

San Bernardino County – Retirees

Performance Guarantee Agreement

Proprietary and Confidential

Effective Date: 01/01/2025

Blue Shield of California, hereinafter Blue Shield, will be at risk, January 1, 2025, through December 31, 2025, for its performance of certain services provided to San Bernardino County – Retirees, hereinafter Client. These performance guarantees are also contingent upon the Client either renewing its present agreement with Blue Shield or entering into a new agreement with Blue Shield for underwritten medical coverage or administration of self-funded medical benefits for the following 12-month period. The following Performance Guarantees apply:

A. Performance Guarantees

The Performance Guarantees applicable to the Contract are set forth in the table below.

B. Total Amount at Risk

The total amount at risk for Blue Shield under this Performance Guarantee Agreement is 2% of premium combined for all metrics.

C. Reporting Frequency and Annual Calculation

Blue Shield will provide Client with reports setting forth the performance of Blue Shield against each of the metrics in accordance with the reporting schedule set forth for each metric described below.

Blue Shield will provide a report on its performance against each of the metrics contained in these performance guarantees, by March 31st following each contract year, as available. In the event Blue Shield has failed to meet any metric, payment by Blue Shield of the applicable performance penalty will be sent to Client by May 31st of each contract year. The final performance report and any applicable penalty payment will be due within 60 days following the date Blue Shield has all available data for all metrics.

D. Timeliness Calculation Exclusions

For Performance Guarantee calculations for claims processing timeliness, Blue Shield reserves the right to exclude from the performance guarantee calculation any period during which:

- a. A claim is subject to a hold due to provider contract negotiations, or new or updated provider contracted rates; or
- b. Adjudication of a claim is delayed due to the acts or omissions of Client or its representatives.

E. Force Majeure

If Blue Shield's performance under this Agreement is interrupted or delayed by any occurrence not within Blue Shield's control, whether that occurrence is an act of God or public enemy, or whether that occurrence is caused by war, riot, storm, earthquake, public health emergency (as declared by federal, state, or local authorities), or other natural forces, or by law, regulation, judicial action, or other mandate of any

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government, or act or omission of a third party not under Blue Shield's control, then Blue Shield will be excused from performance during the occurrence and for whatever period of time after the occurrence is reasonably necessary to remedy the effects thereof. For the avoidance of doubt and without limiting the foregoing, in the case of any new legal mandate (whether enacted by law, regulation, judicial decision, or other legal process), including without limitation amendments to existing law or regulation, that materially impacts Blue Shield's performance of any PG metric, Blue Shield shall be excused from performance of the impacted PG metric for a commercially reasonable period of time necessary for Blue Shield to implement the requirements of the new mandate. For purposes of the foregoing, a new mandate shall be deemed to have a "material impact" if it would require changes or adjustments to Blue Shield's existing claims administration processes that cannot reasonably be implemented by the applicable effective date using commercially reasonable efforts.

F. Renewal

This Performance Guarantee Agreement is renewable for the duration of the 1-year contract between Blue Shield and San Bernardino County effective January 1, 2025, through December 31, 2025. These Performance Guarantees will be renewed with mutually agreeable modifications, as necessary, to address unforeseen administrative changes or specific concerns raised by Blue Shield or San Bernardino County. In particular, the CAHPs and HEDIS performance guarantees will be revisited, as necessary.

G. Telephone Consumer Protection Act (TCPA)

HEDIS measure-based performance guarantees are only applicable when $\geq 80\%$ (80 percent or higher) of San Bernardino County – Retirees (subscribers + members) provide viable contact information and regular consent to contact for health information and updates. Blue Shield of California must operate member reminder and contact programs in compliance with the Telephone Consumer Protection Act.

