



## **CONTRACT RENEWAL AGREEMENT**

**DEPARTMENT:** Finance

**BID/RFP# NUMBER:** RFP 19-RFP060519C-MH

**BID/RFP# TITLE:** Employee Benefits Health Plan (Medical and Pharmacy)

**ORIGINAL APPROVAL DATE:** August 7, 2019

**RENEWAL EFFECTIVE DATES:** January 1, 2023 THROUGH December 31, 2023

**RENEWAL OPTION #:** 3 OF 4

**NUMBER OF RENEWAL OPTIONS:** 4

**RENEWAL AMOUNT:** \$40.34 per enrollee per month administrative fee based on enrollment.

**COMPANY'S NAME:** Anthem of Georgia Inc.

**ADDRESS:** 740 West Peachtree NW

**CITY:** Atlanta

**STATE:** GA

**ZIP:** 30308

**This Renewal Agreement No. 3 was approved by the Fulton County Board of Commissioners on BOC DATE:** 2022-0610 **BOC NUMBER:** 9/7/2022

**SIGNATURES: SEE NEXT PAGE**

**SIGNATURES:**

Vendor agrees to accept the renewal option and abide by the terms and conditions set forth in the contract and specifications as referenced herein:

**FULTON COUNTY, GEORGIA**

DocuSigned by:

*Robert L. Pitts*

**Robert L. Pitts, Chairman**  
**Fulton County Board of Commissioners**

**ATTEST:**

DocuSigned by:

*Tonya R. Grier*

**Tonya R. Grier**  
**Clerk to the Commission**

**(Affix County Seal)**



**AUTHORIZATION OF RENEWAL:**

DocuSigned by:

*Hakeem Oshikoya*

**Hakeem Oshikoya, Finance Director**  
**Finance Department**

**ANTHEM OF GEORGIA, INC.**

DocuSigned by:

*Dana Maloof*

**Dana Maloof**  
**Account Management Consultant**

**ATTEST:**

**Secretary/  
Assistant Secretary**

**(Affix Corporate Seal)**

**ATTEST:**

DocuSigned by:

*Andrea Malone*

**Notary Public**

**County:** Gwinnett

**Commission Expires:** 8/8/2024

**(Affix Notary Seal)**

DocuSigned by:



**ITEM#:** \_\_\_\_\_ **RCS:** \_\_\_\_\_  
**RECESS MEETING**

**ITEM#:** 2022-0610 **RM:** 9/7/2022  
**REGULAR MEETING**



## Business Associate Agreement

**THIS AGREEMENT** ("Agreement") is entered into as of the date set forth below by and between **Anthem Inc.** ("Anthem") for itself and on behalf of its operating subsidiaries and **Fulton County Georgia** ("Client").

**WHEREAS** Client is a plan sponsor of one or more group health plans, which group health plan(s) is a Covered Entity, as such term is defined in 45 CFR §160.103;

**WHEREAS** Anthem provides medical, pharmacy, and wellness administration services, and disease management services ("Services") to Client in accordance with the underlying services agreement (the "Services Agreement"), identified by reference no. RFP 19-RFP060519C-MH , which requires Anthem to access, use, disclose and maintain Protected Health Information ("PHI"), as such term is defined in 45 CFR §160.103. Accordingly, Anthem is a Business Associate, as such term is defined in 45 CFR §160.103, of the Client when it conducts Services; and

**WHEREAS** the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended by the Health Information Technology for Economic and Clinical Health Act ("HITECH") regulates the access, use, disclosure and maintenance of PHI. Anthem and Client desire to exchange and treat PHI in compliance with HIPAA and HITECH under the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164 (the "HIPAA Rules").

**NOW, THEREFORE**, in consideration of the premises and the mutual promises contained herein, Client and Anthem Inc. hereby agree as follows:

### 1. Definitions

- (a) *Business Associate.* "Business Associate" will generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this agreement, will mean Anthem.
- (b) *Covered Entity.* "Covered Entity" will generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement, will mean **Fulton County Georgia**.
- (c) All other capitalized terms used and not otherwise defined herein will have the same meaning as in the HIPAA Rules.

### 2. Anthem's Use and Disclosure of PHI

- (a) Anthem will not use or disclose PHI other than (1) as permitted or required by this Agreement or any other agreement between the parties, (2) as permitted in writing by the Plan or its Plan administrator, or (3) as authorized by Individuals and agrees to use and disclose the minimum necessary PHI required. Anthem will not use or disclose PHI in a manner that would violate the Privacy Rule if done by Client, except for the specific uses and disclosures set forth herein at subsections d, e and f.
- (b) Anthem may use or disclose PHI as necessary (1) for the management, operation and administration of the Plan, (2) to provide the Services set forth in the Services Agreement, which include (but are not limited to) Treatment, Payment activities, and/or Health Care Operations, and (3) as otherwise required to perform its obligations under any agreement between the parties.
- (c) Anthem may use or disclose PHI as Required by Law.
- (d) In conformance with the HIPAA Regulations, Anthem may use PHI for its proper management and administration or to carry out its legal responsibilities and to perform Data Aggregation services, and to create De-identified PHI, Summary Health Information and/or Limited Data Sets. Business Associate is expressly permitted to disclose PHI to Health Care Providers as permitted by the HIPAA Regulations.
- (e) Anthem may disclose PHI for its proper management and administration or to carry out its legal responsibilities, provided the disclosures are Required by Law, or Anthem obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the person, and the person notifies Anthem of any instances of which it is aware in which the confidentiality of the information has been violated;

### **3. Anthem's Obligations and Activities Regarding PHI**

- (a) Anthem will use appropriate safeguards to prevent the use or disclosure of PHI other than as provided for by the Agreement.
- (b) Anthem will report to Client any use or disclosure of PHI not provided for by the Agreement of which it becomes aware. Such reports shall not include instances where Business Associate inadvertently misroutes PHI to a Health Care Provider to the extent the disclosure is not a Breach as defined under 45 C.F.R. § 164.402.
- (c) Anthem will mitigate, to the extent practicable, any harmful effect that is known to it of a use or disclosure of PHI by Anthem in violation of the requirements of this Agreement.
- (d) Anthem will comply with the obligations described in 45 C.F.R. 160 and 164 Subparts A and C with respect to electronic Protected Health Information

("ePHI") and will report to Client any Security Incident of which it becomes aware. Notwithstanding the foregoing, Client acknowledges the ongoing existence of malware, pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denials of service and other routine, unsuccessful attempts at accessing and/or interfering with Anthem's information system that do not pose a threat or hazard to the integrity of PHI and about which no further notification from Anthem is necessary.

- (e) Anthem will report to Client, as soon as practicable, but no later than 30 days after discovery, any Breach of Unsecured PHI as required at 45 CFR §164.410. Such notice will include all required information that is available, including:
  - (i) The identity of each Individual whose Unsecured PHI has been or is reasonably believed by Anthem to have been accessed, acquired, used or disclosed during the Breach;
  - (ii) A brief description of what happened, including the date of the Breach and the date of discovery if known;
  - (iii) A description of the type of Unsecured PHI involved in the Breach;
  - (iv) The steps Individuals should take to protect themselves from potential harm resulting from the Breach;
  - (v) A brief description of the steps Anthem is taking to investigate, mitigate harm, and protect against further breaches; and
  - (vi) Contact information for individuals to ask follow-up questions or learn additional information regarding the breach.

In addition to providing notice to Client of a Breach, Business Associate will provide any required notice to individuals and applicable regulators on behalf of Client. Business Associate will be responsible for its actual costs of providing notice to individuals and applicable regulators in the event of a Breach of Unsecured PHI caused by Anthem.

- (f) If Anthem uses subcontractors in the provision of the Services, Anthem will ensure that subcontractors who create, receive, maintain, or transmit PHI on its behalf agree to equivalent restrictions, conditions, and requirements as contained herein with respect to such information.
- (g) Anthem will make available to Client PHI in a Designated Record Set as necessary to satisfy Client's obligations under 45 CFR §164.524.
- (h) Anthem will make any amendment(s) to PHI in a Designated Record Set as directed or agreed to by the Client pursuant to 45 CFR §164.526, or take other reasonable measures as necessary to satisfy Client's obligations under 45 CFR §164.526.

- (i) Anthem will maintain and make available to Client the information required to provide an accounting of disclosures, as necessary to satisfy Client's obligations under 45 CFR §164.528.
- (j) Anthem will only carry out Client's obligations under the Privacy Rule as mutually agreed to by the parties. In such instances, Anthem will comply with the Privacy Rule requirements that apply to Client in the performance of such obligations.
- (k) Subject to any applicable legal privileges or confidentiality agreements, Anthem will, upon reasonable notice and during normal business hours, make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules by Anthem and/or Client.

#### **4. Client's Obligations and Activities**

- (a) Client will notify Anthem of any limitation(s) in its notice of privacy practices under 45 CFR §164.520, to the extent that such limitation may affect Anthem Inc.'s use or disclosure of PHI. Absent written consent, Client's notice of privacy practices will not impose obligations on Business Associate that are in addition to or that are inconsistent with this Agreement.
- (b) Client will notify Anthem of any changes in, or revocation of, the permission by an Individual to use or disclose his or her PHI, to the extent that such changes may affect Anthem's use or disclosure of PHI.
- (c) Client will notify Anthem of any restriction on the use or disclosure of PHI that it has agreed to or is required to abide by under 45 CFR §164.522, to the extent that such restriction may affect Anthem's use or disclosure of PHI. Client agrees that it will not commit Business Associate to any restriction on the use or disclosure of PHI for Treatment, Payment or Health Care Operations without Business Associate's prior written approval.
- (d) Client will not request Anthem to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Client, except to the extent that such use or disclosure is for the purposes set forth in Sections 2(d), (e) and (f).

#### **5. Term and Termination**

- (a) The Term of this Agreement will be effective as of the date set forth below and will run concurrently with the Services Agreement to the extent that Services require Anthem to access, use, disclose and maintain PHI.
- (b) Either party may terminate this Agreement if the other has engaged in a pattern of activity or practice that constitutes a material breach of the Agreement, provided that the non-breaching party provides the breaching party with no less than 30 days in which to cure such violation prior to termination becoming effective. However, if the non-breaching party reasonably and in good faith determines that the violation is not curable, it may terminate this Agreement as soon as administratively feasible upon written notice to the breaching party.

- (c) Upon termination of this Agreement, the Services Agreement also will terminate to the extent that it requires Anthem to access, use, disclose and/or maintain PHI in order to provide the Services.
- (d) Upon termination of this Agreement for any reason, Anthem will, to the extent feasible, return or destroy the PHI, which Anthem still maintains in any form. Client understands that Anthem's need to maintain portions of the PHI for archival purposes related to memorializing the Services and comply with its then-existing document retention and business continuity programs, will render return or destruction infeasible. Anthem will not use or disclose the PHI so retained other than as described in this Section 5(d) and Anthem will maintain such PHI in accordance with its obligations under this Agreement until all such PHI is destroyed in accordance with Anthem's document retention policy.

## 6. Substance Use Disorder Information.

The parties acknowledge that information subject to 42 C.F.R. Part 2 ("Part 2") may be used and disclosed for Client's payment and health care operations under the terms of this Agreement and the Services Agreement to the extent that Business Associate is a Contractor and Client is a Third Party Payer as defined under Part 2.

- A. **Business Associate Obligations.** Business Associate shall: (i) comply with Part 1, (ii) implement appropriate safeguards to protect such information, (iii) report non-permitted uses or disclosures of such information in a manner consistent with this Agreement, and (iv) refrain from re-disclosing such information unless permitted by law.
- B. **Client Obligations.** Client agrees to make commercially reasonable efforts to disclose only the minimum amount of PHI necessary, including such PHI that may be regulated under Part 2. Client, to the extent that it operates as a Third Party under Part 2, shall notify Business Associate of any information it transmits directly or indirectly to Business Associate that is subject to Part 2.

