	\$3.10	
KPS Fee	\$2.16	\$2.16	\$2.16	
SJVIA Fee	\$2.00	\$2.00	\$2.00	
SJVIA Non-Founding Member Fee	\$0.00	\$0.00	\$0.00	
Hourglass - Benefit Administration	\$2.65	\$2.65	\$2.65	
ASI - Benefit Administration	\$2.00	\$2.00	\$0.00	
PCORI Fees	\$0.42	\$0.23	\$0.28	
Total Fixed Cost	\$ 100.39	\$ 76.49	\$ 77.34	



**San Joaquin Valley Insurance Authority (SJVIA)
Delta Dental Premium and Claims Report as of September 2021
County of Fresno and County of Tulare**

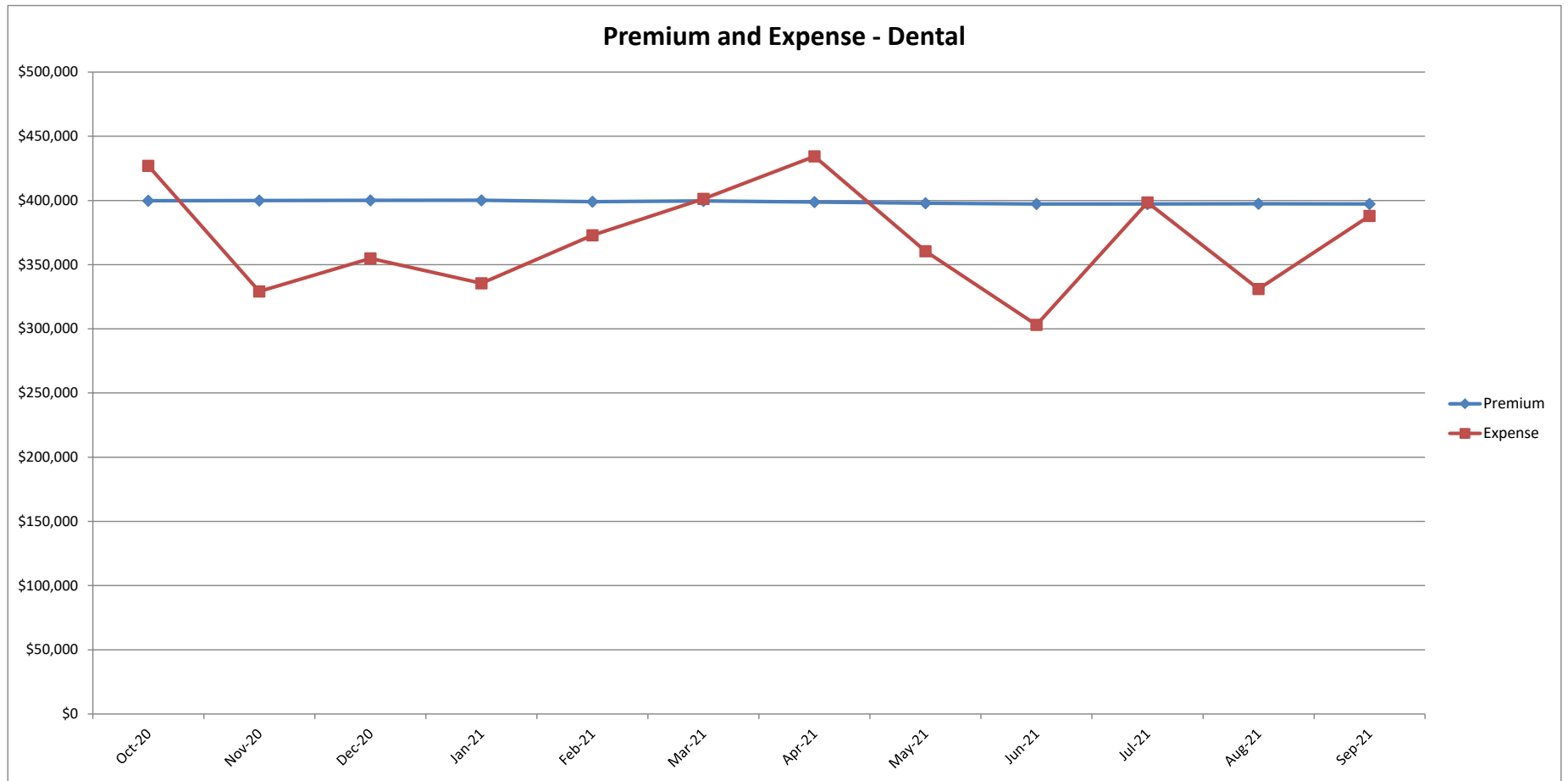
MONTH-YEAR	ENROLLED	FUNDING/ PREMIUM	PAID CLAIMS	DELTA ADMIN	TOTAL EXPENSE	SURPLUS / (DEFICIT)	TOTAL EXPENSE LOSS RATIO
Oct-19	7,069	\$384,317	\$387,679	\$27,357	\$415,036	-\$30,719	107.99%
Nov-19	7,059	\$384,005	\$281,440	\$27,318	\$308,759	\$75,247	80.40%
Dec-19	7,079	\$397,535	\$245,415	\$27,396	\$272,810	\$124,725	68.63%
Jan-20	7,300	\$401,910	\$365,829	\$28,251	\$394,080	\$7,830	98.05%
Feb-20	7,284	\$401,235	\$374,648	\$28,189	\$402,837	-\$1,603	100.40%
Mar-20	7,308	\$402,164	\$301,949	\$28,282	\$330,231	\$71,933	82.11%
Apr-20	7,288	\$400,881	\$127,803	\$28,205	\$156,007	\$244,874	38.92%
May-20	7,310	\$402,682	\$122,396	\$28,290	\$150,686	\$251,996	37.42%
Jun-20	7,354	\$404,481	\$258,916	\$28,460	\$287,376	\$117,105	71.05%
Jul-20	7,328	\$403,096	\$376,903	\$28,359	\$405,262	-\$2,167	100.54%
Aug-20	7,293	\$401,160	\$289,047	\$28,224	\$317,271	\$83,889	79.09%
Sep-20	7,282	\$401,156	\$314,123	\$28,181	\$342,304	\$58,852	85.33%
Oct-20	7,256	\$399,834	\$398,963	\$28,081	\$427,044	-\$27,210	106.81%
Nov-20	7,244	\$399,874	\$301,164	\$28,034	\$329,199	\$70,675	82.33%
Dec-20	7,310	\$400,109	\$326,639	\$28,290	\$354,929	\$45,180	88.71%
Jan-21	7,327	\$400,148	\$307,101	\$28,355	\$335,457	\$64,691	83.83%
Feb-21	7,308	\$399,007	\$344,612	\$28,282	\$372,894	\$26,113	93.46%
Mar-21	7,316	\$399,627	\$372,906	\$28,313	\$401,219	-\$1,592	100.40%
Apr-21	7,308	\$398,731	\$406,024	\$28,282	\$434,306	-\$35,574	108.92%
May-21	7,300	\$397,910	\$332,284	\$28,251	\$360,535	\$37,376	90.61%
Jun-21	7,293	\$397,242	\$274,857	\$28,224	\$303,081	\$94,161	76.30%
Jul-21	7,294	\$397,249	\$370,180	\$28,228	\$398,408	-\$1,159	100.29%
Aug-21	7,297	\$397,422	\$302,814	\$28,239	\$331,053	\$66,369	83.30%
Sep-21	7,293	\$397,263	\$359,705	\$28,224	\$387,929	\$9,335	97.65%
2018	6,765	\$4,317,219	\$3,757,002	\$393,374	\$4,150,375	\$166,843	96.14%
2019	7,069	\$4,609,557	\$3,779,921	\$327,104	\$4,107,025	\$502,533	89.10%
2020	7,296	\$4,818,580	\$3,558,380	\$338,846	\$3,897,225	\$921,355	80.88%
2021 YTD	7,304	\$3,584,600	\$3,070,482	\$254,398	\$3,324,881	\$259,719	92.75%
Current 12 Months	7,296	\$4,784,416	\$4,097,249	\$338,803	\$4,436,052	\$348,364	92.72%

Data Sources: Delta Dental Financial Report Package, Hourglass

Note:

1. The above figures include all the divisions under the County of Fresno and County of Tulare.
2. The number of primary enrollees may change to include retroactive additions and/or deletions in eligibility.
3. Delta Admin Fee: \$3.87 PEPM (2019); in Mar-Dec 2018, it was estimated at 9.11% of the monthly premium due to the change in Delta's reporting.
4. Effective 12/17/18, DPPO contracts changed to self-funded; DHMO remained fully insured (not included in this report).

**San Joaquin Valley Insurance Authority (SJVIA)
Delta Dental Premium and Claims Report as of September 2021
County of Fresno and County of Tulare**





**San Joaquin Valley Insurance Authority (SJVIA)
Delta Dental Premium and Claims Report as of September 2021
County of Fresno**

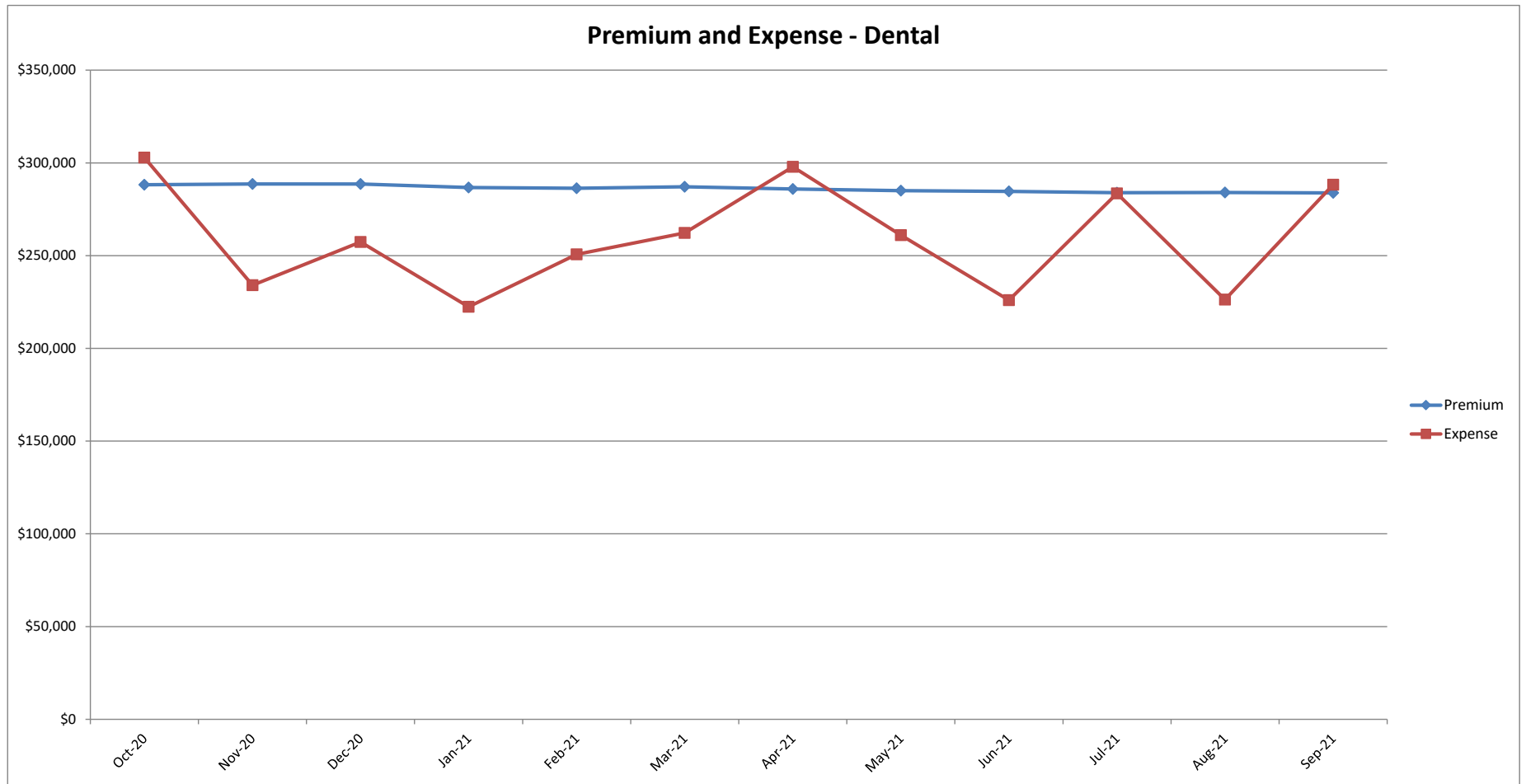
MONTH-YEAR	ENROLLED	FUNDING/ PREMIUM	PAID CLAIMS	DELTA ADMIN	TOTAL EXPENSE	SURPLUS / (DEFICIT)	TOTAL EXPENSE LOSS RATIO
Oct-19	4,503	\$276,332	\$281,950	\$17,427	\$299,377	-\$23,045	108.34%
Nov-19	4,494	\$276,102	\$217,419	\$17,392	\$234,811	\$41,291	85.04%
Dec-19	4,509	\$289,344	\$163,564	\$17,450	\$181,014	\$108,330	62.56%
Jan-20	4,705	\$291,236	\$251,375	\$18,208	\$269,583	\$21,653	92.57%
Feb-20	4,708	\$291,352	\$256,696	\$18,220	\$274,916	\$16,436	94.36%
Mar-20	4,709	\$291,201	\$207,255	\$18,224	\$225,479	\$65,722	77.43%
Apr-20	4,682	\$289,481	\$93,885	\$18,119	\$112,004	\$177,477	38.69%
May-20	4,706	\$291,293	\$92,062	\$18,212	\$110,274	\$181,019	37.86%
Jun-20	4,738	\$292,590	\$181,979	\$18,336	\$200,315	\$92,276	68.46%
Jul-20	4,710	\$290,903	\$274,253	\$18,228	\$292,481	-\$1,578	100.54%
Aug-20	4,682	\$289,183	\$210,375	\$18,119	\$228,494	\$60,689	79.01%
Sep-20	4,679	\$289,285	\$210,179	\$18,108	\$228,286	\$60,999	78.91%
Oct-20	4,660	\$288,246	\$284,800	\$18,034	\$302,834	-\$14,589	105.06%
Nov-20	4,655	\$288,620	\$216,020	\$18,015	\$234,035	\$54,585	81.09%
Dec-20	4,721	\$288,608	\$239,119	\$18,270	\$257,389	\$31,219	89.18%
Jan-21	4,702	\$286,757	\$204,198	\$18,197	\$222,395	\$64,362	77.56%
Feb-21	4,697	\$286,360	\$232,482	\$18,177	\$250,660	\$35,700	87.53%
Mar-21	4,711	\$287,083	\$244,039	\$18,232	\$262,270	\$24,812	91.36%
Apr-21	4,699	\$285,969	\$279,693	\$18,185	\$297,879	-\$11,910	104.16%
May-21	4,686	\$284,989	\$242,930	\$18,135	\$261,065	\$23,924	91.61%
Jun-21	4,681	\$284,648	\$207,906	\$18,115	\$226,022	\$58,626	79.40%
Jul-21	4,672	\$283,978	\$265,448	\$18,081	\$283,529	\$449	99.84%
Aug-21	4,675	\$284,026	\$208,203	\$18,092	\$226,296	\$57,730	79.67%
Sep-21	4,674	\$283,811	\$270,164	\$18,088	\$288,252	-\$4,442	101.56%
2018	4,238	\$3,075,322	\$2,671,656	\$280,234	\$2,951,890	\$123,432	95.99%
2019	4,468	\$3,309,176	\$2,720,697	\$207,490	\$2,928,187	\$380,989	88.49%
2020	4,696	\$3,481,998	\$2,517,998	\$218,094	\$2,736,092	\$745,906	78.58%
2021 YTD	4,689	\$2,567,619	\$2,155,064	\$163,302	\$2,318,367	\$249,252	90.29%
Current 12 Months	4,686	\$3,433,093	\$2,895,003	\$217,622	\$3,112,625	\$320,467	90.67%

Data Sources: Delta Dental Financial Report Package, Hourglass

Note:

1. The number of primary enrollees may change to include retroactive additions and/or deletions in eligibility.
2. Delta Admin Fee: \$3.87 PEPM (2019); in Mar-Dec 2018, it was estimated at 9.11% of the monthly premium due to the change in Delta's reporting.
3. Effective 12/17/18, DPPO contracts changed to self-funded; DHMO remained fully insured (not included in this report).

**San Joaquin Valley Insurance Authority (SJVIA)
Delta Dental Premium and Claims Report as of September 2021
County of Fresno**





San Joaquin Valley Insurance Authority (SJVIA)
Delta Dental Premium and Claims Report as of September 2021
County of Tulare

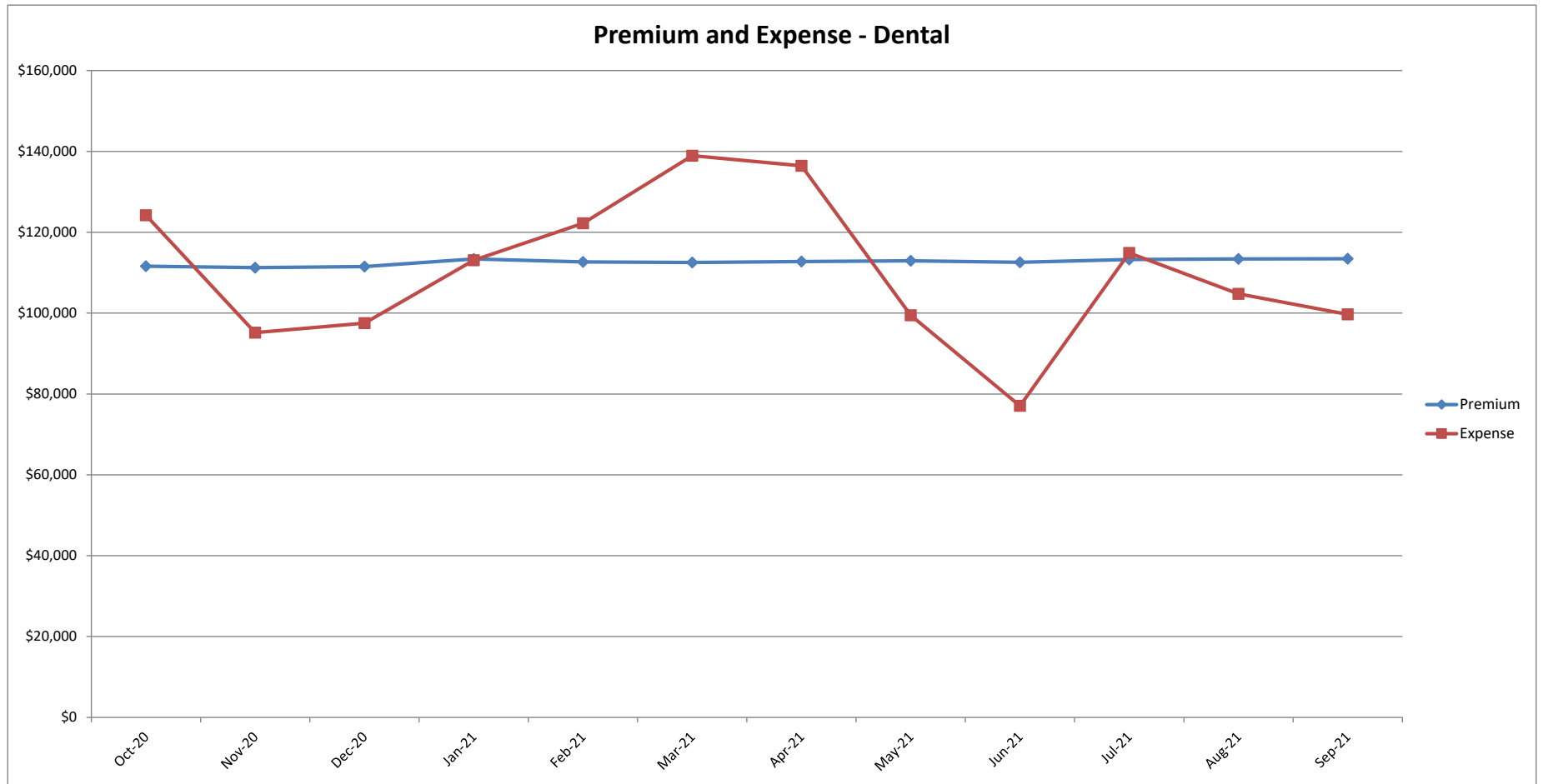
MONTH-YEAR	ENROLLED	FUNDING/ PREMIUM	PAID CLAIMS	DELTA ADMIN	TOTAL EXPENSE	SURPLUS / (DEFICIT)	TOTAL EXPENSE LOSS RATIO
Oct-19	2,566	\$107,986	\$105,729	\$9,930	\$115,659	-\$7,674	107.11%
Nov-19	2,565	\$107,903	\$64,021	\$9,927	\$73,948	\$33,955	68.53%
Dec-19	2,570	\$108,191	\$81,851	\$9,946	\$91,796	\$16,394	84.85%
Jan-20	2,595	\$110,674	\$114,454	\$10,043	\$124,497	-\$13,823	112.49%
Feb-20	2,576	\$109,883	\$117,952	\$9,969	\$127,921	-\$18,038	116.42%
Mar-20	2,599	\$110,963	\$94,694	\$10,058	\$104,752	\$6,211	94.40%
Apr-20	2,606	\$111,400	\$33,918	\$10,085	\$44,003	\$67,397	39.50%
May-20	2,604	\$111,389	\$30,334	\$10,077	\$40,412	\$70,977	36.28%
Jun-20	2,616	\$111,891	\$76,937	\$10,124	\$87,061	\$24,830	77.81%
Jul-20	2,618	\$112,192	\$102,649	\$10,132	\$112,781	-\$589	100.52%
Aug-20	2,611	\$111,977	\$78,672	\$10,105	\$88,776	\$23,200	79.28%
Sep-20	2,603	\$111,871	\$103,944	\$10,074	\$114,018	-\$2,147	101.92%
Oct-20	2,596	\$111,588	\$114,163	\$10,047	\$124,209	-\$12,621	111.31%
Nov-20	2,589	\$111,254	\$85,144	\$10,019	\$95,163	\$16,091	85.54%
Dec-20	2,589	\$111,500	\$87,521	\$10,019	\$97,540	\$13,961	87.48%
Jan-21	2,625	\$113,391	\$102,903	\$10,159	\$113,062	\$329	99.71%
Feb-21	2,611	\$112,647	\$112,130	\$10,105	\$122,234	-\$9,587	108.51%
Mar-21	2,605	\$112,545	\$128,867	\$10,081	\$138,949	-\$26,404	123.46%
Apr-21	2,609	\$112,763	\$126,330	\$10,097	\$136,427	-\$23,664	120.99%
May-21	2,614	\$112,921	\$89,354	\$10,116	\$99,470	\$13,452	88.09%
Jun-21	2,612	\$112,594	\$66,950	\$10,108	\$77,059	\$35,535	68.44%
Jul-21	2,622	\$113,271	\$104,732	\$10,147	\$114,879	-\$1,608	101.42%
Aug-21	2,622	\$113,396	\$94,610	\$10,147	\$104,758	\$8,639	92.38%
Sep-21	2,619	\$113,453	\$89,541	\$10,136	\$99,676	\$13,776	87.86%
2018	2,527	\$1,241,897	\$1,085,346	\$113,140	\$1,198,485	\$43,411	96.50%
2019	2,576	\$1,300,381	\$1,059,223	\$119,614	\$1,178,837	\$121,544	90.65%
2020	2,600	\$1,336,582	\$1,040,382	\$120,752	\$1,161,134	\$175,448	86.87%
2021 YTD	2,615	\$1,016,981	\$915,418	\$91,096	\$1,006,514	\$10,467	98.97%
Current 12 Months	2,609	\$1,351,323	\$1,202,245	\$121,181	\$1,323,427	\$27,897	97.94%

Data Sources: Delta Dental Financial Report Package, Hourglass

Note:

1. The number of primary enrollees may change to include retroactive additions and/or deletions in eligibility.
2. Delta Admin Fee: \$3.87 PEPM (2019); in Mar-Dec 2018, it was estimated at 9.11% of the monthly premium due to the change in Delta's reporting.
3. Effective 12/17/18, DPPO contracts changed to self-funded; DHMO remained fully insured (not included in this report).

**San Joaquin Valley Insurance Authority (SJVIA)
Delta Dental Premium and Claims Report as of September 2021
County of Tulare**





**San Joaquin Valley Insurance Authority (SJVIA)
VSP Premium and Claims Report as of September 2021
County of Fresno and County of Tulare**

MONTH-YEAR	ENROLLED	FUNDING/ PREMIUM	PAID CLAIMS	VSP ADMIN	TOTAL EXPENSE	SURPLUS / (DEFICIT)	TOTAL EXPENSE LOSS RATIO
Oct-19	7,151	\$60,458	\$45,491	\$7,859	\$53,350	\$7,107	88.24%
Nov-19	7,163	\$60,504	\$50,962	\$7,866	\$58,828	\$1,676	97.23%
Dec-19	7,076	\$60,501	\$36,988	\$7,865	\$44,853	\$15,648	74.14%
Jan-20	7,261	\$62,678	\$56,658	\$8,148	\$64,806	-\$2,128	103.40%
Feb-20	7,224	\$62,310	\$58,332	\$8,100	\$66,432	-\$4,122	106.62%
Mar-20	7,230	\$62,282	\$45,938	\$8,097	\$54,035	\$8,247	86.76%
Apr-20	7,229	\$62,247	\$14,392	\$8,092	\$22,484	\$39,763	36.12%
May-20	7,208	\$62,112	\$23,060	\$8,075	\$31,135	\$30,977	50.13%
Jun-20	7,225	\$62,218	\$50,684	\$8,088	\$58,772	\$3,446	94.46%
Jul-20	7,240	\$62,280	\$41,240	\$8,096	\$49,336	\$12,944	79.22%
Aug-20	7,221	\$62,129	\$52,474	\$8,077	\$60,551	\$1,578	97.46%
Sep-20	7,180	\$61,880	\$49,560	\$8,044	\$57,604	\$4,276	93.09%
Oct-20	7,163	\$61,721	\$49,898	\$8,024	\$57,922	\$3,799	93.84%
Nov-20	7,179	\$61,789	\$53,639	\$8,033	\$61,672	\$117	99.81%
Dec-20	7,147	\$61,489	\$48,039	\$7,994	\$56,032	\$5,456	91.13%
Jan-21	7,183	\$61,942	\$49,034	\$8,052	\$57,086	\$4,856	92.16%
Feb-21	7,191	\$61,905	\$49,514	\$8,048	\$57,561	\$4,344	92.98%
Mar-21	7,164	\$61,746	\$53,775	\$8,027	\$61,802	-\$56	100.09%
Apr-21	7,099	\$61,284	\$51,583	\$7,967	\$59,550	\$1,734	97.17%
May-21	7,164	\$61,660	\$49,898	\$8,016	\$57,913	\$3,746	93.92%
Jun-21	7,140	\$61,325	\$47,233	\$7,972	\$55,205	\$6,120	90.02%
Jul-21	7,147	\$61,390	\$39,676	\$7,981	\$47,656	\$13,733	77.63%
Aug-21	7,120	\$61,142	\$54,222	\$7,948	\$62,170	-\$1,028	101.68%
Sep-21	7,102	\$60,932	\$49,572	\$7,921	\$57,493	\$3,439	94.36%
2018	7,208	\$740,679	\$602,303	\$96,288	\$698,591	\$42,088	94.32%
2019	7,130	\$731,459	\$604,721	\$95,090	\$699,810	\$31,648	95.67%
2020	7,209	\$745,135	\$543,914	\$96,868	\$640,781	\$104,354	86.00%
2021 YTD	5,359	\$553,325	\$444,505	\$71,932	\$516,437	\$36,887	93.33%
Current 12 Months	7,150	\$738,324	\$596,081	\$95,982	\$692,063	\$46,261	93.73%

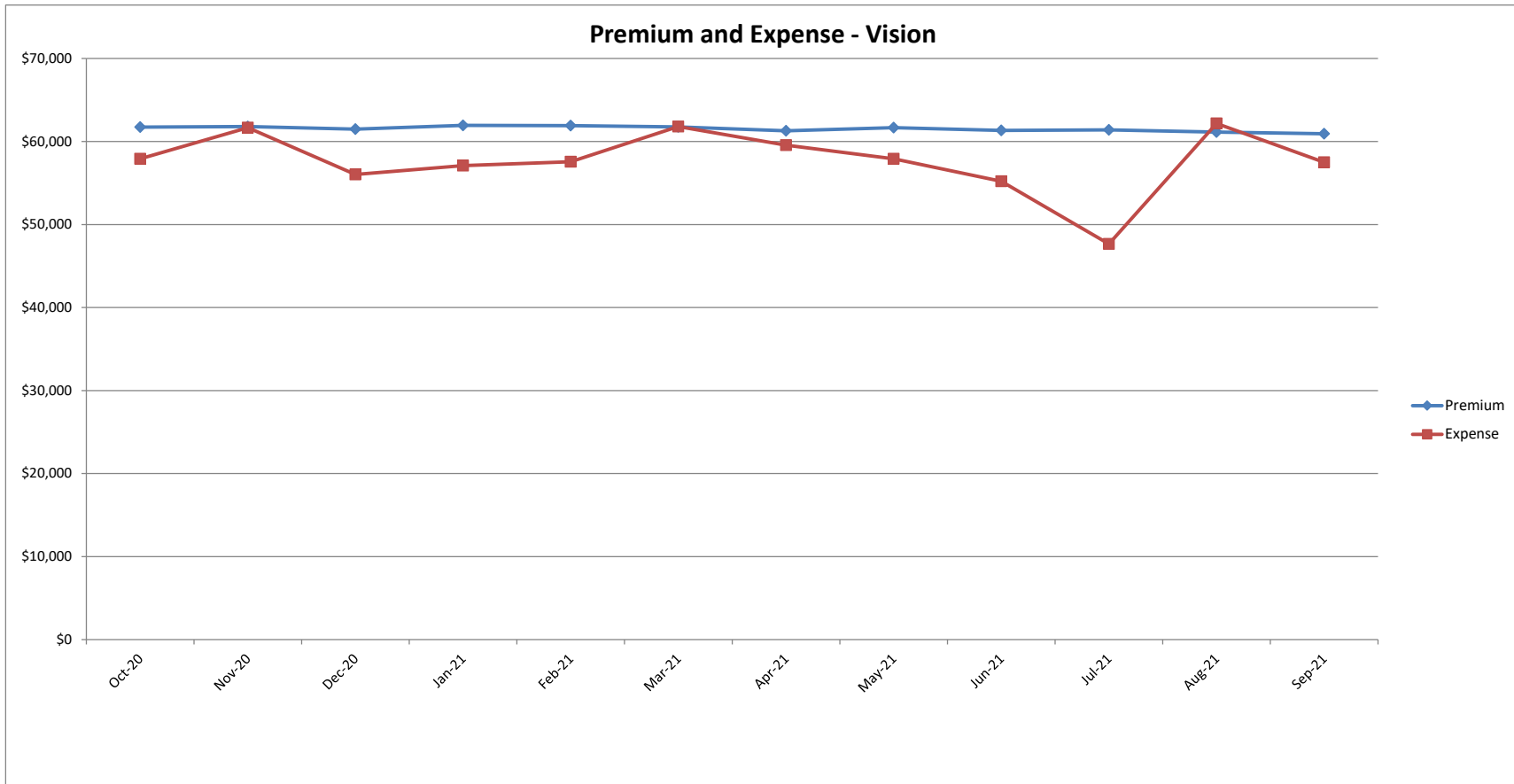
Data Source: VSP SJVIA Utilization Reports

Note:

1. The above figures include all the divisions under the County of Fresno, and County of Tulare.
2. VSP Admin is the retention fee - % of premium (2015: 12%; 2016-2019: 13%).
3. City of Ceres is included in the 2017 figures; however, the City terminated their coverage effective 12/31/17.



