

**2024 AMENDMENT TO THE
ADMINISTRATIVE SERVICES AGREEMENT**

**WITH
COUNTY OF SONOMA**

This Amendment is made part of the Administrative Services Agreement and is effective June 1, 2024. This Amendment supplements and amends the Agreement between Employer and Anthem Blue Cross Life and Health Insurance Company dba Anthem. If there are any inconsistencies between the terms of the Agreement or its Schedules and this Amendment, the terms of this Amendment shall control.

1. The following definition is added to ARTICLE 1 – Definitions:

CONSOLIDATED APPROPRIATIONS ACT (“CAA”). The Consolidated Appropriations Act of 2021 (42 USC 300gg, et seq. and 29 USC 1185, et seq.), as amended, and regulations promulgated thereunder.

2. The following provision is added to ARTICLE 2 - Administrative Services Provided by Anthem – as provision 2(ab):

ab. Anthem’s Information Security Schedule is attached hereto and is made part of this Agreement.

3. The following provision replaces ARTICLE 4 – Claims Payment Method – provision 4(b) in its entirety:

b. The Parties acknowledge that, from time to time, a Claims adjustment may be necessary as a result of coordination of benefits, subrogation, workers' compensation, other third party recoveries, payment errors and the like, and that the adjustment will take the form of a debit (for an additional amount paid by Anthem) or a credit (for an amount refunded to Employer). Anthem may reach a settlement with a Provider or Vendor and Employer will be assessed or will receive, as applicable, a proportionate share of such settlement, which shall be reflected as a line item on the invoice. The Parties agree that such Claims adjustment shall be treated as an adjustment to the Claims payment made in the billing period in which the adjustment occurs, rather than as a retroactive adjustment to the Claim in the billing period in which it was initially reported as paid. Any Claims credit may be reduced by a fee as indicated in Schedule A of this Agreement. In addition, a credit shall not be provided to Employer for a recovery related to a Claim that was covered under stop loss coverage provided by Anthem.

4. The following provision replaces ARTICLE 10 – Proprietary and Confidential Information – provision 10(f) in its entirety:

f. This Agreement shall not be construed to restrict the use or disclosure of information that: (1) is public knowledge other than as a result of a breach of this Agreement; (2) is independently developed by a Party not in violation of this Agreement; (3) is made available to a Party by any person other than the other Party, provided the source of such information is not subject to any confidentiality obligations with respect to it; (4) is required to be disclosed pursuant to law, order, regulation or judicial or administrative process, but only to the extent of such required disclosures and after reasonable notice to the other Party; or (5) is required to be disclosed to a Member.

5. The following provision is added to ARTICLE 11 – Data Reports – as provision 11(e):

If any data provided pursuant to Article 11(a) or Article 11(b) is used to conduct an audit or any type of review of Claim payment outcomes and Employer requests that Anthem research the findings, such request shall be considered a Claims Audit pursuant to Article 12. As described in Article 2(b)(1), Article 2(o), and Article 2(s), Employer acknowledges that Anthem’s reimbursement policies and procedures may differ from those of a Plan Contractor and that Anthem’s reimbursement policies and procedures shall control the findings of any audit. A maximum of 250 Claims will be reviewed by Anthem under this paragraph, and Employer agrees to pay the data audit fee set forth in Schedule A.

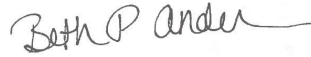
6. The following provision replaces ARTICLE 25 – Entire Agreement – provision 25(b) in its entirety:

This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. An electronic signature, including facsimile, shall be deemed equivalent to an original ink signature. In the event that Employer has not signed the Agreement within 90 days of Employer's receipt of the Agreement, payment of Administrative Services Fees by Employer will be considered confirmation of acceptance of the terms.

7. SCHEDULE A is replaced by the attached SCHEDULE A.
8. SCHEDULE B is replaced by the attached SCHEDULE B.
9. SCHEDULE C is replaced by the attached SCHEDULE C.
10. INFORMATION SECURITY SCHEDULE is added as attached.

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

Anthem Blue Cross Life and Health Insurance Company



By: Beth Andersen
Title: President, CA Commercial Business
Date: March 27, 2024

COUNTY: COUNTY OF SONOMA

By: _____

Janell Crane Director of Human Resources

Date: _____

APPROVED AS TO FORM FOR COUNTY:

By: _____

Title: _____

Date: _____

**SCHEDULE A
TO
ADMINISTRATIVE SERVICES AGREEMENT
WITH
County of Sonoma**

This Schedule A shall govern the Agreement Period from June 1, 2024 through May 31, 2025. For purposes of this Agreement Period, this Schedule shall supplement and amend the Agreement between the Parties. If there are any inconsistencies between the terms of the Agreement including any prior Schedules, and this Schedule A, the terms of this Schedule A shall control.

