

**AMENDMENT 13 TO THE
ADMINISTRATIVE SERVICES AGREEMENT**

**WITH
SAN JOAQUIN VALLEY INSURANCE AUTHORITY**


This Amendment is made part of the Administrative Services Agreement and is effective January 1, 2023. This Amendment supplements and amends the Agreement between JPA and Anthem Blue Cross Life and Health Insurance Company dba Anthem. If there are any inconsistencies between the terms of the Agreement or its Schedules and this Amendment, the terms of this Amendment shall control.

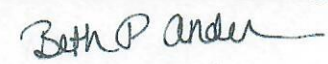
1. SCHEDULE A is replaced by the attached SCHEDULE A.
2. SCHEDULE B is replaced by the attached SCHEDULE B.
3. SCHEDULE C is replaced by the attached SCHEDULE C.

IN WITNESS WHEREOF, Anthem has caused this Amendment to be executed by affixing the signature of its duly authorized officer.

San Joaquin Valley Insurance Authority

Anthem Blue Cross Life and Health Insurance Company

By: 
Title: Steve Brandon
Date: President of the Board of Directors
12/28/22

By: 
Title: Beth Andersen
Date: President, CA Commercial Business
November 22, 2022

**SCHEDULE A
TO
ADMINISTRATIVE SERVICES AGREEMENT
WITH
San Joaquin Valley Insurance Authority**

This Schedule A shall govern the Agreement Period from January 1, 2023 through December 31, 2023. 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. Effective Date and Renewal Notice

This Agreement Period shall be from 12:01 a.m. January 1, 2023 to the end of the day of December 31, 2023.

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

Incurred from 12/01/2009 through 12/31/2023 and

Paid from 01/01/2023 through 12/31/2023.

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

Section 2. Broker or Consultant Base Compensation

Not applicable

Section 3. Administrative Services Fees

Change to Administrative Services Fees. In addition to the provisions in Article 18(c), Anthem reserves the right to change the Administrative Services Fees provided in this Section 3 of Schedule A during the Agreement Period based upon the occurrence of any of the following events:

- JPA's Member to Subscriber ratio is not within +/-5% of 1.61;
- JPA's enrollment is not within +/-10% of 6,894 Subscribers;
- JPA moves any of the Plan benefits administered under this Agreement to another administrator or to a public or private exchange;
- A change in law or regulation that materially impacts underwriting assumptions made at the time of the offer or renewal.

A. Base Administrative Services Fee

PPO (SJVIA PPO (County of Fresno))

Base Administrative Services Fee \$38.00 per Subscriber per month

EPO (SJVIA EPO (County of Fresno))

Base Administrative Services Fee \$38.00 per Subscriber per month

HSA (SJVIA PPO HSA (County of Fresno))

Base Administrative Services Fee \$38.00 per Subscriber per month

PPO (SJVIA PPO (County of Tulare))

Base Administrative Services Fee \$38.00 per Subscriber per month

HSA (SJVIA PPO HSA (County of Tulare))

Base Administrative Services Fee \$38.00 per Subscriber per month

Fee Cap for the Base Administrative Services Fee. Upon offer and acceptance of renewal, Anthem will cap the Base Administrative Services Fees in Year 2 (2024) and upon offer and acceptance and renewal, Anthem will cap the Base Administrative Services Fees in Year 3 (2025). The Fee Cap for the Base Administrative Services Fee is based upon the following calculation: the Base Administrative Services Fee for the Agreement Period effective from January 1, 2024 through December 31, 2024 will not exceed \$38.00 per Subscriber per Month. The Base Administrative Services Fee for the Agreement Period effective from January 1, 2025 through December 31, 2025 will not exceed \$38.00 Per Subscriber Per Month. The Fee Cap does not apply to list exclusions:

Anthem reserves the right to revise this proposal or modify these fees or rates under any of the following circumstances:

- 1- Due to any taxes, fees and assessments prescribed by any statutory, regulatory or other legal authority, that in Anthem's discretion, invalidates this proposal.
- 2- Legislation or other matters that impact Anthem's costs or revenues under this proposal.
- 3- Should the total enrollment or enrollment distribution by membership type, product or location change by 10% or more from that assumed when preparing the pricing for this proposal.
- 4- Actual Member to Subscriber ratio is not within +/-5% of 1.59.
- 5- A change to the plan benefits that result in substantial changes in the service or networks, as determined by Anthem.
- 6- Changes in terms, conditions, services or product from this proposal.
- 7- Any of the plan benefits administered by Anthem are moved to another third party administrator or private exchanges.
- 8- Anthem is not the sole medical carrier with the exception of Kaiser.
- 9- There is a change in the nature of the group's business.
- 10- There is a change in the ownership of the group's business.

Anthem reserves the right to make changes to the Fee Cap for the Base Administrative Services Fee, upon the occurrence of any of the events listed in Article 18(c) of the Agreement, as well as a change resulting in an increase or decrease of 10% or more in the product, geographic location or membership tier of the Members, enrolled for coverage on the date the Base Administrative Services Fee was last modified.

If the Parties do not have an executed Agreement, Anthem reserves the right to withdraw the Fee Cap for the Base Administrative Services Fee.

Article 3(a) Retroactivity.

Notwithstanding anything to the contrary in the Agreement, Anthem reserves the right to limit the effective date of retroactive enrollment to a date not earlier than 60 days prior to the date the notice is received and Anthem reserves the right to limit retroactive terminations to a maximum of 60 days prior to the date the notice is received. Anthem reserves the right to not process Claims for retroactive additions beyond 60 days and to not pursue recovery of Claims for retroactive terminations beyond 60 days. Additionally, Anthem is not required to initiate recovery services if the Provider agreement or any law or regulation precludes recovery. Anthem shall credit per Subscriber per month and per Member per month 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. Health and Wellness Program Fees

PPO (SJVIA PPO (County of Fresno))

Anthem Health Guide: Standard	Included in base fee
24/7 NurseLine	Included in base fee
Condition Care Core Bundle: Asthma, Pulmonary Disease, Congestive Heart Failure, Coronary Artery Disease, Diabetes	Included in base fee
My Health Advantage-Gold Level without Daily Alerts	Included in base fee
Building Healthy Families	Included in base fee

EPO (SJVIA EPO (County of Fresno))

Anthem Health Guide: Standard	Included in base fee
24/7 NurseLine	Included in base fee
Condition Care Core Bundle: Asthma, Pulmonary Disease, Congestive Heart Failure, Coronary Artery Disease, Diabetes	Included in base fee
My Health Advantage-Gold Level without Daily Alerts	Included in base fee
Building Healthy Families	Included in base fee

HSA (SJVIA PPO HSA (County of Fresno))

Anthem Health Guide: Standard	Included in base fee
24/7 NurseLine	Included in base fee
Condition Care Core Bundle: Asthma, Pulmonary Disease, Congestive Heart Failure, Coronary Artery Disease, Diabetes	Included in base fee
My Health Advantage-Gold Level without Daily Alerts	Included in base fee
Building Healthy Families	Included in base fee

PPO (SJVIA PPO (County of Tulare))

24/7 NurseLine	Included in base fee
Condition Care Core Bundle: Asthma, Pulmonary Disease, Congestive Heart Failure, Coronary Artery Disease, Diabetes	Included in base fee
My Health Advantage-Gold Level without Daily Alerts	Included in base fee
Building Healthy Families	Included in base fee

HSA (SJVIA PPO HSA (County of Tulare))

24/7 NurseLine	Included in base fee
Condition Care Core Bundle: Asthma, Pulmonary Disease, Congestive Heart Failure, Coronary Artery Disease, Diabetes	Included in base fee
My Health Advantage-Gold Level without Daily Alerts	Included in base fee
Building Healthy Families	Included in base fee

C. Other Fees or Credits

Fee for Subrogation Services. The charge to JPA is 25% of gross subrogation recovery.

Fee for Overpayment Identification, Prevention, and Claims Prepayment Analysis Activities. The charge to JPA is 25% of (i) the amount recovered from review of Claims and membership data and audits of Provider and vendor activity to identify overpayments and (ii) the difference between the amount JPA would have been charged absent prevention or prepayment analysis activities and the amount that was charged to JPA following performance of prevention or prepayment analysis activities. This includes, but is not limited to, COB, Host Blue activities, contract compliance, and eligibility. The fee for Overpayment Identification, Prevention, and Claims Prepayment Analysis Activities will not exceed \$25,000.00 per Claim.

Fee for Independent Claims Review: \$500.00 per independent review.

Fees and Costs for Independent Dispute Resolution. Notwithstanding anything to the contrary in the Agreement, JPA shall assume liability for payment of all fees and costs, including but not limited to arbitrator fees, charged to or paid by Anthem as part of independent dispute resolution processes.