San Joaquin Valley Insurance Authority (SJVIA)
VSP Premium and Claims Report as of September 2021
County of Fresno and County of Tulare





San Joaquin Valley Insurance Authority (SJVIA)
VSP Premium and Claims Report as of September 2021
County of Fresno

MONTH-YEAR	ENROLLED	FUNDING/ PREMIUM	PAID CLAIMS	VSP ADMIN	TOTAL EXPENSE	SURPLUS / (DEFICIT)	TOTAL EXPENSE LOSS RATIO
Oct-19	4,291	\$44,448	\$31,073	\$5,778	\$36,852	\$7,596	82.91%
Nov-19	4,297	\$44,422	\$35,409	\$5,775	\$41,184	\$3,238	92.71%
Dec-19	4,199	\$43,481	\$23,285	\$5,653	\$28,938	\$14,543	66.55%
Jan-20	4,356	\$45,849	\$39,187	\$5,960	\$45,147	\$702	98.47%
Feb-20	4,336	\$45,571	\$41,169	\$5,924	\$47,093	-\$1,522	103.34%
Mar-20	4,331	\$45,452	\$30,212	\$5,909	\$36,121	\$9,331	79.47%
Apr-20	4,330	\$45,419	\$9,926	\$5,904	\$15,830	\$29,589	34.85%
May-20	4,322	\$45,332	\$15,713	\$5,893	\$21,606	\$23,726	47.66%
Jun-20	4,330	\$45,376	\$35,635	\$5,899	\$41,534	\$3,842	91.53%
Jul-20	4,339	\$45,410	\$30,161	\$5,903	\$36,064	\$9,346	79.42%
Aug-20	4,326	\$45,272	\$33,357	\$5,885	\$39,242	\$6,030	86.68%
Sep-20	4,292	\$45,045	\$32,197	\$5,856	\$38,053	\$6,992	84.48%
Oct-20	4,276	\$44,867	\$31,460	\$5,833	\$37,293	\$7,574	83.12%
Nov-20	4,294	\$44,970	\$36,305	\$5,846	\$42,151	\$2,819	93.73%
Dec-20	4,277	\$44,739	\$31,055	\$5,816	\$36,871	\$7,868	82.41%
Jan-21	4,304	\$45,030	\$32,791	\$5,854	\$38,645	\$6,385	85.82%
Feb-21	4,314	\$45,023	\$35,868	\$5,853	\$41,721	\$3,303	92.66%
Mar-21	4,303	\$44,943	\$37,128	\$5,843	\$42,971	\$1,972	95.61%
Apr-21	4,305	\$44,862	\$36,858	\$5,832	\$42,690	\$2,171	95.16%
May-21	4,296	\$44,804	\$32,369	\$5,825	\$38,193	\$6,611	85.24%
Jun-21	4,266	\$44,462	\$30,797	\$5,780	\$36,577	\$7,885	82.27%
Jul-21	4,268	\$44,465	\$27,885	\$5,780	\$33,665	\$10,800	75.71%
Aug-21	4,249	\$44,252	\$38,733	\$5,753	\$44,486	-\$234	100.53%
Sep-21	4,241	\$44,091	\$30,979	\$5,732	\$36,711	\$7,380	83.26%
2018	4,414	\$552,709	\$419,046	\$71,852	\$490,898	\$61,811	88.82%
2019	4,262	\$537,705	\$400,263	\$69,902	\$470,165	\$67,540	87.44%
2020	4,317	\$543,302	\$366,377	\$70,629	\$437,006	\$106,296	80.44%
2021 YTD	3,212	\$401,931	\$303,409	\$52,251	\$355,660	\$46,271	88.49%
Current 12 Months	4,283	\$536,508	\$402,229	\$69,746	\$471,975	\$64,533	87.97%

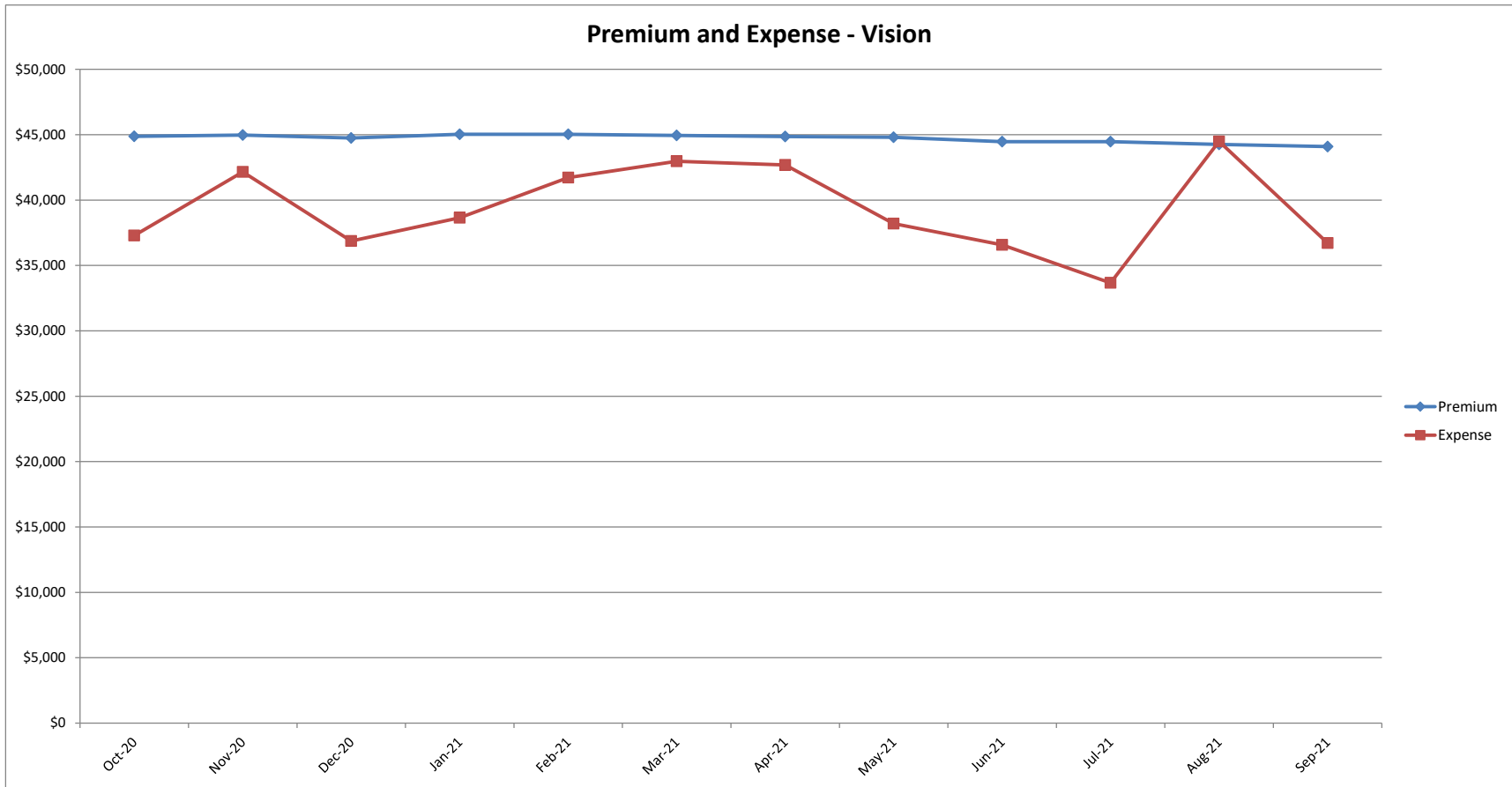
Data Source: VSP SJVIA Utilization Reports

Note:

1. The above figures include the following divisions: 0015, 0016, 0017, 0018, 0019, 0020, and 0021.



San Joaquin Valley Insurance Authority (SJVIA)
VSP Premium and Claims Report as of September 2021
County of Fresno





**San Joaquin Valley Insurance Authority (SJVIA)
VSP Premium and Claims Report as of September 2021
County of Tulare**

MONTH-YEAR	ENROLLED	FUNDING/ PREMIUM	PAID CLAIMS	VSP ADMIN	TOTAL EXPENSE	SURPLUS / (DEFICIT)	TOTAL EXPENSE LOSS RATIO
Oct-19	2,860	\$16,010	\$14,417	\$2,081	\$16,499	-\$489	103.05%
Nov-19	2,866	\$16,082	\$15,553	\$2,091	\$17,644	-\$1,562	109.71%
Dec-19	2,877	\$17,020	\$13,703	\$2,213	\$15,916	\$1,104	93.51%
Jan-20	2,905	\$16,829	\$17,471	\$2,188	\$19,659	-\$2,830	116.81%
Feb-20	2,888	\$16,739	\$17,163	\$2,176	\$19,339	-\$2,600	115.53%
Mar-20	2,899	\$16,830	\$15,726	\$2,188	\$17,914	-\$1,084	106.44%
Apr-20	2,899	\$16,828	\$4,466	\$2,188	\$6,654	\$10,174	39.54%
May-20	2,886	\$16,780	\$7,347	\$2,181	\$9,528	\$7,252	56.78%
Jun-20	2,895	\$16,842	\$15,049	\$2,189	\$17,238	-\$396	102.35%
Jul-20	2,901	\$16,870	\$11,079	\$2,193	\$13,272	\$3,598	78.67%
Aug-20	2,895	\$16,857	\$19,117	\$2,191	\$21,308	-\$4,451	126.41%
Sep-20	2,888	\$16,835	\$17,363	\$2,189	\$19,552	-\$2,717	116.14%
Oct-20	2,887	\$16,854	\$18,438	\$2,191	\$20,629	-\$3,775	122.40%
Nov-20	2,885	\$16,819	\$17,334	\$2,186	\$19,520	-\$2,701	116.06%
Dec-20	2,870	\$16,749	\$16,984	\$2,177	\$19,161	-\$2,412	114.40%
Jan-21	2,879	\$16,912	\$16,243	\$2,199	\$18,441	-\$1,529	109.04%
Feb-21	2,877	\$16,882	\$13,646	\$2,195	\$15,840	\$1,041	93.83%
Mar-21	2,861	\$16,803	\$16,647	\$2,184	\$18,831	-\$2,028	112.07%
Apr-21	2,794	\$16,423	\$14,725	\$2,135	\$16,860	-\$437	102.66%
May-21	2,868	\$16,855	\$17,529	\$2,191	\$19,720	-\$2,865	116.99%
Jun-21	2,874	\$16,863	\$16,436	\$2,192	\$18,628	-\$1,765	110.47%
Jul-21	2,879	\$16,925	\$11,791	\$2,200	\$13,991	\$2,934	82.67%
Aug-21	2,871	\$16,890	\$15,489	\$2,196	\$17,684	-\$794	104.70%
Sep-21	2,861	\$16,841	\$18,592	\$2,189	\$20,782	-\$3,941	123.40%
2018	2,795	\$187,970	\$181,771	\$24,436	\$206,207	-\$18,237	109.70%
2019	2,868	\$193,754	\$204,457	\$25,188	\$229,645	-\$35,892	118.52%
2020	2,892	\$201,832	\$177,537	\$26,238	\$203,775	-\$1,943	100.96%
2021 YTD	2,147	\$151,393	\$141,096	\$19,681	\$160,777	-\$9,384	106.20%
Current 12 Months	2,867	\$201,816	\$193,852	\$26,236	\$220,088	-\$18,273	109.05%

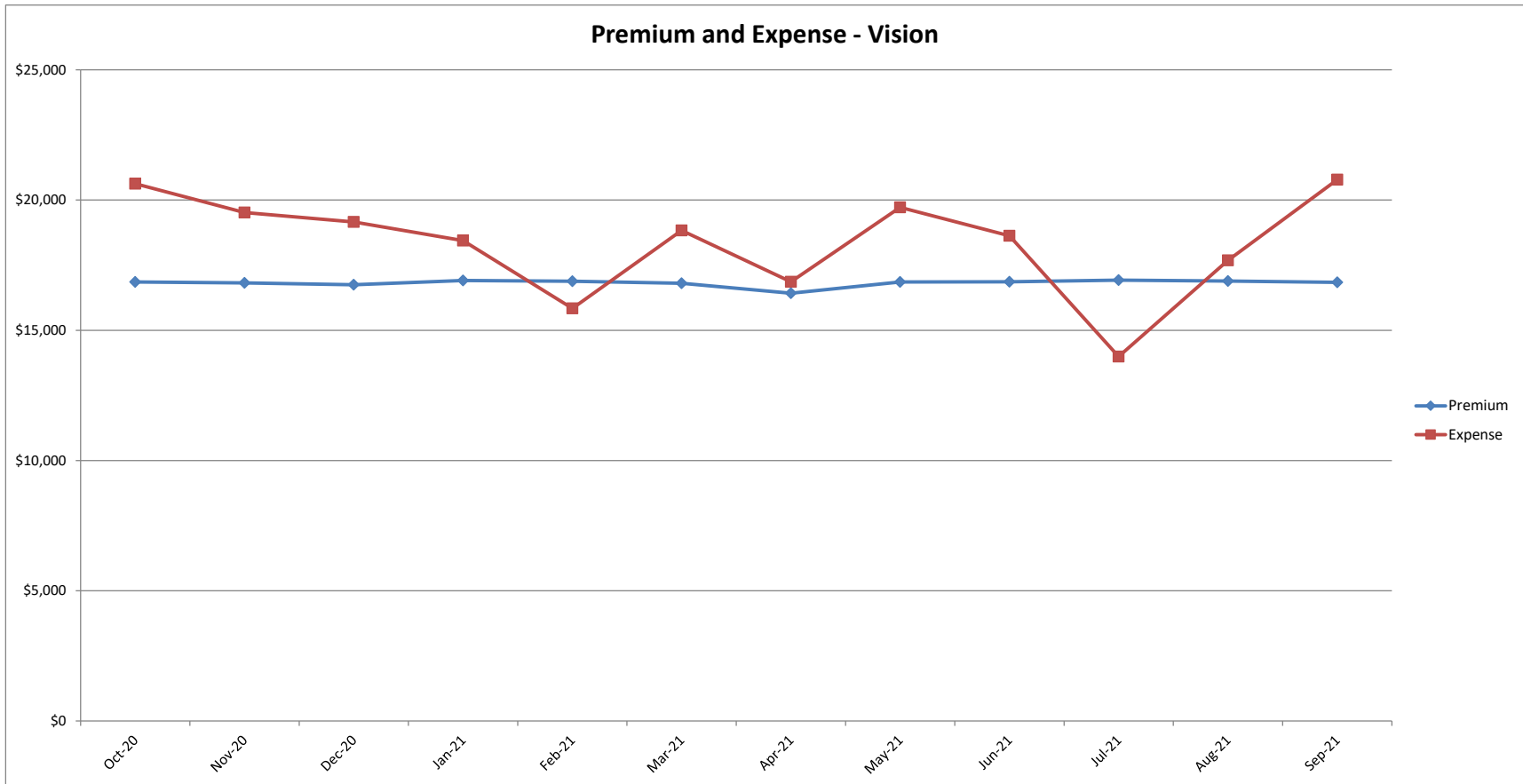
Data Source: VSP SJVIA Utilization Reports

Note:

1. The above figures include the following divisions: 0001, 0002, 0003, and 0004.



San Joaquin Valley Insurance Authority (SJVIA)
VSP Premium and Claims Report as of September 2021
County of Tulare





BOARD OF DIRECTORS

STEVE BRANDAU

NATHAN MAGSIG

BUDDY MENDES

LARRY MICARI

BRIAN PACHECO

AMY SHUKLIAN

PETE VANDER POEL

Meeting Location:
County of Tulare
Board of Supervisors Chambers
2800 W. Burrel Avenue
Visalia, CA 93291

AGENDA DATE: December 10, 2021

ITEM NUMBER: Item 10

SUBJECT: Receive Keenan Pharmacy Services' Consultant's Report on EmpiRx Q3 2021 Utilization (I)

REQUEST(S): That the Board receive Keenan Pharmacy Services' Consultant's Report on EmpiRx Q3 2021 utilization.

DESCRIPTION:

Keenan Pharmacy Services has completed their review of Q3 2021 utilization for EmpiRx. Please see attached reports for further details.

FISCAL IMPACT/FINANCING:

None

ADMINISTRATIVE SIGN-OFF:

Hollis Magill
SJVIA Manager

Lupe Garza
SJVIA Assistant Manager

SJVIA Board Meeting: Consultant's Report - EmpiRx Q3 Utilization

SJVIA- EmpiRx Health- Q3 2021 Highlights:

- SJVIA's total plan cost increased in Q3 2021 by 4.18% from Q2 to **\$5,284,412**
 - Tulare: \$2,160,996 in Plan Cost
 - Fresno: \$3,123,415 in Plan Cost
 - The increase in plan spend can be attributed to utilization increasing, as well as inflation.
 - There was an increase of 11% in plan cost when comparing Q3 2020 (\$4,761,678) to Q3 2021 (\$5,284,412).
 - Majority of the SJVIA members continue to fill scripts at retail.
 - Retail scripts account for 98.68% of plan spend.
 - Overall, the claims volume in Q3 2021 increased in all channels apart from mail brand and generic.
 - Majority of scripts are being filled in the retail generic or retail90 generic channel.
 - The Generic Dispensing Rate Continues to trend well for SJVIA in all channels.
 - Although the GDR trends well, it did decrease slightly for Retail GDR, Retail90 GDR and Mail GDR in Q3 2021.
 - Q3 2021 Retail GDR: 82%
 - Q2 2021: 82.76%
 - Q3 2021 Retail90 GDR: 88.62%
 - Q2 2021: 89.09%
 - Q3 2021 Mail GDR: 86.39%
 - Q2 2021: 87.83%
 - Q3 2021 specialty plan spend increased compared to previous quarters.
 - The spend shift can be mostly attributed to the specialty channel seeing a significant increase in utilization for Q3.
 - Specialty Plan Costs in Q3 2021: \$2,113,192 (39.99% of plan spend)
 - Specialty Plan cost in Q2 2021: \$2,003,006
- * There was an increase in specialty plan cost when comparing Q3 2021 (\$2,113,192) to Q3 2020 (\$1,471,204).
- Specialty claims volume increased with new utilization in Q3 2021.
 - 578 Scripts filed in Q3 2021.
 - 39 additional scripts compared to Q2 2021
 - 539 Scripts filled in Q2 2021
 - 77 additional scripts compared to Q3 2020
 - 491 Scripts filled in Q3 2020
 - SJVIA specialty plan costs trends above the EmpiRx BOB national average range (30%-35%).
 - Top clinical cost drivers by Therapeutic Class
 - ANALGESICS - ANTI-INFLAMMATORY
 - ANTIDIABETICS
 - DERMATOLOGICALS

- ANTINEOPLASTICS AND ADJUNCTIVE THERAPIES
- RESPIRATORY AGENTS- MISC.
- ANTICOAGULANTS
- ANTIPSYCHOTICS/ANTIMANIC AGENTS

- Top Clinical Cost Drivers by Drug (Q3 2021):
 - HUMIRA PEN (ANALGESICS - ANTI-INFLAMMATORY)
 - 2021 (Q3) ingredient costs: \$697,541.19
 - 17 Utilizers (1 additional utilizers than Q2)
 - TRULICITY (ANTIDIABETICS)
 - 2021 (Q3) ingredient costs: \$665,896.45
 - 113 Utilizers (12 additional utilizers than Q2)
 - OZEMPIC (ANTIDIABETICS)
 - 2021 (Q3) ingredient costs: \$379,513.94
 - 91 Utilizers (19 additional utilizers than Q2)
 - TREMFYA (DERMATOLOGICALS)
 - 2021 (Q3) ingredient costs: \$354,282.85
 - 9 Utilizers (1 additional utilizers than Q2)
 - JARDIANCE (ANTIDIABETICS)
 - 2021 (Q3) ingredient costs: \$320,923.85
 - 96 Utilizers (12 additional utilizers than Q2)
 - DUPIXENT (DERMATOLOGICALS)
 - 2021 (Q3) ingredient costs: \$314,157.96
 - 15 Utilizers (2 additional utilizers than Q2)
 - JANUVIA (ANTIDIABETICS)
 - 2021 (Q3) ingredient costs: \$309,929.04
 - 107 Utilizers (10 additional utilizers than Q2)
 - SPRYCEL (ANALGESICS - ANTI-INFLAMMATORY)
 - 2021 (Q3) ingredient costs: \$262,889.36
 - 2 Utilizers (no change in utilization from Q2)
 - * Specialty medications require a prior authorization before they can be filled.

- Rebates:
 - Q1 2021 net rebate amount that was paid out to SJVIA was \$663,828.00
 - Q2 2021 estimated net rebate amount is \$694,892.00
 - *Beginning with the fourth quarter of 2020, Rebates will be paid within 120 days at the end of the applicable quarter.

- Clinical savings guarantee for 18 Months: \$1,500,000
 - Prorated Clinical Guarantee (Q3 2020-Q2 2021): \$1,000,000.00
 - Q3 2020- Q2 2021 Estimated Clinical Savings Performance: \$3,029,408.00

KPS Audit

KPS conducts a yearly financial audit of EmpiRx Clinical savings, Average Wholesale Price (AWP) discounts and Rebate performance against the client's aggregate contractual guarantees.

2021 EmpiRx Renewal

KPS 2021 renewal negotiations with EmpiRx Health (EH) will potentially provide \$4.2 million in saving for SJVIA over the next 2.5 years. KPS negotiated additional rebate payout improvement and deeper discounts guarantees.



Keenan Pharmacy Services
San Joaquin Valley Insurance Authority
Quarterly Key Pharmacy Benefit Metrics
Data Reviewed Through: 2021 3rd Quarter

Presented by Alexandria Van Brunt
Sr. Account Manager, KPS

Quarterly Key Pharmacy Benefit Metrics

Executive Summary

Q3 2021 Highlights:

Q3 2021 Overall Plan Spend

- SJVIA's total plan cost increased in Q3 2021 by 4.18% from Q2 2021 to **\$5,284,412**
 - Tulare: \$2,160,996 in Plan Cost
 - Fresno: \$3,123,415 in Plan Cost
- The increase in plan spend can be attributed to utilization increasing, as well as inflation.
- There was an increase of 11% in plan cost when comparing Q3 2020 (\$4,761,678) to Q3 2021 (\$5,284,412).

Q3 Channel Summary

- Majority of the SJVIA members continue to fill scripts at retail.
 - Retail scripts account for 98.68% of plan spend.
- Overall, the claims volume in Q3 2021 increased in all channels apart from mail brand and generic.
 - Majority of scripts are being filled in the retail generic or retail90 generic channel.

Q3 Generic Dispensing

- The Generic Dispensing Rate Continues to trend well for SJVIA in all channels.
 - Although the GDR trends well, it did decrease slightly for Retail GDR, Retail90 GDR and Mail GDR in Q3 2021.
 - Q3 2021 Retail GDR: 82%
 - Q2 2021: 82.76%
 - Q3 2021 Retail90 GDR: 88.62%
 - Q2 2021: 89.09%
 - Q3 2021 Mail GDR: 86.39%
 - Q2 2021: 87.83%

Quarterly Key Pharmacy Benefit Metrics

Executive Summary Continued

Q3 2021 Specialty Plan Spend

- Q3 2021 specialty plan spend increased compared to previous quarters.
 - The spend shift can be mostly attributed to the specialty channel seeing a significant increase in utilization for Q3.
 - Specialty Plan Costs in Q3: \$2,113,192 (39.99% of plan spend)
 - Specialty Plan cost in Q2 2021: \$2,003,006
 - * There was an increase in specialty plan cost when comparing Q3 2021 (\$2,113,192) to Q3 2020 (\$1,471,204).
- Specialty claims volume increased with new utilization in Q3 2021.
 - 578 Scripts filed in Q3 2021.
 - 39 additional scripts compared to Q2 2021
 - 539 Scripts filed in Q2 2021
 - 77 additional scripts compared to Q3 2020
 - 491 Scripts filed in Q3 2020
 - SJVIA specialty plan costs trends above the EmpiRx BOB national average range (30%-35%).

Top clinical cost drivers by Therapeutic Class

- ANALGESICS - ANTI-INFLAMMATORY
- ANTIDIABETICS
- DERMATOLOGICALS
- ANTINEOPLASTICS AND ADJUNCTIVE THERAPIES
- RESPIRATORY AGENTS- MISC.
- ANTICOAGULANTS
- ANTIPSYCHOTICS/ANTIMANIC AGENTS

Quarterly Key Pharmacy Benefit Metrics

Executive Summary Continued

Top Clinical Cost Drivers by Drug (Q3 2021):

- HUMIRA PEN (ANALGESICS - ANTI-INFLAMMATORY)
 - 2021 (Q3) ingredient costs: \$697,541.19
 - 17 Utilizers (1 additional utilizers than Q2)
- TRULICITY (ANTIDIABETICS)
 - 2021 (Q3) ingredient costs: \$665,896.45
 - 113 Utilizers (12 additional utilizers than Q2)
- OZEMPIC (ANTIDIABETICS)
 - 2021 (Q3) ingredient costs: \$379,513.94
 - 91 Utilizers (19 additional utilizers than Q2)
- TREMFYA (DERMATOLOGICALS)
 - 2021 (Q3) ingredient costs: \$354,282.85
 - 9 Utilizers (1 additional utilizers than Q2)
- JARDIANCE (ANTIDIABETICS)
 - 2021 (Q3) ingredient costs: \$320,923.85
 - 96 Utilizers (12 additional utilizers than Q2)
- DUPIXENT (DERMATOLOGICALS)
 - 2021 (Q3) ingredient costs: \$314,157.96
 - 15 Utilizers (2 additional utilizers than Q2)
- JANUVIA (ANTIDIABETICS)
 - 2021 (Q3) ingredient costs: \$309,929.04
 - 107 Utilizers (10 additional utilizers than Q2)
- SPRYCEL (ANALGESICS - ANTI-INFLAMMATORY)
 - 2021 (Q3) ingredient costs: \$262,889.36
 - 2 Utilizers (no change in utilization from Q2)

***Specialty medications require a prior authorization before they can be filled.**

Quarterly Key Pharmacy Benefit Metrics

Cost Trend by Quarter

Category	Q4 2019	Q1 2020	Q2 2020	Q3 2020	Q4 2020	Q1 2021	Q2 2021	Q3 2021
Gross Cost	\$4,844,157	\$5,320,273	\$5,153,562	\$5,145,875	\$5,150,035	\$4,829,456	\$5,463,764	\$5,683,985
Plan Cost	\$4,472,131	\$4,893,192	\$4,763,678	\$4,761,468	\$4,769,527	\$4,443,378	\$5,072,541	\$5,284,412
Member Cost	\$372,026	\$427,081	\$389,883	\$384,407	\$380,507	\$386,078	\$391,223	\$399,573

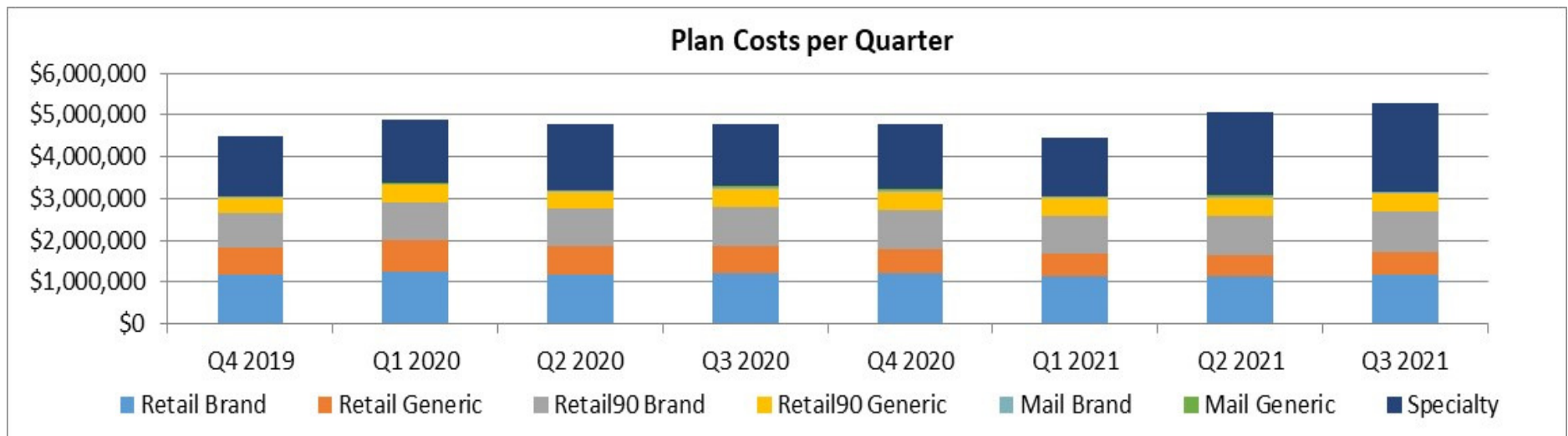


- This report details the total member and plan costs, by quarter, for the most recent 8 quarter period
- Gross cost = plan cost + member cost

Quarterly Key Pharmacy Benefit Metrics

Plan Cost by Channel

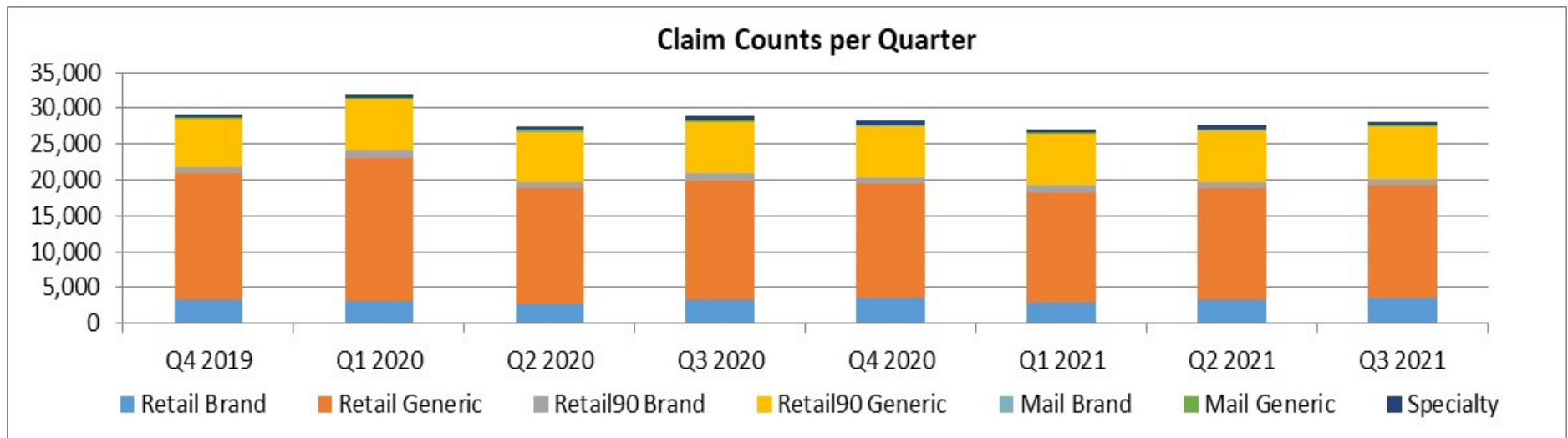
Category	Q4 2019	Q1 2020	Q2 2020	Q3 2020	Q4 2020	Q1 2021	Q2 2021	Q3 2021
Retail Brand	\$1,162,594	\$1,252,574	\$1,186,673	\$1,204,674	\$1,213,904	\$1,148,357	\$1,130,608	\$1,193,251
Retail Generic	\$671,424	\$767,794	\$675,196	\$661,165	\$568,630	\$535,374	\$516,396	\$532,016
Retail90 Brand	\$819,714	\$901,044	\$886,199	\$915,081	\$928,860	\$885,454	\$938,130	\$978,312
Retail90 Generic	\$356,074	\$397,208	\$405,162	\$458,566	\$455,767	\$442,117	\$441,518	\$425,807
Mail Brand	\$35,685	\$35,378	\$22,627	\$32,105	\$22,821	\$22,095	\$21,536	\$24,463
Mail Generic	\$15,576	\$14,795	\$15,814	\$18,672	\$20,104	\$17,860	\$21,347	\$17,370
Specialty	\$1,411,065	\$1,524,399	\$1,572,007	\$1,471,204	\$1,559,440	\$1,392,121	\$2,003,006	\$2,113,192



Quarterly Key Pharmacy Benefit Metrics

Total Claims Volume by Channel

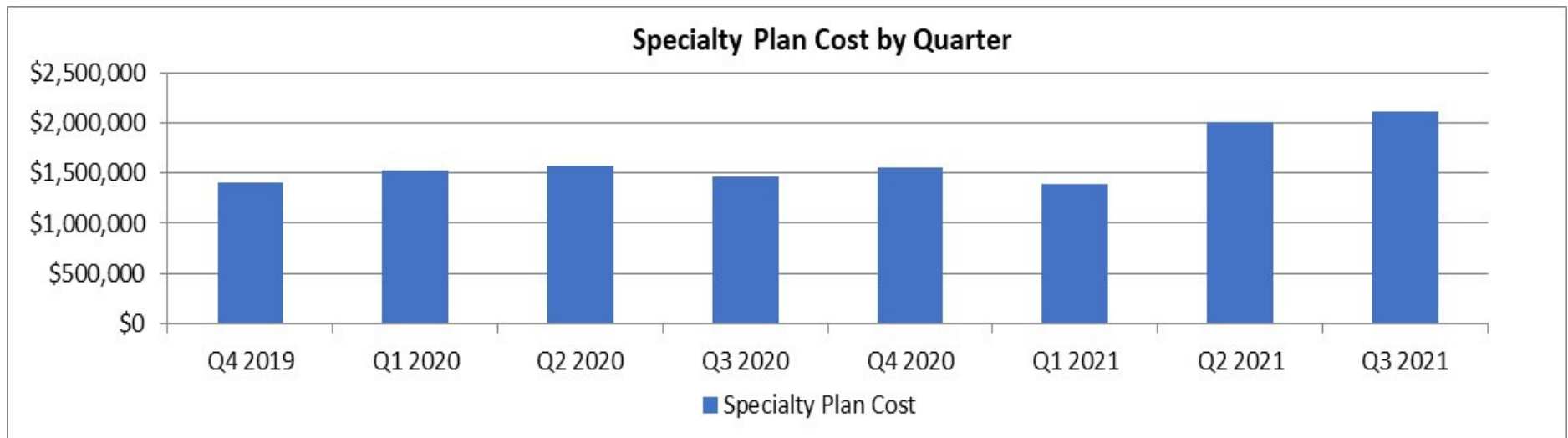
Category	Q4 2019	Q1 2020	Q2 2020	Q3 2020	Q4 2020	Q1 2021	Q2 2021	Q3 2021
Retail Brand	3,287	3,088	2,719	3,241	3,534	2,919	3,229	3,453
Retail Generic	17,630	19,950	16,006	16,724	15,856	15,364	15,496	15,730
Retail90 Brand	917	951	948	967	942	906	891	935
Retail90 Generic	6,565	7,190	7,025	7,196	7,191	7,123	7,275	7,279
Mail Brand	38	42	30	38	35	23	28	26
Mail Generic	184	175	204	184	178	185	202	165
Specialty	485	495	520	491	507	477	539	578



Quarterly Key Pharmacy Benefit Metrics

Specialty Plan Cost

Category	Q4 2019	Q1 2020	Q2 2020	Q3 2020	Q4 2020	Q1 2021	Q2 2021	Q3 2021
Specialty Plan Cost	\$1,411,065	\$1,524,399	\$1,572,007	\$1,471,204	\$1,559,440	\$1,392,121	\$2,003,006	\$2,113,192
Total Plan Cost	\$4,472,131	\$4,893,192	\$4,763,678	\$4,761,468	\$4,769,527	\$4,443,378	\$5,072,541	\$5,284,412
Specialty Plan Cost %	31.55%	31.15%	33.00%	30.90%	32.70%	31.33%	39.49%	39.99%

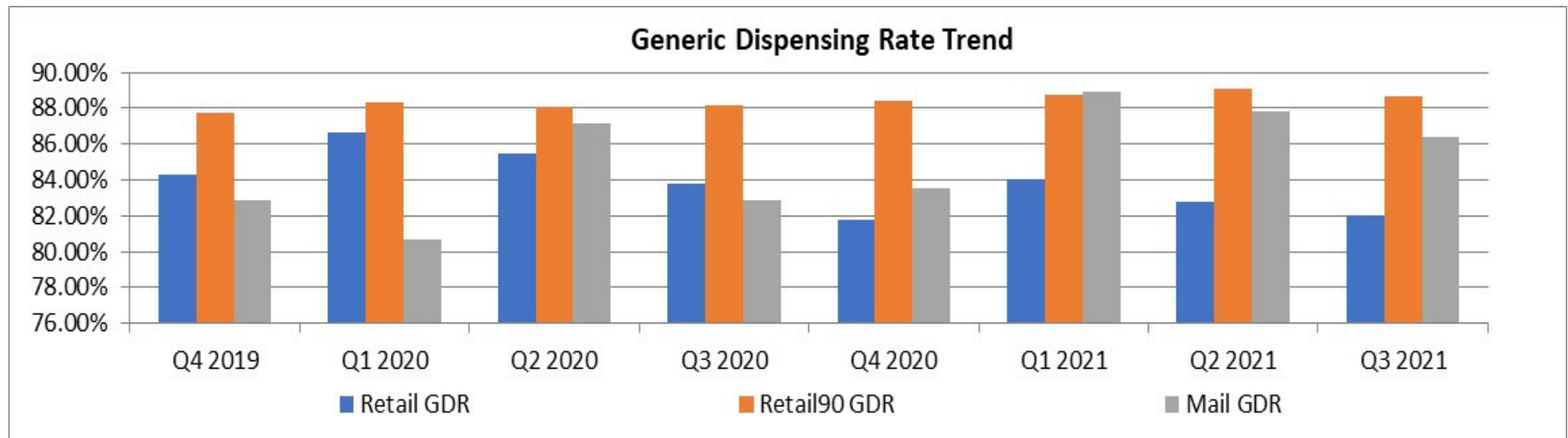


- Specialty plan cost represents 39.99% of the SJVIA plan cost in Q3 2021
- Specialty claims volume increased in Q3 2021 vs previous Quarters
- SJVIA's specialty plan cost is roughly 4-9% higher than the EmpiRx BOB national average range (30% - 35%)

Quarterly Key Pharmacy Benefit Metrics

Generic Dispensing Rate

Category	Q4 2019	Q1 2020	Q2 2020	Q3 2020	Q4 2020	Q1 2021	Q2 2021	Q3 2021
Retail GDR	84.29%	86.60%	85.48%	83.77%	81.77%	84.03%	82.76%	82.00%
Retail90 GDR	87.74%	88.32%	88.11%	88.15%	88.42%	88.72%	89.09%	88.62%
Mail GDR	82.88%	80.65%	87.18%	82.88%	83.57%	88.94%	87.83%	86.39%



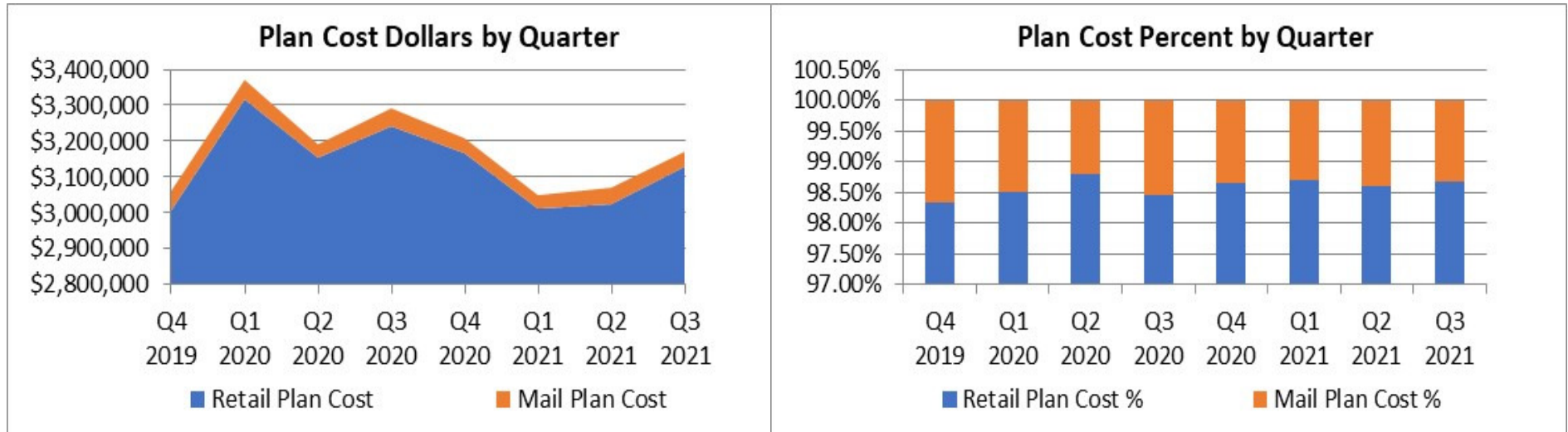
- Overall, the generic dispensing rate is trending well for SJVIA

*Excludes specialty

Quarterly Key Pharmacy Benefit Metrics

Retail vs Mail Service Cost Trend

Category	Q4 2019	Q1 2020	Q2 2020	Q3 2020	Q4 2020	Q1 2021	Q2 2021	Q3 2021
Retail Plan Cost	\$3,009,806	\$3,318,620	\$3,153,231	\$3,239,486	\$3,167,162	\$3,011,302	\$3,026,653	\$3,129,386
Mail Plan Cost	\$51,260	\$50,172	\$38,441	\$50,778	\$42,925	\$39,955	\$42,883	\$41,833
Retail Plan Cost %	98.33%	98.51%	98.80%	98.46%	98.66%	98.69%	98.60%	98.68%
Mail Plan Cost %	1.67%	1.49%	1.20%	1.54%	1.34%	1.31%	1.40%	1.32%



- Mail plan cost has continued to stay below the 2% range in 2021, while retail plan cost has consistently stayed above 98% of plan costs.
- The mail channel accounts for just 1.32% of the plan spend in Q3 of 2021.

