

### AGENDA

Meeting Location: County of Tulare Board of Supervisors Chambers 2800 West Burrel Avenue Visalia, CA 93291 August 23, 2024 9:00 AM **BOARD OF DIRECTORS** 

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

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the SJVIA Manager at 559-636-4900 or the Assistant SJVIA Manager at 559-600-1801. Notification 48 hours prior to the meeting will help enable staff to make reasonable arrangements to ensure meaningful access.

- 1. Call to Order
- 2. Pledge of Allegiance
- 3. Roll Call
- 4. Approval of Agenda (A)
- 5. Approval of Consent Agenda Item Numbers 18-21

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

- 6. Public Comment: At this time, members of the public may comment on any item, within the jurisdiction of the SJVIA, not appearing on the agenda. In order for everyone to be heard, please limit your comments to 3 minutes or less. Anyone wishing to be placed on the agenda for a specific topic should contact the SJVIA Manager's Office and submit correspondence at least 14 days before the desired date of appearance.
- 7. Receive Update from Auditor-Treasurer on Cash Flow Projections (I)
- 8. Receive Consultant's Medical, Dental, and Vision Experience Reports through June 2024 with Update on Projected Plan Experience Surplus Accumulation and Projections (I)

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#### **BOARD OF DIRECTORS**

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

Meeting Location: County of Tulare Board of Supervisors Chambers 2800 West Burrel Avenue Visalia, CA 93291 August 23, 2024 9:00 AM

- 9. Receive Report Regarding Budgeted SJVIA Administrative Fee Increase and Recommendation for Allocating Funds for Plan Year 2025 (A)
- 10. Adopt Final Proposed Budget for Fiscal Year 2024-2025 (A)
- 11. Receive Consultant's SJVIA Actuarially Certified Incurred But Not Reported (IBNR) Reserve Report as of June 30, 2024 and Recommendation to Maintain the Current IBNR Reserve Levels for a Fully-Funded IBNR Reserve Status (A)
- 12. Receive Consultant's Plan Year 2025 Underwriting Renewal Report, Approve 2025 Rates and Fees, Authorize Consultant and SJVIA Staff to Negotiate Agreements and President to Execute Agreements, Subject to Approval of SJVIA Counsel and Staff (A)
- 13. Receive Keenan Pharmacy Services (KPS) Consultant's Report on EmpiRx Actual Pharmacy Performance Compared to Contracted Pharmacy Performance (I)
- 14. Receive Report on the Status of Anthem's Contract with Valley Children's Hospital (I)
- 15. Approve Request to Cancel the October 4, 2024 Meeting of the SJVIA Board (A)
- 16. SJVIA Director Questions, Announcements, and Activity Reports (Gov. Code, § 54954.2, subd. (a)(2)) (I)
- 17. Adjournment

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San Joaquin Valley

**Insurance Authority** 

#### **Consent Agenda**

- 18. Approval of Minutes Board Meeting of July 19, 2024 (A)
- 19. Approve and Authorize President to Execute SJVIA Agreement with Alinea Imaging Associates, Inc. to Provide Mammography Services For An Initial Three-Year Term with Two One-Year Options to Extend Agreement (A)

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#### **BOARD OF DIRECTORS**

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

- 20. Approve and Authorize President to Execute SJVIA Agreement with Pacific Coast Mobile Radiology, Inc. to Provide Mammography Services For an Initial Three-Year Term with Two One-Year Options to Extend Agreement (A)
- 21. Approve and Authorize President to Execute Amendment 1 to the Amended and Restated Agreement with Elite Corporate Medical Services, Inc. to Update Scope of Services and Compensation to Include Flu Vaccination Services (A)

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Meeting Location: County of Tulare Board of Supervisors Chambers 2800 W. Burrel Avenue Visalia, CA 93291 August 23, 2024 9:00 AM BOARD OF DIRECTORS

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

AGENDA DATE: August 23, 2024

ITEM NUMBER: Item #7

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

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

#### **DESCRIPTION:**

Informational item. Please see attached report.

### FISCAL IMPACT/FINANCING:

None.

#### **ADMINISTRATIVE SIGN-OFF:**

Jalled Oscar J. Garcia, CPA

SJVIA Auditor-Treasurer

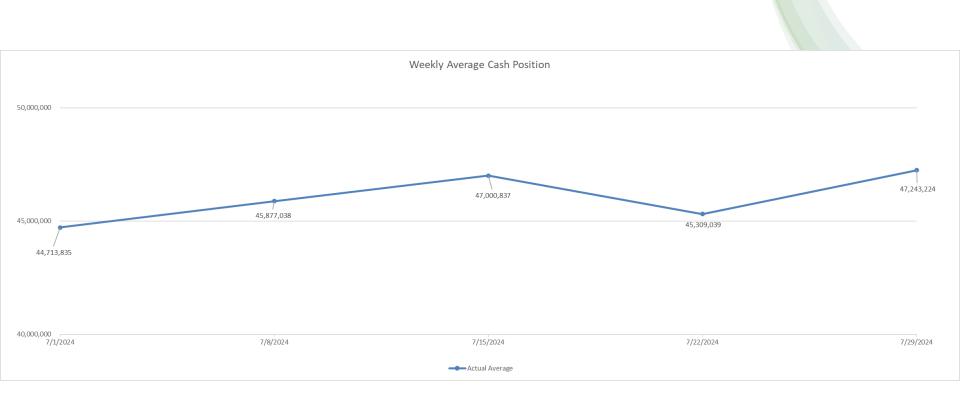
# SJVIA Cash Flow Projections

August 23, 2024

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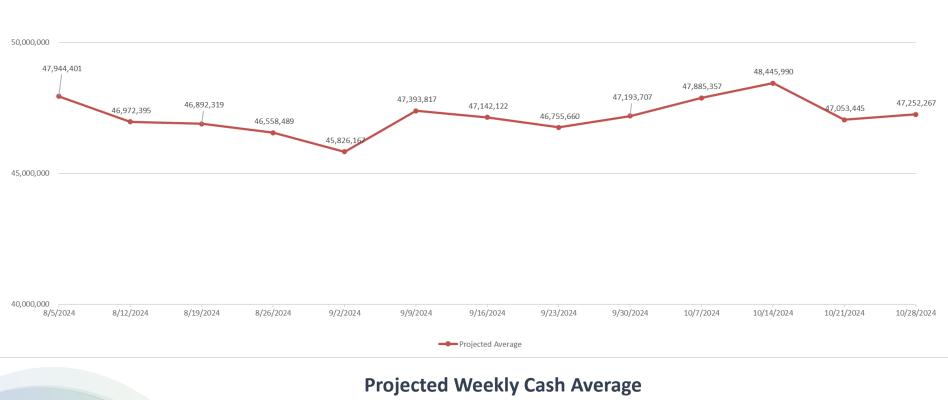


# Weekly Cash Average

- High: \$47,243224
- Low: \$44,713,835
- Weekly Average Anthem Claim: \$1,041,507

**\$46,028,795** 

Weekly Average Cash Position



**\$47,178,164** 

SJVIA Reserves, Liabilities & Cash Balance										
Cash Balance as of 07/31/2024	\$	46,035,435								
Minus: IBNR		10,363,820								
Excess/(Deficit) of Cash		35,671,615								
Minus: 3-Month Stabilization		20,741,256								
Excess/(Deficit) of Cash		14,930,359								
Minus: Gallagher Settlement		7,000,000								
Total Excess/(Deficit) of Cash		7,930,359								

- This table depicts whether our current cash balance is sufficient to cover our projected Incurred But Not Reported (IBNR), maintain our 3-month stabilization target, and settlement set aside.
- As of 7/31/2024, there was enough cash on hand to cover the IBNR, 3-month stabilization target, and Gallagher Settlement.



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AGENDA DATE:	August 23, 2024
ITEM NUMBER:	Item 8
SUBJECT:	Receive Consultant's Medical, Dental, and Vision Experience Reports through June 2024 with Update on Projected Plan Experience Surplus Accumulation and Projections (I)
REQUEST(S):	That the Board receive the Consultant's medical, dental, and vision experience reports through June 2024 and update on projected plan experience accumulation.

#### **DESCRIPTION:**

The Consultant's report shows that on a total cost basis from January through June 2024, the self-insured medical premium of \$49,487,571 exceeded the total cost of \$47,119,910 for an accumulation of \$2,367,662, or an 95.2% loss ratio.

For the self-insured dental plan, the report shows that on a total cost basis, the dental premium of \$2,783,550 exceeded the total cost of \$2,549,307 for an accumulation of \$234,243 or a 91.6% loss ratio.

The vision plan remains fully insured and has an accumulation of \$33,652. Under the fully insured arrangement, all deficit or surplus positions remain with the carrier.

Keenan projected a \$1,249,514 accumulation for the 2024 plan year. The accumulation is built from premiums exceeding plan costs, built-in margin on the Kaiser plan, prescription drug rebates, and other sources. For the 2024 plan year, the position is \$5,181,202 (excluding \$5,020,071 in ARPA funds), 314.7% greater than the projected annual total.

Please note this is the consultant's report. Prior to allocating funds for the IBNR reserve and stabilization reserve, the SJVIA Auditor will provide the

**AGENDA**: San Joaquin Valley Insurance Authority

**DATE:** August 23, 2024

unaudited reserve accumulation based on actual revenue received and actual expenses paid. Additionally, due to rounding, figures in this report may be off by de minimis amounts.

#### FISCAL IMPACT/FINANCING:

The 2024 plan year experience through June 2024 resulted in a \$2,367,662 medical surplus and a \$234,243 dental surplus for a total self-funded surplus of \$2,601,905.

Prescription drug rebates in the amount of \$2,407,305 have been received. With the Kaiser reserve of \$172,093, the collective total reserve accumulation is \$5,181,303 for the 2024 plan year through June (excluding ARPA funds). This is based on the Consultant's report; the Auditor will provide the unaudited reserve accumulation based on actual revenue received and actual expenses paid.

#### **ADMINISTRATIVE SIGN-OFF:**

Lupe Garza SJVIA Manager

Holl<del>is Magill</del> SJVIA Assistant Manager



August 23, 2024

# SJVIA Board Meeting: Consultant's Report – 2024 Plan Experience (Medical, Dental, and Vision) through June 2024

The following pages provide a summary of the plan experience from January 1 through June 30, 2024, for the self-funded medical and dental plans, as well as the fully insured vision plan (Kaiser and Delta Dental DHMO experience is not reported).

The SJVIA self-funded plans show a net surplus position of \$2,601,905 through June 2024. The County of Fresno has a \$3,163,693 surplus position and the County of Tulare has a (\$561,788) deficit position.

	COF	СОТ	Total
Medical	\$ 2,901,105	\$ (533,443)	\$ 2,367,662
Dental	\$ 262,588	\$ (28,345)	\$ 234,243
Total	\$ 3,163,693	\$ (561,788)	\$ 2,601,905
Vision (Insured)	\$ 46,437	\$ (12,785)	\$ 33,652
Loss Ratio			
Medical	91.1%	103.2%	95.2%
Dental	86.2%	103.2%	91.6%
Vision	84.4%	111.3%	89.9%

The County of Fresno and the County of Tulare both have 1.0% margin included in the 2024 medical rates.

The Anthem self-funded medical plans show a net accumulated surplus position of \$2,367,662 for a 95.2% total cost loss ratio.

The Delta Dental self-funded dental plan shows an accumulated surplus position of \$234,243 for a 91.6% total cost loss ratio.

The Vision Service Plan (VSP) vision plan is fully insured and shows an accumulated position of \$33,652 for an 89.9% total cost loss ratio. Under the fully insured arrangement, all deficit or surplus positions remain with the carrier. SJVIA may want to consider going to a self-funded arrangement for PY 2025.

Fresno County continues its cross-subsidy strategy between the EPO, PPO, and High Deductible Health Plans (HDHP). Fresno County removed its EPO/Kaiser parity strategy for 2024, allowing the Kaiser and EPO plans to renew based on plan experience only.

The County of Tulare has a deficit of (\$533,443) through June. For 2024, the County of Tulare allocated \$2,000,126 of the ARPA funds toward the renewal, reducing the increase from 11.51% to 5.00%. When considering the 2024 rate readjustment, County of Tulare is in a \$1,466,683 surplus position. The total Tulare County ARPA fund transfer to SJVIA was \$2,593,347.

The County of Fresno transferred \$2,426,734 in ARPA funds, for an SJVIA total of \$5,020,081.

SJVIA Plan Experience Report 2024 August 23, 2024 Page 2

Keenan projected prescription drug rebates of \$4,412,000 in 2024. The prescription drug rebates are underwritten into the 2024 rates and are therefore excluded as a line item in the 2024 budget calculation. The prescription drug rebates are included in the calculated accumulation and total \$2,407,305. The \$2,407,305 are accumulated for the third and fourth quarter of 2023. There is typically a six-month lag in the funding of prescription drug rebates.

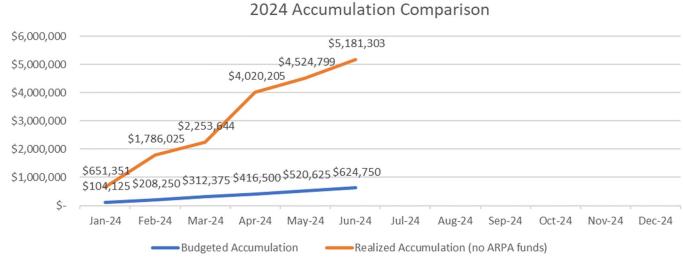
Keenan projected a medical and dental margin of \$897,142 for 2024. The margin is underwritten into the 2024 rates and therefore is excluded as a line item in the 2024 budget calculation. The margin is included in the calculated accumulation and total \$2,601,905. This is well above the projected margin accumulation of \$448,566 through June and the \$897,142 2024 annual budget.

The 2024 SJVIA Kaiser margin was budgeted at \$352,372 but realized a margin of \$172,093 through June.

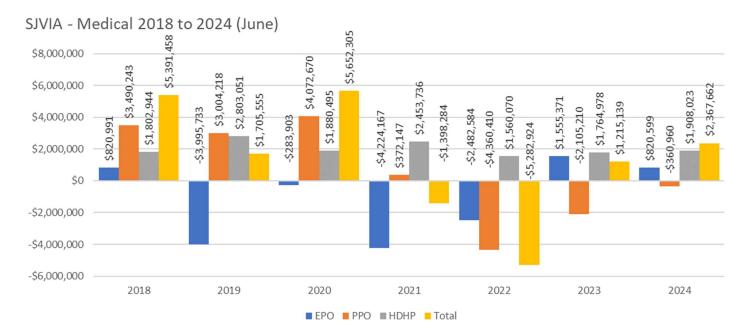
The SJVIA has an overall accumulated position of \$5,181,303 (excluding ARPA funds). This is \$3,931,789 (or 314.7%) above the budgeted accumulation of \$1,249,514 in the 2024 annual budget.

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

Please note minor differences in dollar amounts may exist from the experience reports due to rounding.

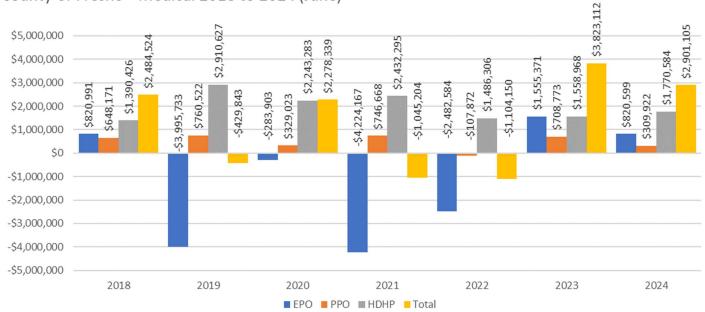


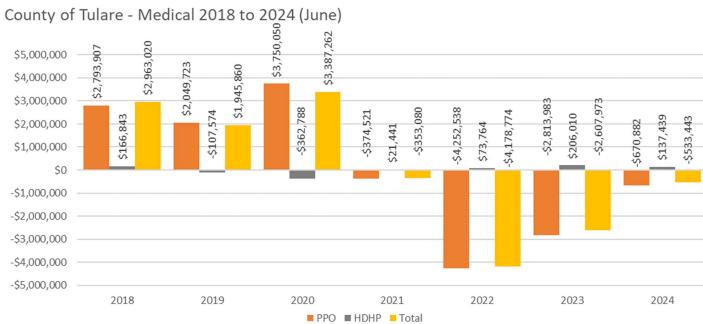
2024 Accumulation Comparison excludes the \$5,020,081 in ARPA funds from both counties.



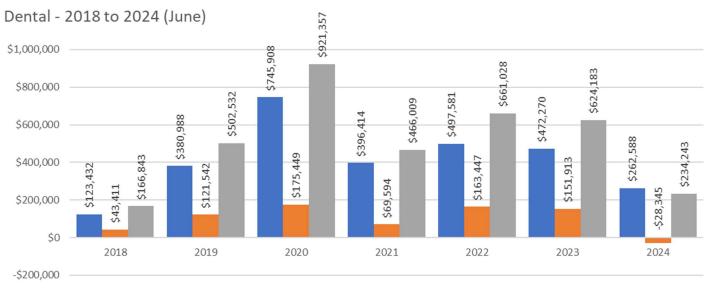
The following self-funded medical/rx graphs also exclude ARPA funds.







SJVIA Plan Experience Report 2024 August 23, 2024 Page 5







#### SJVIA Plan Experience Report 2024

#### August 23, 2024

Page 6

Budget vs. Calculated Accumulation																			
2022	J	lanuary	F	ebruary	March	April		May	June	July	August	Se	eptember		October	November	0	ecember	Total
Budget Accumulation																			
Plan Experience (Medical)	\$	62,242	\$	62,242	\$ 62,242	\$ 62,242	\$	62,242	\$ 62,242	\$ 62,242	\$ 62,242	\$	62,242	\$	62,242	\$ 62,242	\$	62,242	\$ 746,903
Plan Experience (Dental)	\$	5,584	\$	5,584	\$ 5,584	\$ 5,584	\$	5,584	\$ 5,584	\$ 5,584	\$ 5,584	\$	, 1	\$	5,584	\$ 5,584	\$	5,584	\$ 67,005
Kaiser Accumulation	\$	38,565	\$	38,565	\$ 38,565	\$ 38,565	\$	38,565	\$ 38,565	\$ 38,565	\$ 38,565	\$	38,565	\$	38,565	\$ 38,565	\$	38,565	\$ 462,781
Kaiser EPO Parity Accumulation	\$	38,249	\$	38,249	\$ 38,249	\$ 38,249	\$	38,249	\$ 38,249	\$ 38,249	\$ 38,249	\$	38,249	\$	38,249	\$ 38,249	\$	38,249	\$ 458,983
Prescription Drug Rebates	\$	-	<u>\$</u>	-	\$ 600,000	\$ -	\$	-	\$ 600,000	\$ 	\$ 	\$	600,000	<u>\$</u>	-	\$ -	\$	600,000	\$ 2,400,000
2022 Budgeted Accumulation	\$	144,639	\$	144,639	\$ 744,639	\$ 144,639	\$	144,639	\$ 744,639	\$ 144,639	\$ 144,639	\$	744,639	\$	144,639	\$ 144,639	\$	744,639	\$ 4,135,672
Calculated Accumulation																			
Plan Experience (Medical)	\$	416,646	\$	(707,755)	\$ 334,315	\$ (579,163)	\$	(111,439)	\$ (76,438)	\$ (125,469)	\$ (2,224,386)	\$	257,541	\$	(781,002)	\$ (907,033)	\$	(778,741)	\$ (5,282,924)
Plan Experience (Dental)	\$	115,834	\$	64,486	\$ (58 <i>,</i> 680)	\$ 46,312	\$	40,850	\$ 13,054	\$ 107,262	\$ 76,505	\$	23,023	\$	82,402	\$ 88,343	\$	61,637	\$ 661,028
Kaiser Accumulation	\$	34,185	\$	33,794	\$ 33,676	\$ 33,547	\$	33,454	\$ 33,279	\$ 33,080	\$ 32,987	\$	33,071	\$	32,712	\$ 32,711	\$	32,388	\$ 398,886
Kaiser EPO Parity Accumulation	\$	34,429	\$	34,110	\$ 34,004	\$ 33,848	\$	33,684	\$ 33,536	\$ 33,169	\$ 33,011	\$	33,202	\$	32,507	\$ 32,768	\$	32,249	\$ 400,516
Prescription Drug Rebates	\$	-			\$ 745,118	\$ -	\$	700,150	\$ -	\$ -	\$ 642,132	\$	-	\$	643,951	\$ -	\$	-	\$ 2,731,351
Other: COF-COVID-19 Reimbursement	\$		<u>\$</u>	-	\$ -	\$ 	<u>\$</u>	-	\$ -	\$ -	\$ -	\$		<u>\$</u>	-	\$ -	\$	-	\$ -
2022 Calculated Accumulation	\$	601,094	\$	(575,365)	\$ 1,088,433	\$ (465,456)	\$	696,699	\$ 3,431	\$ 48,043	\$ (1,439,750)	\$	346,837	\$	10,570	\$ (753,211)	\$	(652,468)	\$ (1,091,143)
2023	J	lanuary	F	ebruary	March	April		May	June	July	August	Se	eptember		October	November	0	ecember	Total
Budget Accumulation																			
Plan Experience (Medical)	\$	65,284	\$	65,284	\$ 65,284	\$ 65,284	\$	65,284	\$ 65,284	\$ 65,284	\$ 65,284	\$	65,284	\$	65,284	\$ 65,284	\$	65,284	\$ 783,407
Plan Experience (Dental)	\$	6,881	\$	6,881	\$ 6,881	\$ 6,881	\$	6,881	\$ 6,881	\$ 6,881	\$ 6,881	\$	6,881	\$	6,881	\$ 6,881	\$	6,881	\$ 82,570
Kaiser Accumulation	\$	34,161	\$	34,161	\$ 34,161	\$ 34,161	\$	34,161	\$ 34,161	\$ 34,161	\$ 34,161	\$	34,161	\$	34,161	34,161	\$	34,161	\$ 409,938
Kaiser EPO Parity Accumulation	\$	148,964	\$	148,964	\$ 148,964	\$ 148,964	\$	148,964	\$ 148,964	\$ 148,964	\$ 148,964	\$	148,964	\$	148,964	\$ 148,964	\$	148,964	\$ 1,787,564
Prescription Drug Rebates	\$	-	<u>\$</u>	-	\$ 600,000	\$ -	\$	-	\$ 950,000	\$ 	\$ 	\$	950,000	<u>\$</u>	-	\$ -	\$	950,000	\$ 3,450,000
2023 Budgeted Accumulation	\$	255,290	\$	255,290	\$ 855,290	\$ 255,290	\$	255,290	\$ 1,205,290	\$ 255,290	\$ 255,290	\$	1,205,290	\$	255,290	\$ 255,290	\$	1,205,290	\$ 6,513,479
Calculated Accumulation																			
Plan Experience (Medical)	\$	515,330	\$	1,114,156	\$ (42,789)	\$ 984,315	\$	1,093,276	\$ 775,401	\$ 1,686,721	\$ (2,479,927)	\$	265,617	\$	(1,173,278)	\$ (1,622,314)	\$	98,631	\$ 1,215,139
Plan Experience (Dental)	\$	94,579	\$	30,896	\$ (9 <i>,</i> 934)	\$ 58,534	\$	59,818	\$ 12,122	\$ 111,348	\$ (21,091)	\$	103,877	\$	52,949	\$ 23,097	\$	107,988	\$ 624,183
Kaiser Accumulation	\$	32,807	\$	33,162	\$ 33,294	\$ 33,008	\$	33,035	\$ 33 <i>,</i> 053	\$ 33,175	\$ 33,044	\$	32,981	\$	32,865	\$ 33,067	\$	32,955	\$ 396,447
Kaiser EPO Parity Accumulation	\$	163,072	\$	164,948	\$ 165,495	\$ 164,055	\$	164,146	\$ 164,293	\$ 164,936	\$ 164,365	\$	164,142	\$	163,491	\$ 164,552	\$	164,033	\$ 1,971,527
Prescription Drug Rebates	\$	-	\$	-	\$ -	\$ 532,281	\$	-	\$ 595,228	\$ -	\$ -	:	\$1,154,820	\$	-	\$ -	\$	1,212,184	\$ 3,494,513
CMC Claims (See Plan Experience)	\$	-	\$	-	\$ -	\$ -	\$	-	\$ 	\$ 	\$ 	\$		\$		\$ -	\$	-	\$ 
2023 Calculated Accumulation	\$	805,788	\$	1,343,162	\$ 146,066	\$ 1,772,193	\$	1,350,274	\$ 1,580,097	\$ 1,996,179	\$ (2,303,609)	\$	1,721,437	\$	(923,973)	\$ (1,401,597)	\$	1,615,791	\$ 7,701,808
2024	J	January	F	ebruary	March	April		May	June	July	August	Se	eptember		October	November	0	ecember	Total
Budget Accumulation																			
Plan Experience (Medical)	\$	67,568	\$	67,568	\$ 67,568	\$ 67,568	\$	67,568	\$ 67,568	\$ 67,568	\$ 67,568	\$	67,568	\$	67,568	\$ 67,568	\$	67,573	\$ 810,821
Plan Experience (Dental)	\$	7,193	\$	7,193	\$ 7,193	\$ 7,193	\$	7,193	\$ 7,193	\$ 7,193	\$ 7,193	\$	7,193	\$	7,193	\$ 7,193	\$	7,198	\$ 86,321
Kaiser Accumulation	\$	29,364	\$	29,364	\$ 29,364	\$ 29,364	\$	29,364	\$ 29,364	\$ 29,364	\$ 29,364	\$	29,364	\$	29,364	\$ 29,364	\$	29,368	\$ 352,372
Other	\$	-	\$	-	\$ -	\$ -	\$	-	\$ 	\$ 	\$ 	\$		\$		\$ -	\$	-	\$ -
2024 Budgeted Accumulation	\$	104,125	\$	104,125	\$ 104,125	\$ 104,125	\$	104,125	\$ 104,125	\$ 104,125	\$ 104,125	\$	104,125	\$	104,125	\$ 104,125	\$	104,139	\$ 1,249,514
Calculated Accumulation																			
Plan Experience (Medical)	\$	(689,323)	\$	1,127,342	\$ 361,034	\$ 460,842	\$	520,544	\$ 587,223										\$ 2,367,662
Plan Experience (Dental)	\$	125,029	\$	(21,595)	\$ 77,975	\$ 56,621	\$	(44,497)	\$ 40,710										\$ 234,243
Kaiser Accumulation	\$	28,970	\$	28,927	\$ 28,610	\$ 28,468	\$		\$ 28,571										\$ 172,093
Other - RX Rebates	\$	1,186,675	\$	-	\$ -	\$ 1,220,630	\$	-	\$ -										\$ 2,407,305
Other - ARPA Funds	\$	2,426,724	\$		\$ -	\$ 2,593,347	\$	-	\$ 										\$ 5,020,071
2024 Calculated Accumulation	\$	3,078,075	\$	1,134,674	\$ 467,619	\$ 4,359,908	\$	504,594	\$ 656,504	\$ -	\$ -	\$	-	\$	-	\$ -	\$	-	\$ 10,201,374

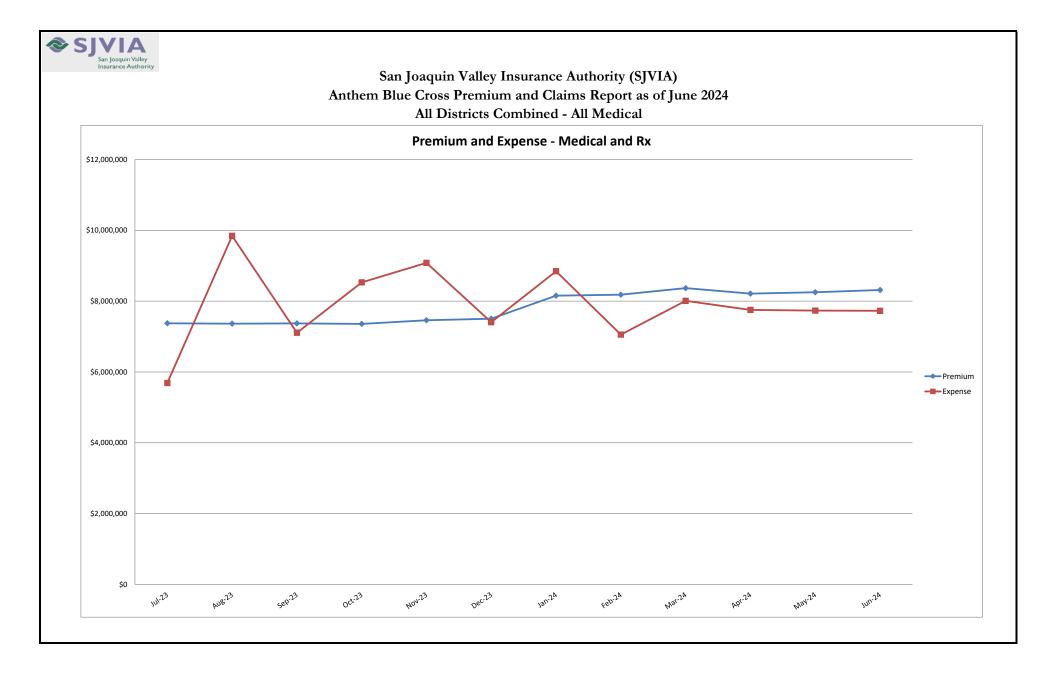
Please note that this is the consultant's report. Prior to allocating funds for the IBNR reserve and stabilization reserve, the SJVIA Auditor will provide the unaudited cash position based on actual revenue received and actual expenses paid.



#### San Joaquin Valley Insurance Authority (SJVIA) Anthem Blue Cross Premium and Claims Report as of June 2024 All Districts Combined - All Medical

					CLAIMS EXPENSE				AVERAGE CLAIM	TOTAL EXPENSE
MONTH-YEAR	ENROLLED	FUNDING / PREMIUM	MEDICAL	RX	FIXED	POOLED CLAIMS	TOTAL EXPENSE	SURPLUS / (DEFICIT)	COST PEPM	LOSS RATIO
Jul-22	6,819	\$6,728,792	\$4,605,515	\$1,807,229	\$598,045	\$836	\$7,011,626	-\$282,833	\$940.55	
Aug-22	6,839	\$6,753,897	\$6,414,083	\$2,142,952	\$599,507	-\$37,678	\$9,118,863		\$1,245.70	
Sep-22	6,871	\$6,772,731	\$4,347,471	\$2,066,819	\$602,706		\$6,855,933	-\$83,202	\$910.09	101.2%
Oct-22	6,900	\$6,789,567	\$4,990,275	\$2,217,947	\$605,505	-\$1,087	\$7,812,640		\$1,044.51	115.1%
Nov-22	6,890	\$6,778,443	\$5,003,839	\$2,277,788	\$604,595	-\$1,204	\$7,885,018	-\$1,106,575	\$1,056.67	116.3%
Dec-22	7,010	\$7,104,751	\$5,497,558	\$2,010,979	\$617,413	-\$91,208	\$8,034,742	-\$929,991	\$1,058.11	113.1%
Jan-23	7,024	\$7,236,876	\$4,234,332	\$2,110,263	\$618,533	-\$241,581	\$6,721,546	\$515,330	\$868.88	92.9%
Feb-23	7,062	\$7,265,806	\$3,596,669	\$1,981,223	\$622,050	-\$48,293	\$6,151,649	\$1,114,156	\$783.01	84.7%
Mar-23	7,307	\$7,317,706	\$4,446,576	\$2,269,771	\$646,568	-\$2,420	\$7,360,495	-\$42,789	\$918.83	100.6%
Apr-23	7,105	\$7,306,138	\$3,620,069	\$2,081,107	\$626,733		\$6,321,823	\$984,315	\$801.56	
May-23	7,090	\$7,280,459	\$3,340,190	\$2,221,828	\$625,273	-\$108	\$6,187,183	\$1,093,276	\$784.47	85.0%
Jun-23	7,133	\$7,317,336	\$3,842,281	\$2,096,049	\$629,326	-\$25,720	\$6,541,935	\$775,401	\$828.91	89.4%
Jul-23	7,197	\$7,375,715	\$3,342,177	\$2,062,475	\$635,170	-\$350,828	\$5,688,995	\$1,686,721	\$702.21	77.1%
Aug-23	7,190	\$7,364,589	\$7,248,218	\$2,176,893	\$634,304	-\$214,900	\$9,844,515	-\$2,479,926	\$1,280.98	133.7%
Sep-23	7,210	\$7,372,627	\$4,430,444	\$2,063,564	\$635,863	-\$22,862	\$7,107,010	\$265,617	\$897.52	96.4%
Oct-23	7,208	\$7,357,523	\$5,649,519	\$2,248,847	\$635,708	-\$3,273	\$8,530,801	-\$1,173,277	\$1,095.32	115.9%
Nov-23	7,306	\$7,459,942	\$6,246,479	\$2,191,508	\$644,797	-\$527	\$9,082,256	-\$1,622,314	\$1,154.87	121.7%
Dec-23	7,361	\$7,505,298	\$4,728,919	\$2,087,370	\$649,883	-\$59,504	\$7,406,668	\$98,630	\$917.92	98.7%
Jan-24	7,564	\$8,155,640	\$5,715,449	\$2,460,621	\$668,893	\$0	\$8,844,963	-\$689,323	\$1,080.92	108.5%
Feb-24	7,545	\$8,181,833	\$4,253,354	\$2,133,318	\$667,820	\$0	\$7,054,491	\$1,127,342	\$846.48	86.2%
Mar-24	7,555	\$8,368,949	\$5,006,905	\$2,332,320	\$668,690	\$0	\$8,007,915	\$361,034	\$971.44	95.7%
Apr-24	7,576	\$8,213,992	\$4,637,801	\$2,483,889	\$670,701	-\$39,242	\$7,753,150	\$460,842	\$934.85	94.4%
May-24	7,596	\$8,253,131	\$4,396,287	\$2,679,803	\$672,779	-\$16,279	\$7,732,589	\$520,542	\$929.41	93.7%
Jun-24	7,660	\$8,314,026	\$4,528,533	\$2,599,845	\$679,686	-\$81,261	\$7,726,803	\$587,223	\$919.99	92.9%
2021	6,883	\$81,247,360	\$54,332,276	\$21,419,630	\$7,222,384	-\$328,648	\$82,645,642	-\$1,398,283	\$913.14	101.7%
2022	6,835	\$81,100,311	\$58,454,782	\$23,994,864	\$7,200,801	-\$1,191,949	\$88,458,497	-\$7,358,186	\$990.73	109.1%
2023	7,183	\$88,160,015	\$54,725,873	\$25,590,898	\$7,604,207	-\$976,104	\$86,944,875		\$920.50	
2024 YTD	7,583	\$49,487,571	\$28,538,328	\$14,689,795	\$4,028,569	-\$136,783	\$47,119,910	\$2,367,662	\$947.15	95.2%
Current 12 Months	7,414	\$93,923,266	\$60,184,084	\$27,520,452	\$7,864,294	-\$788,677	\$94,780,153	-\$856,887	\$976.93	100.9%

#### Data Sources:

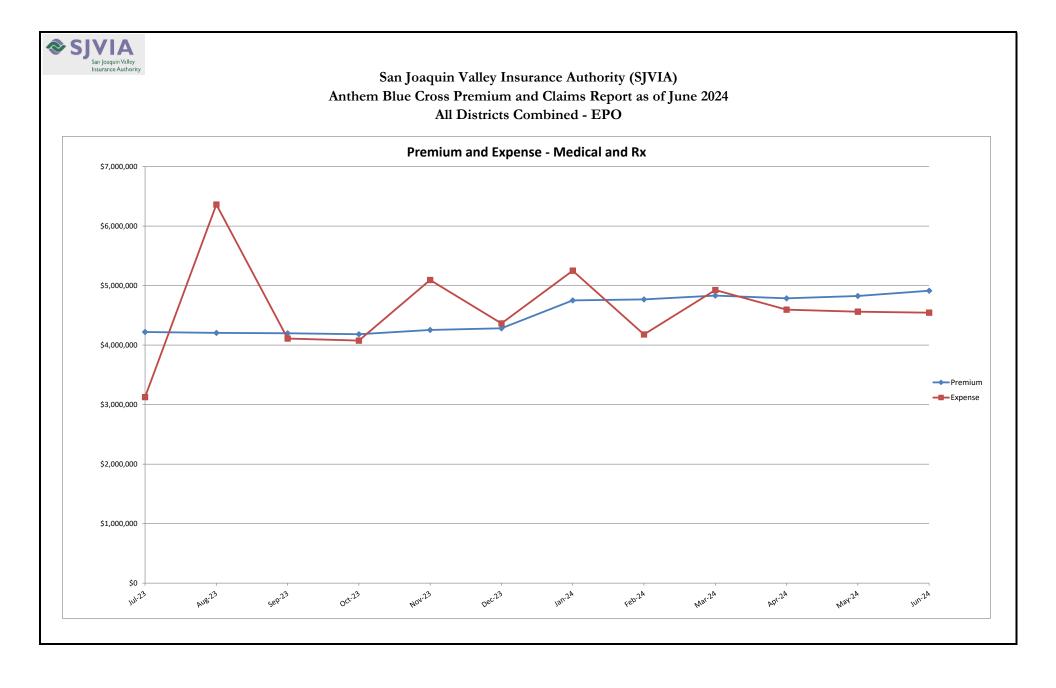




#### San Joaquin Valley Insurance Authority (SJVIA) Anthem Blue Cross Premium and Claims Report as of June 2024 All Districts Combined - EPO

					CLAIMS EXPENSE				AVERAGE CLAIM	TOTAL EXPENSE
MONTH-YEAR	ENROLLED	FUNDING / PREMIUM	MEDICAL	RX	FIXED	POOLED CLAIMS	TOTAL EXPENSE	SURPLUS / (DEFICIT)	COST PEPM	LOSS RATIO
Jul-22	3,094	\$3,775,558	\$2,815,273	\$922,057	\$310,607	\$836	\$4,048,772	-\$273,214		107.2%
Aug-22	3,090	\$3,774,880	\$3,685,776	\$1,079,441	\$310,205	-\$37,678	\$5,037,744	-\$1,262,863	\$1,529.95	133.5%
Sep-22	3,121	\$3,793,032	\$2,715,544	\$1,015,831	\$313,317	-\$68,131	\$3,976,560	-\$183,529	\$1,173.74	104.8%
Oct-22	3,145	\$3,804,887	\$3,102,258	\$1,123,379	\$315,727	\$0	\$4,541,364	-\$736,477	\$1,343.60	119.4%
Nov-22	3,139	\$3,796,401	\$2,751,816	\$1,235,054	\$315,124	-\$370	\$4,301,625	-\$505,224	\$1,269.99	113.3%
Dec-22	3,290	\$4,121,768	\$3,355,740	\$1,032,959	\$330,283		\$4,640,339	-\$518,571	\$1,310.05	112.6%
Jan-23	3,291	\$4,125,856	\$2,842,989	\$1,120,346	\$330,383	-\$241,581	\$4,052,137	\$73,719	\$1,130.89	98.2%
Feb-23	3,316	\$4,141,809	\$2,181,993	\$1,062,124	\$332,893	-\$48,293	\$3,528,717	\$613,091	\$963.76	85.2%
Mar-23	3,558	\$4,181,933	\$2,091,900	\$1,168,999	\$357,188	-\$2,420	\$3,615,667	\$566,266	\$915.82	86.5%
Apr-23	3,375	\$4,179,891	\$1,962,472	\$1,126,353	\$338,816	\$792	\$3,428,433	\$751,458	\$915.44	82.0%
May-23	3,362	\$4,165,140	\$1,923,187	\$1,165,456	\$337,511	-\$108	\$3,426,047	\$739,094	\$918.66	82.3%
Jun-23	3,394	\$4,190,024	\$2,072,292	\$1,107,827	\$340,724	\$68,144	\$3,588,987	\$601,037	\$957.06	85.7%
Jul-23	3,433	\$4,220,894	\$1,725,357	\$1,056,453	\$344,639	\$0	\$3,126,449	\$1,094,446	\$810.31	74.1%
Aug-23	3,419	\$4,206,198	\$5,048,775	\$1,186,431	\$343,233	-\$215,367	\$6,363,073	-\$2,156,875	\$1,760.70	151.3%
Sep-23	3,420	\$4,198,777	\$2,694,919	\$1,074,765	\$343,334	-\$2,343	\$4,110,675	\$88,102	\$1,101.56	97.9%
Oct-23	3,420	\$4,182,759	\$2,491,423	\$1,240,903	\$343,334	\$0	\$4,075,660	\$107,098	\$1,091.32	97.4%
Nov-23	3,486	\$4,254,006	\$3,612,935	\$1,131,860	\$349,960	\$0	\$5,094,754	-\$840,748	\$1,361.10	119.8%
Dec-23	3,522	\$4,283,144	\$2,930,943	\$1,079,945	\$353,574	\$0	\$4,364,461	-\$81,317	\$1,138.81	101.9%
Jan-24	3,664	\$4,751,459	\$3,590,446	\$1,291,924	\$367,829	\$0	\$5,250,199	-\$498,740	\$1,332.52	110.5%
Feb-24	3,681	\$4,768,686	\$2,651,372	\$1,158,956	\$369,536	\$0	\$4,179,863	\$588,823	\$1,035.13	87.7%
Mar-24	3,685	\$4,832,293	\$3,270,049	\$1,285,041	\$369,937	\$0	\$4,925,027	-\$92,735	\$1,236.12	101.9%
Apr-24	3,702	\$4,785,434	\$2,981,403	\$1,282,316	\$371,644	-\$39,242	\$4,596,121	\$189,314	\$1,141.13	96.0%
May-24	3,725	\$4,826,194	\$2,814,240	\$1,389,322	\$373,953	-\$16,279	\$4,561,235	\$264,959	\$1,124.10	94.5%
Jun-24	3,810	\$4,913,503	\$2,855,216	\$1,387,774	\$382,486	-\$80,952	\$4,544,524	\$368,978	\$1,092.40	92.5%
2021	3,047	\$44,376,243	\$33,405,619	\$11,713,863	\$3,670,660	-\$189,731	\$48,600,411	-\$4,224,167	\$1,228.80	109.5%
2022	3,128	\$45,908,995	\$35,461,406	\$12,379,625	\$3,768,239	-\$1,084,532	\$50,524,738	-\$4,615,743	\$1,245.64	110.1%
2023	3,416	\$50,330,431	\$31,579,185	\$13,521,462	\$4,115,588	-\$441,176	\$48,775,059	\$1,555,372	\$1,089.36	96.9%
2024 YTD	3,711	\$28,877,568	\$18,162,727	\$7,795,332	\$2,235,384	-\$136,473	\$28,056,970	\$820,599	\$1,159.63	97.2%
Current 12 Months	3,581	\$54,223,346	\$36,667,078	\$14,565,689	\$4,313,457	-\$354,183	\$55,192,041	-\$968,695	\$1,184.13	101.8%