Enhanced Personal Health Care Fee. A fee shall be charged for Anthem's oversight of Enhanced Personal Health Care with Providers or Vendors. Such fee shall be 25% of the per attributed Member per month amount charged to JPA for the Provider performance bonus portion of the Enhanced Personal Health Care program. These charges are included in Paid Claims on the invoice and may accumulate towards any stop loss policy amounts.

Non-Network Savings Fee. When Anthem forwards a non-Network Provider Claim to Vendor to negotiate with the non-Network Provider, JPA will pay a fee equal to 50% of the difference between the non-Network Provider's Billed Charges and Vendor'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. These Claims will not be included in any Performance Guarantee calculations.

Medical Drug Rebates. Anthem shall retain 100% of the rebates it receives directly from pharmaceutical manufacturers for Claims for Prescription Drugs administered by Anthem and covered under the medical benefit portion of the Plan(s) ("Medical Drug Rebates").

Unidentified Recoveries. Anthem shall retain any funds received through recovery processes that are paid to Anthem and, following good faith and reasonable efforts, cannot be tied to a specific JPA or Member.

Third Party Stop Loss Reporting Fee. Fee for generation of reports delivered to an external stop loss carrier is included in the Base Administrative Services Fee. Confidentiality Agreements must be completed with JPA and the third party stop loss carrier prior to files being released. Anthem shall assume no liability or responsibility to JPA if the stop loss carrier determines that a stop loss claim is not covered for any reason.

Fee for Accumulation of Essential Health Benefits Cost Shares with Pharmacy Carve-out Vendor. Anthem shall coordinate with the JPA's pharmacy carve-out vendor to accumulate cost shares for Essential Health Benefits, as defined under the Affordable Care Act, to the deductibles and out-of-pocket maximums. The charge to JPA is included in the Base Administrative Services Fee.

Fee for Claims Data File Transfer from Pharmacy Carve-out Vendor to Support Quality and Cost of Care Management Program. Anthem shall obtain pharmacy claims data from the pharmacy carve-out vendor for use in Care Management Programs, including Payment Innovation Programs to help manage quality and cost of care. The charge to the JPA is included in the Base Administrative Services Fee.

Fee for Ad Hoc Reports. Anthem shall provide, on an annual basis, up to 20 hours of time needed to generate custom or ad hoc reports at no additional charge. The charge to JPA beyond 20 hours per year is \$150.00 per hour for time needed to generate custom or ad hoc reports.

Fee for Electronic Data Feeds to an Outside Vendor. Anthem shall provide, on an annual basis, up to 12 electronic data feeds to an outside vendor in Anthem's standard format. The charge to Employer is \$1,000.00 for each additional feed.

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. Billing Cycle

Weekly

Anthem shall notify JPA 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

ACH Demand Debit Reimbursement for Paid Claims. Anthem will initiate an ACH demand debit transaction that will withdraw the amount due from a designated JPA bank account no later than the next business day following the Invoice Due Date, however, if the Invoice Due Date falls on either a banking holiday, a Saturday or a Sunday, the withdrawal shall be made on the following banking day.

Section 5. Administrative Services Fees Billing Cycle and Payment Method

A. Billing Cycle

Self-Bill. The Invoice Due Date is the 1st day of each month and funds are due on that day.

B. Payment Method

Check Reimbursement. JPA 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

Medical:

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

B. Claims Runout Administrative Services Fee

Medical:

The fee for Claims Runout Services is included in the Base Administrative Services Fees in Section 3(A) of this Schedule A. Fees in Sections 3(B) and 3(C) of this Schedule A that (i) are associated with Claims processed or reviewed during the Claims Runout Period including without limitation subrogation fees, Claims prepayment analysis fees, recovery fees, discount share fees, network access fees; or (ii) apply to the Agreement Period but were not billed during the Agreement Period, will be billed and payable during the Claims Runout Period. Payment is due to Anthem by the Invoice Due Date.

Section 7. Inter-Plan Arrangements

Certain fees and compensation are charged each time a Claim is processed through the BlueCard Program and include, but are not limited to, Access Fees, Administrative Expense Allowance Fees, Central Financial Agency Fees and ITS Transaction Fees. Other Inter-Plan Arrangement related fees that Anthem may charge include, but are not limited to, fees for BlueCross Blue Shield Global Core® Program services. These fees may be separately billed or included in Paid Claims. 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 JPA is as follows:

BlueCard Fees

Access Fees and AEA will be included in the Base Administrative Services Fees for Claims incurred in the Anthem Service Areas for the following states: California, Colorado, Connecticut, Georgia, Indiana, Kentucky, Maine, Missouri, Nevada, New Hampshire, New York, Ohio, Virginia, and Wisconsin.

Access Fees (Network Provider Claims only):

- 2.02% for 1,000 - 9,999 Blue PPO enrolled Subscribers of network savings, capped at \$2,000.00 per Claim.

Administrative Expense Allowance Fees ("AEA") (Network Provider and Non-Network Provider Claims):

- Network Provider - \$4.00 per professional Claim and \$9.75 per institutional Claim for 1,000–49, 999 Blue PPO enrolled Subscribers.
- Non-Network Provider - \$3.00 per Claim.

Central Financial Agency Fee ("CFA") (Network Provider, Non-Network Provider and Blue Cross Blue Shield Global Core Claims):

- \$0.35 per payment notice.

ITS Transaction Fee ("ITS") (Network Provider, Non-Network Provider and Blue Cross Blue Shield Global Core Program Claims):

- \$0.05 per transaction.

Negotiated Arrangement Fees - Not Applicable

Blue Cross Blue Shield Global Core Fees

Administrative Expense Allowance Fee:

- \$4.35 per Member-submitted Claim;
- \$5.50 per professional Claim; and
- \$18.55 per institutional Claim.

All other fees associated with the Blue Cross Blue Shield Global Core program, except the CFA and ITS Fees described above, are included in the Base Administrative Services Fee.

Section 8. Other Amendments. The Administrative Services Agreement is otherwise amended as follows:

Notice of Loss of Grandfathering Status

In the event JPA maintains a grandfathered health plan(s), as that term is used in the Patient Protection and Affordable Care Act ("PPACA"), JPA shall not make any changes to such plan(s), including, but not limited to, changes with respect to JPA 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 JPA and Anthem. In the event JPA implements changes to its plan(s) and does not provide advance notice to Anthem, JPA 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, JPA 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 JPA 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.

San Joaquin Valley Insurance Authority

Anthem Blue Cross Life and Health Insurance Company



By: _____
Title: _____
Date: _____

By: Beth Andersen
Title: President, CA Commercial Business
Date: November 22, 2022

**SCHEDULE B
TO
ADMINISTRATIVE SERVICES AGREEMENT
WITH
San Joaquin Valley Insurance Authority**

This Schedule B shall govern the Agreement Period from January 1, 2023 through December 31, 2023. 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 JPA in a manner consistent with Anthem's standard policies and procedures for self-funded plans.

Anthem may also offer additional, optional services to JPA, and such services, whether or not purchased by JPA, are not included in the services set forth below in this Schedule B. By way of example and not limitation, Anthem may offer certain optional programs that include utilization management activities. In such event, the services associated with those programs are not included in the services described below. Services under Article 13 will only be pursued or performed for Claims associated with these programs or that would have been impacted by these programs if the programs are purchased by JPA. If JPA 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's benefits and administration as described in this paragraph:

- Anthem definitions, and exclusions
- Anthem complaint and appeals process (One mandatory level of appeal, one voluntary level of appeal)
- Claims incurred and paid as provided in Schedule A, excluding activities related to Claim recovery
- Accumulation toward plan maximums beginning at zero on effective date
- Anthem Claim forms
- ID card
- 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
- Standard billing and banking services
- Plan Design consultation
- JPA eServices
 - Add and delete Members
 - Download administrative forms
 - View Member Benefits and request ID cards
 - View eligibility
 - View Claim status and detail
- Responsible Reporting Entity for the Plan
- Information for preparation of SBC

Claims and Customer Services

- Claims processing services
- Medicare crossover processing
- JPA 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
- Member identity theft and credit monitoring and identity repair

Care Management

- Health Care Management
 - Referrals
 - Utilization management
 - Case management
 - Anthem Medical Policy
- SpecialOffers
- Member Digital Tools

Networks

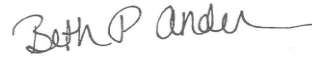
- Network Access and Management
- Online Provider directory

Other Services Required by Federal Law (as of the applicable effective date)

- Advance explanation of benefits upon Provider request
- Member cost transparency tool access
- Continuity of care administration for Provider termination from the network
- Air ambulance Provider reporting
- Upon request, Anthem will provide the non-quantitative treatment limitation analysis for the standard services that Anthem provides under the Agreement. Anthem will also provide reasonable assistance to JPA in the event of a regulatory audit for compliance with the Mental Health Parity and Addiction Equity Act.
- Posting of machine readable files on a monthly basis for the services Anthem administers for the Plan on www.anthem.com
- Aggregated Consolidated Appropriations Act Section 204 reporting (currently referred to as RxDC reporting) as applicable for the services that Anthem provides under the Agreement

San Joaquin Valley Insurance Authority

Anthem Blue Cross Life and Health Insurance Company



By: _____
Title: _____
Date: _____

By: Beth Andersen
Title: President, CA Commercial Business
Date: November 22, 2022

**SCHEDULE C
TO THE
ADMINISTRATIVE SERVICES AGREEMENT
WITH
San Joaquin Valley Insurance Authority**

This Schedule C provides certain guarantees pertaining to Anthem's performance under the Agreement between the Parties ("Performance Guarantees") and shall be effective for the period from January 1, 2023 through December 31, 2023 (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. 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 unless otherwise specified.