Section 1. Effective Date and Renewal Notice

This Agreement Period shall be from 12:01 a.m. June 1, 2024 to the end of the day of May 31, 2025.

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

- Incurred from 07/01/2004 through 05/31/2025 and
- Paid from 06/01/2024 through 05/31/2025.

Anthem shall provide any offer to renew this Agreement at least 90 days prior to the end of an Agreement Period.

Section 2. Broker or Consultant Base Compensation

Not applicable.

Section 3. Administrative Services Fees

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

- Employer's Member to Subscriber ratio is not within +/-5% of 1.64;
- Anthem is not the sole administrator for medical benefits under Employer's Plan;
- Employer's enrollment is not within +/-10% of 127 Subscribers;
- Employer moves any of the Plan benefits administered under this Agreement to another administrator or to a public or private exchange;
- A change in law or regulation that materially impacts underwriting assumptions made at the time of the offer or renewal.

A. Base Administrative Services Fee

PPO (PPO)

Base Administrative Services Fee \$46.70 per Subscriber per month

EPO (EPO)

Base Administrative Services Fee \$46.70 per Subscriber per month

Article 3(a) Retroactivity.

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

B. Health and Wellness Program Fees

PPO (PPO)

Enhanced Clinical, Health and Wellness Foundational Package	\$1.56 per Subscriber per month
Enhanced Wellbeing Solutions Foundational Program*	\$3.63 per Subscriber per month

* These charges are included in Paid Claims as claim related charges on the invoice and may accumulate towards aggregate stop loss purchased from Anthem.

EPO (EPO)

Enhanced Clinical, Health and Wellness Foundational Package	\$1.56 per Subscriber per month
Enhanced Wellbeing Solutions Foundational Program*	\$3.63 per Subscriber per month

* These charges are included in Paid Claims as claim related charges on the invoice and may accumulate towards aggregate stop loss purchased from Anthem.

C. Other Fees or Credits

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

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

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

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

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

Non-Network Savings Fee. When Anthem forwards a non-Network Provider Claim to Vendor to negotiate with the non-Network Provider, Employer will pay a fee equal to 50% of the difference between the non-Network Provider's Billed Charges and Vendor's negotiated amount. In the absence of successfully negotiated Claims, there will be no fee charged as the amount will be determined by the local Blue plan. These Claims will not be included in any Performance Guarantee calculations.

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

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

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

Fee for Pharmacy Carve-out. Employer has carved-out Prescription Drug management services. The charge to the Employer is included in the Base Administrative Services Fee.

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

Fee for Article 11(e) Data Audits. \$150.00 per hour. Maximum of 250 Claims.

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

Section 4. Paid Claims, Billing Cycle and Payment Method

A. Paid Claims

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

B. Billing Cycle

Weekly

Anthem shall notify Employer of the amount due to Anthem as a result of Claims processed and paid by Anthem according to the billing cycle described above. The actual date of notification of Paid Claims and the Invoice Due Date will be determined according to Anthem's regular business practices and systems capabilities, unless otherwise indicated in Section 3(C) of this Schedule A.

C. Payment Method

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

Section 5. Administrative Services Fees Billing Cycle and Payment Method

A. Billing Cycle

Monthly List Bill (pay as billed)

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

B. Payment Method

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

Section 6. Claims Runout Services

A. Claims Runout Period

Medical:

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

B. Claims Runout Administrative Services Fee

Medical:

The fee for Claims Runout Services is included in the Base Administrative Services Fees in Section 3(A) of this Schedule A. Fees in Sections 3(B), 3(C), and 7 of this Schedule A that (i) are associated with Claims processed or reviewed during the Claims Runout Period including without limitation subrogation fees, Claims prepayment analysis fees, recovery fees, discount share fees, network access fees; or (ii) apply to the Agreement Period but were not billed during the Agreement Period, will be billed and payable during the Claims Runout Period. Payment is due to Anthem by the Invoice Due Date.

