AMENDMENT 6 TO THE ADMINISTRATIVE SERVICES AGREEMENT WITH SAN JOAQUIN VALLEY INSURANCE AUTHORITY

This is an Amendment to the Administrative Services Agreement as of January 1, 2016. This Amendment shall supplement and amend the Agreement between Plan Sponsor and Anthem Blue Cross Life and Health Insurance Company ("Anthem"). If there are any inconsistencies between the terms of the Agreement and this Amendment, the terms of this Amendment shall control.

- 1. Schedule A is replaced by the attached Schedule A.
- 2. Schedule B is replaced by the attached Schedule B.
- 3. Schedule C is added as attached.
- 4. Banking Arrangement Schedule is replaced by the attached Banking Arrangement Schedule.

Anthem Blue Cross Life and Health Insurance Company

J. Brian Ternan By:

Title: President CA Commercial Date: December 7, 2015

SCHEDULE A TO ADMINISTRATIVE SERVICES AGREEMENT WITH SAN JOAQUIN VALLEY INSURANCE AUTHORITY

This Schedule A shall govern the Agreement Period from January 1, 2016 through December 31, 2016. For purposes of this Agreement Period, this Schedule shall supplement and amend the Agreement between the Parties. If there are any inconsistencies between the terms of the Agreement including any prior Schedules, and this Schedule A, the terms of this Schedule A shall control.

Section 1. <u>Effective Date and Renewal Notice</u>

This Agreement Period shall be from 12:01 a.m. January 1, 2016 to the end of the day of December 31, 2016.

Paid Claims shall be processed pursuant to the terms of this Agreement when incurred and paid as follows:

Incurred from December 1, 2009 through December 31, 2016 and Paid from January 1, 2016 through December 31, 2016.

Anthem shall provide any offer to renew this Agreement at least 120 days prior to the end of an Agreement Period.

Section 2. <u>Broker or Consultant Base Compensation</u>

Not Applicable

Section 3. Administrative Services Fees

A. <u>Base Administrative Services Fee</u>

Plan 1

SJVIA PPO Composite \$26.55 per Subscriber per month

(No prescription drug Claim administration)

Plan 2

SJVIA HSA Composite \$26.55 per Subscriber per month

(Includes prescription drug Claim administration)

Plan 3

Sutter County PPO Composite \$44.98 per Subscriber per month

(No prescription drug Claim administration)

Plan 4

Sutter County HSA Composite \$44.98 per Subscriber per month

(Includes prescription drug Claim administration)

EAP Enhanced (6 visits)* \$1.67 per Subscriber* per month *SJVIA County of Tulare only (2753410800)

Article 3(a) Retroactive Adjustments to Enrollment.

Anthem shall credit Administrative Services Fees for each retroactive deletion up to a maximum of 60 days and shall charge Administrative Services Fees for each retroactive addition up to a maximum of 60 days.

B. <u>Health and Wellness Program Fees</u>

Not applicable

C. Other Fees or Credits

<u>Fee for Subrogation Services</u>. The charge to Plan Sponsor is 25% of gross subrogation recovery, or, if outside counsel is retained, 15% of the net recovery after a deduction for outside counsel fees.

<u>Fee for Provider Audit Performed by External Vendors</u>. The charge to Plan Sponsor is 25% of the amount recovered from Vendor audits of Provider activity, including but not limited to credit balance, hospital bill audits, DRG readmissions and high-cost drug audits.

<u>Fee for Overpayment Identification Provided by External Vendors.</u> The charge to Plan Sponsor is 25% of the amount recovered from review of Claims and membership data to identify overpayments, including but not limited to COB, duplicates, contract compliance and eligibility.

<u>Fee for Collection Services Provided by External Vendors</u>. The charge to Plan Sponsor is 25% of the amount recovered by a Vendor in collecting receivables.