## 7. Notices

Any notices or other communications under this Agreement will be in writing and will be given to the Parties by hand, by electronic mail, nationally recognized overnight courier service or by express, registered or certified mail, postage prepaid, return receipt requested, at the addresses set forth below:

### **If to Client, to:**

Office of the County Attorney  
141 Pryor Street, SW, Suite 4038  
Atlanta, Georgia 30303  
Attention: Kaye Woodard Burwell,  
Interim County Attorney

Financial Department  
141 Pryor Street, SW, Suite 7001  
Atlanta, Georgia 30303

### **If to Anthem, to:**

The Anthem Inc.  
3350 Peachtree Road NE  
Atlanta GA 30326  
Attention: Account Management Consultant  
c/o Dana Maloof

Email: [dana.maloof@anthem.com](mailto:dana.maloof@anthem.com)

Attention: Hakeem Oshikoya

## 8. General

- (a) *Regulatory References.* A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- (b) *Interpretation; Entire Agreement;* Any ambiguity in this Agreement will be interpreted to permit compliance with the HIPAA Rules. This Agreement constitutes the entire agreement between the Parties regarding the exchange of PHI. In the event of any inconsistency or conflict between this Agreement, and the Services Agreement or any other written agreement between the parties, the terms, provisions and conditions of this Agreement will control and govern.
- (c) *Modification of Agreement.* The parties agree to take such action as is necessary to modify or amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law. No modification or amendment hereto will be valid unless it is in writing and signed by the Parties.
- (d) *Severability; Waiver.* If any provision of this Agreement is found to be illegal or otherwise unenforceable, that provision will be severed and the remainder of this Agreement will remain in full force and effect. No consent to or waiver of any default hereunder will be effective unless in writing and no such consent or waiver will be construed as a consent to or waiver of any default in the future or of any other default hereunder.
- (e) *No Third Party Beneficiaries.* This Agreement is made and entered into solely for the benefit and protection of the Parties hereto, their successors and permitted assigns, and does not confer any rights or privileges upon any third parties, including any participant or beneficiary of Client.
- (f) *Dispute Resolution.* If any controversy, dispute, or claim arises between the parties with respect to this Agreement, the parties will utilize the dispute resolution as set out in the Service Agreement, Article 13: Disputes.
- (g) *Counterparts.* This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but such counterparts shall constitute one and the same instrument. Facsimile or other electronic (e.g. PDF) copies of signatures shall constitute originals.

\* \* \* \* \*

*Execution Page Follows*



IN WITNESS WHEREOF, the Parties have executed this Business Associate Agreement as of the date first above written.

ANTHEM, INC.

FULTON COUNTY, GEORGIA

DocuSigned by:  
*Dana Maloof*  
06DED120D5E04F7...  
Name Dana Maloof  
Title Account Manager/Consultant

DocuSigned by:  
*Robert L. Pitts*  
14E1B4AA5FBA44A...  
Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

ATTEST:

DocuSigned by:  
*Tonya R. Grier*  
EEC476C4837648D...  
Tonya R. Grier,  
Clerk to the Commissioner

(Affix County Seal)



APPROVED AS TO FORM:  
Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:  
*Hakeem Oshikoya*  
128C694560734FE...  
Hakeem Oshikoya, Finance Director  
Financial Department



September 9, 2022

Melissa Barnett, CEBS, CPM®  
Manager  
Employee Benefits, Payroll, Pension & Wellness  
Fulton County Government  
141 Pryor St SW, Ste 7001  
Atlanta, GA 30303

**Sent Via: Email**

**Re: Fulton County renewal / benefits confirmation 2023 plan year**

Dear Melissa,

Thank you for renewing Fulton County's benefit plans and programs with Anthem Blue Cross Blue Shield of Georgia for the 2023 plan year. We look forward to another year of partnering together to deliver better care to our members, providing greater value to you, our customer, and helping improve the health of our communities.

The purpose of this letter is to confirm benefits, programs, fees and other terms for the upcoming plan year. Please review the items below carefully and provide your approval by signing the **Fixed Administrative Cost document and Pharmacy Pricing document (attached)**.

The renewal is based on 3,672 subscribers.

**Eligible Classes and Benefit Options:**

Fulton County offers the following plan options:

- Active and pre-65 retired employees and their dependents
  - Anthem Open Access HMO, POS and HDHP, Pharmacy, and Anthem Spending Health Savings Account Administration (Act Wise)
- Post-65 retired employees and their dependents
  - Anthem Gatekeeper HMO, Indemnity, and PPO Plus, and Pharmacy

**Termed Benefits:**

Not applicable

**New Benefits:**

Not applicable

**Products Renewing**

Medical and Pharmacy: Inclusive of programs and solutions helping families stay healthy and connected:

**File Feeds**

The following current external file feeds will continue for 2023:

- EDI/EET file

**Compliance**

Please note the 2023 guidelines for out-of-pocket maximum limits and deductibles per HHS and the IRS:

- Per HHS guidelines, the 2023 out-of-pocket maximum limit for non-grandfathered plans is **\$9,100** for self-only coverage and \$18,200 other-than self only
- Per the IRS guidelines, the 2023 minimum deductible for HSA-qualified plans is **\$1,500** for self only coverage and **\$3,000** for family coverage
- Per the IRS guidelines, the 2023 out-of-pocket maximum for HSA-qualified plans is **\$7,500** for self-only plans and a total of **\$15,000** for other-than self only plans

**Wellness / Implementation and Communication Fund:**

Wellness Funds: **\$71.81** per subscriber (active and pre-65 retired employees) to a maximum amount of **\$525,000**.

Implementation/Communication - **\$100,000**

All funds **must** be used within the Contract any unused funds will not rollover over to the subsequent Contract Period (s).


**Performance Guarantees**

Performance Guarantees 25% at risk of total administrative fees, can be found in the **attached 2023 Performance Guarantee Documents**.

Please review and sign before **September 15, 2022** to ensure a timely 2023 implementation.

Thank you.

*Dana Maloof*  
Account Manager, Consultant

Pharmacy Pricing FULTON COUNTY		01/01/2023 - 12/31/2024		3,672			
Retail Pricing Guarantees	RETAIL NETWORK OPTION (select one)	<input checked="" type="checkbox"/> Base Network		Base Retail Pharmacy Network Broadest retail network. CpDrug services available for \$0.50 prepns			
		01/01/2023 - 12/31/2023		01/01/2024 - 12/31/2024			
		Brands 1-83 days' supply / Generics all days' supply		19.00% 19.00%		50.50 50.50	
Maintenance Pricing Guarantees	MAIL MAINTENANCE NETWORK OPTIONS:	<input checked="" type="checkbox"/> Optional Home Delivery		Optional Home Delivery Standard mail order that allows members to receive a 90 day supply of maintenance medication through Anthem's Home Delivery Pharmacy.			
		01/01/2023 - 12/31/2023		01/01/2024 - 12/31/2024			
		Brand Discount % off ASP		26.00% 26.00%		87.00% 87.00%	
	RETAIL MAINTENANCE NETWORK OPTIONS:	<input type="checkbox"/> Retail 90		Retail 90 Maintenance Network A maintenance network and plan design supporting 90 day supply of maintenance medications at a retail \$5,000 pharmaceutical (do not select with mail maintenance)			
		01/01/2023 - 12/31/2023		01/01/2024 - 12/31/2024			
		Retail 90: Brand >= 84 days' supply / Generics all days' supply - Rates Shown Above		26.00% 26.00%		50.50 50.50	
Specialty Pricing Guarantees	SPECIALTY (select one)	<input checked="" type="checkbox"/> Open Specialty		Open Specialty This program does not require mandatory use of Anthem's preferred Specialty Pharmacy Provider and allows members to obtain specialty medications at the pharmacy of their choice.			
		01/01/2023 - 12/31/2023		01/01/2024 - 12/31/2024			
		Overall Specialty Discount % off ASP		22.00% 22.00%		50.00 50.00	
Prescription Drug Rebate Guarantees	FORMULARY OPTION (select one)	<input checked="" type="checkbox"/> National Formulary		National Formulary Standard and broadest formulary offering. Will include brand name and generic prescription medications selected through our PAI review process based on safety, effectiveness and value.			
		01/01/2023 - 12/31/2023		01/01/2024 - 12/31/2024			
		Minimum Rebate Guarantees		Retail 90 Per Brand Script		\$209.31 \$282.86	
Admin Fees	Pharmacy Administration Fees	01/01/2023 - 12/31/2023		01/01/2024 - 12/31/2024			
		Admin Fee Per Script		\$1.38 \$1.38			
Allowance/Credit	Allowance/Credit Table	01/01/2023 - 12/31/2023		01/01/2024 - 12/31/2024			
		Performance Guarantee		\$50,000 \$50,000		N/A Annual Total	

The Pharmacy Pricing Guarantees presented here assume the adoption of all recommended programs.

Authorized Signature: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Pharmacy Pricing Assumptions & Conditions

FULTON COUNTY

Effective:01/01/2023 - 12/31/2024

Total subscribers:3,672

**General Conditions**

The pricing and terms in this commercial proposal are being offered solely for FULTON COUNTY with an effective date of 01/01/2023, for a term of 2 Years.

In order for the proposed terms to apply, the client must notify Anthem of offer acceptance at least 90 days prior to the effective date.

Guarantees are contingent upon a signed agreement and assume alignment with the proposed Preferred Drug List (PDL), including all prior authorization and utilization management criteria, and a plan design that allows for up to 90 days supply at mail.

Any excess achieved in a pharmacy financial guarantee will be used to make up for, and offset, a shortfall in other pharmacy financial guarantees.

Anthem may receive and retain administrative fees from our pharmacy vendor or directly from pharmaceutical manufacturers.

COVID Test Kits, COVID Anti-Viral Medication and COVID Vaccines are excluded from all rebates, pricing calculations and performance guarantees under your PBM contract.

Should the client terminate Pharmacy Services during the Agreement Period for reasons other than for cause an early termination fee may apply.

Offer applies only to commercial plans.

Upon thirty (30) days prior written notice, Anthem may modify or amend the financial provisions in a manner designed to account for the impact of the events identified below:

- The client does not implement the recommended formulary, clinical and cost-of-care management programs that are part of the Plan.
- Material differences between client's actual utilization and the data and assumptions used to develop this quote, including but not limited to the percentage of claims subject to a consumer driven health plan (CDHP).
- Anthem is no longer the sole administrator for the pharmacy benefit portion of client's Plan or the exclusive source of prescription drug rebates.
- Prescription drug rebate eligibility is modified under an agreement between PBM and its vendor or PBM and a manufacturer.
- The client has an onsite pharmacy and/or participates in the Federal 340B purchasing program which was not disclosed to Anthem at the time of underwriting.
- A government action or major change in pharmaceutical industry practices that eliminates or materially reduces the manufacturer Prescription drug rebate program.
- Unexpected market events including but not limited to product launches and or recalls / withdrawals.
- Changes in the AWP reporting source or in the manner in which AWP is calculated, including changes in the mark-up factor used to calculate AWP.

We reserve the right to modify, suspend or nullify our guarantees should one of the following happen:

- A change to the Plan benefits that result in a substantial change in the services to be performed by Anthem.
- Circumstances beyond Anthem's control including but not limited to any act of God, civil riot, floods, fire, pandemics, acts of terrorists, acts of war, or power outages that delay our performance or that of our vendors.
- The client terminates the Agreement before the end of a performance period, or we terminate it because of non-payment.
- The client withdraws from participation in particular programs tied to performance guarantee(s) prior to completion of the measurement period associated with the performance guarantees.
- Anthem does not receive information or other support from employer that would allow us to meet the Guarantee.
- Anthem reserves the right to modify the pricing and/or rebate guarantees in the event of unanticipated brand or generic drug launches or unforeseen delays in expected drug launches.

This document represents a summary of Anthem's pricing offer and is not intended to be all-inclusive; other standard terms, conditions and pricing may apply. Specific contract language will be provided upon request. If this summary conflicts with the Administrative Services Agreement, the Administrative Services Agreement controls.

**Network Guarantees**

Network guarantees do not apply to claims processed through onsite or client owned pharmacies.

Our Network guarantees exclude the following claims: Authorized Generics, Compounds, Most Favored Nation, Paper, Out-of-Network, Vaccines, 340B, Coordination of Benefit (COB), Subrogated, Outlier, Onsite Pharmacy

Single source generics will be considered generic drugs and will be included in the generic discount and generic dispensing fee guarantees.

Brand MAC will be considered generic drugs and will be included in the generic discount and generic dispensing fee guarantees.

Member pay the difference claims will be considered claims for generic drugs and will be included in the generic discount and generic dispensing fee guarantees.

We reserve the right to modify or nullify the network guarantees in the event of a 20.0% or greater change in annualized adjusted prescription drug claims compared to the assumptions used to develop this quote.

We reserve the right to modify or nullify the network guarantees in the event of a 20.0% or greater change in membership compared to the assumptions used to develop this quote.

We reserve the right to modify or nullify the network guarantees in the event of a 20.0% or greater change in utilization by channel compared to the assumptions used to develop this quote.

We reserve the right to modify or nullify the network guarantees in the event of a 20.0% or greater change in utilization by brand, generic and specialty distribution compared to the assumptions used to develop this quote.

**Rebate Guarantees**

The client must use Anthem's recommended formulary to be eligible for prescription drug rebates, whether the prescription drug rebates are paid or applied as a credit.

Rebate eligibility is dependent on confirmation of FULTON COUNTY's ERISA status.

Rebate Guarantees do not include rebates attributable to medical claims processed by Anthem.

Our rebate guarantees exclude the following claims: Limited Distribution, Adjunct, New to Market Drugs, Biosimilars, Single Source Generics, Most Favored Nation, Mail <60 days supply, Paper, Out-of-Network, Vaccines, Zero Balance, Compounds, Authorized Generics, Coordination of Benefit (COB), Subrogated, Outlier, Onsite Pharmacy, Claims with >50% Member Cost Share, Multi-Source Brands, Specialty Starter Fills

Rebate Guarantees do not apply to Claims processed through institutional, hospital, or staff model/hospital pharmacies where the pharmacy, most likely, has its own manufacturer contracts (rebate or purchase discounts), or through pharmacies that participate in the Federal government pharmaceutical purchasing program.