*Excludes specialty

Quarterly Key Pharmacy Benefit Metrics

Top Drugs By Cost: SJVIA

Top Drugs By Ingredient Cost
Based on Paid Date: 01/01/2021-09/30/2021

Drug Label Name	Drug Group	Brand Generic Indicator	Formulary Tier	Specialty Indicator	Claim Count	Utilizers	Ingredient Cost	Days Supply	ICST per Rx	ICST per Day
HUMIRA PEN	ANALGESICS - ANTI-INFLAMMATORY	B	2	Y	94	17	\$697,541.19	2,632	\$7,420.65	\$265.02
TRULICITY	ANTIDIABETICS	B	2	N	553	113	\$665,896.45	22,416	\$1,204.15	\$29.71
OZEMPIC	ANTIDIABETICS	B	2	N	312	91	\$379,513.94	13,572	\$1,216.39	\$27.96
TREMFYA	DERMATOLOGICALS	B	2	Y	29	9	\$354,282.85	1,512	\$12,216.65	\$234.31
JARDIANCE	ANTIDIABETICS	B	2	N	298	96	\$320,923.08	18,000	\$1,076.92	\$17.83
DUPIXENT	DERMATOLOGICALS	B	2	Y	96	15	\$314,157.96	2,632	\$3,272.48	\$119.36
JANUVIA	ANTIDIABETICS	B	2	N	329	107	\$309,929.04	19,188	\$942.03	\$16.15
SPRYCEL	ANTINEOPLASTICS AND ADJUNCTIVE THERAPIES	B	2	Y	17	2	\$262,889.36	510	\$15,464.08	\$515.47
FARXIGA	ANTIDIABETICS	B	2	N	258	78	\$262,818.44	15,148	\$1,018.68	\$17.35
ENBREL SURECLICK	ANALGESICS - ANTI-INFLAMMATORY	B	2	Y	40	7	\$256,832.04	1,120	\$6,420.80	\$229.31
TRIKAFTA	RESPIRATORY AGENTS - MISC.	B	2	Y	10	1	\$249,475.60	280	\$24,947.56	\$890.98
COSENTYX SENSOREADY PEN	DERMATOLOGICALS	B	3	Y	35	5	\$216,657.70	980	\$6,190.22	\$221.08
ELIQUIS	ANTICOAGULANTS	B	2	N	266	73	\$210,911.27	13,052	\$792.90	\$16.16
LATUDA	ANTIPSYCHOTICS/ANTIMANIC AGENTS	B	2	N	115	26	\$198,357.25	3,990	\$1,724.85	\$49.71
STELARA	DERMATOLOGICALS	B	2	Y	8	3	\$172,722.42	588	\$21,590.30	\$293.75
LANTUS SOLOSTAR	ANTIDIABETICS	B	2	N	282	89	\$168,063.86	14,088	\$595.97	\$11.93
ICLUSIG	ANTINEOPLASTICS AND ADJUNCTIVE THERAPIES	B	2	Y	8	1	\$146,732.12	240	\$18,341.52	\$611.38
XELJANZ XR	ANALGESICS - ANTI-INFLAMMATORY	B	2	Y	28	5	\$141,628.57	840	\$5,058.16	\$168.61
GENOTROPIN	ENDOCRINE AND METABOLIC AGENTS - MISC.	B	2	Y	19	2	\$134,059.86	544	\$7,055.78	\$246.43
OTEZLA	ANALGESICS - ANTI-INFLAMMATORY	B	2	Y	32	6	\$126,026.97	960	\$3,938.34	\$131.28
HUMALOG	ANTIDIABETICS	B	2	N	89	33	\$124,653.36	4,299	\$1,400.60	\$29.00
XARELTO	ANTICOAGULANTS	B	2	N	121	42	\$119,242.83	7,278	\$985.48	\$16.38
TRINTELLIX	ANTIDEPRESSANTS	B	3	N	168	46	\$114,479.08	8,020	\$681.42	\$14.27
RYBELSUS	ANTIDIABETICS	B	2	N	79	34	\$111,408.54	4,080	\$1,410.23	\$27.31
VASCEPA	ANTIHYPERLIPIDEMICS	B	2	N	165	84	\$109,852.14	10,170	\$665.77	\$10.80

Quarterly Key Pharmacy Benefit Metrics

Top Drugs By Claim Count: SJVIA

Top Drugs By Claim Count

Based on Paid Date: 01/01/2021-09/30/2021

Drug Label Name	Drug Group	Brand Generic Indicator	Formulary Tier	Specialty Indicator	Claim Count	Utilizers	Ingredient Cost	Days Supply	ICST per Rx	ICST per Day
ATORVASTATIN CALCIUM	ANTHYPERLIPIDEMICS	G	1	N	2,296	857	\$79,526.30	163,800	\$34.64	\$0.49
LISINAPRIL	ANTHYPERTENSIVES	G	1	N	1,794	662	\$36,674.45	126,122	\$20.44	\$0.29
LEVOTHYROXINE SODIUM	THYROID AGENTS	G	1	N	1,685	556	\$46,218.55	119,236	\$27.43	\$0.39
ALBUTEROL SULFATE HFA	ANTIASTHMATIC AND BRONCHODILATOR AGENTS	G	1	N	1,577	980	\$81,639.54	44,199	\$51.77	\$1.85
METFORMIN HYDROCHLORIDE	ANTIDIABETICS	G	1	N	1,364	518	\$30,224.10	91,034	\$22.16	\$0.33
PFIZER-BIONTECH COVID-19	VACCINES	B	2	N	1,257	781	\$0.00	1,257	\$0.00	\$0.00
OMEPRAZOLE	ULCER DRUGS/ANTISPASMODICS/ANTICHOLINERGICS	G	1	N	1,250	522	\$30,567.40	76,628	\$24.45	\$0.40
AMLODIPINE BESYLATE	CALCIUM CHANNEL BLOCKERS	G	1	N	1,166	412	\$21,889.08	79,592	\$18.77	\$0.28
IBUPROFEN	ANALGESICS - ANTI-INFLAMMATORY	G	1	N	1,141	855	\$26,161.89	22,309	\$22.93	\$1.17
HYDROCODONE/ACETAMINOPHEN	ANALGESICS - OPIOID	G	1	N	1,045	491	\$41,611.81	19,415	\$39.82	\$2.14
BUPROPION HYDROCHLORIDE E	ANTIDEPRESSANTS	G	1	N	1,042	310	\$76,954.78	54,674	\$73.85	\$1.41
LOSARTAN POTASSIUM	ANTHYPERTENSIVES	G	1	N	1,005	361	\$43,221.29	72,236	\$43.01	\$0.60
GABAPENTIN	ANTICONVULSANTS	G	1	N	995	384	\$36,679.07	42,190	\$36.86	\$0.87
METOPROLOL SUCCINATE ER	BETA BLOCKERS	G	1	N	896	315	\$47,607.41	64,702	\$53.13	\$0.74
MONTELUKAST SODIUM	ANTIASTHMATIC AND BRONCHODILATOR AGENTS	G	1	N	878	374	\$22,678.03	49,273	\$25.83	\$0.46
ESCITALOPRAM OXALATE	ANTIDEPRESSANTS	G	1	N	806	272	\$18,779.68	42,802	\$23.30	\$0.44
VITAMIN D	VITAMINS	G	1	N	802	394	\$7,558.05	46,743	\$9.42	\$0.16
HYDROCHLOROTHIAZIDE	DIURETICS	G	1	N	800	293	\$9,750.97	54,611	\$12.19	\$0.18
ROSUVASTATIN CALCIUM	ANTHYPERLIPIDEMICS	G	1	N	788	295	\$31,576.64	56,042	\$40.07	\$0.56
AMOXICILLIN	PENICILLINS	G	1	N	740	665	\$6,291.68	6,144	\$8.50	\$1.02
FLUTICASONE PROPIONATE	NASAL AGENTS - SYSTEMIC AND TOPICAL	G	1	N	731	498	\$25,185.85	32,210	\$34.45	\$0.78
PANTOPRAZOLE SODIUM	ULCER DRUGS/ANTISPASMODICS/ANTICHOLINERGICS	G	1	N	723	306	\$20,368.50	46,274	\$28.17	\$0.44
ALPRAZOLAM	ANTIAXIETY AGENTS	G	1	N	707	245	\$11,120.38	18,501	\$15.73	\$0.60
AZITHROMYCIN	MACROLIDES	G	1	N	684	608	\$15,981.42	3,914	\$23.36	\$4.08
PREDNISONE	CORTICOSTEROIDS	G	1	N	678	484	\$6,269.59	10,838	\$9.25	\$0.58

Quarterly Key Pharmacy Benefit Metrics

Specialty Drug Oversight

- The management of specialty drugs is complex, as are the conditions that specialty drugs treat. With recent advances in drug therapies, patients with complex conditions now have better options to manage their conditions. While plan sponsors like the SJVIA recognize the value of these medications to their members and want to provide best-in-class drug benefits, the cost management of these drugs requires utilization management and benefit design strategies.
- Strategies implemented for the SJVIA include:
 - Prior authorization/clinical review
 - Specialty pharmacy channel management
 - Ongoing formulary review for the most cost and clinically effective medications
 - Manufacturer assistance when available

Quarterly Key Pharmacy Benefit Metrics

Rebates & Clinical Management Savings

- Rebates:
 - Q1 2021 net rebate amount that was paid out to SJVIA was \$663,828.00
 - Q2 2021 Estimated net rebate amount is \$694,892.00

*Beginning with the fourth quarter of 2020, Rebates will be paid within 120 days at the end of the applicable quarter.
- Clinical savings guarantee for 18 Months: \$1,500,000
 - Prorated Clinical Guarantee (Q3 2020-Q2 2021): \$1,000,000.00
 - Q3 2020- Q2 2021 Estimated Clinical Savings Performance: \$3,029,408.00

*Keenan performs a clinical savings financial audit and presents the final report to the SJVIA upon completion.

Appendix

Quarterly Key Pharmacy Benefit Metrics

SJVIA Cost Trend by Quarter (Tulare)

Category	Q4 2019	Q1 2020	Q2 2020	Q3 2020	Q4 2020	Q1 2021	Q2 2021	Q3 2021
Gross Cost	\$2,020,551	\$2,150,586	\$2,111,798	\$2,103,411	\$2,126,190	\$1,964,808	\$2,236,357	\$2,340,728
Plan Cost	\$1,859,979	\$1,968,537	\$1,939,264	\$1,929,831	\$1,954,639	\$1,791,328	\$2,057,651	\$2,160,996
Member Cost	\$160,572	\$182,049	\$172,533	\$173,579	\$171,551	\$173,480	\$178,705	\$179,732



This report details the total member and plan costs, by quarter, for the most recent 8 quarter period
 These represent total dollars spent for all products, including specialty drugs

Quarterly Key Pharmacy Benefit Metrics

SJVIA Cost Trend by Quarter (Fresno)

Category	Q4 2019	Q1 2020	Q2 2020	Q3 2020	Q4 2020	Q1 2021	Q2 2021	Q3 2021
Gross Cost	\$2,809,426	\$3,166,647	\$3,041,764	\$3,042,464	\$3,023,845	\$2,864,648	\$3,227,408	\$3,343,256
Plan Cost	\$2,600,251	\$2,922,097	\$2,824,414	\$2,831,636	\$2,814,888	\$2,652,050	\$3,014,890	\$3,123,415
Member Cost	\$209,175	\$244,550	\$217,350	\$210,828	\$208,956	\$212,598	\$212,518	\$219,841

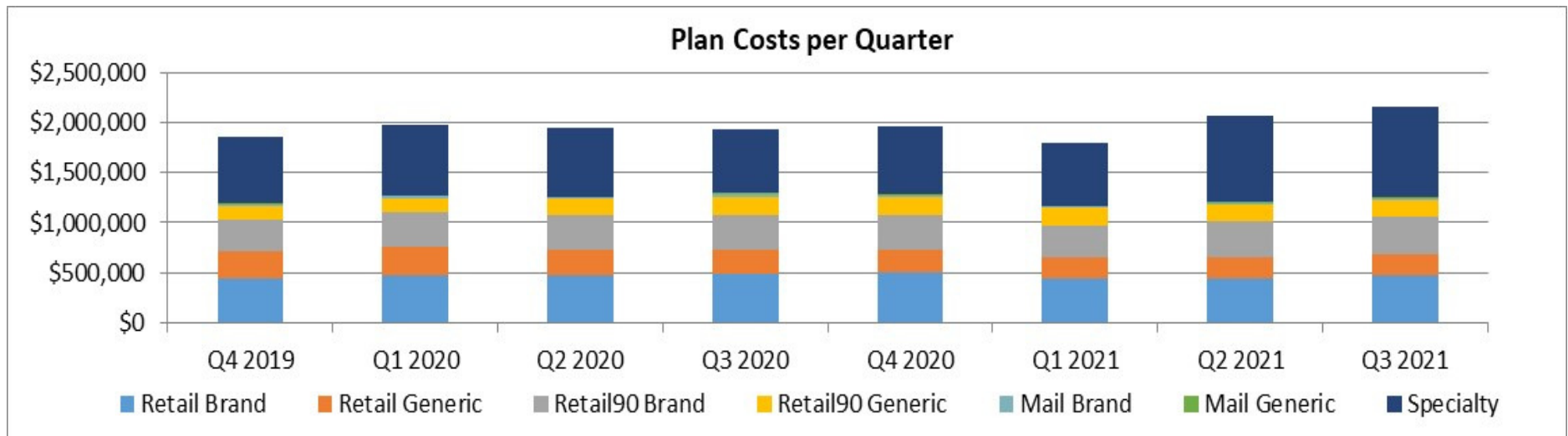


This report details the total member and plan costs, by quarter, for the most recent 8 quarter period
 These represent total dollars spent for all products, including specialty drugs

Quarterly Key Pharmacy Benefit Metrics

Plan Cost by Channel (Tulare)

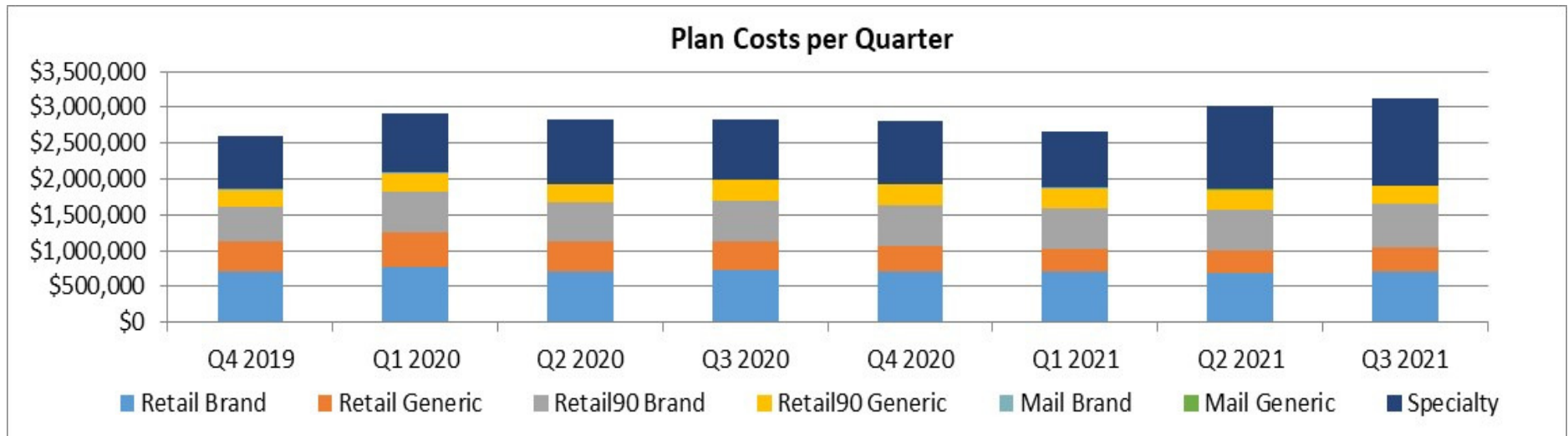
Category	Q4 2019	Q1 2020	Q2 2020	Q3 2020	Q4 2020	Q1 2021	Q2 2021	Q3 2021
Retail Brand	\$444,835	\$473,482	\$471,239	\$485,916	\$500,819	\$449,914	\$442,516	\$478,592
Retail Generic	\$264,207	\$292,110	\$264,094	\$250,354	\$225,339	\$209,849	\$205,842	\$212,981
Retail90 Brand	\$321,262	\$335,014	\$343,733	\$343,469	\$347,451	\$317,449	\$361,520	\$369,584
Retail90 Generic	\$135,880	\$141,460	\$154,534	\$178,844	\$174,057	\$166,146	\$174,493	\$164,873
Mail Brand	\$19,733	\$21,121	\$16,314	\$20,701	\$19,965	\$16,684	\$17,054	\$20,737
Mail Generic	\$11,265	\$9,610	\$8,881	\$13,234	\$13,230	\$10,747	\$14,971	\$11,599
Specialty	\$662,797	\$695,741	\$680,470	\$637,313	\$673,779	\$620,539	\$841,255	\$902,631



Quarterly Key Pharmacy Benefit Metrics

Plan Cost by Channel (Fresno)

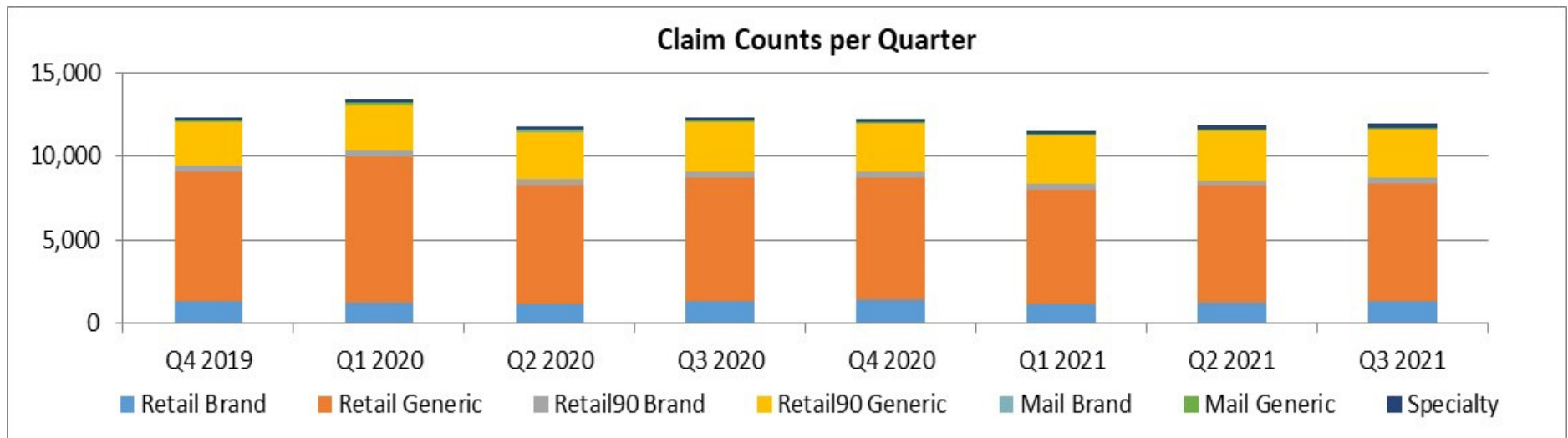
Category	Q4 2019	Q1 2020	Q2 2020	Q3 2020	Q4 2020	Q1 2021	Q2 2021	Q3 2021
Retail Brand	\$717,177	\$777,547	\$715,434	\$718,758	\$713,086	\$698,442	\$688,092	\$714,659
Retail Generic	\$404,658	\$474,932	\$411,102	\$410,811	\$343,292	\$325,526	\$310,554	\$319,035
Retail90 Brand	\$495,475	\$566,030	\$542,467	\$571,612	\$581,409	\$568,006	\$576,610	\$608,728
Retail90 Generic	\$218,620	\$255,489	\$250,628	\$279,722	\$281,710	\$275,972	\$267,025	\$260,935
Mail Brand	\$15,952	\$14,257	\$6,313	\$11,404	\$2,857	\$5,411	\$4,482	\$3,726
Mail Generic	\$4,192	\$5,185	\$6,933	\$5,438	\$6,874	\$7,113	\$6,375	\$5,771
Specialty	\$744,176	\$828,659	\$891,537	\$833,891	\$885,661	\$771,582	\$1,161,751	\$1,210,561



Quarterly Key Pharmacy Benefit Metrics

Total Claims Volume by Channel (Tulare)

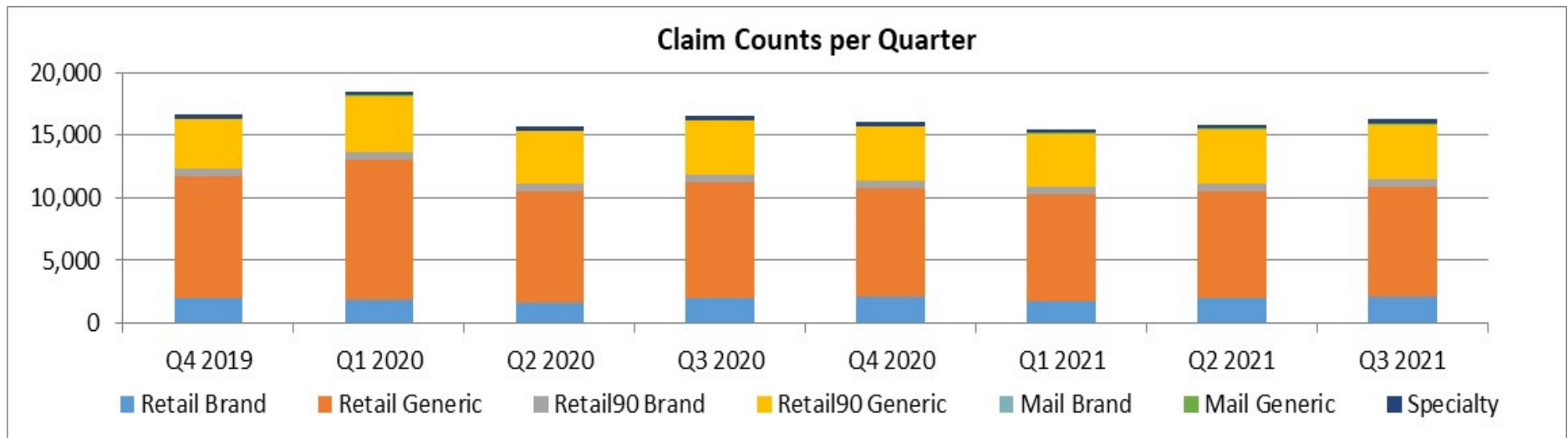
Category	Q4 2019	Q1 2020	Q2 2020	Q3 2020	Q4 2020	Q1 2021	Q2 2021	Q3 2021
Retail Brand	1,284	1,207	1,111	1,290	1,367	1,148	1,184	1,322
Retail Generic	7,788	8,740	7,108	7,440	7,312	6,864	7,029	7,003
Retail90 Brand	346	343	358	358	343	307	336	347
Retail90 Generic	2,570	2,753	2,854	2,905	2,876	2,870	2,913	2,885
Mail Brand	23	22	18	22	26	15	17	18
Mail Generic	128	120	121	130	124	118	131	108
Specialty	198	198	200	188	197	190	208	223



Quarterly Key Pharmacy Benefit Metrics

Total Claims Volume by Channel (Fresno)

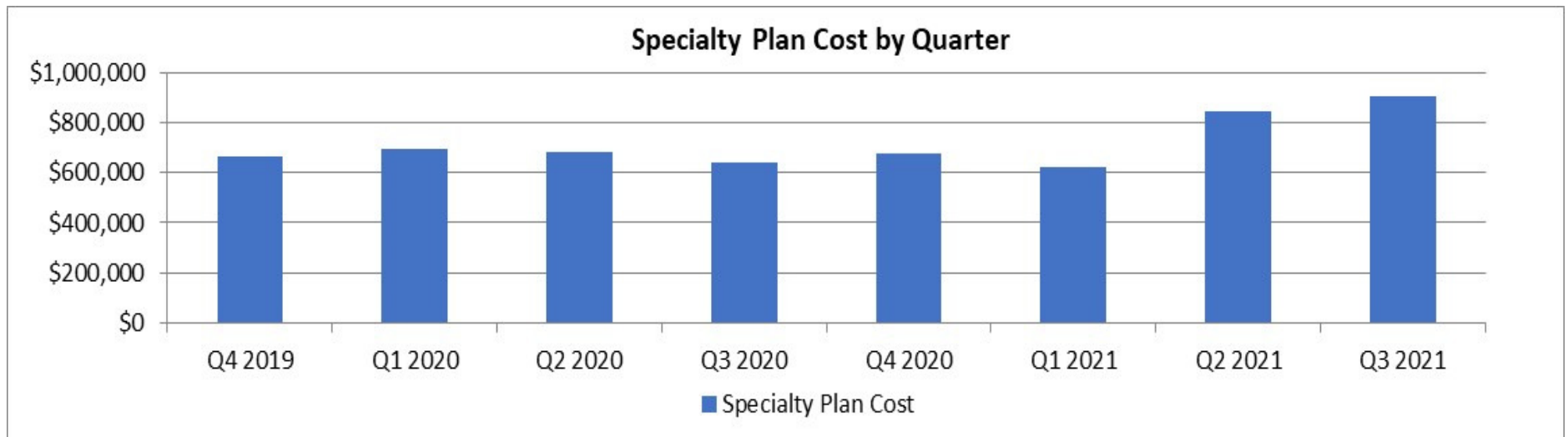
Category	Q4 2019	Q1 2020	Q2 2020	Q3 2020	Q4 2020	Q1 2021	Q2 2021	Q3 2021
Retail Brand	1,995	1,879	1,608	1,951	2,167	1,771	2,045	2,131
Retail Generic	9,738	11,178	8,898	9,284	8,544	8,500	8,467	8,727
Retail90 Brand	565	607	590	609	599	599	555	588
Retail90 Generic	3,955	4,425	4,171	4,291	4,315	4,253	4,362	4,394
Mail Brand	15	20	12	16	9	8	11	8
Mail Generic	53	55	83	54	54	67	71	57
Specialty	281	297	320	303	310	287	331	355



Quarterly Key Pharmacy Benefit Metrics

Specialty Plan Cost (Tulare)

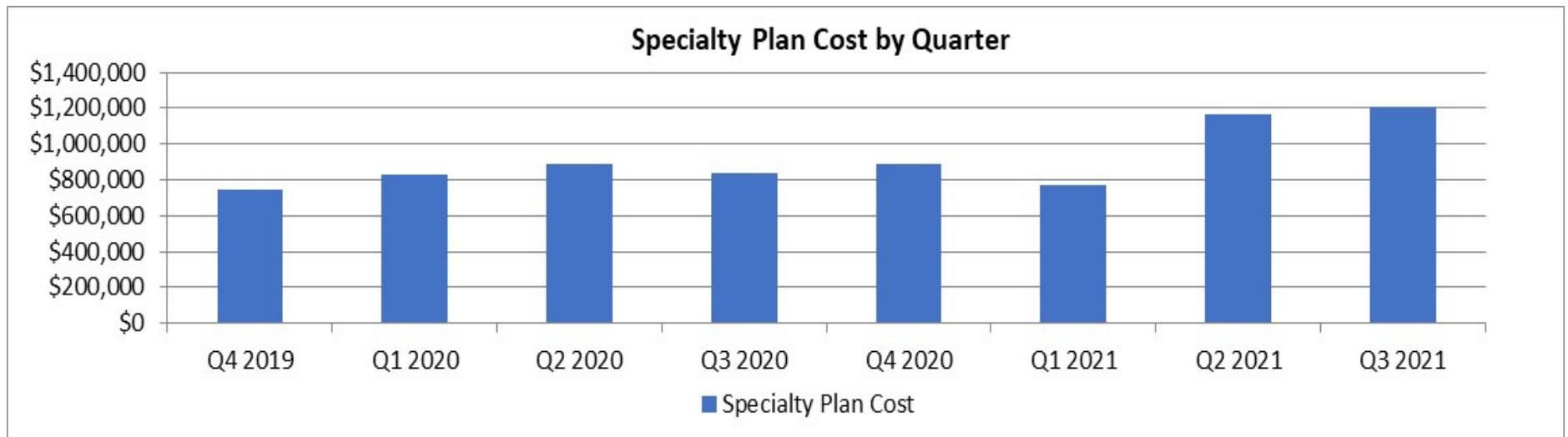
Category	Q4 2019	Q1 2020	Q2 2020	Q3 2020	Q4 2020	Q1 2021	Q2 2021	Q3 2021
Specialty Plan Cost	\$662,797	\$695,741	\$680,470	\$637,313	\$673,779	\$620,539	\$841,255	\$902,631
Total Plan Cost	\$1,859,979	\$1,968,537	\$1,939,264	\$1,929,831	\$1,954,639	\$1,791,328	\$2,057,651	\$2,160,996
Specialty Plan Cost %	35.63%	35.34%	35.09%	33.02%	34.47%	34.64%	40.88%	41.77%



Quarterly Key Pharmacy Benefit Metrics

Specialty Plan Cost (Fresno)

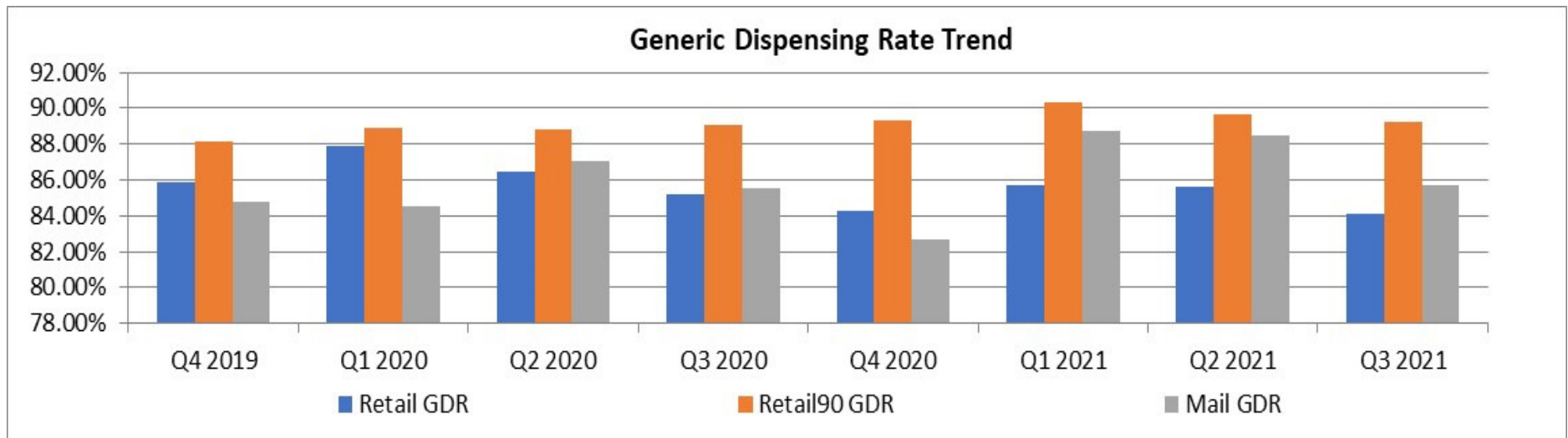
Category	Q4 2019	Q1 2020	Q2 2020	Q3 2020	Q4 2020	Q1 2021	Q2 2021	Q3 2021
Specialty Plan Cost	\$744,176	\$828,659	\$891,537	\$833,891	\$885,661	\$771,582	\$1,161,751	\$1,210,561
Total Plan Cost	\$2,600,251	\$2,922,097	\$2,824,414	\$2,831,636	\$2,814,888	\$2,652,050	\$3,014,890	\$3,123,415
Specialty Plan Cost %	28.62%	28.36%	31.57%	29.45%	31.46%	29.09%	38.53%	38.76%