Independent Claims Review Fee. Not Applicable; Plan is grandfathered

NCN Fee. When Anthem forwards a non-Network Provider Claim to NCN to negotiate with the non-Network Provider, the Plan Sponsor will pay a fee equal to 25% of the difference between the non-Network Provider's Billed Charges and NCN's negotiated amount. In the absence of successfully negotiated Claims, there will be no fee charged as the amount will be determined by the local Blue plan.

External Stop Loss Carrier Fee. Plan Sponsor shall pay a \$0.50 per Subscriber per month fee* if it utilizes an external stop loss carrier.

*Included in Base Administrative Services Fee

<u>Fee for Integration Services with Pharmacy Carve-out Vendor.</u> Plan Sponsor has carved-out Prescription Drug management services for the PPO plans, and Anthem shall provide integration services. The charge to Plan Sponsor is \$2.09 per PPO Subscriber per month and is included in the Base Administrative Services Fee.

Section 4. Paid Claims, Billing Cycle and Payment Method

A. Paid Claims

Paid Claims are described in Article 1-Paid Claims Definition of the Agreement.

B. <u>Billing Cycle</u>

Refer to the Banking Arrangement Schedule of this Agreement.

Anthem shall notify Plan Sponsor of the amount due to Anthem as a result of Claims processed and paid by Anthem according to the billing cycle described above. The actual date of notification of Paid Claims and the Invoice Due Date will be determined according to Anthem's regular business practices and systems capabilities.

C. Payment Method

Refer to the Banking Arrangement Schedule of this Agreement.

Section 5. Administrative Services Fee Billing Cycle and Payment Method

A. Billing Cycle

Monthly List Bill (pay as billed)

Anthem shall notify Plan Sponsor of the amount due to Anthem pursuant to Section 3 of Schedule A according to the billing cycle described above. The actual date of notification of amounts due and the Invoice Due Date will be determined according to Anthem's regular business practices and systems capabilities.

B. Payment Method

Check Reimbursement. Plan Sponsor shall provide the amount due by check to Anthem through a designated lockbox address as designated on the Administrative fee billing coupon. The check shall be made in accordance with any policies and regulations of the bank necessary to assure that the deposit is credited to Anthem's account no later than the next business day.

Section 6. Claims Runout Services

A. Claims Runout Period

Claims Runout Period shall be for the 12 months following the date of termination of this Agreement.

B. Claims Runout Administrative Services Fees

A separate Claims Runout Administrative Services Fee will not be charged.

Section 7. <u>Other Amendments. The Administrative Services Agreement is otherwise amended as follows:</u>

Inter-Plan Programs Fees

As described in Article 15, certain fees and compensation may be charged each time a Claim is processed through Inter-Plan Programs, which include the BlueCard Program, Negotiated National Account Arrangements, and non-Network Provider Claims pricing arrangements. (Non-Network Provider Claims fees include, but are not limited to administrative expense allowance fees, Central Financial Agency fee and ITS transaction fee). The extent to which these fees and compensation are (i) included in the Base Administrative Services Fee; or (ii) included in Paid Claims or separately billed to Plan Sponsor is as follows:

Included in Base Administrative Services Fee:

BlueCard Program toll-free number fee

BlueCard Program PPO health care provider directory fee. If Plan Sponsor requests paper copies of PPO directories from a non-Anthem state, a fee may be charged by the Host Blue for those directories and charged to the Plan Sponsor. All other fees related to PPO directories are included in the Administrative Services Fee.

Included in Paid Claims or separately billed to Plan Sponsor:

Access fee, which is a percentage of the discount/differential Anthem receives from the Host Blue, based on the current rate in accordance with the BlueCard Program's standard procedures for establishing the access fee rate. The access fee will not exceed \$2,000 for any Claim.

Administrative expense allowance fee ("AEA")

Negotiated National Account Arrangement administrative and/or network access fee. It may be based on either a per Claim, per Subscriber per month or per Member per month basis.