Rebate Guarantees do not apply if there is a failure by the client to maintain and implement a Plan design wherein non-preferred drugs have either a \$15.00 higher Copayment or a 50% higher coinsurance (ex: preferred = 30%, non-preferred = 45%) than the preferred.

We reserve the right to modify or nullify the rebate guarantees in the event of a 20.0% or greater change in annualized adjusted prescription drug claims compared to the assumptions used to develop this quote.

We reserve the right to modify or nullify the rebate guarantees in the event of a 20.0% or greater change in membership compared to the assumptions used to develop this quote.

We reserve the right to modify or nullify the rebate guarantees in the event of a 20.0% or greater change in utilization by channel compared to the assumptions used to develop this quote.

We reserve the right to modify or nullify the rebate guarantees in the event of a 20.0% or greater change in utilization by brand, generic and specialty distribution compared to the assumptions used to develop this quote.

We reserve the right to modify or nullify the rebate guarantees if greater than 5.00% of utilization is not on the selected formulary.

**Our Prescription Drug Plan: Programs and Services**

We offer a comprehensive suite of trend and integrated health management programs and services. Below is a list, by product, of the programs and services that are included in this offer.

This list is not all inclusive and may change as we update our offering to meet the needs of the marketplace.

Category	Included/Optional
General Administration	
Account management	Included at no cost
Banking	Included at no cost
FSA feeds	Included at no cost
Implementation services	Included at no cost
Plan design strategy and consultation	Included at no cost
Combined medical & pharmacy ID cards	Included at no cost
Standard communication materials to assist members with enrollment decisions and welcome them to their new plan when they enroll	Included at no cost
Customized communication materials	\$2.00 per letter
Paper claims/member submitted claims processing	\$2.50 per occurrence
Network Pharmacy Services	
Pharmacy help desk with toll-free number 24/7 support	Included at no cost
Pharmacy network management	Included at no cost
Pharmacy reimbursement	Included at no cost
Fraud , Waste and Abuse (FWA) Services includes two types of Pharmacy Network monitoring and audit capabilities.	Included
Daily claim review and reprocessing	Included
Pharmacy Network Audit/ Investigative and Onsite Audit	100% of recoveries received are shared less a 25.00% recovery fee to cover associated expenses.
Custom / Onsite Pharmacy network development and administration	Subject to initial set up and ongoing maintenance fees to be determined based on scope.
On-site pharmacy claim processing	No onsite pharmacies included in offer. If identified, \$2.50 per on-site claim.
Home Delivery Services	
Home delivery claims processing	Included at no cost
Home delivery call center with toll-free number	Included at no cost
Benefit education (includes home delivery promotion)	Included at no cost
Retail-to-Home Delivery member outreach programs	Included at no cost
Home delivery regular shipping and handling	Included at no cost
Account Management Services	
Annual strategic planning with quarterly reviews	Included at no cost
Centralized administration for payment of claim and administration fees	Included at no cost
Designated pharmacy account team support, including Pharmacy Account Manager, Pharmacy Program Manager (clinical), Pharmacy Services Coordinator	Included at no cost
Remote training for access to online system(s)	Included at no cost
Dedicated account team support	Pricing available upon request
Member Services	
Customer service for members with toll-free number, to include language translation services	Included at no cost
Pharmacy customer service call center with toll-free number	Included at no cost
Member Website Portal (SSO)	Included at no cost
Internet Services	
e-Services for Prescriptions: Intuitive and easy to navigate	Included at no cost
Online health improvement tools and programs	Included at no cost
Pharmacy look-up	Included at no cost
Refill a prescription	Included at no cost
Savings center – compare costs to switch from retail to home delivery	Included at no cost

Search and price a medicine – search drugs by name, therapeutic class or subclass; compare costs and drug details, including price by pharmacy	Included at no cost
Secure member message center	Included at no cost
Additional miscellaneous Internet services – view coverage and copayments, obtain an ID card, access drug and health guide	Included at no cost
<b>Patient, Trend, Quality and Cost-of-Care Management</b>	
Clinical Prior Authorization program	\$55.00 per occurrence
This review focuses mainly on drugs that may have risk of serious side effects or dangerous drug interactions, high potential for incorrect use or abuse, better alternatives that may cost less, or restrictions for use with very specific conditions.	
Clinical Pharmacy Review – Physician Review	\$800.00 per occurrence
Certain medications need a higher level of review than a Clinical Prior Authorization and additional information from the prescriber.	
IngenioRx ProActive PA	Included at no Cost
Proactive PAs apply integrated medical and pharmacy data, where a member's diagnosis from medical claims are incorporated into the pharmacy claim system to seamlessly approve PAs where diagnoses are required. During adjudication, the Proactive PA rules evaluate the member's diagnosis from medical claims for the presence of a diagnosis code representing a condition for which a traditional utilization review is not needed to authorize the medication. If the diagnosis is present, the claim will pay at point-of-sale rather than rejecting for PA required.	
Step Therapy	\$0.30 per script
Step therapy requires the member to use one medication before benefits for the use of another medication can be authorized. Step therapy ensures members have previously used first-line therapies or have risk factors making the prescribed products inappropriate.	
Quantity Limits and Dose Optimization	\$0.55 per script
Quantity limits guard against high doses and excessive utilization based on either doses exceeding the FDA or manufacturer recommended maximum daily doses or limiting short-term medications to a certain number of fills over a defined period of time.	
Concurrent DUR	Included at no cost
Concurrent DUR program utilizes point-of-service safety edits (for Specialty and non-Specialty Products) to monitor:	
Clinical appropriateness	
Medication safety	
Duplicate claims	
Duplicate prescriptions	
Refill frequency (refill-too-soon)	
Maximum dispensing limitations	
Cost and quantity inconsistency	
Retrospective Drug Utilization Review programs	Included at no cost
Retrospective safety review within 72 hours of adjudication.	
Rx Care Nexus (formerly known as IngenioRx Enhanced Care Optimization Program)	\$0.60 Per Script
IngenioRx's digital-first clinical care management solution, which includes the standard core clinical programs and expanded scope of chronic conditions managed, focuses on identifying potential gaps in pharmacy care related to adherence, appropriate use, medication compliance, safety, cost savings on generics and formulary alternatives. This program concentrates on addressing actionable clinical opportunities for individual members who are identified as at-risk. Interventions are conducted through multiple outreach channels including a variety of digital capabilities such as LiveHealth Online.	
The Rx Care Nexus program includes a guaranteed return on investment (ROI) of 2:1 based on savings from improved adherence, conversion of targeted drugs to lower cost solutions, and medication management. If the ROI is less than 2:1, then PBM will credit additional savings to the extent necessary to make the ROI ratio 2:1. However, the credit will not exceed the value of the program fee paid for the year.	
Cost-of-Care programs	Included at no cost
Formulary management – outcomes-based formulary	
Generic Drug Management	Included at no cost
Preferred Generics – members pay brand copay plus the cost difference when a generic is available but a brand is selected.	
Vaccine Program Fee	\$2.50 Per Occurrence
Prescription Drug Discount Program for Non-Covered Drugs	Included at no cost
Allows members to purchase certain medications not covered under their plan at a discount.	
Specialty Drug Accumulator Rules	Included at no cost
The specialty drug accumulator rules help prevent non-needs-based manufacturer copay assistance program funds from counting toward member deductibles and out-of-pocket maximums, ensuring that only the member's true out of pocket is reflected against their plan and keeping the integrity of the plan design intact.	
Specialty Condition Management - Standard	Included at no cost
Offers specialized Member support and resources targeting 9 rare medical conditions to all Members using the Specialty Pharmacy after their second fill of a Specialty Product through the Specialty Pharmacy. Conditions: Crohn's disease, cystic fibrosis, Gaucher's disease, hemophilia, hereditary angioedema, lupus, multiple sclerosis, rheumatoid arthritis, and ulcerative colitis.	
Specialty Cost Optimization Program	Included
Comprehensive management of medical specialty utilization and spend and ensuring appropriate, quality care.	
Right Drug Right Channel - Consists of two components which drive specialty medications to the most clinically appropriate benefit- medical to pharmacy and pharmacy to medical.	
Medical Specialty Drug Review: Helps to improve outcomes and manage total cost by applying clinical criteria that optimize dose and ensure clinically appropriate and safe use.	
Site of Care - Clinical reviews are initiated when certain specialty medications are requested to be administered in an outpatient hospital setting. The review will determine the level of care that is medically necessary.	
<b>Reporting Services</b>	
Clinical savings reports	Included at no cost
Standard reporting	Included at no cost
Web-based client reporting	Included at no cost
Custom reporting	We include the first 20 hours at no charge. After 20 hours per year, the charge is \$150 per hour of time needed to generate a custom or ad-hoc report.
<b>Client Reporting Packages</b>	
Base Package	Included at no cost
Access to Rx Guide (unlimited)	
All custom reporting requests are billable at \$150 per hour rate	
<b>Specialty Pharmacy Services</b>	
Comprehensive specialty pharmacy and individualized member support services	Included at no cost
Specialty pharmacy call center with toll-free number	Included at no cost
Specialty pharmacy claims processing	Included at no cost
Specialty pharmacy regular shipping and handling	Included at no cost
Therapy-specific counseling	Included at no cost
<b>Additional Services and Programs</b>	
Custom/Ad-hoc requests	We include the first 20 hours included at no charge. After 20 hours per year, the charge is \$150 per hour of time needed to generate a custom or ad-hoc report.
Controlled Substance Utilization Management (CSUM) Retrospective—Monitors overuse of controlled substances	Included at no cost
Safety Communications, Drug Recalls and Withdrawals	Included at no cost
Alerts Members and Prescribers to safety concerns about the medications they are taking and prescribing.	
Alerts Members impacted by changes in the Medicare Formulary or Medicaid Formulary due to safety issues (Class I Recalls, Class II Recalls, Market Withdrawals, side-effects) per CMS Requirements and Medicaid Requirements, as applicable.	
Pharmacy Home	Included at no cost
Identifies members who may be over-utilizing controlled substances, prescription cascading, or doctor/pharmacy shopping. Members that meet defined criteria are restricted to the designated home pharmacy.	

## IngenioRx Specialty Cost Optimization Program

### FULTON COUNTY

Year 1 Effective Date:	01/01/2023 to 12/31/2023
Total Members:	6,898
Total Subscribers:	3,672

Description	Total Savings Generated (A)	Rebates Generated (B)	IngenioRx Shared Savings (C)	Net Client Value (A) + (B) - (C)
This program combines our three most effective specialty cost management solutions into a single offering ensuring comprehensive management of medical specialty utilization and spend.	\$1.81	\$1.98	\$0.50	\$3.29

#### What's Included & How does it Work:

- Right Drug Right Channel - Optimizes value by aligning coverage to the benefit that offers the best clinical and cost management opportunities.
- Medical Specialty Drug Review - Helps to improve outcomes and manage total cost by applying clinical criteria that optimize dose and ensure clinically appropriate and safe use.
- Site of Care - Manages costs by guiding members to clinically appropriate, cost-effective sites of care.
- Medical Rebates - Anthem will share in 100% of medical rebates received through the medical plan. Each year, IngenioRx will pass back up to 100% of medical rebates less IngenioRx's share of program savings generated during that same period.
- Shared Savings - Anthem will share in 50% of the program savings up to a maximum of \$0.50 per member per month. IngenioRx will retain medical rebate value equal to its share of program savings. If the shared savings exceed the rebate value, groups will not be liable for the difference.

#### Member Experience:

The clinical management solutions that make up the specialty cost optimization program are largely provider driven. However, in an effort to help members better understand their benefits, we use a variety of member-focused engagement strategies that are designed to educate them on their care and how their benefits are being applied.

