Blue Shield of California, hereinafter Blue Shield, will be at risk, July 27, 2024, through July 25, 2025, for its performance of certain services provided to San Bernardino County – Active Employees, hereinafter, Client. 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 annual premium for the HMO product and 2% of cnnual premium for the PPO product.

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 November 30th of 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 January 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 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. Renewal

This Performance Guarantee Agreement is renewable for the duration of the 1-year contract between Blue Shield and San Bernardino County effective 07/27/2024 – 07/26/2025. 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.

F. Telephone Consumer Protection Act (TCPA)

HEDIS measure-based performance guarantees are only applicable when ≥80% (80 percent or higher) of San Bernardino County - Actives (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.

Guarantee	Measurement	Money at Risk	
		Shield Signature HMO	Shield PPO & Shield Needles PPO
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).	To be counted in this measure, a clean* file must be received in the appropriate format (ANSI 834 version 5010) must be submitted. 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. 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. Pended and open enrollment applications are exempt. Files received after 12 PM will be considered received the following business day. Measured and reported separately for HMO and PPO products. Reporting period will be August 1 through July 31 of each contract year.	0.022% for every 0.5% less than 98% (average for the year), up to a maximum penalty of 0.044%	0.0625% for every 0.5% less than 98% (average for the year), up to a maximum penalty of 0.125%

Guarantee	Measurement	Money at Risk	
		Shield Signature HMO	Shield PPO & Shield Needles PPO
	Client-specific[1] *Example: Enrollment files should not be rejected in Blue Shield's system due to formatting or data issues that would require any manual intervention (i.e. control number; proper encryption; file name etc.)		
Urgent Enrollments — Blue Shield will process 95% of urgent enrollments received via email to the designated County of San Bernardino email box 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.	Measurement will be based on the completion of the task within the specified timeframe. Measured and reported separately for HMO and PPO products. Reporting period will be August 1 through July 31 of each contract year. Client-specific[1]	0.05% for every 0.5% less than 95% (average for the year), up to a maximum penalty of 0.10%	0.065% for every 0.5% less than 98% (average for the year), up to a maximum penalty of 0.13%
Evidence of Coverage — Blue Shield will continue to mail to members a postcard with instructions on how to: 1) access the electronic Evidence of Coverage documents and Disclosure Forms; and 2) request a paper copy (at the member's discretion) be mailed by Blue Shield.	The postcard will be mailed within 30 calendar days from receipt of a clean and accurate enrollment data file from the County.	0.044%	0.13%

San Bernardino County – Active Employees

Performance Guarantee Agreement *Proprietary and Confidential*

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Guarantee	Measurement	Money at Risk	
		Shield Signature HMO	Shield PPO & Shield Needles PPO
Processing Accuracy — 98% of California-based claims will be finalized accurately. Processing errors include claims with payment and/or non-payment errors.	Based on annual audit performed by Blue Shield's Compliance Quality Audit team. Results are client-specific. Measured and reported separately for HMO and PPO products. Reporting period will be August 1 through July 31 of each contract year. Client-specific[1]	0.045% for every 0.5% less than 98% (average for the year), up to a maximum penalty of 0.09%	0.065% for every 0.5% less than 98% (average for the year), up to a maximum penalty of 0.13%
Financial Accuracy — 98% of California-based claims dollars will be paid correctly.	Based on annual audit performed by Blue Shield's Compliance Quality Audit team. Results are client-specific. Measured and reported separately for HMO and PPO products. Reporting period will be August 1 through July 31 of each contract year. Client-specific[1]	0.045% for every 0.5% less than 98% (average for the year), up to a maximum penalty of 0.09%	0.065% for every 0.5% less than 98% (average for the year), up to a maximum penalty of 0.13%
Turnaround Time (TAT 15) — 93% of clean California-based claims will be adjudicated to completion within 15 calendar days once received by Blue Shield of California. A "clean" claim is one that includes all the information necessary to make a medical determination to pay or deny the claim.	Based on annual audit performed by Blue Shield's Compliance Quality Audit team. Results are client-specific. Measured and reported separately for HMO and PPO products. Reporting period will be August 1 through July 31 of each contract year. Client-specific[1]	0.045% for every 0.5% less than 93% (average for the year), up to a maximum penalty of 0.09%	0.065% for every 0.5% less than 93% (average for the year), up to a maximum penalty of 0.13%