Central Financial Agency fee

ITS transaction fee

Notice of Loss of Grandfathering Status

In the event Plan Sponsor maintains a grandfathered health plan(s), as that term is used in the Patient Protection and Affordable Care Act ("PPACA"), Plan Sponsor shall not make any changes to such plan(s), including, but not limited to, changes with respect to Plan Sponsor contribution levels, without providing Anthem with advance written notice of the intent to change such plan(s). Making changes to grandfathered plans without notice to Anthem may result in the plan(s) losing grandfathered status and significant penalties and/or fines to Plan Sponsor and Anthem. In the event Plan Sponsor implements changes to its plan(s) and does not provide advance notice to Anthem, Plan Sponsor agrees to indemnify Anthem according to the indemnification provisions set forth elsewhere in this Agreement for any penalties, fines or other costs assessed against Anthem.

Additionally, at each renewal after September 23, 2010, Plan Sponsor shall affirm in writing, upon reasonable request of Anthem, that it has not made changes to its plan(s) that would cause the plan(s) to lose its/their grandfathered status.

If Plan Sponsor loses grandfathered Plan status under PPACA and notifies Anthem of such loss no fewer than 90 days before the effective date of the change, Anthem will implement the additional group market (insurance) reforms that apply to non-grandfathered health Plans subject to the provisions of Article 18 of this Agreement.

Anthem Blue Cross Life and Health Insurance Company

By: J. Brian Ternan

Title: President CA Commercial

SCHEDULE B TO ADMINISTRATIVE SERVICES AGREEMENT WITH SAN JOAQUIN VALLEY INSURANCE AUTHORITY

This Schedule B shall govern the Agreement Period from January 1, 2016 through December 31, 2016. For purposes of this Agreement Period, this Schedule B shall supplement and amend the Agreement between the Parties. If there are any inconsistencies between the terms of the Agreement including any prior Schedules and this Schedule B, the terms of this Schedule B shall control.

The following is a list of services that Anthem will provide under this Agreement for the Base Administrative Services Fee listed in Section 3(A) of Schedule A. These services will be furnished to Plan Sponsor in a manner consistent with Anthem's standard policies and procedures for self-funded plans. Anthem may also offer services to Plan Sponsor that have an additional fee. If Plan Sponsor has purchased such services, those services and any additional fees are also listed in Schedule A.

SERVICES INCLUDED IN THE BASE ADMINISTRATIVE SERVICES FEE IN SECTION 3A OF SCHEDULE A

Management Services

- Anthem Benefits and administration, unless otherwise noted below:
- Anthem definitions and exclusions
- --group specific exclusions
- Anthem complaint and appeals process
- Claims incurred and paid as provided in Schedule A
- Accumulation toward plan maximums beginning at zero on effective date
 - --Deductible accumulation (calendar year basis)
- --Out of pocket maximum accumulation (calendar year basis)
- Anthem Claim forms
- -Personalized ID card overprinted with name and logo
- Explanation of Benefits (Non-customized)
- · Acceptance of electronic submission of eligibility information in HIPAA-compliant format
- Preparation of Benefits Booklet (accessible via internet)
- Account reporting standard data reports
- •Billing and Banking Services
- Plan Design consultation
- Employer eServices
- Add and delete Members
- Download administrative forms
- View Member Benefits and request ID cards
- View eligibility
- View Claim status and detail

Claims and Customer Services

- Claims processing services
- · Coordination of Benefits
- Recovery services performed internally by Anthem

- Medicare crossover processing
- · Complaint and appeals processing
- One mandatory level of appeal, one voluntary level of appeal
- Employer customer service, standard business hours
- Member customer service, standard business hours
- 1099s prepared and delivered to Providers
- · Residency-based assessments and/or surcharges and other legislative reporting requirements
- Member eServices

Prescription Benefit Services (HSA Plans only)

- Home delivery pharmacy
- Specialty Pharmacy Services
- Prescription eServices
- Pharmacy locator
- Online formulary
- Point of sale claims processing
- · Home delivery claims processing
- Home delivery call center with toll free number
- Home delivery regular shipping and handling
- Standard management reports
- Ad hoc reports (subject to additional programming charge if required)
- Concurrent Drug Utilization Review (DUR) programs
- Retrospective DURs
- Administrative override (i.e., vacation, lost, stolen or spilled medications)
- Clinical review
- Pharmacy help desk with toll free number
- Pharmacy audits (desk and onsite; routine, in depth or focused)