#### Savings Example for FULTON COUNTY

	PMPM Value			Total Savings Generated (A)	Rebates Generated (B)
Total Savings Generated (A)	\$1.81			\$1.81	
Site of Care	\$0.93			Client	\$1.98
Medical Specialty Drug Review	\$0.84			IngenioRx	
Right Drug Right Channel Med to Rx	\$0.00			\$1.31	\$0.50
Right Drug Right Channel Rx to Med	\$0.03				
Rebates Generated (B)	\$1.98			IngenioRx Shared Savings (C):	\$0.50
Your net rebates (B) - (C)	\$1.48			Rebates Generated (B):	\$1.98
Net Client Value (A) + (B) - (C)	\$3.29			Net Medical Rebate value due to client:	\$1.48
Net Rebates (Total \$)	\$123,514				
Net Value (Total \$)	\$273,801				

\* Savings shown above are illustrative; Actual savings may vary

Pharmacy Operational Performance Guarantees

FULTON COUNTY

Effective: 01/01/2023 - 12/31/2024  
Total subscribers: 3,672

Performance Category		Guarantee		Reporting Period	Reporting Level	Allocation	Annual Amount at Risk
Claims Processing - TAT for Member Submitted Claims - No Intervention Required		We will process member submitted claims not requiring intervention within 5 business days.		Quarterly	LOB	9.09%	\$4,545.00
Claims Processing - TAT for Member Submitted Claims - Intervention Required		We will process member submitted claims with issues or requiring intervention within 10 business days.		Quarterly	LOB	9.09%	\$4,545.00
Member Services - Phone Abandonment Rate		The abandonment rate for inbound calls to the toll-free Customer Care line will not exceed 2.00%.		Quarterly	LOB	9.09%	\$4,545.00
Member Services - Phone Speed of Answer		For inbound calls to PBM's Member Services customer service lines that are supporting IngenioRx, PBM shall answer 100.00% of inbound calls within an average of 25 seconds (including calls routed to an IVR).		Quarterly	LOB	9.09%	\$4,545.00
Member Services - Call Blockage		Our call blockage rate for the toll-free Customer Care line will not exceed 0.00%. Our carrier will have a call blockage rate of no more than 1.00%, provided that in no case will we permit the carrier to block calls.		Quarterly	LOB	9.09%	\$4,545.00
PBM Mail Order Pharmacy - Dispensing Accuracy		Our home delivery pharmacies will dispense prescriptions accurately (ensuring correct drug, correct strength, correct dosage form, correct labeling and correct member) for at least 99.995% of all prescriptions dispensed.		Quarterly	LOB	9.09%	\$4,545.00
PBM Mail Order Pharmacy - TAT - No Intervention Required		Our home delivery pharmacies will dispense and ship 100.00% of all clean (not requiring intervention or clarification) prescriptions for covered drugs to members within an average of 1 business day.		Quarterly	LOB	9.09%	\$4,545.00
PBM Mail Order Pharmacy - TAT - Intervention Required		Our home delivery pharmacies will dispense and ship 100.00% of all non-clean (requiring intervention or clarification) prescriptions for covered drugs to members within an average of 4 business days.		Quarterly	LOB	9.09%	\$4,545.00
PBM Specialty Pharmacy - On-time Delivery of Scheduled Orders		Our Specialty Pharmacy will deliver at least 99.25% of scheduled orders on time.		Quarterly	LOB	9.09%	\$4,545.00
Pharmacy Network - Pharmacy Access		- 98.50% of members in urban areas shall have 1 participating pharmacy within 1 mile of their residence; - 98.50% of members in suburban areas shall have 1 participating pharmacy within 3 miles of their residence;		Annually	LOB	9.09%	\$4,545.00
System - Claims Processing System Availability		Our online claims processing system will be available to accept and process claims at least 99.98% of the time, excluding any system maintenance periods.		Quarterly	LOB	9.09%	\$4,545.00



## Your Anthem Blue Cross and Blue Shield Renewal Packet

Connecting you to the coverage you need

An Administrative Services Only (ASO) renewal for :  
FULTON COUNTY

Group Number(s): GA6196

Effective January 1, 2023 through December 31, 2023



**Created on:**  
September 8, 2022

**Anthem Sales Contact:**  
Dana Maloof  
404-842-8585  
[dana.maloof@anthem.com](mailto:dana.maloof@anthem.com)

# Health care made smarter, simpler and more affordable

We integrate and analyze data across medical, pharmacy, dental, vision, disability and behavioral health.

That means we act on a complete view of the whole person, making it easier for members to get the care they need – faster.

## Whole person health

Connecting people  
and technology



## Personalized care

Catering to each  
member's unique needs

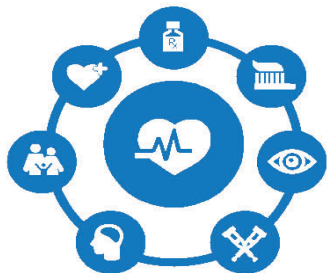


## Member engagement

Motivating members to take  
charge of their total wellbeing



## Anthem Whole Health Connection®



- > Robust medical and specialty data
- > Sophisticated analytics turning real-time data into insights
- > Connecting doctors, pharmacists, vision providers, dentists, care managers and members to close gaps in care



### Sydney Health

Sydney is our digital engagement hub, designed to improve outcomes, encourage engagement and deliver a smarter, more intuitive and personal health care experience.



### BlueCard

Wherever your employees work or live, they have access to the highest-caliber providers.



of doctors



of hospitals



### LiveHealth Online

Members can see a doctor 24/7 right from their tablet, smartphone or computer with a webcam. Or connect with a therapist or psychologist to talk privately during select hours.



### Wellbeing Solutions

Powered by robust data and technology this foundational program provides the right tools members need to achieve targeted goals and incentivizes them toward healthier lifestyles.



Fixed Administrative Costs

FULTON COUNTY

Effective January 1, 2023 through December 31, 2023

Fixed Administrative Costs	Current	1/1/2023 through 12/31/2023
	PCPM	PCPM
Current Non-CDH Plan Subscribers	3,110	3,047
Current CDH Plan Subscribers	517	625
Enrollment	3,627	3,672
Medical and Pharmacy Administration	\$38.30	\$38.30
Composite Total:	\$38.30	\$38.30
Annual fixed administrative costs based on assumed enrollment:	\$1,666,969	\$1,666,969
Percentage Change:		0.0%

Authorized Signature: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Additional Fee Disclosures:  
See Additional Service Fees and Pharmacy Pricing for disclosure of additional service fees which are not included on this cost summary.  
The Pharmacy Rebate Offset reflects the National Formulary. The offset may be adjusted if a different pharmacy formulary is sold.

0269215-02

EAP \$2.04 PEPM Full-Time eligible employees

Total number of Full-Time eligible employees: 4,164



Services included and buy-up options

FULTON COUNTY

Effective January 1, 2023 through December 31, 2023

Services included in fixed administrative costs	
•	Administration of the proposed Blue Open Access HMO, Blue Open Access HMO, Blue Open Access HMO, BlueChoice PPO, BlueChoice PPO, plan designs.
•	ASO Enhanced Foundational Program
•	ASO Basic Foundational Program
•	LiveHealth Online
•	Blue Distinction Programs
•	Claims Fiduciary Coverage
•	Standard ID cards
•	Standard management reporting
•	State/federal reporting
•	Open enrollment meeting support
•	Electronic version of the benefit booklets
•	Renewal Communications Credit - Annual credit in the amount of \$100,000.00 will be applied for the purchase of services provided from Anthem, or an outside vendor through December 31, 2023. Credit will be forfeited if not used by December 31, 2023.
•	Renewal Implementation/Universal Credit/Other - Annual credit in the amount of \$71,811 Per Subscriber enrolled on January 01, 2023 will be applied for the purchase of services provided from Anthem, or an outside vendor through December 31, 2023. Credit will be forfeited if not used by December 31, 2023.
NOTE: Expenses for items such as programming, personnel expenses, travel and incentives are not reimbursable.	

Account Administration Buy-Up Options (charged separately)		Fee Billed Per Participant Per Month
•	Anthem Commuter	\$3.40
•	Anthem FSA	\$3.40
•	Anthem HRA with FSA, Dependent FSA, Commuter	\$3.40
•	Anthem Limited Purpose FSA or Dependent FSA or Commuter Add on to Anthem HSA	\$1.15

Notes

Full quote details available upon request.

HSA and HRA account administration is only available with particular plan designs. Details available upon request.

Health Savings Account Fees may be paid by the employer or the employee.

# Assumptions and conditions

## FULTON COUNTY

Effective January 1, 2023 through December 31, 2023

SIC Code: 9121

### Administrative Services Only (ASO)

- The proposed services, rates and fees are effective from 1/1/2023 through 12/31/2023.
- This contract will be issued in GA.
- The proposal assumes 3,627 employees will be enrolling for medical coverage, with an average member to employee ratio of 1.85.
- The proposal assumes the same enrollment for medical and pharmacy.
- Anthem reserves the right to revise this proposal or modify these fees or rates under any of the following circumstances:
  - Due to any taxes, fees and assessments prescribed by any statutory, regulatory or other legal authority, that in Anthem's discretion, invalidates this quote.
  - Legislation or other matters that impact Anthem's costs or revenues under this proposal
  - Should the total enrollment or enrollment distribution by membership type, product or location change by 10% or more from that assumed when preparing the pricing for this package.
  - Actual Member to Subscriber ratio is not within +/-5% of 1.85.
  - A change to the plan benefits that result in substantial changes in the service or networks, as determined by Anthem.
  - Changes in proposal terms, conditions, services or product from this quotation.
  - This is an integrated medical and pharmacy offering. Fees will change if pharmacy is carved-out.
  - Any of the plan benefits administered by Anthem are moved to another third party administrator or private exchanges.
- Anthem and/or WCIC is not the sole medical carrier.
- Change in nature of Employer's business.
- The final relationship between the Parties will be subject to and described in an Administrative Services Agreement and this agreement will be the binding agreement between the parties.
- Unless otherwise noted, fees are quoted on a per contract per month (PCPM) basis. PCPM is equivalent to, and will be described as per subscriber per month in the Administrative Services Agreement.
- Employers, as plan sponsors and administrators, are responsible for complying with all applicable laws.
- Eligibility data will be provided in Anthem's standard format. Additional charges may apply for non-standard formats.
- This quote assumes ACH withdraws from group's bank account for claims and fixed fees. Anthem's standard for claim billing is weekly with payment required within three business days from receipt of invoice.
- This quote assumes Anthem will accept fiduciary responsibility for claims administration and the handling of the claims complaint and appeals. To the extent ERISA applies, the employer remains the Named Fiduciary of the plan.
- Commissions and consultant fees are excluded unless otherwise noted.
- The processing of claims incurred prior to the effective date is the responsibility of the prior claims administrator.
- Since Anthem is neither a Hawaii authorized insurer nor a Hawaii Health Care Contractor, our benefits may not match the requirements of the Prepaid Health Care Act. We recommend that you obtain direct quotes for either an individual policy for employees who live and work in Hawaii or if there are several employees within an employer group to obtain group coverage from a Hawaii authorized insurer. This would ensure that all the state requirements are met.
- COBRA enrollees must not exceed 10% of total enrollees.
- All contracts including the ASO Agreement and/or the Stop Loss Agreement must be signed prior to the effective date.



# Assumptions and conditions

## FULTON COUNTY

Effective January 1, 2023 through December 31, 2023

SIC Code: 9121

### **Administrative Services Only (ASO)**

- This offer assumes that no class of employees will be offered an HRA integrated with individual health insurance coverage. Anthem must be notified if particular classes of employees will be offered an HRA integrated with individual health insurance coverage, and a census of those employees must be provided so that appropriate adjustments, if needed, can be made to this offer.
- This quote does not include funding of the Patient-Centered Outcome Research Institute fee.
- This renewal is contingent upon the group / plan sponsor being current with all premium or fees as of the effective date of the renewal, unless specifically agreed to in writing in advance by Anthem.
- Anthem reserves the right to inspect and audit any and all of FULTON COUNTY documents relating to claims submitted to Anthem. Documentation includes, but is not limited to, claims, case management, utilization management records, audit records (including audits of TPA and TPA's providers and vendors), eligibility, as well as other information requested by Anthem. Anthem also has the right to review and audit records related to subrogation and other recoveries.
- The agent/broker does not have the authority to bind or modify the terms of this offer without prior approval of Anthem.