Section 7. Inter-Plan Arrangements

The following Inter-Plan Arrangement-related fees are included in the Base Administrative Services Fee: Access Fees paid to Host Blues, the Administrative Expense Allowance ("AEA") Fee, Central Financial Agency Fees, ITS Transaction Fees, Blue Cross Blue Shield Global Core® Program services Fees and any Negotiated Arrangement Fees.

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

Not applicable

**SCHEDULE B
TO
ADMINISTRATIVE SERVICES AGREEMENT
WITH
County of Sonoma**

This Schedule B shall govern the Agreement Period from June 1, 2024 through May 31, 2025. For purposes of this Agreement Period, this Schedule B shall supplement and amend the Agreement between the Parties. If there are any inconsistencies between the terms of the Agreement including any prior Schedules and this Schedule B, the terms of this Schedule B shall control.

The following is a list of services that Anthem will provide under this Agreement for the Base Administrative Services Fee listed in Section 3(A) of Schedule A. These services will be furnished to Employer in a manner consistent with Anthem's standard policies and procedures for self-funded plans.

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

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

Management Services

Anthem's benefits and administration as described in this paragraph:

- Anthem definitions, and exclusions
- Anthem complaint and appeals process (One mandatory level of appeal, one voluntary level of appeal)
- Claims incurred and paid as provided in Schedule A, excluding activities related to Claim recovery
- Accumulation toward plan maximums beginning at zero on effective date
- Anthem Claim forms
- ID card
- Explanation of Benefits (Non-customized)
- Acceptance of electronic submission of eligibility information in HIPAA-compliant format
- Preparation of Benefits Booklet (accessible via internet)
- Information for ERISA 5500
- Account reporting - standard data reports
- Standard billing and banking services
- Plan Design consultation
- Employer eServices
 - Add and delete Members
 - Download administrative forms
 - View Member Benefits and request ID cards
 - View eligibility
 - View Claim status and detail
- Responsible Reporting Entity for the Plan

- Information for preparation of SBC

Claims and Customer Services

- Claims processing services
- Medicare crossover processing
- Employer customer service, standard business hours
- Member customer service, standard business hours
- 1099s prepared and delivered to Providers
- Residency-based assessments and/or surcharges and other legislative reporting requirements
- Member eServices
- Member identity theft and credit monitoring and identity repair

Care Management

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

Networks

- Network Access and Management
- Online Provider directory

Other Services Required by Federal Law not Otherwise Specified in the Agreement (as of the applicable effective date)

- For Claims that qualify as no surprises Claims, Anthem shall calculate and apply the Member's cost share at the in-network benefit level using the qualifying payment amount. Anthem shall post a disclosure of the patient protections against balance billing on www.anthem.com and shall include applicable language in Claim denial notices and explanations of benefits.
- Prepare advanced explanations of benefits to Members after receiving a notice of scheduled services from a Provider
- Provide cost transparency tool/self-service tool access
- Provide for continuity of care administration for Provider termination from the network
- Provide air ambulance Provider reporting
- Provide aggregated reporting as required under Section 204 of the CAA for the services that Anthem administers under the Agreement. This reporting does not include the D1 Premium and Life Years Report.
- Anthem represents that it is administering its Provider agreements consistent with the requirements set forth in Section 201 of the CAA. Anthem will provide a statement of compliance to Employer pertaining to Section 201 of the CAA on an annual basis.
- Upon request, Anthem will provide the non-quantitative treatment limitation analysis for the standard services that Anthem provides under the Agreement. Anthem will also provide reasonable assistance to Employer in the event of a regulatory audit for compliance with the Mental Health Parity and Addiction Equity Act.
- Post machine readable files on a monthly basis for the services Anthem administers for the Plan on www.anthem.com

**SCHEDULE C
TO THE
ADMINISTRATIVE SERVICES AGREEMENT
WITH
County of Sonoma**

This Schedule C provides certain guarantees pertaining to Anthem's performance under the Agreement between the Parties ("Performance Guarantees") and shall be effective for the period from June 1, 2024 through May 31, 2025 (the "Performance Period"). Descriptions of the terms of each Performance Guarantee applicable to the Parties are set forth in the Attachments (the "Attachments") to this Schedule C and made a part of this Schedule C. This Schedule shall supplement and amend the Agreement between the Parties. If there are any inconsistencies between the terms of the Agreement including any prior Schedules and this Schedule C, the terms of this Schedule C shall control. If there are any inconsistencies between the terms contained in this Schedule, and the terms contained in any of the Attachments to this Schedule C, the terms of the Attachments to this Schedule C shall control unless otherwise specified.