Quarterly Key Pharmacy Benefit Metrics

Generic Dispensing Rate (Tulare)

Category	Q4 2019	Q1 2020	Q2 2020	Q3 2020	Q4 2020	Q1 2021	Q2 2021	Q3 2021
Retail GDR	85.85%	87.87%	86.48%	85.22%	84.25%	85.67%	85.58%	84.12%
Retail90 GDR	88.13%	88.92%	88.85%	89.03%	89.34%	90.34%	89.66%	89.26%
Mail GDR	84.77%	84.51%	87.05%	85.53%	82.67%	88.72%	88.51%	85.71%

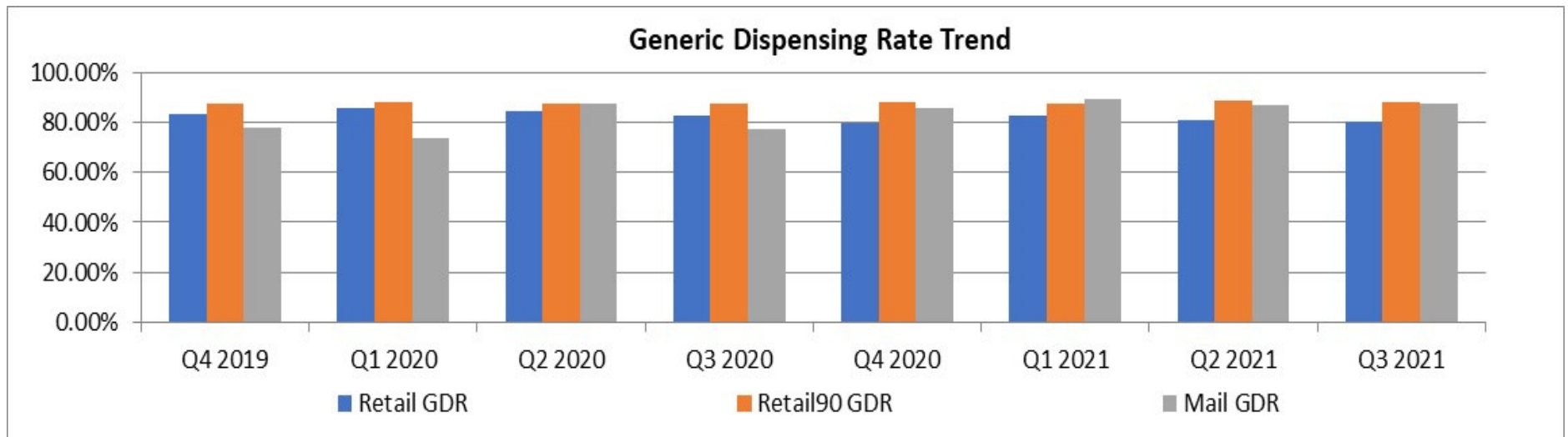


Excludes Specialty

Quarterly Key Pharmacy Benefit Metrics

Generic Dispensing Rate (Fresno)

Category	Q4 2019	Q1 2020	Q2 2020	Q3 2020	Q4 2020	Q1 2021	Q2 2021	Q3 2021
Retail GDR	83.00%	85.61%	84.69%	82.63%	79.77%	82.76%	80.55%	80.37%
Retail90 GDR	87.50%	87.94%	87.61%	87.57%	87.81%	87.65%	88.71%	88.20%
Mail GDR	77.94%	73.33%	87.37%	77.14%	85.71%	89.33%	86.59%	87.69%

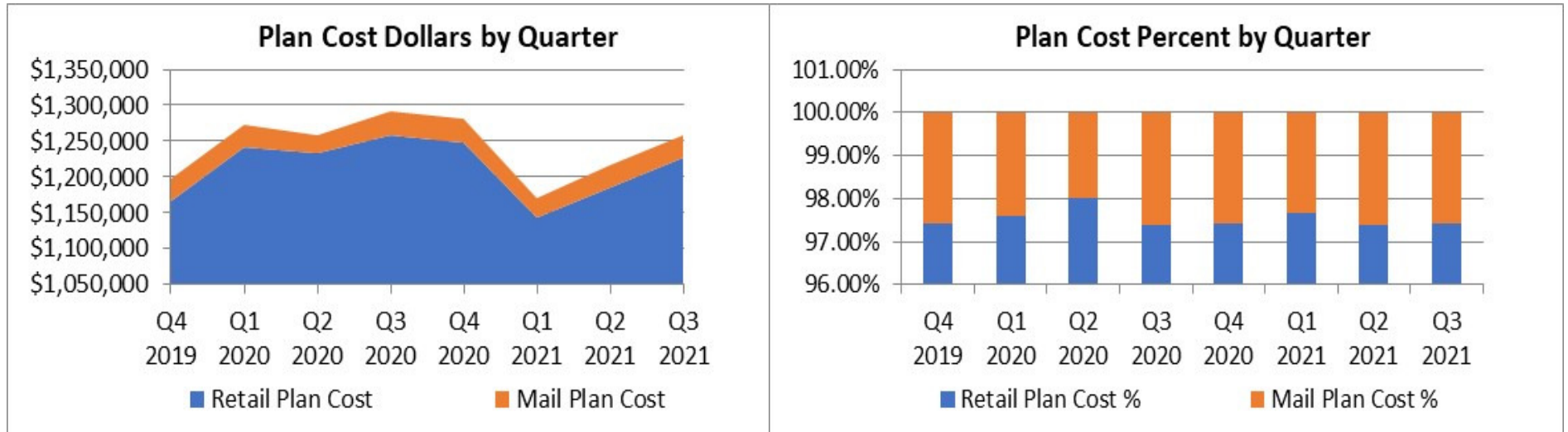


Excludes Specialty

Quarterly Key Pharmacy Benefit Metrics

Retail vs Mail Service Cost Trend (Tulare)

Category	Q4 2019	Q1 2020	Q2 2020	Q3 2020	Q4 2020	Q1 2021	Q2 2021	Q3 2021
Retail Plan Cost	\$1,166,184	\$1,242,066	\$1,233,600	\$1,258,583	\$1,247,666	\$1,143,357	\$1,184,371	\$1,226,030
Mail Plan Cost	\$30,998	\$30,731	\$25,195	\$33,935	\$33,194	\$27,432	\$32,025	\$32,336
Retail Plan Cost %	97.41%	97.59%	98.00%	97.37%	97.41%	97.66%	97.37%	97.43%
Mail Plan Cost %	2.59%	2.41%	2.00%	2.63%	2.59%	2.34%	2.63%	2.57%

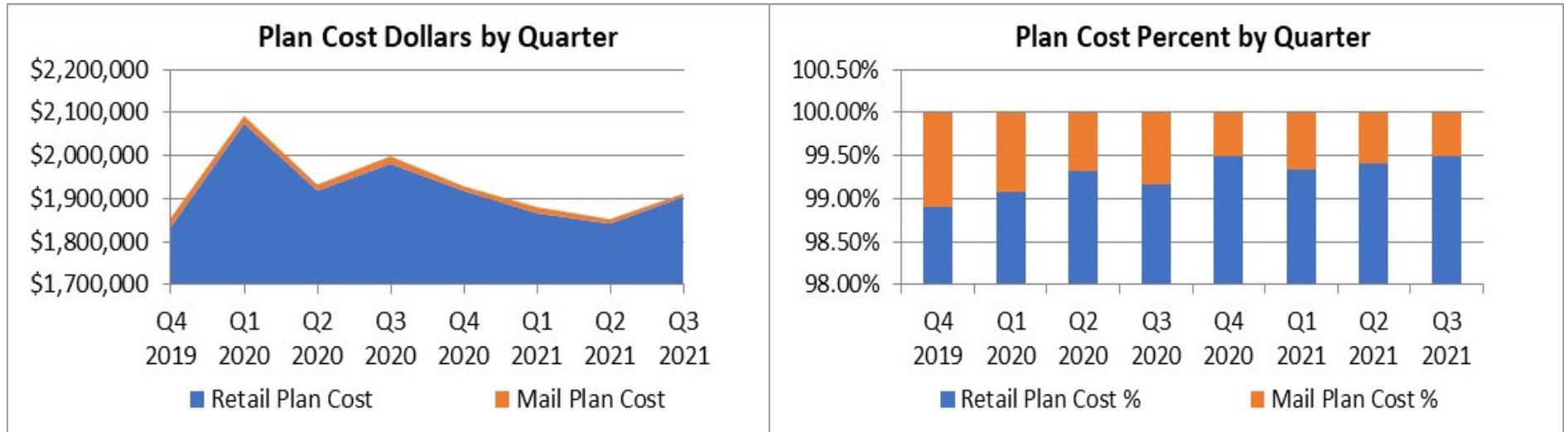


Excludes Specialty

Quarterly Key Pharmacy Benefit Metrics

Retail vs Mail Service Cost Trend (Fresno)

Category	Q4 2019	Q1 2020	Q2 2020	Q3 2020	Q4 2020	Q1 2021	Q2 2021	Q3 2021
Retail Plan Cost	\$1,835,931	\$2,073,997	\$1,919,630	\$1,980,903	\$1,919,496	\$1,867,945	\$1,842,282	\$1,903,357
Mail Plan Cost	\$20,144	\$19,442	\$13,246	\$16,842	\$9,731	\$12,523	\$10,857	\$9,497
Retail Plan Cost %	98.91%	99.07%	99.31%	99.16%	99.50%	99.33%	99.41%	99.50%
Mail Plan Cost %	1.09%	0.93%	0.69%	0.84%	0.50%	0.67%	0.59%	0.50%



Excludes Specialty

Quarterly Key Pharmacy Benefit Metrics

Top Drugs By Cost: Tulare

Top Drugs By Ingredient Cost: Tulare

Based on Paid Date: 01/01/2021-09/30/2021

Drug Label Name	Drug Group	Brand Generic Indicator	Formulary Tier	Speciality Indicator	Claim Count	Utilizers	Ingredient Cost	Days Supply	ICST per Rx	ICST per Day
HUMIRA PEN	ANALGESICS - ANTI-INFLAMMATORY	B	2	Y	50	9	\$368,813.59	1,400	\$7,376.27	\$263.44
TRIKAFTA	RESPIRATORY AGENTS - MISC.	B	2	Y	10	1	\$249,475.60	280	\$24,947.56	\$890.98
TRULICITY	ANTIDIABETICS	B	2	N	188	42	\$234,158.00	7,948	\$1,245.52	\$29.46
OZEMPIC	ANTIDIABETICS	B	2	N	151	39	\$178,538.94	6,080	\$1,182.38	\$29.36
JANUVIA	ANTIDIABETICS	B	2	N	174	49	\$148,730.49	9,164	\$854.77	\$16.23
ICLUSIG	ANTINEOPLASTICS AND ADJUNCTIVE THERAPIES	B	2	Y	8	1	\$146,732.12	240	\$18,341.52	\$611.38
JARDIANCE	ANTIDIABETICS	B	2	N	138	40	\$134,473.95	7,500	\$974.45	\$17.93
ELIQUIS	ANTICOAGULANTS	B	2	N	158	41	\$131,990.75	8,277	\$835.38	\$15.95
SPRYCEL	ANTINEOPLASTICS AND ADJUNCTIVE THERAPIES	B	2	Y	8	1	\$123,712.64	240	\$15,464.08	\$515.47
TREMFYA	DERMATOLOGICALS	B	2	Y	9	4	\$110,167.21	448	\$12,240.80	\$245.91
FARXIGA	ANTIDIABETICS	B	2	N	117	31	\$107,785.23	6,180	\$921.24	\$17.44
XELJANZ XR	ANALGESICS - ANTI-INFLAMMATORY	B	2	Y	21	4	\$106,424.87	630	\$5,067.85	\$168.93
STELARA	DERMATOLOGICALS	B	2	Y	5	2	\$98,698.53	420	\$19,739.71	\$235.00
XTANDI	ANTINEOPLASTICS AND ADJUNCTIVE THERAPIES	B	2	Y	7	1	\$89,710.81	210	\$12,815.83	\$427.19
GILENYA	PSYCHOTHERAPEUTIC AND NEUROLOGICAL AGENTS - MISC.	B	2	Y	9	2	\$83,931.83	270	\$9,325.76	\$310.86
XARELTO	ANTICOAGULANTS	B	2	N	75	25	\$79,970.10	4,941	\$1,066.27	\$16.19
ZYTIGA	ANTINEOPLASTICS AND ADJUNCTIVE THERAPIES	B	2	Y	7	1	\$79,562.35	210	\$11,366.05	\$378.87
VUMERITY	PSYCHOTHERAPEUTIC AND NEUROLOGICAL AGENTS - MISC.	B	2	Y	9	1	\$69,762.33	270	\$7,751.37	\$258.38
LANTUS SOLOSTAR	ANTIDIABETICS	B	2	N	118	36	\$69,369.36	5,452	\$587.88	\$12.72
ENBREL SURECLICK	ANALGESICS - ANTI-INFLAMMATORY	B	2	Y	11	2	\$66,686.52	308	\$6,062.41	\$216.51
TRINTELLIX	ANTIDEPRESSANTS	B	3	N	91	27	\$60,275.12	4,330	\$662.36	\$13.92
RINVOQ	ANALGESICS - ANTI-INFLAMMATORY	B	2	Y	11	2	\$59,247.21	330	\$5,386.11	\$179.54
DUPIXENT	DERMATOLOGICALS	B	2	Y	18	2	\$58,911.68	504	\$3,272.87	\$116.89
RYBELSUS	ANTIDIABETICS	B	2	N	44	13	\$55,161.42	2,010	\$1,253.67	\$27.44
HUMALOG	ANTIDIABETICS	B	2	N	46	16	\$54,802.60	2,166	\$1,191.36	\$25.30

Quarterly Key Pharmacy Benefit Metrics

Top Drugs By Claim Count: Tulare

Top Drugs By Claim Count: Tulare

Based on Paid Date: 01/01/2021-09/30/2021

Drug Label Name	Drug Group	Brand Generic Indicator	Formulary Tier	Speciality Indicator	Claim Count	Utilizers	Ingredient Cost	Days Supply	ICST per Rx	ICST per Day
ATORVASTATIN CALCIUM	ANTHYPERLIPIDEMICS	G	1	N	959	326	\$30,026.59	62,441	\$31.31	\$0.48
LISINAPRIL	ANTHYPERTENSIVES	G	1	N	772	267	\$14,600.81	49,978	\$18.91	\$0.29
LEVOTHYROXINE SODIUM	THYROID AGENTS	G	1	N	760	232	\$19,272.50	49,095	\$25.36	\$0.39
OMEPRAZOLE	ULCER DRUGS/ANTISPASMODICS/ANTICHOLINERGICS	G	1	N	536	206	\$12,600.81	31,933	\$23.51	\$0.39
ALBUTEROL SULFATE HFA	ANTIASTHMATIC AND BRONCHODILATOR AGENTS	G	1	N	522	329	\$27,917.96	15,336	\$53.48	\$1.82
AMLODIPINE BESYLATE	CALCIUM CHANNEL BLOCKERS	G	1	N	515	171	\$9,185.81	33,032	\$17.84	\$0.28
METFORMIN HYDROCHLORIDE	ANTIDIABETICS	G	1	N	505	190	\$10,224.70	32,810	\$20.25	\$0.31
LOSARTAN POTASSIUM	ANTHYPERTENSIVES	G	1	N	491	163	\$20,152.03	33,139	\$41.04	\$0.61
HYDROCODONE/ACETAMINOPHEN	ANALGESICS - OPIOID	G	1	N	488	229	\$19,407.64	8,793	\$39.77	\$2.21
MONTELUKAST SODIUM	ANTIASTHMATIC AND BRONCHODILATOR AGENTS	G	1	N	487	203	\$12,200.49	26,524	\$25.05	\$0.46
BUPROPION HYDROCHLORIDE E	ANTIDEPRESSANTS	G	1	N	482	140	\$29,132.90	23,435	\$60.44	\$1.24
HYDROCHLOROTHIAZIDE	DIURETICS	G	1	N	408	142	\$4,936.05	25,859	\$12.10	\$0.19
GABAPENTIN	ANTICONVULSANTS	G	1	N	405	158	\$13,734.57	17,567	\$33.91	\$0.78
IBUPROFEN	ANALGESICS - ANTI-INFLAMMATORY	G	1	N	398	317	\$8,237.03	6,910	\$20.70	\$1.19
METOPROLOL SUCCINATE ER	BETA BLOCKERS	G	1	N	395	133	\$19,289.76	26,776	\$48.83	\$0.72
PFIZER-BIONTECH COVID-19	VACCINES	B	2	N	366	253	\$0.00	366	\$0.00	\$0.00
ESCITALOPRAM OXALATE	ANTIDEPRESSANTS	G	1	N	363	121	\$8,296.01	18,695	\$22.85	\$0.44
ALPRAZOLAM	ANTIANSXIETY AGENTS	G	1	N	347	140	\$5,699.03	9,170	\$16.42	\$0.62
PREDNISONE	CORTICOSTEROIDS	G	1	N	341	227	\$3,506.86	6,053	\$10.28	\$0.58
PANTOPRAZOLE SODIUM	ULCER DRUGS/ANTISPASMODICS/ANTICHOLINERGICS	G	1	N	338	130	\$8,372.91	19,094	\$24.77	\$0.44
VITAMIN D	VITAMINS	G	1	N	333	157	\$3,351.23	17,974	\$10.06	\$0.19
ROSUVASTATIN CALCIUM	ANTHYPERLIPIDEMICS	G	1	N	317	110	\$11,920.69	21,254	\$37.60	\$0.56
AMOXICILLIN	PENICILLINS	G	1	N	304	266	\$2,577.37	2,469	\$8.48	\$1.04
AZITHROMYCIN	MACROLIDES	G	1	N	301	265	\$7,127.92	1,868	\$23.68	\$3.82
SERTRALINE HCL	ANTIDEPRESSANTS	G	1	N	294	114	\$5,682.06	13,909	\$19.33	\$0.41

Quarterly Key Pharmacy Benefit Metrics

Top Drugs By Cost: Fresno

Top Drugs By Ingredient Cost: Fresno
Based on Paid Date: 01/01/2021-09/30/2021

Drug Label Name	Drug Group	Brand Generic Indicator	Formulary Tier	Speciality Indicator	Claim Count	Utilizers	Ingredient Cost	Days Supply	ICST per Rx	ICST per Day
TRULICITY	ANTIDIABETICS	B	2	N	365	71	\$431,738.45	14,468	\$1,182.85	\$29.84
HUMIRA PEN	ANALGESICS - ANTI-INFLAMMATORY	B	2	Y	44	8	\$328,727.60	1,232	\$7,471.08	\$266.82
DUPIXENT	DERMATOLOGICALS	B	2	Y	78	13	\$255,246.28	2,128	\$3,272.39	\$119.95
TREMFYA	DERMATOLOGICALS	B	2	Y	20	5	\$244,115.64	1,064	\$12,205.78	\$229.43
OZEMPIC	ANTIDIABETICS	B	2	N	161	52	\$200,975.00	7,492	\$1,248.29	\$26.83
COSENTYX SENSOREADY PEN	DERMATOLOGICALS	B	3	Y	32	4	\$198,087.04	896	\$6,190.22	\$221.08
ENBREL SURECLICK	ANALGESICS - ANTI-INFLAMMATORY	B	2	Y	29	5	\$190,145.52	812	\$6,556.74	\$234.17
JARDIANCE	ANTIDIABETICS	B	2	N	160	56	\$186,449.13	10,500	\$1,165.31	\$17.76
LATUDA	ANTIPSYCHOTICS/ANTIMANIC AGENTS	B	2	N	101	21	\$179,130.63	3,570	\$1,773.57	\$50.18
JANUVIA	ANTIDIABETICS	B	2	N	155	58	\$161,198.55	10,024	\$1,039.99	\$16.08
FARXIGA	ANTIDIABETICS	B	2	N	141	47	\$155,033.21	8,968	\$1,099.53	\$17.29
SPRYCEL	ANTINEOPLASTICS AND ADJUNCTIVE THERAPIES	B	2	Y	9	1	\$139,176.72	270	\$15,464.08	\$515.47
GENOTROPIN	ENDOCRINE AND METABOLIC AGENTS - MISC.	B	2	Y	19	2	\$134,059.86	544	\$7,055.78	\$246.43
BIKTARVY	ANTIVIRALS	B	2	Y	29	5	\$101,201.77	870	\$3,489.72	\$116.32
LANTUS SOLOSTAR	ANTIDIABETICS	B	2	N	164	53	\$98,694.50	8,636	\$601.80	\$11.43
OTEZLA	ANALGESICS - ANTI-INFLAMMATORY	B	2	Y	23	4	\$90,697.54	690	\$3,943.37	\$131.45
VASCEPA	ANTIHYPERTENSIVES	B	2	N	127	68	\$88,711.43	8,130	\$698.52	\$10.91
IMBRUVICA	ANTINEOPLASTICS AND ADJUNCTIVE THERAPIES	B	2	Y	6	1	\$87,229.92	168	\$14,538.32	\$519.23
JYNARQUE	ENDOCRINE AND METABOLIC AGENTS - MISC.	B	3	Y	5	1	\$83,919.65	140	\$16,783.93	\$599.43
REXULTI	ANTIPSYCHOTICS/ANTIMANIC AGENTS	B	3	N	53	14	\$81,209.13	1,950	\$1,532.25	\$41.65
ELIQUIS	ANTICOAGULANTS	B	2	N	108	32	\$78,920.52	4,775	\$730.75	\$16.53
STELARA	DERMATOLOGICALS	B	2	Y	3	1	\$74,023.89	168	\$24,674.63	\$440.62
WIXELA INHUB	ANTIASTHMATIC AND BRONCHODILATOR AGENTS	G	1	N	149	73	\$72,779.53	6,510	\$488.45	\$11.18
INVOKANA	ANTIDIABETICS	B	2	N	70	19	\$70,972.97	4,020	\$1,013.90	\$17.65
HUMALOG	ANTIDIABETICS	B	2	N	43	17	\$69,850.76	2,133	\$1,624.44	\$32.75

Quarterly Key Pharmacy Benefit Metrics

Top Drugs By Claim Count: Fresno

Top Drugs By Claim Count: Fresno
Based on Paid Date: 01/01/2021-09/30/2021

Drug Label Name	Drug Group	Brand Generic Indicator	Formulary Tier	Speciality Indicator	Claim Count	Utilizers	Ingredient Cost	Days Supply	ICST per Rx	ICST per Day
ATORVASTATIN CALCIUM	ANTHYPERLIPIDEMICS	G	1	N	1,337	531	\$49,499.71	101,359	\$37.02	\$0.49
ALBUTEROL SULFATE HFA	ANTIASTHMATIC AND BRONCHODILATOR AGENTS	G	1	N	1,055	651	\$53,721.58	28,863	\$50.92	\$1.86
LISINAPRIL	ANTIHYPERTENSIVES	G	1	N	1,022	395	\$22,073.64	76,144	\$21.60	\$0.29
LEVOTHYROXINE SODIUM	THYROID AGENTS	G	1	N	925	324	\$26,946.05	70,141	\$29.13	\$0.38
PFIZER-BIONTECH COVID-19	VACCINES	B	2	N	891	528	\$0.00	891	\$0.00	\$0.00
METFORMIN HYDROCHLORIDE	ANTIDIABETICS	G	1	N	859	328	\$19,999.40	58,224	\$23.28	\$0.34
IBUPROFEN	ANALGESICS - ANTI-INFLAMMATORY	G	1	N	743	538	\$17,924.86	15,399	\$24.12	\$1.16
OMEPRAZOLE	ULCER DRUGS/ANTISPASMODICS/ANTICHOLINERGICS	G	1	N	714	316	\$17,966.59	44,695	\$25.16	\$0.40
AMLODIPINE BESYLATE	CALCIUM CHANNEL BLOCKERS	G	1	N	651	241	\$12,703.27	46,560	\$19.51	\$0.27
GABAPENTIN	ANTICONVULSANTS	G	1	N	590	226	\$22,944.50	24,623	\$38.89	\$0.93
BUPROPION HYDROCHLORIDE E	ANTIDEPRESSANTS	G	1	N	560	170	\$47,821.88	31,239	\$85.40	\$1.53
HYDROCODONE/ACETAMINOPHEN	ANALGESICS - OPIOID	G	1	N	557	262	\$22,204.17	10,622	\$39.86	\$2.09
LOSARTAN POTASSIUM	ANTIHYPERTENSIVES	G	1	N	514	198	\$23,069.26	39,097	\$44.88	\$0.59
METOPROLOL SUCCINATE ER	BETA BLOCKERS	G	1	N	501	182	\$28,317.65	37,926	\$56.52	\$0.75
ROSUVASTATIN CALCIUM	ANTHYPERLIPIDEMICS	G	1	N	471	185	\$19,655.95	34,788	\$41.73	\$0.57
VITAMIN D	VITAMINS	G	1	N	469	237	\$4,206.82	28,769	\$8.97	\$0.15
FLUTICASONE PROPIONATE	NASAL AGENTS - SYSTEMIC AND TOPICAL	G	1	N	452	306	\$15,251.32	19,700	\$33.74	\$0.77
ESCITALOPRAM OXALATE	ANTIDEPRESSANTS	G	1	N	443	151	\$10,483.67	24,107	\$23.67	\$0.43
AMOXICILLIN	PENICILLINS	G	1	N	436	399	\$3,714.31	3,675	\$8.52	\$1.01
HYDROCHLOROTHIAZIDE	DIURETICS	G	1	N	392	151	\$4,814.92	28,752	\$12.28	\$0.17
MONTELUKAST SODIUM	ANTIASTHMATIC AND BRONCHODILATOR AGENTS	G	1	N	391	171	\$10,477.54	22,749	\$26.80	\$0.46
PANTOPRAZOLE SODIUM	ULCER DRUGS/ANTISPASMODICS/ANTICHOLINERGICS	G	1	N	385	176	\$11,995.59	27,180	\$31.16	\$0.44
AZITHROMYCIN	MACROLIDES	G	1	N	383	343	\$8,853.50	2,046	\$23.12	\$4.33
CYCLOBENZAPRINE HYDROCHLO	MUSCULOSKELETAL THERAPY AGENTS	G	1	N	368	227	\$5,546.50	8,496	\$15.07	\$0.65
TRULICITY	ANTIDIABETICS	B	2	N	365	71	\$431,738.45	14,468	\$1,182.85	\$29.84



BOARD OF DIRECTORS

STEVE BRANDAU

NATHAN MAGSIG

BUDDY MENDES

LARRY MICARI

BRIAN PACHECO

AMY SHUKLIAN

PETE VANDER POEL

**Meeting Location:
County of Tulare
Board of Supervisors Chambers
2800 W. Burrel Avenue
Visalia, CA 93291**

AGENDA DATE: December 10, 2021

ITEM NUMBER: Item 11

SUBJECT: Receive Consultant's Report on Plan Year 2022 Stop Loss/Reinsurance Renewal and Marketing Results and Authorize President to Execute Application and Agreement Subject to Approval of SJVIA Counsel and Staff (A)

REQUEST(S): That the Board approve the recommended vendor and authorize the President to execute the application and agreement subject to approval of SJVIA Counsel and Staff.

DESCRIPTION:

As part of the Plan Year 2022 SJVIA self-funded medical and prescription reinsurance renewal, Keenan conducted a marketing to secure the most competitive stop loss/reinsurance rates. It is recommended that the SJVIA:

- Move from PartnerRe to Granular/Point6 as the reinsurance carrier for the 2022 Plan Year
 - Renew at the current \$450,000 reinsurance level
 - Accept the rate decrease of 5.8% for a savings of \$90,343 compared to the current rates
 - Reject the 2022 PartnerRe renewal with a 7.0% (+\$110,620) rate increase and forgo the 2021 PartnersRe premium refund estimated to be \$196,069 (based on claim data through September 30,2021 and estimated premium through December 2021)
- Granular/Point6's 2022 premium saving over PartnerRe's 2022 offering is \$200,962

AGENDA: San Joaquin Valley Insurance Authority

DATE: December 10, 2021

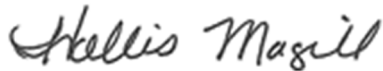
- Additionally, Granular/Point6 offers a better experience refund policy for 2022; eligible premium is 70% (vs. PartnerRe 60%) and the refund factor is 40% of premium (vs. PartnerRe 25%)

Should your Board agree with the recommendation to move to Granular/Point6, staff will complete an application for coverage to begin January 1, 2022. Staff and SJVIA counsel will then finalize the agreement with Granular/Point6 containing the terms of the policy. Both the application and agreement will be presented to the Board President for execution.

FISCAL IMPACT/FINANCING:

The reinsurance rates used in the development of the 2022 Plan Year rates was 10% over the 2021 reinsurance rates. Given the reinsurance proposal from Granular/Point6, the SJVIA will realize reinsurance cost savings for 2022 that are \$247,456 lower than were included in the 2022 rates.

ADMINISTRATIVE SIGN-OFF:



Hollis Magill
SJVIA Manager



Lupe Garza
SJVIA Assistant Manager

SAN JOAQUIN VALLEY INSURANCE AUTHORITY (SJVIA)

2022 Stop Loss Renewal and Marketing Presentation

Presented by:



SAN JOAQUIN VALLEY INSURANCE AUTHORITY (SJ)
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Executive Summary

FINAL RESULTS

Effective Date: January 1, 2022

I. Stop Loss Marketing and Renewal Results:

- Stop loss RFP marketed to fourteen (14) stop loss carriers. Six (6) carriers quoted (including the incumbent), the others declined.

II. PartnerRe. Renewal:

- **Initial** - Renewal offer is an approximate +14.2% increase, or an additional \$223,517, in annual premium when compared to current
- **Final** - Renewal offer at the current Specific Deductible of \$450,000, is an approximate **+7.0%** increase, or an additional \$110,620, in annual premium and a savings of \$112,898, in annual premium when compared to the initial renewal offer.

Alternate Renewal Deductible Options:

- Renewal Option 1: **-5.0%** decrease with a change in Specific Deductible for \$450,000 to **\$475,000**

Potential Premium Dividend/Refund - Illustrates a potential reward in the amount of **\$136,252**, based on (SJVIA) year to date loss ratio.

- The dividend projection based paid claims as of 9/30/2021. Claims payments could change by policy end, resulting in a different refund amount.
- Dividend are contingent on renewal with PartnerRe. Groups are not reviewed for a premium refund until 12 months after the contract period.

Proposal Contingencies:

- Includes - Mirroring Endorsement
- Includes - No New Lasers with a 50% Renewal Cap
- Includes - Experience Refund - Dividend Eligible Agreement - 25% of eligible premium
- Disclosure required

Claim disclosure information provided to date for this account has been reviewed and no further information is needed. Rates effective 01/01/2021 are firm and final if accepted by **12/10/2021**. If acceptance is not provided by this date, updated disclosure information will be needed to finalize.

III. Granular Proposed:

- **Proposed** - offer is an approximate **-5.8% decrease**, or a reduction of \$90,343, in annual premium when compared to current

Alternate Renewal Deductible Options:

- Proposed Option 1: **-15.3% decrease** with a change in Specific Deductible for \$450,000 to **\$475,000**

Proposal Contingencies:

- Includes - Mirroring Endorsement
- Includes - No New Lasers with a Rate cap first year 35% Renewal (2023); Rate cap 40% upon the second renewal (2024)
- Includes - Experience Refund - Dividend Eligible Agreement - 40% of eligible premium
- Disclosure required

Claim disclosure information provided to date for this account has been reviewed and no further information is needed. Rates effective 01/01/2021 are firm and final if accepted by **12/10/2021**. If acceptance is not provided by this date, updated disclosure information will be needed to finalize.

*SAN JOAQUIN VALLEY INSURANCE AUTHORITY (SJVIA)
 Stop Loss RFP Analysis
 Carrier Responses*



<i>Carrier</i>	<i>Financial Rating</i>	<i>Status</i>	<i>Note</i>
American National /IOA Re	A (Excellent)	Quoted	Uncompetitive with proposed renewal 6.0% above current
Anthem	A (Excellent)	Declined	Uncompetitive with current rates
Berkshire Hathaway	A++(Superior)	Quoted	Uncompetitive with proposed renewal 33% above current
Gerber Life/Vista	A (Excellent)	Quoted	Uncompetitive with proposed renewal 36% above current
Granular	A (Excellent)	Quoted	Finalist
Liberty	A (Excellent)	Quoted	Uncompetitive with proposed renewal 6.0% above current
Optum	A (Excellent)	Declined	Uncompetitive with current rates
Pan American/Evolution Risk	A (Excellent)	Declined	Uncompetitive with current rates
PartnerRe (Incumbent)	A+ (Superior)	Quoted	Finalist
QBE	A (Excellent)	Declined	Uncompetitive with current rates
Sun Life	A+ (Superior)	Declined	Uncompetitive with current rates
Symetra	A (Excellent)	Declined	Uncompetitive with current rates
TM HCC	A++ (Superior)	Declined	Uncompetitive with current rates
Voya Financial	A (Excellent)	Declined	Uncompetitive with current rates

SAN JOAQUIN VALLEY INSURANCE AUTHORITY (SJVIA)
Financial Summary
Effective Date: January 1, 2022



PartnerRe.