## Additional service fees

### FULTON COUNTY

Effective January 1, 2023 through December 31, 2023

#### Additional service fees

<ul style="list-style-type: none"> <li> <b>Runout Period Claims Processing Fee Types</b>  Fees associated with claims processed during the runout period including without limitation subrogation fees, recovery fees, network access fees, will be charged during the runout period. </li> <li> <b>Runout Period Claims Processing Fee Costs</b>  The cost of processing runout claims is excluded. The charge for processing 12 months of runout claims is 9.0% of all runout claims. In addition, direct charges may be incurred following termination that are not included in the standard runout processing fee (e.g., data feeds to other vendors). </li> <li> <b>Out of Network Savings Fees</b>  The fee will be equal to 50% of the negotiated savings achieved on certain non-network claims. </li> <li> <b>Capitation Fees</b>  A capitation fee will be charged for each Member seeking services from a Provider paid on a capitated basis for Anthem's oversight and care coordination of designated Members. Such capitation fee shall be 20% of the monthly capitation rate paid to Providers. </li> </ul>	
<ul style="list-style-type: none"> <li> <b>BlueCard Fees</b>  The following BlueCard fees will be included in the paid claims amounts: <ul style="list-style-type: none"> <li>The access fee is charged at a percentage no greater than 2.11% of the discount/differential subject to a maximum of \$2,000 per claim. <input type="checkbox"/></li> <li>The AEA Fee is \$4.00 per professional provider claim and \$9.75 per institutional claim.</li> <li>Occasionally, Anthem and a Host Blue may contract for a lower fee by combining the Access Fee and the AEA fee. <input type="checkbox"/></li> <li>The Central Financial Agency fee is \$0.35 per payment notice. The ITS transaction fee is \$0.05 per claims transaction. <input type="checkbox"/></li> <li>BlueCard fees are not charged in Anthem states. For a complete description of these fees, please consult your ASO Agreement.</li> </ul> </li> <li> <b>Enhanced Personal Health Care (EPHC) Program Administration</b>  The fee for Anthem's oversight of EPHC with providers or vendors is 25% of the per attributed member per month amount charged to the Employer for the provider performance bonus portion of the EPHC program. </li> <li> <b>Subrogation services</b>  The charge is 25% of gross subrogation recovery. </li> <li> <b>Overpayment Identification and Claims Prepayment Analysis Activities</b>  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 prepayment analysis activities and the amount that was charged to Employer following performance of the prepayment analysis activities. This includes, but is not limited to, activities related to COB, duplicates, contract compliance, and eligibility. </li> <li> <b>External appeals</b>  The PPACA requires that ASO groups provide a process for external claims appeals to be available in situations where adverse benefit determinations have been made. Employer may contract with Anthem for this service or arrange to work directly with an external vendor. The fee will be \$500 per external appeal for the service contracted with Anthem. </li> <li> <b>Independent Dispute Resolution</b>  Fee for Independent Dispute Resolution. Fees charged to Anthem as part of independent dispute resolution processes, including arbitrator fees, will be charged to Employer. </li> <li> <b>Reporting</b>  Management reports (e.g., standard account reporting package, performance guarantee reporting, lag reports, online reporting tool/access are included in our fees. In addition to these reports, Anthem will provide 20 hours of time needed to generate custom or ad-hoc reports (e.g., care management and utilization review reports) at no charge per year. The charge beyond 20 hours per year is \$150 per hour of time needed to generate the custom or ad-hoc report. </li> <li> <b>HSA Carve-out Vendor Connection</b>  A fee of \$10,000 applies to sending medical claims files to standalone HSA administrators (not purchased through Anthem). </li> <li> <b>Data Feeds</b>  Anthem shall provide up to one Monthly data feed to a supported outside vendor in Anthem's standard format, not to exceed 12 feeds. The charge is \$1,000 for each additional feed. Each time a report is sent to a supported vendor electronically, it is considered a feed, even if the same report is sent to the same vendor monthly. For example, if monthly feeds are sent to two supported vendors, 24 electronic data feeds will have been used on an annual basis. The charge for Weekly data feeds to a single supported vendor, not to exceed 52 feeds, is \$15,000 annually. The charge for Daily data feeds to a single supported vendor, not to exceed 365 feeds, is \$20,000 annually. Additional fees would be required for Stop Loss interfaces, Rx integration feeds and telemedicine. </li> <li> <b>Pharmacy Benefit Administration</b>  See Pharmacy Pricing Summary. </li> </ul>	

# Performance Guarantees



Fulton County expects excellence, Anthem strives to provide excellent value by improving affordable access to quality healthcare for our customers. Together we will deliver outstanding value for your employees.

We are confident that we will deliver outstanding service for Fulton County. As such, we are placing administrative fees at risk to meet certain criteria as outlined below.

## A summary of our guarantees

This is a summary of the performance guarantees that Anthem offers. The final terms and conditions of the Performance Guarantees contained in the RFP are subject to finalization of the contract language in the Administrative Services Agreement. It is not a legal contract. If this summary conflicts with the Administrative Services Agreement, any Schedules or Attachments, the Administrative Services Agreement controls.

These guarantees apply to Fulton County's Medical plan.

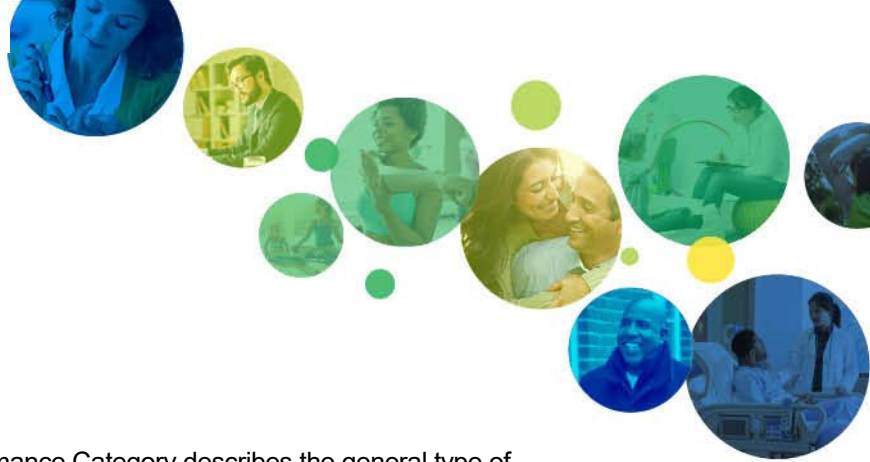
## More about the guarantees

All guarantees will be effective from January 1, 2020 to December 31, 2020, unless otherwise noted. The guarantees are measured and settled annually, with exceptions specified.

These guarantees cover aspects of performance that are related to Anthem's control. Listed below are potential reasons that may alter the terms of the guarantees:

- A change to the Plan benefits that result in a substantial change in the services to be performed by Anthem or the measurement of a Performance Guarantee.
- Your number of enrolled Subscribers goes up or down by 10% or more after your plan or renewal starts.
- Changes in law.
- We don't receive information or other support from you that would allow us to meet the Guarantee.
- There is no executed Administrative Services Agreement on file.
- Circumstances beyond our control including but not limited to any act of God, civil riot, floods, fire, acts of terrorists, acts of war or power outages that delay our performance or that of our vendors.
- You terminate the Agreement before the end of a Performance Period, or we terminate it because of non-payment.
- You terminate participation in particular programs tied to Performance Guarantee(s), prior to completion of the Measurement Period.





## General Terms

- Performance Category. The term Performance Category describes the general type of Performance Guarantee.
- Reporting Period. The term Reporting Period refers to how often Anthem will report on its performance under a Performance Guarantee.
- Measurement Period. The term Measurement Period is the period of time under which performance is measured, which may be the same as or differ from the period of time equal to the Performance Period.
- 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.
- 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.
- Some Performance Guarantees measure and compare year to year performance. The term Baseline Period refers to the equivalent time period preceding the Measurement Period.
- 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.
- 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

## Amount at Risk

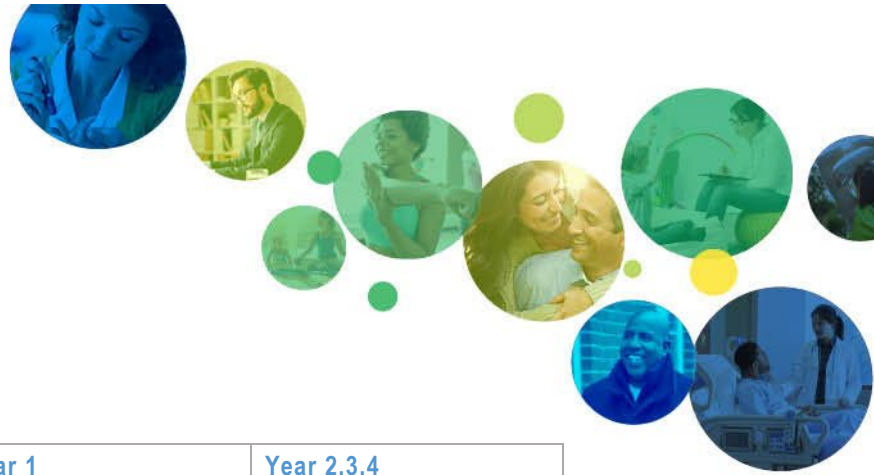
The total amount at risk for the below performance guarantees between Anthem and Fulton County shall not exceed the following:

- Operations Guarantees: 25% of Base Medical Administration fees

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

## Maximum Amount Payable

The maximum amount payable under all guarantees between Anthem and Fulton County shall not exceed 45% of the Base Medical Administration fees. The Maximum Amount Payable provisions above do not apply to Pharmacy-related Performance Guarantees.



## Operations Guarantees

Performance Category	Year 1	Year 2,3,4
Implementation	\$25,000	\$25,000
Claims Timeliness - (14 Calendar Days)	\$25,000	\$25,000
Claims Financial Accuracy	\$25,000	\$25,000
Claims Accuracy	\$25,000	\$25,000
Processing of Initial and Open Enrollment Eligibility Information	\$25,000	\$25,000
Processing of Ongoing Eligibility Information	\$25,000	\$25,000
Ongoing ID Cards Issuance	\$25,000	\$25,000
Average Speed to Answer	\$25,000	\$25,000
Call Abandonment Rate	\$25,000	\$25,000
Approval of Communications	\$25,000	\$25,000
Management Reports - Nonstandard	\$25,000	\$25,000
Member Satisfaction NPS	\$25,000	\$25,000
Account Management Satisfaction	\$25,000	\$25,000
Website Availability	\$25,000	\$25,000
On-line Availability – Claims Adjudication System	\$25,000	\$25,000
Employer Access Availability	\$25,000	\$25,000
Network Access	\$25,000	\$25,000
<b>Total Amount At Risk – Operations</b>	<b>\$425,000</b>	<b>\$425,000</b>

### Additional Terms and Conditions:

- For purposes of imposing penalties, measurement shall not begin until the start of the fourth month of the initial Agreement period for the following measures: Claims Timeliness, Claims Financial Accuracy, Average Speed of Answer, and Call Abandonment Rate.
- Performance will be based on the results of a designated service team/business unit assigned to Fulton County, unless the guarantee is noted as measured with Employer-specific Data.



Performance Category	Amount at Risk	Guarantee	Penalty Calculation		Measurement and Reporting Period
Implementation	Year 1: \$25,000	A minimum of 95% of all tasks will be completed by the dates specified in the implementation plan agreed to by the Parties.	Result	Penalty	Measurement Period
			95.0% or Greater	None	Defined in Implementation Plan
	Year 2, 3,4: \$25,000	The implementation plan will be developed by Anthem and will contain tasks to be completed by Employer and/or Anthem and a timeframe for completion of each task. The implementation plan will also contain Measurement Periods specific to each task. Anthem's payment under this Guarantee is conditioned upon Employer's completion of all designated tasks by the dates specified in the implementation plan.  For Year 2,3,4: This Guarantee is contingent on there being sufficient employer benefit and product changes that require a managed implementation and an implementation task plan.  This will be measured with Employer-specific Data.	91.0% to 94.9%	25%	Reporting Period 60 calendar days following the end of the implementation period
			89.0% to 90.9%	50%	
			85.0% to 88.9%	75%	
			Less than 85.0%	100%	
Claims Timeliness (14 Calendar Days)	Year 1: \$25,000	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.	Result	Penalty	Measurement Period
			90.0% or Greater	None	Annual
	Year 2, 3,4: \$25,000	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.	88.0% to 89.9%	25%	Reporting Period Quarterly
			86.0% to 87.9%	50%	
			85.0% to 85.9%	75%	
			Less than 85.0%	100%	
Claims Financial Accuracy	Year 1: \$25,000	A minimum of 99% of medical Claim dollars will be processed accurately.  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.	Result	Penalty	Measurement Period
			99.0% or Greater	None	Annual
	Year 2, 3,4: \$25,000		98.0% to 98.9%	25%	Reporting Period Annual
			97.0% to 97.9%	50%	
			96.0% to 96.9%	75%	
			Less than 96.0%	100%	



Performance Category	Amount at Risk	Guarantee	Penalty Calculation		Measurement and Reporting Period
Claims Accuracy	Year 1:	A minimum of 97% of medical Claims will be paid or denied correctly.  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.	<b>Result</b>	<b>Penalty</b>	<b>Measurement Period</b>
	\$25,000		97.0% or Greater	None	Annual
			96.0% to 96.9%	25%	
	Year 2, 3,4:		95.0% to 95.9%	50%	<b>Reporting Period</b>
	\$25,000		94.0% to 94.9%	75%	Annual
			Less than 94.0%	100%	
Processing of Initial and Open Eligibility Information	Year 1:	100% of Employer's open enrollment electronic eligibility files will be processed timely.  Timely Processing is defined as electronic eligibility files processed and updated on the eligibility database within 5 business days of receipt of an eligibility file. This Guarantee only applies to the processing of eligibility files submitted by Employer during 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.  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.  This will be measured with Employer-specific Data.	<b>Result</b>	<b>Penalty</b>	<b>Measurement Period</b>
	\$25,000		100%	None	Annual
			98.0% to 99.9%	25%	
	Year 2, 3,4:		96.0% to 97.9%	50%	<b>Reporting Period</b>
	\$25,000		94.0% to 95.9%	75%	Annual
			Less than 94.0%	100%	
Processing of Ongoing Eligibility Information	Year 1:	100% of Employer's ongoing electronic eligibility files will be processed timely.  Timely Processing is defined as electronic eligibility files processed and updated on the eligibility database within 5 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.  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.  This will be measured with Employer-specific Data.	<b>Result</b>	<b>Penalty</b>	<b>Measurement Period</b>
	\$25,000		100%	None	Annual
			98.0% to 99.9%	25%	
	Year 2, 3,4:		96.0% to 97.9%	50%	<b>Reporting Period</b>
	\$25,000		94.0% to 95.9%	75%	Quarterly
			Less than 94.0%	100%	