Data Sources:

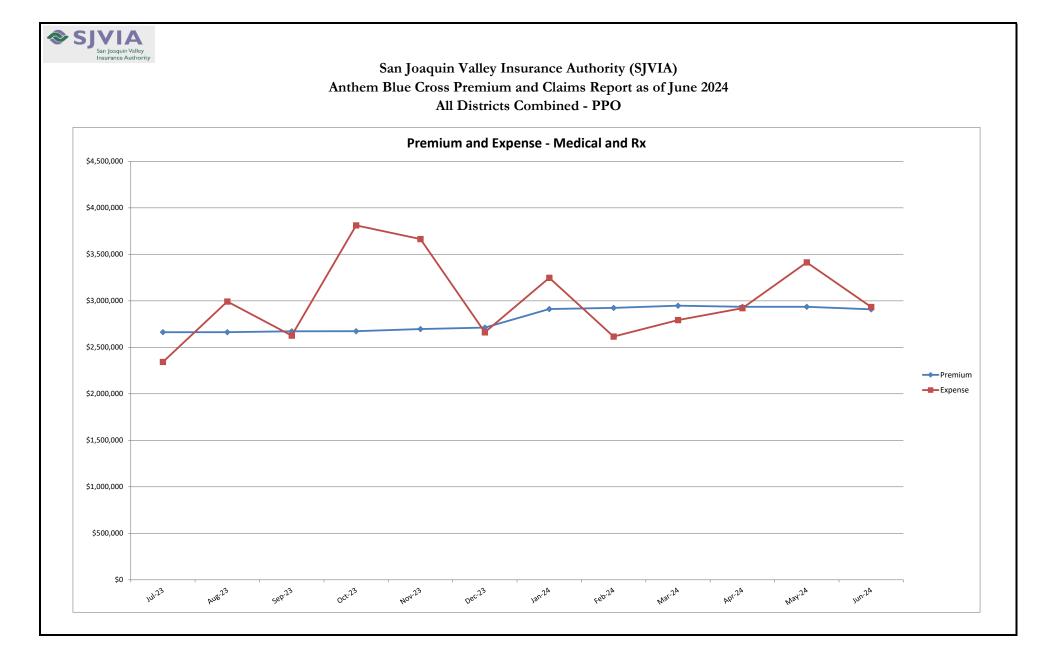




#### San Joaquin Valley Insurance Authority (SJVIA) Anthem Blue Cross Premium and Claims Report as of June 2024 All Districts Combined - PPO

					CLAIMS EXPENSE		AVERAGE CLAIM	TOTAL EXPENSE		
MONTH-YEAR	ENROLLED	FUNDING / PREMIUM	MEDICAL	RX	FIXED	POOLED CLAIMS	TOTAL EXPENSE	SURPLUS / (DEFICIT)	COST PEPM	LOSS RATIO
Jul-22	3,010	\$2,420,242	\$1,595,471	\$781,725	\$232,718	\$0	. , ,	-\$189,672		107.8%
Aug-22	3,040	\$2,450,028	\$2,204,773	\$956,985	\$235,039	\$0		-\$946,768		138.6%
Sep-22	3,050	\$2,457,034	\$1,309,975	\$957,342	\$235,814	\$0	\$2,503,131	-\$46,096	\$743.38	101.9%
Oct-22	3,055	\$2,461,844	\$1,676,279	\$982,714	\$236,203	\$0	\$2,895,196	-\$433,351	\$870.37	117.6%
Nov-22	3,054	\$2,461,350	\$2,111,834	\$940,700	\$236,125	\$0		-\$827,310	\$999.52	133.6%
Dec-22	3,095	\$2,497,248	\$1,872,561	\$901,538	\$239,292	\$0	+-,,	-\$516,142		120.7%
Jan-23	3,119	\$2,632,312	\$1,265,464	\$964,505	\$241,152	\$0	\$2,471,120	\$161,192	\$714.96	93.9%
Feb-23	3,137	\$2,648,404	\$1,223,699	\$881,086	\$242,543	\$0	\$2,347,328	\$301,075		88.6%
Mar-23	3,135	\$2,656,940	\$2,155,967	\$1,055,186	\$242,385	\$0	\$3,453,538	-\$796,598	\$1,024.29	130.0%
Apr-23	3,123	\$2,648,661	\$1,556,865	\$897,305	\$241,456	-\$6,879	\$2,688,748	-\$40,087	\$783.63	101.5%
May-23	3,117	\$2,637,547	\$1,135,596	\$1,006,286	\$240,995	\$0	\$2,382,876	\$254,671	\$687.16	90.3%
Jun-23	3,119	\$2,640,164	\$1,434,802	\$931,360	\$241,147	\$0	\$2,607,309	\$32,855	\$758.63	98.8%
Jul-23	3,141	\$2,662,340	\$1,418,261	\$939,112	\$242,845	-\$257,831	\$2,342,387	\$319,953	\$668.43	88.0%
Aug-23	3,143	\$2,662,841	\$1,815,167	\$934,642	\$243,001	\$0	\$2,992,811	-\$329,970	\$874.90	112.4%
Sep-23	3,153	\$2,672,202	\$1,475,546	\$906,689	\$243,771	\$0	\$2,626,006	\$46,195	\$755.55	98.3%
Oct-23	3,150	\$2,673,435	\$2,639,316	\$928,266	\$243,539	\$0	\$3,811,121	-\$1,137,686	\$1,132.57	142.6%
Nov-23	3,172	\$2,696,432	\$2,440,675	\$977,965	\$245,238	\$0	\$3,663,878	-\$967,447	\$1,077.76	135.9%
Dec-23	3,194	\$2,712,499	\$1,532,682	\$924,872	\$246,939	-\$42,631	\$2,661,861	\$50,637	\$756.08	98.1%
Jan-24	3,309	\$2,911,777	\$1,885,600	\$1,106,193	\$255,822	\$0	\$3,247,615	-\$335,838	\$904.14	111.5%
Feb-24	3,279	\$2,924,031	\$1,444,099	\$918,106	\$253,500	\$0	\$2,615,705	\$308,327	\$720.40	89.5%
Mar-24	3,286	\$2,947,554	\$1,547,943	\$991,136	\$254,045	\$0	\$2,793,124	\$154,429	\$772.70	94.8%
Apr-24	3,288	\$2,935,545	\$1,537,119	\$1,129,664	\$254,198	\$0	\$2,920,981	\$14,565	\$811.07	99.5%
May-24	3,287	\$2,935,759	\$1,944,011	\$1,215,227	\$254,120	\$0	\$3,413,358	-\$477,599	\$961.13	116.3%
Jun-24	3,266	\$2,908,678	\$1,548,066	\$1,132,962	\$252,495	\$0	\$2,933,523	-\$24,845	\$820.89	100.9%
2021	3,081	\$29,883,153	\$18,032,736	\$8,759,099	\$2,858,087	-\$138,916	\$29,511,005	\$372,148	\$720.93	98.8%
2022	3,005	\$28,880,476	\$19,808,096	\$10,586,905	\$2,787,987	\$0	\$33,182,989	-\$4,302,513	\$842.90	114.9%
2023	3,142	\$31,943,776	\$20,094,040	\$11,347,273	\$2,915,012	-\$307,341	\$34,048,984	-\$2,105,208	\$825.77	106.6%
2024 YTD	3,286	\$17,563,344	\$9,906,838	\$6,493,288	\$1,524,179	\$0	\$17,924,305	-\$360,961	\$831.86	102.1%
Current 12 Months	3,222	\$33,643,092	\$21,228,486	\$12,104,834	\$2,989,513	-\$300,462	\$36,022,370	-\$2,379,278	\$854.27	107.1%

Data Sources:





#### San Joaquin Valley Insurance Authority (SJVIA) Anthem Blue Cross Premium and Claims Report as of June 2024 All Districts Combined - HDHP

					CLAIMS EXPENSE		AVERAGE CLAIM	TOTAL EXPENSE		
MONTH-YEAR	ENROLLED	FUNDING / PREMIUM	MEDICAL	RX	FIXED	POOLED CLAIMS	TOTAL EXPENSE	SURPLUS / (DEFICIT)	COST PEPM	LOSS RATIO
Jul-22	715	\$532,992	\$194,772	\$103,447	\$54,721	\$0	. ,			66.2%
Aug-22	709	\$528,988	\$523,534	\$106,526	\$54,263	\$0	. ,	-\$155,334		
Sep-22	700	\$522,665	\$321,952	\$93,646	\$53,574	-\$92,931	\$376,242	\$146,423		
Oct-22	700	\$522,835	\$211,738	\$111,854	\$53,575	-\$1,087	\$376,081	\$146,754	\$460.72	71.9%
Nov-22	697	\$520,693	\$140,189	\$102,033	\$53,346	-\$834	\$294,734	\$225,959		56.6%
Dec-22	625	\$485,735	\$269,257	\$76,483	\$47,839	-\$12,566		\$104,722		78.4%
Jan-23	614	\$478,707	\$125,879	\$25,412	\$46,997	\$0	\$198,288	\$280,419		41.4%
Feb-23	609	\$475,593	\$190,977	\$38,013	\$46,613	\$0		\$199,990		57.9%
Mar-23	614	\$478,833	\$198,708	\$45,587	\$46,995	\$0	. ,	\$187,543		60.8%
Apr-23	607	\$477,586	\$100,732	\$57,449	\$46,461	\$0		\$272,944		42.8%
May-23	611	\$477,771	\$281,407	\$50,086	\$46,767	\$0	. ,			79.2%
Jun-23	620	\$487,148	\$335,186	\$56,862	\$47,455	-\$93,864	\$345,639	\$141,509	\$480.94	71.0%
Jul-23	623	\$492,481	\$198,560	\$66,910	\$47,686	-\$92,997	\$220,159	\$272,322	\$276.84	44.7%
Aug-23	628	\$495,550	\$384,275	\$55,820	\$48,069	\$467	\$488,631	\$6,919		98.6%
Sep-23	637	\$501,648	\$259,979	\$82,110	\$48,759	-\$20,519		\$131,319		73.8%
Oct-23	638	\$501,329	\$518,780	\$79,678	\$48,835	-\$3,273	\$644,019	-\$142,690		
Nov-23	648	\$509,504	\$192,869	\$81,684	\$49,599	-\$527	\$323,624	\$185,880	\$422.88	63.5%
Dec-23	645	\$509,655	\$265,295	\$82,554	\$49,370	-\$16,873	\$380,345	\$129,310		74.6%
Jan-24	591	\$492,404	\$239,403	\$62,504	\$45,242	\$0	\$347,149	\$145,255		70.5%
Feb-24	585	\$489,116	\$157,883	\$56,256	\$44,784	\$0		\$230,193		
Mar-24	584	\$589,102	\$188,912	\$56,143	\$44,708	\$0	\$289,763	\$299,340	\$419.61	49.2%
Apr-24	586	\$493,012	\$119,278	\$71,910	\$44,860	\$0	\$236,048	\$256,963	\$326.26	47.9%
May-24	584	\$491,179	-\$361,965	\$75,253	\$44,707	\$0	+ /	\$733,183		-49.3%
Jun-24	584	\$491,846	\$125,251	\$79,109	\$44,706	-\$309	\$248,756	\$243,090	\$349.40	50.6%
2021	755	\$6,987,963	\$2,893,921	\$946,668	\$693,637	\$0		\$2,453,737		64.9%
2022	702	\$6,310,841	\$3,185,280	\$1,028,334	\$644,574		\$4,750,770	\$1,560,070		
2023	625	\$5,885,808	\$3,052,648	\$722,163	\$573,606	-\$227,586	\$4,120,832	\$1,764,977	\$473.34	70.0%
2024 YTD	586	\$3,046,659	\$468,763	\$401,176	\$269,006	-\$309	\$1,138,635	\$1,908,024	\$247.48	37.4%
Current 12 Months	611	\$6,056,828	\$2,288,520	\$849,930	\$561,324	-\$134,031	\$3,565,742	\$2,491,085	\$409.71	58.9%

Data Sources:



#### San Joaquin Valley Insurance Authority (SJVIA) Anthem Blue Cross Premium and Claims Report as of June 2024 All Districts Combined - HDHP

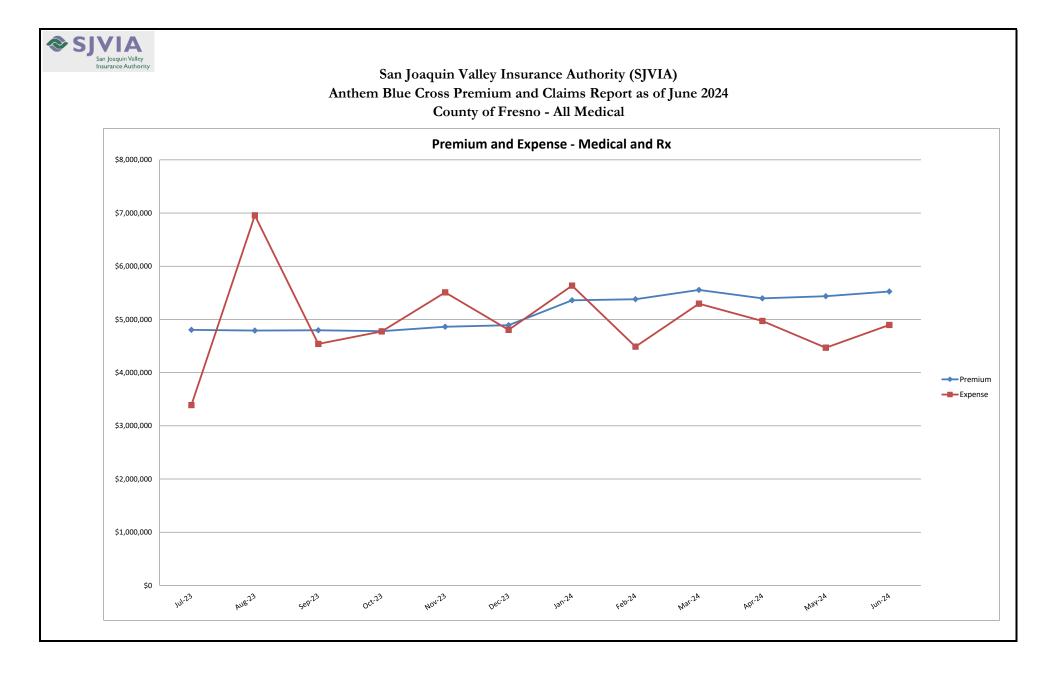




#### San Joaquin Valley Insurance Authority (SJVIA) Anthem Blue Cross Premium and Claims Report as of June 2024 County of Fresno - All Medical

				CL	AIMS EXPENSE				AVERAGE CLAIM	TOTAL EXPENSE
MONTH-YEAR	ENROLLED	FUNDING / PREMIUM	MEDICAL	RX	FIXED	POOLED CLAIMS	TOTAL EXPENSE	SURPLUS / (DEFICIT)	COST PEPM	LOSS RATIO
Jul-22	3,862	\$4,405,743	\$3,074,135	\$1,048,063	\$369,351	\$836	\$4,492,385	-\$86,643	\$1,067.59	102.0%
Aug-22	3,850	\$4,397,983	\$4,260,978	\$1,200,341	\$368,338	-\$37,678	\$5,791,978	-\$1,393,995	\$1,408.74	131.7%
Sep-22	3,870	\$4,407,803	\$3,092,098	\$1,128,522	\$370,608	-\$161,062	\$4,430,166	-\$22,364	\$1,048.98	100.5%
Oct-22	3,890	\$4,412,595	\$3,370,266	\$1,259,442	\$372,712	-\$1,087	\$5,001,333	-\$588,738	\$1,189.88	113.3%
Nov-22	3,882	\$4,404,337	\$3,005,604	\$1,351,656	\$371,956	-\$1,204	\$4,728,012	-\$323,675	\$1,122.12	107.3%
Dec-22	3,966	\$4,701,115	\$3,656,249	\$1,127,092	\$381,990	-\$91,208	\$5,074,124	-\$373,009	\$1,183.09	107.9%
Jan-23	3,951	\$4,690,217	\$2,972,511	\$1,179,047	\$380,867	-\$241,581	\$4,290,843	\$399,374	\$989.62	91.5%
Feb-23	3,974	\$4,705,473	\$2,219,643	\$1,136,960	\$383,224	-\$48,293	\$3,691,534	\$1,013,939	\$832.49	
Mar-23	4,225	\$4,753,642	\$2,338,050	\$1,246,283	\$408,206	-\$2,420	\$3,990,120	\$763,522	\$847.79	83.9%
Apr-23	4,035	\$4,750,946	\$2,107,843	\$1,212,686	\$389,300		\$3,710,620	\$1,040,326	\$823.13	
May-23	4,023	\$4,729,562	\$2,222,405	\$1,263,017	\$388,071	-\$108	\$3,873,384	\$856,178	\$866.35	81.9%
Jun-23	4,067	\$4,767,369	\$2,408,060	\$1,198,435	\$392,201	-\$25,720	\$3,972,976	\$794,393	\$880.45	83.3%
Jul-23	4,111	\$4,804,899	\$1,934,928	\$1,151,038	\$396,499	-\$92,997	\$3,389,468	\$1,415,430	\$728.04	70.5%
Aug-23	4,100	\$4,791,606	\$5,502,406	\$1,273,662	\$395,323	-\$214,900	\$6,956,491	-\$2,164,885	\$1,600.28	145.2%
Sep-23	4,113	\$4,796,149	\$2,978,834	\$1,186,711	\$396,341	-\$22,862	\$4,539,025	\$257,124	\$1,007.22	
Oct-23	4,114	\$4,779,725	\$3,029,355	\$1,352,996	\$396,418	-\$3,273	\$4,775,495	\$4,230	\$1,064.43	99.9%
Nov-23	4,194	\$4,863,360	\$3,860,884	\$1,243,728	\$404,114	-\$527	\$5,508,199	-\$644,839	\$1,217.00	113.3%
Dec-23	4,227	\$4,892,605	\$3,218,823	\$1,194,836	\$407,499	-\$16,873	\$4,804,285	\$88,319	\$1,040.17	98.2%
Jan-24	4,325	\$5,360,384	\$3,827,604	\$1,388,811	\$418,389	\$0	\$5,634,804	-\$274,420	\$1,206.11	105.1%
Feb-24	4,337	\$5,379,539	\$2,822,229	\$1,247,116	\$419,713		\$4,489,058	\$890,481	\$938.29	83.4%
Mar-24	4,336	\$5,554,888	\$3,496,340	\$1,379,785	\$419,732	\$0	\$5,295,857	\$259,031	\$1,124.57	95.3%
Apr-24	4,358	\$5,397,120	\$3,178,707	\$1,409,236	\$421,821	-\$39,242	\$4,970,522	\$426,598	\$1,043.76	92.1%
May-24	4,380	\$5,437,776	\$2,535,346	\$1,524,404	\$424,054	-\$16,279	\$4,467,524	\$970,252	\$923.17	82.2%
Jun-24	4,467	\$5,525,316	\$3,023,813	\$1,520,862	\$432,740	-\$81,261	\$4,896,153	\$629,163	\$999.20	88.6%
2021	3,885	\$52,942,454	\$36,794,855	\$12,942,844	\$4,439,690		\$53,987,658	-\$1,045,204	\$1,062.85	102.0%
2022	3,881	\$53,360,107	\$39,691,440	\$13,632,245	\$4,459,020	-\$1,191,949	\$56,590,757	-\$3,230,650	\$1,119.50	106.1%
2023	4,095	\$57,325,553	\$34,793,740	\$14,639,399	\$4,738,064	-\$668,762	\$53,502,441	\$3,823,112	\$992.48	93.3%
2024 YTD	4,367	\$32,655,024	\$18,884,039	\$8,470,213	\$2,536,449	-\$136,783	\$29,753,918	\$2,901,105	\$1,038.72	91.1%
Current 12 Months	4,255	\$61,583,367	\$39,409,268	\$15,873,185	\$4,932,644	-\$488,215	\$59,726,882	\$1,856,485	\$1,073.09	97.0%

Data Sources:

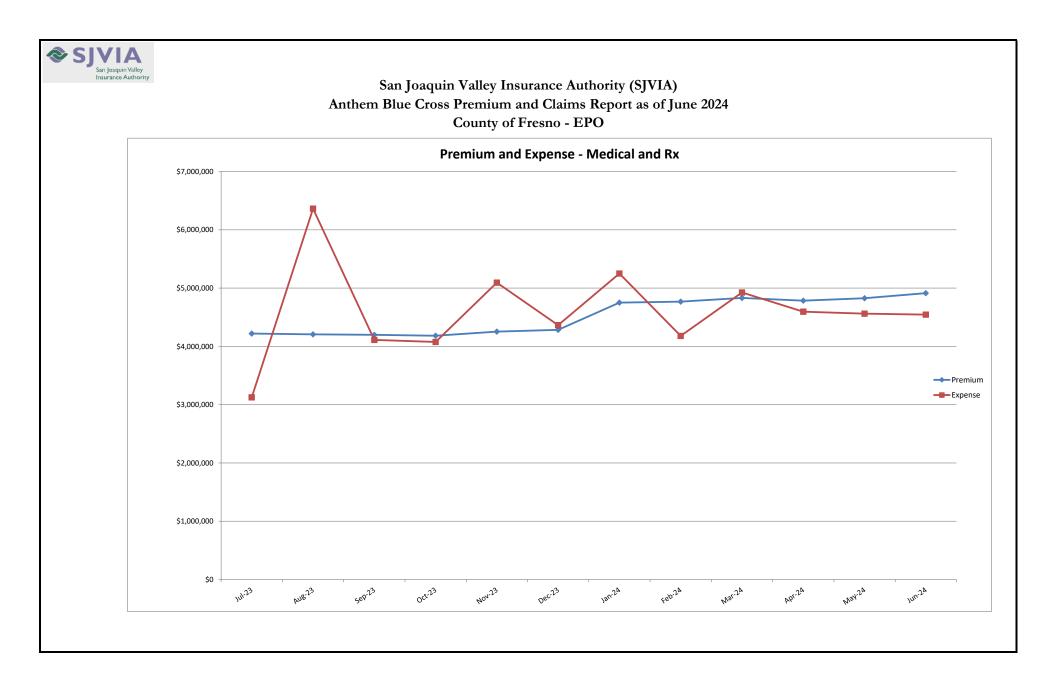




#### San Joaquin Valley Insurance Authority (SJVIA) Anthem Blue Cross Premium and Claims Report as of June 2024 County of Fresno - EPO

					CLAIMS EXPENSE				AVERAGE CLAIM	TOTAL EXPENSE
MONTH-YEAR	ENROLLED	FUNDING / PREMIUM	MEDICAL	RX	FIXED	POOLED CLAIMS	TOTAL EXPENSE	SURPLUS / (DEFICIT)	COST PEPM	LOSS RATIO
Jul-22	3,094	\$3,775,558	\$2,815,273	\$922,057	\$310,607	\$836	\$4,048,772	-\$273,214	\$1,208.20	107.2%
Aug-22	3,090	\$3,774,880	\$3,685,776	\$1,079,441	\$310,205			-\$1,262,863	\$1,529.95	
Sep-22	3,121	\$3,793,032	\$2,715,544	\$1,015,831	\$313,317	-\$68,131	\$3,976,560	-\$183,529	\$1,173.74	104.8%
Oct-22	3,145	\$3,804,887	\$3,102,258	\$1,123,379	\$315,727	\$0	. , ,	-\$736,477	\$1,343.60	
Nov-22	3,139	\$3,796,401	\$2,751,816	\$1,235,054	\$315,124	-\$370		-\$505,224	\$1,269.99	
Dec-22	3,290	\$4,121,768	\$3,355,740	\$1,032,959	\$330,283	-\$78,642	. , ,	-\$518,571	\$1,310.05	
Jan-23	3,291	\$4,125,856	\$2,842,989	\$1,120,346	\$330,383	-\$241,581	\$4,052,137	\$73,719	\$1,130.89	98.2%
Feb-23	3,316	\$4,141,809	\$2,181,993	\$1,062,124	\$332,893	-\$48,293		\$613,091	\$963.76	
Mar-23	3,558	\$4,181,933	\$2,091,900	\$1,168,999	\$357,188	-\$2,420		\$566,266		
Apr-23	3,375	\$4,179,891	\$1,962,472	\$1,126,353	\$338,816			\$751,458		
May-23	3,362	\$4,165,140	\$1,923,187	\$1,165,456	\$337,511	-\$108	\$3,426,047	\$739,094	\$918.66	
Jun-23	3,394	\$4,190,024	\$2,072,292	\$1,107,827	\$340,724	\$68,144	\$3,588,987	\$601,037	\$957.06	85.7%
Jul-23	3,433	\$4,220,894	\$1,725,357	\$1,056,453	\$344,639	\$0	\$3,126,449	\$1,094,446	\$810.31	74.1%
Aug-23	3,419	\$4,206,198	\$5,048,775	\$1,186,431	\$343,233	-\$215,367	\$6,363,073	-\$2,156,875	\$1,760.70	
Sep-23	3,420	\$4,198,777	\$2,694,919	\$1,074,765	\$343,334	-\$2,343	\$4,110,675	\$88,102	\$1,101.56	97.9%
Oct-23	3,420	\$4,182,759	\$2,491,423	\$1,240,903	\$343,334	\$0	\$4,075,660	\$107,098	\$1,091.32	97.4%
Nov-23	3,486	\$4,254,006	\$3,612,935	\$1,131,860	\$349,960	\$0	\$5,094,754	-\$840,748	\$1,361.10	119.8%
Dec-23	3,522	\$4,283,144	\$2,930,943	\$1,079,945	\$353,574	\$0		-\$81,317	\$1,138.81	101.9%
Jan-24	3,664	\$4,751,459	\$3,590,446	\$1,291,924	\$367,829	\$0	\$5,250,199	-\$498,740	\$1,332.52	110.5%
Feb-24	3,681	\$4,768,686	\$2,651,372	\$1,158,956	\$369,536	\$0	\$4,179,863	\$588,823	\$1,035.13	87.7%
Mar-24	3,685	\$4,832,293	\$3,270,049	\$1,285,041	\$369,937	\$0	\$4,925,027	-\$92,735	\$1,236.12	101.9%
Apr-24	3,702	\$4,785,434	\$2,981,403	\$1,282,316	\$371,644	-\$39,242	\$4,596,121	\$189,314	\$1,141.13	96.0%
May-24	3,725	\$4,826,194	\$2,814,240	\$1,389,322	\$373,953	-\$16,279	\$4,561,235	\$264,959	\$1,124.10	94.5%
Jun-24	3,810	\$4,913,503	\$2,855,216	\$1,387,774	\$382,486	-\$80,952	\$4,544,524	\$368,978	\$1,092.40	92.5%
2021	3,047	\$44,376,243	\$33,405,619	\$11,713,863	\$3,670,660	-\$189,731	\$48,600,411	-\$4,224,167	\$1,228.80	109.5%
2022	3,128	\$45,908,995	\$35,461,406	\$12,379,625	\$3,768,239	-\$1,084,532	\$50,524,738	-\$4,615,743	\$1,245.64	110.1%
2023	3,416	\$50,330,431	\$31,579,185	\$13,521,462	\$4,115,588	-\$441,176	\$48,775,059	\$1,555,372	\$1,089.36	96.9%
2024 YTD	3,711	\$28,877,568	\$18,162,727	\$7,795,332	\$2,235,384	-\$136,473	\$28,056,970	\$820,599	\$1,159.63	97.2%
Current 12 Months	3,581	\$54,223,346	\$36,667,078	\$14,565,689	\$4,313,457	-\$354,183	\$55,192,041	-\$968,695	\$1,184.13	101.8%

Data Sources:

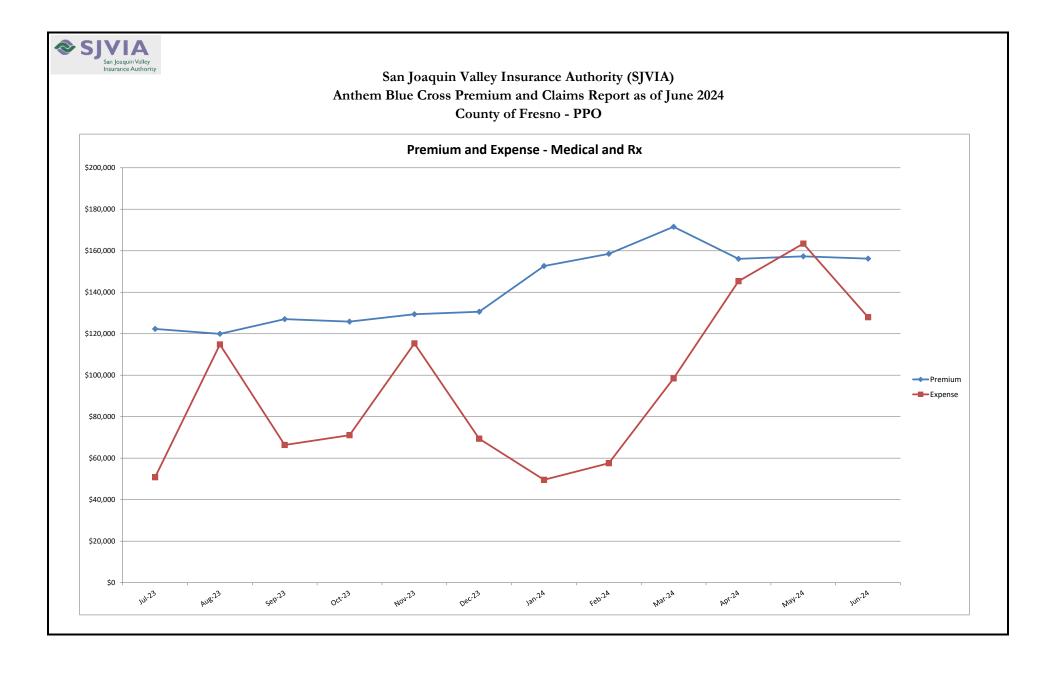




#### San Joaquin Valley Insurance Authority (SJVIA) Anthem Blue Cross Premium and Claims Report as of June 2024 County of Fresno - PPO

					CLAIMS EXPENSE				AVERAGE CLAIM	TOTAL EXPENSE
MONTH-YEAR	ENROLLED	FUNDING / PREMIUM	MEDICAL	RX	FIXED	POOLED CLAIMS	TOTAL EXPENSE	SURPLUS / (DEFICIT)	COST PEPM	LOSS RATIO
Jul-22	89	\$122,429	\$75,391	\$24,197	\$6,808	\$0	\$106,396	\$16,033	. ,	86.9%
Aug-22	88	\$121,115	\$74,926	\$37,604	\$6,731	\$0	\$119,260	\$1,855		98.5%
Sep-22	86	\$119,106	\$60,223	\$22,775	\$6,578	\$0	\$89,576	\$29,530		75.2%
Oct-22	83	\$113,030	\$60,666	\$25,087	\$6,349	\$0	\$92,101	\$20,928		81.5%
Nov-22	84	\$115,401	\$122,634	\$35,138	\$6,425	\$0	\$164,197	-\$48,796		142.3%
Dec-22	89	\$121,769	\$34,961	\$23,491	\$6,808	\$0	\$65,260	\$56,509	\$656.76	53.6%
Jan-23	84	\$114,612	\$22,274	\$33,386	\$6,425	\$0	\$62,085	\$52,528	\$662.61	54.2%
Feb-23	85	\$115,814	-\$152,914	\$37,785	\$6,502	\$0	-\$108,627	\$224,440		-93.8%
Mar-23	89	\$120,618	\$50,908	\$33,802	\$6,808	\$0	\$91,518	\$29,100		75.9%
Apr-23	90	\$121,820	\$45,785	\$30,721	\$6,884	\$0	\$83,389	\$38,430		68.5%
May-23	87	\$115,001	\$20,801	\$47,561	\$6,655	\$0	\$75,017	\$39,983	\$785.78	65.2%
Jun-23	90	\$119,791	\$22,145	\$33,851	\$6,884	\$0	\$62,880	\$56,911	\$622.18	52.5%
Jul-23	94	\$122,333	\$12,974	\$30,643	\$7,190	\$0	\$50,807	\$71,527	\$464.01	41.5%
Aug-23	92	\$119,931	\$75,933	\$31,834	\$7,037	\$0	\$114,804	\$5,126	\$1,171.38	95.7%
Sep-23	97	\$127,013	\$27,372	\$31,587	\$7,420	\$0	\$66,379	\$60,634	\$607.83	52.3%
Oct-23	96	\$125,812	\$30,990	\$32,753	\$7,343	\$0	\$71,086	\$54,726	\$663.99	56.5%
Nov-23	99	\$129,415	\$76,911	\$30,832	\$7,573	\$0	\$115,315	\$14,100	\$1,088.31	89.1%
Dec-23	100	\$130,616	\$28,185	\$33,515	\$7,649	\$0	\$69,349	\$61,268	\$617.00	53.1%
Jan-24	113	\$152,626	\$4,062	\$36,880	\$8,643	\$0	\$49,586	\$103,041	\$362.32	32.5%
Feb-24	115	\$158,480	\$15,033	\$33,746	\$8,796	\$0	\$57,576	\$100,904	\$424.17	36.3%
Mar-24	111	\$171,542	\$48,682	\$41,294	\$8,490	\$0	\$98,466	\$73,076	\$810.59	57.4%
Apr-24	113	\$156,084	\$81,043	\$55,617	\$8,643	\$0	\$145,303	\$10,782	\$1,209.37	93.1%
May-24	114	\$157,282	\$93,286	\$61,419	\$8,720	\$0	\$163,425	-\$6,143	\$1,357.07	103.9%
Jun-24	115	\$156,208	\$61,526	\$57,623	\$8,796	\$0	\$127,946	\$28,262	\$1,036.08	81.9%
2021	115	\$1,864,875	\$650,849	\$361,802	\$105,556	\$0	\$1,118,207	\$746,668	\$733.80	60.0%
2022	88	\$1,454,651	\$1,171,806	\$303,666	\$80,391	\$0	\$1,555,864	-\$101,213	\$1,403.87	107.0%
2023	92	\$1,462,776	\$261,364	\$408,270	\$84,368	\$0	\$754,002	\$708,773	\$607.10	51.5%
2024 YTD	114	\$952,223	\$303,632	\$286,579	\$52,090	\$0	\$642,301	\$309,921	\$866.68	67.5%
Current 12 Months	105	\$1,707,343	\$555,997	\$477,742	\$96,301	\$0	\$1,130,040	\$577,302	\$821.08	66.2%

#### Data Sources:





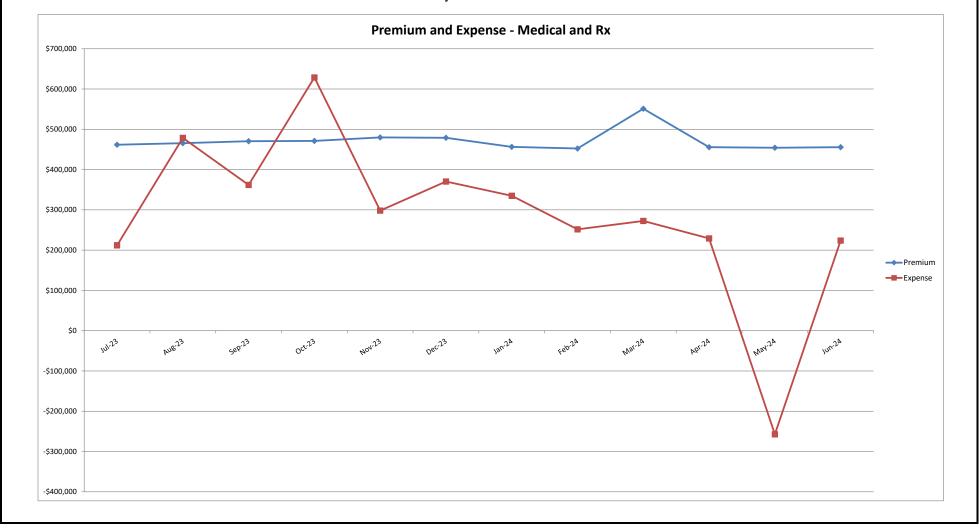
#### San Joaquin Valley Insurance Authority (SJVIA) Anthem Blue Cross Premium and Claims Report as of June 2024 County of Fresno - HDHP

	ENROLLED	FUNDING / PREMIUM	CLAIMS EXPENSE						AVERAGE CLAIM	TOTAL EXPENSE
MONTH-YEAR			MEDICAL	RX	FIXED	POOLED CLAIMS	TOTAL EXPENSE	SURPLUS / (DEFICIT)	COST PEPM	LOSS RATIO
Jul-22	679	\$507,756	\$183,471	\$101,809	\$51,937	\$0	\$337,217	\$170,539		
Aug-22	672	\$501,988	\$500,276	\$83,297	\$51,401	\$0	\$634,974	-\$132,986		126.5%
Sep-22	663	\$495,665	\$316,331	\$89,917	\$50,713		\$364,030	\$131,635	\$472.57	73.4%
Oct-22	662	\$494,678	\$207,342	\$110,976	\$50,636	-\$1,087	\$367,867	\$126,811	\$479.20	74.4%
Nov-22	659	\$492,536	\$131,153	\$81,464	\$50,407	-\$834	\$262,190	\$230,345	\$321.37	53.2%
Dec-22	587	\$457,577	\$265,549	\$70,642	\$44,900	· · · · ·	\$368,525	\$89,052	\$551.32	
Jan-23	576	\$449,749	\$107,248	\$25,315	\$44,058	\$0	\$176,621	\$273,128	\$230.14	39.3%
Feb-23	573	\$447,851	\$190,563	\$37,051	\$43,829	\$0	\$271,443	\$176,408	\$397.23	60.6%
Mar-23	578	\$451,091	\$195,241	\$43,483	\$44,211	\$0	\$282,935	\$168,156	\$413.02	62.7%
Apr-23	570	\$449,236	\$99,586	\$55,613	\$43,599		\$198,798	\$250,438	\$272.28	44.3%
May-23	574	\$449,421	\$278,416	\$49,999	\$43,905	\$0	\$372,320	\$77,101	\$572.15	82.8%
Jun-23	583	\$457,554	\$313,624	\$56,756	\$44,594	-\$93,864	\$321,109	\$136,445	\$474.30	70.2%
Jul-23	584	\$461,671	\$196,598	\$63,942	\$44,670	-\$92,997	\$212,213	\$249,458	\$286.89	46.0%
Aug-23	589	\$465,477	\$377,697	\$55,397	\$45,053	\$467	\$478,614	-\$13,137	\$736.10	102.8%
Sep-23	596	\$470,359	\$256,543	\$80,359	\$45,588	-\$20,519	\$361,972	\$108,388	\$530.85	77.0%
Oct-23	598	\$471,155	\$506,941	\$79,340	\$45,741	-\$3,273	\$628,749	-\$157,594	\$974.93	133.4%
Nov-23	609	\$479,938	\$171,038	\$81,036	\$46,582	-\$527	\$298,130	\$181,808	\$413.05	62.1%
Dec-23	605	\$478,844	\$259,695	\$81,377	\$46,276	-\$16,873	\$370,475	\$108,369	\$535.87	77.4%
Jan-24	548	\$456,299	\$233,096	\$60,007	\$41,917	\$0	\$335,020	\$121,279	\$534.86	73.4%
Feb-24	541	\$452,373	\$155,824	\$54,413	\$41,381	\$0	\$251,619	\$200,754	\$388.61	55.6%
Mar-24	540	\$551,053	\$177,609	\$53,450	\$41,305		\$272,363	\$278,690	\$427.89	49.4%
Apr-24	543	\$455,601	\$116,261	\$71,303	\$41,534	\$0	\$229,099	\$226,502	\$345.42	50.3%
May-24	541	\$454,300	-\$372,181	\$73,663	\$41,381	\$0	-\$257,137	\$711,437	-\$551.79	-56.6%
Jun-24	542	\$455,606	\$107,071	\$75,465	\$41,458	-\$309	\$223,683	\$231,922	\$336.21	49.1%
2021	723	\$6,701,335	\$2,738,386	\$867,179	\$663,474	\$0	\$4,269,040	\$2,432,295	\$415.68	63.7%
2022	665	\$5,996,461	\$3,058,228	\$948,954	\$610,390	-\$107,418	\$4,510,155	\$1,486,306	\$488.69	75.2%
2023	586	\$5,532,347	\$2,953,191	\$709,668	\$538,107	-\$227,586	\$3,973,380	\$1,558,967	\$488.31	71.8%
2024 YTD	543	\$2,825,233	\$417,680	\$388,302	\$248,975	-\$309	\$1,054,647	\$1,770,585	\$247.52	37.3%
Current 12 Months	570	\$5,652,678	\$2,186,193	\$829,754	\$522,886	-\$134,031	\$3,404,801	\$2,247,877	\$421.58	60.2%