SPECIFIC DEDUCTIBLE OPTIONS	\$450,000	\$450,000	\$475,000
	Current Premium	Final Renewal	Renewal Option 1
Projected Annual Premium	\$1,571,138	\$1,681,758	\$1,492,910
% Increase/Decrease over Current		7.0%	-5.0%
\$ Increase/Decrease over Current		\$110,620	(\$78,229)

Granular/Point6

SPECIFIC DEDUCTIBLE OPTIONS	\$450,000	\$475,000
	Proposed Option	Proposed Option 1
Projected Annual Premium	\$1,480,796	\$1,331,314
% Increase/Decrease over Current	-5.8%	-15.3%
\$ Increase/Decrease over Current	(\$90,343)	(\$239,825)

SAN JOAQUIN VALLEY INSURANCE AUTHORITY (SJVIA)
Financial Summary
Effective Date: January 1, 2022



PartnerRe - Please review Proposal Assumptions and Contingencies:

- For inclusion of prescription drug (Rx) coverage under the Specific and/or Aggregate coverage(s) when there is a separate PBM, PartnerRe requires written documentation for underwriting purposes that all Rx experience reports have been received. Otherwise, Rx will not be a covered expense under the stop loss policy. PartnerRe is not responsible for aggregating medical and Rx claims data during quotation or policy
- Current copies of the Plan Document, all Amendments and Restatements of the Plan Document are required to be submitted and approved by PartnerRe prior to the effective date of coverage.
- All claim reporting submitted from the selected Administrator should be provided to PartnerRe in sortable Microsoft Excel format throughout the Policy and Proof of Loss Periods. Failure to do so could result in a delay of claim reimbursements.
- Quotation based on Retirees over 65 are Medicare Primary.
- Actively at Work is waived with receipt and acceptance of the PartnerRe Claim Disclosure Statement.
- This Quotation assumes that the Agent/Broker is operating under the appropriate license in which the risk is domiciled. The Agent/Broker license and appointment with PartnerRe will be required prior to binding coverage.
- This Quotation is subject to cancellation or revision prior to the binding of coverage.
- The statements herein may vary from the final Policy wording. The final Policy wording along with the Excess Loss Insurance Application and Claims Disclosure Statement shall govern over any inconsistency with the wording herein.
- If the Excess Loss Insurance Policy is renewed, We guarantee that Your Premium rate(s) (and Aggregated Specific Deductible if applicable) as shown on the [initial] Schedule of Insurance will not be increased more than the indicated percentage, provided that there are no Material Changes that alter the risk under the current Excess Loss Insurance Policy. See Policy Endorsement for complete benefit details.
- **Upon renewal, We guarantee no new lasers for the options shown above in which No New Lasers at Next Renewal is Guaranteed.**
- **The Company will pay the Policyholder 25% of the NET profit for this Policy after both parties have agreed to commute the Policy for the specific policy period. Net profit means 60% of gross premium, minus 100% of the total amount reimbursed by Company and any deficit carry-forward from prior policy year(s). Experience refund is payable only if the gross premium is not less than \$1,000,000, the results of the refund calculation are a positive balance, and the Policyholder renews coverage with the Company for a subsequent Policy Period beginning 1/1/23.**

SAN JOAQUIN VALLEY INSURANCE AUTHORITY (SJVIA)
Financial Summary
Effective Date: January 1, 2022



Granular - Please review Proposal Assumptions and Contingencies:

- All claims are reported/paid in U.S. dollars.
- The proposal is based on the data provided. The proposal may be modified if data changes or under other conditions as specified in this document.
- This proposal is based on the continuation of the current plan(s) of benefits.
- If the number of covered employees or the percentage of family participants change by more than 15% this proposal may be revised.
- If this proposal includes an offer of aggregate coverage, the monthly aggregate factor cannot be finalized more than 90 days from the effective date.
- Advance Funding is included.
- Retirees are covered under the Granular Insurance Policy. It is the responsibility of the employer to identify to Granular Insurance all retirees to be covered under the Granular Insurance Policy. If a group does not have retirees, their rate will not be impacted.
- This proposal is valid only if presented by a licensed insurance agent or broker who is appointed by Granular Insurance Company.
- The agent/broker does not have the authority to bind or modify the terms of his offer without prior approval of Granular.
- We require notification 30 days prior to the acquisition date of any employer completed merger or acquisition.
- Underwriting serves the right to modify coverage terms when a new division is added or deleted from coverage or when plan and/or network changes occur.
- Granular agrees to accept for claims reimbursement the employer's plan document.
- If the aggregate is quoted, then the minimum annual aggregate total is 90% of the first month's enrollment times monthly aggregate attachment points.

Experience Refund as described below:

- We will refund to You a portion of the net profit from the Policy period beginning 01/01/2022 and ending 12/31/2022 if the following conditions are satisfied:
- The gross premium due and paid for the Policy year is not less than \$400,000; and The Policy is renewed for a subsequent Policy year by Us; and The results of the refund calculation are in a positive balance. If the refund calculation results in a negative balance, no refund will be paid.
- The amount of the refund will be 40% of the result of the following calculation:
 1. 70% of gross premium due and paid by You for the Policy year shown above,
 2. Minus 100% of the Losses for the Policy year, minus the amount of the Deficit Carry Forward.
- The calculation of the Experience Refund will be completed on the later of 12 months after the end of the Policy year shown above, or the date when the Losses for that Policy year are finally determined and the Policyholder and the Company have agreed to settle and commute their interests and liabilities under the Policy.

SAN JOAQUIN VALLEY INSURANCE AUTHORITY (SJVIA)



Effective Date: January 1, 2022

STOP LOSS MARKETING ANALYSIS - \$450,000 or \$475,000 SSL Deductible

SPECIFIC STOP LOSS	Current	Initial Renewal	Final Renewal	Renewal Option 1	Proposed Option	Proposed Option 1
Carrier Name	PartnerRe.				Granular/Point6	
Stop Loss Deductible	\$ 450,000	\$ 450,000	\$ 450,000	\$ 475,000	\$ 450,000	\$ 475,000
Annual Max Reimbursement	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Contract Basis	12/18	12/18	12/18	12/18	12/18	12/18
Covered Expense	Medical, Rx	Medical, Rx	Medical, Rx	Medical, Rx	Medical, Rx	Medical, Rx
Specific Premium						
Ee	4,798 \$ 13.33	\$ 15.42	\$ 14.45	\$ 12.82	\$ 13.79	\$ 12.40
Family	2,067 \$ 32.40	\$ 36.56	\$ 34.26	\$ 30.43	\$ 27.69	\$ 24.89
Composite Rate	6,865 \$ 19.07	\$ 21.79	\$ 20.41	\$ 18.12	\$ 17.98	\$ 16.16
Monthly	\$ 130,928	\$ 149,555	\$ 140,146.52	\$ 124,409.17	\$ 123,399.65	\$ 110,943
Annual Premium	\$ 1,571,138	\$ 1,794,656	\$ 1,681,758	\$ 1,492,910	\$ 1,480,796	\$ 1,331,314
% Difference		14.2%	7.0%	-5.0%	-5.8%	-15.3%
\$ Difference		\$ 223,517	\$ 110,620	\$ (78,229)	\$ (90,343)	\$ (239,825)
2021 Estimated Experience Credit Refund*	\$136,252					
Overall Cost Summary	Current	Initial Renewal	Final Renewal	Renewal Option 1	Proposed Option	Proposed Option 1
Maximum Annual Liability	\$ 1,571,138	\$ 1,794,656	\$ 1,681,758	\$ 1,492,910	\$ 1,480,796	\$ 1,331,314
Max Annual Liability after Experience Refund	\$ 1,571,138	\$ 1,658,404	\$ 1,545,507	\$ 1,356,658	\$ 1,480,796	\$ 1,331,314
% Increase/Decrease over Current		5.6%	-1.6%	-13.7%	-5.8%	-15.3%
\$ Increase/Decrease over Current		\$ 87,267	\$ (25,631)	\$ (214,479)	\$ (90,342)	\$ (239,824)

* Please note that this is a preliminary calculation, and the final calculation will be completed on the later of twelve (12) months after the end of the Policy Period or when Our (PartnerRe) Liability for the Policy Period is finally determined and both parties have agreed to settle and commute their interests and liabilities under this Policy.

SAN JOAQUIN VALLEY INSURANCE AUTHORITY (SJVIA)



Total Claims Paid

Exceeding \$100,000

Paid Date Range: 1/1/2021 To 9/30/2021

# of Claimant	County	Med Amount Paid	RX Amount Paid	Total Amount Paid
1	COF	\$ 598,012	\$ 4,825	\$ 602,837
2	COF	\$ 455,572	\$ -	\$ 455,572
3	COF	\$ 392,159	\$ 1,569	\$ 393,728
4	COF	\$ 302,487	\$ 28,093	\$ 330,580
5	COF	\$ 283,188	\$ 81	\$ 283,270
Total		\$ 2,031,419	\$ 34,568	\$ 2,065,987

Loss History

Effective	Carrier	Specific Deductible	Basis	Covg.	Premium Paid	Paid Claims	Stop Loss Recovery
2021-YTD -9/30/21	PartnerRe.	\$ 450,000	12/18	MED/RX	\$ 1,171,483	\$ 157,883	13.5%
					\$ 1,171,483	\$ 157,883	13.5%

GRANULAR INSURANCE COMPANY
269 East Grand Avenue, South San Francisco, CA 94080
866-984-2067
granularinsurance.com

STOP LOSS INSURANCE POLICY

Policyholder:

Policy Number:

Policy Term [date] through [date]

All insurance begins at 12:00 a.m. and ends at 11:59 p.m. local time at the Policyholder's address as shown in the Schedule of Insurance.

This Policy is governed by the laws of the jurisdiction in which it is issued.

Policy Issued In: [state]

In consideration of the Application made by the Policyholder (referred to as the Policyholder, You, or Your) and the payment of premiums due in accordance with the terms of this Policy, Granular Insurance Company (referred to as the Company, We, Us, or Our) agrees to pay benefits as described herein in accordance with the terms, provisions, and Limitations and Exclusions as explained in this Policy. This Policy provides benefits to the Policyholder when Eligible Claims Expenses, which are Paid by the Policyholder through the covered underlying Plan(s), exceed the levels defined in this Policy and the Schedule of Insurance. The benefits of this Policy and the terms and conditions that apply to this Policy are explained herein.

This is a Stop Loss Policy. The Policyholder or Claim Administrator are responsible for making employee benefit Plan determinations. Granular Insurance Company has no duty or authority to administer, settle, adjust or provide advice regarding claims filed under Policyholder's Plan. **This Policy insures the Policyholder only and does not provide coverage for any individual insured under the Policyholder's Plan.**

Granular Insurance Company has relied upon the information disclosed by the Policyholder in the Application [and Disclosure Statement] regarding the Policyholder's self-funded employee welfare benefit plan and persons eligible for benefits under that Plan in order to issue this Policy.

This Policy may be renewed for subsequent Policy Terms in accordance with the renewal terms outlined in this Policy. Such renewal may be subject to revisions in the terms and conditions of coverage under this Policy.

THIS POLICY IS A LEGAL CONTRACT.
PLEASE REVIEW YOUR POLICY CAREFULLY.

Signed for Granular Insurance Company by

[]

[Dennis M. Weinberg, CEO]

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Attachments at Issue:

SL-APP-0320	Application
SL-SCH-0320	Schedule of Insurance
[SL-ADF-0320	Advanced Funding Endorsement
SL-ASD-0320	Aggregating Specific Deductible Endorsement
SL-EXR-0320	Experience Refund Endorsement
SL-MAA-0320	Monthly Aggregate Accommodation
SL-RRC-0320	Renewal Rate Cap Endorsement
SL-RC-0320	Retained Corridor Endorsement
SL-TPV-0320	Transplant Vendor Endorsement

SECTION 1 – DEFINITIONS

The definitions of terms apply wherever the terms are used anywhere in this Policy.

Alternate Specific Attachment Point means a separate Specific Attachment Point for the Classes identified under Special Risk Limitations in the Schedule of Insurance, which You must retain before any Specific Coverage benefits become payable under this Policy with respect to those Classes.

Aggregate Coverage means the benefit provided by Us to You under this Policy for reimbursement of Eligible Claims Expenses that exceed the Annual Aggregate Attachment Point.

Annual Aggregate Attachment Point means the amount of Eligible Claims Expenses covered under this Policy that are wholly retained by You, before an Aggregate Coverage benefit will be paid to You.

It is the greater of:

1. the sum of Monthly Aggregate Attachment Points for each month of the Policy Term, determined by multiplying the total number of Covered Units by the Monthly Aggregate Factor amounts; or
2. the Minimum Annual Aggregate Attachment Point shown in the Application and Schedule of Insurance.

Benefit Period means the time period as shown in the Schedule of Insurance that identifies the time period during which Eligible Claims Expenses must be Incurred by a Covered Person and Paid by You, as applicable, to be eligible for reimbursement under this Policy. This period does not alter the Policy's effective date or Policy Term, but includes any Run-In or Run-Out Periods shown in the Schedule of Insurance.

Claim Administrator means the firm or person, shown in the Schedule of Insurance, that has entered into a written agreement with You to pay claims for Your Plan. The Claim Administrator acts on Your behalf and as Your agent and not as Our agent.

Cost Containment Vendor means a third party contracted by You to reduce or control the cost of services or supplies provided to Covered Persons under the Plan. The Cost Containment Vendor is shown in the Schedule of Insurance.

Covered Person means a person who meets the terms and conditions of eligibility for coverage set forth in Your Plan, who is enrolled, covered, and for whom required premium contributions to the Plan have been made.

Covered Service means any service, supply or treatment for which the Covered Person has Incurred an Eligible Claims Expense during the Benefit Period and for which benefits are payable through the Plan.

Covered Unit means a category of participants under Your Plan as shown in the Schedule of Insurance. Covered Unit will be used for the purposes of determining the premiums payable by You or the Annual Aggregate Attachment Point.

[Disclosure Statement means the document submitted and signed by You[or Your Claim Administrator] which identifies and provides the claim information and other documentation or data requested by Us, including the estimated number of Covered Units, which We relied upon to issue this Policy or to accept additional risk at any time during the current Policy Term. Complete disclosure would include census and demographic information on any individual enrolled in Your Plan and their status (active, laid off, on a leave of absence, retired, Medicare eligible, eligible for COBRA (the Consolidated Omnibus Budget Reconciliation Act) coverage or COBRA participants, not Actively at Work, disabled, or confined to a hospital), and the number of Covered Units.]

Eligible Claims Expense(s) means an expense Incurred for a Covered Service under the terms of the Plan, which You or Your Claim Administrator have Paid for a Covered Person.

This term does not include an expense:

1. Not specifically included under the terms of the Plan;
2. Excluded under the terms of the Plan;
3. Excluded under the terms of this Policy, or shown in Special Risk Limitations;
4. Paid but subsequently recovered by You from any third party; or
5. That exceeds the Maximum Allowable Charge.

Eligible Claims Expenses will also include the following fees Incurred and Paid for a Covered Person by the Policyholder with respect to:

1. Hospital bill audits;
2. Access to Provider Networks, excluding access fees paid as a monthly [per Covered Person][per Covered Unit] fee;
3. Access to transplant Provider Networks;
4. Negotiation of out-of-network bills;
5. Claims repricing;
6. Cost Containment Vendors; or
7. State Health Care Surcharges.

You must demonstrate to Our reasonable satisfaction that the services that generated the fees resulted in a cost savings to the Plan and Us. We will consider the actual fees paid by You to be an Eligible Claims Expense, subject to a maximum amount on such fees equal to 25% of cost savings to the Plan.

Experimental or Investigational means medical services, supplies or treatments that meet the Plan's definition of Experimental or Investigational, but only if We have agreed to accept that definition, in writing on or before the first day of the Policy Term.

Family means an employee and the eligible dependents of such person who are covered, or who become eligible for coverage in Your Plan.

Incurred means the date on which services, supplies, or treatment for an Eligible Claims Expense were provided to a Covered Person under Your Plan.

Key Policy Factors means, as applicable, the Specific Premium Rate per Policy month per Covered Unit, the Monthly Aggregate Factors per Covered Unit, and the Specific Attachment Point(s), as shown in the Schedule of Insurance.

Material Change means any amendment or change in Your business that may result in an adverse effect, financial or economic, effect on Our liability or risk under this Policy. A Material Change includes a change to any of the following:

1. The information in Your Disclosure Statement upon which Our assessment of liability or risk was based;
2. The Plan description, eligibility requirements, limitations or exclusions, and any amendments or addendums thereto;
3. The Claim Administrator;
4. The Cost Containment Vendor;
5. The Prescription Benefit Manager;
6. The Provider Network;
7. An increase or decrease in the number of Covered Persons that exceeds [15]% of the Covered Units shown in the Schedule of Insurance;
8. Your insolvency, filing for bankruptcy, or inability to pay general obligations or obligations under the Plan; or
9. A merger, acquisition, change of ownership, or similar transaction involving You or any of the subsidiaries or associated entities named in the Schedule of Insurance.

Maximum Allowable Charge means charges that meet the definition of Reasonable and Customary under Your Plan, but only if We have agreed to accept that definition in writing on or before the first day of the Policy Term.

Medically Necessary means a medical treatment, service, device, drug, or supply that meets the definition of Medically Necessary under Your Plan, but only if We have agreed to accept that definition in writing on or before the first day of the Policy Term.

Minimum Annual Aggregate Attachment Point means the amount shown in the Schedule of Insurance which is the minimum amount of Eligible Claims Expenses for the Policy Term that You must retain before We reimburse you for any Benefits You Paid under the Plan.

Monthly Expected Claims means the amount of expected claims per month per Covered Unit. The initial Monthly Expected Claims are as shown in the Schedule of Insurance. We will recalculate the Monthly Expected Claims on the effective date of any Material Change.

Paid means the date Eligible Claims Expenses have been processed and approved for payment by the Policyholder or the Policyholder's Claim Administrator in accordance with the Policyholder's or Claim Administrator's standard business practices, and funds have been disbursed by the Policyholder or the Claim Administrator for payment of the claim expenses to a Covered Person or Provider. Disbursement is considered to have occurred when the draft or check is mailed, or the wire or other legal electronic transfer of funds has been issued by You to the payee.

In addition, the account upon which payment is drawn must contain sufficient funds on the date the check, draft, wire, or other electronic transfer is issued to permit the check, draft, wire, or other electronic transfer to be honored by the institution upon which it is drawn in order for an expense to be considered Paid. If for any reason a draft or check is voided or returned, or a wire or electronic transfer is not honored, the expense will not be considered Paid.

Prescription Benefit Manager means a third party contracted by You to administer the prescription drug benefit program under Your Plan. The Prescription Benefit Manager is shown in the Schedule of Insurance.

Plan means a self-funded, written employee welfare benefit plan which the Policyholder provides for Covered Persons and their eligible dependents, and which has been provided to Us prior to issuing this Policy for the purpose of determining Our liability.

Policy means this Stop Loss Insurance Policy issued by the Company to the Policyholder.

Policyholder, You and Your means the Policyholder shown on the face page of this Policy.

Policy Term means the time period shown on the face page of this Policy and the Schedule of Insurance, unless coverage terminates earlier in accordance with the Termination provision of this Policy.

Prescription Drug Plan means either a benefit provision of the Plan or a separate benefit plan maintained by You, under which prescription drug expenses are paid independently of other medical expenses.

Provider means any hospital, physician or other person or facility that is licensed and operating within the scope of that license to provide health care services.

Provider Network means a list of the doctors, other health care Providers, and hospitals that a plan has contracted with to provide medical care to its members.

Reference Based Pricing Vendor means a third party contracted by You to administer Your Plan benefit payments using a reference based pricing mechanism.

Run-In Period means the [X] month period immediately preceding the Policy Effective Date during which period an Eligible Claims Expense Incurred is covered under the Policy.

Run-Out Limit means the [X] month period immediately following the end of the Policy Term. During this period Eligible Claims Expenses Incurred during the Policy Term but Paid after the end of the Policy Term are covered under the Policy.

Specific Annual Maximum Reimbursement means the maximum amount of Eligible Claims Expenses We will apply towards the Specific Coverage for a Covered Person during the Benefit Period. The Specific Annual Maximum Limit is shown in the Schedule of Insurance.

Specific Payable Percentage means the percentage of Eligible Claims Expense We will consider eligible for reimbursement after the application of the Specific Attachment Point subject to any Specific Risk Limitation.

Specific Coverage means benefits provided by Us to You under this Policy for reimbursement of Eligible Claims Expenses that exceed the Specific Attachment Point(s).

Specific Attachment Point means the amount of Eligible Claims Expense which must be Incurred by a Covered Person and Paid under the Plan which is wholly retained by You, and which must be

met before benefits are reimbursable under the Specific Coverage of this Policy, as shown on the Schedule of Insurance.

Specific Lifetime Maximum Limit means the maximum amount of Eligible Claims Expense We will apply towards the Specific Coverage benefit for a Covered Person during the Covered Person's lifetime. The Specific Lifetime Maximum Limit is shown in the Schedule of Insurance.

SECTION 2 – INSURANCE COVERAGE

[A. Specific Coverage

Subject to all the terms, conditions and limitations of this Policy and any attached endorsements, We will pay You a Specific Coverage benefit as it becomes due for claims for Eligible Claims Expenses in excess of the Specific Attachment Point. All claims are subject to Our Claim Audit provision under Section 8, Claims.

When Benefits Will be Paid.

Upon acceptance of acceptable Proof of Loss as described in Section 8, Claims, and subject to all terms, conditions and limitations of this Policy, We will reimburse You for Eligible Claims Expenses that are:

1. Incurred while the Plan is in force;
2. Paid on behalf of a Covered Person according to the terms of the Plan; and
3. Incurred and Paid during the Benefit Period shown in the Schedule of Insurance.

Amount of Benefits Payable.

Subject to the Maximum Specific Benefit Limit(s) shown in the Schedule of Insurance, the Specific Coverage benefit payable shall be equal to the product of:

1. The Specific Payable Percentage, multiplied by
2. The Eligible Claims Expenses Paid to or on behalf of a Covered Person under the Plan during the Benefit Period that exceeds the Specific Attachment Point.

To Whom Benefits Will be Paid.

Specific Coverage benefits will be paid directly to You or Your designated representative. We will not make payment to any Covered Person, Provider or anyone other than You or Your designated representative.]

[B. Aggregate Coverage

Subject to all the terms, conditions and limitations of this Policy and any attached endorsements, We will reimburse You for Eligible Claims Expenses that exceed the Annual Aggregate Attachment Point. All claims are subject to Our Claim Audit.

When Benefits will be Paid.

Upon acceptance of Proof of Loss, and subject to all terms, conditions and limitations of this Policy, We will reimburse You for Eligible Claims Expenses under Aggregate Coverage after the end of the Benefit Period, provided the Annual Aggregate Attachment Point for claims Paid, as described below, is satisfied. Eligible Claims Expenses must be:

1. Incurred while the Plan is in force;

2. Paid on behalf of a Covered Person according to the terms of the Plan; and
3. Incurred and Paid during the Benefit Period shown in the Schedule of Insurance.

Amount of Benefits Payable.

The Aggregate Coverage benefit payable shall be equal to the product of:

1. The Aggregate Payable Percentage, multiplied by
2. The amount of Eligible Claims Expenses, paid by you, less, the Annual Aggregate Attachment Point for the Benefit Period.

The following are not considered Eligible Claims Expenses under Aggregate Coverage and are not eligible for reimbursement:

1. Benefits payable or paid under any Specific Coverage issued to You by Us or any policy issued by another insurer providing the same or similar coverage; or
2. Eligible Claims Expenses in excess of any Specific Attachment Point.

The Aggregate Payable Percentage and Benefit Period is shown in the Schedule of Insurance. In no event will We reimburse You more than the Maximum Aggregate Reimbursement as shown in the Schedule of Insurance.

To Whom Benefits will be Paid.

Aggregate Coverage benefits will be paid directly to You or Your designated representative. We will not make payment to any Covered Person, Provider or anyone other than You or Your designated representative.]

SECTION 3 – EXCLUSIONS AND LIMITATIONS

If You or Your Claim Administrator fails to disclose to Us any medical conditions of a Covered Person known to You or Your Claim Administrator at the time Application is made for this Policy, or who later becomes eligible for benefits under Your Plan:

1. We will not reimburse You for any Benefits Paid related to the illness or condition that was required to be disclosed; and
2. Such Benefits Paid under the Plan may not be used to satisfy the Specific Attachment Point for such Covered Person; and
3. Such Benefits Paid under the Plan may not be used to satisfy the Aggregate Attachment Point.

The following are not Eligible Claims Expenses regardless of whether such expenses are paid under the Plan, and are not eligible for reimbursement under this Policy:

1. Any portion of an expense which You are not obligated to pay under the Plan, or which is reimbursable to You pursuant to or because:
 - a. Other insurance is or may be liable;
 - b. Another group health benefit program is or may be liable;
 - c. The Covered Person is covered under, or eligible for, Medicare, the Railroad Retirement Program, or any similar federal, state or local program or statute;
 - d. Services or supplies for the treatment of an occupational injury or sickness which are paid under any Workers' Compensation, occupational disease law or similar law;
 - e. Any coordination of benefits or non-duplication of benefits provision of the Plan; or

- f. The Covered Person was not covered by, or not yet eligible to be covered by, Your Plan.
2. Expenses covered by Plan changes made prior to Our approval of these changes;
3. An amount which is Paid by the Policyholder in excess of the amount a Provider of hospital, surgical or medical services bills a participant for a Covered Service, unless required by a negotiated fee agreement.
4. Benefits paid under the Plan which are in excess of Maximum Allowable Charges;
5. Benefits paid under the Plan that result from any treatment, service or supply that is not Medically Necessary.
6. Expenses associated with the administration of the Plan including, but not limited to, claim payment fees, Preferred Provider Organization (PPO) access fees, premium functions, medical review and consultant fees, any tax liability, interest, or penalty imposed by any regulatory or taxing authority.
7. Expenses paid by You or the Claim Administrator relating to any litigation concerning the Plan, including, but not limited to, attorneys' fees, legal or investigative expenses, expert fees, extra-contractual damages, compensatory damages and punitive damages.
8. Expenses Incurred by any Covered Person, or expenses Paid by the Plan for a Covered Person who is covered under or eligible to be covered under COBRA:
 - a. whose continuation of coverage was not offered in accordance with COBRA regulations or any amendments thereto;
 - b. whose coverage under COBRA is continued beyond the timeframes specified by federal law for any reason including clerical error of the Policyholder;
 - c. who do not receive a valid COBRA extension offer within the required number of days following the date of notice of a COBRA qualifying event;
 - d. who fail to make a valid, signed COBRA election within the required number of days following the receipt of COBRA election rights from the Policyholder; or
 - e. who fail to remit COBRA premium within the minimum periods specified by federal law.
9. Benefits paid for expenses for medical services, supplies, or treatment received outside of the United States except in an emergency, and only if otherwise covered by Your Plan.
10. Expenses Incurred for any illness or injury resulting from war or an act of war, whether declared or undeclared.
11. Expenses for injury or complications from an injury sustained by a Covered Person during the commission of a felony or while engaged in an illegal act, or participating in a riot or insurrection.
12. Expenses Incurred for Experimental or Investigational medical services, supplies or treatment or hospital confinement that results from Experimental or Investigational treatment.
13. Liabilities, expenses or losses that would not have been incurred but for the noncompliance or violation of any federal or state statute, rule or regulation by You or the Claim Administrator.
14. Expenses that, if reimbursed by Us, would violate any applicable federal law or state statute.
15. Claim payments not administered or paid according to the Plan, or for which there is no documented Proof of Loss.
16. Expenses that are the result of Provider error(s).
17. Expenses that are the result of facility-acquired conditions deemed "reasonably preventable" through the use of evidence-based guidelines, taking into consideration but not limited to Centers for Medicare and Medicaid Services (CMS) guidelines.

We will not reimburse You for any expenses paid by You when a Covered Person is covered by other insurance or health benefit plan which, when combined with the benefits payable by such other insurance or plan, would cause the total paid by that plan and Your Plan to exceed 100% of the Covered Person expenses.

We will not reimburse You for the portion of any expense due to Your or Your Claim Administrator's failure to provide payment to Providers in their required time frame that results in non-receipt of any discounted fees for services or supplies. We will reimburse only for the amount of the discounted amount had timely payment been made by You or Your Claim Administrator.

SECTION 4 – PREMIUM PAYMENT

Payment of Premiums. The premium rate(s) for coverage provided under this Policy is shown in the Schedule of Insurance. The premium due each month is calculated based upon the types of Covered Units shown in the Schedule of Insurance and number of Covered Units reported in the Policy month.

The first premium is due and payable on or before the first day of the Policy Term and subsequent premium payments are due on the first day of each [month]. The terms of this Policy will not be binding on Us until We receive Your first premium. Subject to the Grace Period, each premium must be paid on or before its due date in order for coverage under this Policy to remain in effect.

Grace Period. A Grace Period of 31 days will be allowed for the payment of each premium due after the first premium has been paid. This Policy will remain in force during the Grace Period. If a premium is not paid by the end of the Grace Period, this Policy will automatically terminate as of the last day for which premium was paid of the Grace Period. Premium is due for each day this Policy is in force. The Policyholder is liable for the payment of premium due for coverage through the Grace Period. We will deduct the amount of any premium due for the Grace Period from any payment for benefits We may owe You under this Policy.

Reinstatement. In the event that this Policy is terminated due to nonpayment of premium, at Your request We may agree to reinstate this Policy. We may undertake a reassessment of Our liability or risk under this Policy prior to reinstatement. You must make full payment of past due premiums. Past reinstatements create no right or presumption of future reinstatement.

Premium Change. The initial premium rate(s) are stated in the Schedule of Insurance. We may change the premium rate(s) if:

1. You make a Material Change that affects this Policy; or
2. Coverage changes due to the addition or deletion of endorsements to the Policy; or
3. The coverage provided under this Policy is changed from what was initially issued based on the Application for coverage.

Premium Adjustments. Adjustments in premium due to enrollment changes should specify the adjustment for each Covered Unit by coverage type and the Policy month for which the adjustment applies, and include the corresponding premium adjustment. Any retrospective request by the Policyholder for a premium adjustment due to a misstatement of Covered Units must be made within 90 days following the end of the Policy Term. Such requests must be in writing and accompanied by evidence that an adjustment should be made.

Premium Data. You must provide Us with a premium data report with each premium payment, in a form agreed to by Us, that shows:

1. The number(s) of participants in the Plan on the first day of each month, segregated by premium rate category shown in the Schedule of Insurance; and
2. An adjustment of premium for the prior [month], calculated by multiplying the previous month's actual number of participants by the appropriate premium rate(s); and
3. The amount of premium payment.

We use premium data reports solely to process premium. Such premium data reports do not replace any reports required, or which may be required, under the Policyholder Reporting provision of this Policy.

SECTION 5 – EFFECTIVE DATE AND TERMINATION

Policy Effective Date:

This Policy takes effect on the date shown in the Policy Term on the face page of this Policy and the Schedule of Insurance.

Coverage under this Policy is not effective until:

1. Your payment of the first premium;
2. Our receipt of a completed and signed Application;
3. [Our receipt, examination, and acceptance of a signed Disclosure Statement;] and
4. Our receipt, examination, and acceptance of the Plan and any other required information that We requested, which is material to underwriting or premium rating.

Policy Termination:

Termination by Policyholder. You may terminate this Policy by giving Us at least 31 days advance written notice.

Automatic Termination. This Policy will automatically terminate without notice on:

1. The last day for which premium was paid if you fail to pay the required premium by the end of the Grace Period; or
2. The last day of the Policy Term.

Termination by the Company. This Policy will terminate on the earliest of the following circumstances:

1. The date We notify You that We are terminating the Policy due to a Material Change.
2. The date You have refused to accept any necessary adjustment to the premium or other terms and conditions of the Policy due to a Material Change, in accordance with that provision.
3. The date the Plan terminates.
4. You or the Claim Administrator fail to satisfy any of Your or the Claim Administrator's obligations under this Policy. We will give You 60 days advance notice of termination.
5. The date You file for bankruptcy, or become subject to liquidation, receivership or conservatorship.

6. The date the contractual agreement between You and the Claim Administrator terminates unless We have agreed in writing to a new Claim Administrator.
7. The date mutually agreed to by the Policyholder and the Company.

Termination will not affect a claim for reimbursement of Eligible Claims Expenses Incurred and Paid while coverage was in effect. We will not refund any portion of the premium paid by You if this Policy is terminated prior to the last day of the Policy Term.

If this Policy is terminated prior to the last day of the Policy Term, the Policy Term will be shortened to reflect the revised termination date of the Policy. The Benefit Period, as shown in the Schedule of Insurance will also be reduced as necessary to match the shortened Policy Term.

Renewal. Unless this Policy is terminated during or prior to the end of the Policy Term, You may request and We may agree to renew this Policy upon Your request.

Renewal is subject to Your completion of a renewal Application and Our receipt of any requested claim information prior to the beginning of the subsequent Policy Term, as well as Your written acceptance of the terms and conditions that apply to the renewal prior to the beginning of the subsequent Policy Term. We reserve the right to revise the terms and conditions, including Key Policy Factors, that apply to the renewal Policy.

SECTION 6 – MATERIAL CHANGES

Material Change. You must give Us written notice within 31 days of any Material Change which may have a material financial or economic adverse effect on Our liability under this Policy. Failure to provide such notice may result in termination of this Policy or denial of Specific Coverage benefits. Notice must be provided to Our address shown in this Policy.

Upon receipt of a Material Change We reserve the right to:

1. Accept the Material Change and recalculate Key Policy Factors as shown in the Schedule of Insurance and/or other terms and conditions of this Policy.
2. Not accept the Material Change and terminate this Policy.
3. Not accept the Material Change and pay benefits under this Policy as if the Material Change had not occurred.
4. Accept the Material Change without revising the Premium Rates and/or other terms and conditions of this Policy.

If We accept the Material Change, We will consider the Material Change approved on the date of Our acceptance of the Material Change. You must provide written acceptance of any necessary adjustment to the premium or provisions of this Policy.

Plan Amendments. You must give Us written notice of any amendment to the Plan at least 31 days prior to the effective date of the amendment. If the amendment changes the benefits under the Plan, the Key Policy Factors will be recalculated. Any revision(s) to Your Key Policy Factors due to an amendment of Plan will become effective on the effective date of the amendment. If We receive a written notice of an amendment to the Plan after the effective date of such amendment, We will advise if benefits are payable based on Your Key Policy Factors calculated (1) without the amendment, or (2) with the amendment.

SECTION 7 – POLICYHOLDER REPORTING

Reporting Requirements. You are required to provide periodic reports on Eligible Claims Expenses to Us as described below.

High Dollar Reporting Threshold. For Specific Coverage benefit reporting, You or the Claim Administrator must give notice to Us when the total amount of Eligible Claims Expenses Incurred, Paid, or pending payment by You for a Covered Person equals or exceeds the High Dollar Reporting Threshold of [X RANGE] per Covered Person or has the potential to exceed that amount. Your failure to provide notice within 15 days may result in an adjustment of any Specific Coverage benefits payable to You to reflect any savings We could have obtained had notice been given within the time frame specified.

You or the Claim Administrator are required to provide Us with notice of any claim that exceeds the High Dollar Reporting Threshold within 15 days of the earlier of the date:

1. A Covered Person's Eligible Incurred Expenses exceed High Dollar Reporting Threshold; or
2. You or the Claim Administrator or Your medical management, utilization review, [Prescription Benefit Manager,] precertification vendors, or any other party acting on Your behalf, are notified that a Covered Person has been diagnosed with, or treated for, a condition which, if Paid, may result in an Eligible Claims Expense under this Policy that would equal or exceed the High Dollar Reporting Threshold.

In addition, You or the Claim Administrator [and the Prescription Benefit Manager] are required to provide Us with a monthly report that gives:

1. The total amount of Eligible Claims Expenses for all Covered Persons Incurred within the Benefit Period, and Paid by You or on Your behalf during that month; and
2. Detailed demographic information for all Covered Persons in the Plan on the first day of the month, as categorized under Eligible Claims Expenses as shown in the Schedule of Insurance. The report must be provided to Us within 10 days after the end of each month.
3. A detailed claims report in electronic format that includes proof of payment of any expenses submitted to Us for reimbursement, information used to determine how the claim was paid by You or the Claim Administrator, [and the Prescription Benefit Manager,] and any additional information We may require to fulfill Our obligations under this Policy.