Section 1. General Conditions

- A. The Performance Guarantees described in the Attachments to this Schedule C shall be in effect only for the Performance Period indicated above, unless specifically indicated otherwise in the Attachments. Each Performance Guarantee shall specify a/an:
 - 1. Performance Category. The term Performance Category describes the general type of Performance Guarantee.
 - 2. Reporting Period. The term Reporting Period refers to how often Anthem will report on its performance under a Performance Guarantee.
 - 3. Measurement Period. The term Measurement Period is the period of time under which Anthem's performance is measured, which may be the same as or differ from the period of time equal to the Performance Period.
 - 4. Penalty Calculation. The term Penalty Calculation generally refers to how Anthem's payment will be calculated, in the event Anthem does not meet the target(s) specified under the Performance Guarantee.
 - 5. Amount at Risk. The term Amount at Risk means the amount Anthem may pay if it fails to meet the target(s) specified under the Performance Guarantee.
- B. Anthem shall conduct an analysis of the data necessary to calculate any one of the Performance Guarantees within the timeframes provided in the Attachments to this Schedule C. In addition, any calculation of Performance Guarantees, reports provided, or analysis performed by Anthem shall be based on Anthem's then current measurement and calculation methodology, which shall be available to Employer upon request.
- C. Any audits performed by Anthem to test compliance with any of the Performance Guarantees shall be based on a statistically valid sample size with a 95% confidence level.
- D. If the Parties do not have an executed Agreement, Anthem shall have no obligation to make payment under these Performance Guarantees.
- E. Unless otherwise specified in the Attachments to this Schedule C, the measurement of the Performance Guarantee shall be based on data that is maintained and stored by Anthem or its Vendors.
- F. If Employer terminates the Agreement between the Parties prior to the end of the Performance Period, or if the Agreement is terminated for non-payment, then Employer shall forfeit any right to collect any further payments under any outstanding Performance Guarantees, whether such Performance Guarantees are for a prior or current Measurement Period or Performance Period.
- G. Anthem reserves the right to make changes to any of the Performance Guarantees provided in the Attachments to this Schedule C upon the occurrence, in Anthem's determination, of:

1. a change to the Plan benefits or the administration of the Plan initiated by Employer that results in a substantial change in the services to be performed by Anthem or the measurement of a Performance Guarantee;
2. an increase or decrease of 10% or more of the number of Members that were enrolled for coverage on the latter of the effective date or renewal date of this Agreement;
3. a change in law or regulation that materially impacts underwriting assumptions made at the time of offering such Performance Guarantees.

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

- H. For the purposes of calculating compliance with the Performance Guarantees contained in the Attachments to this Schedule C, if a delay in performance of, or inability to perform, a service underlying any of the Performance Guarantees is due to circumstances which are beyond the control of Anthem, or its Vendors, including but not limited to any act of God, civil riot, floods, fire, acts of terrorists, acts of war or power outage, such delayed or non-performed service will not count towards the measurement of the applicable Performance Guarantee.
- I. Some Performance Guarantees measure and compare year to year performance. The term Baseline Period refers to the equivalent time period preceding the Measurement Period. Anthem will require specified historical Claims and utilization data to establish the Baseline Period for the first year of a Performance Guarantee utilizing a Baseline Period.
- J. As determined by Anthem, Performance Guarantees may be measured using either aggregated data or Employer-specific Data. The term Employer-specific Data means the data associated with Employer's Plan that has not been aggregated with other employer data. Performance Guarantees will specify if Employer-specific Data shall be used for purposes of measuring performance under the Performance Guarantee.
- K. If any Performance Guarantees are tied to a particular program and its components, such Performance Guarantees are only valid if the Employer participates in the program and its components for the entirety of the Measurement Period associated with the Performance Guarantee.
- L. All Performance Guarantees in which Anthem will make outbound calls or will reach out through email or other means to members will exclude members who Anthem cannot reach due to incorrect or invalid telephone numbers, including numbers where permission is required by law but not provided, or those members who have requested that Anthem not contact them.
- M. All Performance Guarantees may be revisited and may potentially be impacted due to a cause beyond the reasonable control of a Party such as a pandemic (an outbreak of disease that affects an exceptionally high proportion of members) being declared by the Centers for Disease Control or if a Force Majeure event (meaning an act of God, civil or military disruption, terrorism, fire, strike, flood, riot or war) occurs during the Measurement or Baseline Period that impacts a meaningful portion of the Employer population.