Data Sources:



#### San Joaquin Valley Insurance Authority (SJVIA) Anthem Blue Cross Premium and Claims Report as of June 2024 County of Fresno - HDHP

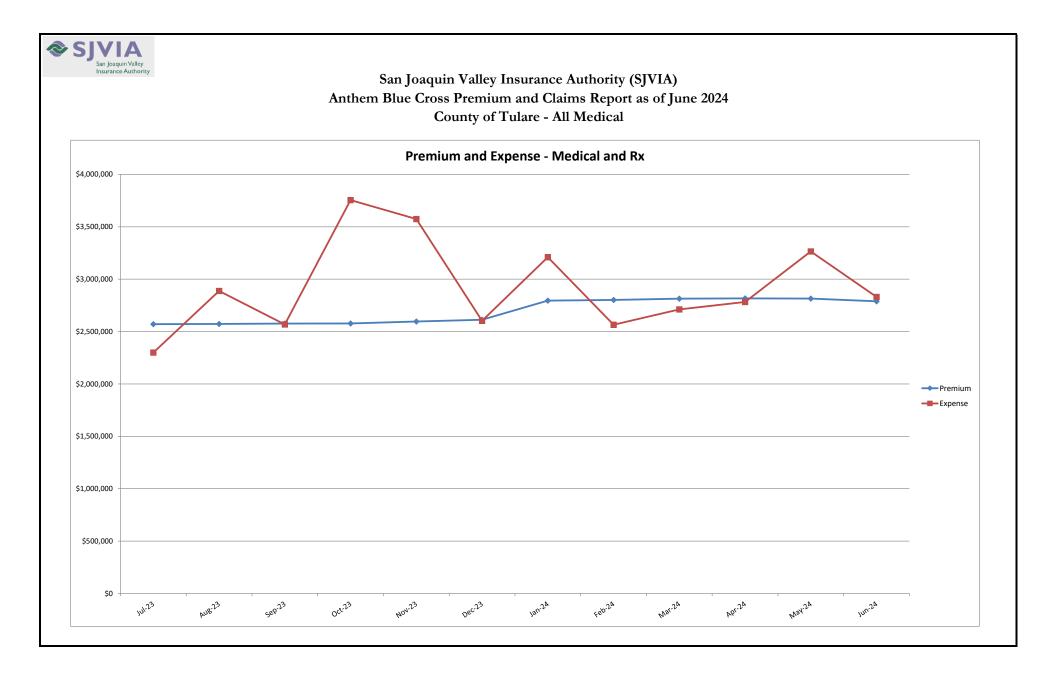




#### San Joaquin Valley Insurance Authority (SJVIA) Anthem Blue Cross Premium and Claims Report as of June 2024 County of Tulare - All Medical

			CLAIMS EXPENSE						AVERAGE CLAIM	TOTAL EXPENSE
MONTH-YEAR	ENROLLED	FUNDING / PREMIUM	MEDICAL	RX	FIXED	POOLED CLAIMS	TOTAL EXPENSE	SURPLUS / (DEFICIT)	COST PEPM	LOSS RATIO
Jul-22	2,957	\$2,323,050	\$1,531,380	\$759,166	\$228,694	\$0	\$2,519,240	-\$196,190	\$774.62	108.4%
Aug-22	2,989	\$2,355,914	\$2,153,106	\$942,610	\$231,169	\$0	\$3,326,885	-\$970,971	\$1,035.70	141.2%
Sep-22	3,001	\$2,364,929	\$1,255,373	\$938,297	\$232,097	\$0	\$2,425,767	-\$60,838	\$730.98	102.6%
Oct-22	3,010	\$2,376,972	\$1,620,009	\$958,505	\$232,793	\$0	\$2,811,307	-\$434,336	\$856.65	118.3%
Nov-22	3,008	\$2,374,106	\$1,998,236	\$926,131	\$232,639	\$0	\$3,157,006	-\$782,900	\$972.20	133.0%
Dec-22	3,044	\$2,403,636	\$1,841,309	\$883,887	\$235,423	\$0	\$2,960,619	-\$556,982	\$895	123.2%
Jan-23	3,073	\$2,546,658	\$1,261,821	\$931,216	\$237,666	\$0	\$2,430,703	\$115,956	\$714	95.4%
Feb-23	3,088	\$2,560,333	\$1,377,026	\$844,263	\$238,826	\$0	\$2,460,115	\$100,217	\$719.33	96.1%
Mar-23	3,082	\$2,564,064	\$2,108,526	\$1,023,488	\$238,362	\$0	\$3,370,376	-\$806,312	\$1,016.23	131.4%
Apr-23	3,070	\$2,555,192	\$1,512,227	\$868,421	\$237,434	-\$6,879	\$2,611,202	-\$56,010	\$773.21	102.2%
May-23	3,067	\$2,550,897	\$1,117,785	\$958,811	\$237,202	\$0	\$2,313,798	\$237,099	\$677.08	90.7%
Jun-23	3,066	\$2,549,968	\$1,434,220	\$897,615	\$237,124	\$0	\$2,568,959	-\$18,992	\$760.55	100.7%
Jul-23	3,086	\$2,570,817	\$1,407,249	\$911,437	\$238,671	-\$257,831	\$2,299,526	\$271,290	\$667.81	89.4%
Aug-23	3,090	\$2,572,983	\$1,745,812	\$903,231	\$238,981	\$0	\$2,888,024	-\$315,041	\$857.30	
Sep-23	3,097	\$2,576,478	\$1,451,610	\$876,853	\$239,522	\$0	\$2,567,985	\$8,493	\$751.84	99.7%
Oct-23	3,094	\$2,577,798	\$2,620,164	\$895,851	\$239,290	\$0	\$3,755,305	-\$1,177,507	\$1,136.40	145.7%
Nov-23	3,112	\$2,596,583	\$2,385,595	\$947,780	\$240,682	\$0	\$3,574,057	-\$977,475	\$1,071.14	137.6%
Dec-23	3,134	\$2,612,693	\$1,510,096	\$892,534	\$242,384	-\$42,631	\$2,602,383	\$10,311	\$753	99.6%
Jan-24	3,239	\$2,795,255	\$1,887,845	\$1,071,810	\$250,504	\$0	\$3,210,159	-\$414,903	\$914	114.8%
Feb-24	3,208	\$2,802,294	\$1,431,124	\$886,202	\$248,107	\$0	\$2,565,433	\$236,861	\$722.36	91.5%
Mar-24	3,219	\$2,814,061	\$1,510,565	\$952,536	\$248,957	\$0	\$2,712,058	\$102,003	\$765.18	
Apr-24	3,218	\$2,816,872	\$1,459,094	\$1,074,654	\$248,880	\$0	\$2,782,628	\$34,244	\$787.37	98.8%
May-24	3,216	\$2,815,355	\$1,860,941	\$1,155,398	\$248,725	\$0	\$3,265,065	-\$449,710	\$937.92	116.0%
Jun-24	3,193	\$2,788,710	\$1,504,720	\$1,078,983	\$246,947	\$0	\$2,830,650	-\$41,939	\$809.18	101.5%
2021	2,998	\$28,304,906	\$17,537,421	\$8,476,786	\$2,782,693	-\$138,916	\$28,657,985	-\$353,079	\$719.16	101.2%
2022	2,954	\$27,740,204	\$18,763,341	\$10,362,619	\$2,741,780	\$0	\$31,867,740	-\$4,127,536	\$821.58	114.9%
2023	3,088	\$30,834,462	\$19,932,133	\$10,951,499	\$2,866,143	-\$307,341	\$33,442,433	-\$2,607,971	\$825.07	108.5%
2024 YTD	3,216	\$16,832,548	\$9,654,289	\$6,219,582	\$1,492,121	\$0	\$17,365,991	-\$533,444	\$822.78	103.2%
Current 12 Months	3,159	\$32,339,899	\$20,774,816	\$11,647,267	\$2,931,650	-\$300,462	\$35,053,271	-\$2,713,372	\$847.40	108.4%

Data Sources:

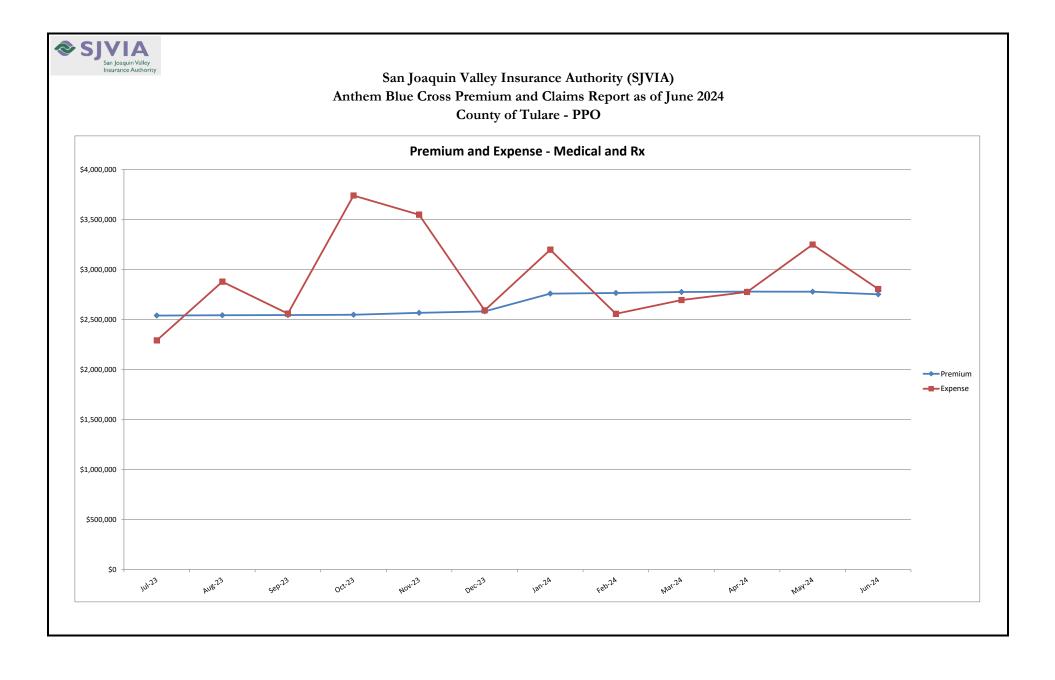




#### San Joaquin Valley Insurance Authority (SJVIA) Anthem Blue Cross Premium and Claims Report as of June 2024 County of Tulare - PPO

					CLAIMS EXPENSE					
MONTH-YEAR	ENROLLED	FUNDING / PREMIUM	MEDICAL	RX	FIXED	POOLED CLAIMS	TOTAL EXPENSE	SURPLUS / (DEFICIT)	AVERAGE CLAIM COST PEPM	TOTAL EXPENSE LOSS RATIO
Jul-22	2,921	\$2,297,813	\$1,520,080	\$757,528	\$225,910	\$0	\$2,503,518	-\$205,705	\$779.74	109.0%
Aug-22	2,952	\$2,328,913	\$2,129,848	\$919,381	\$228,308	\$0	\$3,277,537	-\$948,623	\$1,032.94	140.7%
Sep-22	2,964	\$2,337,929	\$1,249,752	\$934,567	\$229,236	\$0	\$2,413,555	-\$75,626	\$736.95	103.2%
Oct-22	2,972	\$2,348,815	\$1,615,613	\$957,627	\$229,854	\$0	\$2,803,094	-\$454,280	\$865.83	119.3%
Nov-22	2,970	\$2,345,949	\$1,989,200	\$905,563	\$229,700	\$0	\$3,124,463	-\$778,514	\$974.67	133.2%
Dec-22	3,006	\$2,375,479	\$1,837,600	\$878,047	\$232,484	\$0	\$2,948,131	-\$572,652	\$903.41	124.1%
Jan-23	3,035	\$2,517,700	\$1,243,190	\$931,119	\$234,727	\$0	\$2,409,036	\$108,664	\$716.41	95.7%
Feb-23	3,052	\$2,532,590	\$1,376,612	\$843,301	\$236,042	\$0	\$2,455,955	\$76,635	\$727.36	97.0%
Mar-23	3,046	\$2,536,322	\$2,105,059	\$1,021,384	\$235,578	\$0	\$3,362,020	-\$825,698	\$1,026.41	132.6%
Apr-23	3,033	\$2,526,842	\$1,511,081	\$866,584	\$234,572	-\$6,879	\$2,605,358	-\$78,517	\$781.66	103.1%
May-23	3,030	\$2,522,546	\$1,114,794	\$958,725	\$234,340	\$0	\$2,307,859	\$214,687	\$684.33	91.5%
Jun-23	3,029	\$2,520,373	\$1,412,657	\$897,509	\$234,263	\$0	\$2,544,429	-\$24,056	\$762.68	101.0%
Jul-23	3,047	\$2,540,007	\$1,405,287	\$908,469	\$235,655	-\$257,831	\$2,291,580	\$248,426	\$674.74	90.2%
Aug-23	3,051	\$2,542,910	\$1,739,234	\$902,808	\$235,964	\$0	\$2,878,007	-\$335,097	\$865.96	113.2%
Sep-23	3,056	\$2,545,189	\$1,448,174	\$875,103	\$236,351	\$0	\$2,559,628	-\$14,439	\$760.23	100.6%
Oct-23	3,054	\$2,547,624	\$2,608,326	\$895,513	\$236,196	\$0	\$3,740,035	-\$1,192,412	\$1,147.30	146.8%
Nov-23	3,073	\$2,567,016	\$2,363,764	\$947,133	\$237,666	\$0	\$3,548,563	-\$981,546	\$1,077.42	138.2%
Dec-23	3,094	\$2,581,882	\$1,504,497	\$891,357	\$239,290	-\$42,631	\$2,592,513	-\$10,630	\$760.58	100.4%
Jan-24	3,196	\$2,759,151	\$1,881,538	\$1,069,313	\$247,179	\$0	\$3,198,029	-\$438,878	\$923.29	115.9%
Feb-24	3,164	\$2,765,551	\$1,429,066	\$884,359	\$244,704	\$0	\$2,558,129	\$207,422	\$731.17	92.5%
Mar-24	3,175	\$2,776,012	\$1,499,261	\$949,843	\$245,555	\$0	\$2,694,658	\$81,354	\$771.37	97.1%
Apr-24	3,175	\$2,779,461	\$1,456,076	\$1,074,047	\$245,555	\$0	\$2,775,678	\$3,783	\$796.89	99.9%
May-24	3,173	\$2,778,477	\$1,850,725	\$1,153,808	\$245,400	\$0	\$3,249,933	-\$471,456	\$946.91	117.0%
Jun-24	3,151	\$2,752,470	\$1,486,540	\$1,075,339	\$243,698	\$0	\$2,805,577	-\$53,107	\$813.04	101.9%
2021	2,966	\$28,018,278	\$17,381,887	\$8,397,297	\$2,752,531	-\$138,916	\$28,392,798	-\$374,521	\$720.43	101.3%
2022	2,917	\$27,425,825	\$18,636,290	\$10,283,239	\$2,707,596	•	\$31,627,125	-\$4,201,300	\$826.06	115.3%
2023	3,050	\$30,481,001	\$19,832,676	\$10,939,004	\$2,830,644		\$33,294,982	-\$2,813,981	\$832.36	109.2%
2024 YTD	3,172	\$16,611,121	\$9,603,206	\$6,206,708	\$1,472,090	\$0	\$17,282,004	-\$670,883	\$830.61	104.0%
Current 12 Months	3,117	\$31,935,749	\$20,672,488	\$11,627,091	\$2,893,212	-\$300,462	\$34,892,329	-\$2,956,580	\$855.39	109.3%

#### Data Sources:



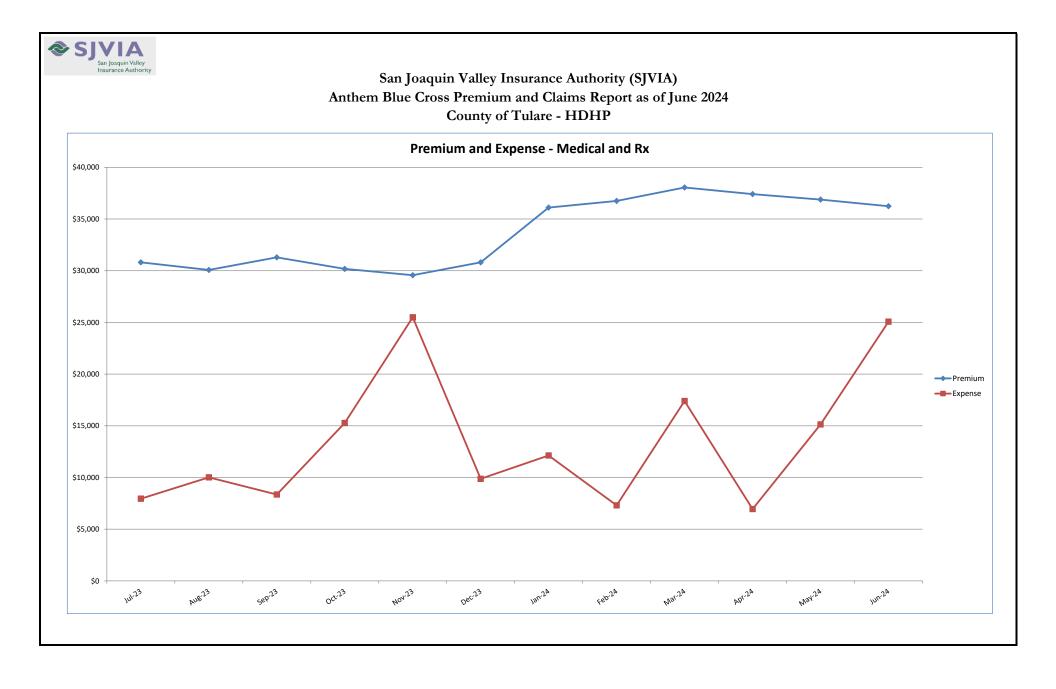


## San Joaquin Valley Insurance Authority (SJVIA) Anthem Blue Cross Premium and Claims Report as of June 2024 County of Tulare - HDHP

					CLAIMS EXPENSE				AVERAGE CLAIM	TOTAL EXPENSE	
MONTH-YEAR	ENROLLED	FUNDING / PREMIUM	MEDICAL	RX	FIXED	POOLED CLAIMS	TOTAL EXPENSE	SURPLUS / (DEFICIT)	COST PEPM	LOSS RATIO	
Jul-22	36	\$25,237	\$11,300	\$1,638	\$2,784	\$0		\$9,514			
Aug-22	37	\$27,000	\$23,258	\$23,229	\$2,862	\$0		-\$22,348		182.8%	
Sep-22	37	\$27,000	\$5,621	\$3,730	\$2,862	\$0		\$14,788			
Oct-22	38	\$28,157	\$4,396	\$878	\$2,939	\$0		\$19,944			
Nov-22	38	\$28,157	\$9,036	\$20,568	\$2,939	\$0		-\$4,386	\$779.06		
Dec-22	38	\$28,157	\$3,709	\$5,840	\$2,939	\$0	. ,	\$15,669			
Jan-23	38	\$28,958	\$18,631	\$97	\$2,939	\$0		\$7,291			
Feb-23	36	\$27,743	\$414	\$962	\$2,784	\$0		\$23,582			
Mar-23	36	\$27,743	\$3,467	\$2,104	\$2,784	\$0		\$19,387	\$154.77		
Apr-23	37	\$28,350	\$1,146	\$1,837	\$2,862	\$0		\$22,506		20.6%	
May-23	37	\$28,350	\$2,991	\$86	\$2,862			\$22,411			
Jun-23	37	\$29,594	\$21,563	\$106	\$2,862	\$0	\$24,530	\$5,064	\$585.64	82.9%	
Jul-23	39	\$30,810	\$1,962	\$2,968	\$3,016			\$22,864		25.8%	
Aug-23	39	\$30,073	\$6,578	\$423	\$3,016	\$0	\$10,017	\$20,056	\$179.51	33.3%	
Sep-23	41	\$31,289	\$3,436	\$1,750	\$3,171	\$0		\$22,932			
Oct-23	40	\$30,174	\$11,839	\$338	\$3,094	\$0		\$14,904			
Nov-23	39	\$29,566	\$21,831	\$648	\$3,016			\$4,072	\$576.36	86.2%	
Dec-23	40	\$30,811	\$5,599	\$1,177	\$3,094	\$0		\$20,941	\$169.41	32.0%	
Jan-24	43	\$36,105	\$6,307	\$2,497	\$3,326	\$0	\$12,129	\$23,975	\$204.74	33.6%	
Feb-24	44	\$36,743	\$2,059	\$1,842	\$3,403	\$0		\$29,439			
Mar-24	44	\$38,049	\$11,304	\$2,693	\$3,403	\$0	\$17,400	\$20,649	\$318.11	45.7%	
Apr-24	43	\$37,411	\$3,017	\$607	\$3,326	\$0	\$6,950	\$30,461	\$84.28	18.6%	
May-24	43	\$36,879	\$10,216	\$1,590	\$3,326	\$0	\$15,132	\$21,747	\$274.57	41.0%	
Jun-24	42	\$36,240	\$18,180	\$3,644	\$3,248	\$0	\$25,073	\$11,168	\$519.63	69.2%	
2021	33	\$286,628	\$155,535	\$79,489	\$30,163		+,	\$21,442	\$602.62	92.5%	
2022	37	\$314,379	\$127,051	\$79,380	\$34,184	\$0	\$240,616	\$73,764	\$467.04	76.5%	
2023	38	\$353,462	\$99,457	\$12,495	\$35,499	\$0		\$206,010	\$243.90	41.7%	
2024 YTD	43	\$221,427	\$51,083	\$12,874	\$20,031	\$0	\$83,988	\$137,439	\$246.94	37.9%	
Current 12 Months	41	\$404,150	\$102,328	\$20,176	\$38,438	\$0	\$160,942	\$243,208	\$246.49	39.8%	

Data Sources:

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





## San Joaquin Valley Insurance Authority (SJVIA) Delta Dental Premium and Claims Report as of June 2024 County of Fresno and County of Tulare

MONTH-YEAR	ENROLLED	FUNDING/ PREMIUM	PAID CLAIMS	DELTA ADMIN	TOTAL EXPENSE	SURPLUS / (DEFICIT)	TOTAL EXPENSE LOSS RATIO
Jul-22	7,232	\$396,018	\$260,768	\$27,988	\$288,756	\$107,262	72.91%
Aug-22	7,248	\$396,999	\$292,444	\$28,050	\$320,494	\$76,505	80.73%
Sep-22	7,270	\$397,815	\$346,657	\$28,135	\$374,792	\$23,023	94.21%
Oct-22	7,281	\$397,925	\$287,346	\$28,177	\$315,523	\$82,402	79.29%
Nov-22	7,270	\$397,831	\$281,353	\$28,135	\$309,488		77.79%
Dec-22	7,423	\$407,470	\$317,107	\$28,727	\$345,834		84.87%
Jan-23	7,459	\$409,403	\$285,958	\$28,866	\$314,824	\$94,579	76.90%
Feb-23	7,503	\$392,579	\$332,646	\$29,037	\$361,682		
Mar-23	7,532	\$414,177	\$394,962	\$29,149	\$424,111	-\$9,934	
Apr-23	7,549	\$415,062	\$327,314	\$29,215	\$356,529	\$58,533	
May-23	7,541	\$414,435	\$325,434	\$29,184	\$354,617	\$59,818	85.57%
Jun-23	7,572	\$416,059	\$374,634	\$29,304	\$403,937		
Jul-23	7,614	\$418,389	\$277,575	\$29,466	\$307,041	\$111,348	
Aug-23	7,605	\$417,760	\$409,420	\$29,431	\$438,852		
Sep-23	7,611	\$417,911	\$284,580	\$29,455	\$314,034		75.14%
Oct-23	7,590	\$416,533	\$334,211	\$29,373			
Nov-23	7,684	\$422,253	\$369,419	\$29,737	\$399,156		94.53%
Dec-23	7,729	\$424,463	\$286,564	\$29,911	\$316,475		74.56%
Jan-24	7,980	\$454,861	\$294,721	\$35,112	\$329,833		72.51%
Feb-24	7,984	\$454,898	\$441,363	\$35,130	\$476,493		
Mar-24	7,960	\$499,820	\$386,822	\$35,024	\$421,846		
Apr-24	7,976	\$455,568	\$363,852	\$35,094	\$398,947	\$56,621	87.57%
May-24	7,998	\$457,534	\$466,839	\$35,191	\$502,030		109.73%
Jun-24	8,044	\$460,869	\$384,765	\$35,394	\$420,159		
2021	7,295	\$4,771,036	\$3,966,248	\$338,780	\$4,305,028	\$466,008	90.23%
2022	7,276	\$4,781,517	\$3,782,588	\$337,901	\$4,120,490	\$661,028	86.18%
2023	7,582	\$4,979,025	\$4,002,716	\$352,127	\$4,354,844	\$624,181	87.46%
2024 YTD	7,990	\$2,783,550	\$2,338,362	\$210,945	\$2,549,307	\$234,243	91.58%
Current 12 Months	7,815	\$5,300,860	\$4,300,132	\$388,319	\$4,688,450	\$612,410	88.45%

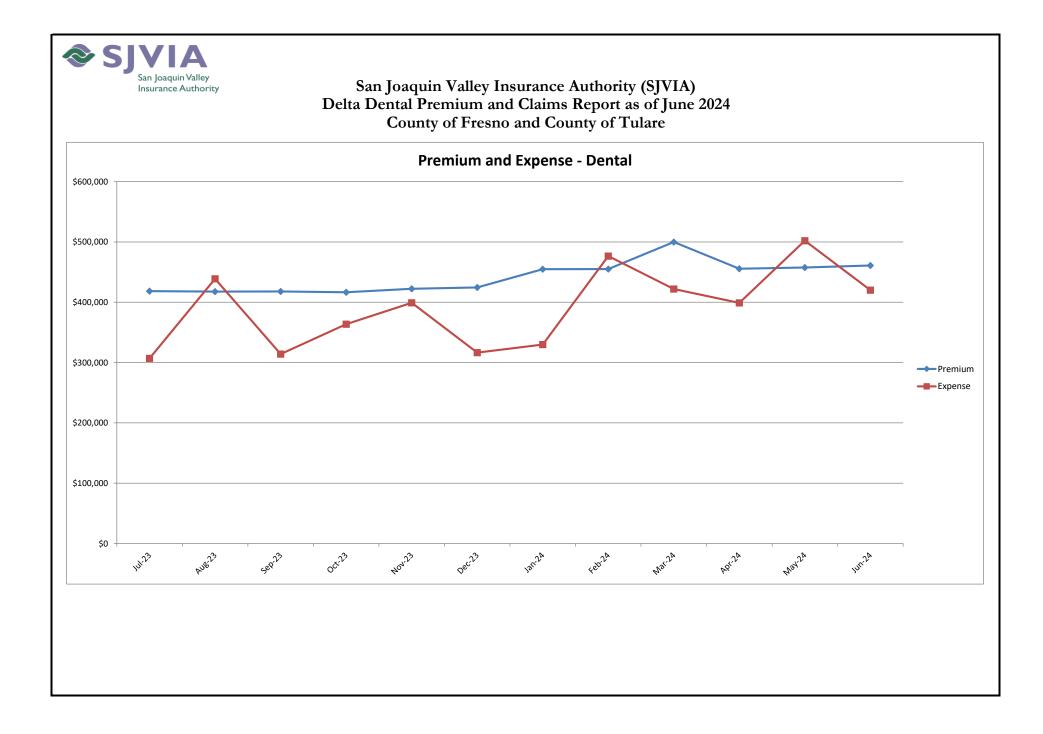
#### Data Sources: Delta Dental Financial Report Package, MyWorkplace

Note:

1. The above figures include all the divisions under the County of Fresno and County of Tulare.

2. The number of primary enrollees may change to include retroactive additions and/or deletions in eligibility.

3. Delta Admin Fee: Effective 1/1/2024 through 12/31/2024 the Dental PPO ASO fee is \$4.40





## San Joaquin Valley Insurance Authority (SJVIA) Delta Dental Premium and Claims Report as of June 2024 County of Fresno

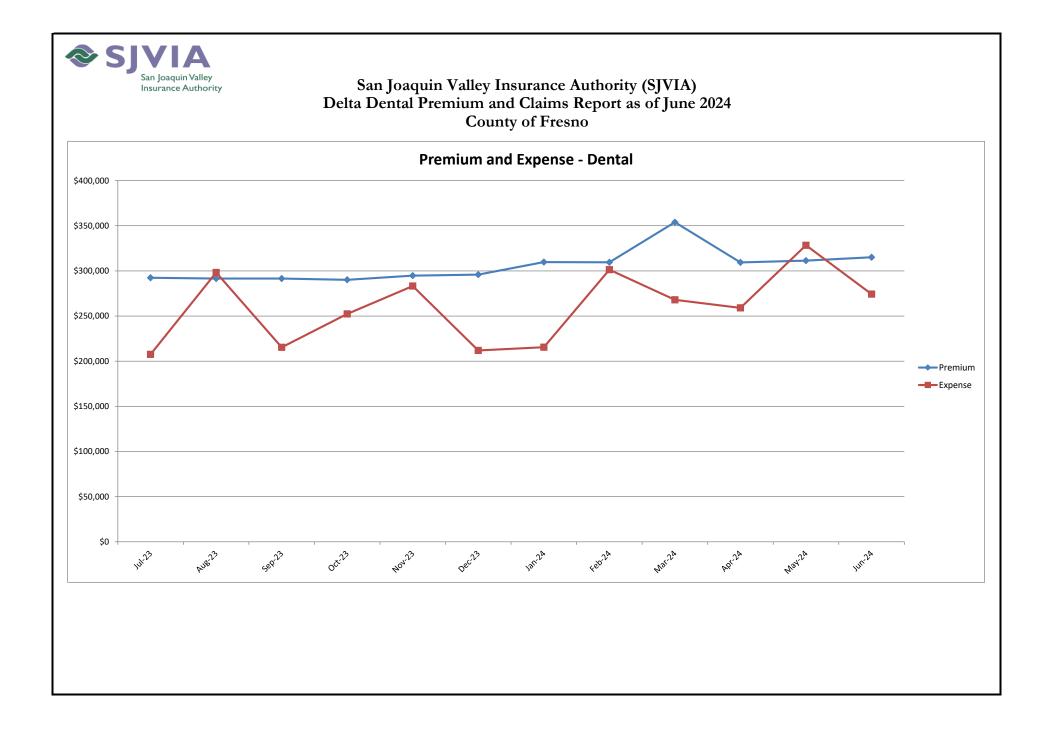
MONTH-YEAR	ENROLLED	FUNDING/ PREMIUM	PAID CLAIMS	DELTA ADMIN	TOTAL EXPENSE	SURPLUS / (DEFICIT)	TOTAL EXPENSE LOSS RATIO
Jul-22	4,603	\$277,581	\$193,741	\$17,814	\$211,555	\$66,026	76.21%
Aug-22	4,601	\$277,653	\$206,848	\$17,806	\$224,654	\$52,999	80.91%
Sep-22	4,612	\$278,055	\$245,891	\$17,848	\$263,739	\$14,316	94.85%
Oct-22	4,615	\$277,537	\$190,459	\$17,860	\$208,320		
Nov-22	4,612	\$277,816	\$192,713	\$17,848	\$210,562	\$67,254	75.79%
Dec-22	4,734	\$286,089	\$224,117	\$18,321	\$242,438	\$43,651	84.74%
Jan-23	4,718	\$285,189	\$202,249	\$18,259	\$220,508		77.32%
Feb-23	4,746	\$267,461	\$221,324	\$18,367	\$239,691	\$27,770	
Mar-23	4,786	\$289,084	\$265,604	\$18,522	\$284,126		
Apr-23	4,801	\$289,801	\$233,464	\$18,580	\$252,044		
May-23	4,794	\$289,355	\$222,295	\$18,553	\$240,848		83.24%
Jun-23	4,826	\$291,083	\$271,392	\$18,677	\$290,068		
Jul-23	4,851	\$292,446	\$188,823	\$18,773	\$207,597	\$84,850	
Aug-23	4,834	\$291,573	\$279,538	\$18,708	\$298,246		
Sep-23	4,834	\$291,489	\$196,615	\$18,708	\$215,323		
Oct-23	4,819	\$290,112	\$233,684	\$18,650	\$252,333		
Nov-23	4,893	\$294,711	\$264,271	\$18,936	\$283,207	\$11,504	
Dec-23	4,914	\$295,849	\$192,877	\$19,017	\$211,895		71.62%
Jan-24	5,095	\$309,716	\$193,048	\$22,418	\$215,466		
Feb-24	5,091	\$309,496	\$278,882	\$22,400	\$301,283		
Mar-24	5,062	\$353,918	\$245,645	\$22,273	\$267,918		75.70%
Apr-24	5,077	\$309,394	\$236,683	\$22,339	\$259,022	\$50,371	83.72%
May-24	5,100	\$311,408	\$305,964	\$22,440	\$328,404		
Jun-24	5,158	\$315,027	\$251,584	\$22,695	\$274,279	,	
2021	4,680	\$3,413,756	\$2,800,017	\$217,324	\$3,017,340		
2022	4,628	\$3,350,615	\$2,638,106	\$214,928	\$2,853,034	\$497,581	85.15%
2023	4,818	\$3,468,153	\$2,772,137	\$223,748	\$2,995,885	\$472,269	86.38%
2024 YTD	5,097	\$1,908,959	\$1,511,806	\$134,565	\$1,646,371	\$262,588	86.24%
Current 12 Months	4,977	\$3,665,139	\$2,867,615	\$247,356	\$3,114,971	\$550,168	84.99%

#### Data Sources: Delta Dental Financial Report Package, MyWorkplace

Note:

1. The number of primary enrollees may change to include retroactive additions and/or deletions in eligibility.

2. Delta Admin Fee: Effective 1/1/2024 through 12/31/2024 the Dental PPO ASO fee is \$4.40





## San Joaquin Valley Insurance Authority (SJVIA) Delta Dental Premium and Claims Report as of June 2024 County of Tulare

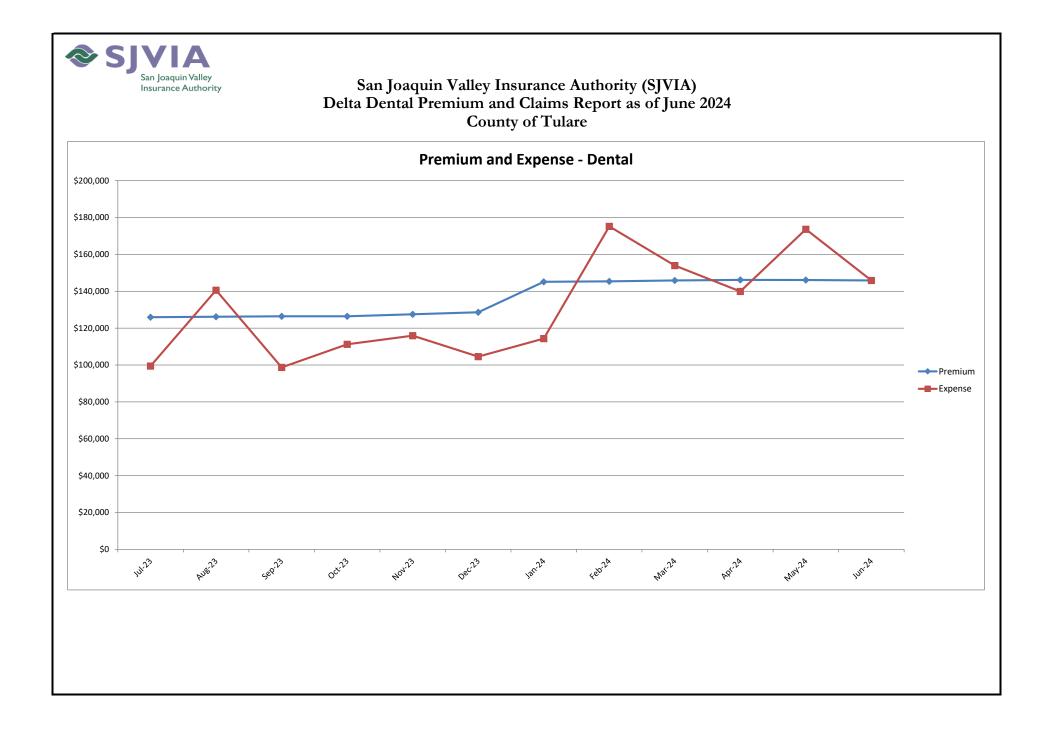
MONTH-YEAR	ENROLLED	FUNDING/ PREMIUM	PAID CLAIMS	DELTA ADMIN	TOTAL EXPENSE	SURPLUS / (DEFICIT)	TOTAL EXPENSE LOSS RATIO
Jul-22	2,629	\$118,437	\$67,027	\$10,174	\$77,201	\$41,236	65.18%
Aug-22	2,647	\$119,346	\$85,596	\$10,244	\$95,840	\$23,506	80.30%
Sep-22	2,658	\$119,759	\$100,766	\$10,286	\$111,052	\$8,707	92.73%
Oct-22	2,666	\$120,388	\$96,887	\$10,317	\$107,204	\$13,184	89.05%
Nov-22	2,658	\$120,015	\$88,640	\$10,286	\$98,926	\$21,089	82.43%
Dec-22	2,689	\$121,381	\$92,990	\$10,406	\$103,396		
Jan-23	2,741	\$124,214	\$83,709	\$10,608	\$94,316	\$29,898	75.93%
Feb-23	2,757	\$125,118	\$111,322	\$10,670	\$121,991	\$3,126	
Mar-23	2,746	\$125,092	\$129,358	\$10,627	\$139,985		
Apr-23	2,748	\$125,261	\$93,850	\$10,635	\$104,485		
May-23	2,747	\$125,080	\$103,138	\$10,631	\$113,769		90.96%
Jun-23	2,746	\$124,976	\$103,242	\$10,627	\$113,869		91.11%
Jul-23	2,763	\$125,943	\$88,752	\$10,693	\$99,445		
Aug-23	2,771	\$126,187	\$129,882	\$10,724	\$140,606		
Sep-23	2,777	\$126,422	\$87,964	\$10,747	\$98,711	\$27,711	78.08%
Oct-23	2,771	\$126,422	\$100,528	\$10,724	\$111,252		
Nov-23	2,791	\$127,543	\$105,148	\$10,801	\$115,949		
Dec-23	2,815	\$128,614	\$93,687	\$10,894	\$104,581	\$24,034	81.31%
Jan-24	2,885	\$145,145	\$101,672	\$12,694	\$114,366		
Feb-24	2,893	\$145,402	\$162,481	\$12,729	\$175,210		
Mar-24	2,898	\$145,902	\$141,177	\$12,751	\$153,928	-\$8,026	
Apr-24	2,899	\$146,175	\$127,169	\$12,756	\$139,925	\$6,250	
May-24	2,898	\$146,126	\$160,876	\$12,751	\$173,627	-\$27,501	118.82%
Jun-24	2,886	\$145,842	\$133,181	\$12,698	\$145,880		
2021	2,615	\$1,357,280	\$1,166,232	\$121,456	\$1,287,688	\$69,593	94.87%
2022	2,648	\$1,430,902	\$1,144,483	\$122,973	\$1,267,456	\$163,447	88.58%
2023	2,764	\$1,510,871	\$1,230,580	\$128,380	\$1,358,959	\$151,912	89.95%
2024 YTD	2,893	\$874,591	\$826,556	\$76,380	\$902,936	-\$28,344	103.24%
Current 12 Months	2,837	\$1,635,722	\$1,432,517	\$140,962	\$1,573,479	\$62,242	96.19%