Health Care Management

- Health Care Management
- Referrals
- Utilization management
- Case management
- Anthem Medical Policy

- SpecialOffers
- HealthCare Advisor
- Care Comparison (where available)
- Transplant services Blues Distinction
- Healthy Solutions Newsletter (available online)
- MyHealth (Member Portal)
- Electronic Health Risk Assessment
- Personal Health Record
- Online Communities
- Member Alerts
- Health and Wellness Services (PPO/HSA Plans)
 - ConditionCare
 - Asthma
 - Pulmonary disease
 - Congestive heart failure
 - Coronary artery disease
 - Diabetes
 - Anthem Health Guide

Networks

- · Access to networks
- Provider Network
- Mental Health/Substance Abuse Network
- Coronary Services Network
- Human Organ and Tissue Transplant Network
- Complex and Rare Cancer Network
- Bariatric Surgery Network
- Network Management
- Anthem.com Provider directory

Anthem Blue Cross Life and Health Insurance Company

By: J. Brian Ternan

Title: President CA Commercial

SCHEDULE C TO ADMINISTRATIVE SERVICES AGREEMENT WITH SAN JOAQUIN VALLEY INSURANCE AUTHORITY

This Schedule C provides certain guarantees pertaining to Anthem Blue Cross Life and Health's performance under the Agreement between the Parties ("Performance Guarantees") and shall be effective for the period from January 1, 2016 through December 31, 2016 (the "Performance Period"). Descriptions of the terms of each Performance Guarantee applicable to the Parties are set forth in the Attachments (the "Attachments") to this Schedule C and made a part of this Schedule C. This Schedule shall supplement and amend the Agreement between the Parties. If there are any inconsistencies between the terms of the Agreement including any prior Schedules and this Schedule C, the terms of this Schedule C shall control.

Section 1. General Conditions

- A. The Performance Guarantees described in the Attachments to this Schedule C shall be in effect only for the Performance Period indicated above, unless specifically indicated otherwise in the Attachments. The Performance Guarantees shall also contain a measurement period (the "Measurement Period") for which any Performance Guarantee will be calculated. If there are any inconsistencies between the terms contained in this Schedule, and the terms contained in any of the Attachments to this Schedule C, the terms of the Attachments to this Schedule C. shall control.
- B. Anthem Blue Cross Life and Health shall conduct an analysis of the data necessary to calculate any one of the Performance Guarantees within the timeframes provided in the Attachments to this Schedule C. In addition, any calculation of Performance Guarantees, reports provided, or analysis performed by Anthem Blue Cross Life and Health shall be based on Anthem Blue Cross Life and Health's then current measurement methodology.
- C. Any audits performed by Anthem Blue Cross Life and Health to test compliance with any of the Performance Guarantees shall be based on a statistically valid sample size with a 95% confidence level.
- D. If the Parties do not execute the Agreement and any Amendment thereto, including this Schedule C, Anthem Blue Cross Life and Health shall have no obligation to make payment under these Performance Guarantees.
- E. Unless otherwise specified in the Attachments to this Schedule C, the measurement of the Performance Guarantee shall be based on: (1) the performance of any service team, business unit, or measurement group assigned by Anthem Blue Cross Life and Health; and (2) data that is maintained and stored by Anthem Blue Cross Life and Health or its Vendors.
- F. If Plan Sponsor terminates the Agreement between the Parties prior to the end of the Performance Period, or if the Agreement is terminated for non-payment, then Plan Sponsor shall forfeit any right to collect any further payments under any outstanding Performance Guarantees, whether such Performance Guarantees are for a prior or current Measurement Period or Performance Period.
- G. Anthem Blue Cross Life and Health reserves the right to make changes to any of the Performance Guarantees provided in the Attachments to this Schedule C upon the occurrence, in Anthem Blue Cross Life and Health's determination, of either:
 - a change to the Plan benefits or the administration of the Plan initiated by Plan Sponsor that results in a substantial change in the services to be performed by Anthem Blue Cross Life and Health or the measurement of a Performance Guarantee; or
 - 2. an increase or decrease of 10% or more of the number of Members that were enrolled for coverage on the latter of the effective date or renewal date of this Agreement.