SECTION 8 – CLAIMS

Claim Audit. The Policyholder or the Policyholder's Claim Administrator shall keep appropriate records regarding administration of the Plan. We may periodically examine any of Your or the Claim Administrator's records relating to the benefits under this Policy and any claims filed under the Plan. You shall allow Us reasonable access to review and copy all records affecting Our Liability under this Policy. We have the right to audit all claims with respect to Eligible Claims Expenses Paid under the Plan, in the event of a claim for benefits. You and the Claim Administrator shall maintain books and records related to this Policy for a period of no less than the later of 6 years or the term permitted by the state of jurisdiction, after the Policy expires or is terminated according to the provisions of this Policy. This clause shall survive the termination of this Policy, provided there are outstanding liabilities under this Policy.

Notice of Claim. Except for claims exceeding the High Dollar Reporting Threshold, which are subject to the notice requirements in Section 7, Policyholder Reporting, You will submit to Us written notice of claims within 30 days of loss or as soon as reasonably possible. Failure to furnish written notice will not invalidate or reduce any claim, if it was not reasonably possible to provide such written notice within the time period required.

Proof of Loss. You or the Claim Administrator must request payment and provide complete and accurate Proof of Loss, in form and content acceptable to Us, to support a claim no later than within 90 days after the end of the Benefit Period. Claims not filed within this time limit may be denied and result in no benefits being paid by Us. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity, later than one year from the time proof is otherwise required.

Offset. Any payment or overpayment of a claim made to the Policyholder in error or due to the receipt of incorrect information must be promptly refunded to the Company upon notice to the Policyholder of the error or overpayment. We may offset any claims payable to You under this Policy or any previous Stop Loss Insurance Policy with Us, against premiums due and unpaid by You. This right will not prevent the termination of this Policy for non-payment of premium under the Automatic Termination provision in Section 5, Effective Date and Termination.

Payment of Claims. All benefits payable under this Policy will be made to You or Your designated representative and to no one else. In no event will We be liable for any claims which are not Incurred or Paid by the Policyholder within the Benefit Period indicated in the Schedule of Insurance.

Responsibility for Claims under Your Plan. While the determination of benefits under the Plan is Your sole responsibility, We will interpret the terms and conditions of the Plan as it applies to this Policy. We have the authority to approve or deny reimbursements under this Policy.

SECTION 9 – CLAIM ADMINISTRATOR RESPONSIBILITIES

Claim Administrator Responsibilities. The Claim Administrator acts on Your behalf and as Your agent. We shall have no liability for any act or omission by the Claim Administrator. We agree to recognize the Claim Administrator as an agent of the Policyholder. By doing so we do not waive any rights under this Policy.

The Claim Administrator shall:

1. Investigate, audit, calculate, and pay claims in accordance with the Plan, and maintain an accurate record of all claims processed, including expenses not covered under the Plan;
2. Keep and make available to the Company any information possessed by the Claim Administrator to assist the Company in underwriting or administering this Policy, make payments under this Policy, and project future expected claims under the Plan; and
3. Submit a monthly report in an electronic format acceptable to Us, that meets the Reporting Requirements under Section 7, Policyholder Reporting, showing a detailing listing of Paid claims and enrollment numbers detailed by coverage type.

You are solely responsible for the actions of the Claim Administrator and any other agent acting on Your behalf. The Claim Administrator is not Our agent, and does not act on Our behalf. We are not

responsible for any compensation owed to, or claims by, the Claim Administrator or other agents for services provided to, or on behalf of, You or the Plan. This Policy does not make Us a party to any agreement between You and the Claim Administrator, nor does it make the Claim Administrator a party to this Policy.

Claim Administrator Changes. You must give Us written notice of any replacement of a Claim Administrator listed in this Policy at least 31 days prior to the effective date of the replacement. If We do not receive such notice from You prior to the effective date of the replacement, We will have the right to terminate this Policy in accordance with the Termination by the Company provision in Section 5, Effective Date and Termination.

SECTION 10 – GENERAL PROVISIONS

Arbitration. Any controversy or dispute involving Us that arises out of or relates to this Policy, shall be decided by arbitration in the city of the Policyholder's principal place of business, under the rules of the American Arbitration Association. The Policyholder and the Company will each appoint one member of the arbitration panel. The third will be selected by the first two members or by the American Arbitration Association if the two parties cannot agree on the third arbitrator. A majority vote of the panel will decide the dispute and there will be no right of appeal. Any decision of the arbitration panel shall be binding and fully enforceable as if rendered in Court of competent jurisdiction. Each party shall pay its own expenses, including attorney fees, witnesses, experts, and proofs. The parties will share the cost of the arbitration proceedings. This provision shall survive the termination of this Policy.

Assignment. This Policy and amounts payable shall not be sold, assigned, or transferred by You without Our prior written consent.

Clerical Error. Clerical error, whether by You or by Us, will not invalidate coverage otherwise validly in force nor continue coverage otherwise validly terminated. However, upon discovery of such error, an equitable adjustment of premium or benefits will be made. In the event that claims data and/or enrollment information furnished to Us was missing or incorrect, We may recalculate the Key Policy Factors as shown in the Schedule of Insurance using the corrected information.

Conformity with State Statutes. Any provision of this Policy which, on the effective date of this Policy, conflicts with any law of the state where this Policy is issued, shall be deemed to be automatically amended to conform to the minimum requirements of such law.

Entire Contract. The entire contract between You and Us consists of:

1. The Policy including the Schedule of Insurance; and
2. [The Disclosure Statement (a copy of which is attached to this Policy); and]
3. Your Application (a copy of which is attached to this Policy); and
4. Any endorsements included with and made part of this Policy.

[In the absence of fraud,] [A][a]ll statements made by You shall be deemed representations and not warranties. No such statement shall be used in defense of a claim under this Policy unless it is contained in the written Application and is signed by You and is attached to this Policy.

Indemnification. You agree to indemnify, defend and hold Us harmless from any liability, damages of any kind, interest, penalties, or expenses (including without limitation, attorney fees) arising from,

relating to or concerning in any way whatsoever, any dispute or legal action by or involving a Covered Person or a Provider.

Independent Review Organization Extended Benefit. If previously denied Eligible Claims Expenses for a Covered Person are Paid due to a reversal by an independent review organization, and such expenses are then Paid after the Benefit Period, the Benefit Period to pay such expenses will be extended for a period not to exceed 12 months, and such expenses will be excluded from any other benefit period in a subsequent policy. We will consider the date the claim was originally denied as the "Paid" date under this Policy, provided:

1. Such expenses are not eligible for payment under any other policy or group health benefit program; and
2. Such expenses are otherwise payable under the terms of this Policy.

If You terminate this Policy for any reason prior to the last day of the Policy Term shown on the face page of this Policy, this provision will not apply.

Legal Action. Legal action may not be taken to recover on this Policy until 60 days after the date Proof of Loss has been furnished in accordance with the terms of this Policy. Legal action must be taken within 3 years after the time Proof of Loss is required to be furnished.

Misrepresentation/Misstated Data. We have relied upon underwriting information provided by You or the Claim Administrator. If:

1. You make any material misstatement, omission or misrepresentation, whether intentional or unintentional, in the information or documentation that You, the Claim Administrator or any other party acting on Your behalf provide to Us, and which We rely upon during the underwriting of this Policy; or
2. After this Policy is issued, We learn of any expense or claim that was Incurred or Paid, but not reported to Us during the underwriting of this Policy,

We may deny a claim, rescind this Policy or revise the Key Policy Factors and terms, conditions and limitations of this Policy in accordance with Our underwriting practices in effect at the time the Policy was underwritten. Any such revisions may be made retroactive to the effective date of this Policy. This Policy will be incontestable after 2 years from the Policy Effective Date, except for fraudulent misstatements. No statements made by the Policyholder shall be used to void this Policy or deny a claim for loss after it has been in force for 2 years from the Policy Effective Date unless the statement is contained in a written statement signed by the Policyholder.

Non-Participating. This Policy does not pay a dividend and You shall not be entitled to share in Our surplus earnings.

Parties to the Contract. The Policyholder and the Company are the only parties to this Policy. The Company's sole liability under this Policy is to the Policyholder. We will neither have the right or obligation under this Policy to directly pay any Covered Person participant or Provider of Covered Services for any benefit that You have agreed to provide through the terms of the Plan. This Policy does not create any right or legal relationship between the Company and any Covered Person under the Plan. This Policy will not make Us a party to the Plan, or any contract or agreement between the Policyholder and a third party. The Company's obligations under this Policy are limited to the terms, conditions and limitations herein. We are not a plan administrator or a fiduciary with respect to the Plan as those terms are used in the Employee Retirement Income Security Act of 1974, as amended.

Policy Amendments/Changes. No change in this Policy is valid unless it is in writing, approved and signed by one of Our executive officers, and endorsed on or attached to this Policy. Agents or brokers do not have the right to change this Policy, waive any of its provisions, or bind Us in anyway.

Reimbursement. Your rights under the Plan to recover sums Paid during the Benefit Period on behalf of a Covered Person are assigned by You to Us to the extent We reimbursed such sums under this Policy. You agree to promptly recover such sums on Our behalf, at Your cost, by initiating legal action or other effective means. Within 10 days of initiating any action or other means for recovery, You shall notify Us, and We shall have the right to intervene in any suit or other proceeding to protect Our reimbursement rights. We shall be entitled to receive full reimbursement of expenses We paid under this Policy.

Any portion of an Eligible Claims Expense which You recover from a third party:

1. Is not eligible for reimbursement under this Policy; and
2. Cannot be used to satisfy any Attachment Point under this Policy; and
3. Must be repaid to Us if We previously reimbursed You for it.

[Any repayment amount You owe Us may be reduced, with Our consent, by any reasonable and necessary expenses You incurred in obtaining the recovery from the third party. Any repayment amount You owe to Us shall survive the termination of this Policy.

State Assessment Loads. State and Federal laws may assess stop loss insurance carriers based on the number of that state's residents who are covered under stop loss policies. We may increase or adjust the premium rate(s) to cover expected , or retrospective, or incurred state assessment costs.

State Health Care Surcharges. If You pay a state health care surcharge in connection with the payment of Eligible Claims Expenses, the health care surcharge shall be excluded as an Eligible Claims Expense. Penalties or fines of any kind, including but not limited to, penalties or fines associated with the failure to pay or late payment of any health care surcharge or the underlying expenses will not be considered Eligible Claims Expenses.

Your Bankruptcy or Insolvency. Eligible Claims Expenses will not be affected by Your bankruptcy or insolvency. In the event of Your bankruptcy or insolvency, subject to the terms, conditions and limitations of this Policy, We may pay to Your receiver, trustee, liquidator or legal successor amounts otherwise payable under this Policy. We will make such payments only if You have paid all required premiums and have Paid all Eligible Claims Expenses under the Plan, and have complied with all Your obligations under this Policy. The insolvency, bankruptcy, financial impairment, receivership, voluntary plan of arrangement with creditors, or dissolution of the Policyholder or the Policyholder's Claim Administrator will not impose upon Us any liability other than the liability defined in this Policy.

U.S. Economic and Trade Sanctions. Should any coverage provided by this Policy be in violation of any U.S. economic or trade sanctions such as, but not limited to, those sanctions administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"), such coverage shall be null and void. Similarly, any coverage relating to any claim that would be in violation of U.S. economic or trade sanctions as described above shall also be null and void.



BOARD OF DIRECTORS

- STEVE BRANDAU
- NATHAN MAGSIG
- BUDDY MENDES
- LARRY MICARI
- BRIAN PACHECO
- AMY SHUKLIAN
- PETE VANDER POEL

**Meeting Location:
 County of Tulare
 Board of Supervisors Chambers
 2800 W. Burrel Avenue
 Visalia, CA 93291**

AGENDA DATE: December 10, 2021

ITEM NUMBER: Item 12

SUBJECT: Receive Consultant’s Report on COVID-19 Medical Plan Experience with Anthem and Kaiser Through October 2021 (I)

REQUEST(S): That the Board Receive the consultant’s report on COVID-19 experience with Anthem and Kaiser through October 2021.


DESCRIPTION:

From March 1, 2020 through October 31, 2021 the SJVIA has spent \$5,601,352 including \$810,971 on testing and \$4,192,752 on COVID treatment. 3,353 SJVIA members have been vaccinated.

FISCAL IMPACT/FINANCING:

Through October 31, 2021, COVID-19 has had a total of \$5,601,352 impact on the SJVIA and the two Counties.

ADMINISTRATIVE SIGN-OFF:



 Hollis Magill
 SJVIA Manager



 Lupe Garza
 SJVIA Assistant Manager

December 10, 2021

SJVIA Board Meeting: Consultant's Report - COVID-19 Report

At the July 2021 SJVIA Board meeting, Keenan reported on COVID-19 experience under the medical plans. This report provides an update to that report. Keenan reached out to both Anthem and Kaiser to request the data. Anthem provided data from January 1, 2020 through October 29, 2021. Kaiser provided data from September 1, 2020 through August 31, 2021 only. Kaiser could not breakout County of Tulare data since the County has less than 150 employees enrolled in Kaiser. Anthem and Kaiser's reports varied from each other. Keenan attempted to summarize data to provide a consistent report.

COVID Testing

The SJVIA has spent \$810,971 on COVID testing.

Testing Claims	COF	COT	Anthem	Kaiser*	Total
Jan-20	\$0	\$0	\$0		
Feb-20	\$0	\$0	\$0		
Mar-20	\$832	\$682	\$1,514		
Apr-20	\$3,251	\$3,866	\$7,117		
May-20	\$17,673	\$9,782	\$27,455		
Jun-20	\$34,169	\$16,004	\$50,173		
Jul-20	\$43,808	\$18,526	\$62,334		
Aug-20	\$22,386	\$8,627	\$31,013		
Sep-20	\$16,080	\$7,032	\$23,112		
Oct-20	\$20,886	\$9,238	\$30,124		
Nov-20	\$30,019	\$26,714	\$56,733		
Dec-20	\$45,063	\$35,483	\$80,546		
Jan-21	\$37,019	\$33,786	\$70,805		
Feb-21	\$23,343	\$16,974	\$40,317		
Mar-21	\$21,909	\$13,283	\$35,192		
Apr-21	\$17,879	\$8,393	\$26,272		
May-21	\$13,276	\$8,453	\$21,729		
Jun-21	\$17,403	\$5,787	\$23,190		
Jul-21	\$20,620	\$0	\$20,620		
Aug-21	\$39,828	\$0	\$39,828		
Sep-21	\$37,727	\$0	\$37,727		
Oct-21	<u>\$14,087</u>	<u>\$0</u>	<u>\$14,087</u>		
Total	\$477,259	\$222,629	\$699,888	\$111,083	\$810,971

COVID Paid Claims

The SJVIA has spent \$5,601,352 in paid claims for COVID treatment.

Paid Claims*	COF	COT	Anthem	Kaiser	Total
Jan-20	\$0	\$0	\$0	\$0	\$0
Feb-20	\$0	\$0	\$0	\$0	\$0
Mar-20	\$832	\$682	\$1,514	\$0	\$1,514
Apr-20	\$447,529	\$5,043	\$452,572	\$0	\$452,572
May-20	\$19,974	\$9,929	\$29,904	\$75	\$29,979
Jun-20	\$41,872	\$22,481	\$64,353	\$1,985	\$66,338
Jul-20	\$92,858	\$28,263	\$121,122	\$3,844	\$124,966
Aug-20	\$80,422	\$19,298	\$99,719	\$119,608	\$219,327
Sep-20	\$47,647	\$102,951	\$150,597	\$44,887	\$195,484
Oct-20	\$67,958	\$19,477	\$87,436	\$156,817	\$244,253
Nov-20	\$260,760	\$85,923	\$346,683	\$5,323	\$352,006
Dec-20	\$191,086	\$157,714	\$348,800	\$360,410	\$709,210
Jan-21	\$466,944	\$200,234	\$667,178	\$211,924	\$879,102
Feb-21	\$370,616	\$103,476	\$474,092	\$63,782	\$537,874
Mar-21	\$61,587	\$283,478	\$345,065	\$141,145	\$486,210
Apr-21	\$50,862	\$22,624	\$73,486	\$18,163	\$91,649
May-21	\$67,200	\$21,633	\$88,833	\$203,639	\$292,472
Jun-21	\$73,288	\$15,654	\$88,942	\$1,718	\$90,660
Jul-21	\$124,315	\$74,688	\$199,003	\$602	\$199,605
Aug-21	\$284,374	\$235,068	\$519,442	\$255,024	\$774,466
Sep-21	\$139,400	\$74,266	\$213,666		\$213,666
Oct-21	\$24,131	\$19,591	\$43,722		\$43,722
Total	\$2,913,655	\$1,098,751	\$4,012,403	\$1,588,946	\$5,601,352

* Data through 10/21 Anthem, 08/21 Kaiser

The following chart gives details on COVID-19 claimants, testing, and vaccination. Please note Kaiser data is for the most recent 12 months to August 2021. Ninety-five Members spent an average of 9.0 days in the hospital spending \$4,205,446.

SJVIA COVID-19 Activity	Anthem 2020/21			Kaiser (12 months)
	COF	COT	SJVIA	SJVIA
Confirmed Cases	728	597	1,325	224
High Risk	453	407	860	
Non-High Risk	275	190	465	
Admissions	43	33	76	19
ICU Patients	13	8	21	
COVID-19 Claimants	3,169	2,267	5,436	224
Cost PMPM	\$21.60	\$19.07	\$20.54	\$29.67
Total Claim Cost	\$2,907,700	\$1,504,000	\$4,411,700	\$1,463,434
Average length of stay	8.1 days	11.5 days	9.6 days	6.8 days
Inpatient	\$2,000,000	\$879,700	\$2,879,700	\$1,325,746
Outpatient (Non-ED)	\$90,600	\$77,600	\$168,200	\$24,956
Professional	\$602,700	\$417,100	\$1,019,800	\$15,337
ED	\$214,400	\$129,600	\$344,000	\$97,395
Total Testing Cost	\$478,900	\$325,900	\$804,800	\$111,083
Members Fully Vaccinated (FV)	487	500	987	2366
Partially Vaccinated	57	52	109	123
Confirmed Cases after FV	14	15	29	

3,353 Members are fully vaccinated with 232 members partially vaccinated.



BOARD OF DIRECTORS

STEVE BRANDAU

NATHAN MAGSIG

BUDDY MENDES

LARRY MICARI

BRIAN PACHECO

AMY SHUKLIAN

PETE VANDER POEL

**Meeting Location:
County of Tulare
Board of Supervisors Chambers
2800 W. Burrel Avenue
Visalia, CA 93291**

AGENDA DATE: December 10, 2021

ITEM NUMBER: Item 13

SUBJECT: Receive Consultant’s Report on SJVIA JPA Administration and Management Roles and Costs (I)

REQUEST(S): That the Board receive the consultant’s initial report on administration and management roles and costs.

DESCRIPTION:

At the August 27, 2021 SJVIA Board meeting, the Board requested that the SJVIA Managers look at JPA administrative options to the current self-administration being done by the two Counties. This report provides historical costs of the three main JPA categories: Financial Services, JPA Management Services, and Legal Services.

FISCAL IMPACT/FINANCING:

None (Preliminary Report).

ADMINISTRATIVE SIGN-OFF:

Hollis Magill
SJVIA Manager

Lupe Garza
SJVIA Assistant Manager

December 10, 2021

SJVIA Board Meeting: Consultant’s Report Outsourcing of SJVIA Administrative Services

At the August 27, 2021 SJVIA Board meeting, the Board requested that the SJVIA Managers look at JPA administrative options to the current self-administration being done by the two Counties. This report provides the initial results of the historic costs as reported on each Fiscal Year’s Financial Statement’s Report labeled: “ANALYSIS OF ADMINISTRATION, WELLNESS & COMMUNICATIONS (FEES) - RECEIPTS & DISBURSEMENTS.”

As we reviewed the historical fees reported on each line item, it became apparent that some fees would be incurred regardless of whether the current model or a different administrative model of the SJVIA was utilized; e.g., costs for third-party auditors, litigation expenses, bank services, insurances, etc. These were separated from the expenses that are directly related to SJVIA administration (see the appendix for a fiscal year recap for each year).

Other areas that may require further clarification are the allocation of hours and associated costs for SJVIA administration. Were hours and costs correctly and accurately documented in the fiscal year reports? A second more specific question is, were County Counsel’s hours and costs for their part in the ongoing litigation included in the “Litigation” line item or are they included in the “County Counsel Services” line item? Based on getting SJVIA Staff’s input and further clarification on roles and cost, the following exhibit shows the one-year, three-year, five-year, and ten-year annual average of costs:

SJVIA Administration Analysis

HR/Legal/Auditor JPA Disbursements:	FY 20-21	3YR Avg	5 YR Avg	10 YR Avg
Auditor-Treasurer Services	\$ 60,709	\$ 63,525	\$ 93,409	\$103,377
County Counsel Services	\$ 17,809	\$ 56,651	\$ 63,401	\$ 38,073
<u>Human Resources Services</u>	<u>\$ 109,973</u>	<u>\$ 145,289</u>	<u>\$172,751</u>	<u>\$128,502</u>
Total	\$ 188,491	\$ 265,465	\$329,561	\$269,952

Other Disbursements:	FY 20-21	3YR Avg	5 YR Avg	10 YR Avg
Audit Fees	\$ 20,700	\$ 44,348	\$ 40,122	\$ 28,954
Actuary Fees	\$ -	\$ 7,346	\$ 7,007	\$ 3,504
Bank Service Fees	\$ 18,502	\$ 23,792	\$ 20,370	\$ 17,330
Litigation	\$ 32,823	\$ 999,076	\$718,588	\$359,294
Claims Management	\$ -	\$ -	\$ -	\$ 15,209
Wellness	\$ 23,757	\$ 7,919	\$ 4,751	\$123,803
Communications	\$ -	\$ -	\$ -	\$ 6,795
Membership Fees - CHCC	\$ -	\$ -	\$ -	\$ -
<u>Insurance (Liability, Bond, Etc)</u>	<u>\$ 76,051</u>	<u>\$ 72,331</u>	<u>\$ 65,446</u>	<u>\$ 64,021</u>
Total Other Disbursements	\$ 171,833	\$1,154,812	\$856,284	\$618,910

Current SJVIA Administration can be divided into three different categories:

- Financials (County's Auditors Office)
- JPA Administration (Counties' Human Resources Offices)
- Legal (Counties' Counsel's Offices)

In our next report we will look to confirm a budget for each SJVIA administration category and outline a marketing approach for the SJVIA.

SJVIA Administration Analysis From the FY Financial Statement: ANALYSIS OF ADMINISTRATION, WELLNESS & COMMUNICATIONS (FEES) - RECEIPTS & DISBURSEMENTS

HR/Legal/Auditor JPA Disbursements:	<u>FY 10-11</u>	<u>FY 11-12</u>	<u>FY 12-13</u>	<u>FY 13-14</u>	<u>FY 14-15</u>	<u>FY 15-16</u>	<u>FY 16-17</u>	<u>FY 17-18</u>	<u>FY 18-19</u>	<u>FY 19-20</u>	<u>FY 20-21</u>
Auditor-Treasurer Services	\$ 63,600	\$ 107,661	\$ 110,255	\$ 121,483	\$ 110,592	\$ 116,738	\$ 131,908	\$ 144,563	\$ 54,005	\$ 75,860	\$ 60,709
County Counsel Services	\$ 8,012	\$ 9,037	\$ 6,127	\$ 9,067	\$ 12,755	\$ 26,744	\$ 89,258	\$ 57,793	\$ 102,446	\$ 49,698	\$ 17,809
<u>Human Resources Services</u>	\$ -	\$ 12,430	\$ 29,694	\$ 44,424	\$ 112,652	\$ 222,067	\$ 209,467	\$ 218,424	\$ 187,578	\$ 138,315	\$ 109,973
Total	\$ 71,612	\$ 129,128	\$ 146,076	\$ 174,974	\$ 235,999	\$ 365,549	\$ 430,633	\$ 420,780	\$ 344,029	\$ 263,873	\$ 188,491
Other Disbursements:	<u>FY 10-11</u>	<u>FY 11-12</u>	<u>FY 12-13</u>	<u>FY 13-14</u>	<u>FY 14-15</u>	<u>FY 15-16</u>	<u>FY 16-17</u>	<u>FY 17-18</u>	<u>FY 18-19</u>	<u>FY 19-20</u>	<u>FY 20-21</u>
Audit Fees	\$ 8,180	\$ 1,570	\$ 9,750	\$ 24,500	\$ 17,685	\$ 35,420	\$ 21,095	\$ 46,470	\$ 32,200	\$ 80,145	\$ 20,700
Actuary Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13,000	\$ 22,037	\$ -	\$ -
Bank Service Fees	\$ 15,308	\$ 9,342	\$ 9,383	\$ 15,103	\$ 16,738	\$ 20,883	\$ 17,373	\$ 13,098	\$ 22,537	\$ 30,338	\$ 18,502
Litigation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 595,711	\$ 856,199	\$ 2,108,207	\$ 32,823
Claims Management	\$ -	\$ 152,091	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Wellness	\$ -	\$ -	\$ 202,804	\$ 82,276	\$ 434,458	\$ 494,734	\$ -	\$ -	\$ -	\$ -	\$ 23,757
Communications	\$ -	\$ -	\$ 16,866	\$ 26,272	\$ 24,812	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Membership Fees - CHCC	\$ 10,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<u>Insurance (Liability, Bond, Etc)</u>	\$ 35,961	\$ 60,690	\$ 64,480	\$ 90,814	\$ 30,278	\$ 66,719	\$ 86,756	\$ 23,481	\$ 69,317	\$ 71,624	\$ 76,051
Total Other Disbursements	\$ 69,449	\$ 223,693	\$ 303,283	\$ 238,965	\$ 523,971	\$ 617,756	\$ 125,224	\$ 691,760	\$ 1,002,290	\$ 2,290,314	\$ 171,833



BOARD OF DIRECTORS

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AMY SHUKLIAN

PETE VANDER POEL

Meeting Location:
County of Tulare
Board of Supervisors Chambers
2800 W. Burrel Avenue
Visalia, CA 93291

AGENDA DATE: December 10, 2021

ITEM NUMBER: Item 14

SUBJECT: Receive Report on the RFP for SJVIA Consulting Services and Authorize President to Execute Agreement with Keenan & Associates (A)

REQUEST(S): That the Board authorize the President to execute agreement for SJVIA consulting services

DESCRIPTION:

On February 3, 2017 the SJVIA entered into an agreement with Keenan & Associates (Keenan) for health benefits consultation and administration services from February 3, 2017 through December 31, 2019 (“Agreement”). The Agreement provided that the term of the Agreement may be extended for no more than two additional one-year terms. On December 17, 2019 your Board approved Amendment 1 to the Agreement extending the Agreement through December 31, 2020. On October 16, 2020 your Board approved Amendment 2 to the Agreement extending the Agreement for a second and final one-year term through December 31, 2021.

As Keenan is in the fifth and final year of the Agreement, staff released an RFP for consultant services to eleven vendors on July 2, 2021. While questions were received from three vendors, Keenan was the sole respondent to the RFP that closed on July 30, 2021.

Staff recommends entering into a new agreement with Keenan for three years effective January 1, 2022, with the option to extend the agreement for no more than two additional one-year terms.

AGENDA: San Joaquin Valley Insurance Authority

DATE: December 10, 2021

FISCAL IMPACT/FINANCING:

For calendar year 2021, the total annual cost for consulting services provided by Keenan was \$318,000, or \$26,500 per month. The monthly fee for year one of the new agreement is \$22,000, or \$264,000 annually which represents a \$54,000 decrease from current. The monthly fee will increase to \$22,500 for year two, and \$23,000 for year three. Should the agreement be extended for two additional one-year terms, the monthly fee will increase to \$23,500 for year four and \$24,000 for year five.

ADMINISTRATIVE SIGN-OFF:



Hollis Magill
SJVIA Manager



Lupe Garza
SJVIA Assistant Manager

SJVIA CONSULTANT AGREEMENT

This agreement is dated December 10, 2021 and is between KEENAN & ASSOCIATES, a California corporation (“**Consultant**”), and the SAN JOAQUIN VALLEY INSURANCE AUTHORITY, a joint powers agency (“**SJVIA**”).

The SJVIA is a joint exercise of powers authority that negotiates, purchases, or otherwise funds health, pharmacy, vision, and dental insurance (each an “**Insurance Program**,” and collectively “**Insurance Programs**”). The SJVIA makes Insurance Programs available to participating entities, subject to the terms and conditions of an agreement by each participating entity to pay for its respective costs for the Insurance Programs in which it participates.

The SJVIA desires to retain the services of a consultant for health benefits consultation and administration services with specific experience in the public sector, risk-sharing pools, underwriting, self-funded health benefit plans, and the Affordable Care Act.

The Consultant represents and warrants to the SJVIA that it is ready, willing, and able to provide the services desired by the SJVIA subject to the terms and conditions of this agreement, and in cooperation with and under the direction of the SJVIA Board of Directors and SJVIA management.

The parties therefore agree as follows:

Article 1 Consultant’s Obligations

1.1 **Scope of Services.** The Consultant shall perform all of the services described in Exhibit A to this agreement, titled “Scope of Services.”

1.2 **Additional Services.** The Consultant may perform additional services as the SJVIA and the Consultant mutually agree in writing.

1.3 **Key Persons.** The Consultant shall perform all services under this agreement through the following key persons:

Bordan Darm
Lead Senior Consultant

Peter McNamara
Senior Vice President/Supporting Consultant

Laurie LoFranco
Municipalities Practice Leader

1.4 **Standard of Care.** The Consultant acknowledges that the SJVIA is governed by a board of local elected officials, and staffed by local government employees, without health benefits expertise, and without expertise in self-funded pooled-risk plan rate development, actuarial valuations, reserve requirements, reserve calculations, or rate-setting for a self-funded

pooled-risk plan. In performance of services under this agreement, the Consultant shall at all times conform to the standard of care in the industry for a full-service health benefits consultant to a complex, self-funded client such as the SJVIA. The Consultant's conformance to that standard of care under this agreement includes, but is not limited to, the following:

(A) The Consultant shall perform as an informed, experienced, and highly educated advisor providing expert advice that is delivered in an educational, informational, competent, reliable, consistent, and objective manner.

(B) The Consultant shall conduct a review of all information and data used in calculations for rate-setting, reserving, and renewal projections, including, but not limited to, a review of employee census and enrollment data to ensure that the enrollment data used in calculations are reasonable and correctly stated. This includes, but is not limited to, a verification and comparison of SJVIA-reported cash flows and reserve levels and the information used in the experience-reporting and funding projections.

(C) A qualified health actuary shall conduct or supervise the Consultant's renewal analysis. The Consultant shall provide an actuarial report that enables the SJVIA to make well-informed decisions, including current and future funding requirements of the Insurance Programs, rate-setting, reserve types, and reserve levels.

(D) The Consultant shall provide sufficient information to allow the SJVIA to make informed decisions, including scenarios regarding the effects of the Consultant's recommendations.

(E) The Consultant shall adequately explain the risks to the SJVIA of the Consultant's proposed rates and strategies.

(F) The Consultant shall provide a clear and concise explanation of the renewal funding assumptions, including the funding effects of differing assumptions such as enrollment assumptions, trend assumptions, lag assumptions, large claim assumptions, plan design changes, and negotiated contracts.

(G) The Consultant shall provide a clear and concise explanation of limitations in the renewal data that would affect the SJVIA's decision-making, including, but not limited to, plan eligibility, enrollment, enrollment elections, turnover, cash-flow, existing reserve levels, medical and prescription drug trends, plan design changes, and large claims, as well as the effects of other internal and external drivers of costs, such as participating entities' labor negotiations and member enrollments and terminations.

1.5 Cooperation with Management. The Consultant shall at all times cooperate with SJVIA management, which includes the SJVIA Manager, the SJVIA Assistant Manager, the SJVIA Auditor-Treasurer, any employee of the County of Fresno or the County of Tulare who is designated by one of those persons to administer the business and activities of the SJVIA, and legal counsel to the SJVIA. That cooperation includes reporting promptly to the SJVIA Manager and the SJVIA Assistant Manager any material oral or written communications received by the Consultant from a participating entity, prospective participating entity, or contractor of the SJVIA.

1.6 **Communications to Participating Entities.** The Consultant shall provide to SJVIA management contemporaneous copies of all written communications of the Consultant on behalf of the SJVIA with any participating entity or prospective participating entity. The Consultant shall maintain written records of oral communications by the Consultant on behalf of the SJVIA to any participating entity or prospective participating entity and shall, promptly upon request by SJVIA management, provide copies of those records.

1.7 **Confidentiality.** The Consultant acknowledges that certain confidential information may be furnished by the SJVIA to the Consultant in connection with the services provided by the Consultant under this agreement ("**Confidential Information**"). The Consultant agrees that it will disclose Confidential Information only to persons who, in the Consultant's reasonable determination, need to know such information in order for the Consultant to provide services under this agreement. Disclosure by the Consultant of any Confidential Information pursuant to the terms of a valid and effective subpoena or order issued by a court of competent jurisdiction, judicial or administrative agency, or by a legislative body or committee is not a violation of this agreement. Confidential Information does not include information that:

(A) Is in the possession of the Consultant prior to its receipt of such information from the SJVIA;

(B) Is or becomes publicly available other than as a result of a breach of this agreement by the Consultant; or

(C) Is or can be independently acquired or developed by the Consultant without violating any of its obligations under this agreement.

1.8 **Compliance with Laws.** The Consultant shall, at its own cost, comply with all applicable federal, state, and local laws in performance of its services under this agreement, including but not limited to workers compensation, labor, and confidentiality laws and regulations.

Article 2 SJVIA's Obligations

2.1 **Information and Data.** Subject to the terms of this agreement, the SJVIA will provide, or authorize the vendors of its Insurance Programs to provide, the Consultant with data and information that is necessary to the Consultant's provision of services under this agreement.

2.2 **Insurance Program Premiums.** The SJVIA acknowledges that it is responsible for payment of premiums for all Insurance Programs.

Article 3
Compensation, Invoices, and Payments

3.1 **Compensation.** The SJVIA agrees to pay, and the Consultant agrees to receive, compensation for the performance of its services under this agreement as described in Exhibit B to this agreement, titled “Compensation.”

3.2 **Invoices.** The Consultant shall submit monthly invoices to the SJVIA.

3.3 **Payment.** The SJVIA will pay all timely-submitted invoices within 30 days of receipt. The Consultant acknowledges that the SJVIA is a local government entity, and does so with notice that the SJVIA’s powers are limited by the California Constitution and by State law, and with notice that the Consultant may receive compensation under this agreement only for services performed according to the terms of this agreement, while this agreement is in effect, and subject to the maximum amount payable under this section. The Consultant further acknowledges that SJVIA staff have no authority to pay the Consultant except as expressly provided in this agreement.

3.4 **Incidental Expenses.** The Consultant is solely responsible for all expenses that are incidental to its performance under this agreement.

Article 4
Term and Termination

4.1 **Term.** This agreement is effective on January 1, 2022 and terminates on December 31, 2024. The term of this agreement may be extended for no more than two additional one-year terms by modification as provided in section 12.1 of this agreement.

4.2 **Termination for Non-Allocation of Funds.** Both parties’ obligations under this agreement are contingent on the approval of funds by the appropriating government agency or agencies. If sufficient funds are not allocated, then the SJVIA, upon 30 days advance written notice to the Consultant, may:

- (A) Modify either or both of the parties’ obligations under this agreement; or
- (B) Terminate this agreement.