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TABLE 1 – PERFORMANCE GUARANTEES – NON-MEDICARE RETIREES ONLY

Guarantee	Measurement	Money at Risk
<p>Evidence of Coverage — Blue Shield will mail a postcard with instructions on how to access the Evidence of Coverage documents and Disclosure Forms as follows:</p> <ol style="list-style-type: none"> 1) View electronic version. 2) Request a paper copy be mailed by Blue Shield. 	<p>The postcard will be mailed within 30 calendar days from receipt of a clean and accurate enrollment data file from the County.</p>	<p>Maximum penalty of 0.1%</p>
<p>Telephone Service Factor (TSF) — Average speed of 80% of calls answered within thirty (30) seconds or less.</p>	<p>Measured as the average percentage of calls in queue answered within thirty (30) seconds or less by a Blue Shield Agent. This is not Client-specific, Blue Shield Call Center results.</p> <p>Metric and penalty assessment is performed annually.</p>	<p>0.025% of premium for every full 0.5% less than 80% (average for the year), up to a maximum penalty of 0.1% of premium</p>
<p>Abandonment Rate — No more than 3% of all calls will be abandoned.</p>	<p>Measured as the percentage of calls terminating in queue prior to being answered by a Blue Shield Agent. This is not Client-specific, Blue Shield Call Center results.</p> <p>Metric and penalty assessment is performed annually.</p>	<p>0.025% of premium for every full 0.5% in excess of 3% (average for the year), up to a maximum penalty of 0.1% of premium</p>
<p>Written Correspondence (eService)— 90% of Eservice inquiries will be resolved within five (5) business days.</p>	<p>This includes Member Eservice inquiries. This excludes correspondence from Providers and the Member appeals process. Client-specific results.</p> <p>Metric and penalty assessment is performed annually.</p>	<p>0.05% of premium for every full 0.5% less than 95% (average for the year) up to a maximum penalty of 0.2% of premium</p>

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<p>ID Card Distribution — 98% issued within 5 business days of receipt of information (applicable when a minimum of 540 ID cards are issued per year).</p>	<p>To be counted in this measure, a clean file, received in the appropriate format must be submitted. County agrees to submit enrollment forms via electronic delivery. An exception will be made to accommodate the omission of a separate IPA field; in all other respects, the test files must be clean and complete.</p> <p>If the file is missing a separate IPA field and a PCP is assigned to multiple IPA's, Blue Shield will randomly assign an IPA to the member.</p> <p>Pended and open enrollment applications are exempt. Files received after 12 PM will be considered received the following business day.</p> <p>Metric and penalty assessment is performed annually.</p>	<p>0.025% of premium for every full 1.0% less than 98%, up to a maximum penalty of 0.1% of premium</p>
<p>Urgent Enrollments — Blue Shield will process 95% of urgent enrollments received via email to the designated San Bernardino County email box (groupmapd@blueshieldca.com for GMAPD plans or LargeGroup.AccessToCare@blueshieldca.com for non- GMAPD plans) on the same day for members who need access to care. Same day processing is contingent on email being received by 1:30 pm PST. Requests received by Blue Shield later than 1:30 pm will be processed by noon the following business day.</p>	<p>Measurement will be based on the completion of the task within the specified timeframe.</p> <p>Metric and penalty assessment is performed annually.</p>	<p>0.025% of premium for every full 1.0% less than 95%, up to a maximum of 0.1% of premium</p>

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Guarantee	Measurement	Money at Risk
<p>Contract Delivery — Blue Shield will provide final draft contracts by November 27; final contracts will be signed by December 27.</p>	<p>Completion of task by cut-off dates. Requires complete and correct document information provided within 60 days of corresponding cut-off dates. Client-specific. Metric and penalty assessment is performed annually.</p> <p>Final contract date contingent on receipt of final approved documents from the Client.</p>	<p>Maximum penalty of 0.1% of premium</p>
<p>Network Management — Notification of Medical Group Closure and Terminations from Network.</p>	<p>In a situation including where members cannot access medical group providers, for situations including medical group closures, membership freezes due to government regulations, or terminations from network, the County will be notified by email within 2 business days after the effective date members' loss of access or as soon as the timeframe is confirmed. Reports with the number of members impacted will be provided as soon as possible after that.</p> <p>Metric and penalty assessment is performed annually.</p>	<p>Maximum penalty of 0.1% of premium</p>
<p>Overall Account Management Satisfaction — The Client is to provide feedback on the extent to which Blue Shield's Account Management Team acted like a partner and demonstrated commitment to service, as well as the Account Team's overall performance in managing the account throughout the contract period.</p>	<p>Satisfaction determined by achieving an average score of ≥ 8 on annual Client Satisfaction scorecard.</p> <p>If a completed response is not received within one (1) month from the date the survey is delivered to the Client, Blue Shield will assume performance has been satisfactory and the Performance Guarantee has been met.</p> <p>Metric and penalty assessment is performed annually.</p>	<p>Maximum penalty of 0.1% of premium</p>

