

AGENDA

BOARD OF DIRECTORS

ANDREAS BORGEAS

JUDITH CASE

MIKE ENNIS

PHIL LARSON

DEBORAH POOCHIGIAN

PETE VANDER POEL

STEVE WORTHLEY

Meeting Location:
Tulare County Employee
Retirement Association Board
Chambers
136 N Akers St
Visalia, CA 93921
August 23, 2013 9:00 AM

- 1. Call to Order
- 2. Roll Call
- 3. Approval of Agenda
- 4. 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.
- 5. Approval of Minutes Board Meeting of July 26, 2013
- 6. Effect of Health Reform on the SJVIA and its member entities (I)
- 7. Health Reform Requirement of Electronic Funds Transfers (EFT) for Claims Payment (A)
- 8. Request for use of claims mitigation funds to conduct Mobile Mammography Screenings and authorization for execution of contract with Pacific Coast Medical Services (A)
- 9. Review of Rx plan through June (A)
- 10. Health Plan Recommended Renewal Rates for the 2014 Plan Year (I)
- 11. Adopt Fiscal Year Budget for 2013-14 (A)
- 12. Adjournment



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Meeting Location:
Fresno County Employee Retirement
Association Board Chambers
1111 H Street
Fresno, CA 93721
July 26, 2013
9:00 AM

1. Call to Order

Meeting was called to order by President Vander Poel at 9:00am.

2. Roll Call

Roll was called by Brittany Howell, Gallagher Benefit Services. In attendance were Director Case, Director Ennis, Director Larson, Director Vander Poel and Director Worthley.

3. Approval of Agenda

President Vander Poel asked if there were any additions or corrections to the agenda. Director Ennis moved to approve the agenda with no changes; the motion was seconded by Director Larson. The motion passed unanimously.

4. 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.

President Vander Poel opened the meeting for public comment – no public comment was given.

5. Approval of Minutes – Board Meeting of April 19, 2013

Director Ennis moved to approve the April 19, 2013 Meeting Minutes; the motion was seconded by Director Larson. The motion passed unanimously.



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6. SJVIA Staff Change (A)

Paul Nerland, SJVIA Assistant Manager, gave an update on the departure of Jeff Cardell with the County of Tulare. As Mr. Cardell was the SJVIA Manager, this would then appoint Paul Nerland, for the time being, as SJVIA Manager and Rhonda Sjostrom as Interim SJVIA Assistant Manager. Once the HR Director at County of Tulare is replaced, we can revisit the terms of service, as this position is a two-year term.

Director Worthley moved to approve the SJVIA Staff Change; the motion was seconded by Director Ennis. The motion passed unanimously.

7. Authorization of the Release of Proposals and Execution of Participation Agreement(s)(A)

Paul Nerland stated that Staff is seeking approval to release proposals for City of Taft and City of Gustine to be effective September 1, 2013, as well as to authorize the Participation Agreements. A letter of intent to join SJVIA was received by City of Taft; however, we are still waiting for a final decision from City of Gustine.

Director Case made mention of keeping a closer eye on new groups being blended vs. unblended for Retirees. As these Cities leave Cal-PERS, where it was required to have Retirees enrolled, they will be looking for plans to accommodate those members.

Director Worthley inquired about the attached New Member Activity Report and asked for clarification on the "no vs. inactive" column and what that actually means. Paul Nerland confirmed that the "no" column indicates actual declinations.. Director Case then asked about the reasoning behind these declinations. Mark Tucker, Gallagher



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Benefit Services, explained there are many reasons for these declinations, a few being that groups want to take a slower approach in joining, some use our proposal to leverage down their current plan and other entities aren't able to get out of Cal-PERS in time or they received a favorable decrease from Cal-PERS.

Director Worthley moved to approve the Release of Proposals and Execution of Participation Agreements; the motion was seconded by Director Ennis. The motion passed unanimously.

8. Approval of Amendment No. 3 to the Anthem Blue Cross Administrative Service Agreement (PPO), Anthem Blue Cross Group Benefit Agreement (HMO) and Funding Provision Minimum Premium Agreements (HMO) (A)

Paul Nerland informed everyone of an error on a date in the original packets for this item located on page 3, section 1. A revised page is being distributed. As mentioned, this item is requesting approval to execute the Anthem Group Agreements. These Agreements are similar to those in past years with the exception of the Minimum Premium Agreement (HMO) that now allows all groups to be under the same Agreement rather than issuing separate ones.

Director Case moved to approve the Anthem Blue Cross Agreements; the motion was seconded by Director Larson. The motion passed unanimously.

9. Approval of 2013 HM Life Specific and Aggregate Stop Loss Policy and Amendment No. 1 (A)

Paul Nerland mentioned this Agreement is something the Board has



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seen in past years. These rates are built in to our medical rates and cover the aggregate and specific high claims. The current specific stop loss is set at \$450,000 for the calendar year.

Director Ennis moved to approve the HM Life Specific and Aggregate Stop Loss Policy; the motion was seconded by Director Case. The motion passed unanimously.

10. Extension of Agreements with Chimienti & Associates and Gallagher Benefit Services one-year through December 31, 2014 (A).

Paul Nerland explained that the purpose of this item is to extend the agreement for Chimienti & Associates and Gallagher Benefit Services for an additional year. These agreements have already been extended once with the intent to conduct an RFP for services. For a variety of reasons, Staff is requesting more time on this RFP to better prepare for this. Due to Health Care Reform, not having enough details and data, as well as the disruption it may bring to new entities joining SJVIA, it would be beneficial for Staff to conduct the RFP's in 2014.

Director Case moved to approve the extensions on the Chimienti and Gallagher Agreements; the motion was seconded by Director Worthley. The motion passed unanimously.

11. Receive and File Report on Retiree Pool Options (A)

Paul Nerland reminded the Board of the comments on the Retiree pool at our last meeting from City of Tulare. Staff was directed to look further into this to find out if it would be viable to create a Retiree pool within the SJVIA pool.

Mark Tucker gave an explanation on blending vs. unblending of Retiree



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rates. He mentioned that there are not many options available to Pre-65 Retirees; however, the exchange may be a good opportunity for them to receive affordable care. He further explained the GASB 45 implicit subsidy (the liability created from rate blending) and explicit subsidy (the liability created through contributions to Retirees). These liabilities would then affect each entity and thus, has no impact on the SJVIA. The study conducted by Gallagher shows us the benefits and potential impacts of pooling retirees. The study showed that creating a Retiree pool would increase costs and cause disruption to participating entities that have unblended rates. In addition, it would limit the growth ability by appealing to only those entities that have blended rates currently. Although there could be some efficiency in creating a Retiree pool, SJVIA is not large enough at this time; however, this is something that can be reviewed down road as we grow larger.

Director Case moved to revisit Retiree Pool Options next year but look at options for Post 65 Retirees within SJVIA; the motion was seconded by Director Worthley. The motion passed unanimously.

12. Receive and File Preliminary January 1, 2014 health plan renewal (I)

Alan Thaxter, Gallagher Benefit Services, gave an overview of the 2014 health plan renewal. With the shared risk model, each participating entity will share the same rate increase. The renewal exhibit shows an overall increase between 7 – 11%. In the next month, we will look at June claims and deliver the final renewal rates at the next Board meeting. Health Care Reform has also impacted the claims cost as well as the renewal increase by about \$2,300,000, which equates to 2.8%.

13. Receive and File Reports for Third Quarter Financial Statements and Investment Activity (I)



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Lawrence Seymour, ACTTC from Fresno County, gave an overview on the third quarter financial statements and investment activity. Revenue is 2% under budget for the current quarter and 5% under budget for YTD revenue. Total fixed expenses came in at 123% over budget due to wellness programs utilized this quarter; however, if we look at YTD totals, it is coming in at 20% under budget. Claims expenses for the quarter are at 8% positive variance. Total premium expenses are at 4% under budget YTD. Wellness programs brought in \$60,000 of fees during the current quarter.

14. Receive and File SJVIA Executive Claims Summary through May 2013 (I)

Alan Thaxter presented the claims summary through May 2013. YTD enrollment has increased 8.9% due to City of Tulare, City of Ceres and City of Waterford joining SJVIA. YTD premium has increased 15.1% due to the 2013 rate increase as well as the new entities joining. YTD claim cost has increased 8.3%. When looking at these claim costs per employee per month (PEPM), it shows a 6.2% increase.

15. Receive and File Report on Wellness Activities (I)

Rhonda Sjostrom, Interim SJVIA Assistant Manager, gave an overview of the Walking Works! Program conducted in May of this year. County of Fresno, County of Tulare, City of Tulare and City of Ceres participated this year and competed against each other. Vendors including Anthem Blue Cross, US Script, Delta Health, BenefitMall, HealthNow, Chimienti & Associates, Hourglass, Delta Dental and VSP, donated pedometers and prizes. City of Tulare won both the highest participation and highest number of steps. Both County of Tulare and County of Fresno increased their participation from last year.



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9:00 AM

16. Directors Reports. (I)

There were no reports.