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. Each Performance Guarantee shall specify a/an:
1. Performance Category. The term Performance Category describes the general type of Performance Guarantee.
 2. Reporting Period. The term Reporting Period refers to how often Anthem will report on its performance under a Performance Guarantee.
 3. Measurement Period. The term Measurement Period is the period of time under which Anthem's performance is measured, which may be the same as or differ from the period of time equal to the Performance Period.
 4. Penalty Calculation. The term Penalty Calculation generally refers to how Anthem's payment will be calculated, in the event Anthem does not meet the target(s) specified under the Performance Guarantee.
 5. Amount at Risk. The term Amount at Risk means the amount Anthem may pay if it fails to meet the target(s) specified under the Performance Guarantee.
- B. Anthem 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 shall be based on Anthem's then current measurement and calculation methodology, which shall be available to JPA upon request.
- C. Any audits performed by Anthem 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 have an executed Agreement, Anthem 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 data that is maintained and stored by Anthem or its Vendors.
- F. If JPA terminates the Agreement between the Parties prior to the end of the Performance Period, or if the Agreement is terminated for non-payment, then JPA 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 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's determination, of:

1. a change to the Plan benefits or the administration of the Plan initiated by JPA that results in a substantial change in the services to be performed by Anthem or the measurement of a Performance Guarantee;
 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;
 3. a change in law or regulation that materially impacts underwriting assumptions made at the time of offering such Performance Guarantees.
- 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, or its Vendors, 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.
- I. Some Performance Guarantees measure and compare year to year performance. The term Baseline Period refers to the equivalent time period preceding the Measurement Period. Anthem will require specified historical Claims and utilization data to establish the Baseline Period for the first year of a Performance Guarantee utilizing a Baseline Period.
- J. As determined by Anthem, Performance Guarantees may be measured using either aggregated data or JPA-specific Data. The term JPA-specific Data means the data associated with JPA's Plan that has not been aggregated with other employer data. Performance Guarantees will specify if JPA-specific Data shall be used for purposes of measuring performance under the Performance Guarantee.
- K. If any Performance Guarantees are tied to a particular program and its components, such Performance Guarantees are only valid if the JPA participates in the program and its components for the entirety of the Measurement Period associated with the Performance Guarantee.
- L. All Performance Guarantees in which Anthem will make outbound calls or will reach out through email or other means to members will exclude members who Anthem cannot reach due to incorrect or invalid telephone numbers, including numbers where permission is required by law but not provided, or those members who have requested that Anthem not contact them.
- M. All Performance Guarantees may be revisited and may potentially be impacted due to a cause beyond the reasonable control of a Party such as a pandemic (an outbreak of disease that affects an exceptionally high proportion of members) being declared by the Centers for Disease Control or if a Force Majeure event (meaning an act of God, civil or military disruption, terrorism, fire, strike, flood, riot or war) occurs during the Measurement or Baseline Period that impacts a meaningful portion of the JPA population.

Section 2. Payment

- A. If Anthem fails to meet any of the obligations specifically described in a Performance Guarantee, Anthem shall pay JPA the amount set forth in the Attachment described under the Performance Guarantee. Payment shall be in the form of a credit on JPA's invoice for Administrative Services Fees, which will occur annually unless otherwise stated in the Performance Guarantee.
- B. Notwithstanding the above, Anthem has the right to offset any amounts owed to JPA under any of the Performance Guarantees contained in the Attachments to this Schedule C against any amounts owed by JPA to Anthem 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's obligation to make payment under the Performance Guarantees is conditioned upon JPA's timely performance of its obligations provided in the Agreement in this Schedule C, and the Attachments, including providing Anthem with the information or data required by Anthem in the Attachments. Anthem shall not be obligated to make payment under a Performance Guarantee if JPA or JPA's vendor's action or inaction adversely impacts Anthem's ability to meet any of its obligations provided in the Attachments related to such Performance Guarantee, which expressly includes but is not limited to JPA or its vendor's failure to timely provide Anthem with accurate and complete data or information in the form and format expressly required by Anthem.
- D. Where the Amount at Risk for a Performance Guarantee is on a percentage of a Per Subscriber Per Month (PSPM) fee basis, the Guarantee will be calculated by multiplying the PSPM amount by the actual annual enrollment during the Measurement Period.

Section 3. Performance Guarantee Amounts at Risk

A. Amount at Risk

The total amount at risk for the below performance guarantees between Anthem and San Joaquin Valley Insurance Authority (SJVIA) shall not exceed the following:

- Operations Guarantees: 17% of Base Medical Administration fees
- Network Guarantees: 22% of Base Medical Administration fees
- Care Management Guarantees: 12.0% of Care Management fees

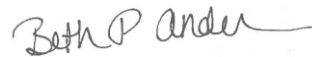
Confirmation of all applicable fees for the performance guarantees will be reflected in Employer's Schedule C.

B. Maximum Amount Payable

1. The maximum amount payable under all guarantees between Anthem and San Joaquin Valley Insurance Authority (SJVIA) shall not exceed 35% of the Base Medical Administration fees. The Maximum Amount Payable provisions above do not apply to Pharmacy-related Performance Guarantees.
2. The maximum amount payable under all guarantees between Anthem and San Joaquin Valley Insurance Authority (SJVIA) shall not exceed 12% of the Care Management fees. The Maximum Amount Payable provisions above do not apply to Pharmacy-related Performance Guarantees.

San Joaquin Valley Insurance Authority

Anthem Blue Cross Life and Health Insurance Company



By: _____
 Title: _____
 Date: _____

By: Beth Andersen
 Title: President, CA Commercial Business
 Date: November 22, 2022

ATTACHMENT #1 TO SCHEDULE C
Performance Guarantees
TO ADMINISTRATIVE SERVICES AGREEMENT
WITH
SAN JOAQUIN VALLEY INSURANCE AUTHORITY

Operation Performance Guarantees

This Attachment is made part of Schedule C and will be effective for the Performance Period from January 1, 2023 through December 31, 2025. This Attachment is intended to supplement and amend the Agreement between the Parties. These guarantees apply to San Joaquin Valley Insurance Authority (SJVIA)'s EPO, PPO, HSA-Qualified plans.

Performance Category	Year 1	Year 2,3
Claims Timeliness - (14 Calendar Days)	1.0% of Base Admin. Services Fees	1.0% of Base Admin. Services Fees
Claim Timeliness - (30 Calendar Days)	1.0% of Base Admin. Services Fees	1.0% of Base Admin. Services Fees
Claims Financial Accuracy	1.0% of Base Admin. Services Fees	1.0% of Base Admin. Services Fees
Claims Accuracy	1.0% of Base Admin. Services Fees	1.0% of Base Admin. Services Fees
Open Enrollment ID Card Issuance	1.0% of Base Admin. Services Fees	1.0% of Base Admin. Services Fees
Processing of Ongoing Eligibility Information	1.0% of Base Admin. Services Fees	1.0% of Base Admin. Services Fees
Ongoing ID Cards Issuance	1.0% of Base Admin. Services Fees	1.0% of Base Admin. Services Fees
Eligibility Error Reports - Ongoing	1.0% of Base Admin. Services Fees	1.0% of Base Admin. Services Fees
Average Speed to Answer	1.0% of Base Admin. Services Fees	1.0% of Base Admin. Services Fees
Call Abandonment Rate	1.0% of Base Admin. Services Fees	1.0% of Base Admin. Services Fees
First Call Resolution	1.0% of Base Admin. Services Fees	1.0% of Base Admin. Services Fees
Member Satisfaction NPS	1.0% of Base Admin. Services Fees	1.0% of Base Admin. Services Fees
Performance Guarantee Objectives Results Report	1.0% of Base Admin. Services Fees	1.0% of Base Admin. Services Fees
Annual Performance Report	1.0% of Base Admin. Services Fees	1.0% of Base Admin. Services Fees
Management Reports	1.0% of Base Admin. Services Fees	1.0% of Base Admin. Services Fees
Account Management Satisfaction	1.0% of Base Admin. Services Fees	1.0% of Base Admin. Services Fees
Privacy and Security Breach	1.0% of Base Admin. Services Fees	1.0% of Base Admin. Services Fees
Case Management Engagement	0.5% of Base Admin. Services Fees	0.5% of Base Admin. Services Fees
Case Management High Dollar Claimant Outreach	0.5% of Base Admin. Services Fees	0.5% of Base Admin. Services Fees
Total Amount At Risk – Operations	18%	18%