Guarantee	Measurement	Money at Risk	
		Shield Signature HMO	Shield PPO & Shield Needles PPO
Turnaround Time (TAT 30) — 99% of clean California-based claims will be adjudicated to completion within 30 calendar days once received by Blue Shield of California. A "clean" claim is one that includes all the information necessary to make a medical determination to pay or deny the claim.	Annual system-produced reports. Results are client-specific. Annual penalty assessment. Measured and reported separately for HMO and PPO products. Reporting period will be August 1 through July 31 of each contract year. Client-specific[1]	0.045% for every 0.5% less than 99% (average for the year), up to a maximum penalty of 0.09%	0.065% for every 0.5% less than 99% (average for the year), up to a maximum penalty of 0.13%
ASA — Average speed of answer of 80% of calls answered within 30 seconds or less.	Measured as the average percentage of calls in queue before being answered by a Blue Shield Agent. This is not Client-specific. Annual Blue Shield Call Center Results; system-produced reports. Annual metric and penalty assessment. Reporting period will be August 1 through July 31 of each contract year.[1]	0.025% for every 0.5% less than 80% (average for the year), up to a maximum penalty of 0.05%	0.065% for every 0.5% less than 80% (average for the year), up to a maximum penalty of 0.13%
Abandonment Rate — No more than 3% of all calls will be abandoned.	Measured as the percentage of calls terminating in queue prior to being answered by a Blue Shield Agent. This is not Client-specific. Annual Blue Shield Call Center Results; system-produced reports. Annual metric and penalty assessment. Reporting period will be August 1 through July 31 of each contract year.[1]	0.035% for every 0.5% in excess of 3% (average for the year), up to a maximum penalty of 0.07%	0.0625% for every 0.5% in excess of 3% (average for the year), up to a maximum penalty of 0.125%

Guarantee	Measurement	Money at Risk	
		Shield Signature HMO	Shield PPO & Shield Needles PPO
Written Correspondence (Correspondence/Faxes) — 95% of written and fax inquiries will be resolved within 30 business days.	This includes Member written inquiries and facsimiles. (This excludes correspondence from Providers and the Member appeals process.) Client Specific Results; system-produced reports. Excludes BlueCard inquiries. Annual metric and penalty assessment. Measured and reported separately for HMO and PPO products. Reporting period will be August 1 through July 31 of each contract year.[1]	0.045% for every 0.5% less than 99% (average for the year), up to a maximum penalty of 0.09%	0.065% for every 0.5% less than 99% (average for the year), up to a maximum penalty of 0.13%
Written Correspondence (eService) — 90% of eservice inquiries will be closed within 5 business days.	This includes Member eService inquiries. (This excludes correspondence from Providers and the Member appeals process.) Client Specific Results; system- produced reports. Excludes BlueCard inquiries. Annual metric and penalty assessment. Measured and reported separately for HMO and PPO products. Reporting period will be August 1 through July 31 of each contract year.[1]	0.045% for every 0.5% less than 99% (average for the year), up to a maximum penalty of 0.09%	0.065% for every 0.5% less than 99% (average for the year), up to a maximum penalty of 0.13%
HMO Overall Member Satisfaction (CAHPS HMO)	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) Not Client-specific.[2] NOTE: This is not a HEDIS measure.	0.09%	N/A