17. Adjournment

Meeting was adjourned at 10:25am by President Pete Vander Poel.



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August 23, 2013 9:00 AM

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AGENDA DATE: August 23, 2013

ITEM NUMBER: 6

SUBJECT: Receive and File Report on the Effects of the Affordable

Care Act (I)

REQUEST(S): That the Board Receive and File Report on the Effects

of the Affordable Care Act

DESCRIPTION:

At the direction of your Board and the managers of the San Joaquin Valley Insurance Authority, Gallagher Benefit Services sought to identify and quantify the effects (both fiscal and operational) of the Patient Protection and Affordable Care Act (PPACA).

On March 23, 2010 President Obama signed into law the Patient Protection and Affordable Care Act (PPACA or ACA). The law faced several court challenges and was ultimately found to be constitutional in June of 2012. PPACA, along with the Health Care and Education Reconciliation Act of 2010, make up the new health care reform law. This legislation creates a number of challenges for employers and self-insured health plans that sponsor group health insurance. Certain changes have already been implemented and additional action will be taken over the next several years. This document is intended as a brief summary with additional discussion and detail to be provided at the Board meeting.

Impact to the SJVIA:

DATE: August 23, 2013

The impact to the SJVIA of the Affordable Care Act is in two categories. The ACA includes certain benefit and coverage enhancements as well as imposing additional fees and taxes. GBS has sought to identify and quantify both of these components.

Patient Protections mandated by PPACA and implemented:

- Extended dependent coverage for adult children up to age 26 (2010)
- Restrictions on annual benefit limits and elimination of lifetime limits (2010)
- Elimination of pre-existing condition exclusions for children (2010)
- Prohibitions on rescission of health care coverage (2010)
- Limits on reimbursing over-the-counter medication (2011); Women's preventive/contraceptives covered (2013)

Compliance with nondiscrimination rules for fully-insured plans:

The impact to claims as a result of the Patient Protection component of PPACA is between 2.5% to 6%. For the SJVIA, claims costs projections have increased between \$1,750,000 and \$4,200,000 as a direct result of these new benefits.

Additional fees and taxes imposed by PPACA:

In addition to mandating increased eligibility and benefits, PPACA also imposes new fees and taxes on health plans. These fees/taxes include:

• Patient Centered Outcomes Research Institute Fee (PCORI) – The Affordable Care Act established the Patient-Centered Outcomes Research Institute. Funded by the Patient-Centered Outcomes Research Trust Fund, the Institute will assist patients, clinicians, purchasers and policymakers in making informed health decisions by advancing clinical effectiveness research. The trust fund will be funded in part by fees paid by both health insurers for insured plans, and plan sponsors of self-funded group health plans. The fee is \$1 for plan years ending before October 1, 2013 and \$2 thereafter per plan year multiplied by the average number of lives covered under the plan for the plan year. The fee amount will be indexed annually starting in 2014.

The annual cost to the SJVIA of the PCORI fee is \$24,145 in plan year 2014.

DATE: August 23, 2013

• **Transitional Reinsurance Fee** – The transitional reinsurance program was established with the stated intent of stabilizing premiums in the individual market during calendar years 2014 through 2016. The program cannot be extended past 2016 without an act of Congress.

Under the statute, the program will be financed through "contribution funds from contributing entities," which is "payments from health insurers and third-party administrators ("TPA"), on behalf of self-funded group health plans," to support reinsurance payments to individual market insurers that cover high-cost individuals. Although the final rule refers to "contributing entities" and "contributions," the payment amounts discussed below are not voluntary.

The goal of the transitional reinsurance program is to reduce the uncertainty of insurance risk in the individual market by partially offsetting risk for high-cost enrollees. By limiting insurer's exposure to high-cost enrollees, it's hoped this program will limit individual market rate increases that might otherwise occur because of the immediate enrollment of individuals with unknown health status.

The annual cost to the SJVIA of the Transitional Reinsurance Fee is \$958,666.

• **Health Insurance Industry "Fee" –** PPACA includes an annual tax assessed on fully insured premiums. This tax is approximately 2.5% of total premiums and is intended to fund premium tax credit subsidies through the public exchanges and Medicaid expansion. SJVIA has avoided this tax on the PPO population but is responsible for payment on the HMO population. The annual cost to the SJVIA of the Health Insurance Industry Fee is \$1,341,683.

The impact to fixed costs as a result of the Fee and Taxes component of PPACA is \$2,323,883.

Employer Mandate

Beginning in 2014, PPACA also included a mandate for all employers with more than 50 Full Time Equivalent (FTE) employees. This mandate directed employers to either offer coverage to all employees working over 30 hours per week or pay a fine ("Pay or Play"). This mandate has been postponed until 2015.

DATE: August 23, 2013

Conclusion:

The overall impact to costs (both fixed coats and projected claims costs) to the SJVIA as a result of PPACA mandated benefits and additional fees and taxes is between \$4,000,000 and \$6,500,000 in additional costs per year. This represents 5% to 8.125% of overall costs. This does not include the additional administrative cost of implementing provisions of PPACA between the SJVIA and its member entities.

FISCAL IMPACT/FINANCING:

No Fiscal Impact. Claims will continue to be paid with no financial implications.

ADMINISTRATIVE SIGN-OFF:

Poul Neil

Paul Nerland Rhonda Sjostrom

SJVIA Manager Interim Assistant SJVIA Manager

Phonola Sjostrom

BEFORE THE BOARD OF DIRECTORS SAN JOAQUIN VALLEY INSURANCE AUTHORITY

IN THE MATTER OF Health Reform Requirement of Electronic Funds Transfers (EFT) for Payment of Claims (A)

UPON MOTION OF DIRECTOR			SEC	ВҮ	
DIRECTOR,	, THE	FOLLOWING	WAS	ADOPTED	BY
THE BOARD OF DIRECTORS, AT AN, BY THE FOLLOWING VOTE: AYES: NOES: ABSTAIN: ABSENT:	OFFIC	IAL MEETING	HELL		
ATTEST:					
I	BY: _				
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That the Board Authorize the SJVIA Manager to Execute the Agent Deposit Account Agreement with Anthem Blue Cross dated August 23, 2013 Pending Final Review by SJVIA Counsel and Auditor-Treasurer



BOARD OF DIRECTORS

ANDREAS BORGEAS

JUDITH CASE

MIKE ENNIS

PHIL LARSON

DEBORAH POOCHIGIAN

PETE VANDER POEL

STEVE WORTHLEY

Meeting Location:

Tulare County Employee Retirement Association Board Chambers 136 N Akers St Visalia, CA 93921 August 23, 2013 9:00 AM

AGENDA DATE: August 23, 2013

ITEM NUMBER: 7

SUBJECT: Health Reform Requirement of Electronic Funds

Transfers (EFT) for Payment of Claims (A)

REQUEST(S): That the Board Authorize the SJVIA Manager to

Execute the Agent Deposit Account Agreement with J.P. Morgan Chase Bank dated August 23, 2013 Pending Final Review by SJVIA Counsel and Auditor-

Treasurer

DESCRIPTION:

As part of the Affordable Care Act all entities covered under HIPAA, including those that are self insured, must comply with the requirement to utilize electronic funds transfers (EFT) for the payment of claims to providers along with electronic remittance information.

SJVIA staff received communication of this requirement from Anthem Blue Cross in late July requesting signature of the agreement authorizing Anthem to add an ACH company ID to the account. The addition of this ID will allow Anthem to move into compliance on this requirement on behalf of the SJVIA.

Please find attached the following documents from Anthem:

DATE: August 23, 2013

- A cover letter submitted via email to Paul Nerland requesting the signature of the authorization
- Frequently Asked Questions about the requirement and the banking process
- Agent Deposit Account Agreement

FISCAL IMPACT/FINANCING:

No Fiscal Impact. Claims will continue to be paid with no financial implications.

ADMINISTRATIVE SIGN-OFF:

Paul Nerland Rhonda Siostrom

Paul Nerland Rhonda Sjostrom SJVIA Manager Interim Assistant SJVIA Manager

Phonda Sjostrom

BEFORE THE BOARD OF DIRECTORS SAN JOAQUIN VALLEY INSURANCE AUTHORITY

IN THE MATTER OF Health Reform Requirement of Electronic Funds Transfers (EFT) for Payment of Claims (A)

	RESOLUTION NOAGREEMENT NO					
UPON MOTION OF DIRECTOR		,	SEC	ВҮ		
DIRECTOR,	THE	FOLLOWING	WAS	ADOPTED	BY	
THE BOARD OF DIRECTORS, AT AN, BY THE FOLLOWING VOTE:	OFFIC	IAL MEETING	HELD)		
AYES: NOES: ABSTAIN: ABSENT:						
ATTEST:						
		* * * * * *				

That the Board Authorize the SJVIA Manager to Execute the Agent Deposit Account Agreement with Anthem Blue Cross dated August 23, 2013 Pending Final Review by SJVIA Counsel and Auditor-Treasurer



Meeting Location:
Tulare County Employee
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136 N Akers St
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August 23, 2013 9:00 AM

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STEVE WORTHLEY

AGENDA DATE: August 23, 2013

ITEM NUMBER: 8

SUBJECT: Request for use of claims mitigation funds to conduct

Mobile Mammography Screenings and authorization for

execution of contract with Pacific Coast Medical

Services.