#### Data Sources: Delta Dental Financial Report Package, MyWorkplace

Note:

1. The number of primary enrollees may change to include retroactive additions and/or deletions in eligibility.

2. Delta Admin Fee: Effective 1/1/2024 through 12/31/2024 the Dental PPO ASO fee is \$4.40





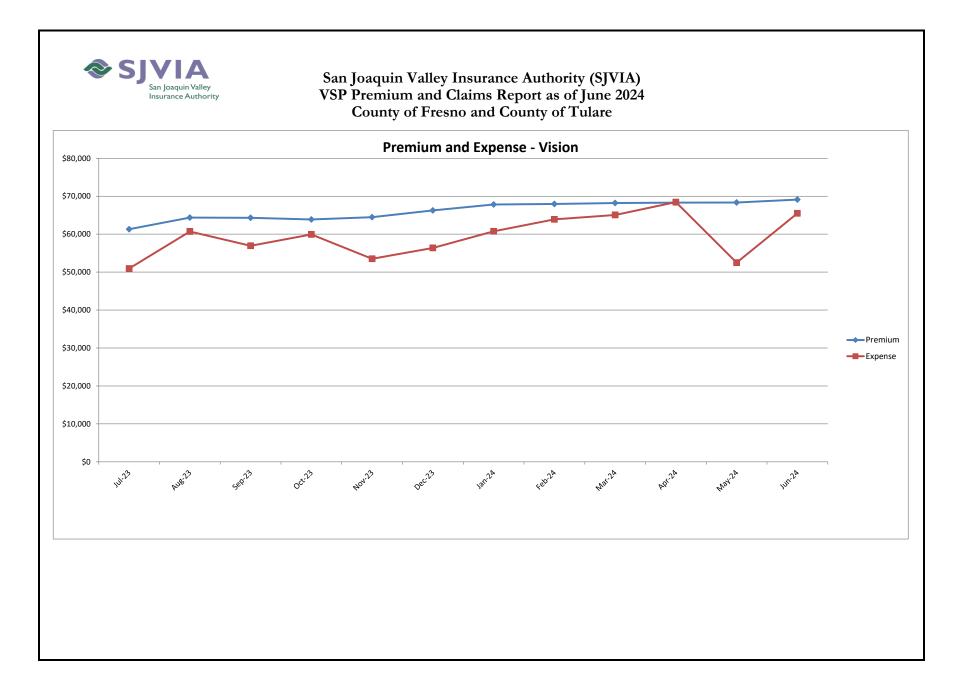
## San Joaquin Valley Insurance Authority (SJVIA) VSP Premium and Claims Report as of June 2024 County of Fresno and County of Tulare

MONTH-YEAR	ENROLLED	FUNDING/ PREMIUM	PAID CLAIMS	VSP ADMIN	TOTAL EXPENSE	SURPLUS / (DEFICIT)	TOTAL EXPENSE LOSS RATIO
Jul-22	7,103	\$61,323	\$42,981	\$7,972	\$50,953		83.09%
Aug-22	7,103	\$61,373	\$51,874	\$7,979	\$59,853	\$1,520	97.52%
Sep-22	7,111	\$61,420	\$42,926	\$7,985	\$50,911	\$10,509	82.89%
Oct-22	7,116	\$61,407	\$44,493	\$7,983	\$52,476		85.46%
Nov-22	7,162	\$61,862	\$44,617	\$8,042	\$52,659	\$9,203	85.12%
Dec-22	7,224	\$62,402	\$43,471	\$8,112	\$51,583		
Jan-23	7,314	\$63,156	\$49,414	\$8,210	\$57,624		91.24%
Feb-23	7,277	\$62,850	\$47,869	\$8,170	\$56,040	\$6,810	89.16%
Mar-23	7,366	\$63,531	\$53,620	\$8,259	\$61,879	\$1,652	
Apr-23	7,335	\$63,387	\$48,334	\$8,240	\$56,574		
May-23	7,380	\$63,677	\$50,556	\$8,278	\$58,834		
Jun-23	7,373	\$63,584	\$47,809	\$8,266	\$56,075	\$7,509	88.19%
Jul-23	7,099	\$61,312	\$42,981	\$7,971	\$50,951	\$10,361	83.10%
Aug-23	7,470	\$64,375	\$52,317	\$8,369	\$60,685	\$3,689	94.27%
Sep-23	7,471	\$64,314	\$48,572	\$8,361	\$56,933	\$7,381	88.52%
Oct-23	7,442	\$63,872	\$51,633	\$8,303	\$59,937	\$3,935	93.84%
Nov-23	7,514	\$64,487	\$45,134	\$8,383	\$53,517	\$10,969	
Dec-23	7,695	\$66,256	\$47,749	\$8,613	\$56,362	\$9,894	85.07%
Jan-24	7,787	\$67,832	\$51,925	\$8,818	\$60,743		
Feb-24	7,796	\$67,952	\$55,077	\$8,834	\$63,911	\$4,041	94.05%
Mar-24	7,820	\$68,215	\$56,182	\$8,868	\$65,050	\$3,165	95.36%
Apr-24	7,826	\$68,332	\$59,570	\$8,883	\$68,453	-\$121	100.18%
May-24	7,822	\$68,354	\$43,619	\$8,886	\$52,505	\$15,848	76.81%
Jun-24	7,891	\$69,115	\$56,499	\$8,985	\$65,484		94.75%
2021	7,139	\$736,270	\$589,671	\$95,715	\$685,386	\$50,883	93.09%
2022	7,137	\$739,521	\$558,234	\$96,138	\$654,371	\$85,150	88.49%
2023	7,395	\$764,801	\$585,987	\$99,424	\$685,411	\$79,389	89.62%
2024 YTD	7,824	\$409,799	\$322,872	\$53,274	\$376,146	\$33,653	91.79%
Current 12 Months	7,636	\$794,415	\$611,258	\$103,274	\$714,532	\$79,883	89.94%

#### Data Source: VSP SJVIA Utilization Reports

Note:

1. The above figures include all the divisions under the County of Fresno, and County of Tulare.





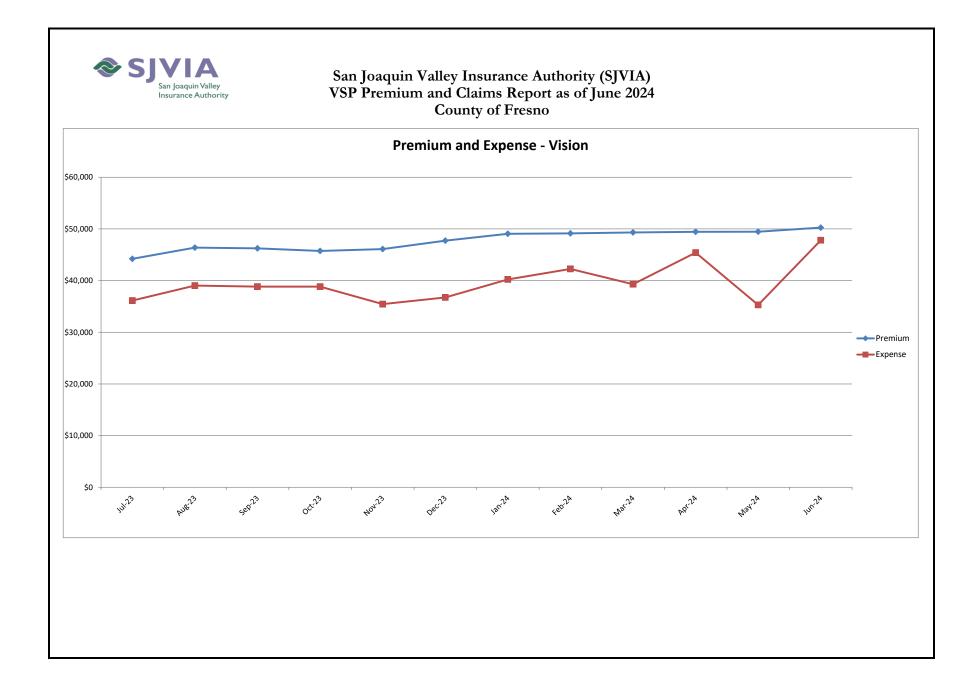
## San Joaquin Valley Insurance Authority (SJVIA) VSP Premium and Claims Report as of June 2024 County of Fresno

MONTH-YEAR	ENROLLED	FUNDING/ PREMIUM	PAID CLAIMS	VSP ADMIN	TOTAL EXPENSE	SURPLUS / (DEFICIT)	TOTAL EXPENSE LOSS RATIO
Jul-22	4,255	\$44,207	\$30,398	\$5,747	\$36,145	\$8,062	81.76%
Aug-22	4,256	\$44,251	\$32,461	\$5,753	\$38,213	\$6,038	86.36%
Sep-22	4,252	\$44,220	\$28,582	\$5,749	\$34,330	\$9,889	77.64%
Oct-22	4,243	\$44,086	\$25,827	\$5,731	\$31,558	\$12,528	71.58%
Nov-22	4,283	\$44,493	\$28,274	\$5,784	\$34,058	\$10,435	76.55%
Dec-22	4,318	\$44,880	\$28,407	\$5,834	\$34,241	\$10,639	76.30%
Jan-23	4,361	\$45,341	\$31,951	\$5,894	\$37,845	\$7,496	83.47%
Feb-23	4,342	\$45,107	\$29,690	\$5,864	\$35,554	\$9,553	78.82%
Mar-23	4,397	\$45,578	\$35,778	\$5,925	\$41,703	\$3,875	91.50%
Apr-23	4,407	\$45,662	\$32,810	\$5,936	\$38,746	\$6,917	84.85%
May-23	4,423	\$45,765	\$31,182	\$5,949	\$37,132	\$8,633	81.14%
Jun-23	4,422	\$45,725	\$30,938	\$5,944	\$36,883	\$8,843	80.66%
Jul-23	4,254	\$44,212	\$30,398	\$5,748	\$36,146	\$8,066	
Aug-23	4,502	\$46,372	\$33,005	\$6,028	\$39,033	\$7,338	84.17%
Sep-23	4,492	\$46,243	\$32,828	\$6,012	\$38,840	\$7,403	83.99%
Oct-23	4,454	\$45,730	\$32,880	\$5,945	\$38,825	\$6,905	
Nov-23	4,486	\$46,093	\$29,455	\$5,992	\$35,447	\$10,646	
Dec-23	4,646	\$47,733	\$30,538	\$6,205	\$36,743	\$10,990	76.98%
Jan-24	4,705	\$49,063	\$33,839	\$6,378	\$40,217	\$8,846	
Feb-24	4,704	\$49,147	\$35,857	\$6,389	\$42,246	\$6,900	
Mar-24	4,719	\$49,328	\$32,883	\$6,413	\$39,295	\$10,032	79.66%
Apr-24	4,727	\$49,441	\$38,983	\$6,427	\$45,410	\$4,031	91.85%
May-24	4,724	\$49,466	\$28,858	\$6,431	\$35,289	\$14,177	71.34%
Jun-24	4,799	\$50,254	\$41,270	\$6,533	\$47,803	\$2,451	95.12%
2021	4,274	\$534,071	\$399,728	\$69,429	\$469,158	\$64,913	87.85%
2022	4,271	\$533,217	\$368,166	\$69,318	\$437,485	\$95,733	82.05%
2023	4,432	\$549,561	\$381,453	\$71,443	\$452,896	\$96,664	82.41%
2024 YTD	4,730	\$296,698	\$211,690	\$38,571	\$250,261	\$46,438	84.35%
Current 12 Months	4,601	\$573,081	\$400,795	\$74,501	\$475,295	\$97,786	82.94%

#### Data Source: VSP SJVIA Utilization Reports

Note:

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





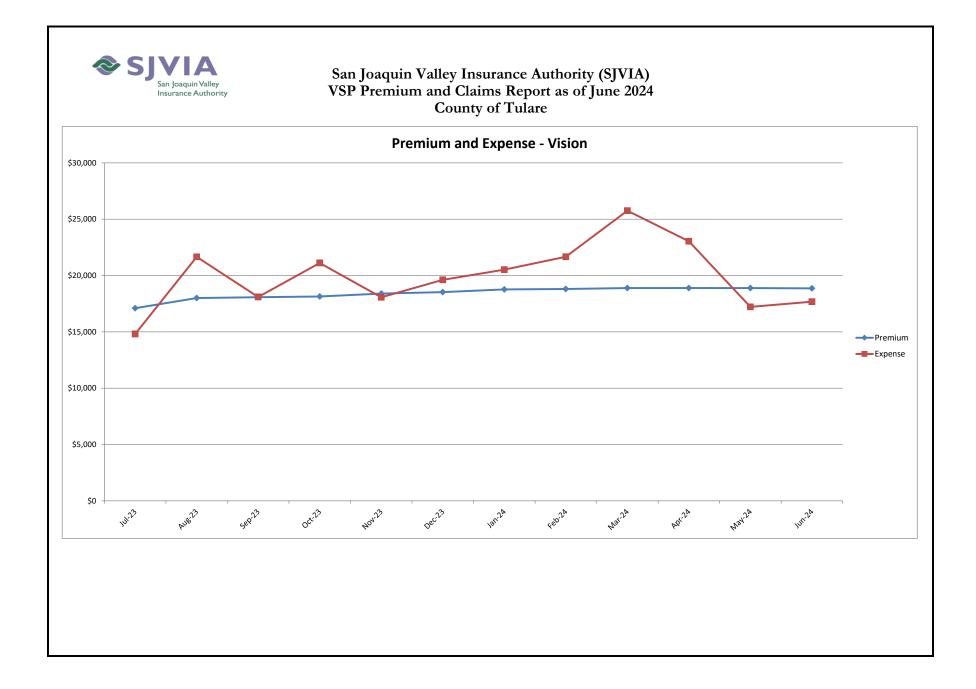
## San Joaquin Valley Insurance Authority (SJVIA) VSP Premium and Claims Report as of June 2024 County of Tulare

MONTH-YEAR	ENROLLED	FUNDING/ PREMIUM	PAID CLAIMS	VSP ADMIN	TOTAL EXPENSE	SURPLUS / (DEFICIT)	TOTAL EXPENSE LOSS RATIO
Jul-22	2,848	\$17,116	\$12,583	\$2,225	\$14,808	\$2,308	86.51%
Aug-22	2,847	\$17,122	\$19,414	\$2,226	\$21,640	-\$4,518	126.39%
Sep-22	2,859	\$17,201	\$14,345	\$2,236	\$16,581	\$620	96.40%
Oct-22	2,873	\$17,321	\$18,666	\$2,252	\$20,918	-\$3,597	120.76%
Nov-22	2,879	\$17,369	\$16,343	\$2,258		-\$1,232	107.09%
Dec-22	2,906	\$17,522	\$15,064	\$2,278		\$180	98.97%
Jan-23	2,953	\$17,814	\$17,463	\$2,316		-\$1,964	111.03%
Feb-23	2,935	\$17,743	\$18,179	\$2,307	\$20,486	-\$2,743	115.46%
Mar-23	2,969	\$17,953	\$17,842	\$2,334	\$20,176	-\$2,223	
Apr-23	2,928	\$17,725	\$15,524	\$2,304	\$17,828	-\$104	100.58%
May-23	2,957	\$17,912	\$19,374	\$2,329	\$21,702	-\$3,790	121.16%
Jun-23	2,951	\$17,859	\$16,871	\$2,322	\$19,193	-\$1,334	107.47%
Jul-23	2,845	\$17,101	\$12,583	\$2,223	\$14,806	\$2,295	
Aug-23	2,968	\$18,003	\$19,312	\$2,340	\$21,652	-\$3,649	120.27%
Sep-23	2,979	\$18,071	\$15,744	\$2,349	\$18,093	-\$22	100.12%
Oct-23	2,988	\$18,142	\$18,753	\$2,358		-\$2,969	116.37%
Nov-23	3,028	\$18,394	\$15,679	\$2,391	\$18,070	\$324	98.24%
Dec-23	3,049	\$18,523	\$17,211	\$2,408	\$19,619	-\$1,096	105.92%
Jan-24	3,082	\$18,769	\$18,086	\$2,440		-\$1,757	109.36%
Feb-24	3,092	\$18,805	\$19,220	\$2,445		-\$2,860	115.21%
Mar-24	3,101	\$18,888	\$23,299	\$2,455	\$25,755	-\$6,867	136.36%
Apr-24	3,099	\$18,891	\$20,587	\$2,456	\$23,043	-\$4,152	121.98%
May-24	3,098	\$18,888	\$14,761	\$2,455		\$1,671	91.15%
Jun-24	3,092	\$18,861	\$15,229	\$2,452	\$17,681	\$1,180	93.75%
2021	2,865	\$202,199	\$189,943	\$26,286	\$216,229	-\$14,030	106.94%
2022	2,866	\$206,304	\$190,067	\$26,820	\$216,887	-\$10,583	105.13%
2023	2,963	\$215,240	\$204,534	\$27,981	\$232,515	-\$17,275	108.03%
2024 YTD	3,094	\$113,101	\$111,182	\$14,703	\$125,885	-\$12,785	111.30%
Current 12 Months	3,035	\$221,334	\$210,463	\$28,773	\$239,237	-\$17,903	108.09%

#### Data Source: VSP SJVIA Utilization Reports

Note:

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





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

BOARD OF DIRECTORS

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

AGENDA DATE:	August 23, 2024
ITEM NUMBER:	Item 9
SUBJECT:	Receive Report Regarding Budgeted SJVIA Administrative Fee Increase and Recommendation for Allocating Funds for Plan Year 2025 (A)
REQUEST(S):	That the Board approve the recommendation for allocating funds for the SJVIA Administration fee increase for Plan Year 2025.

## **DESCRIPTION:**

At the July 19, 2024 SJVIA Board meeting, Agenda Item 13 - Request to Retroactively Approve an Increase in Appropriations for Fiscal Year 2023 – 2024, led to direction for the co-managers to review the increase and funding of the budgeted SJVIA Administration fee from \$2.00 PEPM to \$3.77 PEPM.

The recommendation from SJVIA Management is to partially fund the fee by rates (\$2.00 PEPM or \$227,784) and partially fund the balance through excess reserves (\$1.77 PEPM or \$201,588). This would cover the annual Plan Year 2025 budget increase from \$227,784 to \$429,372.

At the July 19, 2024 Board meeting, the SJVIA Auditor-Treasurer's Cashflow report showed there are sufficient excess reserves to fund \$1.77 PEPM of the SJVIA Administration fee.

It should be noted the \$2.00 PEPM for SJVIA Administration has not increased and has been built into rates since the inception of the SJVIA.

**AGENDA**: San Joaquin Valley Insurance Authority

**DATE:** August 23, 2024

## FISCAL IMPACT/FINANCING:

For Plan Year 2025, the SJVIA Administration fee would be partially funded by rates (\$2.00 PEPM or \$227,784) and partially funded through excess reserves (\$1.77 PEPM or \$201,588).

## **ADMINISTRATIVE SIGN-OFF:**

Lupe Garza SJVIA Manager

agill

Hollis Magilf SJVIA Assistant Manager



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

BOARD OF DIRECTORS

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

AGENDA DATE:	August 23, 2024
ITEM NUMBER:	Item 10
SUBJECT:	Adopt Final Proposed Budget for Fiscal Year 2024-2025 (A)
REQUEST(S):	That the Board adopt the proposed 2024-2025 Fiscal Year Budget.

## **DESCRIPTION:**

The SJVIA has traditionally adopted a July 1st to June 30th fiscal year budget. Projected revenue and expenditures for all plans are included for all entities currently participating in the SJVIA.

The proposed budget compares projected revenue to projected expenditures including:

- Fixed costs,
- Claim cost, and
- Fully insured premium

Projections are based on 2024 contracts in place, 2025 renewal requests, and current enrollment. \$1.77 PEPM of the SJVIA Administration fee and \$588,127 of the County of Tulare health plan cost is funded from excess reserves.

## FISCAL IMPACT/FINANCING:

The 2024-2025 fiscal year budget revenue and expense projections are \$143,060,085 and \$142,786,830 respectively, resulting in a \$273,256 surplus balance. The balance is based on margin applied to the SJVIA coverage.

**AGENDA**: San Joaquin Valley Insurance Authority

**DATE:** August 23, 2024

## ADMINISTRATIVE SIGN-OFF:

Lupe Garza

SJVIA Manager

aaill

Hollis Magill SJVIA Assistant Manager

## SAN JOAQUIN VALLEY INSURANCE AUTHORITY

2024/2025 FISCAL YEAR FINAL BUDGET - 08.23.24

2024/2025 FISCAL YEAR FINAL BUDGET - 08.23.24			
	July 1, 2024 -	Jan 1, 2025 -	July 1, 2024 -
	Dec 31,2024	June 30, 2025	June 30, 2025
RECEIPTS			
SJVIA Health Plan Revenue - Premium	\$ 69,452,951	\$ 71,613,575	\$ 141,066,526
Excess Reserves - SJVIA Admin Fee	\$ 102,685	\$ 102,685	\$ 205,370
Excess Reserves - Rate Funding	\$ -	\$ 588,127	\$ 588,127
ARPA Funds - Rate Funding	\$ 1,000,063	\$ 200,000	\$ 1,200,063
Total SJVIA Revenue	\$ 70,555,699	\$ 72,504,386	\$ 143,060,085
DISBURSEMENTS: Fixed			
1 Specific Stop Loss Insurance	\$ 1,286,599	\$ 1,479,509	\$ 2,766,108
2 Anthem Claims Administration & Network Fees	\$ 1,760,844	\$ 1,793,280	\$ 3,554,124
3 EmpiRx Administration Fee	\$ 381,361	\$ 386,923	\$ 768,284
4 Keenan Pharmacy Services Fee	\$ 62,093	\$ 62,093	\$ 124,186
5 Myworkplace (Hourglass) Administration	\$ 167,684	\$ 176,357	\$ 344,041
6 Navia Administration	\$ 76,068	\$ 76,068	\$ 152,136
7 Keenan Consulting	\$ 139,929	\$ 142,242	\$ 282,171
8 SJVIA Administration	\$ 217,989	\$ 217,989	\$ 435,978
9 Wellness	\$ 144,555	\$ 144,555	\$ 289,110
10 Communications	\$ 28,911	\$ 28,911	\$ 57,822
11 Delta Dental Claims Administration	\$ 213,681	\$ 213,681	\$ 427,362
12 ACA Reinsurance/PCORI	\$ 17,917	\$ 20,852	\$ 38,769
13 98.6 Rider	\$ 80,628	\$ 88,042	\$ 168,670
TOTAL FIXED DISBURSEMENTS	\$ 4,578,259	\$ 4,830,502	\$ 9,408,761
DISBURSEMENTS: Claims			
14 Projected Paid Claims EPO/PPO/HDHP & RX	\$ 46,857,754	\$ 47,580,574	\$ 94,438,328
15 Projected Paid Claims Dental	\$ 2,492,138	\$ 2,568,577	\$ 5,060,715
TOTAL CLAIMS DISBURSEMENTS	\$ 49,349,892	\$ 50,149,151	\$ 99,499,043
DISBURSEMENTS: Premium			
16 Delta Dental DHMO	\$ 422,312	\$ 422,312	\$ 844,624
17 VSP	\$ 421,020	\$ 421,020	\$ 842,040
18 Kaiser Permanente	\$ -	\$ 16,719,131	\$ 32,149,647
19 Kaiser Permanente - Senior Advantage	\$ 20,485	22,230	42,715
TOTAL PREMIUM DISBURSEMENTS	\$ 16,294,333	17,584,693	33,879,026
TOTAL DISBURSEMENTS	\$ 70,222,484	\$ 72,564,346	\$ 142,786,830
Balance	\$ 333,215	\$ (59,959)	\$ 273,256

## **Glossary of Terms:**

#### 1 Specific Stop Loss Insurance (PPO)

Specific: Insurance coverage for eligible individual specific claims in excess of the \$475,000 plan year deductible

#### 2 Administration & Network Fees (Anthem EPO/PPO/HDHP):

Administrative services for the EPO/PPO/HDHP plans. Anthem Blue Cross administration fees to process claims, access the Anthem PPO network of providers, and Anthem services including claims management, utilization management, and customer service.

#### 3 EmpiRx Administration Fee (Anthem EPO/PPO):

Administrative services to process and adjudicate EPO/PPO prescription drug claims. EmpiRx administration fee also includes prescription drug plan discount pricing, clinical management, utilization review, and customer service.

#### 4 Keenan Pharmacy Services (Anthem EPO/PPO):

Consulting fee service for the negotiations of the PBM contract, preparing prescription drug plan performance reports, audit of PBM performance including: prescription drug rebates, prescription drug pricing preformance standards, and claims adjudication accuracy.

#### 5 Myworkplace Administration

An independent vendor providing consolidated billing, eligibility and automated enrollment services.

#### 6 Navia Administration

An independent vendor providing COBRA/retiree billing, and Section 125 administrative services.

#### 7 Keenan Consulting

Keenan is a benefits consulting and brokerage firm who provides professional guidance to SJVIA and respective members concerning health plan matters including but not limited to compliance, underwriting, renewal bidding, employee communication, cost analysis, actuarial, etc.

#### 8 SJVIA Association Fee

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

#### SJVIA Non-Founding Member Fee

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

#### 9 Wellness (EPO/PPO/HDHP/Kaiser)

SJVIA provides wellness services and a financial allocation for each member entity's wellness program based on available funds.

#### 10 Communications

SJVIA provides funding for member communication campaigns and special employee communication materials. It may include fees for maintaining a presence at such trade associations as CAJPA, CALPELRA, etc.

#### 11 Delta Dental Claims Administration

Administrative services for the dental plans. Delta Dental administration fees to process claims, access the PPO network of providers, and Delta Dental services including claims management, utilization management, and customer service.

#### 12 ACA Reinsurance/PCORI (EPO/PPO)

The Affordable Care Act (ACA) includes the Patient Centered Outcomes Research Institute (PCORI) fee.

#### 14 Projected Paid Claims EPO/PPO/HDHP & Rx

Projected self-insured paid claims for medical and prescription drugs

#### 15 Projected Paid Claims Dental

Projected self-insured paid claims for dental

#### 12 Delta Dental

Premium for entities covered under the SJVIA's fully-insured Delta Dental DHMO program

#### 13 <u>VSP</u>

Premium for entities covered under the SJVIA's fully-insured VSP Vision program

#### 14 Kaiser Permanente

Premium for entities covered under the SJVIA's fully-insured Kaiser HMO and DHMO program

#### 15 Kaiser Permanente - Senior Advantage

Premium for entities covered under the SJVIA's fully-insured Kaiser Senior Advantage program



Meeting Location: County of Tulare Board of Supervisors Chambers 2800 West Burrel Avenue Visalia, CA 93291 **BOARD OF DIRECTORS** 

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

AGENDA DATE:	August 23, 2024
ITEM NUMBER:	Item 11
SUBJECT:	Receive Consultant's SJVIA Actuarially Certified Incurred But Not Reported (IBNR) Report as of June 30, 2024 and Recommendation to Maintain the Current IBNR Reserve Levels for a Fully- Funded IBNR Reserve Status (A)
REQUEST(S):	That the Board receive the consultant's SJVIA actuarially certified IBNR report as of June 30,2024 and approve recommendation to maintain the current IBNR reserve levels for a fully funded status of \$10,363,820.

## **DESCRIPTION:**

The Incurred But No Reported (IBNR) Reserve is the amount of outstanding liability for claims that have been incurred but have not yet been paid. The SJVIA Board has directed staff to maintain a fully funded IBNR Reserve. The SJVIA IBNR Reserve is calculated for each participating entity (the County of Fresno and the County of Tulare) and is based on actuarial models.

For the June 30, 2024 valuation date, the total IBNR Reserve liability is \$9,859,230 for medical, prescription drugs, and dental. This is a difference of (\$504,590) from the current actuarially certified IBNR reserve of \$10,363,820.

The June 30, 2024 valuation includes the Community Medical Center (CMC) claims that were incurred from January 1, 2023 through June 30, 2023 and were paid by Anthem starting August 14, 2023. The CMC paid claims totaled over \$5.2 million, and in part, explains the volatility observed in the June 30, 2023, December 31, 2023, and the June 30,2024 IBNR Reserves. Keenan recommends holding the current IBNR Reserve of \$10,363,820 and not adjusting until claim fluctuation normalizes. We anticipate the December 31, 2024 IBNR Reserve calculation to be based on normalized claim experience.

**AGENDA**: San Joaquin Valley Insurance Authority

**DATE:** August 23, 2024

## FISCAL IMPACT/FINANCING:

None. Recommend maintaining the current IBNR Reserve level.

## **ADMINISTRATIVE SIGN-OFF:**

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Lupe Garza SJVIA Manager

agill

Hollis Magilf SJVIA Assistant Manager

				SJVIA -	Ac	tuarially Ce	rtif	ied IBNR Re	se	rve			
County of Fresno		06/30/22		12/31/22		06/30/23		12/31/23		06/30/24		\$ Difference	% Difference
Medical	\$	4,102,912	\$	5,432,953	\$	2,887,956	\$	4,997,846	\$	4,389,656	\$	(435,107)	-8.0%
Prescription Drug	\$	804,747	\$	823,162	\$	861,093	\$	878,364	\$	952,391	\$	55,202	6.7%
Dental	\$	168,628	\$	146,061	\$	172,356	\$	149,327	\$	188,176	\$	3,266	2.2%
Total	\$	5,076,287	\$	6,402,176	\$	3,921,405	\$	6,025,537	\$	5,530,223	\$	(376,639)	-5.9%
County of Tulare		06/30/22		12/31/22		06/30/23		12/31/23		06/30/24	\$ Difference		% Difference
Medical	\$	1,983,767	\$	1,925,730	\$	1,975,789	\$	2,851,258	\$	2,252,066	\$	925,528	48.1%
Prescription Drug	\$	572,656	\$	624,831	\$	655,945	\$	657,090	\$	698,836	\$	32,259	5.2%
Dental	\$	68,006	\$	59,273	\$	74,601	\$	71,765	\$	92,119	\$	12,492	21.1%
Total	\$	2,624,429	\$	2,609,834	\$	2,706,335	\$	3,580,113	\$	3,043,021	\$	970,279	37.2%
SJVIA		06/30/22		12/31/22		06/30/23		12/31/23		06/30/24		\$ Difference	% Difference
Medical	\$	6,086,679	\$	7,358,683	\$	4,863,745	\$	7,849,104	\$	6,641,722	\$	490,421	6.7%
Prescription Drug	\$	1,377,403	\$	1,447,993	\$	1,517,038	\$	1,535,454	\$	1,651,227	\$	87,461	6.0%
Dental	\$	236,634	\$	205,334	\$	246,957	\$	221,092	\$	280,295	\$	15,758	7.7%
Total	\$	7,700,716	\$	9,012,010	\$	6,627,740	\$	9,605,650	\$	8,573,244	\$	593,640	6.6%
		S.	IVI	A - Actuaria	lly	<b>Certified IB</b>	NR	<b>Reserve wit</b>	th	15% Margin			
County of Fresno		06/30/22		12/31/22		06/30/23		12/31/23		06/30/24		\$ Difference	% Difference
Medical	\$	4,718,350	\$	6,247,900	\$	3,321,150	\$	5,747,520	\$	5,048,100	\$	(500 <i>,</i> 380)	-8.0%
Prescription Drug	\$	925,460	\$	946,640	\$	990,260	\$	1,010,120	\$	1,095,250	\$	63,480	6.7%
Dental	\$	193,920	\$	167,970	\$	198,210	\$	171,730	\$	216,400	\$	3,760	2.2%
Total	\$	5,837,730	\$	7,362,510	\$	4,509,620	\$	6,929,370	\$	6,359,750	\$	(433,140)	-5.9%
County of Tulare		06/30/22		12/31/22		06/30/23		12/31/23		06/30/24		\$ Difference	% Difference
												1 004 200	40 10/
Medical	\$	2,281,330	\$	2,214,590	\$	2,272,160	\$	3,278,950	\$	2,589,880	\$	1,064,360	48.1%
	\$ \$	2,281,330 658,550	\$ \$	2,214,590 718,560	\$ \$	2,272,160 754,340	\$ \$	3,278,950 755,650	\$ \$	2,589,880 803,660	\$ \$		48.1% 5.2%
Medical Prescription Drug Dental												37,090	
Prescription Drug	\$	658,550	\$	718,560	\$	754,340	\$	755,650	\$	803,660 105,940	\$	37,090 14,370	5.2%
Prescription Drug Dental	\$ \$	658,550 78,210	\$ \$	718,560 68,160	\$ \$	754,340 85,790	\$ \$	755,650 82,530	\$ \$	803,660 105,940	\$ \$	37,090 14,370	5.2% 21.1%
Prescription Drug Dental Total <b>SJVIA</b>	\$ \$	658,550 78,210 3,018,090	\$ \$	718,560 68,160 3,001,310	\$ \$	754,340 85,790 3,112,290	\$ \$	755,650 82,530 4,117,130	\$ \$	803,660 105,940 3,499,480 <b>06/30/24</b>	\$ \$	37,090 14,370 1,115,820 <b>\$ Difference</b>	5.2% 21.1% 37.2%
Prescription Drug Dental Total <b>SJVIA</b> Medical	\$ \$ \$	658,550 78,210 3,018,090 <b>06/30/22</b>	\$ \$ \$	718,560 68,160 3,001,310 <b>12/31/22</b>	\$ \$ \$	754,340 85,790 3,112,290 <b>06/30/23</b>	\$ \$ \$	755,650 82,530 4,117,130 <b>12/31/23</b>	\$ \$ \$	803,660 105,940 3,499,480 <b>06/30/24</b>	\$ \$ \$	37,090 14,370 1,115,820 <b>\$ Difference</b> 563,980	5.2% 21.1% 37.2% <b>% Difference</b>
Prescription Drug Dental Total	\$ \$ \$ \$ \$	658,550 78,210 3,018,090 <b>06/30/22</b> 6,999,680	\$ \$ \$ \$	718,560 68,160 3,001,310 <b>12/31/22</b> 8,462,490	\$ \$ \$ \$	754,340 85,790 3,112,290 <b>06/30/23</b> 5,593,310	\$ \$ \$ \$	755,650 82,530 4,117,130 <b>12/31/23</b> 9,026,470	\$ \$ \$ \$	803,660 105,940 3,499,480 <b>06/30/24</b> 7,637,980	\$ \$ \$ \$	37,090 14,370 1,115,820 <b>\$ Difference</b> 563,980 100,570	5.2% 21.1% 37.2% <b>% Difference</b> 6.7%
Prescription Drug Dental Total <b>SJVIA</b> Medical Prescription Drug	\$ \$ \$ \$ \$ \$	658,550 78,210 3,018,090 <b>06/30/22</b> 6,999,680 1,584,010	\$ \$ \$ \$ \$	718,560 68,160 3,001,310 <b>12/31/22</b> 8,462,490 1,665,200	\$ \$ \$ \$ \$	754,340 85,790 3,112,290 <b>06/30/23</b> 5,593,310 1,744,600	\$ \$ \$ \$ \$	755,650 82,530 4,117,130 <b>12/31/23</b> 9,026,470 1,765,770	\$ \$ \$ \$ \$	803,660 105,940 3,499,480 <b>06/30/24</b> 7,637,980 1,898,910	\$ \$ \$ \$ \$	37,090 14,370 1,115,820 <b>\$ Difference</b> 563,980 100,570 18,130	5.2% 21.1% 37.2% <b>% Difference</b> 6.7% 6.0%
Prescription Drug Dental Total <b>SJVIA</b> Medical Prescription Drug Dental	\$ \$ \$ \$ \$ \$	658,550 78,210 3,018,090 <b>06/30/22</b> 6,999,680 1,584,010 272,130	\$ \$ \$ \$ \$	718,560 68,160 3,001,310 <b>12/31/22</b> 8,462,490 1,665,200 236,130	\$ \$ \$ \$ \$ \$	754,340 85,790 3,112,290 <b>06/30/23</b> 5,593,310 1,744,600 284,000	\$ \$ \$ \$ \$	755,650 82,530 4,117,130 <b>12/31/23</b> 9,026,470 1,765,770 254,260	\$ \$ \$ \$ \$	803,660 105,940 3,499,480 <b>06/30/24</b> 7,637,980 1,898,910 322,340	\$ \$ \$ \$ \$	37,090 14,370 1,115,820 <b>\$ Difference</b> 563,980 100,570 18,130	5.2% 21.1% 37.2% <b>% Difference</b> 6.7% 6.0% 7.7%

Note: Difference calculated from 12/31/22 (Current) values



2355 Crenshaw Blvd. Snite 200 Torrance, CA 90501 P.O. Box 4328 Torrance, CA 90510 310 212-3344 310 212-0360 fax www.keenan.com License No. 0451271

August 2, 2024

Ms. Rochelle Garcia Financial Reporting & Audits Division Chief Auditor-Controller/Treasurer-Tax Collector Financial Reporting & Audits 2281 Tulare St., Room 105 Fresno, CA 93721

## SJVIA – COUNTY OF FRESNO INCURRED BUT NOT REPORTED (IBNR) RESERVES AS OF JUNE 30, 2024

Dear Rochelle:

We have estimated the "Incurred But Not Reported" (IBNR) claims reserves for the self-funded medical, prescription drug and dental plans for County of Fresno as of June 30, 2024.

## CLAIM EXPERIENCE - JULY 1, 2023 TO JUNE 30, 2024

We analyzed the experience in the past 12 months to determine the actual lag between the incurred and payment dates of the medical and drug claims.

Coverage	Paid Claims	Average Monthly Employees	Per Employee Per Month (PEPM)		
Medical	\$39,409,268 4255		\$771.82		
Prescription Drug	\$15,873,185	4255	\$310.87		
Dental	\$2,867,615	4977	\$48.01		
Total	\$58,150,068	N/A	\$1,130.70		

## KEENAN'S IBNR ACTUARIAL RESERVE METHODOLOGY

In Keenan's IBNR actuarial reserve calculation, the estimated outstanding claims at the end of the period (ending IBNR) is calculated based on the Bornhuetter-Ferguson actuarial method. Under this method, the IBNR is determined based on completion factors and expected incurred claims. The completion factors are derived from actual claim lag data which takes into account the claim payment pattern. When the groups are small, the completion factors are blended with the industry norm completion factors. The IBNR claim reserve is estimated as the sum, for all prior months, of the expected incurred claim for the month multiplied by the proportion of claims expected to still be outstanding based on the completion factors.

Based on our analysis, we estimated the following unpaid claim liabilities for County of Fresno:

Coverage	Number of Employees in June 2024	<b>Reserves on</b> 06/30/2024		
Medical	4467	\$4,389,656		
Prescription Drug	4467	\$952,391		
Dental	5158	\$188,176		
Total	N/A	\$5,530,224		

## ESTIMATED IBNR RESERVES AS OF JUNE 30, 2024

Finally, the claims reserves are adjusted to reflect, among other things, claims fluctuation margins, retroactive claim adjustments and enrollment fluctuation. The final reserves are shown below:

Coverage	Reserves on 06/30/2024	Adjustment Factor	IBNR on 06/30/2024
Medical	\$4,389,656	1.15	\$5,048,100
Prescription Drug	\$952,391	1.15	\$1,095,250
Dental	\$188,176	1.15	\$216,400
Total	\$5,530,224	1.15	\$6,359,750

## **CERTIFICATION**

The costs, liabilities and other factors under the plan were determined in accordance with generally accepted actuarial principles and procedures. The IBNR reserve calculations reported herein are consistent with our understanding of the Bornhuetter-Ferguson actuarial method. The actuarial assumptions are reasonable and represent our best estimate of the anticipated experience under the plan.

The undersigned credentialed actuary meets the Qualification Standards of the American Academy of Actuaries to render the actuarial opinion contained in this report.

Sincerely,

Jans taken

James Y. Takamatsu, ASA, MAAA Vice President & Actuary

Arthur Ternersesian Assistant Vice President





2355 Crenshaw Blvd. Suite 200 Torrance, CA 90501 P.O. Box 4328 Torrance, CA 90510 310 212-3344 310 212-0360 fax www.keenan.com License No. 0451271

August 2, 2024

Ms. Rochelle Garcia Financial Reporting & Audits Division Chief Auditor-Controller/Treasurer-Tax Collector Financial Reporting & Audits 2281 Tulare St., Room 105 Fresno, CA 93721

## SJVIA – COUNTY OF TULARE INCURRED BUT NOT REPORTED (IBNR) RESERVES AS OF JUNE 30, 2024

Dear Rochelle:

We have estimated the "Incurred But Not Reported" (IBNR) claims reserves for the self-funded medical, prescription drug and dental plans for County of Tulare as of June 30, 2024.

## CLAIM EXPERIENCE - July 1, 2023 TO June 30, 2024

We analyzed the experience in the past 12 months to determine the actual lag between the incurred and payment dates of the medical and drug claims.