Guarantee	Measurement	Money at Risk	
		Shield Signature HMO	Shield PPO & Shield Needles PPO
Specialty Appointments (CAHPS HMO questions #25 and #14)	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) Not Client-specific.[2]	0.075%	N/A
Appointment Wait Time (CAHPS HMO questions #4 and #6)	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). Not Client-specific.[2]	0.125%	N/A
Adults' Access to Preventative/Ambulatory Health Services (HEDIS HMO) — ≥95% of Client's members 20 years and older will have an ambulatory or preventative care visit.	The percentage of Members 20 years and older who had an ambulatory or preventive care visit. Based on 2024 measurement rates reported to National Committee for Quality Assurance (NCQA) in 2025. Client-specific results. Measured and assessed annually; paid within 30 days after the findings are published by National Committee for Quality Assurance (NCQA) in 2025.	0.015% for every 0.5% less than 95% (average for the year), up to a maximum penalty of 0.03%	N/A

Guarantee	Measurement	Money at Risk	
		Shield Signature HMO	Shield PPO & Shield Needles PPO
Statin Therapy for Patients with Diabetes (SPD) HMO/POS (HEDIS HMO) — ≥65% of members 40–75 years of age during the measurement year with diabetes who do not have clinical atherosclerotic cardiovascular disease (ASCVD) who met the criteria.	The percentage of members 40–75 years of age during the measurement year with diabetes who do not have clinical atherosclerotic cardiovascular disease (ASCVD) who met the following criteria. Two rates are reported: 1. Received Statin Therapy. Members who were dispensed at least one statin medication of any intensity during the measurement year. 2. Statin Adherence 80%. Members who remained on a statin medication of any intensity for at least 80% of the treatment period. Standard HEDIS methodology for Blue Shield commercial HMO business. Annual metric and penalty assessment; reported in 2025 for 2024 calendar year. Not Client-specific.[2]	0.09%	N/A
Beta Blocker Treatment after Heart Attack Rate (PBH) HMO/POS (HEDIS HMO) — ≥80% of members 18 years of age and older during the measurement year who were hospitalized and discharged from July 1 of the year prior to the measurement year to June 30 of the measurement year with a diagnosis of AMI and who received persistent beta-blocker treatment for six months after discharge	The percentage of members 18 years of age and older during the measurement year who were hospitalized and discharged from July 1 of the year prior to the measurement year to June 30 of the measurement year with a diagnosis of AMI and who received persistent beta-blocker treatment for six months after discharge. Standard HEDIS methodology for Blue Shield commercial HMO business. Annual metric and penalty assessment; reported in 2025 for 2024 calendar year. Not Client-specific.[2]	0.09%	N/A

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Guarantee	Measurement	Money at Risk	
		Shield Signature HMO	Shield PPO & Shield Needles PPO
Childhood Immunizations – Combination 10 Immunizations HMO/POS (HEDIS HMO) — ≥50% of children 2 years of age who had four diphtheria, tetanus and acellular pertussis (DTaP); three polio (IPV); one measles, mumps and rubella (MMR); three haemophilus influenza type B (HiB); three hepatitis B (HepB), one chicken pox (VZV); four pneumococcal conjugate (PCV); one hepatitis A (HepA); two or three rotavirus (RV); and two influenza (flu) vaccines by their second birthday.	The percentage of children 2 years of age who had four diphtheria, tetanus and acellular pertussis (DTaP); three polio (IPV); one measles, mumps and rubella (MMR); three haemophilus influenza type B (HiB); three hepatitis B (HepB), one chicken pox (VZV); four pneumococcal conjugate (PCV); one hepatitis A (HepA); two or three rotavirus (RV); and two influenza (flu) vaccines by their second birthday. The measure calculates a rate for each vaccine and three combination rates. Standard HEDIS methodology for Blue Shield commercial HMO business. Annual metric and penalty assessment; reported in 2025 for 2024 calendar year. Not Client-specific.[2]	0.09%	N/A
Comprehensive Diabetic Care Hemoglobin HbA1c Testing (HBD) HMO/POS (HEDIS HMO) — ≥85% of members 18–75 years of age with diabetes (types 1 and 2) whose hemoglobin A1c (HbA1c) was at the noted levels.	The percentage of members 18–75 years of age with diabetes (types 1 and 2) whose hemoglobin A1c (HbA1c) was at the following levels during the measurement year: 1. HbA1c control (<8.0%) 2. HbA1c poor control (>9.0%) Standard HEDIS methodology for Blue Shield commercial HMO business. Annual metric and penalty assessment; reported in 2025 for 2024 calendar year. Not Client-specific.[2]	0.09%	N/A