REQUEST(S): Approve the Request for use of claims mitigation

funds to conduct Mobile Mammography

Screenings and Authorize Chair to Execute One-

Year Agreement with Pacific Coast Medical

Services effective September 1, 2013.

DESCRIPTION:

As part of the SJVIA's ongoing focus on wellness and to promote Breast Cancer Awareness with employees, the SJVIA has offered onsite mammography screenings at no charge to its health plan participants. The last offering, in November and December of 2012 at the County of Tulare and County of Fresno, was met with great interest, therefore Staff would like to request that the SJVIA contract with Pacific Coast Medical Services to again offer these screenings. The requested contract will be for six days of onsite screenings with a guarantee of 30 exams per day. Offering the screenings as an onsite service is of great benefit to both the SJVIA and the employee. Currently a mammogram costs the plan around \$300 and is covered as a preventive care benefit. Each exam through the recommended vendor is \$95, a discount of

DATE: August 23, 2013

almost 70%. In addition, the employees that participate in this event are spending much less time away from work, thus improving efficiency while provide a heightened awareness of health behavior.

This effort would highlight on Breast Cancer Awareness as part of the SJVIA Wellness efforts and would be performed at various locations and at a discounted price as compared to in the physician's office or testing facility, which benefits the SJVIA, the County, as well as the participants. A sample of the communication piece that may be used for this event is attached for your information.

The recommended action would execute a one year agreement with Pacific Coast Medical Services effective September 1, 2013 under the same pricing and conditions as the agreement executed by your Board last year.

FISCAL IMPACT/FINANCING:

Funds are available through the claims mitigation fund of the SJVIA currently included in approved budget.

ADMINISTRATIVE SIGN-OFF:

Paul Nerland
SJVIA Manager

Paul Nerland
SJVIA Manager

Rhonda Sjostrom
Interim Assistant SJVIA Manager

BEFORE THE BOARD OF DIRECTORS SAN JOAQUIN VALLEY INSURANCE AUTHORITY

IN THE MATTER OF Request for use of claims mitigation funds to conduct Mobile Mammography Screenings and authorization for execution of contract with Pacific Coast Medical Services.

	RESOLUTION NOAGREEMENT NO				
UPON MOTION OF DIRECTOR					
DIRECTOR,	, THE	FOLLOWING			
THE BOARD OF DIRECTORS, AT AN, BY THE FOLLOWING VOTE: AYES: NOES: ABSTAIN: ABSENT:	OFFIC	IAL MEETING	HELD		
ATTEST:					
* * * * * * *		* * * * * *			

That the Board Approved the Request for use of claims mitigation funds to conduct Mobile Mammography Screenings and Authorized Chair to Execute One-Year Agreement with Pacific Coast Medical Services effective September 1, 2013.

AGREEMENT

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THIS AGREEMENT is made and entered into this 1st Day of September 2013, by and between the San Joaquin Valley Insurance Authority, a Joint Powers Authority within the State of California, (hereinafter "SJVIA"),and Pacific Coast Medical Services, a California Corporation, whose address is 1440 S. State College Blvd. 3-K, Anaheim, Ca. 92806, hereinafter referred to as "CONTRACTOR".

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DEFINITIONS:

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1. Participant shall mean a person deemed eligible by SJVIA whom participates in the services listed in Attachment A.

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Participating Entity shall mean a County, City, Special District or other Joint Powers
 Authority that has been approved by the SJVIA Board of Directors to participate in the
 SJVIA.

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3. Plan shall mean the SJVIA's self-funded Medical Plan.

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4. <u>Plan Sponsor</u> shall have the meaning ascribed to the term "plan sponsor" as be defined as the San Joaquin Valley Insurance Authority or any of its member entities.

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<u>5.</u> Provider shall mean any person or entity who proposes to provide, or does provide, health care services covered under the Plan to a Member.

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6. Health Educator shall mean a Mastered-degree health professional employed by CONTRACTOR.

2021

7. Nurse Health Coach shall mean a Registered Nurse licensed in the state of residence.

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WITNESSETH:

2324

1. OBLIGATIONS OF THE CONTRACTOR

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A. The CONTRACTOR will provide medical management services as listed in

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Exhibit "A.".

B. The CONTRACTOR must obtain approval of the SJVIA before scheduling medical management services with any Participating Entity of the SJVIA.

2. OBLIGATIONS OF THE SJVIA

A. The participating member entity of the SJVIA shall provide access to adequate facilities for CONTRACTOR to perform Bilateral Screening Mammography Exam on dates agreed upon by SJVIA and CONTRACTOR.

3. <u>TERM</u>

This Agreement shall become effective on the 1st day of September 2013, and shall terminate on the 30th day of August 2014.

4. <u>TERMINATION</u>

A. <u>Non-Allocation of Funds</u> - The terms of this Agreement, and the services to be provided thereunder, are contingent on the approval of funds by the appropriating government agency. Should sufficient funds not be allocated, the services provided may be modified, or this Agreement terminated, at any time by giving the CONTRACTOR thirty (30) days advance written notice.

- B. <u>Breach of Contract</u> The SJVIA may immediately suspend or terminate this Agreement in whole or in part, where in the determination of the SJVIA there is:
 - 1) An illegal or improper use of funds;
 - 2) A failure to comply with any term of this Agreement;
 - 3) A substantially incorrect or incomplete report submitted to the SJVIA;
 - 4) Improperly performed service.

In no event shall any payment by the SJVIA constitute a waiver by the SJVIA of any breach of this Agreement or any default which may then exist on the part of the CONTRACTOR. Neither shall such payment impair or prejudice any remedy available to the SJVIA with respect to the breach or default. The SJVIA shall have the right to demand of the CONTRACTOR the repayment to the SJVIA of any funds disbursed to the CONTRACTOR under this Agreement, which in the judgment of the SJVIA were not expended in accordance with the terms of this Agreement. The CONTRACTOR shall promptly refund any such funds upon demand.

C. <u>Without Cause</u> - Under circumstances other than those set forth above, this Agreement may be terminated by SJVIA upon the giving of sixty (60) days advance written

notice of an intention to terminate to CONTRACTOR.

5. <u>COMPENSATION/INVOICING</u>: SJVIA agrees to pay CONTRACTOR and CONTRACTOR agrees to receive compensation as detailed in Exhibit B. Payment under Exhibit B shall be due no earlier than thirty (30) business days after SJVIA's receipt of an accurate and complete invoice from CONTRACTOR. SJVIA shall have no obligation to pay any invoice from CONTRACTOR which SJVIA reasonably disputes until such dispute is resolved to SJVIA's satisfaction.

- 6. OWNERSHIP OF DATA: All data delivered by the SJVIA or its Participating Entities to CONTRACTOR, or which is created by either party for the SJVIA in connection with the performance of this Agreement shall be the exclusive property of the SJVIA. Provider shall be the custodian of such data and will immediately make such data available to the SJVIA upon request during normal working hours. CONTRACTOR shall return all personnel/payroll raw data collected or generated in connection with the performance of the Agreement within thirty (30) days of the termination of this Agreement and shall not access said data for any purpose other than in connection with the performance of this Agreement.
- 7. <u>CONFIDENTIALITY</u>: All data, programs and other materials provided to CONTRACTOR by SJVIA participating entities, Eligible Employees and/or Participants in connection with this Agreement shall be deemed confidential as to the SJVIA and/or such Eligible Employees and/or Participants. Neither the CONTRACTOR, its officers, agents nor employees shall disclose such data to any third party without the express prior written consent of the SJVIA, the affected Eligible Employees and/or Participants.
- A. CONTRACTOR shall protect confidential information from inadvertent disclosure to any third party in the same manner that they protect their own confidential information, unless such disclosure is required in response to a validly issued subpoena or other process of law. The provisions of this section shall continue to survive, upon completion of this Agreement.
- B. The SJVIA agrees to provide CONTRACTOR (or its authorized agents or subcontractors), personnel information including, but not limited to employee names who have

 elected to receive a <u>Bilateral Screening Mammography Exam</u>, for the sole and exclusive purpose of performing services as detailed in Exhibit A..