Coverage	Paid Claims	Average Monthly Employees	Per Employee Per Month (PEPM)
Medical	\$20,774,816	3159	\$548.03
Prescription Drug	\$11,647,267	3159	\$307.25
Dental	\$1,432,517	2837	\$42.08
Total	\$33,854,601	N/A	\$897.36

## KEENAN'S IBNR ACTUARIAL RESERVE METHODOLOGY

In Keenan's IBNR actuarial reserve calculation, the estimated outstanding claims at the end of the period (ending IBNR) is calculated based on the Bornhuetter-Ferguson actuarial method. Under this method, the IBNR is determined based on completion factors and expected incurred claims. The completion factors are derived from actual claim lag data which takes into account the claim payment pattern. When the groups are small, the completion factors are blended with the industry norm completion factors. The IBNR claim reserve is estimated as the sum, for all prior months, of the expected incurred claim for the month multiplied by the proportion of claims expected to still be outstanding based on the completion factors.

Based on our analysis, we estimated the following unpaid claim liabilities for County of Tulare:

Coverage	Number of Employees in June 2024	Reserves on 06/30/2024		
Medical	3193	\$2,252,066		
Prescription Drug	3193	\$698,836		
Dental	2886	\$92,119		
Total	N/A	\$3,043,021		

## ESTIMATED IBNR RESERVES AS OF JUNE 30, 2024

Finally, the claims reserves are adjusted to reflect, among other things, claims fluctuation margins, retroactive claim adjustments and enrollment fluctuation. The final reserves are shown below:

Coverage	Reserves on 06/30/2024	Adjustment Factor	IBNR on 06/30/2024
Medical	Medical \$2,252,066 1.15		\$2,589,880
Prescription Drug	\$698,836	1.15	\$803,660
Dental	\$92,119	1.15	\$105,940
Total	\$3,043,021	1.15	\$3,499,480

## **CERTIFICATION**

The costs, liabilities and other factors under the plan were determined in accordance with generally accepted actuarial principles and procedures. The IBNR reserve calculations reported herein are consistent with our understanding of the Bornhuetter-Ferguson actuarial method. The actuarial assumptions are reasonable and represent our best estimate of the anticipated experience under the plan.

The undersigned credentialed actuary meets the Qualification Standards of the American Academy of Actuaries to render the actuarial opinion contained in this report.

Sincerely,

Haten

James Y. Takamatsu, ASA, MAAA Vice President & Actuary

Arthur Ternersesian Assistant Vice President





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

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

AGENDA DATE:	August 23, 2024
ITEM NUMBER:	Item 12
SUBJECT:	Receive Consultant's Plan Year 2025 Underwriting Renewal Report, Approve 2025 Rates and Fees, Authorize Consultant and SJVIA Staff to Negotiate Agreements and President to Execute Agreements, Subject to Approval of SJVIA Counsel and Staff (A)
REQUEST(S):	That the Board finalize and approve Plan Year 2025 rates and fees, authorize consultant and SJVIA staff to negotiate agreements, and President to execute agreements subject to approval of SJVIA counsel and staff.

## **DESCRIPTION:**

Keenan has prepared the attached report for the SJVIA's 2025 health plan contract renewal. The final renewal report updates the plan experience by one month, utilizing 12 months of data through June 2024. Keenan gave consideration to and implemented the following renewal factors:

- Margin adjustments
- Change in IBNR funding strategy
- Trend adjustments
- Cross subsidy strategy
- Rate reduction strategy

## **AGENDA**: San Joaquin Valley Insurance Authority

**DATE:** August 23, 2024

Final direction needs to be provided on which strategies will be implemented. However, currently the plan year 2025 renewal cost adjustment for medical/prescription drug, dental, and vision by entity and SJVIA overall are as follows:

- County of Fresno 2.42%
- County of Tulare 10.83%
- SJVIA 4.69%

## FISCAL IMPACT/FINANCING:

Based on underwriting and carrier renewal requirements, the 2025 SJVIA renewal adjustment is 4.69% or \$6,624,835 (from \$141,121,445 in 2024 to \$147,746,280 for 2025).

## **ADMINISTRATIVE SIGN-OFF:**

Lupe Garza SJVIA Manager

Hollis M<del>agill U</del> SJVIA Assistant Manager



August 23, 2024

## SJVIA Board Meeting: Consultant's Report 2025 Final Renewal Report

## Introduction

Keenan is pleased to present the SJVIA 2025 final renewal. The final renewal is prepared in accordance with SJVIA Board direction and standard insurance industry underwriting guidelines. Anthem Blue Cross medical, EmpiRx pharmacy, and Delta Dental PPO dental coverages are self-funded. Kaiser medical, Delta Dental DHMO, and VSP vision coverages are fully insured.

The self-funded renewal is produced with the following factors:

- The self-funded medical plans are underwritten on the most recent 12 months of plan experience available from July 1, 2023 through June 30, 2024;
- All self-funded coverage is underwritten based on its own claim experience; the plan experience is considered 100% credible;
- Fixed cost components continue to be blended for both participating entities to receive overall economies of scale and reduced fixed costs;
- The final renewal assumes the continuation of the \$475,000 specific stop-loss deductible and a 15% increase in reinsurance cost
  - Please note, we are using 15% to be conservative; quotes will be solicited from the market for stop loss; Staff will return at the December SJVIA Board meeting with a complete analysis and recommendation;
- The final renewal includes maintaining the current IBNR reserve level approved at the SJVIA Board meeting held on the February 9, 2024; inconsistent claim payment due to network contracting has impacted the IBNR reserve calculation;
- Since the three-month stabilization reserve is fully funded with excess reserves, the 2025 rates do not include margin for the County of Fresno or the County of Tulare; margin and/or claim stabilization reserves are included to cover adverse claim fluctuations
  - The Kaiser rates still include 1.0% margin.

Keenan has worked with the SJVIA's vendor partners and the two counties to finalize the renewals.

# **Executive Summary**

Keenan is pleased to present the 2025 SJVIA final renewal. On an overall basis, the SJVIA renewal is 4.69% (County of Fresno 2.42% and County of Tulare 10.83%). The following table illustrates the 2025 rate adjustments based on carrier requested renewals and standard underwriting practices:

Executive	Executive PY 2025 Renewal		Comments	
Summary	COF	СОТ	SJVIA	
Self-Funded Medical EPO PPO / HDHP Total	4.02% -36.07% -0.97%	n/a 11.68% 11.68%	4.02% 2.52% 3.38%	Based on the 2025 final renewal calculations, Fresno County proposes a rate pass. Tulare County has elected to fund 7.00% of the renewal from an increase in rates and the balance (4.68%) from alternate sources.
Kaiser HMO Deductible HMO	8.29% 6.80%	8.30% 8.31%	8.29% 7.43%	Kaiser is requesting a 2025 renewal increase of 8.29% to 8.31%, with the exception of the Fresno County HSA HDHP (6.80%).
Kaiser Senior Advantage Medicare	n/a	8.52%	8.52%	The 2025 Kaiser Medicare Senior Advantage renewal requests an 8.52% rate increase.
Delta Dental PPO DHMO	-8,43% 0.00%	-0.06% 0.00%	-5.82% 0.00%	The 2025 final renewal rate underwriting shows rate decreases for each County. The recommendation is for a rate pass for the 2025 dental PPO rates. DHMO rates held with a 0.00% for the 2025 fully-insured renewal.
VSP	0.00%	0.00%	0.00%	The VSP rates remain unchanged with rates guaranteed from 2024 through 2026.



## **Executive Summary**

The following chart illustrates the projected costs for 2024 and 2025, based on 2024 current costs and 2025 renewal costs, and consistent enrollment for both plan years. Additionally, the dollar cost and percentage differentials based on the recommended renewal action are provided.

County of Fresno	2024	2025	\$ Difference	% Difference
EPO	\$ 60,055,919	\$ 60,055,919	\$ -	0.00%
PPO/HDHP	\$ 7,451,266	\$ 7,451,266	\$ -	0.00%
Total Anthem	\$ 67,507,185	\$ 67,507,185	\$ -	0.00%
Kaiser	\$ 30,346,029	\$ 32,842,864	\$ 2,496,835	8.23%
Kaiser - KPSA	\$ -	\$ -	\$ -	0.00%
Total Medical	\$ 97,853,214	\$ 100,350,049	\$ 2,496,835	2.55%
Delta Dental PPO	\$ 3,801,681	\$ 3,801,681	\$ -	0.00%
Delta Dental DHMO	\$ 735,915	\$ 735,915	\$ -	0.00%
Total Dental	\$ 4,537,596	\$ 4,537,596	\$ -	0.00%
Vision	\$ 613,720	\$ 613,720	\$ -	0.00%
Grand Total	\$ 103,004,530	\$ 105,501,365	\$ 2,496,835	2.42%
County of Tulare	2024	2025	\$ Difference	% Difference
EPO	\$ -	\$ -	\$ -	0.00%
PPO/HDHP	\$ 33,680,832	\$ 37,614,728	\$ 3,933,896	11.68%
Total Anthem	\$ 33,680,832	\$ 37,614,728	\$ 3,933,896	11.68%
Kaiser	\$ 2,295,248	\$ 2,485,861	\$ 190,613	8.30%
Kaiser - KPSA	\$ 40,969	\$ 44,460	\$ 3,491	8.52%
Total Medical	\$ 36,017,049	\$ 40,145,049	\$ 4,128,000	11.46%
Delta Dental PPO	\$ 1,762,837	\$ 1,762,837	\$ -	0.00%
Delta Dental DHMO	\$ 108,707	\$ 108,707	\$ -	0.00%
Total Dental	\$ 1,871,544	\$ 1,871,544	\$ -	0.00%
Vision	\$ 228,321	\$ 228,321	\$ -	0.00%
Grand Total	\$ 38,116,915	\$ 42,244,915	\$ 4,128,000	10.83%
SJVIA	2024	2025	\$ Difference	% Difference
EPO	\$ 60,055,919	\$ 60,055,919	\$ -	0.00%
PPO/HDHP	\$ 41,132,098	\$ 45,065,994	\$ 3,933,896	9.56%
Total Anthem	\$ 101,188,017	\$ 105,121,913	\$ 3,933,896	3.89%
Kaiser	\$ 32,641,276	\$ 35,328,725	\$ 2,687,448	8.23%
Kaiser - KPSA	\$ 40,969	\$ 44,460	\$ 3,491	8.52%
Total Medical	\$ 133,870,263	\$ 140,495,098	\$ 6,624,835	4.95%
Delta Dental PPO	\$ 5,564,519	\$ 5,564,519	\$ -	0.00%
Delta Dental DHMO	\$ 844,622	\$ 844,622	\$ -	0.00%
Total Dental	\$ 6,409,141	\$ 6,409,141	\$ -	0.00%
Vision	\$ 842,041	\$ 842,041	\$ -	0.00%
Grand Total	\$ 141,121,445	\$ 147,746,280	\$ 6,624,835	4.69%



The 2025 renewal cost adjustment for medical/prescription drug, dental, and vision by entity and SJVIA overall, are as follows:

- County of Fresno 2.42%
- County of Tulare 10.83%
- SJVIA 4.69%

## SJVIA Administration fee:

• Based on Agenda Item 9 of today's board meeting, the SJVIA administration Per Employee Per Month (PEPM) fee will increase from \$2.00 PEPM to \$3.77 PEPM. \$2.00 of the PEPM will be funded from the rates and \$1.77 PEPM will be funded from excess reserves. Please see the cost impact for the 2025 SJVIA Administration fee in the following chart:

Reserve Funding		2024	2025		\$ Difference	% Difference
SJVIA Admin Fee (\$1.77 pe	pm)					
COF	\$	-	\$	135,554	\$ 135,554	
СОТ	\$	-	\$	69,816	\$ 69,816	
Total SJVIA	\$	-	\$	205,370	\$ 205,370	
	_					
COF	\$	103,004,530	\$	105,706,735	\$ 2,702,205	2.62%
СОТ	\$	38,116,915	\$	42,244,915	\$ 4,128,000	10.83%
Grand Total	\$	141,121,445	\$	147,951,650	\$ 6,830,205	4.84%

## Medical Self-funded Plans:

- Anthem Plan Design Changes:
  - Fresno County will be increasing the plan deductibles for their High Deductible Health Plans (HDHP) so that the plans can be HSA compatible and IRS compliant for the upcoming 2025 Plan Year. Please see the following chart:

Plan	Plan Year 2024	Plan Year 2025
Pre-65 Anthem HDPPO		
Individual Deductible/OOPM	\$1500 / \$3000	\$1650 / \$3300
Family Deductible/ OOPM	\$3000 / \$5000	\$3300 / \$6000
Actives Anthem		
Individual Deductible/ OOPM	\$3000 / \$3000	\$3300 / \$3300
Family Deductible/ OOPM	\$6000 / \$6000	\$6000 / \$6000

• Tulare County does not require any changes to their HSA plan for 2025.



## • Alternate Funding

- Tulare County proposes to fund its self-funded medical renewal (11.68%) as follows:
  - 7.00% in the renewal rates
  - 3.49% from excess reserves
  - 1.19% from ARPA funds not yet received from Tulare County

Renewal Adjustmen	Funding	<b>Renewal Balance</b>		Percentage	% Change
Renewal	\$ -	\$	(3,933,896)	11.68%	
ARPA Funds	\$ 400,000	\$	(3,533,896)	10.49%	-1.19%
Excess Reserves	\$ 1,176,253	\$	(2,357,643)	7.00%	-3.49%
Rates	\$ 2,357,643	\$	-	0.00%	-7.00%

## Kaiser HDHP Plan Design Change:

• The following plan design changes will be implemented for Plan Year 2025 to the Fresno County HDHP to ensure HSA eligibility and IRS compliance:

### \*Any contract that starts within that calendar year 01/01 – 12/31

Plan	Plan year 2023*	Plan Year 2024*	Plan Year 2025*		
Kaiser HDHP (this is not a PPO plan)					
Individual Deductible/ OOPM	\$3000 / \$3000	\$3200 / \$3200	\$3300 / \$3300		
Family Deductible/ OOPM	\$6000 / \$6000	\$6000 / \$6000	\$6000 / \$6000		

• Please note that the plan designs for 2023, 2024, and 2025 are minimum standards for HSA eligibility.



	EPO and PPO/HDHP		Fresno			Tulare			Total
Line	Line Item/Description	Medical	Rx	Total	Medical	Rx	Total	Medical	Rx
1	Paid Claims (Jul 2023 through Jun 2024)	\$39,409,268	\$15,873,185	\$55,282,453	\$20,774,816	\$11,647,267	\$32,422,083	\$60,184,084	\$27,520,452
2	Claim Adjustments	\$0	<b>\$</b> 0	<b>\$</b> 0	<b>\$</b> 0	\$0	<b>\$</b> 0	<b>\$</b> 0	\$0
3	Plan Change Adjustments	\$0	<b>\$</b> 0	<b>\$</b> 0	<b>\$</b> 0	\$0	<b>\$</b> 0	<b>\$</b> 0	\$0
4	Rx Change Adjustments (Rx Rebates)	\$0	(\$2,768,533)	(\$2,768,533)	<b>\$</b> 0	(\$2,031,467)	(\$2,031,467)	\$0	(\$4,800,000)
5	Large Claim Adjustment (Pooling Level: \$475,000)	<u>(\$485,650)</u>	<u>\$0</u>	<u>(\$485,650)</u>	<u>(\$81,020)</u>	<u>\$0</u>	<u>(\$81,020)</u>	<u>(\$566,670)</u>	<u>\$0</u>
6	Adjusted Paid Claims	\$38,923,618	\$13,104,652	\$52,028,270	\$20,693,796	\$9,615,800	\$30,309,596	\$59,617,414	\$22,720,452
7	Beginning Reserves @ 7/01/2023	(\$5,750,835)	(\$861,093)	(\$6,611,928)	(\$2,285,007)	(\$655,945)	(\$2,940,951)	(\$8,035,842)	(\$1,517,037)
8	Ending Reserves @ 6/30/2024	<u>\$5,750,835</u>	<u>\$861,093</u>	<u>\$6,611,928</u>	<u>\$2,285,007</u>	\$655,945	\$2,940,951	<u>\$8,035,842</u>	<u>\$1,517,037</u>
9	Incurred Claims (Jul 2023 through Jun 2024)	\$38,923,618	\$13,104,652	\$52,028,270	\$20,693,796	\$9,615,800	\$30,309,596	\$59,617,414	\$22,720,452
10	Total Covered Employees (May 2023 through Apr 2024)	<u>50,305</u>	<u>50,305</u>	<u>50,305</u>	<u>37,630</u>	<u>37,630</u>	<u>37,630</u>	<u>87,935</u>	<u>87,935</u>
11	Claims Cost PEPM	\$773.75	\$260.50	\$1,034.26	\$549.93	\$255.54	\$805.46	\$677.97	\$258.38
12	Trend Factor	<u>1.0913</u>	<u>1.1068</u>	<u>1.0952</u>	<u>1.0913</u>	<u>1.1068</u>	<u>1.0962</u>	<u>1.0913</u>	<u>1.1068</u>
13	Projected Claims Cost Per Employee	\$844.40	\$288.33	\$1,132.72	\$600.14	\$282.83	\$882.96	\$739.87	\$285.97
14	Recommended Funding Margin	<u>0.0%</u>	0.0%	0.0%	<u>0.0%</u>	0.0%	0.0%	<u>0.0%</u>	0.0%
15	Adjusted Projected Claims	\$844.40	\$288.33	\$1,132.72	\$600.14	\$282.83	\$882.96	\$739.87	\$285.97
	Fixed Costs PEPM								
16	Specific Stop-Loss Premium PEPM (Estimate)			\$34.42			\$30.16		
17	Aggregate Stop-Loss Premium PEPM (Estimate)			\$0.00			\$0.00		
18	Anthem Network & Administrative Fees			\$38.70			\$38.70		
19	All Other Program Fees			<u>\$24.55</u>			<u>\$22.55</u>		
	Total Fixed Costs			\$97.67			\$91.41		
20	Required Premium PEPM			\$1,230.39			\$974.37		
21	Current Premium PEPM			\$1,242.48			\$872.47		
22	Required Increase			-0.97%			11.68%		

23	Current Subscribers (July 2021)	4,506	4,506	3,217	3,217	7,723	7,723	
24	Base Trend	6.00%	7.00%	6.00%	7.00%	6.00%	7.00%	
25	Months Trended	18	18	18	18	18	18	



Total \$87,704,536 **\$**0 \$0 (\$4,800,000) (\$566,670) \$82,337,866 (\$9,552,879) <u>\$9,552,879</u> \$82,337,866 87,935 \$936.35 <u>1.0956</u> \$1,025.84 0.0% \$1,025.84

\$32.60 \$0.00 \$38.70 <u>\$23.69</u> \$94.99 \$1,120.83 \$1,084.14

3.38%

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Current Premium PEPM

22 Required Increase

#### EPO Fresno Tulare Total Rx Rx Line Line Item/Description Medical Total Medical Total Medical Rx Paid Claims (Jul 2023 through Jun 2024) \$36,667,078 \$14,565,689 \$51,232,767 \$36,667,078 \$14,565,689 Claim Adjustments \$0 \$0 **\$**0 **\$**0 **\$**0 Plan Change Adjustments \$0 **\$**0 **\$**0 **\$**0 **\$**0 Rx Change Adjustments (Rx Rebates) \$0 (\$2,540,485) (\$2,540,485) **\$**0 (\$2,540,485) Large Claim Adjustment (Pooling Level: \$475,000) <u>(\$485,650)</u> (\$485,650) **\$**0 (\$485,650) \$0 Adjusted Paid Claims \$36,181,428 \$12,025,204 \$48,206,632 \$36,181,428 \$12,025,204 Beginning Reserves @ 7/01/2023 (\$5,187,084) (\$789,590) (\$5,976,674) (\$5,187,084) (\$789,590) Ending Reserves @ 6/30/2024 \$5,187,084 \$789,590 \$5,976,674 \$5,187,084 <u>\$789,590</u> Incurred Claims (Jul 2023 through Jun 2024) \$36,181,428 \$12,025,204 \$48,206,632 \$36,181,428 \$12,025,204 Total Covered Employees (May 2023 through Apr 2024) 42,188 42,188 42,188 42,188 42,188 Claims Cost PEPM \$857.62 \$285.04 \$1,142.66 \$285.04 11 \$857.62 12 Trend Factor 1.0913 1.0952 1.0913 1.1068 1.1068 13 Projected Claims Cost Per Employee \$935.92 \$315.48 \$1,251.41 \$935.92 \$315.48 14 Recommended Funding Margin 0.0% 0.0% 0.0% 0.0% 0.0% 15 Adjusted Projected Claims \$935.92 \$315.48 \$1,251.41 \$935.92 \$315.48 Fixed Costs PEPM 16 Specific Stop-Loss Premium PEPM (Estimate) \$34.42 Aggregate Stop-Loss Premium PEPM (Estimate) \$0.00 Anthem Network & Administrative Fees \$38.70 All Other Program Fees \$24.55 **Total Fixed Costs** \$97.67 Required Premium PEPM \$1,349.08

23	Current Subscribers (June 2021)	3,859	3,859	3,859	3,859
24	Base Trend	6.00%	7.00%	6.00%	7.00%
25	Months Trended	18	18	18	18

\$1,296.88

4.02%

Total

\$51,232,767

**\$**0

**\$**0

(\$2,540,485)

(\$485,650)

\$48,206,632

(\$5,976,674)

<u>\$5,976,674</u>

\$48,206,632

42,188

\$1,142.66

1.0952

\$1,251.41

0.0%

\$1,251.41

\$34.42

\$0.00

\$38.70

\$24.55

\$97.67

\$1,349.08

\$1,296.88

4.02%



# Self-funded Medical Underwriting PPO/HDHP

	PPO/HDHP		Fresno			Tulare			Total	
Line	Line Item/Description	Medical	Rx	Total	Medical	Rx	Total	Medical	Rx	Total
1	Paid Claims (Jul 2023 through Jun 2024)	\$2,742,190	\$1,307,496	\$4,049,686	\$20,774,816	\$11,647,267	\$32,422,083	\$23,517,006	\$12,954,763	\$36,471,769
2	Claim Adjustments	\$0	<b>\$</b> 0	<b>\$</b> 0	<b>\$</b> 0	<b>\$</b> 0	<b>\$</b> 0	<b>\$</b> 0	\$0	<b>\$</b> 0
3	Plan Change Adjustments	\$0	<b>\$</b> 0	<b>\$</b> 0	\$0	<b>\$</b> 0	<b>\$</b> 0	<b>\$</b> 0	\$0	<b>\$</b> 0
4	Rx Change Adjustments (Rx Rebates)	\$0	(\$228,048)	(\$228,048)	\$0	(\$2,031,467)	(\$2,031,467)	<b>\$</b> 0	(\$2,259,515)	(\$2,259,515)
5	Large Claim Adjustment (Pooling Level: \$475,000)	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>(\$81,020)</u>	<u>\$0</u>	<u>(\$81,020)</u>	<u>(\$81,020)</u>	<u>\$0</u>	<u>(\$81,020)</u>
6	Adjusted Paid Claims	\$2,742,190	\$1,079,448	\$3,821,638	\$20,693,796	\$9,615,800	\$30,309,596	\$23,435,986	\$10,695,248	\$34,131,234
7	Beginning Reserves @ 7/01/2023	(\$563,751)	(\$71,503)	(\$635,254)	(\$2,285,007)	(\$655,945)	(\$2,940,951)	(\$2,848,758)	(\$727,448)	(\$3,576,205)
8	Ending Reserves @ 6/30/2024	<u>\$563,751</u>	\$71,503	<u>\$635,254</u>	\$2,285,007	<u>\$655,945</u>	<u>\$2,940,951</u>	<u>\$2,848,758</u>	\$727,448	<u>\$3,576,205</u>
9	Incurred Claims (Jul 2023 through Jun 2024)	\$2,742,190	\$1,079,448	\$3,821,638	\$20,693,796	\$9,615,800	\$30,309,596	\$23,435,986	\$10,695,248	\$34,131,234
10	Total Covered Employees (May 2023 through Apr 2024)	<u>8,117</u>	<u>8,117</u>	<u>8,117</u>	<u>37,630</u>	<u>37,630</u>	<u>37,630</u>	<u>45,747</u>	<u>45,747</u>	<u>45,747</u>
11	Claims Cost PEPM	\$337.83	\$132.99	\$470.82	\$549.93	\$255.54	\$805.46	\$512.30	\$233.79	\$746.09
12	Trend Factor	<u>1.0913</u>	<u>1.1068</u>	<u>1.0957</u>	<u>1.0913</u>	<u>1.1068</u>	1.0962	<u>1.0913</u>	1.1068	<u>1.0962</u>
13	Projected Claims Cost Per Employee	\$368.68	\$147.19	\$515.87	\$600.14	\$282.83	\$882.96	\$559.07	\$258.76	\$817.83
14	Recommended Funding Margin	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	<u>0.0%</u>	0.0%	0.0%
15	Adjusted Projected Claims	\$368.68	\$147.19	\$515.87	\$600.14	\$282.83	\$882.96	\$559.07	\$258.76	\$817.83
	Fixed Costs PEPM									
16	Specific Stop-Loss Premium PEPM (Estimate)			\$34.42			\$30.16			\$30.92
17	Aggregate Stop-Loss Premium PEPM (Estimate)			\$0.00			\$0.00			\$0.00
18	Anthem Network & Administrative Fees			\$38.70			\$38.70			\$38.70
19	All Other Program Fees			<u>\$24.55</u>			<u>\$22.55</u>			<u>\$22.90</u>
	Total Fixed Costs			\$97.67			\$91.41			\$92.52
20	Required Premium PEPM			\$613.54			\$974.37			\$910.35
21	Current Premium PEPM			\$959.72			\$872.47			\$887.95
22	Required Increase			-36.07%			11.68%			2.52%
	[	1			1			1		
23	Current Subscribers (June 2021)	647	647		3,217	3,217		3,864	3,864	

23	Current Subscribers (June 2021)	647	647	3,2	17	3,217	3,864	3,864
24	Base Trend	6.0%	7.0%	6.0	%	7.0%	6.0%	7.0%
25	Months Trended	18	18	18	3	18	18	18



# Self-Funded Dental Renewal

# Effective January 1, 2025 through December 31, 2025

# Experience Data from July 1, 2023 through June 30, 2024

		County of Fresno	County of Tulare	SJVIA
1	Paid Claims (7/1/2023 - 6/30/2024)	\$2,867,615	\$1,432,517	\$4,300,132
2	Beginning Reserve	(127,126)	(70,719)	(197,845)
3	Ending Reserve	188,176	92,119	280,295
4	Incurred Claims	\$2,928,665	\$1,453,917	\$4,382,582
5	Covered Employees	59,728	34,047	93,775
6	Incurred Claims/EE/Month	\$49.03	\$42.70	\$46.74
7	Trend Factor 5.0%	1.0759	1.0759	1.0759
8	Expected Incurred Claims (1/1/2025 - 12/31/2025)	\$52.76	\$45.95	\$50.28
9	Administration	<b>\$4.4</b> 0	\$4.40	\$4.40
10	Plan Adjustments	\$0.00	\$0.00	\$0.00
11	Calculated Funding Level Without Margin	\$57.16	\$50.35	\$54.68
12	Current Average Funding Level	\$62.42	\$50.38	\$58.06
13	Calculated Funding Action Without Margin = $(10)/(11)$	-8.43%	-0.06%	-5.82%
14	Recommended Margin = Margin % x (8) 2.0%	\$1.06	\$0.92	\$1.01
15	Calculated Funding Level With Margin = $(10)+(13)$	\$58.22	\$51.27	\$55.69
16	Current Average Funding Level = (11)	\$62.42	\$50.38	\$58.06
17	Calculated Funding Action With Margin = $(14)/(15)$	-6.74%	1.76%	-4.09%



# Fully Insured Vision Underwriting Total SJVIA - The plans are fully insured with VSP with a two-year rate guarantee for 2024 - 2025.

# Fully Insured VSP Vision Renewal Estimate

# Effective January 1, 2025 through December 31, 2025

# Experience Data from July 1, 2023 through June 30, 2024

		County of Fresno	County of Tulare	SJVIA
1	Paid Claims (7/1/2023 - 6/30/2024)	\$400,795	\$210,463	\$611,258
2	Beginning Reserve 5%	(18,315)	(10,083)	(28,398)
3	Ending Reserve 5%	20,040	10,523	30,563
4	Incurred Claims	\$402,520	\$210,903	\$613,423
5	Covered Employees	55,212	36,421	91,633
6	Incurred Claims/EE/Month	\$7.29	\$5.79	\$6.69
7	Trend Factor 3.5%	1.0530	1.0530	1.0530
8	Expected Incurred Claims (1/1/2025 - 12/31/2025)	\$7.68	\$6.10	\$7.05
9	Administration	\$1.36	\$1.36	\$1.36
10	Plan Adjustments	\$0.00	\$0.00	\$0.00
11	Calculated Funding Level Without Margin	\$9.04	\$7.46	\$8.41
12	Current Average Funding Level	\$10.38	\$6.09	\$8.67
13	Calculated Funding Action Without Margin = $(10)/(11)$	-12.91%	22.50%	-3.00%
14	Recommended Margin = Margin % x (8) 2.0%	\$0.15	\$0.12	\$0.14
15	Calculated Funding Level With Margin = $(10)+(13)$	\$9.19	\$7.58	\$8.55
16	Current Average Funding Level = (11)	\$10.38	\$6.09	\$8.67
17	Calculated Funding Action With Margin = $(14)/(15)$	-11.43%	24.50%	-1.37%



o							2024										2025				
County of Fresno Bi-Weekly HMO Rates	Lives		Kaiser Rate		Margin		SJVIA Admin.		Vision		SJVIA Rate		Kaiser Rate		Margin		SJVIA Admin.		Vision		SJVIA Rate
Subscriber Only	1153	\$	488.74	\$	4.89	\$	5.69	\$	-	\$	499.32	\$	529.57	\$	5.30	\$	5.80	\$	-	\$	540.67
Subscriber & Spouse	83	\$	877.11	\$	8.77	\$	5.69	\$	-	\$	891.57	\$	950.39	\$	9.50	\$	5.80	\$	-	\$	965.69
Subscriber & Child(ren)	405	\$	773.25	\$	7.73	\$	5.69	\$	-	\$	786.67	\$	837.85	\$	8.38	\$	5.80	\$	-	\$	852.03
Subscriber & Family	<u>123</u>	<u>\$</u>	1,160.67	<u>\$</u>	11.61	<u>\$</u>	5.69	\$	-	<u>\$</u>	1,177.97	\$	1,257.63	<u>\$</u>	12.58	\$	5.80	<u>\$</u>	_	<u>\$</u>	1,276.01
Annual Amount	1,764	\$	28,398,396	\$	284,044	\$	260,966	\$	-	\$	28,943,406	\$	30,770,852	\$	307,857	\$	266,011	\$	-	\$	31,344,720
\$ Difference												\$	2,372,456	\$	23,813	\$	5,045	\$	-	\$	2,401,314
% Difference													8.35%		8.38%		1.93%		0.00%		8.30%
County of Fresno				,			2024			,				,			2025				
Bi-Weekly DHMO Rates	Lives		Kaiser		Margin		SJVIA		Vision		SJVIA		Kaiser		Margin		SJVIA		Vision		SJVIA
		4	Rate		Ū		Admin.	4			Rate	4	Rate		<u> </u>		Admin.				Rate
Subscriber Only	73	\$	356.95		3.57	\$	5.69	\$	-	\$	366.21	\$	381.47	\$		\$	5.80	\$	-	\$	391.08
Subscriber & Spouse	6	\$	640.60	\$	6.41	\$	5.69	\$	-	\$	652.70	\$	684.61	\$		\$	5.80	\$	-	\$	697.26
Subscriber & Child(ren)	18	\$	564.74	\$	5.65	\$	5.69	\$	-	\$	576.08	\$	603.53	\$		\$	5.80	\$	-	\$	615.37
Subscriber & Family	<u>15</u>	<u>\$</u>	847.70	<u>\$</u>	8.48	<u>\$</u>	5.69	<u>\$</u>		<u>\$</u>	861.87	<u>\$</u>	905.93	<u>\$</u>		<u>\$</u>	5.80	<u>\$</u>	<u> </u>	<u>\$</u>	<u>920.79</u>
Annual Amount	112	\$	1,372,326	\$	13,727	\$	16,569	\$	-	\$	1,402,623	\$	1,466,594	\$		\$	16,890	\$	-	\$	1,498,144
\$ Difference												\$	94,268	\$		\$	320	\$	-	\$	95,521
% Difference							2024			]			6.87%		6.80%		1.93% <b>2025</b>		0.00%		6.81%
County of Tulare			Kaiser	T			SJVIA			1	SIVIA		Kaiser	[			SJVIA				SJVIA
Monthly HMO Rates	Lives		Rate		Margin		Admin.		Vision		Rate		Rate		Margin		Admin.		Vision		Rate
Subscriber Only	28	\$	1,112.59	\$	11.13	\$	10.32	\$	-	\$	1,134.04	\$	1,205.49	\$	12.05	\$	10.51	\$	-	\$	1,228.05
Subscriber & Spouse	4	\$	2,225.18	\$	22.25	\$	10.32	\$	-	\$	2,257.75	\$	2,410.98	\$	24.11	\$	10.51	\$	-	\$	2,445.60
Subscriber & Child(ren)	3	\$	2,013.78	\$	20.14	\$	10.32	\$	-	\$	2,044.24	\$	2,181.94	\$	21.82	\$	10.51	\$	-	\$	2,214.27
Subscriber & Family	1	\$	3,337.78	\$	33.38	<u>\$</u>	10.32	<u>\$</u>	<u> </u>	<u>\$</u>	3,381.48	<u>\$</u>	3,616.47	<u>\$</u>	36.16	<u>\$</u>	10.51	\$		<u>\$</u>	3,663.14
Annual Amount	36	\$	1,285,241	\$	12,855	\$	9,660	\$	-	\$	1,307,756	\$	1,392,558	\$	13,922	\$	9,837	\$	-	\$	1,416,318
\$ Difference												\$	107,317	\$	1,067	\$	178	\$	-	\$	108,561
% Difference													8.35%		8.30%		1.84%		0.00%		8.30%
County of Tulare				,			2024			,				·			2025				
Monthly DHMO Rates	Lives		Kaiser Rate		Margin		SJVIA Admin.		Vision		SJVIA Rate		Kaiser Rate		Margin		SJVIA Admin.		Vision		SJVIA Rate
Subscriber Only	23	\$	853.15	\$	8.53	\$	10.32	\$	-	\$	872.00	\$	924.55	\$	9.25	\$	10.51	\$	-	\$	944.31
		\$	1,706.30	\$	17.06	\$	10.32	\$	-	\$	1,733.68	\$	1,849.10	\$	18.49	\$	10.51	\$	-	\$	1,878.10
Subscriber & Spouse	4	Ť										Ċ.	4 672 44		46 70	ι.				~	1,700.68
Subscriber & Spouse Subscriber & Child(ren)	7	\$	1,544.20	\$	15.44	\$	10.32	\$	-	\$	1,569.96	\$	1,673.44	\$	16.73	\$	10.51	\$	-	\$	1,700.00
			1,544.20 2,559.46	\$ <u>\$</u>	15.44 25.59	\$ <u>\$</u>	10.32 10.32	\$ \$	-	\$ <u>\$</u>	1,569.96 2,595.37	ې \$	2,773.65	ې <u>ډ</u>	16.73 27.74	\$ \$	10.51 10.51	\$ \$	-	\$ \$	2,811.90
Subscriber & Child(ren)	7	\$		1						1				1	27.74	1 '			- 		
Subscriber & Child(ren) Subscriber & Family	7 <u>0</u>	\$ <u>\$</u>	2,559.46	<u>\$</u>	25.59	<u>\$</u>	10.32	<u>\$</u>		<u>\$</u>	2,595.37	<u>\$</u>	2,773.65	<u>\$</u>	27.74 10,499	; \$	10.51	<u>\$</u>	- - -	<u>\$</u>	2,811.90

# Keenan

# Kaiser Senior Advantage – County of Tulare

County of Tulare		Kaiser KPSA Rates			
Kaiser Senior Advantage	Enrollment	2024	2025		
Subscriber with Medicare	10	\$284.51	\$308.75		
Subscriber with Medicare + Spouse with Medicare	<u>1</u>	<u>\$569.02</u>	\$617.50		
Total	11	\$40,969.44	\$44,460.00		
\$ Difference			\$3,490.56		
% Difference			8.52%		



# **Delta Dental – Self-Funded PPO**

COF - Dental PPO	Enrollment		2024		2025
Employee Only	3,313	\$	50.29	\$	50.29
Employee + Spouse	410	\$	80.19	\$	80.19
Employee + Children	1,008	\$	69.88	\$	69.88
Employee + Family	<u>457</u>	<u>\$</u>	102.58	<u>\$</u>	102.58
Total	5,188	\$	3,801,681	\$	3,801,681
\$ Difference				\$	-
% Difference					0.00%
COT - Dental PPO	Enrollment		2024		2025
	Linonnent		2024		2025
Employee Only	2,216	\$	40.30	\$	40.30
		\$ \$			
Employee Only	2,216	1	40.30	\$	40.30
Employee Only Employee + Spouse	2,216 225	\$	40.30 69.87	\$ \$	40.30 69.87
Employee Only Employee + Spouse Employee + Children	2,216 225 333	\$ \$	40.30 69.87 79.17	\$ \$	40.30 69.87 79.17
Employee Only Employee + Spouse Employee + Children <u>Employee + Family</u>	2,216 225 333 <u>132</u>	\$ \$ <u>\$</u>	40.30 69.87 79.17 117.53	\$ \$ <u>\$</u>	40.30 69.87 79.17 117.53

# **Delta Dental – Fully Insured DHMO**

County of Fresno - DHMO	Enrollment		2024		2025
Employee Only	1,318	\$	27.38	\$	27.38
Employee + Spouse	126	\$	47.51	\$	47.51
Employee + Children	280	\$	47.83	\$	47.83
Employee + Family	<u>85</u>	<u>\$</u>	68.95	\$	68.95
Total	1,809	\$	735,915	\$	735,915
\$ Difference				\$	-
% Difference					0.00%
County of Tulare - DHMO	Enrollment		2024		2025
Employee Only	210	\$	27.38	\$	27.38
Employee Only Employee + Spouse	210 17	\$ \$	27.38 47.51	\$ \$	27.38 47.51
		1 .		•	
Employee + Spouse	17	\$	47.51	\$	47.51
Employee + Spouse Employee + Children	17 35	\$ \$	47.51 47.83	\$ \$	47.51 47.83
Employee + Spouse Employee + Children Employee + Family	17 35 <u>12</u>	\$ \$ <u>\$</u>	47.51 47.83 68.95	\$ \$ \$	47.51 47.83 68.95



# August 23, 2024 Vision Service Plan – VSP

SJVIA 2025 Final Renewal Report

County of Fresno	Enrollment		2024		2025
Employee Only	3223	\$	7.89	\$	7.89
Employee + Spouse	393	\$	14.18	\$	14.18
Employee + Children	859	\$	13.90	\$	13.90
Employee + Family	403	\$	20.35	\$	20.35
Total	4878	\$	613,720	\$	613,720
\$ Difference		\$	-	\$	-
% Difference			0.00%		0.00%
County of Tulare	Enrollment		2024		2025
County of Tulare Employee Only	Enrollment 2375	\$	<b>2024</b> 5.02	\$	<b>2025</b> 5.02
		\$ \$		\$ \$	
Employee Only	2375	1 -	5.02	•	5.02
Employee Only Employee + Spouse	2375 235	\$	5.02 8.47	\$ \$	5.02 8.47
Employee Only Employee + Spouse Employee + Children	2375 235 359	\$ \$	5.02 8.47 8.96	; \$	5.02 8.47 8.96
Employee Only Employee + Spouse Employee + Children Employee + Family	2375 235 359 142	\$ \$ \$	5.02 8.47 8.96 13.36	\$ \$ \$	5.02 8.47 8.96 13.36

VSP rates are guaranteed for 2024 and 2025.