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<p>Availability for Periodic meetings, Open Enrollment, and New Employee Orientation Expos — The Account Management Team will be available for monthly client meetings and to attend open enrollment meetings.</p>	<p>Meetings are to be scheduled in advance and be mutually approved of by both Client and Blue Shield. If a meeting is canceled by the Client, it will not be counted in this measure.</p> <p>Metric and penalty assessment is performed annually.</p>	<p>0.025% of premium for every scheduled meeting not held, up to a maximum penalty of 0.1% of premium</p>
<p>HMO Overall Member Satisfaction (Commercial CAHPS HMO)</p>	<p>Blue Shield summary rate score of members rating their Blue Shield health plan in response to the question, "Using any number from 0 to 10, where 0 is the worst health plan possible and 10 is the best health plan possible, what number would you use to rate your health plan?" (currently CAHPS question #42).</p> <p>Reported in 2026 for 2025 calendar year. Annual metric and penalty assessment.</p>	<p>Maximum penalty of 0.1% of premium</p>
<p>Getting Care Quickly Appointment Wait Time (Commercial CAHPS HMO questions #4 and #6)</p>	<p>CAHPS HMO report; Blue Shield composite summary rate score of members responding, "Always or Usually" to the questions, "In the last 12 months, when you needed care right away, how often did you get care as soon as you needed?" and "In the last 12 months, how often did you get an appointment for a check-up or routine care at a doctor's office or clinic as soon as you needed?" (currently questions #4 and #6, respectively).</p> <p>Reported in 2026 for 2025 calendar year. Annual metric and penalty assessment.</p>	<p>Maximum penalty of 0.1% of premium</p>

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<p>Getting Needed Care Specialty Appointments (Commercial CAHPS HMO questions #14 and #25)</p>	<p>CAHPS HMO report; Blue Shield composite summary rate score of members responding, "Always or Usually" to the questions, "In the last 12 months, how often was it easy to get the care, tests, or treatment you needed?" and "In the last 12 months, how often did you get an appointment to see a specialist as soon as you needed?" (currently CAHPS questions #14 and #25, respectively)</p> <p>Reported in 2026 for 2025 calendar year. Annual metric and penalty assessment.</p>	<p>Maximum penalty of 0.1% of premium</p>
<p>Adults' Access to Preventative/Ambulatory Health Services (HEDIS HMO) — $\geq 95\%$ of Client's members 20 years and older will have an ambulatory or preventative care visit.</p>	<p>The percentage of Members 20 years and older who had an ambulatory or preventative care visit.</p> <p>Based on measurement rates reported to National Committee for Quality Assurance (NCQA), reported in 2026 for 2025 calendar year. Annual metric and penalty assessment.</p> <p>Client-specific results.</p>	<p>0.025% of premium for every full 1.0% less than 95%, up to a maximum penalty of 0.1% of premium</p>
<p>Mental Health Visit Post-Discharge (HEDIS HMO) — $\geq 70\%$ of Client's members 6 years and older will have a mental health visit seven days post-discharge.</p>	<p>The percentage of members 6 years and older who had a mental health visit within seven days of discharge from hospital admission for treatment of selected mental health disorders.</p> <p>Based on measurement rates reported to National Committee for Quality Assurance (NCQA), reported in 2026 for 2025 calendar year. Annual metric and penalty assessment.</p> <p>Book of business measure.</p>	<p>0.025% of premium for every full 1.0% less than 70%, up to a maximum penalty of 0.1% of premium</p>

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Guarantee	Measurement	Money at Risk
Breast Cancer Screening Rate (HEDIS HMO)	Blue Shield agrees to meet or exceed the 50th percentile NCQA National HMO Accreditation benchmark for this measure; reported in 2026 for 2025 calendar year. Annual metric and penalty assessment. Book of business measure.	Maximum penalty of 0.1% of premium
Beta Blocker Treatment after Heart Attack Rate (HEDIS HMO)	Blue Shield agrees to meet or exceed the 50th percentile NCQA National HMO Accreditation benchmark for this measure; reported in 2026 for 2025 calendar year. Annual metric and penalty assessment. Book of business measure.	Maximum penalty of 0.1% of premium
Chlamydia Screening in Women Rate (HEDIS HMO)	Blue Shield agrees to meet or exceed the 50th percentile NCQA National HMO Accreditation benchmark; reported in 2026 for 2025 calendar year. Annual metric and penalty assessment. Book of business measure.	Maximum penalty of 0.1% of premium
Comprehensive Diabetic Care Hemoglobin HbA1c Poor Control >9.0% (HEDIS HMO)	Blue Shield agrees to meet or exceed the 50th percentile NCQA National HMO Accreditation benchmark for this measure; reported 2026 for 2025 calendar year. Annual metric and penalty assessment. Book of business measure.	Maximum penalty of 0.1% of premium
Overall Amount at Risk for Performance Guarantees		2% of premium

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AGREED and ACCEPTED BY:

San Bernardino County (print name/title)

San Bernardino County (signature)

Date

AGREED and ACCEPTED BY:

Blue Shield of California (print name/title)

Blue Shield of California (signature)

Date