4.3 **Termination for Breach; Reinstatement.**

(A) Upon determining that a breach (as defined below) has occurred, the SJVIA Manager may give written notice of the breach to the Consultant. The written notice may suspend performance under this agreement, and shall provide a reasonable time for the Consultant to cure the breach.

(B) If the Consultant fails to cure the breach within the reasonable time stated in the written notice, the SJVIA may terminate this agreement immediately.

(C) For purposes of this section, a breach occurs when the Consultant has:

- (1) Obtained or used funds illegally or improperly;
- (2) Failed to comply with any part of this agreement;
- (3) Submitted a substantially incorrect or incomplete report to the SJVIA; or
- (4) Improperly performed any of its obligations under this agreement.

4.4 **Termination for HIPAA Violation.** The SJVIA may terminate this agreement as provided in Article 8 of this agreement.

4.5 **Termination without Cause.** In circumstances other than those set forth above, the SJVIA may terminate this agreement by giving 30 days advance written notice to the Consultant.

4.6 **No Penalty or Further Obligation.** Any termination of this agreement by the SJVIA under this Article 4, or under Article 8, is without penalty to or further obligation of the SJVIA.

4.7 **SJVIA's Rights upon Termination.** Upon termination for breach under this Article 4, or under Article 8, the SJVIA may demand repayment by the Consultant of any moneys disbursed to the Consultant under this agreement that, in the SJVIA's sole judgment, were not expended in compliance with this agreement. The Consultant shall promptly refund all such monies upon demand. This section survives the expiration or termination of this agreement.

Article 5 Independent Contractor

5.1 **Status.** In performing under this agreement, the Consultant, including its officers, agents, and employees, is at all times acting and performing as an independent contractor, in an independent capacity, and not as an officer, agent, servant, employee, joint venturer, partner, or associate of the SJVIA.

5.2 **Supervision.** The SJVIA has no right to control, supervise, or direct the manner or method of the Consultant's performance under this agreement, but the SJVIA may verify that the Consultant is performing according to the terms and conditions of this agreement (for example by requesting records of communications under section 1.5 of this agreement).

5.3 **Benefits.** Because of its status as an independent contractor, the Consultant has no right to employment rights or benefits. The Consultant is solely responsible for providing to its own employees all employee benefits required by law. The Consultant shall save the SJVIA harmless from all matters relating to the payment of the Consultant's employees, including compliance with Social Security withholding and all related regulations.

5.4 **Services to Others.** The parties acknowledge that, during the term of this agreement, the Consultant may provide services to others unrelated to the SJVIA.

Article 6
Notices

6.1 **Contact Information.** The persons and their addresses having authority to give and receive notices provided for or permitted under this agreement include the following:

For the SJVIA:

SJVIA Manager
SAN JOAQUIN VALLEY INSURANCE AUTHORITY
2220 Tulare Street, 14th Floor
Fresno, CA 93721
SJVIA-Admin@fresnocountyca.gov
(559) 600-1810

For the Consultant:

Keenan & Associates
Attn: Legal Dept.
2355 Crenshaw Blvd., Ste. 200
Torrance, CA 90501

With a second courtesy copy, not alone sufficient as notice to:

Bordan Darm
Lead Senior Consultant
Keenan & Associates
2868 Prospect Park Drive, Suite 600
Rancho Cordova, CA 95670
Bdarm@keenand.com / (916) 859-7160 ext. 4180 / (916) 712-2529 (cell)

6.2 **Method of Delivery.** All notices between the SJVIA and the Consultant provided for or permitted under this agreement must be in writing and delivered either by personal service, by first-class United States mail, by an overnight commercial courier service, or by telephonic facsimile transmission.

(A) A notice delivered by personal service is effective upon service to the recipient.

(B) A notice delivered by first-class United States mail is effective three SJVIA business days after deposit in the United States mail, postage prepaid, addressed to the recipient

(C) A notice delivered by an overnight commercial courier service is effective on the SJVIA business day after deposit with the overnight commercial courier service, delivery fees prepaid, with delivery instructions given for next day delivery, addressed to the recipient.

(D) A notice delivered by telephonic facsimile is effective when transmission to the recipient is completed (but, if such transmission is completed outside of SJVIA business hours, then such delivery shall be deemed to be effective at the next beginning of a SJVIA business day), provided that the sender maintains a machine record of the completed transmission.

6.3 Claims Presentation. For all claims arising from or related to this agreement, nothing in this agreement establishes, waives, or modifies any claims presentation requirements or procedures provided by law, including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section 810).

Article 7

Audits, Inspections, and Public Records

7.1 On-Site Audits and Inspections. The Consultant shall at any time during business hours, and as often as the SJVIA may deem necessary for any reason, make available to the SJVIA for examination all of its records and data with respect to the matters covered by this agreement.

7.2 Document Requests. The Consultant shall at any time, and as often as the SJVIA may deem necessary for any reason, provide copies of any records or data with respect to the matters covered by this agreement as the SJVIA may request.

7.3 Public Records. The SJVIA may publicly disclose this agreement under the Ralph M. Brown Act (California Government Code, Title 5, Division 2, Part 1, Chapter 9, beginning with section 54950). Except as required by Article 8 of this agreement, this agreement, and any record or data that the Consultant may provide to the SJVIA, regardless of whether it is marked as confidential or having restricted access, is subject to public disclosure as a public record under the California Public Records Act (California Government Code, Title 1, Division 7, Chapter 3.5, beginning with section 6250) ("**CPRA**").

7.4 Public Records Act Requests. If the SJVIA receives a written or oral request under the CPRA or a similar law to disclose any document that is in the Consultant's possession but which the SJVIA has a right to possessor control, then the SJVIA may demand, in writing, that the Consultant deliver to the SJVIA, for purposes of public disclosure, the requested records that may be in the possession or control of the Consultant. Within five business days after the SJVIA's demand, the Consultant shall (a) deliver to the SJVIA all of the requested records that are in the Consultant's possession or control, together with a written statement that the Consultant has produced all requested records that are in the Consultant's possession or control, or (b) provide to the SJVIA a written statement that the Consultant does not possess or control any of the requested records. The Consultant shall cooperate with the SJVIA with respect to any SJVIA demand for such records. The Consultant shall indemnify the SJVIA for any award of costs or attorney's fees under the CPRA that results from the Consultant's delay, claim of exemption, failure to produce such records, or failure to cooperate with the SJVIA with respect to any SJVIA demand for such records.

7.5 **State Audit Requirements.** If this agreement exceeds \$10,000, the Consultant is subject to the examination and audit of the California State Auditor, as provided in Government Code section 8546.7, for a period of three years after final payment under this agreement. The obligations under this section survive the termination of this agreement.

7.6 **Ownership of Records.**

(A) Upon the performance of services under this agreement by the Consultant and payment by the SJVIA to the Consultant for those services, every written or electronic writing, document, data, tables, analysis, or reports, including, but not limited to, all insurance documents, insurance policies, memoranda of coverage, certificates of coverage, endorsements to coverage, claims reports and records, loss reports, financial records and statements, claims management agreements and audits, program promotional materials and correspondence between the Consultant and the SJVIA, its participating entities, or both, that is generated as a result of the Consultant's performance of services under this agreement shall remain the exclusive property of the SJVIA. The consultant shall be entitled to keep a copy of such files and documents as may be necessary to demonstrate its performance under this agreement.

(B) In the event of termination or cancellation of this agreement, the Consultant shall return all such records and files to the SJVIA unless the SJVIA requests the Consultant to process any work or file in progress, which the Consultant will continue to process on a time and expense basis or as mutually agreed by the parties in writing. When such work is completed, all records and files relating to the work shall be returned to the SJVIA.

Article 8
Health Insurance Portability and Accountability Act

8.1 The parties to this agreement shall be in strict conformance with all applicable federal and State of California laws and regulations, including but not limited to: Sections 5328, 10850, and 14100.2 et seq. of the California Welfare and Institutions Code; Sections 2.1 and 431.300 et seq. of Title 42, Code of Federal Regulations ("**CFR**"); Section 56 et seq. of the California Civil Code; Sections 11977 and 11812 of Title 22 of the California Code of Regulations; the Health Insurance Portability and Accountability Act, as amended, including but not limited to Section 1320 D et seq. of Title 42, United States Code, and its implementing regulations, including but not limited to Title 45, CFR, Parts 142, 160, 162, and 164 (collectively, "**HIPAA**"); the Health Information Technology for Economic and Clinical health Act, as amended ("**HITECH**"), regarding the confidentiality and security of patient information; and the Genetic Information Nondiscrimination Act of 2008, as amended ("**GINA**"), regarding the confidentiality of genetic information.

8.2 Except as otherwise provided in this agreement, the Consultant, as a business associate of the SJVIA, may use or disclose Protected Health Information ("**PHI**") to perform functions, activities, or services for or on behalf of the SJVIA, as specified in this agreement provided that such use or disclosure does not violate HIPAA. The uses and disclosures of PHI

may not be more expansive than those applicable to SJVIA, as the covered entity under the HIPAA Privacy Rule (45 CFR § 164.500 et seq.), except as authorized for management, administrative, or legal responsibilities of the business associate.

8.3 The Consultant, including its authorized subcontractors and employees, shall protect from unauthorized access, use, or disclosure the names and other identifying information, including genetic information, concerning persons receiving services under the Insurance Programs, except where permitted in order to carry out data aggregation for purposes of health care operations (45 CFR §§ 164.504(e)(2)(i), 164.504(e)(2)(ii)(A), and 164.504(e)(4)(i)). This requirement applies to electronic PHI. The Consultant shall not use such identifying information or genetic information for any purpose other than carrying out the Consultant's obligations under this agreement.

8.4 The consultant, including its authorized subcontractors and employees, shall not disclose any such identifying information or genetic information to any person or entity, except as otherwise specifically permitted by this agreement, authorized by Subpart E of 45 CFR Part 164 or other law, required by the Secretary, or authorized by the client or patient in writing. In using or disclosing PHI that is permitted by this agreement or authorized by law, the Consultant shall make reasonable efforts to limit PHI to the minimum necessary to accomplish the intended purpose of the use, disclosure, or request.

8.5 For the purposes of the above sections, identifying information includes, but is not limited to, name, identifying number, symbol, or other identifying particular assigned to an individual, such as a finger- or voiceprint, or photograph.

8.6 For purposes of the above sections, genetic information includes, but is not limited to, genetic tests of an individual or family members of the individual, manifestation of disease or disorder of an individual or family members of the individual, or any request for or receipt of genetic services by an individual or family members of the individual. Family member means a dependent or any person who is a first, second, third, or fourth degree relative.

8.7 At the request of the SJVIA, and in the time and manner specified by the SJVIA, the Consultant shall provide, to the SJVIA or to an individual, PHI in a designated record set (as defined in 45 CFR § 164.501) in order to meet the requirements of 45 CFR § 164.524 regarding access by individuals to their PHI. With respect to individual requests, the Consultant shall provide access within 30 days of the request. That deadline may be extended if the Consultant cannot provide access and provides the reasons for the delay and the reasonable date when access may be granted. The consultant shall provide PHI in the form and format requested by the SJVIA or the individual.

8.8 The Consultant shall make amendment or amendments to PHI in a designated record set in accordance with 45 CFR § 164.526.

8.9 The Consultant shall provide to the SJVIA or to an individual, in the time and manner specified by the SJVIA, information collected in accordance with 45 CFR § 164.528, to permit

the SJVIA to respond to a request by the individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528.

8.10 The Consultant shall, immediately and without unreasonable delay and in no case later than two business days after discovery, report to the SJVIA's Privacy Officer, in writing, any knowledge or reasonable belief that there has been unauthorized access, viewing, use, disclosure, security incident, or breach of unsecured PHI not permitted by this agreement of which it becomes aware. The notification shall include, to the extent possible, the identification of each individual whose unsecured PHI has been, or is reasonably believed to have been, accessed, acquired, used, disclosed, or breached. The Consultant shall take prompt corrective action to cure any deficiencies and any action pertaining to such unauthorized disclosure required by applicable federal and State of California laws and regulations. The Consultant shall investigate such breach and is responsible for all notifications required by law, regulation, or both, or deemed necessary by the SJVIA, and shall provide a written report of the investigation and reporting required to the SJVIA's Privacy Officer. This written investigation and description of any reporting necessary shall be postmarked as mailed to the SJVIA's Privacy Officer within 30 working days of the discovery of the breach.

8.11 The Consultant shall make its internal practices, books, and records relating to the use and disclosure of PHI received from SJVIA, or created or received by the Consultant on behalf of the SJVIA, in compliance with the HIPAA Privacy Rule, including but not limited to the requirements set forth in 45 CFR Parts 160 and 164. The Consultant shall make its internal practices, books, and records relating to the use and disclosure of PHI received from the SJVIA, or created or received by the Consultant on behalf of the SJVIA, available to the United States Department of Health and Human Services upon demand.

8.12 The Consultant shall cooperate with the compliance and investigation reviews conducted by the Secretary. The Consultant must provide PHI access to the Secretary during the Consultant's normal business hours, but upon exigent circumstances shall also grant access at any time. Upon the Secretary's compliance or investigation review, if PHI is unavailable to the Consultant and in possession of a subcontractor, the Consultant must certify to the Secretary its efforts to obtain the information.

8.13 **Safeguards.** The Consultant shall implement administrative, physical, and technical safeguards as required by the HIPAA Security Rule, Subpart C of 45 CFR Part 164, that reasonably and appropriately protects the confidentiality, integrity, and availability of PHI, including electronic PHI, that it creates, receives, maintains or transmits on behalf of the SJVIA and to prevent unauthorized access, viewing, use, disclosure, or breach of PHI other than as provided for by this agreement. The Consultant shall conduct an accurate and thorough assessment of the potential risks and vulnerabilities to the confidential, integrity and availability of electronic PHI. The Consultant shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Consultant's operations and the nature and scope of its activities. Upon the SJVIA's request, the Consultant shall provide the SJVIA with information concerning such safeguards.

8.14 **Security Safeguards and Precautions.** The Consultant shall implement strong access controls and other security safeguards and precautions in order to restrict logical and physical access to confidential, personal (e.g., PHI) or sensitive data to authorized users only.

8.15 **Password Controls.** Those safeguards and precautions shall include the following administrative and technical password controls for all systems used to process or store confidential, personal, or sensitive data.

(A) Passwords must not be:

(1) Shared or written down where they are accessible or recognizable by anyone else; such as taped to computer screens, stored under keyboards, or visible in a work area;

(2) A dictionary word; or

(3) Stored in clear text

(B) Passwords must be:

(1) Eight characters or more in length;

(2) Changed every 90 days;

(3) Changed immediately if revealed or compromised; and

(4) Composed of characters from at least three of the following four groups from the standard keyboard: (i) upper case letters (A-Z); (ii) lowercase letters (a-z); (iii) Arabic numerals (0 through 9); and (iv) non-alphanumeric characters (punctuation symbols).

8.16 **Security Controls.** The Consultant shall implement the following security controls on each workstation or portable computing device (e.g., laptop computer) containing confidential, personal, or sensitive data:

(A) Network-based firewall and/or personal firewall;

(B) Continuously updated anti-virus software; and

(C) Patch management process including installation of all operating system/software vendor security patches.

8.17 **Encryption.** The Consultant shall use a commercial encryption solution that has received FIPS 140-2 validation to encrypt all confidential, personal, or sensitive data stored on portable electronic media (including, but not limited to, compact disks and thumb drives) and on portable computing devices (including, but not limited to, laptop and notebook computers).

8.18 **Data Transmission.** The Consultant shall not transmit confidential, personal, or sensitive data via e-mail or other internet transport protocol unless the data is encrypted by a solution that has been validated by the National Institute of Standards and Technology (NIST)

as conforming to the Advanced Encryption Standard (AES) Algorithm. The Consultant must apply appropriate sanctions against its employees who fail to comply with these safeguards. The Consultant must adopt procedures for terminating access to PHI when employment of employee ends.

8.19 Mitigation of Harmful Effects. The Consultant shall mitigate, to the extent practicable, any harmful effect that is suspected or known to the Consultant of an unauthorized access, viewing, use, disclosure, or breach of PHI by the Consultant or its subcontractors in violation of the requirements of this Article 8. The Consultant must document suspected or known harmful effects and the outcome of any mitigation.

8.20 Consultant's Subcontractors. The Consultant shall ensure that each of its contractors, including subcontractors, if applicable, to whom the Consultant provides PHI received from or created or received by the Consultant from or on behalf of the SJVIA, agrees to the same restrictions, safeguards, and conditions that apply to the Consultant with respect to such PHI and to incorporate, when applicable, the relevant provisions of these provisions into each subcontract or sub-award to such agents or subcontractors.

8.21 Employee Training and Discipline. The Consultant shall train and use reasonable measures to ensure compliance with the requirements of the provisions of this Article 8 by employees who assist in the performance of functions or activities on behalf of the SJVIA under this agreement and use or disclose PHI and discipline such employees who intentionally violate any provisions of these provisions, including termination of employment.

8.22 Termination for Breach. Upon the SJVIA's knowledge of a material breach of these provisions by the Consultant, the SJVIA shall either:

(A) Provide an opportunity for the Consultant to cure the breach or end the violation, and terminate this agreement if the Consultant does not cure the breach or end the violation within the time specified by the SJVIA; or

(B) Immediately terminate this agreement if the Consultant has breached a material term of these provisions and cure is not possible.

(C) If neither cure nor termination is feasible, the SJVIA's Privacy Officer shall report the violation to the Secretary.

8.23 Termination after Judicial or Administrative Proceedings. The SJVIA may terminate this agreement if: (1) the Consultant is found guilty in a criminal proceeding for a violation of the HIPAA Privacy or Security Laws or the HITECH Act; or (2) there is a finding or stipulation that the Consultant has violated a privacy or security standard or requirement of the HITECH Act, HIPAA, or other security or privacy laws in an administrative or civil proceeding in which the Consultant is a party.

8.24 Obligations upon Termination. Upon termination or expiration of this agreement for any reason, the Consultant shall return or destroy all PHI received from the SJVIA (or created or received by the Consultant on behalf of SJVIA) that the Consultant still maintains in any form,

and shall retain no copies of such PHI. If return or destruction of PHI is not feasible, the Consultant shall continue to extend the protections of these provisions to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. This provision applies to PHI that is in the possession of subcontractors or agents, if applicable, of the Consultant. If the Consultant destroys the PHI data, the Consultant shall provide to the SJVIA a certification of date and time of destruction

8.25 **Disclaimer.** The SJVIA makes no warranty or representation that compliance by the Consultant with the provisions of this Article 8, HIPAA, or HITECH will be adequate or satisfactory for the Consultant's own purposes or that any information in the Consultant's possession or control, or transmitted or received by the Consultant, is or will be secure from unauthorized access, viewing, use, disclosure, or breach. The Consultant is solely responsible for all decisions made by the Consultant regarding the safeguarding of PHI.

8.26 **Amendment.** The parties acknowledge that federal and state laws relating to electronic data security and privacy are rapidly evolving and that amendment of these provisions may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to amend this agreement in order to implement the standards and requirements of HIPAA, HITECH, and other applicable laws relating to the security or privacy of PHI. The SJVIA may terminate this agreement upon 30 days written notice if the Consultant does not enter into an amendment providing assurances regarding the safeguarding of PHI that the SJVIA in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA and HITECH.

8.27 **Interpretation.** The terms of this Article 8 shall be interpreted as broadly as necessary to implement and comply with HIPAA and applicable State of California laws. The parties agree that any ambiguity in the terms and conditions of these provisions shall be resolved in favor of a meaning that complies and is consistent with HIPAA.

8.28 **Regulatory References.** Any reference in this agreement to a law or regulation means the law or regulation as in effect or as amended.

8.29 **Survival.** The obligations of the Consultant as provided in this Article 8 survive the termination or expiration of this agreement.

8.30 **Definitions.** For purposes of this Article 8:

(A) The SJVIA's Privacy Officer is the SJVIA Manager.

(B) The Secretary is as defined in 45 CFR § 160.103

Article 9 Indemnity

9.1 **Indemnification.** The Consultant shall indemnify and defend the SJVIA (including its officers, agents, employees, and volunteers) against all claims, demands, injuries, damages, costs, expenses (including attorney fees and costs), fines, penalties, and liabilities of any kind to

the SJVIA, the Consultant, or any third party that arise from or relate to the performance or failure to perform by the Consultant (or any of its officers, agents, or employees) under this agreement. The SJVIA may conduct or participate in its own defense without affecting the Consultant's obligation to indemnify or defend the SJVIA.

9.2 **Limitation.** The indemnity required by this agreement, including section 9.1, is not intended, and shall not be construed, to exceed the limitations in California Civil Code sections 2782 through 2784.5.

9.3 **Survival.** This Article 9 survives the expiration or termination of this agreement.

Article 10 Data Security

10.1 **Definitions.** Capitalized terms used in this agreement have the meanings set forth in this section 10.1:

(A) **"Authorized Employees"** means the Consultant's employees who have access to Personal Information.

(B) **"Authorized Persons"** means: (i) any and all Authorized Employees; and (ii) any and all of the Consultant's subcontractors, representatives, agents, outsourcers, and consultants, and providers of professional services to the Consultant, who have access to Personal Information and are bound by law or in writing by confidentiality obligations sufficient to protect Personal Information in accordance with the terms of this Article 10.

(C) **"Disclose"** or any derivative of that word means to disclose, release, transfer, disseminate, or otherwise provide access to or communicate all or any part of any Personal Information orally, in writing, or by electronic or any other means to any person.

(D) **"Manager"** means the SJVIA Manager or the SJVIA Assistant Manager.

(E) **"Person"** means any natural person, corporation, partnership, limited liability company, firm, or association.

(F) **"Personal Information"** means any and all information, including any data, provided, or to which access is provided, to the Consultant by or upon the authorization of the SJVIA, under this Agreement, including but not limited to vital records, that: (i) identifies, describes, or relates to, or is associated with, or is capable of being used to identify, describe, or relate to, or associate with, a person (including, without limitation, names, physical descriptions, signatures, addresses, telephone numbers, e-mail addresses, education, financial matters, employment history, and other unique identifiers, as well as statements made by or attributable to the person); (ii) is used or is capable of being used to authenticate a person (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or personal identification numbers (PINs), financial account numbers, credit report information, answers to security questions, and other personal identifiers); or (iii) is

personal information within the meaning of California Civil Code section 1798.3, subdivision (a), or 1798.80, subdivision (e). Personal Information does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.

(G) “**Privacy Practices Complaint**” means a complaint received by the SJVIA relating to the Consultant’s (or any Authorized Person’s) privacy practices, or alleging a Security Breach. Such complaint shall have sufficient detail to enable the SJVIA to promptly investigate and take remedial action under this Article 10.

(H) “**Security Breach**” means (i) any act or omission that compromises either the security, confidentiality, value, or integrity of any Personal Information or the Security Safeguards, or (ii) any unauthorized Use, Disclosure, or modification of, or any loss or destruction of, or any corruption of or damage to, any Personal Information.

(I) “**Security Safeguards**” means physical, technical, administrative or organizational security procedures and practices put in place by the Consultant (or any Authorized Persons) that relate to the protection of the security, confidentiality, value, or integrity of Personal Information. Security Safeguards shall satisfy the minimal requirements set forth in section 10.3(C) of this agreement.

(J) “**Use**” or any derivative thereof means to receive, acquire, collect, apply, manipulate, employ, process, transmit, disseminate, access, store, disclose, or dispose of Personal Information.

10.2 **Standard of Care.**

(A) The Consultant acknowledges that, in the course of its engagement by the SJVIA under this agreement, the Consultant, or any Authorized Persons, may Use Personal Information only as permitted in this agreement.

(B) The Consultant acknowledges that Personal Information is deemed to be confidential information of, or owned by, the SJVIA (or persons from whom the SJVIA receives or has received Personal Information) and is not confidential information of, or owned or by, the Consultant, or any Authorized Persons. The Consultant further acknowledges that all right, title, and interest in or to the Personal Information remains in the SJVIA (or persons from whom the SJVIA receives or has received Personal Information) regardless of the Consultant’s, or any Authorized Person’s, Use of that Personal Information.

(C) The Consultant agrees and covenants in favor of the SJVIA that the Consultant shall:

(1) keep and maintain all Personal Information in strict confidence, using such degree of care under this section 10.2 as is reasonable and appropriate to avoid a Security Breach;

(2) Use Personal Information exclusively for the purposes for which the Personal Information is made accessible to the Consultant pursuant to the terms of this Article 10;

(3) not Use, Disclose, sell, rent, license, or otherwise make available Personal Information for the Consultant's own purposes or for the benefit of anyone other than the SJVIA, without the SJVIA's express prior written consent, which the SJVIA may give or withhold in its sole and absolute discretion; and

(4) not, directly or indirectly, Disclose Personal Information to any person (an **"Unauthorized Third Party"**) other than Authorized Persons pursuant to this Agreement, without the Manager's express prior written consent.

(D) Notwithstanding the foregoing paragraph, in any case in which the Consultant believes it, or any Authorized Person, is required to disclose Personal Information to government regulatory authorities, or pursuant to a legal proceeding, or otherwise as may be required by applicable law, Consultant shall (i) immediately notify the SJVIA of the specific demand for, and legal authority for the disclosure, including providing the SJVIA with a copy of any notice, discovery demand, subpoena, or order, as applicable, received by the Consultant, or any Authorized Person, from any government regulatory authorities, or in relation to any legal proceeding, and (ii) promptly notify the SJVIA before such Personal Information is offered by the Consultant for such disclosure so that the SJVIA may have sufficient time to obtain a court order or take any other action the SJVIA may deem necessary to protect the Personal Information from such disclosure, and the Consultant shall cooperate with the SJVIA to minimize the scope of such disclosure of such Personal Information.

(E) The Consultant shall remain liable to the SJVIA for the actions and omissions of any Unauthorized Third Party concerning its Use of such Personal Information as if they were the Consultant's own actions and omissions.

10.3 **Information Security.**

(A) The Consultant covenants, represents and warrants to the SJVIA that the Consultant's Use of Personal Information under this Agreement does and will at all times comply with all applicable federal, state, and local, privacy and data protection laws, as well as all other applicable regulations and directives, including but not limited to California Civil Code, Division 3, Part 4, Title 1.81 (beginning with section 1798.80), and the Song-Beverly Credit Card Act of 1971 (California Civil Code, Division 3, Part 4, Title 1.3, beginning with section 1747). If the Consultant Uses credit, debit or other payment cardholder information, the Consultant shall at all times remain in compliance with the Payment Card Industry Data Security Standard ("PCI DSS") requirements, including remaining aware at all times of changes to the PCI DSS and promptly implementing and maintaining all procedures and practices as may be necessary to remain in compliance with the PCI DSS, in each case, at the Consultant's sole cost and expense.

(B) The Consultant covenants, represents and warrants to the SJVIA that, as of the effective date of this agreement, the Consultant has not received notice of any violation of any privacy or data protection laws, as well as any other applicable regulations or directives, and is not the subject of any pending legal action or investigation by, any government regulatory authority regarding same.

(C) Without limiting the Consultant's obligations under section 10.3(A) of this agreement, the Consultant's (or Authorized Person's) Security Safeguards shall be no less rigorous than accepted industry practices and, at a minimum, include the following:

(1) limiting Use of Personal Information strictly to the Consultant's and Authorized Persons' technical and administrative personnel who are necessary for the Consultant's, or Authorized Persons', Use of the Personal Information pursuant to this agreement;

(2) ensuring that all of the Consultant's connectivity to SJVIA computing systems will only be through the SJVIA's security gateways and firewalls, and only through security procedures approved upon the express prior written consent of the Manager;

(3) to the extent that they contain or provide access to Personal Information, (a) securing business facilities, data centers, paper files, servers, back-up systems and computing equipment, operating systems, and software applications, including, but not limited to, all mobile devices and other equipment, operating systems, and software applications with information storage capability; (b) employing adequate controls and data security measures, both internally and externally, to protect (1) the Personal Information from potential loss or misappropriation, or unauthorized Use, and (2) the SJVIA's operations from disruption and abuse; (c) having and maintaining network, device application, database and platform security; (d) maintaining authentication and access controls within media, computing equipment, operating systems, and software applications; and (e) installing and maintaining in all mobile, wireless, or handheld devices a secure internet connection, having continuously updated anti-virus software protection and a remote wipe feature always enabled, all of which is subject to express prior written consent of the Manager;

(4) encrypting all Personal Information at advance encryption standards of Advanced Encryption Standards (AES) of 128 bit or higher (a) stored on any mobile devices, including but not limited to hard disks, portable storage devices, or remote installation, or (b) transmitted over public or wireless networks (the encrypted Personal Information must be subject to password or pass phrase, and be stored on a secure server and transferred by means of a Virtual Private Network (VPN) connection, or another type of secure connection, all of which is subject to express prior written consent of the Manager);

(5) strictly segregating Personal Information from all other information of the Consultant, including any Authorized Person, or anyone with whom the Consultant or

any Authorized Person deals so that Personal Information is not commingled with any other types of information;

(6) having a patch management process including installation of all operating system and software vendor security patches;

(7) maintaining appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks of Authorized Employees consistent with applicable law; and

(8) providing appropriate privacy and information security training to Authorized Employees.

(D) During the term of each Authorized Employee's employment by the Consultant, the Consultant shall cause such Authorized Employees to abide strictly by the Consultant's obligations under this Article 10. The Consultant shall maintain a disciplinary process to address any unauthorized Use of Personal Information by any Authorized Employees.

(E) The Consultant shall, in a secure manner, backup daily, or more frequently if it is the Consultant's practice to do so more frequently, Personal Information received from the SJVIA, and the SJVIA shall have immediate, real time access, at all times, to such backups via a secure, remote access connection provided by the Consultant, through the Internet.

(F) The Consultant shall provide the SJVIA with the name and contact information for each Authorized Employee (including such Authorized Employee's work shift, and at least one alternate Authorized Employee for each Authorized Employee during such work shift) who shall serve as the SJVIA's primary security contact with the Consultant and shall be available to assist the SJVIA twenty-four (24) hours per day, seven (7) days per week as a contact in resolving the Consultant's and any Authorized Persons' obligations associated with a Security Breach or a Privacy Practices Complaint.

(G) The Consultant shall not knowingly include or authorize any Trojan Horse, back door, time bomb, drop dead device, worm, virus, or other code of any kind that may disable, erase, display any unauthorized message or otherwise impair SJVIA computing systems, with or without the intent to cause harm.

10.4 Security Breach Procedures.

(A) Immediately upon the Consultant's awareness or reasonable belief of a Security Breach, the Consultant shall (i) notify the Manager of the Security Breach, such notice to be given first by telephone at the following telephone number, followed promptly by email at the following email address: (559) 600-1810 / SJVIA-Admin@fresnocountyca.gov (which telephone number and email address the SJVIA may update by providing notice to the Consultant), and (ii) preserve all relevant evidence (and cause any affected Authorized Person to preserve all relevant evidence) relating to

the Security Breach. The notification shall include, to the extent reasonably possible, the identification of each type and the extent of Personal Information that has been, or is reasonably believed to have been, breached, including but not limited to, compromised, or subjected to unauthorized Use, Disclosure, or modification, or any loss or destruction, corruption, or damage.

(B) Immediately following the Consultant's notification to the SJVIA of a Security Breach, as provided pursuant to section 10.4(A) of this agreement, the parties shall coordinate with each other to investigate the Security Breach. The Consultant agrees to fully cooperate with the SJVIA, including, without limitation:

(1) assisting the SJVIA in conducting any investigation;

(2) providing the SJVIA with physical access to the facilities and operations affected;

(3) facilitating interviews with Authorized Persons and any of the Consultant's other employees knowledgeable of the matter; and

(4) making available all relevant records, logs, files, data reporting and other materials required to comply with applicable law, regulation, industry standards, or as otherwise reasonably required by the SJVIA.

To that end, the Consultant shall, with respect to a Security Breach, be solely responsible, at its cost, for all notifications required by law and regulation, or deemed reasonably necessary by the SJVIA, and the Consultant shall provide a written report of the investigation and reporting required to the Manager within 30 days after the Consultant's discovery of the Security Breach.

(C) The SJVIA shall promptly notify the Consultant of the Manager's knowledge, or reasonable belief, of any Privacy Practices Complaint, and upon the Consultant's receipt of notification thereof, the Consultant shall promptly address such Privacy Practices Complaint, including taking any corrective action under this Article 10, all at the Consultant's sole expense, in accordance with applicable privacy rights, laws, regulations and standards. If the Consultant discovers a Security Breach, the Consultant shall treat the Privacy Practices Complaint as a Security Breach. Within 24 hours of the Consultant's receipt of notification of such Privacy Practices Complaint, the Consultant shall notify the SJVIA whether the matter is a Security Breach, or otherwise has been corrected and the manner of correction, or determined not to require corrective action and the reason therefor.

(D) The Consultant shall take prompt corrective action to respond to and remedy any Security Breach and take mitigating actions, including but not limiting to, preventing any reoccurrence of the Security Breach and correcting any deficiency in Security Safeguards as a result of such incident, all at the Consultant's sole expense, in accordance with applicable privacy rights, laws, regulations and standards. The Consultant shall reimburse the SJVIA for all reasonable costs incurred by the SJVIA in

responding to, and mitigating damages caused by, any Security Breach, including all costs of the SJVIA incurred relation to any litigation or other action described section 10.4(E) of this agreement.

(E) The Consultant agrees to cooperate, at its sole expense, with the SJVIA in any litigation or other action to protect the SJVIA's rights relating to Personal Information, including the rights of persons from whom the SJVIA receives Personal Information.

10.5 Oversight of Security Compliance.

(A) The Consultant shall have and maintain a written information security policy that specifies Security Safeguards appropriate to the size and complexity of the Consultant's operations and the nature and scope of its activities.

(B) Upon the SJVIA's written request, to confirm the Consultant's compliance with this Article 10, as well as any applicable laws, regulations and industry standards, the Consultant grants the SJVIA or, upon the SJVIA's election, a third party on the SJVIA's behalf, permission to perform an assessment, audit, examination or review of all controls in the Consultant's physical and technical environment in relation to all Personal Information that is Used by the Consultant pursuant to this agreement. The Consultant shall fully cooperate with such assessment, audit or examination, as applicable, by providing the SJVIA or the third party on the SJVIA's behalf, access to all Authorized Employees and other knowledgeable personnel, physical premises, documentation, infrastructure and application software that is Used by the Consultant for Personal Information pursuant to this agreement. In addition, the Consultant shall provide the SJVIA with the results of any audit by or on behalf of the Consultant that assesses the effectiveness of the Consultant's information security program as relevant to the security and confidentiality of Personal Information Used by the Consultant or Authorized Persons during the course of this agreement under this Article 10.

(C) The Consultant shall ensure that all Authorized Persons who Use Personal Information agree to the same restrictions and conditions in this Article 10 that apply to the Consultant with respect to such Personal Information by incorporating the relevant provisions of these provisions into a valid and binding written agreement between the Consultant and such Authorized Persons, or amending any written agreements to provide same.