#### SJVIA 2025 Final Renewal Report August 23, 2024

# SJVIA – Fixed Costs

			Fixe	d Cost Sch	edule					
SJVIA			2024				2025			
<b>Total Fixed Costs</b>	EPO PPO/HI		HDHP	OHP Kaiser			PPO/	HDHP	Kaiser	
Built into Rates	Fresno	Fresno	Tulare	Fresno	Tulare	Fresno	Fresno	Tulare	Fresno	Tulare
Specific Stop-Loss Premium PEPM	\$27.45	\$21.16	\$24.02	\$0.00	\$0.00	\$34.42	\$28.34	\$30.16	\$0.00	\$0.00
Aggregate Stop-Loss Premium PEPM	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Anthem Network & Admin. Fees	\$38.00	\$38.00	\$38.00	\$0.00	\$0.00	\$38.70	\$38.70	\$38.70	\$0.00	\$0.00
EmpiRX Admin Fee	\$8.23	\$8.23	\$8.23	\$0.00	\$0.00	\$8.35	\$8.35	\$8.35	\$0.00	\$0.00
Wellness	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50
Claims Mgmt/Communication	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50
Keenan Consulting Fee	\$2.42	\$2.42	\$2.42	\$2.42	\$2.42	\$2.46	\$2.46	\$2.46	\$2.46	\$2.46
KPS Fee	\$1.34	\$1.34	\$1.34	\$0.00	\$0.00	\$1.34	\$1.34	\$1.34	\$0.00	\$0.00
SJVIA Fee	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00
MyWorkplace - Benefit Administration	\$2.90	\$2.90	\$2.90	\$2.90	\$2.90	\$3.05	\$3.05	\$3.05	\$3.05	\$3.05
Navia - Benefit Administration	\$2.00	\$2.00	\$0.00	\$2.00	\$0.00	\$2.00	\$2.00	\$0.00	\$2.00	\$0.00
PCORI Fees	\$0.35	\$0.34	\$0.36	\$0.00	\$0.00	\$0.45	\$0.45	\$0.45	\$0.00	\$0.00
98.6 Rider	\$1.74	\$1.74	\$1.74	\$0.00	\$0.00	\$1.90	\$1.90	\$1.90	\$0.00	\$0.00
Total Fixed Cost	\$88.84	\$82.54	\$83.43	\$12.32	\$10.32	\$97.67	\$91.59	\$91.41	\$12.51	\$10.51
Total Fixed Costs	EPO	PPO/	HDHP	Ka	iser	EPO	PPO/	HDHP	Ka	iser
From Reserves	Fresno	Fresno	Tulare	Fresno	Tulare	Fresno	Fresno	Tulare	Fresno	Tulare
SVIA Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1.77	\$1.77	\$1.77	\$1.77	\$1.77





# County of Fresno Proposed 2025 Rates

County of Fresno Rates to be remitted to SJVIA		Monthl Effective Jan	y Rates uary 1, 2024	l	Projected Monthly Rates Effective January 1, 2025				
	EE	ES	EC	FA	EE	ES	EC	FA	
Anthem PPO \$250	\$1,187.65	\$2,493.10	\$2,258.71	\$3,444.21	\$1,187.65	\$2,493.10	\$2,258.71	\$3,444.21	
Anthem PPO HDHP HSA Pre-65 Retirees	\$914.24	\$1,618.51	\$1,428.18	\$2 <i>,</i> 130.68	\$914.24	\$1,618.51	\$1,428.18	\$2,130.68	
Anthem PPO HDHP HSA Active Ees	\$653.08	\$1,383.36	\$1,240.23	\$1,889.95	\$653.08	\$1,383.36	\$1,240.23	\$1,889.95	
Anthem EPO 500 (excludes VSP Vision)	\$906.97	\$1,642.79	\$1,438.56	\$2,162.78	\$906.97	\$1,642.79	\$1,438.56	\$2,162.78	
Anthem EPO 1000 (excludes VSP Vision)	\$854.30	\$1,547.43	\$1,355.05	\$2,037.23	\$854.30	\$1,547.43	\$1,355.05	\$2,037.23	
Anthem EPO 0 (excludes VSP Vision)	\$1,047.44	\$1,899.91	\$1,663.96	\$2,502.63	\$1,047.44	\$1,899.91	\$1,663.96	\$2,502.63	
Kaiser HMO	\$1,081.86	\$1,931.74	\$1,704.46	\$2,552.27	\$1,147.40	\$2 <i>,</i> 059.18	\$1,815.34	\$2,724.87	
Kaiser HMO HDHP HSA	\$812.78	\$1,448.87	\$1,278.75	\$1,913.28	\$826.52	\$1,483.32	\$1,307.65	\$1,962.85	
Delta Dental PPO	\$50.29	\$80.19	\$69.88	\$102.58	\$50.29	\$80.19	\$69.88	\$102.58	
Delta Dental DHMO	\$27.38	\$47.51	\$47.83	\$68.95	\$27.38	\$47.51	\$47.83	\$68.95	
VSP Vision	\$7.89	\$14.18	\$13.90	\$20.35	\$7.89	\$14.18	\$13.90	\$20.35	

# County of Tulare Proposed 2025 Rates

		Month	y Rates			<b>Projected M</b>	onthly Rates		
County of Tulare Rates		Effective Jar	nuary 1, 2024		Effective January 1, 2025				
to be remitted to SJVIA	EE	ES	EC	FA	EE	ES	EC	FA	
Anthem \$0	\$1,018.11	\$2,035.13	\$1,857.77	\$3,085.45	\$1,089.38	\$2,177.59	\$1,987.81	\$3,301.43	
Anthem \$500	\$766.66	\$1,534.06	\$1,405.03	\$2,419.60	\$820.33	\$1,641.44	\$1,503.38	\$2,588.97	
Anthem \$750	\$673.44	\$1,345.93	\$1,234.98	\$2,051.76	\$720.58	\$1,440.15	\$1,321.43	\$2,195.38	
Anthem \$2,500 HDHP HSA	\$638.26	\$1,275.52	\$1,170.37	\$1,944.46	\$682.94	\$1,364.81	\$1,252.30	\$2,080.57	
Kaiser HMO	\$1,134.04	\$2,257.75	\$2,044.24	\$3,381.48	\$1,228.05	\$2,445.60	\$2,214.27	\$3,663.14	
Kaiser DHMO	\$872.00	\$1,733.68	\$1,569.96	\$2,595.37	\$944.31	\$1,878.10	\$1,700.68	\$2,811.90	
KPSA -Medicare Senior Advantage	\$284.51	\$569.02			\$308.75	\$617.50			
Delta Dental PPO	\$40.30	\$69.87	\$79.17	\$117.53	\$40.30	\$69.87	\$79.17	\$117.53	
Delta Dental DHMO	\$27.38	\$47.51	\$47.83	\$68.95	\$27.38	\$47.51	\$47.83	\$68.95	
VSP Vision	\$5.02	\$8.47	\$8.96	\$13.36	\$5.02	\$8.47	\$8.96	\$13.36	



Page 16





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

**BOARD OF DIRECTORS** 

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

AGENDA DATE:	August 23, 2024
ITEM NUMBER:	Item 13
SUBJECT:	Receive Keenan Pharmacy Services (KPS) Consultant's Report on EmpiRx Actual Pharmacy Performance Compared to Contracted Pharmacy Performance (I)
REQUEST(S):	That the Board receive KPS report on EmpiRx actual performance compared with contracted pharmacy performance.

#### **DESCRIPTION:**

At the July 19, 2024 SJVIA Board meeting, direction was given to review EmpiRx actual performance to contracted performance to ensure contracted requirements are being met.

The accompanying report provides a summary of this analysis.

#### FISCAL IMPACT/FINANCING:

None. Informational only.

#### **ADMINISTRATIVE SIGN-OFF:**

Lupe Garza SJVIA Manager

Hollis Magill SJVIA Assistant Manager

# Keenan<sup>®</sup>

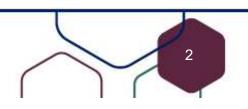
Keenan Pharmacy Services San Joaquin Valley Insurance Authority (SJVIA) RFP Results Compared to Current Preliminary Utilization and 2023 Audit/Contract

Q

Keenan & Associates | CA License No. 0451271 | www.keenan.com

# **Summary** – RFP results compared to current preliminary utilization

- Original RFP was completed in 2022 using plan year 2021 claims
  - The RFP was refreshed in 2023 using projected estimated 2023 claim cost and to include any improved pricing for 2024 – 2025 with optional 2026
    - EmpiRx improved their Average Wholesale Price, Rebate and Clinical Guarantees offering for 2024-2026
- Looking at the first 6 months of 2024 compared to the refresh of 2023
  - Total Rebates for 2023: \$4,774,309 (which were \$907K over the estimate in the refresh)
  - Estimated Rebates through Q2 2024 are \$3,318,600 which is performing above the estimated annualized \$5,451,800 in the proposal
  - Clinical Guarantee is \$1,800,000 and is currently overperforming based on Q1 2024 estimates
    - \$450,000 per quarter
    - Q1 2024 estimated clinical savings \$905,000
    - Estimated Q1 2024 Clinical Savings Overperformance \$455,000
  - Claims cost is increasing; this is due to several factors
    - SJVIA has seen an increase in total members as well as utilizing members
      - 874 new members
        - 227 new utilizers
    - The increase in utilizers has increased total Rx claims being processed
      - In 2023 there were 110,549 Rx's
      - 1/1/2024 6/30/2024 there have been 58,624 Rx's
        - This is 3,676 more Rx's compared to the same time frame in 2023
- Drug Inflation and New Utilization are the Cost Drivers
  - Some Rx's are already close to or have increased in total Rx count and cost from 2023
  - New utilization on High Cost Specialty medications



# **SJVIA- EmpiRx Health** – RFP results compared to current preliminary utilization

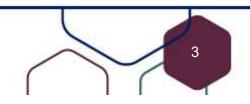
RFP Completed ir	RFP Completed in 2022 and refreshed in 2023 for 2024 plan year							
Original Claims Time Frame Used	1/1/2021 – 12/31/2021	1/1/2023 – 12/31/2023						
Projected Total Plan Cost	\$19,526,161	\$25,550,015						
Estimated Rebates	\$5,451,800	\$3,866,836						
Total Net Projected Plan Cost	\$14,074,361	\$21,683,179						
Total Members	10,169	11,320						
Net Plan Cost PMPM	\$115.34	\$159.62						
Total Rx Count	111,201	110,549						
Clinical Guarantee	\$1,250,000	\$1,250,000						

Actuals	2022 Plan Year (1/1/2022 – 12/31/2022)	2023 Plan Year (1/1/2023 – 12/31/2023)	2024 Plan Year (1/1/2024 – 6/30/2024)*
Total Plan Cost	\$23,994,864	\$25,590,898	\$14,689,795
Rebates	\$2,413,592.00	\$4,774,309.00	\$3,318,600.00**
Total Net Plan Cost	\$21,581,272.00	\$20,816,589.00	\$11,371,195.00
Total Members	10,183	11,320	12,194
Net Plan Cost PMPM	\$176.60	\$153.24	\$155.42
Total Rx Count	107,856	110,549	58,642
Clinical Guarantee	\$1,000,000	\$1,800,000	\$1,800,000 (\$450,000 per Quarter)
Clinical Savings	\$4,894,310	\$5,781,246	\$905,000***
Clinical Guarantee Overperformance	\$3,894,310	\$3,981,246	\$455,000***

\*Preliminary

\*\*Includes Estimated Q2 Rebate

\*\*\*Estimated Q1 Only



# **Top Clinical Cost Drivers by Drug**

					6 months	6 months	6 months	12 months	12 months	12 months
	2024 Rank	Drug Label Name	Drug Group	Speciality Indicator	2024 Claim Count	2024 Utilizers	2024 Ingredient Cost	2023 Claim Count	2023 Utilizers	2023 Ingredient Cost
1	1	OZEMPIC	ANTIDIABETICS	N	1,060	327	\$1,446,931.02	1,512	324	\$1,926,539.77
3	2	WEGOVY	ADHD/ANTI-NARCOLEPSY/ANTI-	N	645	218	\$994,030.61	747	235	\$1,080,538.77
11	3	MOUNJARO	ANTIDIABETICS	N	476	145	\$600,034.95	388	105	\$447,920.71
2	4	HUMIRA PEN	ANALGESICS - ANTI-INFLAMMATORY	Y	72	22	\$576,266.67	164	23	\$1,396,123.48
4	5	DUPIXENT	DERMATOLOGICALS	Y	130	34	\$486,489.18	256	36	\$915,953.26
6	6	JARDIANCE	ANTIDIABETICS	N	291	145	\$403,921.72	455	146	\$590,996.57
9	7	TREMFYA	DERMATOLOGICALS	Y	22	9	\$283,560.11	36	10	\$452,800.84
23	8	SKYRIZI PEN	DERMATOLOGICALS	Y	12	7	\$243,633.23	13	5	\$251,734.67
7	9	EMPAVELI	HEMATOLOGICAL AGENTS - MISC.	Y	6	1	\$235,261.62	13	1	\$492,496.16
8	10	FARXIGA	ANTIDIABETICS	N	160	86	\$232,279.00	368	108	\$472,250.37
12	11	STELARA	DERMATOLOGICALS	Y	8	3	\$216,506.00	19	6	\$429,345.78
n/a	12	KORLYM	ANTIDIABETICS	Y	5	1	\$206,530.56	0	0	\$0.00
5	13	TRULICITY	ANTIDIABETICS	N	154	73	\$204,837.74	582	128	\$830,325.09
10	14	RYBELSUS	ANTIDIABETICS	Ν	111	54	\$200,343.48	282	75	\$451,446.42
13	15	RINVOQ	ANALGESICS - ANTI-INFLAMMATORY	Y	30	7	\$189,698.59	63	10	\$416,168.01
16	16	JANUVIA	ANTIDIABETICS	N	140	67	\$175,684.02	269	86	\$325,927.29
21	17	BIKTARVY	ANTIVIRALS	Y	45	11	\$174,061.72	71	10	\$258,877.73
14	18	LYNPARZA	ANTINEOPLASTICS AND ADJUNCTIVE THERAPIES	Y	10	2	\$170,835.10	21	3	\$341,441.58
19	19	SPRYCEL	ANTINEOPLASTICS AND ADJUNCTIVE THERAPIES	Y	11	2	\$163,541.58	16	2	\$273,417.94
15	20	ELIQUIS	ANTICOAGULANTS	N	148	65	\$159,076.03	347	88	\$330,826.02
n/a	21	VUMERITY	PSYCHOTHERAPEUTIC AND NEUROLOGICAL AGENTS	Y	17	3	\$153,224.57	0	0	\$0.00
n/a	22	TRIKAFTA	RESPIRATORY AGENTS - MISC.	Y	5	1	\$138,570.10	0	0	\$0.00
17	23	ENBREL SURECLICK	ANALGESICS - ANTI-INFLAMMATORY	Y	20	6	\$138,206.96	44	9	\$305,546.68
22	24	ICLUSIG	ANTINEOPLASTICS AND ADJUNCTIVE THERAPIES	Y	6	1	\$130,485.36	12	1	\$252,138.48
n/a	25	LENVIMA 20 MG DAILY DOSE	ANTINEOPLASTICS AND ADJUNCTIVE THERAPIES	Y	5	1	\$126,611.10	0	0	\$0.00



# **Summary** – RFP results compared to 2023 Audit/Contract

- Original RFP was completed in 2022 using plan year 2021 claims
  - RFP was refreshed in 2023 using projected estimated 2023 claim cost and to include any improved pricing for 2024 – 2025 with optional 2026
    - EmpiRx improved their Average Wholesale Price, Rebate and Clinical Guarantees offering for 2024-2026
- 2023 Pharmacy Audit Results
  - Based on the final adjusted annual results, there was a net overperformance of \$1,442,137. Per the contract terms, any clinical savings achieved over the clinical guarantee can be used to offset any shortfalls in the performance of AWP discounts and dispensing fees.

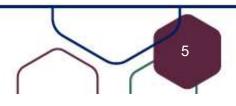
# KPS Reconciliation Audit Summary Jan 2023 - Dec 2023

Total Guarantee Overage/Shortfall	\$1,442,138
Discount Performance Overage/Shortfall	(\$2,539,108)
Clinical Guarantee Overage/Shortfall	\$3,981,246
Less Clinical Guarantee	\$1,800,000
Net Clinical Savings	\$5,781,246

\*KPS conducts a yearly financial audit of EmpiRx clinical savings, Average Wholesale Price

(AWP) discounts and rebate performance against the client's aggregate contractual guarantees.

\*\*2024 will be audited in 2025



# **Contractual Guarantees** – RFP results compared to 2023 Audit/Contract

#### SJVIA Prescription Drug Discount from AWP Guarantees

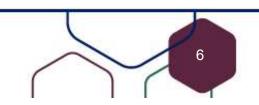
	Origi 202	Refresh Offer Years 2024-2025, 2026 Optional		
Retail	Year	EmpiRx	Year	EmpiRx
1 Generic	2023	85.0%	2024, 2025, 2026	85.00%
2 Brand	2023	19.0%	2024, 2025, 2026	20.00%
4 Specialty	2023	19.0%	2024, 2025, 2026	19.50%
Mail Order				EmpiRx
1 Generic	2023	90.0%	2024, 2025, 2026	90.00%
2 Brand	2023	25.5%	2024, 2025, 2026	25.50%
4 Specialty	2023	23.0%	2024, 2025, 2026	23.00%
Retail 90				EmpiRx
1 Generic	2023	86.0%	2024, 2025, 2026	86.00%
2 Brand	2023	23.0%	2024, 2025, 2026	23.00%
4 Specialty	2023	19.0%	2024, 2025, 2026	19.50%

# 2023 AWP Discount Audit Result

	_	-			Discount	Guaranteed	Guarantee	EmpiRx	KPS vs. EmpiRx
Channel	Туре	Claims	AWP	Ingredient Cost	Achieved	Discount	Overage/Shortfall \$	Reported \$	Difference \$
Mail	Brand	179	\$400,112	\$311,315	22.19%	25.50%	(\$13,232)	(\$13,295)	(\$63.49)
Mail	Generic	948	\$423,412	\$116,161	72.57%	90.00%	(\$73,820)	(\$73,954)	(\$134.43)
Retail 90	Brand	2,457	\$5,217,144	\$4,203,656	19.43%	23.00%	(\$186,455)	(\$187,377)	(\$922.01)
Retail 90	Generic	29,973	\$11,177,169	\$2,399,169	78.54%	86.00%	(\$834,366)	(\$820,055)	\$14,310.64
Retail	Brand	7,368	\$6,534,878	\$5,500,541	15.83%	19.00%	(\$207,290)	(\$208,071)	(\$781.16)
Retail	Generic	53,806	\$7,238,214	\$2,254,224	68.86%	85.00%	(\$1,168,492)	(\$1,160,576)	\$7,915.57
Specialty	Exclusive	2,060	\$8,797,824	\$6,916,041	21.39%	23.00%	(\$141,716)	(\$151,257)	(\$9,540.76)
Specialty	Retail	331	\$1,064,361	\$775,870	27.10%	19.00%	\$86,262	\$86,791	\$529.16
	Grand Total	97,122	\$ <u>40,853,114</u>	\$ <u>22,476,977</u>			(\$2,539,108)	( <u>\$2,527,794</u> )	\$ <u>11,313.52</u>

eenan AWP True Up exceeded EmpiRx Calculated, however true up is offsett by clinical guarantee

\*KPS conducts a yearly financial audit of EmpiRx clinical savings, Average Wholesale Price (AWP) discounts and rebate performance against the client's aggregate contractual guarantees. \*\*2024 will be audited in 2025



# **Rebate Guarantees –** RFP results compared to 2023 Audit/Contract

SJVIA Prescription Drug Rebate Guarantee										
Original Offer 2022 RFP: Year 1: 2023, Year 2 & 3: 2024, 2025 Refresh Offer Years 2024-2025, 2026 Optional										
Rx Rebate PG per Script	Year	Number of scripts	EmpiRx	Year	Number of scripts	EmpiRx	Year	EmpiRx	Year	EmpiRx
Retail 30-day supply	2023	5,604	\$190.00	2024	6,944	\$225.00	2025	\$230.00	2026	\$235.00
Retail 90-day supply	2023	2,268	\$475.00	2024	2,152	\$650.00	2025	\$660.00	2026	\$670.00
Retail Specialty	2023	204	\$1,800.00	2024	60	\$2,600.00	2025	\$2,625.00	2026	\$2,650.00
Mail Order	2023	372	\$500.00	<mark>2024</mark>	680	\$600.00	2025	\$610.00	2026	\$620.00
Specialty Mail Order	2023	612	\$1,800.00	2024	741	\$2,600.00	2025	\$2,625.00	2026	\$2,650.00
Projected Annual Rebate	2023	9,060	\$3,796,860	<mark>2024</mark>	10,577	\$ <mark>5,451,800</mark>	2025	\$5,534,865	2026	\$5,617,930

2023 Rebate Audit Result								
			Min Rebate		EmpiRx	KPS vs. EmpiRx		
Channel	Туре	Claims	Guarantee	Total Rebates	Reported	Difference \$		
Mail	Brand	893	\$500	\$446,500	\$452,000	\$5,500		
Mail	Specialty Exclusive	883	\$1,800	\$1,589,400	\$1,614,600	\$25,200		
Retail90	Brand	2,475	\$475	\$1,175,625	\$1,197,475	\$21,850		
Retail	Brand	7,836	\$190	\$1,488,840	\$1,503,470	\$14,630		
EmpiRx Rebate Tru	EmpiRx Rebate True Up 2022 and Q1 2023 \$6,764 \$6,764 \$6,764							
	Grand Total <u>12,087</u> <u>\$4,700,365</u> <u>\$4,774,309</u> <u>\$73,944</u>							
EmpiRx rebate paid exceeded Keenan Calculated Amount								

\*KPS conducts a yearly financial audit of EmpiRx clinical savings, Average Wholesale Price (AWP) discounts and rebate performance against the client's aggregate contractual guarantees. \*\*2024 will be audited in 2025



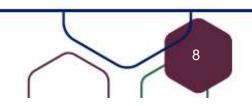
# **Clinical Guarantees –** RFP results compared to 2023 Audit/Contract

SJVIA Prescription Drug Clinical Guarantee				
	Refresh Offer Years 2024-202	5, 2026 Optional		
Clinical Savings Guarantee	Year	EmpiRx	Year	EmpiRx
Clinical Savings Guarantee	2023	\$1,250,000.00	2023, 2024, 2025, 2026	\$1,800,000.00

2023 Clinical Audit Result								
EmpiRx Saving Group	EmpiRx Clinical Type	Claims	KPPC Clinical Savings	EmpiRx Clinical Savigns	Clinical Savings Varicance			
Clinical	CR	2,397	\$5,535,780	\$5,535,786	(\$5.97)			
Drug Utilization Review	DUR	120	\$245,466	\$245,466	(\$0.22)			
<u>Total</u> 2,517 <u>\$5,781,246</u> <u>\$5,781,252</u> (\$6.19)								
A variance of \$6.19 was identified in KPS clinical review due to rounding of pennies.								

2023 Clinical Audit Result	
Net Clinical Savings	\$5,781,246
Less Clinical Guarantee	\$1,800,000
Clinical Guarantee Overage/Shortfall	\$3,981,246

\*KPS conducts a yearly financial audit of EmpiRx clinical savings, Average Wholesale Price (AWP) discounts and rebate performance against the client's aggregate contractual guarantees. \*\*2024 will be audited in 2025





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

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

**BOARD OF DIRECTORS** 

AGENDA DATE:	August 23, 2024
ITEM NUMBER:	Item 14
SUBJECT:	Receive Report on the Status of Anthem's Contract with Valley Children's Hospital (I)
REQUEST(S):	That the Board receive the report on the Status of the Anthem's Contract with Valley Children's Hospital (I)

#### **DESCRIPTION:**

Anthem's contract termination with Valley Children's Hospital has been extended from August 11, 2024, as reported at the July 19, 2024 SJVIA Board meeting, to September 17, 2024. Negotiations with Anthem continue.

### FISCAL IMPACT/FINANCING:

Informational only, no fiscal impact.

### **ADMINISTRATIVE SIGN-OFF:**

Lupe Garza SJVIA Manager

Hollis Magill SJVIA Assistant Manager



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

STEVE BRANDAU NATHAN MAGSIG BUDDY MENDES

LARRY MICARI

**BRIAN PACHECO** 

AMY SHUKLIAN PETE VANDER POEL

**BOARD OF DIRECTORS** 

AGENDA DATE:	August 23, 2024
ITEM NUMBER:	Item 15
SUBJECT:	Approve Request to Cancel October 4, 2024 Meeting of the SJVIA Board (A)
REQUEST(S):	That the Board approve the request to cancel the October 4, 2024 SJVIA Board meeting.

#### **DESCRIPTION:**

SJVIA Management has determined that the annual October Board meeting is no longer required and is requesting that the Board approve the request to cancel the October 4, 2024 meeting.

The Board meetings scheduled for October were canceled in 2022 and 2023. For 2025 the October Board meeting will not be included, thus reducing the number of yearly meetings from six to five.

#### FISCAL IMPACT/FINANCING:

None.

**ADMINISTRATIVE SIGN-OFF:** 

Lupe Garza SJVIA Manager

Holli**s Magth** SJVIA Assistant Manager



BOARD OF DIRECTORS

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

# Board of Directors Meetings REVISED 2024 SCHEDULE

Date	Time	City	Location
February 9, 2024 (Friday)	9:00am - 12:00pm	Fresno	Fresno County BOS Chambers
May 3, 2024 (Friday)	9:00am - 12:00pm	Visalia	Tulare County BOS Chambers
July 19, 2024 (Friday)	9:00am - 12:00pm	Fresno	Fresno County BOS Chambers
August 23, 2024 (Friday)	9:00am - 12:00pm	Visalia	Tulare County BOS Chambers
December 6, 2024 (Friday)	9:00am - 12:00pm	Visalia	Tulare County BOS Chambers

### **LOCATIONS:**

#### Fresno County Board of Supervisors Chambers

2281 Tulare Street, #301 Fresno, CA 93721

### Fresno County Plaza Ballroom\*

2220 Tulare Street Fresno, CA 93721

### FCERA - Fresno County Employees' Retirement Association\*

7772 N. Palm Avenue Fresno, CA 93711

### **Tulare County Board of Supervisors Chambers**

2800 W. Burrel Avenue Visalia, CA 93291

# **TCERA** - Tulare County Employee Retirement Association\*

136 N. Akers Street Visalia, CA 93291

\*Alternate location should County Board of Supervisors Chambers not be available

Updated: 08/23/2024



Meeting Location: County of Fresno Board of Supervisors Chambers 2281 Tulare Street, #301 Fresno, CA 93721 July 19, 2024 9:00 AM **BOARD OF DIRECTORS** 

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

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the SJVIA Manager at 559-636-4900 or the Assistant SJVIA Manager at 559-600-1801. Notification 48 hours prior to the meeting will help enable staff to make reasonable arrangements to ensure meaningful access.

1. Call to Order

The meeting was called to order by Director Shuklian at 9:03 AM

- 2. Pledge of Allegiance
- 3. Roll Call

All Directors present

4. Approval of Agenda (A)

Motion to Approve by Director Mendes; Second by Director Magsig; Motion approved unanimously

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

No public comments were made

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the SJVIA Manager at 559-636-4900 or the Assistant SJVIA Manager at 559-600-1801. Notification 48 hours prior to the meeting will enable staff to make reasonable arrangements to ensure accessibility. Documents related to the items on this Agenda submitted to the Board after distribution of the Agenda packet are available for public inspection at the County of Fresno plaza Building, 2220 Tulare St, 14<sup>th</sup> Floor, Fresno, CA during normal business hours. All documents are also posted online to www.sjvia.org.



Meeting Location: County of Fresno Board of Supervisors Chambers 2281 Tulare Street, #301 Fresno, CA 93721 July 19, 2024 9:00 AM

#### **BOARD OF DIRECTORS**

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

6. Approval of Minutes - Board Meeting of May 3, 2024 (A)

Motion to Approve by Director Brandau; Second by Director Mendes; Motion approved unanimously

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

Presented by by Matt Blanks, County of Fresno

8. Receive the 2023 Audited Financial Statements (I)

Presented by Fausto Hinojosa, Price Paige & Company

9. Receive Consultant's Medical, Dental, and Vision Experience Reports through May 2024 with Update on Projected Plan Experience Surplus Accumulation and Projections (I)

Presented by Bordan Darm, Keenan

# Note: direction was given by the Board to present Agenda Item 13 and Item 14 before coming back to Agenda Item 10

13. Request to Retroactively Approve an Increase in Appropriations for Fiscal Year 2023 – 2024 (A)

Presented by by Rochelle Garcia, County of Fresno

Motion to Approve by Director Magsig; Second by Director Vander Poel; Motion approved unanimously

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the SJVIA Manager at 559-636-4900 or the Assistant SJVIA Manager at 559-600-1801. Notification 48 hours prior to the meeting will enable staff to make reasonable arrangements to ensure accessibility. Documents related to the items on this Agenda submitted to the Board after distribution of the Agenda packet are available for public inspection at the County of Fresno plaza Building, 2220 Tulare St, 14<sup>th</sup> Floor, Fresno, CA during normal business hours. All documents are also posted online to www.sjvia.org.



Meeting Location: County of Fresno Board of Supervisors Chambers 2281 Tulare Street, #301 Fresno, CA 93721 July 19, 2024 9:00 AM

#### BOARD OF DIRECTORS

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

14. Request Approval of an Increase in the SJVIA Administration Fee from \$2.00 Per Employee Per Month (PEPM) to \$3.77 PEPM (A)

Presented by Bordan Darm, Keenan

Motion to table Agenda Item and receive SJVIA Management recommendation at upcoming August 23, 2024 Board Meeting by Director Magsig; Second by Director Vander Poel; Motion approved unaimously

10. Adopt Proposed Budget for Fiscal Year 2024-2025 (A)

Presented by Bordan Darm, Keenan

Motion to table Agenda Item until the upcoming August 23, 2024 Board Meeting by Director Magsig; Second by Director Micari; Motion approved unanimously

11. Receive Keenan Pharmacy Services Consultant's Report on EmpiRx Pharmacy Utilization and an Update on the Variable Copay Assistance Program (VCAP) (I)

Presented by Michele Porter, Keenan Pharmacy Services

Direction was given by Board to review EmpiRx experience to see if it is in alignment with proposed projections provided during the Request for Proposal (RFP) PBM marketing and provide an update at a future Board meeting.

12. Receive Consultant's Report on Plan Year 2025 Preliminary Renewal and Provide Direction to Staff to Finalize the 2025 Renewal (A) (I)

Presented by Bordan Darm, Keenan

It was noted that this Agenda Item should be reflected as an Informational Item (I) rather than an Action Item (A)

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the SJVIA Manager at 559-636-4900 or the Assistant SJVIA Manager at 559-600-1801. Notification 48 hours prior to the meeting will enable staff to make reasonable arrangements to ensure accessibility. Documents related to the items on this Agenda submitted to the Board after distribution of the Agenda packet are available for public inspection at the County of Fresno plaza Building, 2220 Tulare St, 14<sup>th</sup> Floor, Fresno, CA during normal business hours. All documents are also posted online to www.sjvia.org.



#### **BOARD OF DIRECTORS**

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

Meeting Location: County of Fresno Board of Supervisors Chambers 2281 Tulare Street, #301 Fresno, CA 93721 July 19, 2024 9:00 AM

15. Receive Report on the Status of Anthem's Contract with Valley Children's Hospital (I)

Presented by Bordan Darm, Keenan

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

No questions, announcements or activity reports were made

17. Adjournment

The meeting adjourned at 10:00 AM

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the SJVIA Manager at 559-636-4900 or the Assistant SJVIA Manager at 559-600-1801. Notification 48 hours prior to the meeting will enable staff to make reasonable arrangements to ensure accessibility. Documents related to the items on this Agenda submitted to the Board after distribution of the Agenda packet are available for public inspection at the County of Fresno plaza Building, 2220 Tulare St, 14<sup>th</sup> Floor, Fresno, CA during normal business hours. All documents are also posted online to www.sjvia.org.



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

**BOARD OF DIRECTORS** 

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

AGENDA DATE:	August 23, 2024
ITEM NUMBER:	Item 19
SUBJECT:	Approve and Authorize President to Execute SJVIA Agreement with Alinea Imaging Associates, Inc. to Provide Mammography Services For an Initial Three-Year Term with Two One-Year Options to Extend the Agreement (A)
REQUEST(S):	That the Board approve and authorize the President to execute Agreement with Alinea Imaging Associates, Inc., effective August 23, 2024.

#### **DESCRIPTION:**

The SJVIA has been in contract with Alinea Imaging Associates, Inc. since 2021 to provide mammography screening services to the SJVIA membership. Staff recommends entering into a new agreement effective August 23, 2024 for an initial three-year term with two one-year options to extend the agreement.

#### FISCAL IMPACT/FINANCING:

Mammography Screenings - No cost to the employee

- \$150 per exam
  - Anthem: Contractor will bill exams through Anthem insurance as a "well check" procedure at \$150 per exam.
  - Kaiser: Contractor will invoice SJVIA at \$150 per exam

#### Travel & Event Fees

- \$700 per night for lodging
- \$3/mile from Contractor's Pomona or Sacramento office
- \$1,500 for a one or two-day event

### **AGENDA**: San Joaquin Valley Insurance Authority

### **DATE:** August 23, 2024

- Minimum cost for one-day event: \$6,000 (event fee plus cost of \$150/exam at 30 exams/day)
- Minimum cost for two-day event: \$10,500 (event fee plus cost of \$150/exam at 30 exams/day)

# **ADMINISTRATIVE SIGN-OFF:**

Lupe Garza SJVIA Manager

Hollis Magily SJVIA Assistant Manager

1	SERVICE AGREEMENT	
2	This Service Agreement ("Agreement") is dated August 23, 2024, and is between Alinea	
3	Imaging Associates, Inc, a California corporation ("Contractor"), and the San Joaquin Valley	
4	Insurance Authority, a California joint powers agency ("SJVIA").	
5	Recitals	
6	A. The SJVIA is a joint powers agency that purchases health, pharmacy, vision, dental,	
7	and life insurance for the employees of its Participating Entities. For purposes of this	
8	Agreement, the County of Tulare and the County of Fresno are the "Participating Entities" of the	
9	SJVIA, and each is a "Participating Entity" of the SJVIA.	
10	B. In order to promote the health and wellness of the employees of its Participating	
11	Entities, the SJVIA wishes to provide mobile mammography screening services to those	
12	employees according to the terms of this Agreement.	
13	C. The Contractor represents that it is ready, willing, and able to provide those mobile	
14	mammography screening services according to the terms of this Agreement.	
15	The parties therefore agree as follows:	
16	Article 1	
17	Contractor's Services	
18	1.1 <b>Scope of Mammography Services.</b> The Contractor shall perform all of the	
19	mammography services provided in Exhibit A to this Agreement, titled "Scope of Mammography	
20	Services."	
21	1.2 <b>Compliance with Laws.</b> The Contractor shall, at its own cost, comply with all	
22	applicable federal, state, and local laws and regulations in the performance of its obligations	
23	under this Agreement, including but not limited to workers compensation, labor, and	
24	confidentiality laws and regulations.	
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1	Article 2		
2	SJVIA's Responsibilities		
3	2.1 The SJVIA shall perform or cause its Participating Entities to perform the activities		
4	provided in Exhibit B to this Agreement, titled "SJVIA Responsibilities."		
5	Article 3		
6	Compensation, Invoices, and Payments		
7	3.1 <b>Compensation.</b> The SJVIA agrees to pay, and the Contractor agrees to receive,		
8	compensation for the performance of its services under this Agreement as described in Exhibit		
9	C to this Agreement, titled "Compensation."		
10	3.2 <b>Invoices.</b> The services performed under this Agreement will be billed through		
11	Anthem Blue Cross and processed as a wellness claim with no cost to the employee. Invoices		
12	for unfulfilled exam and cancellation charges outlined in Exhibit C shall be emailed to SJVIA-		
13	Admin@fresnocountyca.gov and shall include a detailed summary of the number of claims		
14	processed through Anthem Blue Cross and the number of unfulfilled exams. The services		
15	performed under this Agreement for Kaiser Permanente members will be invoiced to the SJVIA		
16	with no cost to the employee. Invoices for screenings and unfulfilled exam and cancellation		
17	charges outlined in Exhibit C shall be emailed to <u>SJVIA-Admin@fresnocountyca.gov</u> and if		
18	applicable shall include a detailed summary of the number of screenings performed and the		
19	number of unfulfilled exams.		
20	3.3 <b>Payment.</b> The SJVIA shall pay each correctly completed and timely submitted		
21	invoice within 30 business days after receipt. The SJVIA shall remit any payment to the		
22	Contractor's address specified in the invoice.		
23	3.4 <b>Incidental Expenses.</b> The Contractor is solely responsible for all of its expenses		
24	that are not specified as payable by the SJVIA under this Agreement.		
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1	Article 4
2	Term of Agreement
3	4.1 <b>Term.</b> This Agreement is effective on August 23, 2024, and terminates on August 22,
4	2027]. The term of this Agreement may be extended for no more than two additional one-year
5	terms by modification as provided in section 13.1 of this Agreement.
6	Article 5
7	Notices
8	5.1 <b>Contact Information.</b> The persons and their addresses having authority to give and
9	receive notices provided for or permitted under this Agreement include the following:
10	For the SJVIA: SJVIA Manager
11	2220 Tulare Street, 14th Floor Fresno, California 93721
12	SJVIA-Admin@fresnocountyca.gov
13	For the Contractor: Adrianne Valladolid
14	Alinea Medical Imaging 2475 North Garey Avenue
15	Pomona, California 91767 adrianne.valladolid@rezolutai.com
16	5.2 <b>Change of Contact Information.</b> Either party may change the information in section
17	5.1 by giving notice as provided in section 5.3.
18	5.3 <b>Method of Delivery.</b> All notices between the SJVIA and the Contractor provided for
19	or permitted under this Agreement must be in writing and delivered either by personal service,
20	by first-class United States mail, by an overnight commercial courier service, by telephonic
21	facsimile transmission, or by Portable Document Format (PDF) document attached to an email.
22	(A) A notice delivered by personal service is effective upon service to the recipient.
23	(B) A notice delivered by first-class United States mail is effective three County of
24	Fresno business days after deposit in the United States mail, postage prepaid,
25	
26	addressed to the recipient.
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1 (C) A notice delivered by an overnight commercial courier service is effective one 2 County of Fresno business day after deposit with the overnight commercial courier 3 service, delivery fees prepaid, with delivery instructions given for next day delivery, 4 addressed to the recipient. 5 (D) A notice delivered by PDF document attached to an email is effective when 6 transmission to the recipient is completed (but, if such transmission is completed outside 7 of County of Fresno or County of Tulare business hours, then such delivery is deemed to 8 be effective at the next beginning of a County of Fresno or County of Tulare business 9 day), provided that the sender maintains a machine record of the completed 10 transmission. 11 5.4 **Claims Presentation.** For all claims arising from or related to this Agreement. nothing in this Agreement establishes, waives, or modifies any claims presentation 12 13 requirements or procedures provided by law, including the Government Claims Act (Division 3.6 14 of Title 1 of the Government Code, beginning with section 810). 15 Article 6 **Termination and Suspension** 16 17 6.1 **Termination for Non-Allocation of Funds.** The terms of this Agreement are 18 contingent on the approval of funds by the appropriating government agency. If sufficient funds 19 are not allocated, then the SJVIA, upon at least 30 days' advance written notice to the 20 Contractor, may: 21 (A) Modify the services provided by the Contractor under this Agreement; or 22 (B) Terminate this Agreement. 23 6.2 **Termination for Breach.** 24 (A) Upon determining that a breach (as defined in paragraph (C) below) has 25 occurred, the SJVIA may give written notice of the breach to the Contractor. The written 26 4

1 notice may suspend performance under this Agreement, and must provide at least 30 2 days for the Contractor to cure the breach. 3 (B) If the Contractor fails to cure the breach to the SJVIA's satisfaction within the 4 time stated in the written notice, the SJVIA may terminate this Agreement immediately. 5 (C) For purposes of this section, a breach occurs when, in the determination of the 6 SJVIA, the Contractor has: 7 (1) Obtained or used funds illegally or improperly; 8 (2) Failed to comply with any part of this Agreement; 9 (3) Submitted a substantially incorrect or incomplete report to the SJVIA; or 10 (4) Improperly performed any of its obligations under this Agreement. 6.3 11 **Termination without Cause.** In circumstances other than those set forth above, the 12 SJVIA may terminate this Agreement by giving at least 30 days advance written notice to the 13 Contractor. 14 6.4 No Penalty or Further Obligation. Any termination of this Agreement by the SJVIA 15 under this Article 6 is without penalty to or further obligation of the SJVIA. 16 6.5 SJVIA's Rights upon Termination. Upon termination for breach under this Article 6, 17 the SJVIA may demand repayment by the Contractor of any monies disbursed to the Contractor 18 under this Agreement that, in the SJVIA's sole judgment, were not expended in compliance with 19 this Agreement. The SJVIA shall promptly refund all such monies upon demand. This section 20 survives the termination of this Agreement. 21 Article 7 22 Independent Contractor 23 7.1 Status. In performing under this Agreement, the Contractor, including its officers, 24 agents, employees, and volunteers, is at all times acting and performing as an independent 25 contractor, in an independent capacity, and not as an officer, agent, servant, employee, joint 26 venturer, partner, or associate of the SJVIA. 5

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7.2 Supervision. The SJVIA has no right to control, supervise, or direct the manner or
 method of the Contractor's performance under this Agreement, but the SJVIA may verify that
 the Contractor is performing according to the terms of this Agreement.

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

7.4 Services to Others. The parties acknowledge that, during the term of this
Agreement, the Contractor may provide services to others unrelated to the SJVIA.

#### Article 8

#### Indemnity and Defense

8.1 **Indemnifiable Losses.** For purposes of this Article 8, the phrase "Indemnifiable Loss" includes all claims, demands, injuries, damages, costs, expenses (including attorney fees and costs), fines, penalties, and liabilities of any kind.