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 (SJVIA), 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 Days)	Year 1:	A minimum of 90% of Non-investigated medical Claims will be processed timely.			Measurement Period Annual
	1.0% of Base Admin. Services Fees	Non-investigated Claims are defined as medical 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 adjudicated within 14 calendar days of receipt.	Result	Penalty	
			90.0% or Greater	None	
	Year 2, 3:	This Guarantee will be calculated based on the number of Non-investigated Claims that Processed Timely divided by the total number of Non-investigated Claims.	88.0% to 89.9%	25%	Reporting Period Annual
	1.0% of Base Admin. Services Fees	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.	86.0% to 87.9%	50%	
		85.0% to 85.9%	75%		
		Less than 85.0%	100%		
This will be measured with Employer-specific Data.					
Claim Timeliness (30 Calendar Days)	Year 1:	A minimum of 98% of Non-investigated medical Claims will be processed timely.			Measurement Period Annual
	1.0% of Base Admin. Services Fees	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 adjudicated within 30 calendar days of receipt.	Result	Penalty	
			98.0% or Greater	None	
	Year 2, 3:	This Guarantee will be calculated based on the number of Non-investigated Claims that Processed Timely divided by the total number of Non-investigated Claims.	96.0% to 97.9%	25%	Reporting Period Annual
	1.0% of Base Admin. Services Fees	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.	94.0% to 95.9%	50%	
		92.0% to 93.9%	75%		
		Less than 92.0%	100%		
This will be measured with Employer-specific Data.					
Claims Financial Accuracy	Year 1:	A minimum of 99% of medical Claim dollars will be processed accurately.			Measurement Period Annual
	1.0% of Base Admin. Services Fees	This Guarantee will be calculated based on the total dollar amount of audited medical Claims paid correctly divided by the total dollar amount of audited medical Paid Claims. The calculation of this Guarantee includes both underpayments and overpayments. The calculation of this Guarantee does not include Claim adjustments or Claims in any quarter in which an Employer requests changes to Plan benefits, until all such changes have been implemented.	Result	Penalty	
			99.0% or Greater	None	
	Year 2, 3:		98.0% to 98.9%	25%	Reporting Period Annual
	1.0% of Base Admin. Services Fees		97.0% to 97.9%	50%	
		96.0% to 96.9%	75%		
		Less than 96.0%	100%		

Performance Category	Amount at Risk	Guarantee	Penalty Calculation		Measurement and Reporting Period	
Claims Accuracy	Year 1:	A minimum of 97% of medical Claims will be paid or denied correctly.			Measurement Period Annual	
	1.0% of Base Admin. Services Fees	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 calculation of this Guarantee excludes in any quarter Claims for an Employer that requests changes to Plan benefits, until all such changes have been implemented.	Result	Penalty		Reporting Period Annual
	Year 2, 3:		97.0% or Greater	None		
	1.0% of Base Admin. Services Fees		96.0% to 96.9%	25%		
			95.0% to 95.9%	50%		
			94.0% to 94.9%	75%		
		Less than 94.0%	100%			
Open Enrollment ID Card Issuance	Year 1:	100% of Subscriber digital ID cards will be available or Member physical ID cards will be mailed to Open Enrollment participants no later than the Employer's effective date provided that Anthem receives an Accurate Eligibility File. An Accurate 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%. This Guarantee will be calculated based on the total number of Open Enrollment ID cards available to Subscribers or mailed to Members within the timeframe set forth above divided by the total number of Members eligible to receive Open Enrollment ID cards. [This Guarantee does not include digital cards for Anthem Dental services.]			Measurement Period Employer's effective date	
	1.0% of Base Admin. Services Fees		Result	Penalty		Reporting Period 60 days following the Employer's effective date.
	Year 2, 3:		100%	None		
	1.0% of Base Admin. Services Fees		99.0% to 99.9%	\$100 per ID Card not to exceed 25% of amount at risk for this measure		
			98.0% to 98.9%	50%		
		97.0% to 97.9%	75%			
			Less than 97.0%	100%		
		This will be measured with Employer-specific Data.				
	Processing of Ongoing Eligibility Information	Year 1:	100% of Employer's ongoing electronic eligibility files will be processed timely.			Measurement Period Annual
		1.0% of Base Admin. Services Fees	Timely Processing is defined as electronic eligibility files processed and updated on the eligibility database within 7 business days of receipt of an eligibility file. This Guarantee only applies to the processing of eligibility files submitted by Employer outside of an open enrollment period. This Guarantee does not 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. 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.	Result	Penalty	
Year 2, 3:		100%		None		
1.0% of Base Admin. Services Fees		98.0% to 99.9%		25%		
		96.0% to 97.9%		50%		
		94.0% to 95.9%		75%		
		Less than 94.0%	100%			

Performance Category	Amount at Risk	Guarantee	Penalty Calculation		Measurement and Reporting Period	
			Result	Penalty	Measurement Period	
Ongoing ID Cards Issuance	Year 1:	A minimum of 99% of Subscriber digital ID cards will be available or Member physical ID cards will be mailed to Members within 10 business days of [Anthem's] processing of an Accurate Eligibility File. An Accurate Eligibility File is defined as: (1) an eligibility file formatted in a mutually agreed upon manner; (2) received by Anthem outside of an open enrollment period; and, (3) contains an error rate of less than 1%. This Guarantee will be calculated based on the total number of ongoing ID cards available to Subscribers or mailed to Members within the timeframe set forth above divided by the total number of Members eligible to receive ongoing ID cards. [This Guarantee does not include digital cards for Anthem Dental services.] This will be measured with Employer-specific Data.			Measurement Period	
	1.0% of Base					Annual
	Admin. Services Fees		99.0% or Greater	None	Reporting Period	
	Year 2, 3:		98.0% to 98.9%	25%		Annual
	1.0% of Base		97.0% to 97.9%	50%		
Admin. Services Fees	96.0% to 96.9%	75%				
			Less than 96.0%	100%		
Eligibility Error Reports - Ongoing	Year 1:	Anthem will commit to providing 100% of all SJVIA Eligibility Error (discrepancy) reports within 7 business days from the date the eligibility file is updated in the Anthem eligibility database. The ongoing error report processing does <u>not</u> include the SJVIA Open Enrollment period. This will be measured with Employer-specific Data.			Measurement Period	
	1.0% of Base					Annual
	Admin. Services Fees		100%	None	Reporting Period	
	Year 2, 3:		96.0% to 99.9%	25%		Annual
	1.0% of Base		92.0% to 95.9%	50%		
Admin. Services Fees	88.0% to 91.9%	75%				
			Less than 88.0%	100%		
Average Speed to Answer	Year 1:	The average speed to answer (ASA) will be 45 seconds or less. ASA is defined as the average number of whole seconds 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 Guarantee will be calculated based on the total number of calls received in the customer service telephone system.			Measurement Period	
	1.0% of Base					Annual
	Admin. Services Fees		45 seconds or less	None	Reporting Period	
	Year 2, 3:		46 to 48 seconds	25%		Annual
	1.0% of Base		49 to 51 seconds	50%		
Admin. Services Fees	52 to 54 seconds	75%				
			55 or more seconds	100%		
Call Abandonment Rate	Year 1:	A maximum of 5.0% of member calls will be abandoned. 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 seconds will not be included in this calculation.			Measurement Period	
	1.0% of Base					Annual
	Admin. Services Fees		5.0% or Less	None	Reporting Period	
	Year 2, 3:		5.01% to 5.40%	25%		Annual
	1.0% of Base		5.41% to 5.70%	50%		
Admin. Services Fees	5.71% to 5.99%	75%				
			6.0% or Greater	100%		