Section 2. Payment

- A. If Anthem fails to meet any of the obligations specifically described in a Performance Guarantee, Anthem shall pay Employer the amount set forth in the Attachment described under the Performance Guarantee. Payment shall be in the form of a credit on Employer's invoice for Administrative Services Fees, which will occur annually unless otherwise stated in the Performance Guarantee.
- B. Notwithstanding the above, Anthem has the right to offset any amounts owed to Employer under any of the Performance Guarantees contained in the Attachments to this Schedule C against any amounts owed by Employer to Anthem under: (1) any Performance Guarantees contained in the Attachments to this Schedule C; (2) the Agreement; or, (3) any applicable Stop Loss Policy

- C. Notwithstanding the foregoing, Anthem's obligation to make payment under the Performance Guarantees is conditioned upon Employer's timely performance of its obligations provided in the Agreement, in this Schedule C, and the Attachments, including providing Anthem with the information or data required by Anthem in the Attachments. Anthem shall not be obligated to make payment under a Performance Guarantee if Employer or Employer's vendor's action or inaction adversely impacts Anthem's ability to meet any of its obligations provided in the Attachments related to such Performance Guarantee, which expressly includes but is not limited to Employer or its vendor's failure to timely provide Anthem with accurate and complete data or information in the form and format expressly required by Anthem.
- D. Where the Amount at Risk for a Performance Guarantee is on a percentage of a Per Subscriber Per Month (PSPM) fee basis, the Guarantee will be calculated by multiplying the PSPM amount by the actual annual enrollment during the Measurement Period.

Section 3. Performance Guarantee Amounts at Risk

A. Amount at Risk

The total amount at risk for the below performance guarantees between Anthem and County of Sonoma shall not exceed the following:

- Operations Guarantees: 10% of Base Medical Administration fees

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

B. Maximum Amount Payable

The maximum amount payable under all guarantees between Anthem and County of Sonoma shall not exceed 10% of the Base Medical Administration fees. The Maximum Amount Payable provisions above do not apply to Pharmacy-related Performance Guarantees.

ATTACHMENT # 1 TO SCHEDULE C
Performance Guarantees
TO ADMINISTRATIVE SERVICES AGREEMENT
WITH
County of Sonoma
Operations Performance Guarantees

This Attachment is made part of Schedule C and will be effective for the Performance Period from 6/1/2024 through 5/31/2025. This Attachment is intended to supplement and amend the Agreement between the Parties.

Performance Category	Year 1
Claims Timeliness - (14 Calendar Days)	0.909% of Base Admin. Services Fees
Claim Timeliness - (30 Calendar Days)	0.909% of Base Admin. Services Fees
Claims Financial Accuracy	0.909% of Base Admin. Services Fees
Claims Accuracy	0.909% of Base Admin. Services Fees
Open Enrollment ID Card Issuance	0.909% of Base Admin. Services Fees
Processing of Ongoing Eligibility Information	0.909% of Base Admin. Services Fees
Ongoing ID Cards Issuance	0.909% of Base Admin. Services Fees
Average Speed to Answer	0.909% of Base Admin. Services Fees
Call Abandonment Rate	0.909% of Base Admin. Services Fees
First Call Resolution	0.909% of Base Admin. Services Fees
Website Availability	0.909% of Base Admin. Services Fees
Total Amount At Risk – Operations	10.00%

Additional Terms and Conditions:

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

Performance Category	Amount at Risk	Guarantee	Penalty Calculation		Measurement and Reporting Period
Claims Timeliness (14 Calendar Days)	Year 1: 0.909% of Base Admin. Services Fees	A minimum of 90% of Non-investigated medical Claims will be processed timely. Non-investigated Claims are defined as medical Claims that process through the system without the need to obtain additional information from the Provider, Subscriber or other external sources. Processed Timely is defined as Non-investigated medical Claims that have been adjudicated within 14 calendar days of receipt. This Guarantee will be calculated based on the number of Non-investigated Claims that Processed Timely divided by the total number of Non-investigated Claims. The calculation of this Guarantee does not include Claim adjustments. The calculation of this Guarantee also excludes in any quarter, Claims for an Employer that requests changes to Plan benefits, until all such changes have been implemented. This will be measured with Employer-specific Data.			<u>Measurement Period</u>
					Annual
			Result	Penalty	<u>Reporting Period</u>
			90.0% or Greater	None	Annual
			88.0% to 89.9%	25%	
86.0% to 87.9%	50%				
85.0% to 85.9%	75%				
Less than 85.0%	100%				