- C. CONTRACTOR agrees to keep in confidence all information provided by SJVIA and its clients. Provider shall treat such information with at least the same degree of care as CONTRACTOR exercises toward its own employees' personnel and payroll information.
- D. CONTRACTOR shall ensure that no list of persons receiving services under this contract is published, disclosed, or used for any other purpose except for the direct administration of the program or other uses authorized by law that are not in conflict with requirements for confidentiality. Except as otherwise provided in this Agreement, CONTRACTOR, as a Business Associate of SJVIA, may use or disclose protected health information ("PHI") to perform functions, activities or services for or on behalf of SJVIA, as specified in this Agreement, provided that such use or disclosure shall not violate the Health Insurance Portability and Accountability Act (HIPAA), U.S.C. 1320d et seq., and its implementing regulations including but not limited to 45 C.F.R. Parts 142, 160, 162, and 164 (hereafter known as "the Privacy and Security Rules"). The uses and disclosures of PHI may not be more expansive than those applicable to SJVIA, as the "Covered Entity" under the Privacy Rule, except as authorized for management, administrative or legal responsibilities of the Business Associate.
- E. CONTRACTOR shall not use or further disclose PHI other than as permitted or required by this Agreement, or as required by law.
- F. CONTRACTOR shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of PHI that it creates, receives, maintains, or transmits on behalf of SJVIA.
- G. CONTRACTOR shall ensure that any agent, including a subcontractor to whom CONTRACTOR provides PHI received from SJVIA, or to whom CONTRACTOR provides PHI which is created on behalf of SJVIA, agrees to the same restrictions and conditions that apply to CONTRACTOR with respect to such information.
- H. CONTRACTOR shall report to SJVIA in writing within five (5) working days of any security incident of which CONTRACTOR becomes aware. It is understood that if the security

incident is not corrected within sixty (60) days of CONTRACTOR's written notification to SJVIA, CONTRACTOR acknowledges that the SJVIA may terminate this Agreement if SJVIA determines that CONTRACTOR has violated a material term of this Agreement.

- I. CONTRACTOR shall make internal records related to the use, disclosure, and privacy protection of PHI received from SJVIA, or created/received by CONTRACTOR on behalf of SJVIA, available to SJVIA or to the Secretary of the United States Department of Health and Human Services for purposes of investigating or auditing SJVIA's compliance with the Health Insurance Portability and Accountability Act, in a time and manner designated by SJVIA or the Secretary.
- J. CONTRACTOR shall, if feasible, return or destroy all PHI received from SJVIA, or created or received by CONTRACTOR on behalf of SJVIA upon expiration or termination of this Agreement. In the event that CONTRACTOR deems this infeasible, CONTRACTOR shall notify SJVIA of the conditions that make return or destruction infeasible, and upon mutual agreement of the parties that return or destruction is infeasible, extend the protections of this Agreement to the PHI in order to limit future disclosures of PHI by CONTRACTOR.
- K. The parties agree to take such action as is necessary to amend this Agreement as necessary for SJVIA to comply with the requirements of the Privacy and Security Rules and the implementing regulations.
- L. CONTRACTOR shall mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a use or disclosure of PHI by CONTRACTOR in violation of the requirements of this Agreement."
- 8. <u>INDEPENDENT CONTRACTOR</u>: In performance of the work, duties and obligations assumed by CONTRACTOR under this Agreement, it is mutually understood and agreed that CONTRACTOR, including any and all of the CONTRACTOR'S officers, agents, and employees will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of the SJVIA. Furthermore, SJVIA shall have no right to control or supervise or direct the manner or method by which CONTRACTOR shall perform its work and function. However, SJVIA

shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions thereof.

CONTRACTOR and SJVIA shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

Because of its status as an independent contractor, CONTRACTOR shall have absolutely no right to employment rights and benefits available to SJVIA employees.

CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and save SJVIA harmless from all matters relating to payment of CONTRACTOR'S employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement,

CONTRACTOR may be providing services to others unrelated to the SJVIA or to this Agreement.

- 9. <u>MODIFICATION</u>: Any matters of this Agreement may be modified from time to time by the written consent of all the parties without, in any way, affecting the remainder.
- 10. <u>NON-ASSIGNMENT</u>: Contractor currently sub-contracts Fullerton Radiology Group for some services provided through this agreement. This is agreed upon by CONTRACTOR and SJVIA and incorporated into this Agreement. SJVIA is an express third party beneficiary of services provided by Pacific Coast Medical Services. Neither party shall further assign, transfer or sub-contract this Agreement nor their rights or duties under this Agreement without the prior written consent of the other party.
- 11. <u>HOLD HARMLESS</u>: CONTRACTOR agrees to indemnify, save, hold harmless, and at SJVIA'S request, defend the SJVIA, its officers, agents, and employees from any and all costs and expenses, damages, liabilities, claims, and losses occurring or resulting to SJVIA in connection with the performance, or failure to perform, by CONTRACTOR, its officers, agents, or employees under this Agreement, and from any and all costs and expenses, damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the performance, or failure to perform, of CONTRACTOR, its officers,

agents, or employees under this Agreement.

12. <u>INSURANCE</u>

A. Without limiting the SJVIA's right to obtain indemnification from CONTRACTOR or any third parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect, the following insurance policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement:

B. Commercial General Liability

Commercial General Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars (\$2,000,000). This policy shall be issued on a per occurrence basis.

C. Automobile Liability

Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) per person, Five Hundred Thousand Dollars (\$500,000.00) per accident and for property damages of not less than Fifty Thousand Dollars (\$50,000.00), or such coverage with a combined single limit of Five Hundred Thousand Dollars (\$500,000.00). Coverage should include owned and non-owned vehicles used in connection with this Agreement.

D. <u>Professional Liability</u>

If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

E. Worker's Compensation

A policy of Worker's Compensation insurance as may be required by the California Labor Code.

CONTRACTOR shall obtain endorsements to the Commercial General Liability insurance naming the San Joaquin Valley Insurance Authority, its officers, agents, and

1 | 2 | 3 | 4 | 5 | 6

employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by SJVIA, its officers, agents and employees shall be excess only and not contributing with insurance provided under CONTRACTOR's policies herein. This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance written notice given to SJVIA.

Within Thirty (30) days from the date CONTRACTOR signs and executes this Agreement, CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as required herein, to the SJVIA, (Paul Nerland, SJVIA Manager, 2220 Tulare Street, 14th Floor, Fresno, CA 93721), stating that such insurance coverage have been obtained and are in full force; that the San Joaquin Valley Insurance Authority, officers, agents and employees will not be responsible for any premiums on the policies; that such Commercial General Liability insurance names the San Joaquin Valley Insurance Authority, its officers, agents and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by SJVIA, its officers, agents and employees, shall be excess only and not contributing with insurance provided under CONTRACTOR's policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to SJVIA.

In the event CONTRACTOR fails to keep in effect at all times insurance coverage as herein provided, the SJVIA may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

All policies shall be with admitted insurers licensed to do business in the State of California. Insurance purchased shall be purchased from companies possessing a current A.M. Best, Inc. rating of A FSC VII or better.

13. <u>AUDITS AND INSPECTIONS</u>: The CONTRACTOR shall at any time during business hours, and as often as the SJVIA may deem necessary, make available to the SJVIA for examination all of its records and data with respect to the matters covered by this Agreement. The

CONTRACTOR shall, upon request by the SJVIA, permit the SJVIA to audit and inspect all of such records and data necessary to ensure CONTRACTOR'S compliance with the terms of this Agreement.

If this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the Auditor General for a period of three (3) years after final payment under contract (Government Code Section 8546.7).

14. <u>NOTICES</u>: The persons and their addresses having authority to give and receive notices under this Agreement include the following:

SJVIA Paul Nerland, SJVIA Manager 2220 Tulare Street, 14th Floor Fresno, CA 93721 CONTRACTOR
Pacific Coast Medical Services
1440 S. State College Blvd. 3-K

Anaheim, Ca. 92806

Any and all notices between the SJVIA and the CONTRACTOR provided for or permitted under this Agreement or by law shall be in writing and shall be deemed duly served when personally delivered to one of the parties, or in lieu of such personal services, when deposited in the United States Mail, postage prepaid, addressed to such party.

15. <u>GOVERNING LAW</u>: Venue for any action arising out of or related to this Agreement shall only be in Fresno County, California.

The rights and obligations of the parties and all interpretation and performance of this Agreement shall be governed in all respects by the laws of the State of California.

16. <u>ENTIRE AGREEMENT</u>: This Agreement constitutes the entire agreement between the CONTRACTOR and SJVIA with respect to the subject matter hereof and supersedes all previous Agreement negotiations, proposals, commitments, writings, advertisements, publications, and understanding of any nature whatsoever unless expressly included in this Agreement.