8.2 **Indemnity.** The Contractor shall indemnify the SJVIA (including its officers, agents, employees, and volunteers) against any Indemnifiable Loss to the SJVIA, the Contractor, or any third party that arises from or relates to the performance or failure to perform by the Contractor (or any of its officers, agents, or employees) under this Agreement.

8.3 Defense. If requested by the SJVIA, the Contractor shall defend actions or
proceedings brought or threatened against the SJVIA (including its officers, agents, employees,
and volunteers) for any Indemnifiable Loss to the SJVIA, or any third party that arises from or
relates to the performance or failure to perform by the Contractor (or any of its officers, agents,
or employees) under this Agreement. The SJVIA may conduct or participate in its own defense
without affecting the Contractor's obligation to indemnify or defend the SJVIA.

1 8.4 **Survival.** This Article 8 survives the termination or expiration of this Agreement. 2 Article 9 3 Insurance 9.1 4 The Contractor shall comply with all of the insurance requirements in Exhibit D to this 5 Agreement. Article 10 6 7 Inspections, Audits, and Public Records 8 10.1 Inspection of Documents. The Contractor shall make available to the SJVIA, and 9 the SJVIA may examine at any time during business hours and as often as the SJVIA deems 10 necessary, all of the Contractor's records and data with respect to the matters covered by this 11 Agreement. The Contractor shall, upon request by the SJVIA, permit the SJVIA to audit and inspect all of such records and data to ensure the Contractor's compliance with the terms of this 12 13 Agreement. 14 10.2 State Audit Requirements. If the compensation to be paid by the SJVIA under this 15 Agreement exceeds \$10,000, the Contractor is subject to the examination and audit of the 16 California State Auditor, as provided in Government Code section 8546.7, for a period of three 17 years after final payment under this Agreement. This section survives the termination of this 18 Agreement. 19 10.3 **Public Records.** The SJVIA may publicly disclose this Agreement under the Ralph 20 M. Brown Act (California Government Code, Title 5, Division 2, Part 1, Chapter 9, beginning with 21 section 54950). This Agreement, and any record or data that the Contractor may provide to the 22 SJVIA, regardless of whether it is marked as confidential or having restricted access, except for 23 records that are subject to the Health Insurance Portability and Accountability Act ("HIPAA") as 24 provided in Article 11 of this Agreement, is subject to public disclosure as a public record under

the California Public Records Act (California Government Code, Title 1, Division, beginning with
section 7920.000 et seq) ("CPRA").

10.4 News and Promotional Releases. News releases and promotional activities
 regarding the services provided by the Contractor under this Agreement shall be undertaken
 only in a manner that is mutually acceptable, in advance, to both parties and upon their
 respective express, prior written approval. Nothing in this section limits the information that may
 be provided by SJVIA staff to the board of directors for the SJVIA that is subject to disclosure
 under the CPRA, or any other information that is subject to disclosure under the CPRA.

#### Article 11

### **Confidential Information**

11.1 The SJVIA will provide personnel information to the Contractor including, but not
limited to, names of Participating Entities' eligible employees or participants who have elected to
receive a bilateral screening mammography exam at a screening event under this Agreement,
for the sole and exclusive purpose of performing mammography services as provided in Exhibit
A to this agreement.

11.2 All data, programs, and other materials provided to the Contractor by the SJVIA (including under section 11.1, above), by Participating Entities, or by eligible employees or participants in connection with this Agreement are deemed "Confidential Information." The Contractor, including its officers, agents, and employees shall not disclose Confidential Information to any third party without the express prior written consent of the SJVIA, and the affected eligible employee or participant.

11.3 The Contractor shall protect Confidential Information from inadvertent disclosure to any third party in the same manner that it protects its own confidential information, unless such disclosure is required in response to a validly issued subpoena or other process of law. The provisions of this Article 11 survive the termination or expiration of this Agreement.

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# Article 12

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### Health Insurance Portability and Accountability Act (HIPAA)

3 12.1 The parties to this Agreement shall be in strict conformance with all applicable Federal and State of California laws and regulations, including but not limited to Sections 5328, 4 5 10850, and 14100.2 et seq. of the Welfare and Institutions Code, Sections 2.1 and 431.300 et 6 seq. of Title 42, Code of Federal Regulations (CFR), Section 56 et seq. of the California Civil 7 Code, Sections 11977 and 11812 of Title 22 of the California Code of Regulations, and the 8 Health Insurance Portability and Accountability Act (HIPAA), including but not limited to Section 9 1320 D et seq. of Title 42, United States Code (USC) and its implementing regulations, 10 including, but not limited to Title 45, CFR, Parts 142, 160, 162, and 164, The Health Information 11 Technology for Economic and Clinical Health Act (HITECH) regarding the confidentiality and 12 security of patient information, and the Genetic Information Nondiscrimination Act (GINA) of 13 2008 regarding the confidentiality of genetic information.

14 12.2 Except as otherwise provided in this Agreement, the Contractor, as a Business 15 Associate of SJVIA, may use or disclose Protected Health Information (PHI) to perform 16 functions, activities or services for or on behalf of SJVIA, as specified in this Agreement, 17 provided that such use or disclosure shall not violate the Health Insurance Portability and 18 Accountability Act (HIPAA), 42 USC 1320d et seq. The uses and disclosures of PHI may not be 19 more expansive than those applicable to the SJVIA, as the "Covered Entity" under the HIPAA 20 Privacy Rule (45 CFR 164.500 et seq.), except as authorized for management, administrative or 21 legal responsibilities of the Business Associate.

12.3 The Contractor, including its subcontractors and employees, shall protect, from
unauthorized access, use, or disclosure of names and other identifying information, including
genetic information, concerning persons receiving services pursuant to this Agreement, except
where permitted in order to carry out data aggregation purposes for health care operations [45
CFR Sections 164.504 (e)(2)(i), 164.504 (3)(2)(ii)(A), and 164.504 (e)(4)(i)] This pertains to any

1 and all persons receiving services pursuant to a SJVIA funded program. This requirement 2 applies to electronic PHI. The Contractor shall not use such identifying information or genetic 3 information for any purpose other than carrying out the Contractor's obligations under this 4 Agreement.

5 12.4 The Contractor, including its subcontractors and employees, shall not disclose any 6 such identifying information or genetic information to any person or entity, except as otherwise 7 specifically permitted by this Agreement, authorized by Subpart E of 45 CFR Part 164 or other 8 law, required by the Secretary, or authorized by the client/patient in writing. In using or 9 disclosing PHI that is permitted by this Agreement or authorized by law, the Contractor shall 10 make reasonable efforts to limit PHI to the minimum necessary to accomplish intended purpose 11 of use, disclosure or request.

12.5 For purposes of the above sections, identifying information shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print, or photograph.

15 12.6 For purposes of the above sections, genetic information shall include genetic tests of family members of an individual or individual, manifestation of disease or disorder of family 16 17 members of an individual, or any request for or receipt of, genetic services by individual or 18 family members. Family member means a dependent or any person who is first, second, third, 19 or fourth degree relative.

20 12.7 The Contractor shall provide access, at the request of SJVIA, and in the time and 21 manner designated by the SJVIA, to PHI in a designated record set (as defined in 45 CFR 22 Section 164.501), to an individual or to the SJVIA in order to meet the requirements of 45 CFR Section 164.524 regarding access by individuals to their PHI. With respect to individual requests, access shall be provided within thirty (30) days from request. Access may be extended if the Contractor cannot provide access and provides individual with the reasons for

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the delay and the date when access may be granted. PHI shall be provided in the form and
 format requested by the individual or SJVIA.

(A) The Contractor shall make any amendment(s) to PHI in a designated record set at the request of SJVIA or individual, and in the time and manner designated by the SJVIA in accordance with 45 CFR Section 164.526.

(B) The Contractor shall provide to the SJVIA or to an individual, in a time and manner designated by the SJVIA, information collected in accordance with 45 CFR Section 164.528, to permit the SJVIA to respond to a request by the individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

10 12.8 The Contractor shall report to the SJVIA, in writing, any knowledge or reasonable 11 belief that there has been unauthorized access, viewing, use, disclosure, security incident, or 12 breach of unsecured PHI not permitted by this Agreement of which it becomes aware, 13 immediately and without reasonable delay and in no case later than two (2) business days of 14 discovery. Immediate notification shall be made to the SJVIA's Privacy Officer within two (2) 15 business days of discovery. The notification shall include, to the extent possible, the 16 identification of each individual whose unsecured PHI has been, or is reasonably believed to 17 have been, accessed, acquired, used, disclosed, or breached. The Contractor shall take prompt 18 corrective action to cure any deficiencies and any action pertaining to such unauthorized 19 disclosure required by applicable Federal and State Laws and regulations. The Contractor shall 20 investigate such breach and is responsible for all notifications required by law and regulation or 21 deemed necessary by the SJVIA and shall provide a written report of the investigation and 22 reporting required to the SJVIA's Privacy Officer. This written investigation and description of 23 any reporting necessary shall be postmarked as mailed to the SJVIA's Privacy Officer within the 24 thirty (30) working days of the discovery of the breach.

25 12.9 The Contractor shall make its internal practices, books, and records relating to the
26 use and disclosure of PHI received from SJVIA, or created or received by the Contractor on

behalf of SJVIA, in compliance with HIPAA's Privacy Rule, including, but not limited to the
 requirements set forth in Title 45, CFR, Parts 160 and 164. The Contractor shall make its
 internal practices, books, and records relating to the use and disclosure of PHI received from
 SJVIA, or created or received by the Contractor on behalf of the SJVIA, available to the
 Secretary upon demand.

12.10 The Contractor shall cooperate with the compliance and investigation reviews
conducted by the Secretary. PHI access to the Secretary must be provided during the
Contractor's normal business hours, however, upon exigent circumstances access at any time
must be granted. Upon the Secretary's compliance or investigation review, if PHI is unavailable
to the Contractor and in possession of a subcontractor, it must certify efforts to obtain the
information to the Secretary.

12.11 Safeguards.

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

(B) CONTRACTOR shall implement strong access controls and other security safeguards and precautions in order to restrict logical and physical access to

1	confidential, personal (e.g., PHI) or sensitive data to authorized users only. Said
2	safeguards and precautions shall include the following administrative and technical
3	password controls for all systems used to process or store confidential, personal, or
4	sensitive data:
5	(1) Passwords must NOT be:
6	(a) Shared or written down where they are accessible or recognizable by
7	anyone else; such as taped to computer screens, stored under
8	keyboards, or visible in a work area;
9	(b) A dictionary word; or
10	(c) Stored in clear text
11	(2) Passwords must be:
12	(a) Eight characters or more in length;
13	(b) Changed every 90 days;
14	(c) Changed immediately if revealed or compromised; and
15	(d) Composed of characters from at least three of the following four groups
16	from the standard keyboard:
17	(i) Upper case letters (A-Z);
18	(ii) Lowercase letters (a-z);
19	(iii) Arabic numerals (0 through 9); and
20	(iv) Non-alphanumeric characters (punctuation symbols).
21	(C) The Contractor shall implement the following security controls on each
22	workstation or portable computing device (e.g., laptop computer) containing confidential,
23	personal, or sensitive data:
24	(1) Network-based firewall and/or personal firewall;
25	(2) Continuously updated anti-virus software; and
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(3) Patch management process including installation of all operating system/software vendor security patches.

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

(E) The Contractor shall not transmit confidential, personal, or sensitive data via email or other internet transport protocol unless the data is encrypted by a solution that has been validated by the National Institute of Standards and Technology (NIST) as conforming to the Advanced Encryption Standard (AES) Algorithm. The Contractor must apply appropriate sanctions against its employees who fail to comply with these safeguards. The Contractor must adopt procedures for terminating access to PHI when employment of employee ends.

12.12 **Mitigation of Harmful Effects.** The Contractor shall mitigate, to the extent practicable, any harmful effect that is suspected or known to the Contractor of an unauthorized access, viewing, use, disclosure, or breach of PHI by the Contractor or its subcontractors in violation of the requirements of these provisions. The Contractor must document suspected or known harmful effects and the outcome.

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

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12.14 Employee Training and Discipline. The Contractor shall train and use reasonable
 measures to ensure compliance with the requirements of these provisions by employees who
 assist in the performance of functions or activities on behalf of SJVIA under this Agreement and
 use or disclose PHI and discipline such employees who intentionally violate any provisions of
 these provisions, including termination of employment.
 12.15 Termination for Cause. Upon the SJVIA's knowledge of a material breach of this

7 Article 12 by the Contractor, the SJVIA shall either:

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

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

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

12.16 **Judicial or Administrative Proceedings.** The SJVIA may terminate this Agreement in accordance with the provisions of this Agreement if:

(A) The Contractor is found guilty in a criminal proceeding for a violation of the HIPAA Privacy or Security Laws or the HITECH Act; or

(B) There is a finding or stipulation that the Contractor has violated a privacy or security standard or requirement of the HITECH Act, HIPAA or other security or privacy laws in an administrative or civil proceeding in which the Contractor is a party.

12.17 Effect of Termination. Upon termination or expiration of this Agreement for any
reason, the Contractor shall return or destroy all PHI received from SJVIA (or created or
received by the Contractor on behalf of the SJVIA) that the Contractor still maintains in any
form, and shall retain no copies of such PHI. If return or destruction of PHI is not feasible, it shall
continue to extend the protections of these provisions to such information, and limit further use

of such PHI to those purposes that make the return or destruction of such PHI infeasible. This
 provision shall apply to PHI that is in the possession of subcontractors or agents, if applicable,
 of the Contractor. If the Contractor destroys the PHI data, a certification of date and time of
 destruction shall be provided to the SJVIA by the Contractor.

5 12.18 Disclaimer. The SJVIA makes no warranty or representation that compliance by the
6 Contractor with these provisions, the HITECH Act, HIPAA or the HIPAA regulations will be
7 adequate or satisfactory for the Contractor's own purposes or that any information in the
8 Contractor's possession or control, or transmitted or received by the Contractor, is or will be
9 secure from unauthorized access, viewing, use, disclosure, or breach. The Contractor is solely
10 responsible for all decisions made by the Contractor regarding the safeguarding of PHI.

11 12.19 **Amendment.** The parties acknowledge that federal and State laws relating to 12 electronic data security and privacy are rapidly evolving and that amendment of this Agreement 13 may be required to provide for procedures to ensure compliance with such developments. The 14 parties specifically agree to take such action as is necessary to amend this Agreement in order 15 to implement the standards and requirements of HIPAA, the HIPAA regulations, the HITECH 16 Act and other applicable laws relating to the security or privacy of PHI. The SJVIA may 17 terminate this Agreement upon 30 days' written notice if the Contractor does not enter into an 18 amendment providing assurances regarding the safeguarding of PHI that the SJVIA in its sole 19 discretion, deems sufficient to satisfy the standards and requirements of HIPAA, the HIPAA 20 regulations and the HITECH Act.

12.20 No Third-Party Beneficiaries. Nothing express or implied in the terms and
conditions of these provisions is intended to confer, nor shall anything herein confer, upon any
person other than the SJVIA or the Contractor and their respective successors or assigns, any
rights, remedies, obligations or liabilities whatsoever.

12.21 Interpretation. The provisions of this Article 12 shall be interpreted as broadly as
necessary to implement and comply with HIPAA, the HIPAA regulations and applicable State

1	laws. The parties agree that any ambiguity in the provisions of this Article 12 shall be resolved in
2	favor of a meaning that complies and is consistent with HIPAA and the HIPAA regulations.
3	12.22 <b>Regulatory References.</b> A reference in the provisions of this Article 12 to a section
4	in the HIPAA regulations means the section as in effect or as amended.
5	12.23 <b>Survival.</b> The provisions of this Article 12 survive the termination or expiration of this
6	Agreement.
7	12.24 No Waiver of Obligations. No change, waiver or discharge of any liability or
8	obligation under this Article 12 on any one or more occasions shall be deemed a waiver of
9	performance of any continuing or other obligation, or shall prohibit enforcement of any obligation
10	on any other occasion.
11	12.25 <b>Definitions.</b> For the purposes of this Article 12:
12	(A) The SJVIA's Privacy Officer is the SJVIA Manager.
13	(B) The Secretary is as defined in 45 CFR Section 160.103.
14	Article 13
15	General Terms
16	13.1 <b>Modification.</b> This Agreement may not be modified, and no waiver is effective,
17	except by another written agreement that is signed by both parties.
18	13.2 <b>Non-Assignment.</b> Neither party may assign rights or delegate its obligations under
19	this Agreement without the prior written consent of the other party.
20	13.3 <b>Governing Law.</b> The laws of the State of California govern all matters arising from
21	or related to this Agreement.
22	13.4 <b>Jurisdiction and Venue.</b> This Agreement is signed and performed in Fresno
23	County, California. Contractor consents to California jurisdiction for actions arising from or
24	related to this Agreement, and, subject to the Government Claims Act, all such actions must be
25	brought and maintained in the Fresno County Superior Court.
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13.5 Construction. The final form of this Agreement is the result of the parties' combined
 efforts. If anything in this Agreement is found by a court of competent jurisdiction to be
 ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement
 against either party.

5 13.6 Headings. The headings and section titles in this Agreement are for convenience
6 only and are not part of this Agreement.

7 13.7 Severability. If anything in this Agreement is found by a court of competent
8 jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in
9 effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of
10 this Agreement with lawful and enforceable terms intended to accomplish the parties' original
11 intent.

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

13.9 No Waiver. Payment, waiver, or discharge by the SJVIA of any liability or obligation
of the Contractor under this Agreement on any one or more occasions is not a waiver of
performance of any continuing or other obligation of the Contractor and does not prohibit
enforcement by the SJVIA of any obligation on any other occasion.

13.10 Entire Agreement. This Agreement, including its exhibits, is the entire agreement
between the Contractor and the SJVIA with respect to the subject matter of this Agreement, and
it supersedes all previous negotiations, proposals, commitments, writings, advertisements,
publications, and understandings of any nature unless those things are expressly included in
this Agreement. If there is any inconsistency between the terms of this Agreement without its

exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving precedence first to the terms of this Agreement without its exhibits, and then to the terms of the exhibits. 13.11 **No Third-Party Beneficiaries.** This Agreement does not and is not intended to create any rights or obligations for any person or entity except for the parties. 13.12 Authorized Signature. The Contractor represents and warrants to the SJVIA that: (A) The Contractor is duly authorized and empowered to sign and perform its obligations under this Agreement. (B) The individual signing this Agreement on behalf of the Contractor is duly authorized to do so and his or her signature on this Agreement legally binds the Contractor to the terms of this Agreement. 13.13 **Counterparts.** This Agreement may be signed in counterparts, each of which is an original, and all of which together constitute this Agreement. [SIGNATURE PAGE FOLLOWS] 

1	The parties are signing this Agre	ement on the date stated in the introductory clause.
2	VENDOR NAME	SAN JOAQUIN VALLEY INSURANCE AUTHORITY
3	DocuSigned by:	AUTHORITY
4	mel	
5	[NAME] Lina Le, MD [TITLE]	Amy Shuklian, President of the Board of Directors
6	Secretary 8/12/2024	
7		Poviewed and recommended for energy of
8		Reviewed and recommended for approval.
9		SJVIA Manager
10		SJVIA Manager
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# Exhibit A

## Scope of Mammography Services

A. The Contractor shall conduct on-site digital bilateral screening mammography exams
to participants of the SJVIA at various locations and over multiple days for each Participating
Entity. The SJVIA will work with the Contractor to schedule specific dates and times for the
Contractor to provide services.

B. The Contractor shall provide all imaging equipment necessary, and all staff necessary
and qualified, to perform mammography screening under this Agreement.

8 C. The Contractor shall identify a contact person to the SJVIA and the relevant
9 Participating Entity for each screening event. The contact person must be located at the facility
10 and be able to communicate with the Contractor's contact person regarding all details of the
11 screening event.

12 D. The Contractor may only schedule mammography services with a Participating Entity 13 after receiving written approval from the SJVIA Manager, the SJVIA Assistant Manager, or one 14 of their authorized designees, to ensure that the Participating Entity is able to schedule the 15 minimum number of exams provided in Exhibit C. Such services should be scheduled by the 16 Participating Entity at least 60 days in advance of services unless mutually agreed upon by 17 Participating Entity and CONTRACTOR. Upon receiving SJVIA approval, the Contractor shall 18 work directly with Participating Entity to schedule actual dates and locations of mammography 19 services.

20 E. The Contractor shall provide a scheduler website for patients to sign up and schedule21 appointments.

F. The Contractor shall ensure participants who sign up for services on the scheduler
website meet the eligibility criteria for female employees based on the standard American
College of Radiology (ACR) and American Cancer Society (ACS) for obtaining an annual
screening mammogram, including the following:

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1. The patient must:

# Exhibit A

1	a. Be age 40 years or older or, if age 35 to 39 years, sign an Under 40
2	Consent Form;
3	b. Not have had a mammogram in the past year;
4	c. Not be pregnant, currently nursing, or have been nursing within the
5	three months prior to the screening; and
6	d. Be without symptoms of breast cancer.
7	2. Women who have breast implants must be booked for two consecutive
8	appointments, and given more time, because more views are required for the
9	mammogram.
10	G. The Contractor shall provide a notice of privacy practices to each participant before
11	conducting the bilateral screening mammography exam.
12	H. The bilateral screening mammography exam shall result in a written report, including
13	interpretation, by the radiologist who performed the exam. The report shall be sent to the
14	participant's designated physician within 14 business days after the day of service. The
15	Contractor shall provide to each participant either a normal or an abnormal results letter within
16	21 business days after the day of service. The Contractor shall provide a generic outcome
17	report that does not contain unique identifiers pursuant to HIPAA, which will be sent to the
18	SJVIA no later than 14 business days after the last day of service for each Participating Entity.
19	I. The Contractor shall prepare and maintain records of mammography screenings in
20	accordance with the general standards applicable to such recordkeeping and in compliance with
21	all applicable federal and State confidentiality and privacy laws. The Contractor shall maintain
22	such records for at least 10 years after providing the mammography screenings.
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	A-2

1	SJVIA Responsibilities
2	The SJVIA shall perform or cause its Participating Entities to perform the activities
3	provided in this Exhibit B.
4	A. A contact person with the Participating Entity will be identified to the Contractor. The
5	contact person must be located at the facility and be able to communicate with the Contractor's
6	contact person regarding all details of the screening event.
7	B. Screening events must be scheduled in accordance with the Contractor's availability.
8	The Contractor must be notified of each scheduled event at least 60 days in advance.
9	C. For each full-day screening event, a 30-minute lunch break must be allowed in the
10	schedule for the Contractor's employees.
11	D. Screening events must be promoted (for example by email or other media) so that
12	each Participating Entity is able to pre-schedule the minimum number of patients as provided in
13	Exhibit C, paragraph D, to this Agreement.
14	E. The Participating Entity will circulate promotional emails and flyers that inform female
15	employees of the eligibility criteria for screening mammograms based on the standard American
16	College of Radiology and American Cancer Society for obtaining an annual screening
17	mammogram, including the following:
18	1. The patient must:
19	a. Be age 40 years or older or, if age 35 to 39 years, sign an Under 40
20	Consent Form;
21	b. Not have had a mammogram in the past year;
22	c. Not be pregnant, currently nursing, or have been nursing within the
23	three months prior to the mammogram screening; and
24	d. Be without symptoms of breast cancer.
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	B-1

# Exhibit B

1	F. The Participating Entity will provide Contractor with appropriate space to perform	
2	mammography services, which must be either (a) a reserved conference room within the	
3	Participating Entity's building to serve as the on-site clinic with portable machines, or (b)	
4	adequate parking for the mobile coach.	
5	G. Portable Unit Specifications. If the Contractor will be using portable machines to	
6	provide mammography services, the Participating Entity must:	
7	1. Clear a Private space with an area of at least 10 feet by 10 feet with proper	
8	working HVAC ventilation for the Mammography unit (which is 2 pieces) with 2 power	
9	outlets (110V);	
10	2. Provide space that is compliant with the requirements of the Americans with	
11	Disabilities Act of 1990, including wheelchair accessibility and 32-inch wide doors;	
12	3. Provide extra private space and table large enough to accommodate two	
13	chairs next to one power outlet (110V) for the Contractor's Technical Assistant to power	
14	up the Contractor's laptop; and	
15	4. Provide private space (minimum 4'x5') for a patient dressing area.	
16	H. Coach Specifications. If the Contractor will be using its coach to provide	
17	mammography services, the Participating Entity must provide 10 blocked off and marked	
18	parking spaces for the coach, ideally in a designated area close to the entrance, to make it	
19	convenient for the Participating Entity's mammogram screening patients. These parking spaces	
20	must be outdoor, flat, and uncovered as the mobile coach cannot park within a parking garage	
21	or on an incline.	
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	B-2	

# Exhibit C

## Compensation

The Contractor will be compensated for performance of its services under this
Agreement as provided in this Exhibit C. The Contractor is not entitled to any compensation
except as expressly provided in this Exhibit C.

A. Travel fees shall consist of \$700 per night for lodging and \$3/mile from Contractor's
Pomona or Sacramento office, depending on staff availability.

B. Mammography Services under this Agreement are considered "Well Checks" through
Anthem/Blue Cross. The exam is covered 100%, with no cost to the employee. The Contractor
shall bill exams for patients on Anthem PPO and EPO insurance plans through Anthem
insurance as a claim for \$150.00 per exam.

C. Mammography Services under this Agreement shall be provided to employees
enrolled in Kaiser Permanente HMO plans. The Contractor shall invoice exams for patients on
Kaiser Permanente HMO insurance plans for \$150.00 per exam.

14 D. The fee for mammography services, as provided in Exhibit A to this Agreement, is 15 \$150.00 per exam plus \$1,500 for a one or two-day event. The Contractor will bill Anthem for 16 the exams. The SJVIA guarantees a minimum of 30 exams per scheduled day. Notwithstanding 17 the previous sentence, if there are less than 30 eligible exams performed on a scheduled day. 18 the Contractor will bill the SJVIA \$150.00 per unfulfilled exam. The Contractor shall accept 19 patient rollover to cover the minimum on consecutive day events. For example, for a two-day 20 event, the minimum number of exams is 60 in total for the whole event. Minimum cost for a one-21 day event would be \$6,000 and for a two-day event would be \$10,500.

E. No deposit is required before the exam dates; however, the Participating Entity must
schedule exam dates with the Contractor at least 60 days in advance.

Exam dates that are cancelled or rescheduled by the Participating Entity at least
 30 days prior to the event shall not incur cancellation charges.

# Exhibit C

1	2. Exam dates that are cancelled or rescheduled by the Participating Entity within
2	15-29 days of the event will incur a cancellation charge of 25% of the total fee for the
3	exam date. If exam dates are rescheduled at least 15 days prior to the event, the 25%
4	cancellation fee will be waived.
5	3. Exam dates that are cancelled or rescheduled by the Participating Entity within
6	14 days of the exam date will incur a cancellation charge of 50% of the total fee for the
7	exam date. If exam dates are rescheduled 14 days or less prior to the event, the 50%
8	cancellation fee will be waived and the SJVIA will be billed 25% of the total fee to cover
9	the Contractor's cost to reschedule.
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	C-2

# Exhibit D

## Insurance

## 1. Required Policies

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

- (A) Commercial General Liability. Commercial general liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Three Million Dollars (\$3,000,000). This policy must be issued on a per occurrence basis. The Contractor shall obtain an endorsement to this policy naming the San Joaquin Valley Insurance Authority, its officers, agents, employees, and volunteers, individually and collectively, as additional insureds, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insureds will apply as primary insurance and any other insurance, or self-insurance, maintained by the SJVIA is excess only and not contributing with insurance provided under the Contractor's policy.
- (B) **Automobile Liability.** Automobile liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for property damages. Coverage must include any auto used in connection with this Agreement.
- (C) **Workers Compensation.** Workers compensation insurance as required by the California Labor Code.
- (D) Professional Liability. Professional liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Three Million Dollars (\$3,000,000). If this is a claims-made policy, then (1) the retroactive date must be prior to the date on which services began under this Agreement; (2) the Contractor shall maintain the policy and provide to the SJVIA annual evidence of insurance for not less than five years after completion of services under this Agreement; and (3) if the policy is canceled or not renewed, and not replaced with another claims-made policy with a retroactive date prior to the date on which services begin under this Agreement, then the Contractor shall purchase extended reporting coverage on its claims-made policy for a minimum of five years after completion of services under this Agreement.
- (E) Cyber Liability. Cyber liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence. Coverage must include, but not be limited to, claims involving Cyber Risks. The cyber liability policy must be endorsed to cover the full replacement value of damage to, alteration of, loss of, or destruction of intangible property (including but not limited to information or data) that is in the care, custody, or control of the Contractor.

**Definition of Cyber Risks.** "Cyber Risks" include but are not limited to (i) any act or omission that compromises either the security, confidentiality, value, or integrity of any PHI, which may include disclosure of Confidential Information or PHI (collectively, "Personal Information") to an unauthorized third party or any loss or destruction of, or any corruption or damage to, any Personal Information ("Security Breach"); (ii) any act or omission that compromises the physical, technical, administrative, or organizational security procedures and practices put in place by the Contractor that relate to the

# Exhibit D

## Insurance

protection of the security, confidentiality, value, or integrity of Personal Information; (ii) breach of any of the Contractor's obligations under Articles 11 or 12 of this Agreement; (iii) infringement of intellectual property, including but not limited to infringement of copyright, trademark, and trade dress; (iv) invasion of privacy, including release of private information; (v) information theft; (vi) damage to or destruction or alteration of electronic information; (vii) extortion related to the Contractor's obligations under this Agreement regarding electronic information, including Personal Information; (viii) network security; (ix) data breach response costs, including Security Breach response costs; (x) regulatory fines and penalties related to the Contractor's obligations under this Agreement regarding electronic information, including Personal Information; and (xi) credit monitoring expenses.

## 2. Additional Requirements

- (A) Verification of Coverage. Within 30 days after the Contractor signs this Agreement, the Contractor shall deliver, or cause its broker or producer to deliver, to 2220 Tulare St., 14<sup>th</sup> Floor, Fresno, CA 93721, or SJVIA-Admin@fresnocountyca.gov copies of insurance policies as produced by the broker or producer, and certificates of insurance and endorsements for all of the coverages required under this Agreement.
  - (i) All insurance certificates must state that: (1) the insurance coverage has been obtained and is in full force; (2) the SJVIA, its officers, agents, employees, and volunteers are not responsible for any premiums on the policy; and (3) the Contractor has waived its right to recover from the SJVIA, its officers, agents, employees, and volunteers any amounts paid under any insurance policy required by this Agreement and that waiver does not invalidate the insurance policy.
  - (ii) The commercial general liability insurance certificate must also state that: (1) the San Joaquin Valley Insurance Authority, its officers, agents, employees, and volunteers, individually and collectively, are additional insureds insofar as the operations under this Agreement are concerned; (2) the coverage shall apply as primary insurance and any other insurance, or self-insurance, maintained by the SJVIA shall be excess only and not contributing with insurance provided under the Contractor's policy.
  - (iii) The automobile liability insurance certificate must state that the policy covers any auto used in connection with this Agreement.
  - (iv) The professional liability insurance certificate, if it is a claims-made policy, must also state the retroactive date of the policy, which must be prior to the date on which services began under this Agreement.
  - (v) The technology professional liability insurance certificate must also state that coverage encompasses all of the Contractor's obligations under this Agreement, including but not limited to claims involving Cyber Risks, as that term is defined in this Agreement.

# Exhibit D

## Insurance

- (vi) The cyber liability insurance certificate must also state that it is endorsed to cover the full replacement value of damage to, alteration of, loss of, or destruction of intangible property (including but not limited to information or data) that is in the care, custody, or control of the Contractor.
- (B) **Acceptability of Insurers.** All insurance policies required under this Agreement must be issued by admitted insurers licensed to do business in the State of California and possessing at all times during the term of this Agreement an A.M. Best, Inc. rating of A:VII or greater.
- (C) **Notice of Cancellation or Change.** For each insurance policy required under this Agreement, the Contractor shall provide to the SJVIA, or ensure that the policy requires the insurer to provide to the SJVIA, written notice of any cancellation or change in the policy as required in this paragraph. For cancellation of the policy for nonpayment of premium, the Contractor shall, or shall cause the insurer to, provide written notice to the SJVIA not less than 10 days in advance of cancellation. For cancellation of the policy for any other reason, and for any other change to the policy, the Contractor shall, or shall cause the insurer to, provide written notice to the sJVIA not less than 30 days in advance of cancellation or change. The SJVIA in its sole discretion may determine that the failure of the Contractor or its insurer to timely provide a written notice required by this paragraph is a breach of this Agreement.
- (D) SJVIA's Entitlement to Greater Coverage. If the Contractor has or obtains insurance with broader coverage, higher limits, or both, than what is required under this Agreement, then the SJVIA requires and is entitled to the broader coverage, higher limits, or both. To that end, the Contractor shall deliver, or cause its broker or producer to deliver, to the SJVIA Manager copies of insurance policies that have such broader coverage, higher limits, or both, as produced by the broker or producer, and certificates of insurance and endorsements for all of the coverages that have such broader coverage, higher limits, or both, as required under this Agreement.
- (E) Waiver of Subrogation. The Contractor waives its right to recover from the SJVIA, its officers, agents, employees, and volunteers any amounts paid under the policy of worker's compensation insurance required by this Agreement. The Contractor is solely responsible to obtain any policy endorsement that may be necessary to accomplish that waiver, but the Contractor's waiver of subrogation under this paragraph is effective whether or not the Contractor obtains such an endorsement.
- (F) **SJVIA's Remedy for Contractor's Failure to Maintain.** If the Contractor fails to keep in effect at all times any insurance coverage required under this Agreement, the SJVIA may, in addition to any other remedies it may have, suspend or terminate this Agreement upon the occurrence of that failure, or purchase such insurance coverage, and charge the cost of that coverage to the Contractor. The SJVIA may offset such charges against any amounts owed by the SJVIA to the Contractor under this Agreement.



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

**BOARD OF DIRECTORS** 

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

AGENDA DATE:	August 23, 2024
ITEM NUMBER:	Item 20
SUBJECT:	Approve and Authorize President to Execute SJVIA Agreement with Pacific Coast Mobile Radiology, Inc. to Provide Mammography Services For an Initial Three-Year Term with Two One-Year Options to Extend the Agreement (A)
REQUEST(S):	That the Board approve and authorize the President to execute Agreement with Pacific Coast Mobile Radiology, Inc., effective August 23, 2024.

### **DESCRIPTION:**

The SJVIA has been in contract with Pacific Coast Mobile Radiology, Inc. since 2021 to provide mammography screening services to the SJVIA membership. Staff recommends entering into a new agreement effective August 23, 2024 for an initial three-year term with two one-year options to extend the agreement.

### FISCAL IMPACT/FINANCING:

Mammography Screenings - No cost to the employee

- Flat \$3,875 per day, no exam minimum required
- Contractor will invoice the SJVIA

### Travel Fee

• \$1,000 per day

**AGENDA**: San Joaquin Valley Insurance Authority

**DATE:** August 23, 2024

## ADMINISTRATIVE SIGN-OFF:

al 20

Lupe Garza SJVIA Manager

Hollis Magilt SJVIA Assistant Manager

1	SERVICE AGREEMENT
2	This Service Agreement ("Agreement") is dated August 23, 2024, and is between Pacific
3	Coast Mobile Radiology, Inc., a California corporation ("Contractor"), and the San Joaquin
4	Valley Insurance Authority, a California joint powers agency ("SJVIA").
5	Recitals
6	A. The SJVIA is a joint powers agency that purchases health, pharmacy, vision, dental,
7	and life insurance for the employees of its Participating Entities. For purposes of this
8	Agreement, the County of Tulare and the County of Fresno are the "Participating Entities" of the
9	SJVIA, and each is a "Participating Entity" of the SJVIA.
10	B. In order to promote the health and wellness of the employees of its Participating
11	Entities, the SJVIA wishes to provide mobile mammography screening services to those
12	employees according to the terms of this Agreement.
13	C. The Contractor represents that it is ready, willing, and able to provide those mobile
14	mammography screening services according to the terms of this Agreement.
15	The parties therefore agree as follows:
16	Article 1
17	Contractor's Services
18	1.1 Scope of Mammography Services. The Contractor shall perform all of the
19	mammography services provided in Exhibit A to this Agreement, titled "Scope of Mammography
20	Services."
21	1.2 <b>Compliance with Laws.</b> The Contractor shall, at its own cost, comply with all
22	applicable federal, state, and local laws and regulations in the performance of its obligations
23	under this Agreement, including but not limited to workers compensation, labor, and
24	confidentiality laws and regulations.
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1	Article 2
2	SJVIA's Responsibilities
3	2.1 The SJVIA shall perform or cause its Participating Entities to perform the activities
4	provided in Exhibit B to this Agreement, titled "SJVIA Responsibilities."
5	Article 3
6	Compensation, Invoices, and Payments
7	3.1 <b>Compensation.</b> The SJVIA agrees to pay, and the Contractor agrees to receive,
8	compensation for the performance of its services under this Agreement as described in Exhibit
9	C to this Agreement, titled "Compensation."
10	3.2 <b>Invoices.</b> The services performed under this Agreement will be billed directly to the
11	SJVIA at a daily rate. Invoices for services and travel fees, or cancellation charges, as outlined
12	in Exhibit C shall be emailed to SJVIA-Admin@fresnocountyca.gov and if applicable, shall
13	include a detailed summary of the number of exams performed.
14	3.3 Payment. The SJVIA shall pay each correctly completed and timely submitted
15	invoice within 30 business days after receipt. The SJVIA shall remit any payment to the
16	Contractor's address specified in the invoice.
17	3.4 Incidental Expenses. The Contractor is solely responsible for all of its expenses
18	that are not specified as payable by the SJVIA under this Agreement.
19	Article 4
20	Term of Agreement
21	4.1 <b>Term.</b> This Agreement is effective on August 23, 2024, and terminates on August 22,
22	2027. The term of this Agreement may be extended for no more than two additional one-year
23	terms by modification as provided in section 13.1 of this Agreement.
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1	Article 5
2	Notices
3	5.1 <b>Contact Information.</b> The persons and their addresses having authority to give and
4	receive notices provided for or permitted under this Agreement include the following:
5	For the SJVIA:
6	SJVIA Manager 2220 Tulare Street, 14th Floor
7	Fresno, California 93721 SJVIA-Admin@fresnocountyca.gov
8	For the Contractor:
9	Patrick Chavez Pacific Coast Mobile Radiology, Inc. 1440 S. Stata Callage Blud. Suite 2 K
10	1440 S. State College Blvd, Suite 3-K Anaheim, CA 92806 Datrick@nomine.com
11	Patrick@pcmrinc.com
12	5.2 <b>Change of Contact Information.</b> Either party may change the information in section
13	5.1 by giving notice as provided in section 5.3.
14	5.3 Method of Delivery. All notices between the SJVIA and the Contractor provided for
15	or permitted under this Agreement must be in writing and delivered either by personal service,
16	by first-class United States mail, by an overnight commercial courier service, by telephonic
17	facsimile transmission, or by Portable Document Format (PDF) document attached to an email.
18	(A) A notice delivered by personal service is effective upon service to the recipient.
19	(B) A notice delivered by first-class United States mail is effective three County of
20	Fresno business days after deposit in the United States mail, postage prepaid,
21	addressed to the recipient.
22	(C) A notice delivered by an overnight commercial courier service is effective one
23	County of Fresno business day after deposit with the overnight commercial courier
24	service, delivery fees prepaid, with delivery instructions given for next day delivery,
25	addressed to the recipient.
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(D) A notice delivered by PDF document attached to an email is effective when 1 2 transmission to the recipient is completed (but, if such transmission is completed outside 3 of County of Fresno or County of Tulare business hours, then such delivery is deemed to 4 be effective at the next beginning of a County of Fresno or County of Tulare business 5 day), provided that the sender maintains a machine record of the completed 6 transmission. 7 5.4 Claims Presentation. For all claims arising from or related to this Agreement, 8 nothing in this Agreement establishes, waives, or modifies any claims presentation 9 requirements or procedures provided by law, including the Government Claims Act (Division 3.6 10 of Title 1 of the Government Code, beginning with section 810). 11 Article 6 12 **Termination and Suspension** 13 6.1 Termination for Non-Allocation of Funds. The terms of this Agreement are 14 contingent on the approval of funds by the appropriating government agency. If sufficient funds are not allocated, then the SJVIA, upon at least 30 days' advance written notice to the 15 16 Contractor, may: 17 (A) Modify the services provided by the Contractor under this Agreement; or 18 (B) Terminate this Agreement. 19 6.2 Termination for Breach. 20 (A) Upon determining that a breach (as defined in paragraph (C) below) has 21 occurred, the SJVIA may give written notice of the breach to the Contractor. The written notice may suspend performance under this Agreement, and must provide at least 30 22 23 days for the Contractor to cure the breach. 24 (B) If the Contractor fails to cure the breach to the SJVIA's satisfaction within the time stated in the written notice, the SJVIA may terminate this Agreement immediately. 25 26 4

1	(C) For purposes of this section, a breach occurs when, in the determination of the
2	SJVIA, the Contractor has:
3	(1) Obtained or used funds illegally or improperly;
4	(2) Failed to comply with any part of this Agreement;
5	(3) Submitted a substantially incorrect or incomplete report to the SJVIA; or
6	(4) Improperly performed any of its obligations under this Agreement.
7	6.3 <b>Termination without Cause.</b> In circumstances other than those set forth above, the
8	SJVIA may terminate this Agreement by giving at least 30 days advance written notice to the
9	Contractor.
10	6.4 <b>No Penalty or Further Obligation.</b> Any termination of this Agreement by the SJVIA
11	under this Article 6 is without penalty to or further obligation of the SJVIA.
12	6.5 SJVIA's Rights upon Termination. Upon termination for breach under this Article 6,
13	the SJVIA may demand repayment by the Contractor of any monies disbursed to the Contractor
14	under this Agreement that, in the SJVIA's sole judgment, were not expended in compliance with
15	this Agreement. The SJVIA shall promptly refund all such monies upon demand. This section
16	survives the termination of this Agreement.
17	Article 7
18	Independent Contractor
19	7.1 <b>Status.</b> In performing under this Agreement, the Contractor, including its officers,
20	agents, employees, and volunteers, is at all times acting and performing as an independent
21	contractor, in an independent capacity, and not as an officer, agent, servant, employee, joint
22	venturer, partner, or associate of the SJVIA.
23	7.2 <b>Supervision</b> . The SJVIA has no right to control, supervise, or direct the manner or
24	method of the Contractor's performance under this Agreement, but the SJVIA may verify that
25	the Contractor is performing according to the terms of this Agreement.
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7.3 Benefits. Because of its status as an independent contractor, the Contractor has no
 right to employment rights or benefits available to employees of the SJVIA or its Participating
 Entities. The Contractor is solely responsible for providing to its own employees all employee
 benefits required by law. The Contractor shall save the SJVIA harmless from all matters relating
 to the payment of Contractor's employees, including compliance with Social Security
 withholding and all related regulations.