Performance Category	Amount at Risk	Guarantee	Penalty Calculation		Measurement and Reporting Period
Ongoing ID Cards Issuance	Year 1:	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.  This Guarantee does not include digital cards for Anthem Dental services.  This will be measured with Employer-specific Data.	<b>Result</b>	<b>Penalty</b>	<b>Measurement Period</b>
	\$25,000		99.0% or Greater	None	Annual
	Year 2, 3,4:		98.0% to 98.9%	25%	
	\$25,000		97.0% to 97.9%	50%	<b>Reporting Period</b>
			96.0% to 96.9%	75%	Quarterly
			Less than 96.0%	100%	
Average Speed to Answer	Year 1:	A minimum of 80% of customer service calls will be answer in 45 seconds.  This Guarantee will be based on the number of customer service calls answered in 30 seconds or less divided by the total number of calls received in the customer service telephone system.  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.	<b>Result</b>	<b>Penalty</b>	<b>Measurement Period</b>
	\$25,000		45 seconds or less	None	Annual
	Year 2, 3,4:		46 to 48 seconds	25%	
	\$25,000		49 to 51 seconds	50%	<b>Reporting Period</b>
			52 to 54 seconds	75%	Quarterly
			55 or more seconds	100%	
Call Abandonment Rate	Year 1:	A maximum of 5.0% of member calls will be abandoned.  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.	<b>Result</b>	<b>Penalty</b>	<b>Measurement Period</b>
	\$25,000		5.0% or Less	None	Annual
	Year 2, 3,4:		5.01% to 5.40%	25%	
	\$25,000		5.41% to 5.70%	50%	<b>Reporting Period</b>
			5.71% to 5.99%	75%	Quarterly
			6.0% or Greater	100%	
Approval of Communications	Year 1:	100% or custom marketing communications specific to the Employer where Anthem is not restricted by legal or regulatory requirements will be shared with the Employer prior to distribution, as mutually agreed to by the parties.  This will be measured with Employer-specific Data.	<b>Result</b>	<b>Penalty</b>	<b>Measurement Period</b>
	\$25,000		100%	None	Quarterly
	Year 2, 3,4:		98.0% to 99.9%	25%	
	\$25,000		96.0% to 97.9%	50%	<b>Reporting Period</b>
			94.0% to 95.9%	75%	Quarterly
			Less than 94.0%	100%	





Performance Category	Amount at Risk	Guarantee	Penalty Calculation		Measurement and Reporting Period
Management Reports - Nonstandard	Year 1: \$25,000	<p>At minimum of 100% of the following reports will be delivered on time as outlined below.</p> <p>1) Membership and Claims Data Report - delivered by the 21st of the month</p> <p>2) LifeHealth Online Report - delivered by the 21th of the month</p> <p>3) Medical / Pharmacy Claim Review - delivered within 45 days after the end of each quarter.</p> <p>4) Annual Medical / Pharmacy Claim Review - delivered within 60 days after the end of each year.</p> <p>This Guarantee will be calculated by dividing the number of reports delivered by the due date by the total number of reports.</p> <p>If any delivery date falls on a Saturday, Sunday or Anthem holiday, the report will be delivered the next business day.</p> <p>This will be measured with Employer-specific Data.</p>	<u>Result</u>	<u>Penalty</u>	<u>Measurement Period</u>
			100%	None	Annual
			98.0% to 99.9%	25%	
			96.0% to 97.9%	50%	
			94.0% to 95.9%	75%	<u>Reporting Period</u>
	Year 2, 3,4: \$25,000		Less than 94.0%	100%	Quarterly
Member Satisfaction – NPS	Year 1: \$25,000	<p>This Guarantee establishes a Quality Benchmark transactional Net Promoter Score (NPS) of 40. Anthem will either: (i) meet or exceed the Quality Benchmark; or, (ii) there will be an improvement in the Net Promoter Score from the Baseline Period.</p> <p>The survey is conducted after a member contacts a customer service representative (CSR). Each member who completes a transaction with Anthem will be asked to provide a rating on a scale from 0 (Not at All Likely) to 10 (Extremely Likely) to a question that asks how likely the member would recommend Anthem to a friend or colleague based on the member's most recent transaction. The transactional Net Promoter Score will be calculated by subtracting the percentage of Detractors (members who provide a rating from 0 to 6) from the percentage of Promoters (members who provide a rating of 9 or 10).</p> <p>To determine the results for (i), Anthem shall compare the Net Promoter Score in the Measurement Period to the Quality Benchmark.</p> <p>The improvement for (ii) will be determined by comparing the Net Promoter Score in the Measurement Period to the Net Promoter Score in the Baseline Period.</p> <p>The Baseline Period is the equivalent time period preceding the Measurement Period.</p>	<u>Result</u>	<u>Penalty</u>	<u>Measurement Period</u>
			Net Promoter Score increased	None	Annual
			If Net Promoter Score stayed to same or decreased AND is		
			<u>Result</u>	<u>Penalty</u>	<u>Reporting Period</u>
			40 or Greater	None	Annual
	Year 2, 3,4: \$25,000		39.0 to 39.9	25%	
			38.0 to 38.9	50%	
			37.0 to 37.9	75%	
			Less than 37.0	100%	



Performance Category	Amount at Risk	Guarantee	Penalty Calculation		Measurement and Reporting Period
Account Management Satisfaction	Year 1:	<p>A minimum average score of 3.0 will be attained on the Account Management Satisfaction Survey (AMSS).</p> <p>A minimum of 3 responses per Employer to the AMSS is required to base the score on Employer-specific responses only. If 3 responses are received from the Employer, an average score is calculated by adding the scores from each respondent divided by the total number of Employer respondents. If fewer than 3 responses are received, the score will be calculated as follows:</p> <p>2 Employer responses: 2/3 of the score will be based on Employer-specific AMSS results and 1/3 of the score will be based on the aggregate score of all AMSS results received by the Account Management Team.</p> <p>1 Employer- response: 1/3 of the score will be based on Employer- specific AMSS results and 2/3 of the score will be based on the aggregate score of all AMSS results received by the Account Management Team.</p> <p>0 Employer responses: The score will be based on the aggregate score of all AMSS results received by the Account Management Team.</p>	Result	Penalty	Measurement
	\$25,000		3.0 or higher	None	Period
	Year 2, 3,4:		2.5 to 2.9	25%	Annual
	\$25,000		2.0 to 2.4	50%	Reporting
			Less than 2.0	100%	Period Quarterly
Website Availability	Year 1:	<p>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.</p>	Result	Penalty	Measurement
	\$25,000		98% or Greater	None	Period
	Year 2, 3,4:		97.0% to 97.9%	25%	Annual
	\$25,000		96.0% to 96.9%	50%	Reporting
			95.0% to 95.9%	75%	Period Annual
On-line Availability – Claims Adjudication System	Year 1:	<p>Anthem's claims adjudication system for Employer claims processing will be available at least 99.5% of the time; excluding regularly scheduled and emergency maintenance periods, Force Majeure events (e.g. power failure), network attacks, 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.</p>	Result	Penalty	Measurement
	\$25,000		99.5% or Greater	None	Period
	Year 2, 3,4:		98.5% to 99.4%	25%	Annual
	\$25,000		97.5% to 98.4%	50%	Reporting
			96.5% to 97.4%	75%	Period Annual
			Less than 96.5%	100%	Annual



Performance Category	Amount at Risk	Guarantee	Penalty Calculation		Measurement and Reporting Period
Employer Access Availability	Year 1:	System providing Employer access to eligibility and claims information will be available at least 99.5% of the time; excluding regularly scheduled and emergency maintenance periods, Force Majeure events (e.g. power failure), network attacks, 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.	Result	Penalty	Measurement Period
	\$25,000		99.5% or Greater	None	Annual
			98.5% to 99.4%	25%	
	Year 2, 3,4:		97.5% to 98.4%	50%	Reporting Period
	\$25,000		96.5% to 97.4%	75%	Annual
			Less than 96.5%	100%	
Network Access	Year 1:	A minimum of 90% of members will have Member Access. Member Access is defined as access to at least 1 Network Provider in the following geographic areas: Medical PCPs: 2 in 10 miles Medical Specialists: 2 in 10 miles Hospitals: 1 in 15 miles Mental Health Providers: 2 in 15 miles Combined: Meeting all access standards above Member Access will be established by running a GeoAccess Report based on criteria established by Anthem prior to the beginning of each Measurement Period. This Guarantee will be calculated based on the results of a GeoAccess report run at the beginning of a Measurement Period based on criteria established by Anthem compared to the results of a GeoAccess Report run at the end of a Measurement Period using the same criteria. This Guarantee will not include vision, dental or pharmacy Providers. This will be measured with Employer-specific Data.	Result	Penalty	Measurement Period
	\$25,000		90.0% or Greater	None	Annual
			88.0% to 89.9%	25%	
	Year 2, 3,4:		86.0% to 87.9%	50%	Reporting Period
	\$25,000		85.0% to 85.9%	75%	Annual
			Less than 85.0%	100%	

Anthem Blue Cross and Blue Shield is the trade name of Blue Cross and Blue Shield of Georgia, Inc. Independent licensee of the Blue Cross and Blue Shield Association. ANTHEM is a registered trademark of Anthem Insurance Companies, Inc. The Blue Cross and Blue Shield names and symbols are registered marks of the Blue Cross and Blue Shield Association.



# Performance Guarantees



Fulton County expects excellence, Anthem strives to provide excellent value by improving affordable access to quality healthcare for our customers. Together we will deliver outstanding value for your employees.

We are confident that we will deliver outstanding service for Fulton County. As such, we are placing administrative fees at risk to meet certain criteria as outlined below.

## A summary of our guarantees

This is a summary of the performance guarantees that Anthem offers. The final terms and conditions of the Performance Guarantees contained in the RFP are subject to finalization of the contract language in the Administrative Services Agreement. It is not a legal contract. If this summary conflicts with the Administrative Services Agreement, any Schedules or Attachments, the Administrative Services Agreement controls.

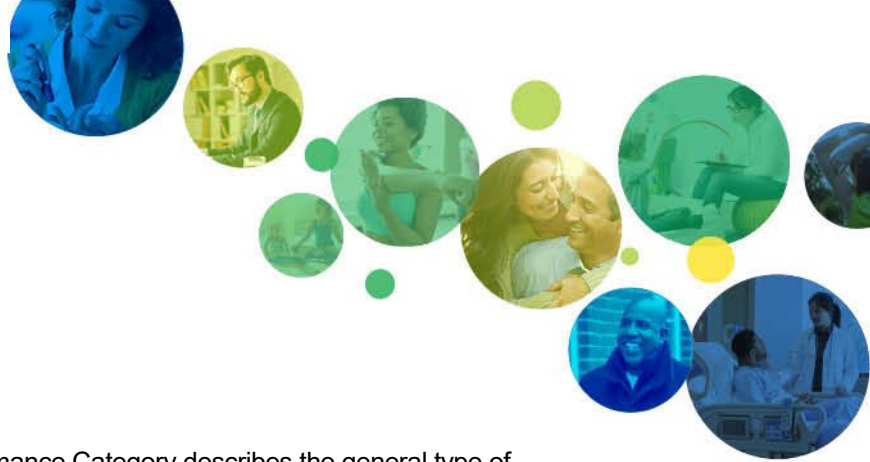
These guarantees apply to Fulton County's Medical plan.

## More about the guarantees

All guarantees will be effective from January 1, 2020 to December 31, 2020, unless otherwise noted. The guarantees are measured and settled annually, with exceptions specified.

These guarantees cover aspects of performance that are related to Anthem's control. Listed below are potential reasons that may alter the terms of the guarantees:

- A change to the Plan benefits that result in a substantial change in the services to be performed by Anthem or the measurement of a Performance Guarantee.
- Your number of enrolled Subscribers goes up or down by 10% or more after your plan or renewal starts.
- Changes in law.
- We don't receive information or other support from you that would allow us to meet the Guarantee.
- There is no executed Administrative Services Agreement on file.
- Circumstances beyond our control including but not limited to any act of God, civil riot, floods, fire, acts of terrorists, acts of war or power outages that delay our performance or that of our vendors.
- You terminate the Agreement before the end of a Performance Period, or we terminate it because of non-payment.
- You terminate participation in particular programs tied to Performance Guarantee(s), prior to completion of the Measurement Period.