Performance Category	Amount at Risk	Guarantee	Penalty Calculation		Measurement and Reporting Period
			Result	Penalty	Measurement Period
First Call Resolution	Year 1:	A minimum of 85% of member calls will be resolved during the initial contact with no further follow up required.			<u>Measurement Period</u>
	1.0% of Base Admin. Services Fees		85.0% or Greater	None	Annual
	Year 2, 3:	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.			<u>Reporting Period</u>
	1.0% of Base Admin. Services Fees		83.0% to 84.9%	25%	Annual
			81.5% to 82.9%	50%	
			80.0% to 81.4%	75%	
			Less than 80.0%	100%	
Member Satisfaction – NPS	Year 1:	This Guarantee establishes a Quality Benchmark transactional Net Promoter Score (NPS) of 40. Anthem will either: (i) meet or exceed the Quality Benchmark; or, (ii) there will be an improvement in the Net Promoter Score from the Baseline Period.			<u>Measurement Period</u>
	1.0% of Base Admin. Services Fees		Result	Penalty	Annual
	Year 2, 3:	The survey is conducted after a member contacts a customer service representative (CSR). Each member who completes a transaction with Anthem will be asked to provide a rating on a scale from 0 (Not at All Likely) to 10 (Extremely Likely) to a question that asks how likely the member would recommend Anthem to a friend or colleague based on the member's most recent transaction. The transactional Net Promoter Score will be calculated by subtracting the percentage of Detractors (members who provide a rating from 0 to 6) from the percentage of Promoters (members who provide a rating of 9 or 10). To determine the results for (i), Anthem shall compare the Net Promoter Score in the Measurement Period to the Quality Benchmark. The improvement for (ii) will be determined by comparing the Net Promoter Score in the Measurement Period to the Net Promoter Score in the Baseline Period. The Baseline Period is the equivalent time period preceding the Measurement Period.			<u>Reporting Period</u>
	1.0% of Base Admin. Services Fees		Net Promoter Score increased	None	Annual
			If Net Promoter Score stayed the same or decreased AND is		
			Result	Penalty	
			40 or Greater	None	
			39.0 to 39.9	25%	
			38.0 to 38.9	50%	
			37.0 to 37.9	75%	
			Less than 37.0	100%	
Performance Guarantee Objectives Results Report	Year 1:	Performance Guarantee measurement and settlement report will be delivered to SJVIA by April 1 st of the the following year. Penalty payment will be issued within 30 calendar days, subjected to SJVIA's premium paid status and executed agreement..			<u>Measurement Period</u>
	1.0% of Base Admin. Services Fees		Reports are late 0 month	None	Annual
	Year 2, 3:	1.0% of Base Admin. Services Fees			<u>Reporting Period</u>
			Reports are late 1 months	50%	Annual
			Reports are late 2 months	75%	
			Reports are late 3 or more months	100%	

Performance Category	Amount at Risk	Guarantee	Penalty Calculation		Measurement and Reporting Period
			Result	Penalty	<u>Measurement Period</u>
Annual Performance Report	Year 1:	Annual Performance Report will be made available to Employer no later than 60 calendar days following the end of the month.			<u>Measurement Period</u> Annual
	1.0% of Base				
	Admin. Services Fees		Reports are late 1 month	None	
	Year 2, 3:	1.0% of Base	Reports are late 2 months	50%	<u>Reporting Period</u> Annual
Admin. Services Fees	Reports are late 3 months		75%		
	Reports are late 4 or more months		100%		
Management Reports	Year 1:	Standard automated reports will be made available to Employer by no later than 25 calendar days following the end of the month.			<u>Measurement Period</u> Annual
	1.0% of Base				
	Admin. Services Fees	The reports will include financial, utilization, clinical information and the Annual Performance Report*.	Reports are late 1 month	None	
	Year 2, 3:	*Annual Performance Report including analysis and recommendations for the previous reporting period from Anthem no later than 60 days from the close of the plan year.	Reports are late 2 months	25%	<u>Reporting Period</u> Annual
1.0% of Base	Reports are late 3 or more months		100%		
Admin. Services Fees					
Account Management Satisfaction	Year 1:	A minimum average score of 3.0 will be attained on the Account Management Satisfaction Survey (AMSS).			<u>Measurement Period</u> Annual
	1.0% of Base				
	Admin. Services Fees	A minimum of 3 responses per Employer to the AMSS is required to base the score on Employer-specific responses only. If 3 responses are received from the Employer, an average score is calculated by adding the scores from each respondent divided by the total number of Employer respondents. If fewer than 3 responses are received, the score will be calculated as follows: 2 Employer responses: 2/3 of the score will be based on Employer-specific AMSS results and 1/3 of the score will be based on the aggregate score of all AMSS results received by the Account Management Team. 1 Employer- response: 1/3 of the score will be based on Employer- specific AMSS results and 2/3 of the score will be based on the aggregate score of all AMSS results received by the Account Management Team. 0 Employer responses: The score will be based on the aggregate score of all AMSS results received by the Account Management Team.	3.0 or higher	None	
	Year 2, 3:		2.5 to 2.9	25%	<u>Reporting Period</u> Annual
	1.0% of Base		2.0 to 2.4	50%	
Admin. Services Fees		Less than 2.0	100%		

Performance Category	Amount at Risk	Guarantee	Penalty Calculation	Measurement and Reporting Period												
Privacy and Security Breach	Year 1: 1.0% of Base Admin. Services Fees	There shall be no Security Breaches in a Measurement Period with regard to Employer's Electronic Protected Health Information maintained by Anthem.	Up to 100% of Amount At Risk	Measurement Period Annual												
	Year 2, 3: 1.0% of Base Admin. Services Fees	A Security Breach shall be defined as an unauthorized acquisition of unencrypted Electronic Protected Health Information maintained by Anthem that: (i) requires notice on behalf of Employer pursuant to HITECH at 45 CFR 164.408(b), and causes a high probability of compromise to the impacted Employer's Members' Electronic Protected Health Information; and (ii) results from a Cyber Attack. "Cyber Attack" means a violation of the security of Anthem's Computer Systems and is limited to either: (i) a successful denial of service attack, or (ii) a successful receipt or transmission of a malicious code attack. "Anthem Computer Systems" is defined as any computer hardware, software or any components thereof that are under the ownership, operation or control of Anthem. A Security Breach shall not include a good faith but unauthorized acquisition of Electronic Protected Health Information by an employee of Anthem or its affiliates, another Covered Entity, or Anthem's Business Associate unless the Electronic Personal Health Information is used in an unauthorized manner or subject to further unauthorized disclosure. This will be measured with Employer-specific Data. This Performance Guarantee applies to Security Breaches as defined in this provision and, by paying this Performance Guarantee, Anthem does not admit any wrongdoing or admit that it failed to satisfy any applicable standard of care. Where one or more Cyber Attacks affects Anthem Computer Systems during the Measurement Period, the Penalty shall equal the Amount at Risk, even if one or more Cyber Attacks also affects one or more systems not under the ownership, operation, or control of Anthem. Where one or more Cyber Attacks affects one or more plans licensed by the Blue Cross and Blue Shield Association, but not Anthem Computer Systems, the Penalty will be calculated by multiplying the Amount at Risk by the % of the Employer's Members who receive one or more notices pursuant to 45 CFR 164.404 (a). Regardless of the number of Cyber Attacks and regardless of whether the Cyber-Attacks are against Anthem Computer Systems or the systems of one or more other plans licensed by the Blue Cross and Blue Shield Association, the Penalty shall in no event exceed the Amount at Risk during a Measurement Period. This provision only defines, and only shall be construed to define, Anthem's financial obligations under this Performance Guarantee and shall not be construed to create any duty, express or implied, or waive application of Article 17 – Indemnification. This Performance Guarantee also does not waive, and shall not be construed as waiving, Anthem's express and implied rights to seek indemnity or damages from Employer or any third party. Employer understands and expressly agrees that Article 17 applies to any and all disputes resulting from a Security Breach		Reporting Period Annual												
Case Management Engagement	Year 1: 1.0% of Base Admin. Services Fees	A minimum of 60% of Reached Members will have Member Engagement. Reached Members are Members who an Anthem representative has successfully contacted who have been identified for outreach through Anthem's case management program. Member Engagement is defined as the creation of an assessment for the case management program.	<table border="1"> <thead> <tr> <th>Result</th> <th>Penalty</th> </tr> </thead> <tbody> <tr> <td>60% or Greater</td> <td>None</td> </tr> <tr> <td>57.5% - 59.9%</td> <td>25%</td> </tr> <tr> <td>55% – 57.4%</td> <td>50%</td> </tr> <tr> <td>52.5% - 54.9%</td> <td>75%</td> </tr> <tr> <td>Less than 52.5%</td> <td>100%</td> </tr> </tbody> </table>	Result	Penalty	60% or Greater	None	57.5% - 59.9%	25%	55% – 57.4%	50%	52.5% - 54.9%	75%	Less than 52.5%	100%	Measurement Period Annual
Result	Penalty															
60% or Greater	None															
57.5% - 59.9%	25%															
55% – 57.4%	50%															
52.5% - 54.9%	75%															
Less than 52.5%	100%															
	Year 2, 3: 1.0% of Base Admin. Services Fees	This Guarantee will be calculated based on the number of Reached Members with Member Engagement divided by the total number of Reached Members. This will be measured with Employer-specific Data.		Reporting Period Annual												