Performance Category	Amount at Risk	Guarantee	Penalty Calculation		Measurement and Reporting Period	
Claim Timeliness (30 Calendar Days)	Year 1: 0.909% of Base Admin. Services Fees	<p>A minimum of 98% of Non-investigated medical Claims will be processed timely.</p> <p>Non-investigated medical Claims are defined as Claims that process through the system without the need to obtain additional information from the Provider, Subscriber, or other external sources. Processed Timely is defined as Non-investigated medical Claims that have been adjudicated within 30 calendar days of receipt.</p> <p>This Guarantee will be calculated based on the number of Non-investigated Claims that Processed Timely divided by the total number of Non-investigated Claims.</p> <p>The calculation of this Guarantee does not include Claim adjustments. The calculation of this Guarantee also excludes in any quarter, Claims for an Employer that requests changes to Plan benefits, until all such changes have been implemented.</p> <p>This will be measured with Employer-specific Data.</p>			Measurement Period	
					Annual	
			Result	Penalty	Reporting Period	
			98.0% or Greater	None	Annual	
			96.0% to 97.9%	25%		
			94.0% to 95.9%	50%		
92.0% to 93.9%	75%					
Less than 92.0%	100%					
Claims Financial Accuracy	Year 1: 0.909% of Base Admin. Services Fees	<p>A minimum of 99% of medical Claim dollars will be processed accurately.</p> <p>This Guarantee will be calculated based on the total dollar amount of audited medical Claims paid correctly divided by the total dollar amount of audited medical Paid Claims. The calculation of this Guarantee includes both underpayments and overpayments. The calculation of this Guarantee does not include Claim adjustments or Claims in any quarter in which an Employer requests changes to Plan benefits, until all such changes have been implemented.</p>			Measurement Period	
					Annual	
			Result	Penalty	Reporting Period	
			99.0% or Greater	None	Annual	
			98.0% to 98.9%	25%		
			97.0% to 97.9%	50%		
96.0% to 96.9%	75%					
Less than 96.0%	100%					
Claims Accuracy	Year 1: 0.909% of Base Admin. Services Fees	<p>A minimum of 97% of medical Claims will be paid or denied correctly.</p> <p>This Guarantee will be calculated based on the number of audited medical Claims paid and denied correctly divided by the total number of audited medical Claims paid and denied. The calculation of this Guarantee excludes in any quarter Claims for an Employer that requests changes to Plan benefits, until all such changes have been implemented.</p>			Measurement Period	
					Annual	
			Result	Penalty	Reporting Period	
			97.0% or Greater	None	Annual	
			96.0% to 96.9%	25%		
			95.0% to 95.9%	50%		
94.0% to 94.9%	75%					
Less than 94.0%	100%					
Open Enrollment ID Card Issuance	Year 1: 0.909% of Base Admin. Services Fees	<p>100% of Subscriber digital ID cards will be available or Member physical ID cards will be mailed to Open Enrollment participants no later than the Employer's effective date provided that Anthem receives an Accurate Eligibility File. An Accurate Eligibility File is defined as: (1) an electronic eligibility file formatted in a mutually agreed upon manner; (2) received by Anthem no later than 30 calendar days prior to the Employer's effective date; and, (3) contains an error rate of less than 1%. This Guarantee will be calculated based on the total number of Open Enrollment ID cards available to Subscribers or mailed to Members within the timeframe set forth above divided by the total number of Members eligible to receive Open Enrollment ID cards.</p> <p>This will be measured with Employer-specific Data.</p>			Measurement Period	
					Employer's effective date	
			Result	Penalty	Reporting Period	
			100%	None	60 days following the Employer's effective date.	
			99.0% to 99.9%	\$100 per ID Card to not exceed 25% of amount at risk for this measure		
			98.0% to 98.9%	50%		
97.0% to 97.9%	75%					
Less than 97.0%	100%					