## General Terms

- Performance Category. The term Performance Category describes the general type of Performance Guarantee.
- Reporting Period. The term Reporting Period refers to how often Anthem will report on its performance under a Performance Guarantee.
- Measurement Period. The term Measurement Period is the period of time under which performance is measured, which may be the same as or differ from the period of time equal to the Performance Period.
- 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.
- 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.
- Some Performance Guarantees measure and compare year to year performance. The term Baseline Period refers to the equivalent time period preceding the Measurement Period.
- 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.
- 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

## Amount at Risk

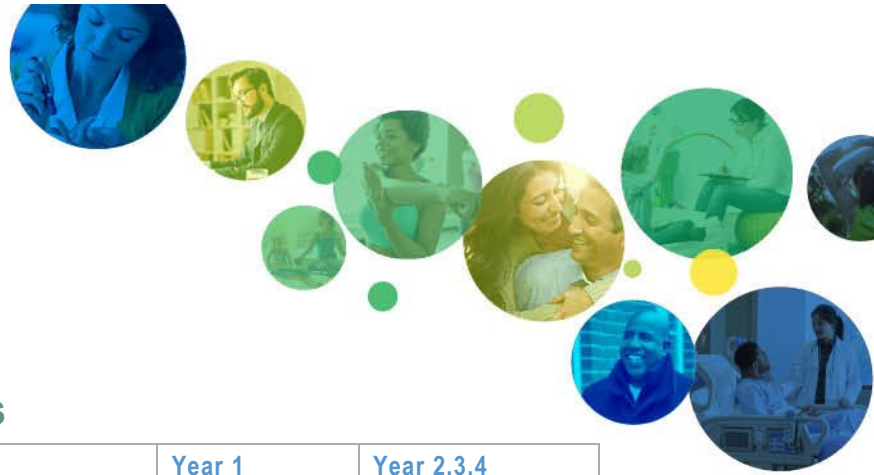
The total amount at risk for the below performance guarantees between Anthem and Fulton County shall not exceed the following:

- Care Management Guarantees: 25% of Care Management fees

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

## Maximum Amount Payable

The maximum amount payable under all guarantees between Anthem and Fulton County shall not exceed 25%. The Maximum Amount Payable provisions above do not apply to Pharmacy-related Performance Guarantees.

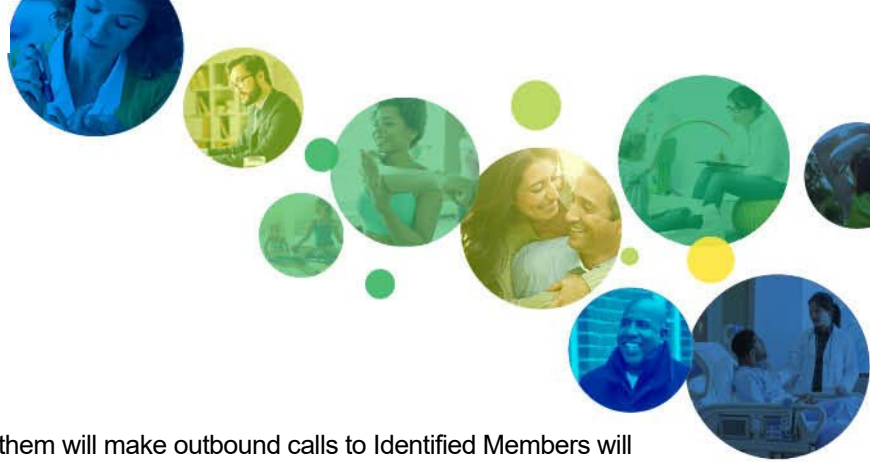


## Care Management Guarantees

Performance Category	Year 1	Year 2,3,4
<b>ConditionCare Enrollment and Engagement</b>		
ConditionCare Enrollment Rate	\$2,500	\$2,500
ConditionCare Engagement Rate	\$2,500	\$2,500
<b>ConditionCare Member Reported Outcomes</b>		
ConditionCare Member Satisfaction	\$2,500	\$2,500
<b>Clinical Outcomes</b>		
Heart Failure ACE Inhibitors/ARB	\$2,500	\$2,500
Diabetes Annual Hemoglobin A1c (HbA1c) Testing	\$2,500	\$2,500
Persistent Asthma Prescription Drug Dispensed	\$2,500	\$2,500
CAD – Statin Medications	\$2,500	\$2,500
<b>ConditionCare Financial Measures</b>		
Clinical Intervention Return on Investment	\$2,500	\$2,500
<b>Total Amount At Risk – Care Management</b>	<b>\$20,000</b>	<b>\$20,000</b>

## Additional Terms and Conditions

- Standard minimum enrolled Members required:
  - ConditionCare Metrics: Enrollment, Engagement, Clinical Care Intervention ROI and Member Satisfaction Survey – 5,000 non-Medicare primary Members
  - ConditionCare Return on Investment or My Health Advantage ROI– 15,000 non-Medicare primary Members
- Some of the proposed Performance Guarantees may be duplicative in nature and based on the final sold product configuration; the final Performance Guarantee Package will be refined to eliminate redundancy.
- Identified Members are Members who are identified by Anthem as appropriate for inclusion in the measured population, the selection criteria for which may be modified from time to time.
- Members who are Medicare-primary are not eligible for inclusion in calculations related to these Performance Guarantees.
- Employer shall provide the historical eligibility information and the historical medical and Prescription Drug Claims in the form and for the time frame required by Anthem followed by monthly refreshes of Claims and Prescription Drug data from third party payers other than Anthem. All data must be materially complete and in the agreed upon format. Failure by Employer to provide any data in the timeframe and format required by Anthem within the applicable time frame will nullify the applicable Performance Guarantee.
- Unless otherwise provided in the description of a Performance Guarantee in this attachment, the Performance Guarantees herein require 30 or more of Employer's Members being measured in order for Anthem to have an obligation to make a payment under such Performance Guarantee.



- All Performance Guarantees in which Anthem will make outbound calls to Identified Members will exclude Identified Members whom Anthem cannot reach due to incorrect or invalid telephone numbers, including numbers where permission is required by law but not provided, or those Identified Members who have requested that Anthem not contact them.
- Anthem reserves the right to revise Performance Guarantees to reflect modifications and advances in medical standards and practices when such standards and practices become generally accepted.
- The term Quality Benchmark means the specified Performance Guarantee targeted outcome for a specific Performance Guarantee.
- Anthem reserves the right to revise Performance Guarantees to reflect modifications and advances in medical standards and practices when such standards and practices become generally accepted.
- Integrated Health Model (IHM) includes programs purchased by Employer such as: ConditionCare, Health Coaching, Future Moms, ComplexCare, NICU, and Transplant Programs.



Performance Category	Amount at Risk	Guarantee	Penalty Calculation		Measurement and Reporting Period
ConditionCare Enrollment and Engagement					
ConditionCare Enrollment Rate	Year 1: \$20,000	More than 75% of Identified Members who are contacted telephonically will agree to telephonic enrollment in a ConditionCare program.	Result	Penalty	Measurement Period
	75% or Greater		None	Annual	
	Year 2,3,4: \$20,000	Results for this Performance Guarantee will be calculated by dividing (i) the number of Identified Members who agree to telephonic enrollment by (ii) the total number of Identified Members who are contacted telephonically by Anthem regarding enrollment. This will be measured with Employer-specific Data.	72.5% - 74.9%	25%	Reporting Period Annual
			70% – 72.4%	50%	
			67.5% - 69.9%	75%	
			Less than 67.5%	100%	
ConditionCare Engagement Rate	Year 1: \$20,000	More than 65% of Identified Members who are contacted telephonically and enrolled in a ConditionCare Program shall substantially complete at least 1 assessment for a ConditionCare Program.	Result	Penalty	Measurement Period
	65% or Greater		None	Annual	
	Year 2,3,4: \$20,000	Results for this Performance Guarantee will be calculated by dividing (i) the number of Identified Members who substantially complete at least 1 assessment as shown on Anthem's records by (ii) the total number of Identified Members contacted telephonically by Anthem regarding enrollment and enrolled by Anthem in a ConditionCare Program. This will be measured with Employer-specific Data.	62.5% - 64.9%	25%	Reporting Period Annual
			60% – 62.4%	50%	
			57.5% - 59.9%	75%	
			Less than 57.5%	100%	
ConditionCare Member Reported Outcomes					
ConditionCare Member Satisfaction	Year 1: \$20,000	A minimum of 80% of members will be satisfied with ConditionCare Programs as shown by 1 satisfaction question in a survey provided by Anthem. The survey will be given to a random sample of Anthem members who have participated in a ConditionCare Program. The question will request members to evaluate their satisfaction with the ConditionCare Programs. Results for this Performance Guarantee will be calculated by dividing (i) the total number of members who respond positively by (ii) the total number of members who answered the question. This Performance Guarantee will be based on all Anthem members unless 30 or more Members of Employer's Plan respond in which event the results shall be measured based on the responses of Employer's Members.	Result	Penalty	Measurement Period
	80% or Greater		None	Annual	
	Year 2,3,4: \$20,000		77.5% - 79.9%	25%	Reporting Period Annual
			75% – 77.4%	50%	
			72.5% - 74.9%	75%	
			Less than 72.5%	100%	





## Clinical Outcomes

The Clinical Outcome Guarantees are only valid if there are at least 100 Identified Members in a Measurement Period. Only Members, for whom Anthem has at least 12 months of eligibility information in a Measurement Period, shall be considered Identified Members for purposes of the Guarantees. The Baseline Period for a new account will be the period immediately preceding the first Anthem Measurement Period. Required data must be received in order for this Guarantee to be applicable during the first Measurement Period. In the event data is not received or available, those impacted Guarantees will be measured in the second Anthem plan year.

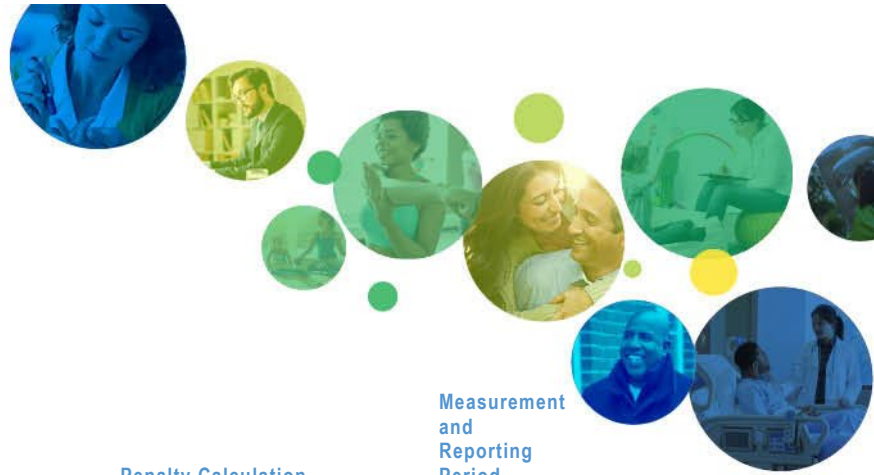
### \*Calculation Example

Quality Benchmark = Dispense Rate target of 50%. Improvement rate target is 2.5%

•Example 1. Measurement Period Dispense Rate is 60%. Guarantee is satisfied as the Dispense Rate exceeds the Quality Benchmark.

•Example 2. Baseline Period Dispense Rate is 40% and Measurement Period Dispense Rate is 41%. The difference between the Measurement Period and Baseline Period Dispense Rate is 1.0%. ( $41.0\% - 40.0\% = 1.0\%$ ) The difference between the Quality Benchmark and the Baseline Period Dispense Rate is 10.0%. ( $50.0\% - 40.0\%$ ). Divide the differences ( $1.0\% \div 10.0\%$  is 10.0%). Guarantee is satisfied as the improvement is more than 2.5%.