10.6 Return or Destruction of Personal Information. Upon the expiration or termination of this agreement, the Consultant shall, and shall instruct all Authorized Persons to, promptly return to the SJVIA all Personal Information, whether in written, electronic or other form or media, in its possession or the possession of such Authorized Persons, in a machine readable form used by the SJVIA at the time of such return, or upon the express prior written consent of the Manager, securely destroy all such Personal Information, and certify in writing to the the SJVIA that such Personal Information have been returned to the SJVIA or disposed of securely, as applicable. If the Consultant is authorized to dispose of any such Personal Information, as provided in this Article 10, such certification shall state the date, time, and manner (including

standard) of disposal and by whom, specifying the title of the individual. The Consultant shall comply with all reasonable directions provided by the Manager with respect to the return or disposal of Personal Information and copies thereof. If return or disposal of such Personal Information or copies of Personal Information is not feasible, the Consultant shall notify the SJVIA accordingly, specifying the reason, and continue to extend the protections of this Article 10 to all such Personal Information and copies of Personal Information. The Consultant shall not retain any copy of any Personal Information after returning or disposing of Personal Information as required by this section 10.6. The Consultant's obligations under this section 10.6 survive the expiration or termination of this agreement and apply to all Personal Information that the Consultant retains if return or disposal is not feasible and to all Personal Information that the Consultant may later discover.

10.7 **Equitable Relief.** The Consultant acknowledges that any breach of its covenants or obligations set forth in this Article 10 may cause the SJVIA irreparable harm for which monetary damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, the SJVIA is entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance and any other relief that may be available from any court, in addition to any other remedy to which the SJVIA may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available to the SJVIA at law or in equity or under this agreement.

10.8 **Indemnity.** The Consultant shall defend, indemnify and hold harmless the SJVIA, its officers, employees, and agents, (each, an "**SJVIA Indemnitee**") from and against any and all infringement of intellectual property including, but not limited to infringement of copyright, trademark, and trade dress, invasion of privacy, information theft, and extortion, unauthorized Use, Disclosure, or modification of, or any loss or destruction of, or any corruption of or damage to, Personal Information, Security Breach response and remedy costs, credit monitoring expenses, forfeitures, losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, fines and penalties (including regulatory fines and penalties), costs or expenses of whatever kind, including attorneys' fees and costs, the cost of enforcing any right to indemnification or defense under this Article 10 and the cost of pursuing any insurance providers, arising out of or resulting from any third party claim or action against any SJVIA Indemnitee in relation to the Consultant's, its officers, employees, or agents, or any Authorized Employee's or Authorized Person's, performance or failure to perform under this Article 10 or arising out of or resulting from the Consultant's failure to comply with any of its obligations under this section 10.8. The provisions of this section 10.8 do not apply to the acts or omissions of the SJVIA. The provisions of this section 10.8 are cumulative to any other obligation of the SJVIA to, defend, indemnify, or hold harmless any SJVIA Indemnitee under this agreement. The provisions of this section 10.8 shall survive the expiration or termination of this agreement.

10.9 **Survival.** The respective rights and obligations of the Consultant and the SJVIA as stated in this Article 10 shall survive the expiration or termination of this agreement.

10.10 **No SJVIA Warranty.** The SJVIA does not make any warranty or representation whether any Personal Information in the Consultant's (or any Authorized Person's) possession

or control, or Use by the Consultant (or any Authorized Person), pursuant to the terms of this agreement is or will be secure from unauthorized Use, or a Security Breach or Privacy Practices Complaint.

Article 11 Insurance

11.1 Policy and Coverage Requirements. Without limiting the SJVIA's right to obtain indemnification from the Consultant or any third parties, the Consultant, at its sole expense, shall maintain in full force and effect, the following insurance policies throughout the term of this agreement.

(A) **Commercial General Liability.** Commercial general liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000). The Consultant shall obtain an endorsement to this policy naming the SJVIA, its officers, agents, employees, and volunteers, individually and collectively, as additional insureds, but only insofar as the operations under this agreement are concerned. Such coverage for additional insureds will apply as primary insurance and any other insurance, or self-insurance, maintained by the SJVIA is excess only and not contributing with insurance provided under the Consultant's policy. The Consultant's deductible or self-insured retention may not exceed Zero Dollars (\$0).

(B) **Automobile Liability.** Automobile liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for property damages. Coverage must include any auto used in connection with this Agreement.

(C) **Professional Liability.** Professional liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Three Million Dollars (\$3,000,000). If this is a claims-made policy, then (1) the retroactive date must be prior to the date on which services began under this Agreement; (2) the Consultant shall maintain the policy and provide to the SJVIA annual evidence of insurance for not less than five years after completion of services under this agreement; and (3) if the policy is canceled or not renewed, and not replaced with another claims-made policy with a retroactive date prior to the date on which services begin under this agreement, then the Consultant shall purchase extended reporting coverage on its claims-made policy for a minimum of five years after completion of services under this agreement. The Consultant's deductible or self-insured retention may not exceed Two Hundred Fifty Thousand Dollars (\$250,000).

(D) **Workers Compensation.** Workers compensation insurance as required by the California Labor Code.

(E) **Cyber Liability.** Cyber liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence. Coverage must include, but not be limited to, claims involving Cyber Risks. The cyber liability policy must be endorsed to cover the full

replacement value of damage to, alteration of, loss of, or destruction of intangible property (including but not limited to information or data) that is in the care, custody, or control of the Consultant.

Definition of Cyber Risks. "Cyber Risks" include but are not limited to (i) Security Breaches, which may include Disclosure of Personal Information to an Unauthorized Third Party; (ii) breach of any of the Consultant's obligations under Article 10 of this Agreement; (iii) infringement of intellectual property, including but not limited to infringement of copyright, trademark, and trade dress; (iv) invasion of privacy, including release of private information; (v) information theft; (vi) damage to or destruction or alteration of electronic information; (vii) extortion related to the Consultant's obligations under this Agreement regarding electronic information, including Personal Information; (viii) network security; (ix) data breach response costs, including Security Breach response costs; (x) regulatory fines and penalties related to the Consultant's obligations under this Agreement regarding electronic information, including Personal Information; and (xi) credit monitoring expenses.

11.2 **Verification of Coverage.** Within 30 days after the Consultant signs this agreement, the Consultant shall deliver, or cause its broker or producer to deliver, to SJVIA Administration, at 2220 Tulare Street, Suite 1400, Fresno, California 93721, or SJVIA-Admin@fresnocountyca.gov, copies of insurance policies as produced by the broker or producer, and certificates of insurance and endorsements for all of the coverages required under this agreement.

(A) Except as provided below, all insurance certificates must state that: (1) the insurance coverage has been obtained and is in full force; (2) the SJVIA, its officers, agents, employees, and volunteers are not responsible for any premiums on the policy; (3) the Consultant's deductible or self-insured retention does not exceed the amount provided in this Agreement; and (4) the Consultant has waived its right to recover from the SJVIA, its officers, agents, employees, and volunteers any amounts paid under any insurance policy required by this agreement and that waiver does not invalidate the insurance policy. The insurance certificate for the Consultant's professional liability insurance may omit item (4) above.

(B) The commercial general liability insurance certificate must also state that: (1) the SJVIA, its officers, agents, employees, and volunteers, individually and collectively, are additional insureds insofar as the operations under this agreement are concerned; (2) the coverage shall apply as primary insurance and any other insurance, or self-insurance, maintained by the SJVIA shall be excess only and not contributing with insurance provided under the Consultant's policy.

(C) The automobile liability insurance certificate must state that the policy covers any auto used in connection with this agreement.

(D) The professional liability insurance certificate, if it is a claims-made policy, must also state the retroactive date of the policy, which must be prior to the date on which services began under this agreement.

(E) The cyber liability insurance certificate must also state that it is endorsed to cover the full replacement value of damage to, alteration of, loss of, or destruction of intangible property (including but not limited to information or data) that is in the care, custody, or control of the Consultant.

11.3 Acceptability of Insurers. All insurance policies required under this agreement must be issued by admitted insurers licensed to do business in the State of California and possessing at all times during the term of this agreement an A.M. Best, Inc. rating of A:VII or greater.

11.4 Notice of Cancellation or Change. For each insurance policy required under this agreement, the Consultant shall provide to the SJVIA, or ensure that the policy requires the insurer to provide to the SJVIA, written notice of any cancellation or change in the policy as required in this paragraph. For cancellation of the policy for nonpayment of premium, the Consultant shall, or shall cause the insurer to, provide written notice to the SJVIA not less than 10 days in advance of cancellation. For cancellation of the policy for any other reason, and for any other change to the policy, the Consultant shall, or shall cause the insurer to, provide written notice to the SJVIA not less than 30 days in advance of cancellation or change. The SJVIA in its sole discretion may determine that the failure of the Consultant or its insurer to timely provide a written notice required by this paragraph is a breach of this agreement.

11.5 SJVIA's Entitlement to Greater Coverage. If the Consultant has or obtains insurance with broader coverage, higher limits, or both, than what is required under this agreement, then the SJVIA requires and is entitled to the broader coverage, higher limits, or both. To that end, the Consultant shall deliver, or cause its broker or producer to deliver, to SJVIA Administration certificates of insurance and endorsements for all of the coverages that have such broader coverage, higher limits, or both, as required under this agreement.

11.6 Waiver of Subrogation. The Consultant waives its right to recover from the SJVIA, its officers, agents, employees, and volunteers any amounts paid under the policy of worker's compensation insurance required by this agreement. The Consultant is solely responsible to obtain any policy endorsement that may be necessary to accomplish that waiver, but the Consultant's waiver of subrogation under this paragraph is effective whether or not the Consultant obtains such an endorsement.

11.7 SJVIA's Remedy for Consultant's Failure to Maintain. If the Consultant fails to keep in effect at all times any insurance coverage required under this agreement, the SJVIA may, in addition to any other remedies it may have, suspend or terminate this agreement upon the occurrence of that failure, or purchase such insurance coverage, and charge the cost of that coverage to the Consultant. The SJVIA may offset such charges against any amounts owed by the SJVIA to the Consultant under this agreement.

Article 12

General Provisions

12.1 **Modification.** Except as provided in Article 4, this agreement may not be modified, and no waiver is effective, except by written agreement signed by both parties.

12.2 **Non-Assignment.** Neither party may assign its rights or delegate its obligations under this agreement without the prior written consent of the other party.

12.3 **Governing Law.** The laws of the State of California govern all matters arising from or related to this agreement.

12.4 **Jurisdiction and Venue.** This agreement is signed and performed in Fresno County, California. The Consultant consents to California jurisdiction for actions arising from or related to this agreement, and, subject to the Government Claims Act, all such actions must be brought and maintained in the Fresno County Superior Court.

12.5 **Construction.** The final form of this agreement is the result of the parties' combined efforts. If anything in this agreement is found by a court of competent jurisdiction to be ambiguous, that ambiguity shall not be resolved by construing the terms of this agreement against either party.

12.6 **Headings.** The headings and section titles in this agreement are for convenience only and are not part of this agreement.

12.7 **Severability.** If anything in this agreement is found by a court of competent jurisdiction to be unlawful or otherwise unenforceable, the balance of this agreement remains in effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of this agreement with lawful and enforceable terms intended to accomplish the parties' original intent.

12.8 **Nondiscrimination.** During the performance of this agreement, the Consultant shall not unlawfully discriminate against any employee or applicant for employment, or recipient of services, because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military status or veteran status pursuant to all applicable State of California and federal statutes and regulation.

12.9 **No Waiver.** Payment, change, waiver, or discharge by the SJVIA of any liability or obligation of the Consultant under this agreement on any one or more occasions is not a waiver of performance of any continuing or other obligation of the Consultant and does not prohibit enforcement by the SJVIA of any obligation on any other occasion. Nothing in this agreement, nor the execution of this agreement by the SJVIA, is a waiver or release by the SJVIA of any claim that the SJVIA might have against the Consultant in relation to any prior dealings between the SJVIA and the Consultant.

12.10 **Entire Agreement.** This agreement, including its exhibits, is the entire agreement between the Consultant and the SJVIA with respect to the subject matter of this agreement, and it supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications, and understandings of any nature unless those things are expressly included in this agreement. If there is any inconsistency between the terms of this agreement without its exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving precedence first to the terms of this agreement without its exhibits, and then to the terms of the exhibits.

12.11 **No Third-Party Beneficiaries.** This agreement does not and is not intended to create any rights or obligations for any person or entity except for the parties.

12.12 **Authorized Signatures.** The Consultant represents and warrants to the SJVIA that:

(A) The Consultant is duly authorized and empowered to sign and perform its obligations under this agreement.

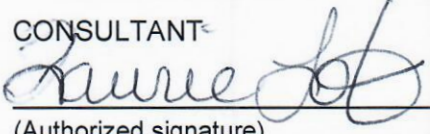
(B) The individual signing this agreement on behalf of the Consultant is duly authorized to do so and his or her signature on this agreement will legally bind the Consultant to the terms of this agreement.

12.13 **Counterparts.** This agreement may be signed in counterparts, each of which is an original, and all of which together constitute this agreement.

[SIGNATURE PAGE FOLLOWS]

The parties are signing this agreement on the date stated in the introductory clause.

CONSULTANT



(Authorized signature)

Laurie Lofranco

(Print name and title)

Municipalities
Practice Leader

SAN JOAQUIN VALLEY INSURANCE
AUTHORITY

Pete Vander Poel
President, Board of Directors

Reviewed and recommended for approval.

SJVIA Manager

SCOPE OF SERVICES

Consultant shall provide all of the following services:

1. Strategic Planning

The Consultant shall:

- Coordinate annual strategic planning meeting with SJVIA Board and staff;
- Develop reporting outlining the agreed upon strategic initiatives;
- Facilitate quarterly meetings covering the progress of strategic initiatives;
- Conduct ongoing meetings with current participating entities;
- Provide ongoing feedback covering benefit alternatives;
- Author timely agenda items for SJVIA meetings and drive the preparation for the meetings;
- Attend SJVIA Board meetings and present information and respond to questions;
- Participate in weekly calls with SJVIA principals; and
- Provide timely and accurate updates regarding the Affordable Care Act.

2. Financial Monitoring and Reporting

The Consultant shall:

- Develop annual budgets for SJVIA programs;
- Provide quarterly summary loss experience reports to the SJVIA;
- Provide quarterly reports covering actual versus budgeted costs;
- Provide year-end financial reports on the programs in consultation with the SJVIA Auditor-Treasurer;
- Work with the SJVIA to develop the annual financial report;
- Provide other financial reporting including actuarial valuations
- Benchmark costs by specific line of coverage
- Provide underwriting for participating entities;
- Collect and present detailed claims and utilization results;
- Provide data & claims analysis and reporting; and
- Develop and present Executive Claims Report at SJVIA Board meetings.

3. Renewal Services:

The Consultant shall:

- Facilitate annual renewal planning meeting with SJVIA to set objectives;
- Conduct renewal meetings with program carriers/vendors;
- Provide preliminary renewal report to SJVIA;
- Negotiate with all carriers and vendors regarding financial and benefit terms;
- Market programs for viable alternatives as necessary;
- Provide final renewal report to SJVIA with recommendations on actions;
- Work with SJVIA to communicate renewals to all participating entities; and

Exhibit A

- Clarify and confirm final renewal terms with SJVIA and all carriers and vendors.

4. Renewal Rate Setting:

The Consultant shall:

- Review program rating models with the SJVIA Board and staff;
- Develop initial renewal rates using actuarial models and performing the required actuarial valuations;
- Develop recommended final renewal rate action
- Develop and provide accurate rate information for each individual participating entity;
- Discuss rating methods and processes with members as needed;
- Provide preliminary renewal report to SJVIA, including
 - Having preliminary renewal underwriting complete for presentation to the SJVIA Board at the annual July meeting,
 - Gathering all claims data for all participating entities,
 - Determining loss ratios for SJVIA and participating entities,
 - Projecting renewal costs based on established underwriting parameters, and
 - Reviewing plans relative to value differentials;
- Review rating results and models as needed, and meet and discuss with SJVIA management and staff;
- Project, review and adjust reserve requirements, and perform actuarial certification of anticipated rates and reserves; and
- Present final rating action to the SJVIA Board of Directors.

5. Vendor Management:

The Consultant shall:

- Work with the SJVIA to identify and address any vendor issues;
- Work with all vendors to address all billing, claim payment, and other service issues;
- Review and track vendor contracts and agreements for accuracy;
- Work to develop performance agreements where appropriate; and
- Meet with each vendor's senior management team to assure the highest level of service to the SJVIA members.

6. Compliance Services:

The Consultant shall:

- Review current programs with regard to overall compliance with state and federal legal requirements;
- Provide timely compliance updates and alerts to SJVIA management;
- Recommend necessary compliance procedures to the SJVIA and participating entities;
- Review the impact of proposed and enacted legislation on SJVIA programs and
 - Recommend applicable plan modifications to comply with the ACA;
 - Monitor legislative initiatives, regulatory developments, court cases and industry changes, and analyze their impact on the SJVIA; and

Exhibit A

- Evaluate the design of benefit plans and review relevant documents such as summary plan descriptions, required Summary of Benefit and Coverage, insurance contracts, and employee benefit communications.

7. Participating Entity Support Services:

The Consultant shall:

- Provide assistance with difficult service or vendor issues, including providing a dedicated claims manager and advocate;
- Provide assistance with participating entity and employee level communication pieces;
- Provide educational support to understand new program options developed by the SJVIA;
- Provide prompt response to SJVIA staff on any day-to-day questions or issues requiring assistance;
- Coordinate and host a weekly meeting or conference call regarding SJVIA operations, including:
 - Preparing agendas and forward-looking calendars,
 - Providing ongoing contract management,
 - Coordinating on SJVIA legal issues; and
- For the SJVIA Wellness Program,
 - Work with SJVIA staff to develop a proposed wellness program that each participating entity may consider for implementation;
 - Assist with all aspects of health management programs chosen by each participating entity, program launch and ongoing strategic account management and reporting; and
 - Coordinate the annual “Walking Works” challenge between participating entities including sponsor and vendor communication, marketing materials, sponsor giveaways and daily reporting to participating entities.

8. Program Marketing and Promotion:

The Consultant shall:

- Develop communication materials that depict SJVIA programs and services offered to potential JPA members as directed by the SJVIA Board;
- Develop underwriting of prospective new members as approved by the SJVIA Board;
- Conduct benchmark of plan data with other joint purchasing arrangements, JPAs, and Trust programs; and
- Facilitate on-boarding new participating entities as approved by the SJVIA Board, including:
 - Coordinating all contracts with new participating entities;
 - Confirming and providing the following (but not limited to):
 - Client payment information,
 - Final rate structure,
 - Interface with eligibility vendor (currently MyWorkplace, Inc.), and

Exhibit A

- Submit group structure to carriers.

9. Day to Day Program Management

The Consultant shall:

- Interface with eligibility reporting firms; and
- Manage SJVIA Board meeting preparation, including:
 - Preparing meeting agendas and agenda items and materials to allow sufficient time, as determined by SJVIA staff, for review and preparation of SJVIA Board meeting packets;
 - Adhering to the Brown Act and internal SJVIA timing issues for posting agenda items;
 - Presenting items to the SJVIA Board as directed by SJVIA staff; and
 - Recording and distributing minutes of SJVIA Board meetings.

Exhibit B

COMPENSATION

The SJVIA agrees to pay, and the Consultant agrees to receive, compensation in the form of a monthly flat fee as follows:

Year 1	\$22,000 per month
Year 2	\$22,500 per month
Year 3	\$23,000 per month
Year 4*	\$23,500 per month
Year 5*	\$24,000 per month

*Consultant is not entitled to compensation for Years 4 and 5 unless this agreement is extended for each applicable additional one-year term as provided in section 4.1 of this agreement.

Consultant is not entitled to any compensation except for the flat fee described above.

Portion of Fee “At Risk”

Ten percent of the Consultant’s total fee for each year is at risk based on service performance under this agreement. Service performance shall be measured by a satisfaction survey to be completed by each SJVIA Board Director and SJVIA management. The satisfaction survey shall include five categories, as provided in Exhibit C. An average survey result in each category that is below the Minimum Standard, as set forth in Exhibit C, shall result in the forfeiture of a percentage of the Consultant’s total fee for the prior year at the rates set forth in Exhibit C. Any forfeited amount shall be, at the SJVIA’s sole discretion, either offset against current fees, or payable directly by the Consultant within 15 days of the SJVIA’s written notice of election to receive direct payment of the forfeited amount.

Exhibit C

SJVIA Performance Guarantees for Keenan				
Category	Objective	Measurement	Minimum Standard	% at Risk
Finance	Provide financial management including: <ul style="list-style-type: none"> • Financial monitoring and reporting • Accurate renewal rate setting 	SJVIA Satisfaction Survey	7	2.0%
Underwriting	Provide underwriting and actuarial services	SJVIA Satisfaction Survey	7	2.0%
Strategic Planning	Develop and implement strategic plan which achieves: <ul style="list-style-type: none"> • Immediate and long term cost savings • Long term cost and plan stability 	SJVIA Satisfaction Survey	7	2.0%
Account Management	Provide customer service that exceeds SJVIA expectations	SJVIA Satisfaction Survey	7	2.0%
Wellness	Work with SJVIA staff to develop a proposed wellness program for each participating entity to consider that is designed to encourage a healthier lifestyle and reduce plan costs	SJVIA Satisfaction Survey	7	2.0%
Total % of Fee at Risk				10.0%

MINUTES

BOARD OF DIRECTORS

STEVE BRANDAU
NATHAN MAGSIG
BUDDY MENDES
LARRY MICARI
BRIAN PACHECO
AMY SHUKLIAN
PETE VANDER POEL

**Meeting Location:
County of Fresno
Board of Supervisors Chambers
2281 Tulare Street, #301
Fresno, CA 93721
October 15, 2021 9:00 AM**

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the SJVIA Manager at 559-600-1810 or the Assistant SJVIA Manager at 559-636-4900. Notification 48 hours prior to the meeting will help enable staff to make reasonable arrangements to ensure meaningful access.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call

All Directors Present with the exception of: Director Brandau, Director Magsig, and Director Shuklian

4. Approval of Agenda (A)

Motion to approve by Director Mendes; Seconded by Director Pacheco; Motion approved unanimously

5. Closed Session CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Gov. Code, § 54956.9, subd. (d)(1)) — San Joaquin Valley Insurance Authority v. Gallagher Benefit Services, Inc., Fresno County Superior Court Case No. 17CECG01632, United States District Court for the Eastern District of California Case No. 1:17-cv-00861-LJO-EPG

The public may comment on Closed Session items prior to the Board's recess to Closed Session.

The remainder of the agenda will be heard following the Closed Session item.

Closed Session was held; no public comments were made

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the SJVIA Manager at 559-600-1810 or the Assistant SJVIA Manager at 559-636-4900. Notification 48 hours prior to the meeting will enable staff to make reasonable arrangements to ensure accessibility. Documents related to the items on this Agenda submitted to the Board after distribution of the Agenda packet are available for public inspection at the County of Fresno plaza Building, 2220 Tulare St, 14th Floor, Fresno, CA during normal business hours. All documents are also posted online to www.sjvia.org.

MINUTES

BOARD OF DIRECTORS

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October 15, 2021 9:00 AM**

6. Public Comment: At this time, members of the public may comment on any item, within the jurisdiction of the SJVIA, not appearing on the agenda. In order for everyone to be heard, please limit your comments to 3 minutes or less. Anyone wishing to be placed on the agenda for a specific topic should contact the SJVIA Manager's Office and submit correspondence at least 14 days before the desired date of appearance.

No public comments were made

7. Approval of Consent Agenda – Item Numbers 15-18

These matters are routine in nature and are usually approved by a single vote. Prior to action by the Board, the Board Members and the public will be given the opportunity to remove any item from the Consent Calendar. Items removed from the Consent Calendar may be heard immediately following approval of this Consent Calendar or set aside until later in the meeting.

Motion to approve by Director Micari; Seconded by Director Mendes; Motion approved unanimously

8. Approve Proposed 2022 Board Meeting Calendar (A)

Presented by Larry Gomez, County of Fresno

Motion to approve by Director Mendes; Seconded by Director Micari; Motion approved unanimously

9. Receive Update from Auditor-Treasurer on Cash Flow Projections (I)

Presented by Pai Her, County of Fresno

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County of Fresno
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Fresno, CA 93721
October 15, 2021 9:00 AM**

10. Receive Consultant's Medical, Dental, and Vision Experience Reports through August 2021 with Update on Projected Plan Experience Surplus Accumulation and Projections (I)

Presented by Bordan Darm, Keenan & Associates

11. Receive Report on Self-Funded Medical Plan through Anthem to Waive Utilization Management Requirements to Aid COVID-19 Response (I)

Presented by Bordan Darm, Keenan & Associates

12. Receive Report on the RFP for SJVIA Consulting Services and Authorize President to Execute Agreement with Keenan & Associates (A)

Presented by Hollis Magill, County of Fresno

Motion to move Agenda Item to the December 10, 2021 SJVIA Board Meeting by Director Mendes; Seconded by Director Micari; Motion approved unanimously

13. SJVIA Director Questions, Announcements, and Activity Reports (Gov. Code, § 54954.2, subd. (a)(2)) (I)

14. Adjournment

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the SJVIA Manager at 559-600-1810 or the Assistant SJVIA Manager at 559-636-4900. Notification 48 hours prior to the meeting will enable staff to make reasonable arrangements to ensure accessibility. Documents related to the items on this Agenda submitted to the Board after distribution of the Agenda packet are available for public inspection at the County of Fresno plaza Building, 2220 Tulare St, 14th Floor, Fresno, CA during normal business hours. All documents are also posted online to www.sjvia.org.

MINUTES

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County of Fresno
Board of Supervisors Chambers
2281 Tulare Street, #301
Fresno, CA 93721
October 15, 2021 9:00 AM**

Consent Agenda

15. Approval of Minutes – Board Meeting of August 27, 2021 (A)
16. Approve and Authorize President to Execute SJVIA Participation Agreements for the County of Fresno, Effective December 13, 2021 and the County of Tulare, Effective January 1, 2022 (A)
17. Approve Assignment of Agreement From Administrative Solutions – Fresno, LLC to Navia Benefit Solutions, Inc. to Provide COBRA and FMLA Billing Services and Exercise the Second Optional One-Year Extension and Authorize President to Execute Amended Agreement (A)
18. Approve Amendment to Agreement with MyWorkplace, Inc. to Provide Benefits Management and Enrollment SaaS System Services for the Second Optional One-Year Extension and Authorize President to Execute Amended Agreement (A)

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the SJVIA Manager at 559-600-1810 or the Assistant SJVIA Manager at 559-636-4900. Notification 48 hours prior to the meeting will enable staff to make reasonable arrangements to ensure accessibility. Documents related to the items on this Agenda submitted to the Board after distribution of the Agenda packet are available for public inspection at the County of Fresno plaza Building, 2220 Tulare St, 14th Floor, Fresno, CA during normal business hours. All documents are also posted online to www.sjvia.org.



BOARD OF DIRECTORS

STEVE BRANDAU

NATHAN MAGSIG

BUDDY MENDES

LARRY MICARI

BRIAN PACHECO

AMY SHUKLIAN

PETE VANDER POEL

**Meeting Location:
County of Tulare
Board of Supervisors Chambers
2800 W. Burrel Avenue
Visalia, CA 93291**

AGENDA DATE: December 10, 2021

ITEM NUMBER: Item 18

SUBJECT: Approve Amendment to Agreement with 98point6 to Provide Mobile Phone App-Based Telemedicine Services for an Additional Two-Year Term and Authorize President to Execute Amended Agreement (A)

REQUEST(S): That the Board approve and authorize the President to execute amendment to the agreement with 98point6.

DESCRIPTION:

The SJVIA entered into an agreement with 98point6 on January 1, 2021 to provide mobile phone app-based telemedicine services through December 31, 2021.

98point6 offered a twenty-four month (two year) renewal term commencing on January 1, 2022. The renewal also acknowledges the addition of the County of Tulare as a participant under the SJVIA Agreement, effective March 1, 2022 (the County of Tulare is currently in direct contract with 98point6).

Staff recommends extending the agreement with 98point6 for a two-year term effective January 1, 2022 through December 31, 2023.

FISCAL IMPACT/FINANCING:

Estimated Fees for this Renewal are calculated pursuant to the fee table below. The renewal includes an estimate for eligible participants. Actual fees billed for the renewal will be based on the actual number of eligible participants listed on the eligibility file as of the renewal start date.

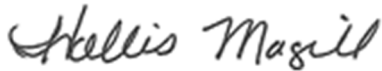
AGENDA: San Joaquin Valley Insurance Authority

DATE: December 10, 2021

Renewal Fees

	<i>Renewal Period</i>	<i>Est. Eligible Participants (EEs + Eligible Deps)</i>	<i>Fees Month/Eligible Participant</i>	<i>Estimated Annual Fees due for Renewal</i>	<i>Invoice Date</i>
Year 1	Fresno County 12 months 1/1/2022 - 12/31/2022	6,800	\$0.85	\$68,360.00	1/1/2022
	Tulare County 10 months 3/1/2022 - 12/31/2022	4,113	\$0.85	\$34,960.50	3/1/2022
Year 2	Fresno County & Tulare County 12 months 1/1/2023 - 12/31/2023	10,913	\$1.00	\$130,956.00	1/1/2023
Totals	24 months			\$235,276.50	

ADMINISTRATIVE SIGN-OFF:



Hollis Magill
SJVIA Manager



Lupe Garza
SJVIA Assistant Manager



AMENDMENT NO. 1 TO SUBSCRIPTION AGREEMENT

This Amendment No. 1 (“**First Amendment**”) to the Subscription Agreement dated October 30, 2020 (the “**Agreement**”) by and between 98point6 Inc. (“**98point6**”) and San Joaquin Valley Insurance Authority (“**Employer**”) is entered into as of the last signature date below (the “**Amendment Effective Date**”) by and between 98point6 and Employer (collectively, the “**Parties**”).

Recitals

- A. The Parties entered into the Agreement for a Subscription Period from January 1, 2021 through December 31, 2021.
- B. 98point6 also has a separate agreement with the County of Tulare through the period ending February 28, 2022.
- C. The Parties desire to renew Employer’s existing subscription to the Services under amended terms and conditions pursuant to this First Amendment, adding the County of Tulare, as one of the SJVIA Members (as defined in this First Amendment), as of March 1, 2022.

AMENDMENT

NOW THEREFORE, the Parties agree to the following terms and conditions:

1. Amendment.

- 1.1. The definition of “Employer” in Section 1 of the Agreement shall be deleted in its entirety and replaced with the following:

“**Employer**” means San Joaquin Valley Insurance Authority, a California Joint Powers Authority, and its United States Affiliates or SJVIA Members that offer Plans.

- 1.2. The definition of “SJVIA Member(s)” shall be added to Section 1 of the Agreement and shall consist of the following:

“**SJVIA Member(s)**” means the County of Fresno, California and the County of Tulare, California.

- 1.3. As of the Renewal Start Date January 1, 2022, this Renewal Order attached hereto as Exhibit B shall be added to and made a part of the Agreement.

- 1.4. Renewal Fees shall be due as of the Renewal Start Date, net 30 days.

2. Miscellaneous.

- 2.1. Any capitalized terms used but not defined in this First Amendment shall have the meaning set forth in the Agreement.



- 2.2. This First Amendment, together with the Agreement, and any other documents and instruments referred to herein, constitutes the final and complete expression of the Parties with respect to the subject matter hereof. This First Amendment may not be amended except by a written instrument duly executed and delivered by each of the Parties.
- 2.3. In the event of any inconsistency or conflict between the terms of this First Amendment and the terms of the Agreement, the terms of this First Amendment shall control.
- 2.4. This First Amendment may be executed in any number of counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one and the same instrument, with the same effect as though such signatures were on the same instrument. This First Amendment shall be effective upon full execution by original or electronic signature (such as DocuSign), and such signature shall be deemed to be and shall be as effective as an original signature.
- 2.5. Except as expressly amended by this First Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect as set forth therein.



The Parties, intending to be legally bound, have agreed to this First Amendment as of the Amendment Effective Date.

98point6 Inc.

San Joaquin Valley Insurance Authority

By: _____
Authorized Signature

By: _____
Authorized Signature

Name: Gabriel Kangas

Name: _____

Title: VP Finance

Title: _____

Date: 12/03/2021

Date: _____



EXHIBIT B
RENEWAL ORDER
(“Renewal”)

Services					
Employer orders a subscription to the Technology Services and Medical Services during the Renewal Period.					
Renewal Period					
The renewal period shall be twenty-four (24) months, commencing on the Renewal Start Date (“Renewal Period”).					
Renewal Start Date					
The renewal start date shall be January 1, 2022 (“Renewal Start Date”).					
Calculation of Total Renewal Fees					
<p>Estimated Fees for this Renewal are calculated pursuant to the Fees table below. This Renewal includes an estimate for Eligible Participants. Actual Fees billed for the Renewal will be based on the actual number of Eligible Participants listed on the Eligibility File as of the Renewal Start Date. There is no change to the Fees for a decrease in the Total Number of Eligible Participants during the Renewal Period or for increases up to 10%. However, if the Total Number of Eligible Participants increases by more than 10% during the Renewal Period, the Parties will execute a Service Order to capture such increase, and 98point6 will invoice Employer the then-current Fee per month per Eligible Participant multiplied by the total increased number of Eligible Participants and the remaining months in the current invoicing cycle (the “Increase Fee”). Invoices for subsequent invoicing cycles will account for the new Total Number of Eligible Participants. No further Increase Fees shall be invoiced until the new Total Number of Eligible Participants increases by more than 10% again. Fees are subject to change upon further renewal.</p>					
Renewal Fees					
	Renewal Period	Estimated Eligible Participants (Employees + Eligible Dependents)	Fees per month per Eligible Participant	Estimated Annual Fees due for Renewal	Invoice Date
Year 1	Fresno County 12 months 1/1/2022 - 12/31/2022	6,800	\$0.85	\$69,360.00	1/1/2022



	Tulare County 10 months 3/1/2022 - 12/31/2022	4,113	\$0.85	\$34,960.50	3/1/2022
Year 2	Fresno County and Tulare County 12 months 1/1/2023 - 12/31/2023	10,913	\$1.00	\$130,956.00	1/1/23
Totals	24 months			\$235,276.50	

For reference, the following breakdown of each county:

County of Fresno

	Renewal Period	Estimated Eligible Participants (Employees + Eligible Dependents)	Fees per month per Eligible Participant	Estimated Annual Fees due for Renewal	Invoice Date
Year 1	12 months 1/1/2022 - 12/31/2022	6,800	\$0.85	\$69,360.00	1/1/2022
Year 2	12 months 1/1/2023 - 12/31/2023	6,800	\$1.00	\$81,600.00	1/1/2023
Totals	24 months			\$150,960.00	

County of Tulare

	Renewal Period	Estimated Eligible Participants (Employees + Eligible Dependents)	Fees per month per Eligible Participant	Estimated Annual Fees due for Renewal	Invoice Date
Year 1	10 months 3/1/2022 - 12/31/2022	4,113	\$0.85	\$34,960.50	3/1/2022
Year 2	12 months 1/1/2023 - 12/31/2023	4,113	\$1.00	\$49,356.00	1/1/2023



Totals	22 months			\$84,316.50	
Purchase Order No. (leave blank if not required by Employer)					
Purchase Order No. _____					
Billing Contact					
Name: _____					
Email: _____					