Should there be a change in occurrence as indicated above and these changes negatively impact Anthem Blue Cross Life and Health's ability to meet the Performance Guarantees, Anthem Blue Cross Life and Health shall have the right to modify the Performance Guarantees contained in the Attachments.

H. For the purposes of calculating compliance with the Performance Guarantees contained in the Attachments to this Schedule C, if a delay in performance of, or inability to perform, a service underlying any of the Performance Guarantees is due to circumstances which are beyond the control of Anthem Blue Cross Life and Health, including but not limited to any act of God, civil riot, floods, fire, acts of terrorists, acts of war, or power outage, such delayed or non-performed service will not count towards the measurement of the applicable Performance Guarantee.

Section 2. Payment

- A. If Anthem Blue Cross Life and Health fails to meet any of the obligations specifically described in a Performance Guarantee, Anthem Blue Cross Life and Health shall pay Plan Sponsor the amount set forth in the Attachment describing the Performance Guarantee. Payment shall be in the form of a credit on Plan Sponsor's invoice for Administrative Services Fees which will occur annually unless otherwise stated in the Performance Guarantee.
- B. Notwithstanding the above, Anthem Blue Cross Life and Health has the right to offset any amounts owed to Plan Sponsor under any of the Performance Guarantees contained in the Attachments to this Schedule C against any amounts owed by Plan Sponsor to Anthem Blue Cross Life and Health under: (1) any Performance Guarantees contained in the Attachments to this Schedule C; (2) the Agreement, or (3) any applicable Stop Loss Policy.
- C. Notwithstanding the foregoing, Anthem Blue Cross Life and Health's obligation to make payment under the Performance Guarantees is conditioned upon Plan Sponsor's timely performance of its obligations provided in the Agreement in this Schedule C and the Attachments, including providing Anthem Blue Cross Life and Health with the information required by Anthem Blue Cross Life and Health in the Attachments. Anthem Blue Cross Life and Health shall not be obligated to make payment under the Performance Guarantee if Plan Sponsor fails to meet any of its obligations provided in the Attachments related to such Performance Guarantee.

Section 3. Maximum Amount Payable Under the Performance Guarantees

Notwithstanding any other provision contained in this Schedule or the Attachments to this Schedule, the maximum amount Anthem Blue Cross Life and Health shall be obligated to pay to Plan Sponsor is:

15% of the base medical Administrative Services Fee for Operational Performance Guarantees.

Anthem Blue Cross Life and Health Insurance Company

By: J. Brian Ternan

Title: President CA Commercial

ATTACHMENT TO SCHEDULE C Performance Guarantees TO ADMINISTRATIVE SERVICES AGREEMENT WITH SAN JOAQUIN VALLEY INSURANCE AUTHORITY

Operational Performance Guarantees

This Attachment is made part of Schedule C and will be effective for the Performance Period from January 1, 2016 through December 31, 2016. This Attachment is intended to supplement and amend the Agreement between the Parties.

Operations	Guar	antees
•		

Performance Category	Year 1	Year 2,3
Claims Timeliness - (14 Calendar Days)	2.0% of Admin. Services Fees	2.0% of Admin. Services Fees
Claim Timeliness - (30 Calendar Days)	2.0% of Admin. Services Fees	2.0% of Admin. Services Fees
Claims Financial Accuracy	2.0% of Admin. Services Fees	2.0% of Admin. Services Fees
Claims Accuracy	2.0% of Admin. Services Fees	2.0% of Admin. Services Fees
Open Enrollment ID Card Issuance	2.0% of Admin. Services Fees	2.0% of Admin. Services Fees
Processing of Ongoing Eligibility Information	2.0% of Admin. Services Fees	2.0% of Admin. Services Fees
Average Speed to Answer	1.0% of Admin. Services Fees	1.0% of Admin. Services Fees
Call Abandonment Rate	1.0% of Admin. Services Fees	1.0% of Admin. Services Fees
First Call Resolution	1.0% of Admin. Services Fees	1.0% of Admin. Services Fees
Total Amount At Risk – Operations	15.0%	15.0%