Performance Category	Amount at Risk	Guarantee	Penalty Calculation		Measurement and Reporting Period
			Result	Penalty	<u>Measurement Period</u>
Heart Failure ACE Inhibitors/ARB	Year 1: \$20,000	This Guarantee establishes a Quality Benchmark of 50% in the percentage of Identified Members with heart failure who are dispensed 1 or more angiotensin-converting enzyme inhibitors (ACE inhibitors) or angiotensin receptor blockers (ARBs) or ACE inhibitors/ARB (Dispense Rate). Anthem will either: (i) meet or exceed the Quality Benchmark; or, (ii) there will be a minimum improvement of 2.5% in the Dispense Rate as compared to the difference between the Quality Benchmark and the Dispense Rate for the Baseline Period.  Dispense Rate will be calculated based on the number of Identified Members with heart failure who are dispensed 1 or more ACE inhibitors/ARB dispensed during the Measurement Period divided by the total number of Identified Members.  To determine the results for (i), Anthem shall compare the Dispense Rate in the Measurement Period to the Quality Benchmark.  The improvement percentage for (ii) will be calculated by: 1) subtracting the Dispense Rate in the Baseline Period from the Dispense Rate in the Measurement Period; and, 2) dividing the result by the difference between the Quality Benchmark and the Dispense Rate for the Baseline Period.  This will be measured with Employer-specific Data.	Dispense Rate Improved by 2.5% or More	None	<u>Reporting Period</u> Annual
	Year 2,3,4: \$20,000		OR If Dispense Rate Improved by Less Than 2.5% AND is		
			50% or Greater	None	
			47.5% - 49.9%	25%	
			45% - 47.4%	50%	
			42.5% - 44.9%	75%	
			Less than 42.5%	100%	

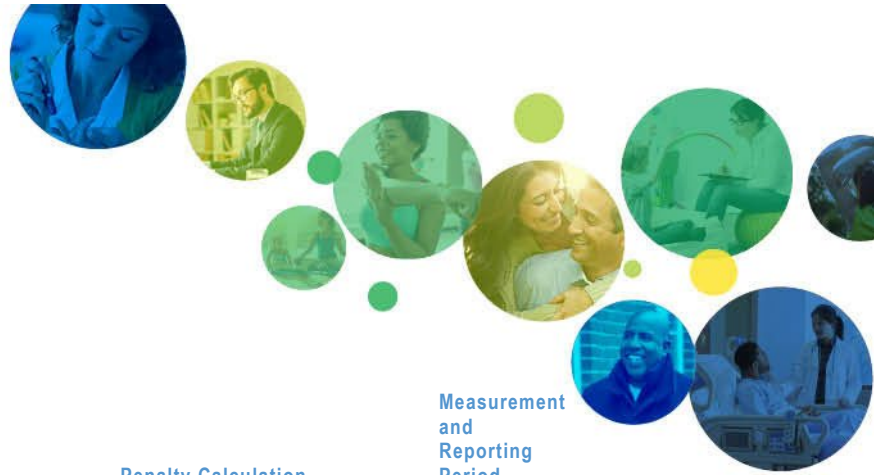


Performance Category	Amount at Risk	Guarantee	Penalty Calculation		Measurement and Reporting Period
Diabetes Annual Hemoglobin A1c (HbA1c) Testing	Year 1: \$20,000	<p>This Guarantee establishes a Quality Benchmark of 75% in the percentage of Identified Members who received at least 1 HbA1c test (Testing Rate). Anthem will either (i) meet or exceed the Quality Benchmark; or, (ii) there will be a minimum improvement of 2.5% in the Testing Rate as compared to the difference between the Quality Benchmark and Testing Rate for the Baseline Period.</p> <p>The Testing Rate will be calculated based on the number of Identified Members who received at least 1 HbA1c test during the Measurement Period divided by the total number of Identified Members.</p> <p>To determine the results for (i), Anthem shall compare the Testing Rate in the Measurement Period to the Quality Benchmark.</p> <p>The improvement percentage for (ii) will be calculated by: 1) subtracting the Testing Rate in the Baseline Period from the Testing Rate in the Measurement Period; and, 2) dividing the result by the difference between the Quality Benchmark and the Testing Rate for the Baseline Period.</p> <p>This will be measured with Employer-specific Data.</p>	<b>Result</b>	<b>Penalty</b>	<b><u>Measurement Period</u></b>
	Year 2,3,4: \$20,000		<p>Testing Rate Improved by 2.5% or More</p> <p>OR</p> <p>If Testing Rate Improved by Less Than 2.5% AND is</p>	None	Annual
			75% or Greater	None	<b><u>Reporting Period</u></b>
			72.5% - 74.9%	25%	Annual
			70% - 72.4%	50%	
			67.5% - 69.9%	75%	
			Less than 67.5%	100%	
Persistent Asthma Prescription Drug Dispense	Year 1: \$20,000	<p>This Guarantee establishes a Quality Benchmark of 80% in the percentage of Identified Members with persistent asthma who are dispensed 1 or more appropriate Prescription Drugs (Dispense Rate). Anthem will either: (i) meet or exceed the Quality Benchmark; or, (ii) there will be a minimum improvement of 2.5% in the Dispense Rate as compared to the difference between the Quality Benchmark and the Dispense Rate for the Baseline Period.</p> <p>The Dispense Rate will be calculated based on the number of Identified Members with persistent asthma who are dispensed 1 or more appropriate Prescription Drugs during the Measurement Period divided by the total number of Identified Members.</p> <p>To determine the results for (i), Anthem shall compare the Dispense Rate in the Measurement Period to the Quality Benchmark.</p> <p>The improvement percentage for (ii) will be calculated by: 1) subtracting the Dispense Rate in the Baseline Period from the Dispense Rate in the Measurement Period; and, 2) dividing the result by the difference between the Quality Benchmark and the Dispense Rate for the Baseline Period.</p> <p>This will be measured with Employer-specific Data.</p>	<b>Result</b>	<b>Penalty</b>	<b><u>Measurement Period</u></b>
	Year 2,3,4: \$20,000		<p>Dispense Rate Improved by 2.5% or More</p> <p>OR</p> <p>If Dispense Rate Improved by Less Than 2.5% AND is</p>	None	Annual
			80% or Greater	None	<b><u>Reporting Period</u></b>
			77.5% - 79.9%	25%	Annual
			75% - 77.4%	50%	
			72.5% - 74.9%	75%	
			Less than 72.5%	100%	



Performance Category	Amount at Risk	Guarantee	Penalty Calculation		Measurement and Reporting Period
CAD – Statin Medications	Year 1: \$20,000	<p>This Guarantee establishes a Quality Benchmark of 65% in the percentage of Identified Members with coronary artery disease (CAD) who are dispensed one or more statin medications. (Dispense Rate). Anthem will be either (i) meet or exceed the Quality Benchmark; or, (ii) there will be a minimum improvement of 2.5% in the Dispense Rate as compared to the difference between the Quality Benchmark and the Dispense Rate for the Baseline Period.</p> <p>The Dispense Rate will be calculated based on the total number of Identified Members with CAD who are dispensed 1 or more statin medications during the Measurement Period divided by the total number of Identified Members.</p> <p>To determine the results for (i), Anthem shall compare the Dispense Rate in the Measurement Period to the Quality Benchmark.</p> <p>The improvement percentage for (ii) will be calculated by: 1) subtracting the Dispense Rate in the Baseline Period from the Dispense Rate in the Measurement Period; and, 2) dividing the result by the difference between the Quality Benchmark and the Dispense Rate for the Baseline Period.</p> <p>This will be measured with Employer-specific Data.</p>	<b>Result</b>	<b>Penalty</b>	<b><u>Measurement Period</u></b>
	Year 2,3,4: \$20,000		Adherence Rate Improved by 2.5% or More OR If Adherence Rate Improved by Less Than 2.5% AND is	None	Annual
			65% or Greater	None	
			62.5% - 64.9%	25%	
			60% - 62.4%	50%	
			57.5% - 59.9%	75%	
			Less than 57.5%	100%	
					<b><u>Reporting Period</u></b>
					Annual





Performance Category	Amount at Risk	Guarantee	Penalty Calculation		Measurement and Reporting Period
ConditionCare Financial Measures					
Clinical Intervention Return on Investment	Year 1: \$20,000	The clinical intervention return on investment (ROI) for Core ConditionCare and MyHealth Advantage Programs in a Measurement Period shall be at least 1.5:1. The calculation of ROI shall be the estimated savings in Identified Members' medical costs attributable to care gaps identified during the Performance Period and closed during the Measurement Period divided by the fees paid for the programs in a Performance Period. Anthem shall use its calculation methodology to determine estimated savings from closing care gaps which is based on clinical and actuarial studies. Anthem will substantiate the results 6 months following the Performance Period. Anthem may need up to 12 months to close care gaps identified late in the Performance Period. Penalties will only be applied based on results measured 12 months following the end of the Performance Period.  This Performance Guarantee is expressly conditioned on Employer purchasing all Core ConditionCare Programs made available by Anthem as well as the MyHealth Advantage program. Core ConditionCare programs include those that address diabetes, heart failure, asthma, coronary artery disease (CAD) and chronic obstructive pulmonary disease (COPD).This Guarantee applies for a maximum of [1] Measurement Period.  This will be measured with Employer-specific Data.	Result	Penalty	<u>Measurement Period</u>  Annual plus 12 months of Claims Runout
			Medical Only		
			1.5:1 or higher	None	<u>Reporting Period</u>  Initial Report to be provided 6 months after the Measurement Period. Final Report at the conclusion of the 12 month Claims Runout Period as identified in the Measurement Period.
			1.4 to 1.49:1	25%	
			1.3 to 1.39:1	50%	
			1.2 to 1.29:1	75%	
			Less than 1.2:1	100%	



### Clinical Intervention Savings (ROI) Illustration

There are currently over 65 identified services that may be included in the Return on Investment Calculation.

Below is an example of how savings for one identified service is calculated:

Clinical Practice Guideline	Clinical Impact per Patient Conversion	Event and RX Cost for the Plan	Expected Annual savings Conversions
Persistent Asthma, Controller (RX) is recommended	Absolute reduction in the risk of an asthma hospitalization is 7.6% per identified member	Asthma Hospitalization * projected cost is \$7765, RX cost is \$324	$(.076) \times \$7765 = \$590$ reduction in cost. Less cost of RX \$590 - \$324= <b>\$266 net savings</b>

\* Hospitalization costs come from HCUP (Healthcare Use and Utilization Project) database and then adjusted for inflation and professional fees.

### Aggregated Clinical Savings Summary

Services with treatment non compliance	Impacted Number of Services	Savings per patient(cost avoided)	Clinical Intervention Total savings
Persistent Asthma, Controller compliant	50	<b>\$266</b>	\$13,300
Non-compliant Lipid Medication returned to compliance	100	\$119	\$11,900
DVT needs compression stockings	25	\$1609	\$40,225
COPD medication erratic refill pattern	60	\$505	\$30,300
Coronary Heart disease may benefit from statin	115	\$330	\$37,950
Sum of savings			\$133,675

Note: For illustrative purposes, 5 random identified services were chosen to demonstrate the ROI calculation.

Total Savings = \$133,675

Total Annual Fee = 2,000 contracts x 12 months x \$3.50 PCPM (ConditionCare fee) = \$84,000

Return on Investment = \$133,675 Savings/\$84,000 Fees = 1.59 ROI



Performance Category	Amount at Risk	Guarantee	Penalty Calculation		Measurement and Reporting Period
ConditionCare Financial Measures					
Case Management t High Dollar Claimant Outreach	Year 1: \$20,000  Year 2,3,4: \$20,000	A minimum of 95% of Identified Members who accumulate \$75,000 or more of paid claims in a rolling 12 month period will receive successful contact or at least 2 attempted outreach telephone calls from Anthem within 30 calendar days of identification by Anthem. This Guarantee will include both medical and Prescription Drug claims. If Prescription Drug benefits are administered by third party payers other than Anthem, this Guarantee will include Prescription Drugs claims, if Prescription Drug claims data is received from Employer in a format that is acceptable to Anthem. This Guarantee does not include pediatric cases.  This Guarantee will be calculated based on the number of Identified Members who receive successful contact from Anthem or at least 2 attempted outreach telephone calls from Anthem within 30 calendar days of identification by Anthem divided by the number of Identified Members who accumulate \$75,000 or more of paid claims in a rolling 12 month period. This will be measured with Employer-specific Data.	Result 95% or Greater 94% - 94.9% 93% – 93.9% 92% - 92.9% Less than 92%	Penalty None 25% 50% 75% 100%	Measurement Period Annual  Reporting Period Annual
Case Management Member Outreach for Preadmission Counseling	Year 1: \$20,000  Year 2,3,4: \$20,000	A minimum of 90% of Identified Members will receive successful contact from Anthem or receive at least 2 attempted outreach telephone calls from Anthem prior to a scheduled medical or surgical admission when Anthem receives notice at least 7 calendar days prior to the medical or surgical admission date. This Guarantee does not include admissions related to maternity or behavioral health services.  This Guarantee will be calculated based on the number of Identified Members who receive successful contact from Anthem or at least 2 attempted outreach telephone calls prior to a scheduled medical or surgical admission divided by all Identified Members for whom Anthem received notice at least 7 calendar days prior to their medical or surgical admission date. This will be measured with Employer-specific Data.	Result 90% or Greater 89% - 89.9% 88% - 88.9% 87% - 87.9% Less than 87%	Penalty None 25% 50% 75% 100%	Measurement Period Annual  Reporting Period Annual



Performance Category	Amount at Risk	Guarantee	Penalty Calculation		Measurement and Reporting Period
Case Management Member Outreach for Post Discharge Counseling	Year 1: \$20,000	A minimum of 90% of Identified Members will receive successful contact from Anthem or receive at least 2 attempted outreach telephone calls from Anthem within 3 business days of notification of discharge where the Identified Member had a length of stay of 3 days or greater. This Guarantee does not include admissions related to maternity or behavioral health services.  This Guarantee will be calculated based on the number of Identified Members who receive successful contact from Anthem or at least 2 attempted outreach telephone calls following notification of discharge divided by all Identified Members with a length of stay of 3 days or greater.  This will be measured with Employer-specific Data.	Result	Penalty	<u>Measurement Period</u>
			90% or Greater	None	Annual
			89% - 89.9%	25%	
			88% - 88.9%	50%	<u>Reporting Period</u>
	Year 2,3,4: \$20,000		87% - 87.9%	75%	Annual
			Less than 87%	100%	