Performance Category	Amount at Risk	Guarantee	Penalty Calculation		Measurement and Reporting Period
Processing of Ongoing Eligibility Information	Year 1: 0.909% of Base Admin. Services Fees	<p>100% of Employer's ongoing electronic eligibility files will be processed timely.</p> <p>Timely Processing is defined as electronic eligibility files processed and updated on the eligibility database within 7 business days of receipt of an eligibility file. This Guarantee only applies to the processing of eligibility files submitted by Employer outside of an open enrollment period. This Guarantee does not apply to a defective eligibility file. A defective Eligibility File is defined as an eligibility file that has issues that prevent Anthem's processing of the file. Anthem's payment of this Guarantee is conditioned upon receipt of eligibility files in a format mutually agreed upon by the Parties.</p> <p>This Guarantee will be calculated by (1) dividing the total number of eligibility files processed within the timeframe set forth above by (2) the number of Employer's eligibility files processed.</p> <p>This will be measured with Employer-specific Data.</p>	Penalty Calculation		Measurement Period
			Result	Penalty	Annual
			100%	None	Reporting Period
			98.0% to 99.9%	25%	Annual
			96.0% to 97.9%	50%	
			94.0% to 95.9%	75%	
Less than 94.0%	100%				
Ongoing ID Cards Issuance	Year 1: 0.909% of Base Admin. Services Fees	<p>A minimum of 99% of Subscriber digital ID cards will be available or Member physical ID cards will be mailed to Members within 10 business days of [Anthem's] processing of an Accurate Eligibility File. An Accurate Eligibility File is defined as: (1) an eligibility file formatted in a mutually agreed upon manner; (2) received by Anthem outside of an open enrollment period; and, (3) contains an error rate of less than 1%. This Guarantee will be calculated based on the total number of ongoing ID cards available to Subscribers or mailed to Members within the timeframe set forth above divided by the total number of Members eligible to receive ongoing ID cards.</p> <p>This will be measured with Employer-specific Data.</p>	Penalty Calculation		Measurement Period
			Result	Penalty	Annual
			99.0% or Greater	None	Reporting Period
			98.0% to 98.9%	25%	Annual
			97.0% to 97.9%	50%	
			96.0% to 96.9%	75%	
Less than 96.0%	100%				
Average Speed to Answer	Year 1: 0.909% of Base Admin. Services Fees	<p>The average speed to answer (ASA) will be 45 seconds or less.</p> <p>ASA is defined as the average number of whole seconds members wait and/or are in the telephone system before receiving a response from a customer service representative (CSR) or an interactive voice response (IVR) unit. This Guarantee will be calculated based on the total number of calls received in the customer service telephone system.</p>	Penalty Calculation		Measurement Period
			Result	Penalty	Annual
			45 seconds or less	None	Reporting Period
			46 to 48 seconds	25%	Annual
			49 to 51 seconds	50%	
			52 to 54 seconds	75%	
55 or more seconds	100%				
Call Abandonment Rate	Year 1: 0.909% of Base Admin. Services Fees	<p>A maximum of 5.0% of member calls will be abandoned.</p> <p>Abandoned Calls are defined as member calls that are waiting for a customer service representative (CSR), but are abandoned before connecting with a CSR. This Guarantee will be calculated based on the number of calls abandoned divided by the total number of calls received in the customer service telephone system. Calls that are abandoned in less than 5 seconds will not be included in this calculation.</p>	Penalty Calculation		Measurement Period
			Result	Penalty	Annual
			5.0% or Less	None	Reporting Period
			5.01% to 5.40%	25%	Annual
			5.41% to 5.70%	50%	
			5.71% to 5.99%	75%	
6.0% or Greater	100%				
First Call Resolution	Year 1: 0.909% of Base Admin. Services Fees	<p>A minimum of 85% of member calls will be resolved during the initial contact with no further follow up required.</p> <p>First Call Resolution is defined as member callers receiving a response to their inquiry during an initial contact with no further follow-up required. This Guarantee will be calculated based on the total number of members who receive a First Call Resolution divided by the total number of calls received into the customer service telephone system.</p>	Penalty Calculation		Measurement Period
			Result	Penalty	Annual
			85.0% or Greater	None	Reporting Period
			83.0% to 84.9%	25%	Annual
			81.5% to 82.9%	50%	
			80.0% to 81.4%	75%	
Less than 80.0%	100%				

Performance Category	Amount at Risk	Guarantee	Penalty Calculation	Measurement and Reporting Period
Website Availability	Year 1: 0.909% of Base Admin. Services Fees	Anthem web-based services for employers' members will be available at least 98% of the time; excluding regularly scheduled and emergency maintenance periods, Force Majeure events (e.g. power failure), network attacks, outages from Internet Service Providers (ISPs) and system dependencies. Maintenance includes server backups, file backups, full database backups and database re-organizations, among other system health checks. Dependencies include external systems Anthem (and its affiliates) does not control, including but not limited to Employer's third party Pharmacy vendor, Health Assessment vendor, CDHP vendor, FSA vendor, Vision vendor and micro sites, if applicable.		<u>Measurement Period</u> Annual <u>Reporting Period</u> Annual