Additional Terms and Conditions:

Performance will be based on the results of a designated service team/business unit assigned to San Joaquin Valley
 Insurance Authority, unless the guarantee is noted as measured with Employer-specific Data.

Performance Category	Amount at Risk	Guarantee	Penalty Calculation		Measurement and Reporting Period
Claims Timeliness (14 Calendar	Year 1: 2.0% of Admin.	A minimum of 90% of Non-investigated medical Claims will be processed timely. Non-investigated Claims are defined as medical Claims that			Measurement Period Annual
Days)	Claims Claims Timeliness (14 Calendar Year 1: 2.0% of Admin. Services Fees Non-investigated Medical Claims will be processed timely. Non-investigated Claims are defined as medical Claims that	Reporting Period			
		88.0% to 89.9. %	25%	Annual	
		This Guarantee will be calculated based on the number of Non-			_
		number of Non-investigated Claims. The calculation of this Guarantee does not include Claim adjustments. The calculation of this Guarantee also excludes in any quarter, Claims for an Employer that requests changes to Plan benefits, until all such	Less than 85.0%	100%	-
		This will be measured with Employer-specific Data.			

Performance Category	Amount at Risk	Guarantee	Penalty Calo	culation		Measurement and Reporting Period	
Claim Timeliness (30 Calendar	Year 1:	A minimum of 98% of Non-investigated medical Claims will be processed timely.				Measurement Period	
Days) Se Ye 2.0	2.0% of Admin. Services Fees Year 2, 3:	Non-investigated medical Claims are defined as Claims that process through the system without the need to obtain additional information from the Provider, Subscriber, or other external sources. Processed Timely is defined as Non-investigated medical Claims that have been finalized within 30 calendar days of receipt. This Guarantee will be calculated based on the number of Non-investigated Claims that Processed Timely divided by the total number of in-investigated Claims. The calculation of this Guarantee does not include Claim adjustments. The calculation of this Guarantee also excludes in any quarter, Claims for an Employer that requests changes to Plan benefits, until all such changes have been implemented.	Result		Penalty	Annual	
			98.0% or G	reater	None	Reporting Period Annual	
	2.0% of Admin.		96.0% to 9		25%		
	Services Fees		94.0% to 9		50%		
			92.0% to 9		75%		
			Less than 9		100%		
		This will be measured with Employer-specific Data.					
Claims Financial Accuracy	Year 1: 2.0% of Admin.	A minimum of 99% of medical Claim dollars will be processed accurately.				Measurement Period	
	Services Fees	This Guarantee will be calculated based on the total dollar amount of audited medical Claims paid correctly divided by the	Result		Penalty	Annual	
		total dollar amount of audited medical Paid Claims. The	99.0% or G	Greater	None	-	
	Year 2, 3:	calculation of this Guarantee includes both underpayments and overpayments. The calculation of this Guarantee does not	98.0% to 98	8.9%	25%	Reporting Period	
	2.0% of Admin. Services Fees	include Claim adjustments or Claims in any quarter in which an	97.0% to 9	7.9%	50%	Annual	
	Services rees	Employer requests changes to Plan benefits, until all such changes have been implemented.	96.0% to 9	6.9%	75%	-	
			Less than 9	96.0%	100%		
Claims Accuracy	Year 1: 2.0% of Admin. Services Fees	A minimum of 97% of medical Claims will be paid or denied correctly. This Guarantee will be calculated based on the number of audited medical Claims paid and denied correctly divided by the total number of audited medical Claims paid and denied. The				Measurement Period Annual	
	Year 2, 3:		Result		Penalty	-	
	2.0% of Admin.	total number of audited medical Claims paid and denied. The calculation of this Guarantee excludes in any quarter Claims for	97.0% or G		None	Reporting Period	
	Services Fees	an Employer that requests changes to Plan benefits, until all such changes have been implemented.	96.0% to 9		25%	Annual	
		such dranges have been implemented.	95.0% to 9		50%	-	
			94.0% to 9		75%	-	
Open Enrollment	Year 1:	100% of ID cards will be mailed to Open Enrollment participants	Less than 9	94.0%	100%	Measurement	
ID Card Issuance	2.0% of Admin. Services Fees	no later than the Employer's effective date provided that Anthem receives an accurate eligibility file.				Period Employer's	
	Year 2, 3: 2.0% of Admin. Services Fees	An Accurate Eligibility File is defined as (1) an electronic eligibility File is defined as (1) an electronic eligibility file formatted in a mutually agreed upon manner; (2) received by Anthem no later than 30 calendar days prior to the Employer's effective date; and, (3) contains an error rate of less than 1%.	An Accurate Eligibility File is defined as (1) an electronic eligibility file formatted in a mutually agreed upon manner: (2) received by	Doorda	Donelle		effective date
			Anthem no later than 30 calendar days prior to the Employer's		Penalty		-
				None	JD Cand	Reporting Period	
		This will be measured with Employer-specific Data.	to not to 99.9% of am	\$100 per		60 days following the Employer's effective date.	
				for this m			
			98.0% to	50%		-	
			98.9% 97.0% to	75%		-	
			97.9%	100%		-	
			than 97.0%	-3,0			