1	IN WITNESS WHEREOF, the parties hereto ha	ave executed this Agreement:
2		
3		
4	SAN JOAQUIN VALLEY INSURANCE AUTHORITY	PACIFIC COAST MEDICAL SERVICES
5		
6		
7		
8	Peter Vander Poel, President	Reyna R. Chavez, Owner
9	SJVIA Board of Directors	Pacific Coast Medical Services
10		
11	DATE:	DATE:
12		
13		
14		
15	REVIEWED & RECOMMENDED FOR APPROVAL	
16		
17		
18		_
19	Paul Nerland, SJVIA Manager	
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EXHIBIT "A"

CONTRACTOR will provide the following Medical Management Services for the SJVIA:

Mammography Services:

Mammography services will only be scheduled with a Participating Entity by CONTRACTOR after receiving written approval from the SJVIA. Such services should be scheduled and approved by SJVIA at least 45 days in advance of services unless mutually agreed upon by SJVIA and CONTRACTOR. Upon receiving SJVIA approval, CONTRACTOR shall work directly with Participating Entity to schedule actual dates and locations of mammography services. CONTRACTOR shall provide a notice of privacy practices to each participant before conducting the bilateral screening mammography exam. CONTRACTOR shall handle all health information pursuant to the Health Insurance Portability and Accountability Act (HIPAA). The bilateral screening mammography exam shall result in a Radiologist written report with interpretation being sent to the participant's designated physician 5-7 working days after the day of service. Participants will receive either a normal or an abnormal results letter 7-9 working days after the day of service. A generic outcome report that does not contain unique identifiers pursuant to HIPAA will be sent to the SJVIA no later than 9 days after the last day of service for each participating entity.

EXHIBIT "B"

CONTRACTOR will be compensated for Providing Mammography Services for the SJVIA as detailed below:

Pricing:

- > \$95.00 per exam with a guarantee of 30 exams per day (\$2,850.00)
- > One day of service \$2,850.00
- > 50% deposit (\$1,425.00) due 30 days prior to day of service
- Any exams completed after 35 exams per day, SJVIA will reimburse CONTRACTOR \$95.00 per exam
- > CONTRACTOR will invoice SJVIA for the balance of based on actual exams performed.



BOARD OF DIRECTORS

ANDREAS BORGEAS

JUDITH CASE

MIKE ENNIS

PHIL LARSON

DEBORAH POOCHIGIAN

PETE VANDER POEL

STEVE WORTHLEY

Meeting Location:

Tulare County Employee Retirement Association Board Chambers 136 N Akers St Visalia, CA 93921 August 23, 2013 9:00 AM

AGENDA DATE: August 23, 2013

ITEM NUMBER: 9

SUBJECT: Review of Prescription Plan through June 2013

REQUEST(S): That the Board Receive and File the Report reviewing

the Prescription Plan through June 2013 and Direct

Staff to Return with Recommended Actions (A)

DESCRIPTION:

The SJVIA entered into an agreement with US Script for Pharmacy Benefit Management services for Plan Year 2013 after an extensive RFP process. The County of Fresno, County of Tulare, City of Ceres and City of Tulare participate in the self funded pharmacy program.

Staff directed US Script to prepare a report with an overview of experience over the first six months of the contract for your Board's consideration. Don Anderson, PharmD and the Director of Clinical Account Management at US Script will present this report and discuss options for further mitigating the rising cost of prescription coverage.

See Attached Report

DATE: August 23, 2013

FISCAL IMPACT/FINANCING:

Annual pharmacy expenditures for the SJVIA health plans represent 20.6% of the total SJVIA claims cost. \$15.9 million is the amount in the revised FY 13/14 SJVIA budget related to projected pharmacy claims in the SJVIA.

ADMINISTRATIVE SIGN-OFF:

Paul Neula

Rhonda Sjostrom Paul Nerland SJVIA Manager Interim Assistant SJVIA Manager

Phonola Sjostrom

BEFORE THE BOARD OF DIRECTORS SAN JOAQUIN VALLEY INSURANCE AUTHORITY

IN THE MATTER OF Review of Prescription Plan through June 2013

	RESOLUTION NO				
UPON MOTION OF DIRECTOR		,	SEC	ONDED	ВҮ
DIRECTOR,	THE	FOLLOWING	WAS	ADOPTED	BY
THE BOARD OF DIRECTORS, AT AN	OFFIC	IAL MEETING	HELD		
, BY THE FOLLOWING VOTE: AYES: NOES: ABSTAIN: ABSENT:					
ATTEST:					
F	3Y: _				
* * * * * * *	* * *	* * * * * *	*		

That the Board Received and Filed the Report reviewing the Prescription Plan through June 2013 and Directed Staff to Return with Recommended Actions.





Claims Summary by Group and Plan

January through June 2013

January through June 2013										
Group Name	Plan ID	Ave Eligible Members	Ave Utilizing Members	Number of Rxs	% Generic	Avg Member Cost	Avg Plan Cost	Plan Cost PMPM	Total Plan Cost	Total
County of Fresno	BLUECARDACTIVE	1	1	11	51.25%	\$14.73	\$59.05	\$594.25	\$594.25	
County of Fresno	HMOACTIVE	10,126	3,344	47,930	78.09%	\$11.00	\$84.51	\$399.28	\$4,043,207.03	
County of Fresno	PPOACTIVE	313	190	3,585	74.77%	\$12.55	\$95.36	\$1,093.37	\$341,984.18	\$4,385,785.46
County of Tulare	BLUECARD1000	7	4	63	60.95%	\$14.43	\$109.24	\$867.98	\$6,073.15	
County of Tulare	BLUECARD500	4	3	38	71.88%	\$16.47	\$165.83	\$1,435.09	\$5,218.64	
County of Tulare	HMO	408	156	2,328	79.92%	\$11.02	\$66.01	\$375.45	\$153,218.70	
County of Tulare	PPO0	349	215	4,561	76.11%	\$12.68	\$99.28	\$1,293.98	\$452,207.32	
County of Tulare	PPO1000	1,777	739	13,359	76.73%	\$12.11	\$85.35	\$640.52	\$1,138,100.63	
County of Tulare	PPO500	938	483	8,268	77.44%	\$11.86	\$93.68	\$825.27	\$774,543.93	\$2,529,362.37
City of Tulare	AOPT1	115	30	356	80.10%	\$14.18	\$51.83	\$157.46	\$18,142.15	
City of Tulare	AOPT2	525	160	2,264	76.64%	\$11.80	\$81.97	\$355.57	\$186,284.51	
City of Tulare	AOPT3	145	61	882	72.78%	\$10.52	\$87.22	\$528.53	\$76,685.56	
City of Tulare	COPT1	1	1	0	0.00%	\$0.00	\$0.00	\$0.00	\$0.00	
City of Tulare	RHSA2	3	3	21	57.41%	\$59.85	\$0.00	\$0.00	\$0.00	
City of Tulare	ROPT1	8	6	127	73.33%	\$14.81	\$63.76	\$1,075.45	\$7,794.57	
City of Tulare	ROPT2	30	14	216	68.25%	\$13.81	\$86.96	\$617.47	\$18,603.60	\$307,510.39
City of Ceres	HMO ACTIVES	271	89	1,378	83.74%	\$9.78	\$61.93	\$315.61	\$85,419.77	
City of Ceres	HMO COBRA	2	2	41	72.31%	\$8.84	\$9.00	\$179.31	\$358.62	
City of Ceres	PPO ACTIVES	7	2	7	50.00%	\$6.08	\$43.09	\$136.54	\$955.77	
City of Ceres	PPO COBRA	1	1	3	33.33%	\$1.24	\$0.00	\$0.00	\$0.00	\$86,734.16



Top 10 Drugs by Cost

Rank	Drug Description	Therapeutic Class	Utilizers	Claims	Total Price
1	Atorvastatin	HMG CoA Reductase Inhibitors	553	1,452	\$ 203,774.93
2	Enbrel Srclk	Soluble Tumor Necrosis Factor Receptor Agents	15	86	\$ 185,906.46
3	Abilify	Quinolinone Derivatives	87	217	\$ 175,357.93
4	Lantus	Insulin	197	517	\$ 174,061.03
5	Advair Disku	Sympathomimetics	234	455	\$ 143,401.27
6	Humira Pen	Anti-TNF-alpha - Monoclonoal Antibodies	13	60	\$ 124,380.92
7	Crestor	HMG CoA Reductase Inhibitors	186	468	\$ 118,252.70
8	Novolog	Insulin	96	219	\$ 114,141.23
9	Cymbalta	Serotonin-Norepinephrine Reuptake Inhibitors (SNRIs)	102	342	\$ 108,568.93
10	Stelara	Antipsoriatics	4	10	\$ 102,974.94

Top 10 Drugs by Volume

Rank	Drug Description	Therapeutic Class	Utilizers	Claims	Total Price
1	Hydroco/apap	Opioid Combinations	1,606	3,735	\$ 17,031.88
2	Lisinopril	ACE Inhibitors	738	2,078	\$ 1,049.17
3	Levothyroxin	Thyroid Hormones	665	2,025	\$ 592.05
4	Metformin	Biguanides	648	1,737	\$ 2,717.31
5	Azithromycin	Azithromycin	1,366	1,496	\$ 8,226.68
6	Atorvastatin	HMG CoA Reductase Inhibitors	553	1,452	\$ 203,774.93
7	Proair Hfa	Sympathomimetics	952	1,231	\$ 41,556.72
8	Omeprazole	Proton Pump Inhibitors	569	1,217	\$ 36,868.72
9	Amoxicillin	Aminopenicillins	1,103	1,210	\$ 39.62
1	10 Ibuprofen	Nonsteroidal Anti-inflammatory Agents (NSAIDs)	924	1,150	\$ 142.06



