

## **Blue Shield Commitments to the San Bernardino County**

The following provisions shall apply to active Employees:

1. Blue Shield agrees to limit increases in Health Premiums in accordance with the following:

### **Contract Year 2 (CY 2) July 26, 2025 – July 24, 2026**

The Health Premiums payable to Blue Shield during CY 2 will not exceed an increase of six point nine percent (6.9%) over the Health Premiums payable to Blue Shield during CY 1 as described above. The rate cap includes Affordable Care Act taxes. However, the rate cap does NOT include any new federal or state Health Care Reform related fees, taxes, or additional mandated benefit change(s) for the 2025-2026 plan year.

### **Contract Year 3 (CY 3) July 25, 2026 – July 23, 2027**

The Health Premiums payable to Blue Shield during CY 3 will not exceed an increase of eight point nine percent (8.9%) over the Health Premiums payable to Blue Shield during CY 1 as described above. The rate cap includes Affordable Care Act taxes. However, the rate cap does NOT include any new federal or state Health Care Reform related fees, taxes, or additional mandated benefit change(s) for the 2026-2027 plan year.

2. Blue Shield agrees to waive the minimum requirements that required active Employee enrollment remain within a ten percent (10%) range (either plus or minus) from the enrollment count of the previous contract year and premium rate tiering requirements.
3. Blue Shield agrees to waive the ten dollar (\$10) copayment for the first three (3) visits for outpatient mental health/substance abuse for the PPO and Shield Signature HMO custom plans.
4. Blue Shield agrees to the following Urgent Care copays:
  - a. Shield Signature HMO Plan: Level 1 - \$10 copay. Level 2 (PPO) - \$10 copay
  - b. Shield Needles PPO: In-Network - \$10 copay. Out-of-Network - 30% copay (Same benefit as current)
  - c. Shield PPO (Non-Needles): In-Network - \$10 copay (not subject to the Calendar Year Deductible). Out-of-Network - 30% copay

5. Blue Shield agrees to offer a Point-of-Service (POS) product, under the Shield Signature HMO plan, wherein the PPO benefit is provided on a limited basis to employees for professional provider services and certain out-patient services only. There is no PPO benefit for facility or in-patient services.
6. Blue Shield agrees to the following contributions towards the County's Wellness Program.

Contract Year 1 – July 27, 2024 – July 25, 2025 -- \$500,000

Contract Year 2 – July 26, 2025 – July 24, 2026 -- \$500,000

Contract Year 3 – July 25, 2026 – July 23, 2027 -- \$500,000

- a. Funds for the County's Wellness Program for each contract year will be administered as follows: Funds will be allocated at the start of each contract year. Installments will be held by Blue Shield and managed through Blue Shield's internal budget. Blue Shield will provide on a monthly basis and upon request a statement of account for the Wellness Fund budget.
  - b. The above funds are committed for both Active & Retiree wellness programs. Funds are to be used for the promotion of health and wellness activities as collaborated and agreed upon between Blue Shield and the San Bernardino County's Wellness Subcommittee. In plan year 2024-25, Blue Shield agreed that the County would apply \$250,000 from the \$500,000 contribution towards lowering the premium rate increases of the active plans.
  - c. If the Blue Shield contract terminates at any time during the contract period, no wellness funds shall be available after the effective date of such termination.
7. Blue Shield agrees that the pharmacy program does not include a mandatory mail component for the grandfathered plans.
8. Blue Shield agrees to review and negotiate Performance Guarantees that are relevant to County demographics and needs for each contract year.
9. Blue Shield agrees to provide an electronic version of the adopted Evidence of Coverage and Disclosure Form (EOC) to the San Bernardino County. Blue Shield will provide a notification via email or mail to the county employees directing them to the County microsite to view or download the EOC.
10. Blue Shield agrees to attend all requested San Bernardino County meetings, expos, benefit fairs, etc.
11. Blue Shield agrees to the County's terms on bi-weekly billing, invoice, and eligibility structure for purposes of enrollment and EFT payments.

12. Blue Shield and the County agree that the benefit provisions described in the Benefit provisions of this Contract and this Attachment are subject to regulatory review and approval by the Department of Managed Health Care and other regulatory agencies as required.
13. Blue Shield agrees to a 60 day transition for MH&SA benefits for new enrollees when an application for Continuity of Care is submitted. If there is a **medical necessity** for a member to continue with an out of network provider, Blue Shield agrees to consider on a case by case basis to allow additional benefit days at the in network copay.
14. Blue Shield agrees that there will be no changes made to the Contract language without prior approval from the County.
15. Additional \$500,000 Discretionary Fund per year to support the County's Wellness program and access to care efforts from plan year 2024 – 2026. In plan year 2024-2025, Blue Shield agreed that the County would apply \$250,000 from the \$500,000 Discretionary Fund towards lowering the premium rate increase of the active plans.