Performance Category	Amount at Risk	Guarantee	Penalty Calculation		Measurement and Reporting Period
Processing of Ongoing Eligibility Information Year 1: 2.0% of Admin. Services Fees Year 2, 3: 2.0% of Admin. Services Fees	Year 1:	100% of Employer's ongoing electronic eligibility files will be processed timely.	Result	Penalty	Measurement Period Annual
			100%	None	
		Timely Processing is defined as electronic eligibility files processed and updated on the eligibility database within 7	98.0% to 99.9%	25%	
		business days of receipt of an eligibility file. This Guarantee only applies to the processing of eligibility files submitted by Employer	96.0% to 97.9%	50%	Reporting Perio
		outside of an open enrollment period. This Guarantee does not	94.0% to 95.9%	75%	
		apply to a defective eligibility file. A defective Eligibility File is defined as an eligibility file that has issues that prevent Anthem's processing of the file. Anthem's payment of this Guarantee is conditioned upon receipt of eligibility files in a format mutually agreed upon by the Parties.	Less than 94.0% 100%	Annual	
	This Guarantee will be calculated by (1) dividing the total number of eligibility files processed within the timeframe set forth above by (2) the number of Employer's eligibility files processed.				
		This will be measured with Employer-specific Data.			
Average Speed	Year 1:	The average speed to answer (ASA) will be 45 seconds or less.			Measurement
to Answer	1.0% of Admin.	ASA is defined as the average number of whole seconds	Result	Penalty	Period Annual
Se	Services Fees	members wait and/or are in the telephone system before receiving a response from a customer service representative (CSR) or an interactive voice response (IVR) unit. This	45 seconds or less	None	
	Year 2, 3:	Guarantee will be calculated based on the total number of calls received in the customer service telephone system.	46 to 48 seconds	25%	Reporting Period
	1.0% of Admin.	received in the customer service telephone system.	49 to 51 seconds	50%	Annual
Services Fees	Services Fees		52 to 54 seconds	75%	
			55 or more seconds	100%	
Call	Year 1:	A maximum of 5.0% of member calls will be abandoned.			Measurement
Abandonment Rate	1.0% of Admin. Services Fees	Abandoned Calls are defined as member calls that are waiting for a customer service representative (CSR), but are abandoned before connecting with a CSR. This Guarantee will be calculated based on the number of calls abandoned divided by the total number of calls received in the customer service telephone system. Calls that are abandoned in less than 5	Result	Penalty	<u>Period</u> Annual
	Year 2, 3:		5.0% or Less	None	Reporting Period Annual
	1.0% of Admin.		5.01% to 5.40%	25%	
	Services Fees	seconds will not be included in this calculation.	5.41% to 5.70%	50%	
			5.71% to 5.99%	75%	
			6.0% or Greater	100%	
First Call Resolution	Year 1:	initial contact with no further follow up required. First Call Resolution is defined as member callers receiving a response to their inquiry during an initial contact with no further follow-up required. This Guarantee will be calculated based on the total number of members who receive a First Call Resolution divided by the total number of calls received into the customer service telephone system. Result 85.0% or Greater N 83.0% to 84.9% 24.5% to 83.0% to 84.9%		Measurement Period	
	Services Fees		Result	Penalty	Annual
	Voor 2 3:		85.0% or Greater	None	Reporting Period Annual
	,		83.0% to 84.9%	25%	
	1.0% of Admin. Services Fees		81.5% to 82.9%	50%	
			80.0% to 81.4%	75%	
		Less than 80.0%	100%		