Top 10 Specialty Drugs by Cost

Rank	Drug Description	Therapeutic Class	Claims	Utilizers	Total Price
1	Enbrel Srclk	Soluble Tumor Necrosis Factor Receptor Agents	86	15	\$ 185,906.46
2	Humira Pen	Anti-TNF-alpha - Monoclonoal Antibodies	60	13	\$ 124,380.92
3	Stelara	Antipsoriatics	10	4	\$ 102,974.94
4	Copaxone	Multiple Sclerosis Agents	14	5	\$ 61,737.98
5	Afinitor	Antineoplastic Enzyme Inhibitors	7	1	\$ 53,296.18
6	Sprycel	Antineoplastic Enzyme Inhibitors	6	1	\$ 49,930.98
7	Simponi	Anti-TNF-alpha - Monoclonoal Antibodies	22	6	\$ 49,310.20
8	Tracleer	Pulmonary Hypertension - Endothelin Receptor Antagonists	7	1	\$ 47,960.97
9	Revatio	Pulmonary Hypertension - Phosphodiesterase Inhibitors	6	1	\$ 45,969.24
10	Enoxaparin	Heparins And Heparinoid-Like Agents	33	17	\$ 45,035.59

Top 10 Specialty Drugs by Volume

Rank	Drug Description	Therapeutic Class	Claims	Utilizers Total Price
1	Enbrel Srclk	Soluble Tumor Necrosis Factor Receptor Agents	86	15 \$ 185,906.46
2	Humira Pen	Anti-TNF-alpha - Monoclonoal Antibodies	60	13 \$ 124,380.92
3	Claravis	Acne Products	47	16 \$ 19,714.01
4	Enoxaparin	Heparins And Heparinoid-Like Agents	33	17 \$ 45,035.59
5	Mycophenolat	Immunosuppressive Agents	27	8 \$ 8,980.03
6	Amnesteem	Acne Products	25	13 \$ 7,677.28
7	Cyclosporine	Immunosuppressive Agents	23	2 \$ 4,126.39
8	Simponi	Anti-TNF-alpha - Monoclonoal Antibodies	22	6 \$ 49,310.20
9	Tacrolimus	Immunosuppressive Agents	20	6 \$ 5,491.93
10	Baraclude	Hepatitis Agents	20	4 \$ 19,830.24



Top 10 Therapeutic Classes by Cost

Rank	Therapeutic Class	Utilizers	Claims	Total Price	Brand_Scripts	Generic_Scripts	GFR
1	Insulin	282	1,030	\$ 407,506.76	1,030	-	0.0%
2	HMG CoA Reductase Inhibitors	1,453	3,977	\$ 371,274.13	627	3,350	84.2%
3	Sympathomimetics	1,372	2,314	\$ 256,965.86	2,194	120	5.2%
4	Soluble Tumor Necrosis Factor Receptor Agents	18	105	\$ 225,877.08	105	-	0.0%
5	Opioid Agonists	492	1,410	\$ 213,659.77	192	1,218	86.4%
6	Proton Pump Inhibitors	991	2,455	\$ 209,694.31	462	1,993	81.2%
7	Serotonin-Norepinephrine Reuptake Inhibitors (SNRIs)	293	1,033	\$ 196,775.16	545	488	47.2%
8	Antihypertensive Combinations	729	2,198	\$ 185,165.69	439	1,759	80.0%
9	Quinolinone Derivatives	87	217	\$ 175,357.93	217	-	0.0%
10	Anti-TNF-alpha - Monoclonoal Antibodies	20	82	\$ 173,691.12	82	-	0.0%

Top 10 Therapeutic Classes by Volume

Rank	Therapeutic Class	Utilizers	Claims	Total Price	Brand_Scripts	Generic_Scripts	GFR
1	Opioid Combinations	1,944	4,426	\$ 28,962.29	9	4,417	99.8%
2	HMG CoA Reductase Inhibitors	1,453	3,977	\$ 371,274.13	627	3,350	84.2%
3	ACE Inhibitors	1,026	2,926	\$ 4,218.25	13	2,913	99.6%
4	Selective Serotonin Reuptake Inhibitors (SSRIs)	963	2,797	\$ 63,044.12	23	2,774	99.2%
5	Thyroid Hormones	759	2,534	\$ 3,317.30	399	2,135	84.3%
6	Proton Pump Inhibitors	991	2,455	\$ 209,694.31	462	1,993	81.2%
7	Nonsteroidal Anti-inflammatory Agents (NSAIDs)	1,634	2,446	\$ 54,011.19	191	2,255	92.2%
8	Sympathomimetics	1,372	2,314	\$ 256,965.86	2,194	120	5.2%
9	Antihypertensive Combinations	729	2,198	\$ 185,165.69	439	1,759	80.0%
10	Beta Blockers Cardio-Selective	670	2,008	\$ 39,316.36	217	1,791	89.2%



Top 10 Pharmacy Chains by Total Cost

	Distinct	Brand	Generic	Specialty	Total							
Pharmacy Chain	Utilizers	Claims	Claims	Claims	Claims	E	Brand Billed	G	eneric Billed	Sp	ecialty Billed	Total Billed
WALGREENS DRUG STORE	5,735	9,240	31,054	164	40,294	\$	2,514,387	\$	1,020,205	\$	256,107	\$ 3,534,591
Independent Pharmacies	302	728	872	474	1,600	\$	1,136,608	\$	137,213	\$	1,064,293	\$ 1,273,822
LONGS DRUG STORES CALIFORNIA LLC	1,370	2,480	9,450	24	11,930	\$	445,930	\$	262,179	\$	9,176	\$ 708,109
RITE AID CORPORATION	1,292	2,254	8,904	44	11,158	\$	443,058	\$	242,914	\$	35,845	\$ 685,972
CVS PHARMACY INC	541	630	2,809	8	3,439	\$	126,972	\$	77,390	\$	7,541	\$ 204,362
TARGET CORPORATION	540	940	3,249	6	4,189	\$	146,377	\$	28,671	\$	583	\$ 175,049
GOOD NEIGHBOR PHCY PROVIDER NTWK	547	782	2,426	14	3,208	\$	122,890	\$	50,504	\$	7,745	\$ 173,393
WALMART STORES INC	377	522	2,115	-	2,637	\$	90,984	\$	27,757	\$	-	\$ 118,741
SAVE MART SUPERMARKETS	170	386	1,394	1	1,780	\$	65,693	\$	23,969	\$	260	\$ 89,661
VONS COMPANIES INC	74	333	993	-	1,326	\$	72,237	\$	14,813	\$	-	\$ 87,050

Top 10 Pharmacy Chains by Rx Count

	Distinct	Brand	Generic	Specialty	Total							
Pharmacy Chain	Utilizers	Claims	Claims	Claims	Claims	Brand Billed	G	eneric Billed	Sp	ecialty Billed	1	Total Billed
WALGREENS DRUG STORE	5,735	9,240	31,054	164	40,294	\$ 2,514,387	\$	1,020,205	\$	256,107	\$	3,534,591
LONGS DRUG STORES CALIFORNIA LLC	1,370	2,480	9,450	24	11,930	\$ 445,930	\$	262,179	\$	9,176	\$	708,109
RITE AID CORPORATION	1,292	2,254	8,904	44	11,158	\$ 443,058	\$	242,914	\$	35,845	\$	685,972
TARGET CORPORATION	540	940	3,249	6	4,189	\$ 146,377	\$	28,671	\$	583	\$	175,049
CVS PHARMACY INC	541	630	2,809	8	3,439	\$ 126,972	\$	77,390	\$	7,541	\$	204,362
GOOD NEIGHBOR PHCY PROVIDER NTWK	547	782	2,426	14	3,208	\$ 122,890	\$	50,504	\$	7,745	\$	173,393
WALMART STORES INC	377	522	2,115	-	2,637	\$ 90,984	\$	27,757	\$	-	\$	118,741
SAVE MART SUPERMARKETS	170	386	1,394	1	1,780	\$ 65,693	\$	23,969	\$	260	\$	89,661
Independent Pharmacies	302	728	872	474	1,600	\$ 1,136,608	\$	137,213	\$	1,064,293	\$	1,273,822
VONS COMPANIES INC	74	333	993	-	1,326	\$ 72,237	\$	14,813	\$	-	\$	87,050



Meeting Location:
Tulare County Employee
Retirement Association Board
Chambers
136 N Akers St
Visalia, CA 93921
August 23, 2013 9:00 AM

BOARD OF DIRECTORS

ANDREAS BORGEAS

JUDITH CASE

MIKE ENNIS

PHIL LARSON

DEBORAH POOCHIGIAN

PETE VANDER POEL

STEVE WORTHLEY

AGENDA DATE: August 23, 2013

ITEM NUMBER 10

SUBJECT Review the recommended renewal rates for the 2014

plan year for Medical, Dental, Vision and Kaiser.

REQUEST(S): That the Board receive and file the recommended

renewal rates for the 2014 plan year for Medical,

Dental, Vision and Kaiser.