Performance Category	Amount at Risk	Guarantee	Penalty Calculation		Measurement and Reporting Period
Case Management High Dollar Claimant Outreach	Year 1: 1.0% of Base Admin. Services Fees Year 2, 3 1.0% of Base Admin. Services Fees	<p>A minimum of 95% of Identified Members who accumulate \$75,000 or more of paid claims in a rolling 12 month period will receive successful contact or at least 2 attempted outreach telephone calls from Anthem within 30 calendar days of identification by Anthem. This Guarantee will include both medical and Prescription Drug claims. If Prescription Drug benefits are administered by third party payers other than Anthem, this Guarantee will include Prescription Drugs claims, if Prescription Drug claims data is received from Employer in a format that is acceptable to Anthem. This Guarantee does not include pediatric cases.</p> <p>This Guarantee will be calculated based on the number of Identified Members who receive successful contact from Anthem or at least 2 attempted outreach telephone calls from Anthem within 30 calendar days of identification by Anthem divided by the number of Identified Members who accumulate \$75,000 or more of paid claims in a rolling 12 month period.</p> <p>This will be measured with Employer-specific Data.</p>	Result	Penalty	<u>Measurement Period</u> <u>Annual</u> <u>Reporting Period</u> <u>Annual</u>
			95% or Greater	None	
			93% - 94.9%	25%	
			90% – 92.9%	50%	
			87% – 89.9%	75%	
			Less than 87%	100%	

ATTACHMENT #2 TO SCHEDULE C
Performance Guarantees
TO ADMINISTRATIVE SERVICES AGREEMENT
WITH
SAN JOAQUIN VALLEY INSURANCE AUTHORITY

Network Guarantees

This Attachment is made part of Schedule C and will be effective for the Performance Period from January 1, 2023 through December 31, 2023. This Attachment is intended to supplement and amend the Agreement between the Parties. These guarantees apply to San Joaquin Valley Insurance Authority (SJVIA)'s EPO, PPO, HSA-Qualified plans.

Performance Category	Year 1
Network Provider Discount – Expected Discount See Below	10.0% of Base Admin. Service Fees
Network Provider Utilization – Expected Utilization 96.0%	10.0% of Base Admin. Service Fees
Network Alerts	1.0% of Base Admin. Service Fees
Provider Accessibility	1.0% of Base Admin. Service Fees
Total Amount At Risk - Network	22.0%

Additional Terms and Conditions

- This/These Guarantee(s) applies to following time periods:(Measurement Period)
 - Year 1: Claims Incurred from January 1, 2023 through December 31, 2023 and Paid from January 1, 2023 and through March 31, 2024.
- This Guarantee excludes all charges for any Member whose allowed Claims exceed \$100,000 during the Measurement Period.
- Anthem has the right in its sole discretion to modify or terminate this Guarantee if any of these occur:
 - Anthem is no longer the sole administrator for Employer's Plan.
 - Employer fails to maintain at least an average enrollment of 6,500 Subscribers.
 - A change is initiated by Employer that results in a substantial change in the services to be performed by Anthem or; the measurement of a Performance Guarantee.

Performance Category	Amount at Risk	Guarantee	Penalty Calculation	Measurement and Reporting Period												
Network Provider Discount	Year 1: 10.0% of Base Admin. Services Fees	<p>Anthem guarantees a minimum Network Provider Discount of 63.8%. This Guarantee excludes all charges for any Member whose allowed Claims exceed \$100,000 during the Measurement Period. Eligible Claim Charges are defined as charges for Covered Services provided to Members enrolled in PPO, EPO Plans. Eligible Claim Charges will be based on Anthem primary Claims only and will not include charges related to Prescription Drug Claims, Inter-Plan Program fees, state surcharges, Anthem Provider payment innovation programs or services rendered outside the United States. Allowed Amount is defined as the amount paid by Anthem to HMO, PPO, EPO, POS Network Providers on Eligible Claim Charges plus any Member Cost Shares.</p> <p>This Guarantee will be calculated by dividing the PPO, EPO Network Provider Allowed Amount by the PPO, EPO Network Provider Eligible Claim Charges. The resulting percentage shall be subtracted from 100% to determine the Network Provider Discount. Anthem reserves the right to re-evaluate the guaranteed discount if the actual in-network service mix is not within 3 percentage points of any one or more of the following: 56.0% inpatient hospital, 70.9% outpatient hospital and 60.6% professional.</p> <p>Anthem has the right in its sole discretion to modify or terminate this Guarantee if any of the following conditions occur:</p> <ul style="list-style-type: none"> Anthem is no longer the sole administrator for Employer's Plan Employer fails to maintain at least an average enrollment of 6,300 Subscribers. The geographic distribution of Subscribers changes by more than 5% in any state or 10% in total from the Employer census provided for purposes of establishing this Guarantee. <p>Only Claims submitted to a Blue Cross and/or Blue Shield licensee for processing and adjudication shall be considered for purposes of this Discount Guarantee. This Guarantee assumes that, per the uniform data standard specifications released on 02/24/2022, Provider billed charge trend will be as follows: 4% inpatient hospital, 6.5% outpatient hospital and 4% professional. This Guarantee is subject to modification if actual billed charge trend falls below these amounts.</p> <p>This will be measured with Employer-specific Data.</p>	<p>If Actual Results are lower than the final Guarantee by:</p> <table border="1"> <thead> <tr> <th>Result</th> <th>Penalty</th> </tr> </thead> <tbody> <tr> <td>0-1.5%</td> <td>None</td> </tr> <tr> <td>1.6%-3.0%</td> <td>25%</td> </tr> <tr> <td>3.1%-4.5%</td> <td>50%</td> </tr> <tr> <td>4.6%-6.0%</td> <td>75%</td> </tr> <tr> <td>More than 6.0%</td> <td>100%</td> </tr> </tbody> </table>	Result	Penalty	0-1.5%	None	1.6%-3.0%	25%	3.1%-4.5%	50%	4.6%-6.0%	75%	More than 6.0%	100%	<p>Measurement Period *This period applies to Claims incurred from January 1, 2023 through December 31, 2023 and Paid from January 1, 2023 and through March 31, 2024.</p> <p>Reporting Period Annual</p>
Result	Penalty															
0-1.5%	None															
1.6%-3.0%	25%															
3.1%-4.5%	50%															
4.6%-6.0%	75%															
More than 6.0%	100%															

Performance Category	Amount at Risk	Guarantee	Penalty Calculation		Measurement and Reporting Period	
Network Provider Utilization	Year 1:	<p>A minimum of 96.0% of Eligible Claim Charges will be for services provided by Providers payable at the in-Network level of benefits.</p> <p>This Guarantee excludes all charges for any Member whose allowed Claims exceed \$100,000 during the Measurement Period. Eligible Claim Charges are defined as charges for Covered Services provided to Members enrolled in PPO, EPO Plans. Eligible Claim Charges will be based on Anthem primary Claims only and will not include charges related to Prescription Drug Claims, Inter-Plan Program fees, state surcharges, Anthem Provider payment innovation programs or services rendered outside the United States, Puerto Rico and US Virgin Islands.</p> <p>This Guarantee will be calculated by dividing the total Eligible Claim Charges payable at the in-Network level of benefits by the total Eligible Claim Charges. The total Eligible Claim Charges payable at the in-Network level of benefits may not include certain charges related to out of Network providers that are reimbursed at the in-Network level of benefits.</p> <p>Anthem has the right in its sole discretion to modify or terminate this Guarantee if any of the following conditions occur:</p> <ul style="list-style-type: none"> • Anthem is no longer the sole administrator for Employer's Plan. • Employer fails to maintain at least an average enrollment of 6,500 Subscribers. • The geographic distribution of Subscribers changes by more than 5% in any state or 10% in total from the Employer census provided for purposes of establishing this Guarantee. <p>This will be measured with Employer-specific Data.</p>			<p>Measurement Period</p> <p>*This period applies to Claims incurred from January 1, 2023 through December 31, 2023 and Paid from January 1, 2023 and through March 31, 2024.</p> <p>Reporting Period</p> <p>Annual</p>	
	10.0% of Base		Result	Penalty		
	Admin.		94.5% or Greater	None		
	Services Fees		93.5% to 94.4 %	25%		
			92.5% to 93.4%	50%		
	91.5% to 92.4%	75%				
	Less than 91.5%	100%				
Network Alerts	Year 1:	<p>A minimum of 95% of Network Alerts will be communicated to Employer either verbally or via email prior to the termination date. A Network Alert is defined as a notice of termination for Acute Care Hospitals and/or non-hospital Based physician practices with 50 or more physicians in counties where at least [50] Members reside. This Guarantee will be calculated based on the number of Network Alerts communicated to Employer prior to the termination date divided by the total number of Network Alerts. This will be measured with Employer-specific Data.</p>			Measurement Period	
	1.0% of		Result	Penalty		Annual
	Administrative		95% or Greater	None	Reporting Period	
	Services Fees		94.5% to 94.9%	25%		Annual
	Year 2, 3:		94.0% to 94.4%	50%		
1.0% of	93.5% to 93.9%	75%				
Administrative	Less than 93.5%	100%				
Services Fees						

Performance Category	Amount at Risk	Guarantee	Penalty Calculation		Measurement and Reporting Period
Provider Accessibility	Year 1:	There will be a 5% or less change in Member Access to Network Providers. Member access will be established by running a GeoAccess Report based on criteria established by Anthem prior to the beginning of each Measurement Period. This Guarantee will be calculated based on the results of a GeoAccess report run at the beginning of a Measurement Period based on criteria established by Anthem compared to the results of a GeoAccess Report run at the end of a Measurement Period using the same criteria. This Guarantee will not include Vision, Dental or Pharmacy Providers. This will be measured with Employer-specific Data.	Result	Penalty	Measurement Period Annual
	1.0% of Administrative Services Fees		≤5.0%	None	
	Year 2, 3:		5.1% to 5.5%	25%	Reporting Period Annual
	1.0% of Administrative Services Fees		5.6% to 6.0%	50%	
			6.1% to 6.5%	75%	
	>6.5%	100%			

Account Management will run GeoAccess near effective date to establish baseline, and again at policy end date to establish measurement.