7 7.4 Services to Others. The parties acknowledge that, during the term of this
8 Agreement, the Contractor may provide services to others unrelated to the SJVIA.

### Article 8

### Indemnity and Defense

11 8.1 Indemnifiable Losses. For purposes of this Article 8, the phrase "Indemnifiable
12 Loss" includes all claims, demands, injuries, damages, costs, expenses (including attorney fees
13 and costs), fines, penalties, and liabilities of any kind.

14 8.2 Indemnity. The Contractor shall indemnify the SJVIA (including its officers, agents,
15 employees, and volunteers) against any Indemnifiable Loss to the SJVIA, the Contractor, or any
16 third party that arises from or relates to the performance or failure to perform by the Contractor
17 (or any of its officers, agents, or employees) under this Agreement.

8.3 Defense. If requested by the SJVIA, the Contractor shall defend actions or
proceedings brought or threatened against the SJVIA (including its officers, agents, employees,
and volunteers) for any Indemnifiable Loss to the SJVIA, or any third party that arises from or
relates to the performance or failure to perform by the Contractor (or any of its officers, agents,
or employees) under this Agreement. The SJVIA may conduct or participate in its own defense
without affecting the Contractor's obligation to indemnify or defend the SJVIA.

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8.4 **Survival.** This Article 8 survives the termination or expiration of this Agreement.

Article 9 1 Insurance 2 3 9.1 The Contractor shall comply with all of the insurance requirements in Exhibit D to this 4 Agreement. 5 Article 10 6 Inspections, Audits, and Public Records 7 10.1 Inspection of Documents. The Contractor shall make available to the SJVIA, and 8 the SJVIA may examine at any time during business hours and as often as the SJVIA deems 9 necessary, all of the Contractor's records and data with respect to the matters covered by this 10 Agreement. The Contractor shall, upon request by the SJVIA, permit the SJVIA to audit and 11 inspect all of such records and data to ensure the Contractor's compliance with the terms of this 12 Agreement. 13 10.2 State Audit Requirements. If the compensation to be paid by the SJVIA under this 14 Agreement exceeds \$10,000, the Contractor is subject to the examination and audit of the 15 California State Auditor, as provided in Government Code section 8546.7, for a period of three 16 years after final payment under this Agreement. This section survives the termination of this 17 Agreement. 10.3 Public Records. The SJVIA may publicly disclose this Agreement under the Ralph 18 M. Brown Act (California Government Code, Title 5, Division 2, Part 1, Chapter 9, beginning with 19 20 section 54950). This Agreement, and any record or data that the Contractor may provide to the 21 SJVIA, regardless of whether it is marked as confidential or having restricted access, except for records that are subject to the Health Insurance Portability and Accountability Act ("HIPAA") as 22 provided in Article 11 of this Agreement, is subject to public disclosure as a public record under 23 24 the California Public Records Act (California Government Code, Title 1, Division10, beginning 25 with section 7920.000 et seq) ("CPRA"). 26

10.4 News and Promotional Releases. News releases and promotional activities
 regarding the services provided by the Contractor under this Agreement shall be undertaken
 only in a manner that is mutually acceptable, in advance, to both parties and upon their
 respective express, prior written approval. Nothing in this section limits the information that may
 be provided by SJVIA staff to the board of directors for the SJVIA that is subject to disclosure
 under the CPRA, or any other information that is subject to disclosure under the CPRA.

#### Article 11

#### **Confidential Information**

9 11.1 The SJVIA will provide personnel information to the Contractor including, but not
10 limited to, names of Participating Entities' eligible employees or participants who have elected to
11 receive a bilateral screening mammography exam at a screening event under this Agreement,
12 for the sole and exclusive purpose of performing mammography services as provided in Exhibit
13 A to this Agreement.

14 11.2 All data, programs, and other materials provided to the Contractor by the SJVIA 15 (including under section 11.1, above), by Participating Entities, or by eligible employees or 16 participants in connection with this Agreement are deemed "Confidential Information." The 17 Contractor, including its officers, agents, and employees shall not disclose Confidential 18 Information to any third party without the express prior written consent of the SJVIA, and the 19 affected eligible employee or participant.

11.3 The Contractor shall protect Confidential Information from inadvertent disclosure to
any third party in the same manner that it protects its own confidential information, unless such
disclosure is required in response to a validly issued subpoena or other process of law. The
provisions of this Article 11 survive the termination or expiration of this Agreement.

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### Article 12

### Health Insurance Portability and Accountability Act (HIPAA)

The parties to this Agreement shall be in strict conformance with all applicable 3 12.1 4 Federal and State of California laws and regulations, including but not limited to Sections 5328, 5 10850, and 14100.2 et seq. of the Welfare and Institutions Code, Sections 2.1 and 431.300 et seq. of Title 42, Code of Federal Regulations (CFR), Section 56 et seq. of the California Civil 6 7 Code, Sections 11977 and 11812 of Title 22 of the California Code of Regulations, and the 8 Health Insurance Portability and Accountability Act (HIPAA), including but not limited to Section 9 1320 D et seq. of Title 42, United States Code (USC) and its implementing regulations, 10 including, but not limited to Title 45, CFR, Parts 142, 160, 162, and 164, The Health Information 11 Technology for Economic and Clinical Health Act (HITECH) regarding the confidentiality and security of patient information, and the Genetic Information Nondiscrimination Act (GINA) of 12 13 2008 regarding the confidentiality of genetic information.

14 12.2 Except as otherwise provided in this Agreement, the Contractor, as a Business 15 Associate of SJVIA, may use or disclose Protected Health Information (PHI) to perform 16 functions, activities or services for or on behalf of SJVIA, as specified in this Agreement, 17 provided that such use or disclosure shall not violate the Health Insurance Portability and Accountability Act (HIPAA), 42 USC 1320d et seq. The uses and disclosures of PHI may not be 18 more expansive than those applicable to the SJVIA, as the "Covered Entity" under the HIPAA 19 20 Privacy Rule (45 CFR 164.500 et seq.), except as authorized for management, administrative or 21 legal responsibilities of the Business Associate.

12.3 The Contractor, including its subcontractors and employees, shall protect, from
unauthorized access, use, or disclosure of names and other identifying information, including
genetic information, concerning persons receiving services pursuant to this Agreement, except
where permitted in order to carry out data aggregation purposes for health care operations [45
CFR Sections 164.504 (e)(2)(i), 164.504 (3)(2)(ii)(A), and 164.504 (e)(4)(i)] This pertains to any

and all persons receiving services pursuant to a SJVIA funded program. This requirement
 applies to electronic PHI. The Contractor shall not use such identifying information or genetic
 information for any purpose other than carrying out the Contractor's obligations under this
 Agreement.

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

12 12.5 For purposes of the above sections, identifying information shall include, but not be
13 limited to name, identifying number, symbol, or other identifying particular assigned to the
14 lindividual, such as finger or voice print, or photograph.

15 12.6 For purposes of the above sections, genetic information shall include genetic tests of 16 family members of an individual or individual, manifestation of disease or disorder of family 17 members of an individual, or any request for or receipt of, genetic services by individual or 18 family members. Family member means a dependent or any person who is first, second, third, 19 or fourth degree relative.

12.7 The Contractor shall provide access, at the request of SJVIA, and in the time and
manner designated by the SJVIA, to PHI in a designated record set (as defined in 45 CFR
Section 164.501), to an individual or to the SJVIA in order to meet the requirements of 45 CFR
Section 164.524 regarding access by individuals to their PHI. With respect to individual
requests, access shall be provided within thirty (30) days from request. Access may be
extended if the Contractor cannot provide access and provides individual with the reasons for

the delay and the date when access may be granted. PHI shall be provided in the form and
 format requested by the individual or SJVIA.

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(A) The Contractor shall make any amendment(s) to PHI in a designated record set at the request of SJVIA or individual, and in the time and manner designated by the SJVIA in accordance with 45 CFR Section 164.526.

(B) The Contractor shall provide to the SJVIA or to an individual, in a time and manner designated by the SJVIA, information collected in accordance with 45 CFR Section 164.528, to permit the SJVIA to respond to a request by the individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

10 12.8 The Contractor shall report to the SJVIA, in writing, any knowledge or reasonable 11 belief that there has been unauthorized access, viewing, use, disclosure, security incident, or 12 breach of unsecured PHI not permitted by this Agreement of which it becomes aware. 13 immediately and without reasonable delay and in no case later than two (2) business days of 14 discovery. Immediate notification shall be made to the SJVIA's Privacy Officer within two (2) 15 business days of discovery. The notification shall include, to the extent possible, the 16 identification of each individual whose unsecured PHI has been, or is reasonably believed to 17 have been, accessed, acquired, used, disclosed, or breached. The Contractor shall take prompt 18 corrective action to cure any deficiencies and any action pertaining to such unauthorized disclosure required by applicable Federal and State Laws and regulations. The Contractor shall 19 20 investigate such breach and is responsible for all notifications required by law and regulation or 21 deemed necessary by the SJVIA and shall provide a written report of the investigation and 22 reporting required to the SJVIA's Privacy Officer. This written investigation and description of 23 any reporting necessary shall be postmarked as mailed to the SJVIA's Privacy Officer within the 24 thirty (30) working days of the discovery of the breach.

12.9 The Contractor shall make its internal practices, books, and records relating to the
use and disclosure of PHI received from SJVIA, or created or received by the Contractor on

behalf of SJVIA, in compliance with HIPAA's Privacy Rule, including, but not limited to the
 requirements set forth in Title 45, CFR, Parts 160 and 164. The Contractor shall make its
 internal practices, books, and records relating to the use and disclosure of PHI received from
 SJVIA, or created or received by the Contractor on behalf of the SJVIA, available to the
 Secretary upon demand.

12.10 The Contractor shall cooperate with the compliance and investigation reviews
conducted by the Secretary. PHI access to the Secretary must be provided during the
Contractor's normal business hours, however, upon exigent circumstances access at any time
must be granted. Upon the Secretary's compliance or investigation review, if PHI is unavailable
to the Contractor and in possession of a subcontractor, it must certify efforts to obtain the
information to the Secretary.

#### 12.11 Safeguards.

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

(B) CONTRACTOR shall implement strong access controls and other security safeguards and precautions in order to restrict logical and physical access to

1	confidential, personal (e.g., PHI) or sensitive data to authorized users only. Said
2	safeguards and precautions shall include the following administrative and technical
3	password controls for all systems used to process or store confidential, personal, or
4	sensitive data:
5	(1) Passwords must NOT be:
6	(a) Shared or written down where they are accessible or recognizable by
7	anyone else; such as taped to computer screens, stored under
8	keyboards, or visible in a work area;
9	(b) A dictionary word; or
10	(c) Stored in clear text
11	(2) Passwords must be:
12	(a) Eight characters or more in length;
13	(b) Changed every 90 days;
14	(c) Changed immediately if revealed or compromised; and
15	(d) Composed of characters from at least three of the following four groups
16	from the standard keyboard:
17	(i) Upper case letters (A-Z);
18	(ii) Lowercase letters (a-z);
19	(iii) Arabic numerals (0 through 9); and
20	(iv) Non-alphanumeric characters (punctuation symbols).
21	(C) The Contractor shall implement the following security controls on each
22	workstation or portable computing device (e.g., laptop computer) containing confidential,
23	personal, or sensitive data:
24	(1) Network-based firewall and/or personal firewall;
25	(2) Continuously updated anti-virus software; and
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(3) Patch management process including installation of all operating system/software vendor security patches.

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

(E) The Contractor shall not transmit confidential, personal, or sensitive data via email or other internet transport protocol unless the data is encrypted by a solution that has been validated by the National Institute of Standards and Technology (NIST) as conforming to the Advanced Encryption Standard (AES) Algorithm. The Contractor must apply appropriate sanctions against its employees who fail to comply with these safeguards. The Contractor must adopt procedures for terminating access to PHI when employment of employee ends.

15 12.12 Mitigation of Harmful Effects. The Contractor shall mitigate, to the extent 16 practicable, any harmful effect that is suspected or known to the Contractor of an unauthorized 17 access, viewing, use, disclosure, or breach of PHI by the Contractor or its subcontractors in 18 violation of the requirements of these provisions. The Contractor must document suspected or 19 known harmful effects and the outcome.

12.13 Contractor's Subcontractors. The Contractor shall ensure that any of its 20 contractors, including subcontractors, if applicable, to whom the Contractor provides PHI 21 received from or created or received by the Contractor on behalf of SJVIA, agree to the same 22 restrictions, safeguards, and conditions that apply to the Contractor with respect to such PHI 23 24 and to incorporate, when applicable, the relevant provisions of these provisions into each 25 subcontract or sub-award to such agents or subcontractors.

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

12.15 Termination for Cause. Upon the SJVIA's knowledge of a material breach of this
7 Article 12 by the Contractor, the SJVIA shall either:

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

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

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

12.16 Judicial or Administrative Proceedings. The SJVIA may terminate this Agreement
in accordance with the provisions of this Agreement if:

HIPAA Privacy or Security Laws or the HITECH Act; or

(A) The Contractor is found guilty in a criminal proceeding for a violation of the

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(B) There is a finding or stipulation that the Contractor has violated a privacy or security standard or requirement of the HITECH Act, HIPAA or other security or privacy laws in an administrative or civil proceeding in which the Contractor is a party.

12.17 Effect of Termination. Upon termination or expiration of this Agreement for any
reason, the Contractor shall return or destroy all PHI received from SJVIA (or created or
received by the Contractor on behalf of the SJVIA) that the Contractor still maintains in any
form, and shall retain no copies of such PHI. If return or destruction of PHI is not feasible, it shall
continue to extend the protections of these provisions to such information, and limit further use

of such PHI to those purposes that make the return or destruction of such PHI infeasible. This
 provision shall apply to PHI that is in the possession of subcontractors or agents, if applicable,
 of the Contractor. If the Contractor destroys the PHI data, a certification of date and time of
 destruction shall be provided to the SJVIA by the Contractor.

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

11 12.19 Amendment. The parties acknowledge that federal and State laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Agreement 12 13 may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to amend this Agreement in order 14 to implement the standards and requirements of HIPAA, the HIPAA regulations, the HITECH 15 Act and other applicable laws relating to the security or privacy of PHI. The SJVIA may 16 terminate this Agreement upon 30 days' written notice if the Contractor does not enter into an 17 18 amendment providing assurances regarding the safeguarding of PHI that the SJVIA in its sole 19 discretion, deems sufficient to satisfy the standards and requirements of HIPAA, the HIPAA 20 regulations and the HITECH Act.

12.20 No Third-Party Beneficiaries. Nothing express or implied in the terms and
 conditions of these provisions is intended to confer, nor shall anything herein confer, upon any
 person other than the SJVIA or the Contractor and their respective successors or assigns, any
 rights, remedies, obligations or liabilities whatsoever.

12.21 Interpretation. The provisions of this Article 12 shall be interpreted as broadly as
necessary to implement and comply with HIPAA, the HIPAA regulations and applicable State

1	laws. The parties agree that any ambiguity in the provisions of this Article 12 shall be resolved i				
2	favor of a meaning that complies and is consistent with HIPAA and the HIPAA regulations.				
3	12.22 Regulatory References. A reference in the provisions of this Article 12 to a section				
4	in the HIPAA regulations means the section as in effect or as amended.				
5	12.23 Survival. The provisions of this Article 12 survive the termination or expiration of t				
6	Agreement.				
7	12.24 No Waiver of Obligations. No change, waiver or discharge of any liability or				
8	obligation	under this Article 12 on any one or more occasions shall be deemed a waiver of			
9	performance of any continuing or other obligation, or shall prohibit enforcement of any obligation				
10	on any other occasion.				
11	12.25	Definitions. For the purposes of this Article 12:			
12		(A) The SJVIA's Privacy Officer is the SJVIA Manager.			
13		(B) The Secretary is as defined in 45 CFR Section 160.103.			
11	Article 13				
14		Article 13			
14		Article 13 General Terms			
	13.1				
15		General Terms			
15 16		General Terms Modification. This Agreement may not be modified, and no waiver is effective,			
15 16 17	except by	General Terms Modification. This Agreement may not be modified, and no waiver is effective, another written agreement that is signed by both parties.			
15 16 17 18	except by	General Terms Modification. This Agreement may not be modified, and no waiver is effective, another written agreement that is signed by both parties. Non-Assignment. Neither party may assign rights or delegate its obligations under			
15 16 17 18 19	except by 13.2 this Agree 13.3	General Terms Modification. This Agreement may not be modified, and no waiver is effective, another written agreement that is signed by both parties. Non-Assignment. Neither party may assign rights or delegate its obligations under ment without the prior written consent of the other party.			
15 16 17 18 19 20	except by 13.2 this Agree 13.3	General Terms Modification. This Agreement may not be modified, and no waiver is effective, another written agreement that is signed by both parties. Non-Assignment. Neither party may assign rights or delegate its obligations under ment without the prior written consent of the other party. Governing Law. The laws of the State of California govern all matters arising from			
15 16 17 18 19 20 21	except by 13.2 this Agree 13.3 or related t 13.4	General Terms Modification. This Agreement may not be modified, and no waiver is effective, another written agreement that is signed by both parties. Non-Assignment. Neither party may assign rights or delegate its obligations under ment without the prior written consent of the other party. Governing Law. The laws of the State of California govern all matters arising from to this Agreement.			
15 16 17 18 19 20 21 22	except by 13.2 this Agree 13.3 or related t 13.4 County, Ca	General Terms Modification. This Agreement may not be modified, and no waiver is effective, another written agreement that is signed by both parties. Non-Assignment. Neither party may assign rights or delegate its obligations under ment without the prior written consent of the other party. Governing Law. The laws of the State of California govern all matters arising from to this Agreement. Jurisdiction and Venue. This Agreement is signed and performed in Fresno			
15 16 17 18 19 20 21 22 23	except by 13.2 this Agree 13.3 or related t 13.4 County, Ca related to t	General Terms Modification. This Agreement may not be modified, and no waiver is effective, another written agreement that is signed by both parties. Non-Assignment. Neither party may assign rights or delegate its obligations under ment without the prior written consent of the other party. Governing Law. The laws of the State of California govern all matters arising from to this Agreement. Jurisdiction and Venue. This Agreement is signed and performed in Fresno alifornia. Contractor consents to California jurisdiction for actions arising from or			
<ol> <li>15</li> <li>16</li> <li>17</li> <li>18</li> <li>19</li> <li>20</li> <li>21</li> <li>22</li> <li>23</li> <li>24</li> </ol>	except by 13.2 this Agree 13.3 or related t 13.4 County, Ca related to t	General Terms Modification. This Agreement may not be modified, and no waiver is effective, another written agreement that is signed by both parties. Non-Assignment. Neither party may assign rights or delegate its obligations under ment without the prior written consent of the other party. Governing Law. The laws of the State of California govern all matters arising from to this Agreement. Jurisdiction and Venue. This Agreement is signed and performed in Fresno alifornia. Contractor consents to California jurisdiction for actions arising from or this Agreement, and, subject to the Government Claims Act, all such actions must be			

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

5 13.6 Headings. The headings and section titles in this Agreement are for convenience
6 only and are not part of this Agreement.

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

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

18 13.9 No Waiver. Payment, waiver, or discharge by the SJVIA of any liability or obligation
19 of the Contractor under this Agreement on any one or more occasions is not a waiver of
20 performance of any continuing or other obligation of the Contractor and does not prohibit
21 enforcement by the SJVIA of any obligation on any other occasion.

13.10 Entire Agreement. This Agreement, including its exhibits, is the entire agreement
between the Contractor and the SJVIA with respect to the subject matter of this Agreement, and
it supersedes all previous negotiations, proposals, commitments, writings, advertisements,
publications, and understandings of any nature unless those things are expressly included in
this Agreement. If there is any inconsistency between the terms of this Agreement without its

1	exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving				
2	precedence first to the terms of this Agreement without its exhibits, and then to the terms of the				
3	exhibits.				
4	13.11 No Third-Party Beneficiaries. This Agreement does not and is not intended to				
5	create any rights or obligations for any person or entity except for the parties.				
6	13.12 Authorized Signature. The Contractor represents and warrants to the SJVIA that:				
7	(A) The Contractor is duly authorized and empowered to sign and perform its				
8	obligations under this Agreement.				
9	(B) The individual signing this Agreement on behalf of the Contractor is duly				
10	authorized to do so and his or her signature on this Agreement legally binds the				
11	Contractor to the terms of this Agreement.				
12	13.13 Counterparts. This Agreement may be signed in counterparts, each of which is an				
13	original, and all of which together constitute this Agreement.				
14	[SIGNATURE PAGE FOLLOWS]				
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1	The parties are signing this Agreement on the date stated in the introductory clause			
2 3	AUTH	JOAQUIN VALLEY INSURANCE IORITY		
4	Reyna R. Chare			
5	Amy	Shuklian, President of the Board of		
6	Director Direc	tors		
7				
8	Revie	ewed and recommended for approval.		
9				
10	SJVI/	A Manager		
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# **Exhibit A**

### Scope of Mammography Services

A. The Contractor shall conduct on-site digital bilateral screening mammography exams
to participants of the SJVIA at various locations and over multiple days for each Participating
Entity. The SJVIA will work with the Contractor to schedule specific dates and times for the
Contractor to provide services.

B. The Contractor shall provide all imaging equipment necessary, and all staff necessary
and qualified, to perform mammography screening under this Agreement.

8 C. The Contractor shall identify a contact person to the SJVIA and the relevant
9 Participating Entity for each screening event. The contact person must be located at the facility
10 and be able to communicate with the Contractor's contact person regarding all details of the
11 screening event.

12 D. The Contractor may only schedule mammography services with a Participating Entity after receiving written approval from the SJVIA Manager, the SJVIA Assistant Manager, or one 13 of their authorized designees, to ensure that the Participating Entity is able to schedule the 14 minimum number of exams provided in Exhibit C. Such services should be scheduled by the 15 Participating Entity at least 60 days in advance of services unless mutually agreed upon by 16 Participating Entity and CONTRACTOR. Upon receiving SJVIA approval, the Contractor shall 17 work directly with Participating Entity to schedule actual dates and locations of mammography 18 19 services.

E. The Contractor shall provide a scheduler website for patients to sign up and schedule
appointments.

F. The Contractor shall ensure participants who sign up for services on the scheduler
website meet the eligibility criteria for female employees based on the standard American
College of Radiology (ACR) and American Cancer Society (ACS) for obtaining an annual
screening mammogram, including the following:

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1. The patient must:

	Exhibit A			
1	a. Be age 40 years or older or, if age 35 to 39 years, sign an Under 40			
2	2 Consent Form;			
3	b. Not have had a mammogram in the past year;			
4	c. Not be pregnant, currently nursing, or have been nursing within the			
5	three months prior to the screening; and			
6	d. Be without symptoms of breast cancer.			
7	2. Women who have breast implants must be booked for two consecutive			
8	appointments, and given more time, because more views are required for the			
9	mammogram.			
10	G. The Contractor shall provide a notice of privacy practices to each participant before			
11	conducting the bilateral screening mammography exam.			
12	2 H. The bilateral screening mammography exam shall result in a written report, includ			
13				
14	participant's designated physician within 14 business days after the day of service. The			
15	Contractor shall provide to each participant either a normal or an abnormal results letter within			
16	21 business days after the day of service. The Contractor shall provide a generic outcome			
17	report that does not contain unique identifiers pursuant to HIPAA, which will be sent to the			
18	SJVIA no later than 14 business days after the last day of service for each Participating Entity.			
19	I. The Contractor shall prepare and maintain records of mammography screenings in			
20	accordance with the general standards applicable to such recordkeeping and in compliance with			
21	all applicable federal and State confidentiality and privacy laws. The Contractor shall maintain			
22	such records for at least 10 years after providing the mammography screenings.			
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	Exhibit B			
1	SJVIA Responsibilities			
2	The SJVIA shall perform or cause its Participating Entities to perform the activities			
3	provided in this Exhibit B.			
4	A. A contact person with the Participating Entity will be identified to the Contractor. The			
5	contact person must be located at the facility and be able to communicate with the Contractor's			
6	contact person regarding all details of the screening event.			
7	B. Screening events must be scheduled in accordance with the Contractor's availability.			
8	The Contractor must be notified of each scheduled event at least 60 days in advance.			
9	C. For each full-day screening event, a 30-minute lunch break must be allowed in the			
10	schedule for the Contractor's employees.			
11	D. Screening events must be promoted (for example by email or other media) so that			
12	each Participating Entity is able to pre-schedule the minimum number of patients as provided in			
13	Exhibit C, paragraph D, to this Agreement.			
14	E. The Participating Entity will circulate promotional emails and flyers that inform female			
15	employees of the eligibility criteria for screening mammograms based on the standard American			
16	College of Radiology and American Cancer Society for obtaining an annual screening			
17	mammogram, including the following:			
18	1. The patient must:			
19	a. Be age 40 years or older or, if age 35 to 39 years, sign an Under 40			
20	Consent Form;			
21	b. Not have had a mammogram in the past year;			
22	c. Not be pregnant, currently nursing, or have been nursing within the			
23	three months prior to the mammogram screening; and			
24	d. Be without symptoms of breast cancer.			
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# Exhibit B

1	F. The Participating Entity will provide Contractor with appropriate space to perform				
2	mammography services, which must be either (a) a reserved conference room within the				
3	Participating Entity's building to serve as the on-site clinic with portable machines, or (b)				
4	adequate parking for the mobile coach.				
5	G. Portable Unit Specifications. If the Contractor will be using portable machines to				
6	provide mammography services, the Participating Entity must:				
7	1. Clear a Private space with an area of at least 10 feet by 10 feet with proper				
8	working HVAC ventilation for the Mammography unit (which is 2 pieces) with 2 power				
9	outlets (110V);				
10	2. Provide space that is compliant with the requirements of the Americans with				
11	Disabilities Act of 1990, including wheelchair accessibility and 32-inch wide doors;				
12	3. Provide extra private space and table large enough to accommodate two				
13	chairs next to one power outlet (110V) for the Contractor's Technical Assistant to power				
14	up the Contractor's laptop; and				
15	4. Provide private space (minimum 4'x5') for a patient dressing area.				
16	H. Coach Specifications. If the Contractor will be using its coach to provide				
17	mammography services, the Participating Entity must provide 10 blocked off and marked				
18	parking spaces for the coach, ideally in a designated area close to the entrance, to make it				
19	convenient for the Participating Entity's mammogram screening patients. These parking spaces				
20	must be outdoor, flat, and uncovered as the mobile coach cannot park within a parking garage				
21	or on an incline.				
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### **Exhibit C** 1 Compensation 2 The Contractor will be compensated for performance of its services under this 3 Agreement as provided in this Exhibit C. The Contractor is not entitled to any compensation 4 except as expressly provided in this Exhibit C. 5 A. Travel fee shall be \$1,000 per day. 6 B. Mammography Services under this Agreement shall be provided to Anthem Blue 7 Cross and Kaiser Permanente members and will be billed directly to the SJVIA. 8 C. The fee for mammography services, as provided in Exhibit A to this Agreement, is 9 \$3,875 per day. There is no minimum requirement. 10 D. No deposit is required before the exam dates; however, the Participating Entity must 11 schedule exam dates with the Contractor at least 60 days in advance. 12 1. Exam dates that are cancelled or rescheduled by the Participating Entity at least 13 30 days prior to the event shall not incur cancellation charges. 14 2. Exam dates that are cancelled or rescheduled by the Participating Entity within 15 8-29 days of the event will incur a cancellation charge of 25% of the total fee for the exam date. If exam dates are rescheduled at least 8 days prior to the event, the 25% 16 17 cancellation fee will be waived. 3. Exam dates that are cancelled or rescheduled by the Participating Entity within 18 7 days of the exam date will incur a cancellation charge of 50% of the total fee for the 19 20 exam date. If exam dates are rescheduled 7 days or less prior to the event, the 50% cancellation fee will be waived and the SJVIA will be billed 25% of the total fee to cover 21 22 the Contractor's cost to reschedule. 23 24 25 26 C-1

# Exhibit D

### Insurance

#### 1. Required Policies

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

- (A) Commercial General Liability. Commercial general liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Three Million Dollars (\$3,000,000). This policy must be issued on a per occurrence basis. The Contractor shall obtain an endorsement to this policy naming the San Joaquin Valley Insurance Authority, its officers, agents, employees, and volunteers, individually and collectively, as additional insureds, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insureds will apply as primary insurance and any other insurance, or self-insurance, maintained by the SJVIA is excess only and not contributing with insurance provided under the Contractor's policy.
- (B) Automobile Liability. Automobile liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for property damages. Coverage must include any auto used in connection with this Agreement.
- (C) Workers Compensation. Workers compensation insurance as required by the California Labor Code.
- (D) Professional Liability. Professional liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Three Million Dollars (\$3,000,000). If this is a claims-made policy, then (1) the retroactive date must be prior to the date on which services began under this Agreement; (2) the Contractor shall maintain the policy and provide to the SJVIA annual evidence of insurance for not less than five years after completion of services under this Agreement; and (3) if the policy is canceled or not renewed, and not replaced with another claims-made policy with a retroactive date prior to the date on which services begin under this Agreement, then the Contractor shall purchase extended reporting coverage on its claims-made policy for a minimum of five years after completion of services under this Agreement.
- (E) Cyber Liability. Cyber liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence. Coverage must include, but not be limited to, claims involving Cyber Risks. The cyber liability policy must be endorsed to cover the full replacement value of damage to, alteration of, loss of, or destruction of intangible property (including but not limited to information or data) that is in the care, custody, or control of the Contractor.

**Definition of Cyber Risks.** "Cyber Risks" include but are not limited to (i) any act or omission that compromises either the security, confidentiality, value, or integrity of any PHI, which may include disclosure of Confidential Information or PHI (collectively, "Personal Information") to an unauthorized third party or any loss or destruction of, or any corruption or damage to, any Personal Information ("Security Breach"); (ii) any act or omission that compromises the physical, technical, administrative, or organizational security procedures and practices put in place by the Contractor that relate to the

# Exhibit D

### Insurance

protection of the security, confidentiality, value, or integrity of Personal Information; (ii) breach of any of the Contractor's obligations under Articles 11 or 12 of this Agreement; (iii) infringement of intellectual property, including but not limited to infringement of copyright, trademark, and trade dress; (iv) invasion of privacy, including release of private information; (v) information theft; (vi) damage to or destruction or alteration of electronic information; (vii) extortion related to the Contractor's obligations under this Agreement regarding electronic information, including Personal Information; (viii) network security; (ix) data breach response costs, including Security Breach response costs; (x) regulatory fines and penalties related to the Contractor's obligations under this Agreement regarding electronic information, including Personal Information; and (xi) credit monitoring expenses.

### 2. Additional Requirements

- (A) Verification of Coverage. Within 30 days after the Contractor signs this Agreement, the Contractor shall deliver, or cause its broker or producer to deliver, to 2220 Tulare St., 14<sup>th</sup> Floor, Fresno, CA 93721, or SJVIA-Admin@fresnocountyca.gov copies of insurance policies as produced by the broker or producer, and certificates of insurance and endorsements for all of the coverages required under this Agreement.
  - (i) All insurance certificates must state that: (1) the insurance coverage has been obtained and is in full force; (2) the SJVIA, its officers, agents, employees, and volunteers are not responsible for any premiums on the policy; and (3) the Contractor has waived its right to recover from the SJVIA, its officers, agents, employees, and volunteers any amounts paid under any insurance policy required by this Agreement and that waiver does not invalidate the insurance policy.
  - (ii) The commercial general liability insurance certificate must also state that: (1) the San Joaquin Valley Insurance Authority, its officers, agents, employees, and volunteers, individually and collectively, are additional insureds insofar as the operations under this Agreement are concerned; (2) the coverage shall apply as primary insurance and any other insurance, or self-insurance, maintained by the SJVIA shall be excess only and not contributing with insurance provided under the Contractor's policy.
  - (iii) The automobile liability insurance certificate must state that the policy covers any auto used in connection with this Agreement.
  - (iv) The professional liability insurance certificate, if it is a claims-made policy, must also state the retroactive date of the policy, which must be prior to the date on which services began under this Agreement.
  - (v) The technology professional liability insurance certificate must also state that coverage encompasses all of the Contractor's obligations under this Agreement, including but not limited to claims involving Cyber Risks, as that term is defined in this Agreement.

# Exhibit D

### Insurance

- (vi) The cyber liability insurance certificate must also state that it is endorsed to cover the full replacement value of damage to, alteration of, loss of, or destruction of intangible property (including but not limited to information or data) that is in the care, custody, or control of the Contractor.
- (B) Acceptability of Insurers. All insurance policies required under this Agreement must be issued by admitted insurers licensed to do business in the State of California and possessing at all times during the term of this Agreement an A.M. Best, Inc. rating of A:VII or greater.
- (C) Notice of Cancellation or Change. For each insurance policy required under this Agreement, the Contractor shall provide to the SJVIA, or ensure that the policy requires the insurer to provide to the SJVIA, written notice of any cancellation or change in the policy as required in this paragraph. For cancellation of the policy for nonpayment of premium, the Contractor shall, or shall cause the insurer to, provide written notice to the SJVIA not less than 10 days in advance of cancellation. For cancellation of the policy for any other reason, and for any other change to the SJVIA not less than 30 days in advance of cancellation or change. The SJVIA not less than 30 days in advance of cancellation or change. The SJVIA in its sole discretion may determine that the failure of the Contractor or its insurer to timely provide a written notice required by this paragraph is a breach of this Agreement.
- (D) SJVIA's Entitlement to Greater Coverage. If the Contractor has or obtains insurance with broader coverage, higher limits, or both, than what is required under this Agreement, then the SJVIA requires and is entitled to the broader coverage, higher limits, or both. To that end, the Contractor shall deliver, or cause its broker or producer to deliver, to the SJVIA Manager copies of insurance policies that have such broader coverage, higher limits, or both, as produced by the broker or producer, and certificates of insurance and endorsements for all of the coverages that have such broader coverage, higher limits, or both, as required under this Agreement.
- (E) Waiver of Subrogation. The Contractor waives its right to recover from the SJVIA, its officers, agents, employees, and volunteers any amounts paid under the policy of worker's compensation insurance required by this Agreement. The Contractor is solely responsible to obtain any policy endorsement that may be necessary to accomplish that waiver, but the Contractor's waiver of subrogation under this paragraph is effective whether or not the Contractor obtains such an endorsement.
- (F) SJVIA's Remedy for Contractor's Failure to Maintain. If the Contractor fails to keep in effect at all times any insurance coverage required under this Agreement, the SJVIA may, in addition to any other remedies it may have, suspend or terminate this Agreement upon the occurrence of that failure, or purchase such insurance coverage, and charge the cost of that coverage to the Contractor. The SJVIA may offset such charges against any amounts owed by the SJVIA to the Contractor under this Agreement.



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

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

AGENDA DATE:	August 23, 2024
ITEM NUMBER:	Item 21
SUBJECT:	Approve and Authorize President to Execute Amendment 1 to the Amended and Restated Agreement with Elite Corporate Medical Services, Inc. to Update Scope of Services and Compensation to Include Flu Vaccination Services (A)
REQUEST(S):	That the Board approve and authorize President to execute Amendment 1 to the Amended and Restated Agreement with Elite Corporate Medical Services, Inc. to update Scope of Services and Compensation to include flu vaccination services.

### **DESCRIPTION:**

The SJVIA entered into an agreement with Elite Corporate Medical Services, Inc. to provide biometric screening services to the employees of its Participating Entities. The SJVIA would like to add flu vaccinations to Elite Corporate Medical Services' Scope of Services.

### FISCAL IMPACT/FINANCING:

For regular-dose vaccinations, a minimum of 35 vaccinations per event is required at a cost of \$32.00 per vaccine. For high-dose vaccinations, a minimum of 20 vaccinations per event is required at a cost of \$74.50 per vaccine.

**AGENDA**: San Joaquin Valley Insurance Authority

**DATE:** December 8, 2023

# ADMINISTRATIVE SIGN-OFF:

Lupe Garza SJVIA Manager

Lagill

Hollis Magill SJVIA Assistant Manager

### AMENDMENT NO. 1 TO AMENDED AND RESTATED AGREEMENT

This Amendment No. 1 to the Amended and Restated Agreement ("Amendment 1") is dated August 23, 2024, and is between ELITE COPORATE MEDICAL SERVICES, INC., a California professional corporation ("Contractor"), and the SAN JOAQUIN VALLEY INSURANCE AUTHORITY, a California joint powers agency ("SJVIA").

#### Recitals

On December 9, 2022, the SJVIA entered into an Amended and Restated Agreement with Contractor, dated December 9, 2022, (Agreement") to provide biometric screening services to the employees of its Participating Entities.

The SJVIA would like to add influenza vaccination services to the Scope of Services of this Agreement. Contractor represents and warrants to the SJVIA that it is ready, willing, and able to now provide influenza vaccinations, subject to the terms of the Agreement and this Amendment 1, and in cooperation with and under the direction of the SJVIA Board of Directors and SJVIA management.

#### The parties therefore agree as follows:

### 1. On-site Influenza Vaccinations

The SJVIA shall encourage participants to participate in an on-site vaccination clinic at mutually agreeable SJVIA designated locations and to sign-up for a prescheduled time prior to on-site events. Contractor shall accommodate walk-ins as schedule and technician(s) availability allows. Contractor shall staff events based on SJVIA provided eligible population for each respective location as well as pre-scheduled enrollment through secure on-line scheduling portal. Contractor will provide scheduling portal, unless SJVIA prefers alternative scheduling methodology. Contractor shall provide vaccinations on a one-on-one basis.

2. Exhibit B is amended to add fees for influenza vaccination services as follows:

### **On-site Influenza Vaccinations**

The SJVIA shall pay according to the fee schedule below within 30 days of receiving Contractor's invoice for services. In the event of an incomplete vaccination, SJVIA will still be responsible for full compensation for the engagement unless incomplete vaccination is due to Contractor's fault. Participant refusal to complete any aspect of the vaccination leading to an incomplete service will not be the fault of Contractor. Contractor shall bill any participants that are insured through the Anthem Health plan through claims to the carrier.

The Contractor requires a minimum of 35 vaccinations per event for regular-dose vaccinations and 20 vaccinations per event for high-dose vaccinations. If the number of vaccinations falls below these requirements, SJVIA shall pay based on the minimum requirements.

٠	Regular-Dose	Influenza	Vaccination:	\$32.00 per	Vaccine
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High-Dose Influenza Vaccination: \$74.50 per Vaccine

3. When both parties have signed this Amendment No. 1, the Agreement and this Amendment together constitute the Agreement.

4. The Agreement as amended by this Amendment No. 1 is ratified and continued. All terms of the Agreement not amended by this Amendment No. 1 remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

The parties are signing this Amendment No. 1 to the Agreement on the date stated in the introductory clause.

Elite Corporate Medical Services, Inc.

Chief Operations Officer

SAN JOAQUIN VALLEY INSURANCE AUTHORITY

Amy Shuklian President, Board of Directors

Reviewed and recommended for approval.

SJVIA Manager

Amendment No. 1 to Agreement between San Joaquin Valley Insurance Authority and Eilte Corporate Medical Services, Inc.