

Performance Guarantee Agreement Effective Date: 01/01/2020

**Proprietary and Confidential** 

Blue Shield of California, hereinafter Blue Shield, will be at risk, January 1, 2020, through December 31, 2020, for its performance of certain services provided to County of San Bernardino - Retirees, hereinafter, Client.

### A. Performance Guarantees

The Performance Guarantees applicable to the Retiree 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 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 31<sup>st</sup> 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 31<sup>st</sup> 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. 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, or other natural forces, or by a third party(s) 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.

#### E. <u>Renewal</u>

This Performance Guarantee Agreement is renewable for the duration of the 1-year contract between Blue Shield and Client effective January 1, 2020 through December 31, 2020. 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 Client.



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#### TABLE 1 - PERFORMANCE GUARANTEES: NON- MEDICARE RETIREES ONLY

Guarantee	Measurement	Money at Risk
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: 1) View electronic version 2) Request a paper copy 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.	Maximum penalty of 0.10%
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, Blue Shield Call Center results. Annual metric and penalty assessment. Reporting period will be January 1 through December 31 of each contract year.	0.025% of premium for every 0.5% less than 80% (average for the year), up to a maximum penalty of 0.10% of premium
<b>Abandonment Rate</b> — 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, Blue Shield Call Center results. Annual penalty assessment. Reporting period will be January 1 through December 31 of each contract year.	0.025% of premium for every 0.5% in excess of 3% (average for the year), up to a maximum penalty of 0.10% of premium



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Written Correspondence — 95% of written, Eservice, and Fax inquiries will be resolved within 30 business days.	This includes Member written inquiries, facsimiles and Eservice inquiries. (This excludes correspondence from Providers and the Member appeals process). Client-specific results. Annual metric and penalty assessment.  Reporting period will be January 1 through December 31 of each contract year.	0.05% of premium for every 0.5% less than 95% (average for the year) up to a maximum penalty of 0.2% of premium
ID Card Distribution — 98% issued within 5 business days of receipt of information (Applicable when a minimum of 45 ID cards are issued per month).	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.  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. Annual metric and penalty assessment.	0.025% of premium for every 1.0% less than 98%, up to a maximum penalty of 0. 1% of premium



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Urgent Enrollments — Blue Shield will process 95% of urgent enrollments received via email to the designated County of San Bernardino 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.	Measurement will be based on the completion of the task within the specified timeframe. Annual metric and penalty assessment.	0.025% of premium for every 1.0% less than 95%, up to a maximum of 0.10% of premium
Contract Delivery – Blue Shield will provide final draft contracts by November 27; final contracts will be signed by December 27.	·	Maximum penalty of 0.10% of premium

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County of San Bernardino – Retirees

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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. Annual report and penalty assessment.	Maximum penalty of 0.10% of premium



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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 ≥A- on annual Blue Shield standard scorecard. 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 for each survey period, Blue Shield will assume performance has been satisfactory and the Performance Guarantee has been met for the corresponding survey period.  Annual metric and penalty assessment.	Maximum penalty of 0.10% of premium
meetings, Open Enrollment, and New Employee Orientation Expos – The Account Management Team	Annual metric and penalty assessment.	0.025% of



HMO Overall Member Satisfaction (Commercial 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).	Maximum penalty of 0.10% of premium
	Reported in 2021 for 2020 calendar year, annual metric and penalty assessment.	



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Guarantee	Measurement	Money at Risk
Getting Care Quickly Appointment Wait Time (Commercial 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).  Reported in 2021 for 2020 calendar year, annual metric and penalty assessment.	Maximum penalty of 0.10% of premium
Getting Needed Care Specialty Appointments (Commercial CAHPS HMO questions #14 and #25)	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)  Reported in 2021 for 2020 calendar year, annual metric and penalty assessment.	Maximum penalty of 0.10% of premium



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Adults' Access to Preventative/Ambulatory Health Services (HEDIS HMOS) — ≥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 measurement rates reported to National Committee for Quality Assurance (NCQA), reported in 2021 for 2020 calendar year; annual metric and penalty assessment.  Client-specific results.	0.025% of premium for every 1.0% less than 95%, up to a maximum penalty of 0.10% of premium
Mental Health Visit Post- Discharge (HEDIS HMO)— ≥70% of Client's members 6 years and older will have a mental health visit seven days post-discharge.	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.  Based on measurement rates reported to National Committee for Quality Assurance (NCQA), reported in 2021 for 2020 calendar year; annual metric and penalty assessment.  Book of business measure.	0.025% of premium for every 1.0% less than 70%, up to a maximum penalty of 0.10% of premium
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 2021 for 2020 calendar year; annual metric and penalty assessment. Book of business measure.	Maximum penalty of 0.10% 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 2021 for 2020 calendar year; annual metric and penalty assessment. Book of business measure.	Maximum penalty of 0.10% of premium

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### County of San Bernardino - Retirees

Chlamydia Screening in Women Rate (HEDIS HMO)	Blue Shield agrees to meet or exceed the 50th percentile NCQA National HMO Accreditation benchmark; reported in 2021 for 2020 calendar year; annual metric and penalty assessment. Book of business measure.	Maximum penalty of 0.10% of premium
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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 2021 for 2020 calendar year; annual metric and penalty assessment. Book of business measure.	Maximum penalty of 0.10% of premium
Overall Amount at Risk for Performance Guarantees		2.0% of premium