DESCRIPTION:

Medical:

The renewal has been updated from the preliminary review presented at the July board meeting. The renewal now reflects experience through June 2013 and is still forecasted at an increase of 7-11%. The renewal encompasses all fixed costs, reserve adjustments and forecasted trended paid claims.

The SJVIA is holding sufficient reserves for Incurred but Not Reported (IBNR) liability. The renewal as stated anticipates using a portion of the surplus contingency reserves to reduce the trended renewal increase. Attached is a renewal rate underwriting summary denoting all current and renewal SJVIA rates.

Dental:

At the July 20, 2012 Meeting, the Board recommended exploring efficiencies that could be gained through consolidation of dental plans between Fresno and Tulare Counties as part of the SJVIA. For Plan Year 2013, SJVIA entered into

DATE: August 23, 2013

an agreement with Delta for PPO and DHMO (Dental HMO) coverages. The agreement included a "not to exceed" provision to the County of Fresno and Tulare's rates for 2014, capping their renewal at 10%.

The County of Fresno and Tulare maintained separate PPO benefits and rates in the SJVIA but the rate action is applied uniformly to both. However, the County of Tulare was subject to a 1% penalty for leaving the CSAC EIA Delta program for 2013. This penalty does not apply for 2014 or beyond. As a result the 2014 PPO rates for Tulare are a 0.8% increase while Fresno is 1.9%.

Both Counties share the same benefits and rates for the lower cost DHMO plan. The 2014 rates for the DHMO are increasing by 5%. Included in the renewal for both PPO plans as well as the DHMO plan is a "not to exceed" provision capping the maximum increase for 2015 at 10%. Additionally, all rates include accommodation for projected costs associated with the Affordable Care Act.

Additionally, SJVIA Member entities may choose to modify their dental benefits to adjust rates. These considerations are made at the member entity level and do not require SJIVA Board action.

Vision:

At the July 20, 2012 Meeting, the Board recommended exploring efficiencies that could be gained through consolidation of vision plans between Fresno and Tulare Counties as part of the SJVIA. For Plan Year 2013, SJVIA entered into an agreement with VSP for vision coverage. VSP included a "not to exceed" provision of to the County of Tulare's rates for 2014, capping their renewal at 10%. The County of Fresno rates were guaranteed for three years.

However, due to the Affordable Care Act's Health Insurance Provider Fee, VSP will be increasing rates by 2% to accommodate this tax. Therefore the 2014 rates for County of Fresno will be increasing by 2% in spite of the rate guarantee and by 12% for County of Tulare. The current rates for the City of Shafter and City of San Joaquin will remain unchanged until December 31, 2015.

Because of the relatively low costs of vision coverage, the ACA 2% tax equates to \$0.15 to the Employee Only rates for County of Fresno and \$0.10 to the County of Tulare.

Additionally, SJVIA Member entities may choose to modify their vision benefits to adjust rates. These considerations are made at the member entity level and do not require SJIVA Board action.

DATE: August 23, 2013

Kaiser:

For Plan Year 2013, SJVIA staff explored expanding health plans choices by adding Kaiser Permanente as an option. The County of Fresno and the County of Tulare both have Kaiser options available outside of the SJVIA. Last year, the SJVIA also sought a proposal from Kaiser but the rates presented did not provide any cost savings over the proposals that were already directed to the County of Fresno and Tulare. Further, there was concern that the radical 2013 County of Fresno renewal rate reduction (-41%) proposed by Kaiser would trigger massive migration from the Anthem program resulting in a significant impact to the existing overall SJVIA risk pool. As a result of these factors, the Board directed staff to explore more viable conditions for the 2014 plan year that would maintain rate stability but explore a partnership with Kaiser if viable.

For the past several months, SJVIA staff and Gallagher have worked extensively with Kaiser senior management to develop and negotiate terms that allow for Kaiser to exist within the SJVIA without negative consequence to the existing pool of risk. Specific consideration was given to limit potential migration at County of Fresno while still providing cost savings. For 2014, Kaiser is proposing an SJVIA rate for the County of Fresno that results in a 17% reduction against the 2013 Kaiser rates. This is 2% lower than the 2014 rates if the County of Fresno renewed directly with Kaiser. It is anticipated that less than 10% migration to Kaiser would occur thereby maintaining the stability of the existing SJVIA risk pool.

For the County of Tulare, the SJVIA 2014 Kaiser rates were discounted by 2% over the direct to County renewal offer. This would result in an increase of 7% for the High Option and 6% for the Low Option plan.

The City of Shafter (effective with the SJVIA July 1st) has kept their Kaiser direct plan in place. The Kaiser SJVIA option would guarantee their rates for an additional six months allowing current SJVIA plans as well as Kaiser to next renew on January 1, 2015. Further, the City of Ceres and Sanger would be able to offer Kaiser as an option for a January 1, 2014 effective date.

For other prospective SJVIA member entities with Kaiser in place, Kaiser requires that existing benefits and rates will not be impacted due to entering the SJVIA in the first year. The provision does allow for the plan benefits to be modified if the member entity desires to do so.

DATE: August 23, 2013

In summary, this proposal allows for immediate cost benefits to existing SJVIA member entities, expanded choice, as well as promoting future growth to the SJVIA being able to accommodate more member entity scenarios.

The recommended action would authorize the Chair to execute related agreements with Kaiser and to include Kaiser as an option in related Participation Agreements with Member Entities.

FISCAL IMPACT/FINANCING:

Renewal rates will be discussed and finalized at the next Board Meeting.

ADMINISTRATIVE SIGN-OFF:

Paul Nerland
SJVIA Manager

Paul Nerland
SJVIA Manager

Rhonda Sjostrom
Interim Assistant SJVIA Manager

BEFORE THE BOARD OF DIRECTORS SAN JOAQUIN VALLEY INSURANCE AUTHORITY

IN THE MATTER OF Approve and adopt the recommended renewal rates for the 2013 plan year.

UPON MOTION OF DIRECTOR DIRECTOR	RESOLUTION N AGREEMENT NO		
UPON MOTION OF DIRECTOR	,	SECONDED	ВҮ
DIRECTOR,	THE FOLLOWING	WAS ADOPTED	BY
, BY THE FOLLOWING VOTE: AYES: NOES:	OFFICIAL MEETING	HELD	
ABSENT:			
I	BY:		
* * * * * * *	* * * * * * * * *	*	

That the Board review the projected renewal rates for the 2014plan year.



Meeting Location:

Tulare County Employee
Retirement Association Board
Chambers
136 N Akers St
Visalia, CA 93921
August 23, 2013 9:00 AM

BOARD OF DIRECTORS

ANDREAS BORGEAS

JUDITH CASE

MIKE ENNIS

PHIL LARSON

DEBORAH POOCHIGIAN

PETE VANDER POEL

STEVE WORTHLEY

AGENDA DATE: August 23, 2013

ITEM NUMBER 11

SUBJECT Adopt Fiscal Year Budget 2013-2014

REQUEST(S): That the Board adopt the 2013-2014 Fiscal Year

Budget

DESCRIPTION:

Beginning with calendar year 2013, several components have been added under the purview of the SJVIA. At the Board's direction, Delta Dental, VSP Vision and Prescription Drug coverage for the County of Fresno has all been included in the SJVIA. Additionally, The City of Tulare joined the SJVIA effective July 1, 2012. The enclosed budget also includes projected revenue and expenses for the following new member entities: Cities of Shafter, Sanger, San Joaquin, Ceres and Waterford.

Accordingly, the attached budget reflects the projected costs and revenue for fiscal year 2013-2014 given the above.

FISCAL IMPACT/FINANCING:

None

DATE: August 23, 2013

ADMINISTRATIVE SIGN-OFF:

Paul Nerland SJVIA Manager Rhonda Sjostrom Interim Assistant SJVIA Manager

Phonola Sjostnom

BEFORE THE BOARD OF DIRECTORS SAN JOAQUIN VALLEY INSURANCE AUTHORITY

IN THE MATTER OF Adopt Fiscal Year Budget 2013-2014

That the Board adopted the 2012-2013 Fiscal Year Budget

		SOLUTION N			
UPON MOTION OF DIRECTOR		,	SEC	CONDED	BY
DIRECTOR,	THE	FOLLOWING	WAS	ADOPTED	BY
THE BOARD OF DIRECTORS, AT AN, BY THE FOLLOWING VOTE:	OFFIC	IAL MEETING	HELD)	
AYES: NOES: ABSTAIN: ABSENT:					
ATTEST:					
* * * * * * *		* * * * *			