ATTACHMENT #3 TO SCHEDULE C
Performance Guarantees
TO ADMINISTRATIVE SERVICES AGREEMENT
WITH
SAN JOAQUIN VALLEY INSURANCE AUTHORITY

Care Management Guarantees

This Attachment is made part of Schedule C and will be effective for the Performance Period from January 1, 2023 through December 31, 2023. This Attachment is intended to supplement and amend the Agreement between the Parties. These guarantees apply to San Joaquin Valley Insurance Authority (SJVIA)'s ASO Foundational Clinical plan.

Performance Category	Year 1
ConditionCare Enrollment and Engagement	
ConditionCare Enrollment Rate	2.0% of Care Management Fees
ConditionCare Engagement Rate	2.0% of Care Management Fees
ConditionCare Member Reported Outcomes	
Clinical Outcomes	
Heart Failure ACE Inhibitors/ARB	2.0% of Care Management Fees
Diabetes Annual Hemoglobin A1c (HbA1c) Testing	2.0% of Care Management Fees
Persistent Asthma Prescription Drug Dispensed	2.0% of Care Management Fees
CAD – Statin Medications	2.0% of Care Management Fees
Total Amount At Risk – Care Management	12% of Care Management Fees

Additional Terms and Conditions

- Standard minimum enrolled Members required:
 - ConditionCare Metrics: Enrollment, Engagement, Outcome & Clinical Outcome Metrics – 5,000 non-Medicare primary Members
- Some of the proposed Performance Guarantees may be duplicative in nature and based on the final sold product configuration; the final Performance Guarantee Package will be refined to eliminate redundancy.
- Identified Members are Members who are identified by Anthem as appropriate for inclusion in the measured population, the selection criteria for which may be modified from time to time.
- Members who are Medicare-primary are not eligible for inclusion in calculations related to these Performance Guarantees.
- Employer shall provide the historical eligibility information and the historical medical and Prescription Drug Claims in the form and for the time frame required by Anthem followed by monthly refreshes of Claims and Prescription Drug data from third party payers other than Anthem. All data must be materially complete and in the agreed upon format. Failure by Employer to provide any data in the timeframe and format required by Anthem within the applicable time frame will nullify the applicable Performance Guarantee.
- Unless otherwise provided in the description of a Performance Guarantee in this attachment, the Performance Guarantees herein require 30 or more of Employer's Members being measured in order for Anthem to have an obligation to make a payment under such Performance Guarantee.
- All Performance Guarantees in which Anthem will make outbound calls to Identified Members will exclude Identified Members whom Anthem cannot reach due to incorrect or invalid telephone numbers, including numbers where permission is required by law but not provided, or those Identified Members who have requested that Anthem not contact them.

- Anthem reserves the right to revise Performance Guarantees to reflect modifications and advances in medical standards and practices when such standards and practices become generally accepted.
- The term Quality Benchmark means the specified Performance Guarantee targeted outcome for a specific Performance Guarantee.
- Anthem reserves the right to revise Performance Guarantees to reflect modifications and advances in medical standards and practices when such standards and practices become generally accepted.

Performance Category	Amount at Risk	Guarantee	Penalty Calculation		Measurement and Reporting Period
ConditionCare Enrollment and Engagement					
ConditionCare Enrollment Rate	Year 1: 2.0% of Care Management Fees	More than 75% of Identified Members who are contacted telephonically will agree to telephonic enrollment in a ConditionCare program. Results for this Performance Guarantee will be calculated by dividing (i) the number of Identified Members who agree to telephonic enrollment by (ii) the total number of Identified Members who are contacted telephonically by Anthem regarding enrollment. This will be measured with Employer-specific Data.	Result	Penalty	Measurement Period
			75% or Greater	None	Reporting Period Annual
			72.5% - 74.9%	25%	
			70% - 72.4%	50%	
			67.5% - 69.9%	75%	
Less than 67.5%	100%				
Condition Care Engagement Rate	Year 1: 2.0% of Care Management Fees	More than 65% of Identified Members who are contacted telephonically and enrolled in a ConditionCare Program shall substantially complete at least 1 assessment for a ConditionCare Program. Results for this Performance Guarantee will be calculated by dividing (i) the number of Identified Members who substantially complete at least 1 assessment as shown on Anthem's records by (ii) the total number of Identified Members contacted telephonically by Anthem regarding enrollment and enrolled by Anthem in a ConditionCare Program. This will be measured with Employer-specific Data.	Result	Penalty	Measurement Period
			65% or Greater	None	Reporting Period Annual
			62.5% - 64.9%	25%	
			60% - 62.4%	50%	
			57.5% - 59.9%	75%	
Less than 57.5%	100%				

ConditionCare Member Reported Outcomes

The Clinical Outcome Guarantees are only valid if there are at least 100 Identified Members in a Measurement Period. Only Members, for whom Anthem has at least 12 months of eligibility information in a Measurement Period, shall be considered Identified Members for purposes of the Guarantees. The Baseline Period for a new account will be the period immediately preceding the first Anthem Measurement Period. Required data must be received in order for this Guarantee to be applicable during the first Measurement Period. In the event data is not received or available, those impacted Guarantees will be measured in the second Anthem plan year.

*Calculation Example

Quality Benchmark = Dispense Rate target of 50%. Improvement rate target is 2.5%

•Example 1. Measurement Period Dispense Rate is 60%. Guarantee is satisfied as the Dispense Rate exceeds the Quality Benchmark.

•Example 2. Baseline Period Dispense Rate is 40% and Measurement Period Dispense Rate is 41%. The difference between the Measurement Period and Baseline Period Dispense Rate is 1.0%. (41.0% - 40.0% = 1.0%) The difference between the Quality Benchmark and the Baseline Period Dispense Rate is 10.0%. (50.0% - 40.0%). Divide the differences (1.0% ÷ 10.0% is 10.0%). Guarantee is satisfied as the improvement is more than 2.5%.