Guarantee	Measurement	Money at Risk	
		Shield Signature HMO	Shield PPO & Shield Needles PPO
Colorectal Cancer Screening (COL) HMO/POS (HEDIS HMO) —≥65% of members 50–75 years of age who had appropriate screening for colorectal cancer.	The percentage of members 50–75 years of age who had appropriate screening for colorectal cancer. Standard HEDIS methodology for Blue Shield commercial HMO business. Annual metric and penalty assessment; reported in 2025 for 2024 calendar year. Not Client-specific.[2]	0.03%	N/A
Member Engagement Shield Concierge Care Management — 1% of total eligible population are engaged in Shield Concierge Care Management.	Denominator: Average of monthly client eligibility for the measurement period. Numerator: Number of engaged members enrolled in Shield Concierge Care Management during the measurement period. This metric is client-specific. Annual measurement available 60 days after close of measurement period.	0.015% for every 0.01% less than 1% (average for the year), up to a maximum penalty of 0.03%	N/A
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 the Account Team's overall performance in managing the account throughout the contract period.	Satisfaction determined by achieving a score of ≥8 on annual Client scorecard. Mutually agreed upon scorecard, reported and measured annually. A single scorecard will be used to measure and assess performance across all products. 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.	0.322%	0.45%

Guarantee	Measurement	Money at Risk	
		Shield Signature HMO	Shield PPO & Shield Needles PPO
Network Management — Notification of Medical Group Closure and Terminations from Network	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. Blue Shield will support this metric through the following channels: HMO Medical Groups o Weekly transition and disengagement notification reports as available (Southern California) o Once the transition plan is filed with the DMHC, an alert including applicable information such as negotiation overview, contracts by plan type, and available resources will be sent to the County of San Bernardino o Utilization report available (up to 12 months of data) upon request o Ad hoc reporting (parameters to be mutually agreed upon) available beginning 75 days prior to termination/closure date upon request PPO Medical Groups o Weekly provider resignation reports as available (in-network PPO providers) o Utilization report available (up to 12 months of data) upon request o Ad hoc reporting (parameters to be mutually agreed upon) available as soon as possible once termination is announced upon request o Member notification upon County of San Bernardino's request of terminated PPO providers (for instances in which Blue Shield makes a business decision not to distribute member letters) upon request Annual report and penalty assessment. Client-specific.	0.09%	0.13%

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Guarantee	Measurement	Money at Risk	
		Shield Signature HMO	Shield PPO & Shield Needles PPO
Overall Amount at Risk for Performance Guarantees		2.0%	2.0%

[1]Reporting period will be August 1 through July 31 each contract year and measured separately for HMO and PPO products.

[2]HMO products only; Commercial business-based results; Measured calendar year 2024 for 2024- 2025 contract year; Reported Fall 2025.

AGREED and ACCEPTED BY:

Sandra Wakcher Benefits Division Chief

County of San Bernardino (print name/title)

DocuSigned by:
Sandra Wakcher
County of San Bernardino (signature) 7/15/2024
Date

AGREED and ACCEPTED BY:

Marilyn Dekeyzer Marilyn Dekeyzer

Blue Shield of California (print name/title)

DocuSigned by:
Marilyn Dekeyzer
Blue Shield of California (signature) 7/17/2024
Date