SJVIA 2013 - 2014 FISCAL BUDGET

		unty of Fresno 013-14 Budget		ounty of Tulare 2013-14 Budget	2	City of Tulare 013-14 Budget		City of Ceres 2013 - 2014 Budget		City of Shafter 2013 - 2014 Budget		City of Sanger 2013 - 2014 Budget	Cit	y of Waterford 2013 - 2014 Budget	Joac	City of San quin 2013 · 2014 Budget	:	SJVIA 2013-14 Budget
REVENUE																		
SJVIA Health Plan Revenue																		
Medical & Rx	\$	54,006,832	\$	21,072,400	\$	3,495,651	\$	1,350,507	\$	633,528	\$	1,396,008	\$	147,084	\$	160,056	\$	82,262,066
Dental	\$	3,829,411	\$	1,383,450		n/a		n/a		n/a		n/a		n/a	\$	13,452	\$	5,226,312
Vision	\$	697,033	\$	162,269		n/a		n/a	\$	15,960		n/a		n/a	\$	2,460	\$	877,722
TOTAL REVENUE	\$	58,533,276	\$	22,618,118	\$	3,495,651	\$	1,350,507	\$	649,488	\$	1,396,008	\$	147,084	\$	175,968	\$	88,366,101
EXPENSES: Fixed																		
1 Specific & Aggregate Stop Loss Insurance (PPO)	\$	138,519	\$	419,269	\$	56,859	\$	844	\$	7,086	\$	16,872	\$	-	\$	337	\$	639,786
2 Administration & Network Fees (PPO)	\$	276,841	\$	837,942	\$	113,636	\$	1,686	\$	14,162	\$	33,720	\$	-	\$	674	\$	1,278,662
3 Chimienti Associates/Hourglass Administration (PPO & Anthem HMO)	\$	431,886	\$	212,862	\$	26,286	\$	8,502	\$	4,134	\$	7,800	\$	936	\$	1,326	\$	693,732
4 GBS Consulting	\$	265,776	\$	119,280	\$	16,176	\$	5,232	\$	2,544	\$	4,800	\$	576	\$	816	\$	415,200
5 SJVIA Association Fee	\$	265,776	\$	65,496	\$	8,088	\$	2,616	\$	1,272	\$	2,400	\$	288	\$	408	\$	346,344
6 SJVIA Non-Founding Member Fee	\$ \$	400.000	\$ \$	-	\$ \$	8,088	\$ \$	2,616 3.924	\$ \$	1,272 1,908	\$ \$	2,400	\$ \$	288 432	\$ \$	408 612	\$	15,072
7 Wellness/Communications 8 Anthem HMO Pooling	\$ \$	199,332 1,237,667	\$	98,244 64,035	\$	12,132	\$	3,924 27,294	\$	1,908 2,887	\$	3,600	\$	432 3,149	\$ \$	3,937	\$	320,184 1,338,969
9 Anthem HMO Administration/Retention	\$	2,179,641	\$	112,772	\$		\$	48,067	\$	5,084	\$		\$	5,546	\$ \$	6,933	\$	2,358,042
10 ACA Reinsurance (PPO)	φ	33,497	\$	101,388	\$	13,750	\$	204	\$	1,714	\$	4,080	\$	0,040	\$	82	\$	154,714
11 ACA Reinsurance (HMO)	φ	56.009	\$	16,646	\$		s.	7.095	\$	750	\$	4,000	\$	819	\$	1,023	\$	82,342
, ,	ð.	,	φ		Φ	-	φ	,				-	Ψ.		-			
12 ACA Insurer Fee (HMO)	\$	738,857	<u>\$</u>	32,559	<u>\$</u>	<u>-</u>	2	13,878	\$	1,468	\$		\$	1,601	\$	2,002	\$	790,365
TOTAL FIXED EXPENSES	\$	5,823,801	\$	2,080,494	\$	255,015	\$	121,957	\$	44,281	\$	75,672	\$	13,635	\$	18,558	\$	8,433,412
EXPENSES: Claims																		
13 Projected Paid Claims PPO	\$	5,680,121	\$	17,192,572	\$	2,331,548	\$	34,593	\$	290,579	\$	691,854	\$	-	\$	13,837	\$	26,235,104
14 Projected Non-Cap HMO Claims	\$	30,440,837	\$	1,574,971	\$	-	\$	671,299	\$	71,003	\$	-	\$	77,458	\$	96,822	\$	32,932,390
15 Anthem MMP HMO Capitation (Fixed Claims Cost)	\$	14,945,098	\$	773,241	\$	<u> </u>	\$	329,578	\$	34,859	\$	-	\$	38,028	\$	47,535	\$	16,168,340
TOTAL CLAIMS EXPENSES	\$	51,066,056	\$	19,540,784	\$	2,331,548	\$	1,035,470	\$	396,441	\$	691,854	\$	115,486	\$	158,194	\$	75,335,833
16 Delta Dental	\$	3,829,411	\$	1,383,450	\$	_	\$	_		n/a		n/a		n/a	\$	13,452	\$	5,226,312
17 VSP	\$	697,033	\$	162,269	\$	-	\$	-	\$	15,960		n/a		n/a	\$	2,460	\$	877,722
	\$	4,526,444	\$	1,545,719	\$	=	\$	-	\$	15,960	\$	-			\$	15,912	\$	6,104,035
TOTAL PROJECTED EXPENSES		04 440 000	•		•	0.500.500		4 457 407		450.000		707 500		100 101		400.004		
TOTAL PROJECTED EXPENSES	\$	61,416,302	\$	23,166,996	\$	2,586,563	\$	1,157,427	#\$	456,682	\$	767,526	#\$	129,121	# \$	192,664	\$	89,873,280
																	<u> </u>	
Beginning Reserve																	\$	10,055,460
Add - Revenue																	\$	88,366,101
Less - Expenses																	\$	(89,873,280)
•																	<u>*</u>	
Equals - Ending Reserves																	\$	8,548,280

February 1, 2013 Page 1 Fiscal Budget 2013-14

Glossary of Terms:

1 Specific & Aggregate Stop Loss Insurance (PPO)

Specific: Insurance coverage for eligible individual specific claims in excess of the \$450,000 plan year deductible up to the lifetime maximum of \$6 million

Aggregate: Insurance coverage for eligible claims under the specific deductible on the aggregated amount for all member claims

2 Anthem ASO Administration & Network Fees (PPO):

ASO is "Administrative Services Only". This definition includes Anthem Blue Cross administration fees and includes access fees to use the Blue Cross network of providers. This is the administration fee for the PPO plan(s), not the HMO plan.

3 Chimienti Associates/Hourglass Administration (PPO & Anthem HMO)

Chimienti &Associates is an independent vendor providing consolidated billing, eligibility, automated enrollment and Section 125 administrative services. Hourglass and ASI are subcontractors to Chimienti Associates that assist in these administrative processes. This line is for non-Kaiser business.

4 GBS Consulting

Gallagher Benefit Services (GBS) is a national benefit consultant who provides professional guidance to SJVIA and respective members concerning health plan matters including but not limited to compliance, underwriting, renewal bidding, employee communication, cost analysis, actuarial, etc. GBS played a significant role in the formation and establishment of SJVIA.

5 SJVIA Association Fee

The association fee will be used by SJVIA for administrative, management, legal, accounting and other services needed to effectively establish and maintain proper functioning of the Joint Powers Authority.

6 SJVIA Non-Founding Member Fee

This additional fee will be assessed to non-founding member entities and be used to offset administrative, management, legal, accounting and other services needed to effectively establish and maintain proper functioning of the Joint Powers Authority.

7 Wellness

This rate category is earmarked for special claims management services and may include some wellness applications that are outside and additional to the claims management services provided by the insurance company.

7 Communications

This rate category is earmarked for special employee communication materials and prospective new City/County member promotional materials. It may include fees for maintaining a presence at such trade associations as CALPELRA, etc.

8 Anthem HMO Pooling

This is for the specific stop loss pooling insurance for claims in excess of \$400k within the HMO (not PPO).

9 Anthem HMO Administration/Retention

Anthem Blue Cross administration fees and includes access fees to use the Blue Cross network of providers for the HMO plan.

10 ACA Reinsurance (PPO)

The Affordable Care Act (ACA) includes the following fees on insurance plans: 1) Patient Centered Outcomes Research Institute (PCORI) - this fee is \$2.00 per covered member per year. 2) Transitional Reinsurance Fee - this fee is \$63.00 per covered member per year.

11 ACA Reinsurance (HMO)

The Affordable Care Act (ACA) includes the following fees on insurance plans: 1) Patient Centered Outcomes Research Institute (PCORI) - this fee is \$2.00 per covered member per year. 2) Transitional Reinsurance Fee - this fee is \$63.00 per covered member per year.

12 ACA Insurer Fee (HMO)

The Affordable Care Act (ACA) levys a new tax on insurers of approximately 2.5% of total premiums. Since the SJVIA is sel-insured for the PPO membership, this tax is only collected on the HMO membership.

13 Projected Paid Claims PPO

Projected self-insured PPO claims for medical and Rx and non-capitated HMO claims (hospital)

14 Projected Non-Cap HMO Claims

Projected self-insured PPO claims for medical and Rx and non-capitated HMO claims (hospital)

15 Anthem MMP HMO Capitation

Amount paid in advance of services on a fixed per member per month basis for professional services (physician) as part of the HMO

16 Delta Dental

Premium for entities covered under the SJVIA Delta Dental program

17 <u>VSP</u>

Premium for entities covered under the SJVIA VSP Vision program