Performance Category	Amount at Risk	Guarantee	Penalty Calculation		Measurement and Reporting Period																
Heart Failure ACE Inhibitors/ARB	Year 1:	<p>This Guarantee establishes a Quality Benchmark of 50% in the percentage of Identified Members with heart failure who are dispensed 1 or more angiotensin-converting enzyme inhibitors (ACE inhibitors) or angiotensin receptor blockers (ARBs) or ACE inhibitors/ARB (Dispense Rate). Anthem will either: (i) meet or exceed the Quality Benchmark; or, (ii) there will be a minimum improvement of 2.5% in the Dispense Rate as compared to the difference between the Quality Benchmark and the Dispense Rate for the Baseline Period.</p> <p>Dispense Rate will be calculated based on the number of Identified Members with heart failure who are dispensed 1 or more ACE inhibitors/ARB dispensed during the Measurement Period divided by the total number of Identified Members.</p> <p>To determine the results for (i), Anthem shall compare the Dispense Rate in the Measurement Period to the Quality Benchmark.</p> <p>The improvement percentage for (ii) will be calculated by: 1) subtracting the Dispense Rate in the Baseline Period from the Dispense Rate in the Measurement Period; and, 2) dividing the result by the difference between the Quality Benchmark and the Dispense Rate for the Baseline Period.</p> <p>This will be measured with Employer-specific Data.</p>			<u>Measurement Period</u>																
	2.0% of Care Management Fees		<table border="1"> <thead> <tr> <th>Result</th> <th>Penalty</th> </tr> </thead> <tbody> <tr> <td>Dispense Rate Improved by 2.5% or More</td> <td>None</td> </tr> <tr> <td>OR</td> <td></td> </tr> <tr> <td>If Dispense Rate Improved by Less Than 2.5% AND is</td> <td></td> </tr> <tr> <td>50% or Greater</td> <td>None</td> </tr> <tr> <td>47.5% - 49.9%</td> <td>25%</td> </tr> <tr> <td>45% - 47.4%</td> <td>50%</td> </tr> <tr> <td>42.5% - 44.9%</td> <td>75%</td> </tr> <tr> <td>Less than 42.5%</td> <td>100%</td> </tr> </tbody> </table>	Result	Penalty	Dispense Rate Improved by 2.5% or More	None	OR		If Dispense Rate Improved by Less Than 2.5% AND is		50% or Greater	None	47.5% - 49.9%	25%	45% - 47.4%	50%	42.5% - 44.9%	75%	Less than 42.5%	100%
Result	Penalty																				
Dispense Rate Improved by 2.5% or More	None																				
OR																					
If Dispense Rate Improved by Less Than 2.5% AND is																					
50% or Greater	None																				
47.5% - 49.9%	25%																				
45% - 47.4%	50%																				
42.5% - 44.9%	75%																				
Less than 42.5%	100%																				
Diabetes Annual Hemoglobin A1c (HbA1c) Testing	Year 1:	<p>This Guarantee establishes a Quality Benchmark of 75% in the percentage of Identified Members who who received at least 1 HbA1c test (Testing Rate). Anthem will either (i) meet or exceed the Quality Benchmark; or, (ii) there will be a minimum improvement of 2.5% in the Testing Rate as compared to the difference between the Quality Benchmark and Testing Rate for the Baseline Period.</p> <p>The Testing Rate will be calculated based on the number of Identified Members who received at least 1 HbA1c test during the Measurement Period divided by the total number of Identified Members.</p> <p>To determine the results for (i), Anthem shall compare the Testing Rate in the Measurement Period to the Quality Benchmark.</p> <p>The improvement percentage for (ii) will be calculated by: 1) subtracting the Testing Rate in the Baseline Period from the Testing Rate in the Measurement Period; and, 2) dividing the result by the difference between the Quality Benchmark and the Testing Rate for the Baseline Period.</p> <p>This will be measured with Employer-specific Data.</p>			<u>Measurement Period</u>																
	2.0% of Care Management Fees		<table border="1"> <thead> <tr> <th>Result</th> <th>Penalty</th> </tr> </thead> <tbody> <tr> <td>Testing Rate Improved by 2.5% or More</td> <td>None</td> </tr> <tr> <td>OR</td> <td></td> </tr> <tr> <td>If Testing Rate Improved by Less Than 2.5% AND is</td> <td></td> </tr> <tr> <td>75% or Greater</td> <td>None</td> </tr> <tr> <td>72.5% - 74.9%</td> <td>25%</td> </tr> <tr> <td>70% - 72.4%</td> <td>50%</td> </tr> <tr> <td>67.5% - 69.9%</td> <td>75%</td> </tr> <tr> <td>Less than 67.5%</td> <td>100%</td> </tr> </tbody> </table>	Result	Penalty	Testing Rate Improved by 2.5% or More	None	OR		If Testing Rate Improved by Less Than 2.5% AND is		75% or Greater	None	72.5% - 74.9%	25%	70% - 72.4%	50%	67.5% - 69.9%	75%	Less than 67.5%	100%
Result	Penalty																				
Testing Rate Improved by 2.5% or More	None																				
OR																					
If Testing Rate Improved by Less Than 2.5% AND is																					
75% or Greater	None																				
72.5% - 74.9%	25%																				
70% - 72.4%	50%																				
67.5% - 69.9%	75%																				
Less than 67.5%	100%																				

Performance Category	Amount at Risk	Guarantee	Penalty Calculation		Measurement and Reporting Period																		
Persistent Asthma Prescription Drug Dispense	Year 1: 2.0% of Care Management Fees	<p>This Guarantee establishes a Quality Benchmark of 80% in the percentage of Identified Members with persistent asthma who are dispensed 1 or more appropriate Prescription Drugs (Dispense Rate). Anthem will either: (i) meet or exceed the Quality Benchmark; or, (ii) there will be a minimum improvement of 2.5% in the Dispense Rate as compared to the difference between the Quality Benchmark and the Dispense Rate for the Baseline Period.</p> <p>The Dispense Rate will be calculated based on the number of Identified Members with persistent asthma who are dispensed 1 or more appropriate Prescription Drugs during the Measurement Period divided by the total number of Identified Members.</p> <p>To determine the results for (i), Anthem shall compare the Dispense Rate in the Measurement Period to the Quality Benchmark.</p> <p>The improvement percentage for (ii) will be calculated by: 1) subtracting the Dispense Rate in the Baseline Period from the Dispense Rate in the Measurement Period; and, 2) dividing the result by the difference between the Quality Benchmark and the Dispense Rate for the Baseline Period.</p> <p>This will be measured with Employer-specific Data.</p>	<table border="1"> <thead> <tr> <th>Result</th> <th>Penalty</th> </tr> </thead> <tbody> <tr> <td>Dispense Rate Improved by 2.5% or More</td> <td>None</td> </tr> <tr> <td colspan="2">OR</td> </tr> <tr> <td>If Dispense Rate Improved by Less Than 2.5% AND is</td> <td></td> </tr> <tr> <td>80% or Greater</td> <td>None</td> </tr> <tr> <td>77.5% - 79.9%</td> <td>25%</td> </tr> <tr> <td>75% - 77.4%</td> <td>50%</td> </tr> <tr> <td>72.5% - 74.9%</td> <td>75%</td> </tr> <tr> <td>Less than 72.5%</td> <td>100%</td> </tr> </tbody> </table>		Result	Penalty	Dispense Rate Improved by 2.5% or More	None	OR		If Dispense Rate Improved by Less Than 2.5% AND is		80% or Greater	None	77.5% - 79.9%	25%	75% - 77.4%	50%	72.5% - 74.9%	75%	Less than 72.5%	100%	<u>Measurement Period</u> Annual <u>Reporting Period</u> Annual
			Result	Penalty																			
Dispense Rate Improved by 2.5% or More	None																						
OR																							
If Dispense Rate Improved by Less Than 2.5% AND is																							
80% or Greater	None																						
77.5% - 79.9%	25%																						
75% - 77.4%	50%																						
72.5% - 74.9%	75%																						
Less than 72.5%	100%																						
CAD – Statin Medications	Year 1: 2.0% of Care Management Fees	<p>This Guarantee establishes a Quality Benchmark of 65% in the percentage of Identified Members with coronary artery disease (CAD) who are dispensed one or more statin medications. (Dispense Rate). Anthem will be either (i) meet or exceed the Quality Benchmark; or, (ii) there will be a minimum improvement of 2.5% in the Dispense Rate as compared to the difference between the Quality Benchmark and the Dispense Rate for the Baseline Period.</p> <p>The Dispense Rate will be calculated based on the total number of Identified Members with CAD who are dispensed 1 or more statin medications during the Measurement Period divided by the total number of Identified Members.</p> <p>To determine the results for (i), Anthem shall compare the Dispense Rate in the Measurement Period to the Quality Benchmark.</p> <p>The improvement percentage for (ii) will be calculated by: 1) subtracting the Dispense Rate in the Baseline Period from the Dispense Rate in the Measurement Period; and, 2) dividing the result by the difference between the Quality Benchmark and the Dispense Rate for the Baseline Period.</p> <p>This will be measured with Employer-specific Data.</p>	<table border="1"> <thead> <tr> <th>Result</th> <th>Penalty</th> </tr> </thead> <tbody> <tr> <td>Adherence Rate Improved by 2.5% or More</td> <td>None</td> </tr> <tr> <td colspan="2">OR</td> </tr> <tr> <td>If Adherence Rate Improved by Less Than 2.5% AND is</td> <td></td> </tr> <tr> <td>65% or Greater</td> <td>None</td> </tr> <tr> <td>62.5% - 64.9%</td> <td>25%</td> </tr> <tr> <td>60% - 62.4%</td> <td>50%</td> </tr> <tr> <td>57.5% - 59.9%</td> <td>75%</td> </tr> <tr> <td>Less than 57.5%</td> <td>100%</td> </tr> </tbody> </table>		Result	Penalty	Adherence Rate Improved by 2.5% or More	None	OR		If Adherence Rate Improved by Less Than 2.5% AND is		65% or Greater	None	62.5% - 64.9%	25%	60% - 62.4%	50%	57.5% - 59.9%	75%	Less than 57.5%	100%	<u>Measurement Period</u> Annual <u>Reporting Period</u> Annual
Result	Penalty																						
Adherence Rate Improved by 2.5% or More	None																						
OR																							
If Adherence Rate Improved by Less Than 2.5% AND is																							
65% or Greater	None																						
62.5% - 64.9%	25%																						
60% - 62.4%	50%																						
57.5% - 59.9%	75%																						
Less than 57.5%	100%																						