BANKING ARRANGEMENT SCHEDULE TO ADMINISTRATIVE SERVICES AGREEMENT WITH

San Joaquin Valley Insurance Authority

This Banking Arrangement Schedule, which describes the bank account method by which Plan Sponsor will fund Paid Claims and other charges agreed to by the Parties under this Agreement. For purposes of this Agreement Period, this Schedule shall supplement and amend the Agreement between the Parties. If there are any inconsistencies between the terms of the Agreement, including any prior Schedules and this Banking Arrangement Schedule, the terms of this Banking Arrangement Schedule shall control.

Plan Sponsor shall open and maintain, at its cost, a demand deposit bank account ("Account") in a bank mutually acceptable to the Parties to this Agreement. Plan Sponsor agrees to execute all documents necessary for Anthem to access the Account, including the authority to issue stop payment on checks or other payments. The Account shall be at all times in compliance with the following:

Unless otherwise agreed to by the Parties, all Paid Claims, and other charges consistent with the terms of the Agreement shall be paid from the designated Account.

Plan Sponsor authorizes Anthem, as Plan Sponsor's disbursing agent, to:

Issue payments on a daily basis from the Account. Such payment shall be in a form mutually agreed to by the Parties.

Use Plan Sponsor's signature on all checks issued for the payment of Claims.

Initiate ACH demand debit transactions to withdraw any other amounts due under this Agreement by the Invoice Due Date.

Anthem or the designated bank shall provide Plan Sponsor daily notice of the total dollar amount of payments issued. Anthem shall provide an itemization of the charges deducted from the Account and any credits to the Account.

Plan Sponsor agrees that it will, at all times, have sufficient funds available in the Account to satisfy its obligations under this Agreement. Should Plan Sponsor fail to provide sufficient funds to satisfy its obligations, Anthem shall not have an obligation to make its own funds available for such payments.

Billing and Banking

Billing and Banking

Anthem shall provide the Plan Sponsor:

- An estimate of Claims incurred but not paid within an Agreement Period
- An annual settlement report no later than 4 months following the end of an Agreement Period

If the annual settlement report indicates that Anthem owes Plan Sponsor money, Anthem shall pay or credit the Plan Sponsor immediately following the reconciliation. If the annual settlement report indicates that Plan Sponsor owes Anthem money, Anthem shall provide Plan Sponsor with an invoice and Plan Sponsor shall pay any amounts due by the Invoice Due Date.

Banking Fees

Plan Sponsor shall pay Anthem the following banking fees:

Change of designated Account \$1,500 Change to check signature, check name, or check logo \$250 for each Plan Sponsor reinstates Account after such Account has been terminated \$3,000 Election of positive pay file transmission to verify valid checks \$150 per month Election of positive pay file transmission after Plan Sponsor effective date \$750

Anthem Blue Cross Life and Health Insurance Company

Ву:

J. Brian Ternan

Title:

President CA Commercial