NON-NEGOTIABLE – THIS SCHEDULE REPRESENTS ANTHEM’S BUSINESS PROCESSES

**INFORMATION SECURITY SCHEDULE
TO
ADMINISTRATIVE SERVICES AGREEMENT
WITH
County of Sonoma**

This Information Security Schedule supplements and amends the Administrative Services Agreement and is effective as of June 1, 2024. In the event of an inconsistency between the applicable provisions of this Schedule, any other Schedule and/or the Agreement, the terms of this Schedule shall govern, but only as they relate to information security. Except as set forth herein, all other terms and conditions of the Agreement remain in full force and effect.

1. Definitions.The definitions noted below shall apply for purposes of this Information Security Schedule.
2. a) "Covered Information" means Protected Health Information, as defined under the Parties' Business Associate Agreement (BAA) and Personal Information, as defined under applicable state data breach notification laws.
3. b) "Information System" means an interconnected set of information resources and includes hardware, software, databases, and applications that collect, process, store, transmit, display, disseminate, and act on Covered Information.
4. Written Information Security Program. Anthem represents that it has established, and shall maintain for the duration of this Agreement, a written information security program that addresses the management of security and the controls employed within the organization to protect the confidentiality, integrity, and availability of Covered Information.
5. Security Policy and Procedures. Anthem shall maintain policy and procedures relating to the safeguarding of data relevant to Covered Information. Anthem shall undertake reasonable efforts to maintain this program in accordance with reasonable industry practices and guidelines from HITRUST (or other similar industry body) that are designed to protect against accidental or unlawful destruction, loss, alteration, or unauthorized third-party disclosure or access to Covered Information.
6. Use of Administrative, Physical and Technical Safeguards.The written information security program and security policy and procedures are designed to clearly identify those technical and organizational measures and practices to be implemented and followed by Anthem, including appropriate administrative, physical, and technical safeguards, which are intended to reasonably protect the security of Covered Information processed by Anthem.
7. Evaluation of Written Information Security Program and Security Policy and Procedures.Anthem agrees that it will take reasonable efforts to review and, as needed, update its written information security program and security policy and procedures at reasonable intervals and whenever there are material changes to Anthem's relevant Information Systems. The Parties affirmatively recognize, however, that both information security best practices and threats to the security of Covered Information are ever evolving and therefore nothing in this Schedule should be interpreted as a contractual promise by Anthem to guarantee perfection in protecting Covered Information or in meeting all information security best practices.
8. Use of Information Classification Standards.In its performance under this Agreement, Anthem shall utilize information classification standards for classifying, labeling and handling of Covered Information.
9. Incident Response Program.Anthem will maintain a written program plan to detect and respond to security incidents. The program will include identification, containment, mitigation, and remediation of an incident. Notification of Security Incidents, as defined under the Parties' BAA, or as may be required under applicable state data breach notification laws, shall be handled in a manner consistent with the Parties' BAA.
10. Disaster Recovery and Business Continuity and Emergency Management.Anthem will maintain appropriate business continuity, disaster recovery and emergency management plans designed to enable Anthem to respond to and recover from material business process disruptions in a manner that will provide for the delivery of critical services under this Agreement in timeframes that align with Anthem's established recovery time objectives. Anthem shall test its business continuity, disaster recovery and emergency management plans at least annually.

11. Training and Awareness.After hire and periodically thereafter, Anthem shall conduct information security awareness training for Anthem personnel. Anthem's security policy and procedures shall periodically be published and communicated as relevant to Anthem personnel directly or indirectly involved in the processing or safeguarding of Covered Information.
12. Information Security Program Review.Anthem will engage in periodic security assessments, audits, and/or evaluations of its security program as it relates to the protection of Covered Information. Consistent with Anthem's written information security program, these activities include relevant third party evaluation of Anthem's security program, such as HITRUST CSF assessment and certification. Such reviews also include periodic internal and authorized third party network testing, such as vulnerability scans and penetration tests.
13. Access to Summarized Policies.Anthem shall, upon advance reasonable request that does not exceed once per year, provide Employer with reasonable and timely access to summarized policies, as permitted by Anthem's written information security program.