

## **AMENDMENT NUMBER ONE {1} TO ADMINISTRATIVE SERVICES AGREEMENT**

This Amendment One ("Amendment No. 1"), amends the Administrative Services Agreement effective as of October 1, 2023 by and between Indian River Board of County Commissioners ("Employer") and Blue Cross and Blue Shield of Florida, Inc. ("BCBSF") ("Agreement"), each a "Party" and together the "Parties". The terms and conditions of this Amendment No. 1 are incorporated by reference into and made a part of the Agreement. Capitalized terms used in this Amendment No. 1 that are not otherwise defined in this Amendment No. 1 will have the meanings set forth in the Agreement.

NOW, THEREFORE, in consideration of the mutual and reciprocal promises in this Amendment No. 1 contained, the parties agree to amend the Agreement as follows:

1. Effective as of October 1, 2025, Paragraph D, of Section III Financial Obligations is hereby incorporated into the Agreement.

- D. Performance guarantees are set forth in Exhibit D, apply to medical claims only and are for the term set forth in Exhibit D. BCBSF shall apply its standard methodology to measure performance guarantees. Employer acknowledges and agrees that performance guarantees will be considered null and void if this Agreement is not executed and/or the Agreement is not effective at the time any performance guarantee payment amount is otherwise due under this Agreement. In the event of a conflict between the terms of Section IV (D) and other provisions of the Agreement, the terms of Section IV(D) shall control.

Performance guarantee results will be available on a quarterly basis for informational purposes only with final settlement made no earlier than second quarter of the following year. The payment amount, if any, shall be paid by a credit to Employer on their monthly Administrative Fee bill. Upon prior written notice to Employer, BCBSF may offset the payment amount (including any amounts held as a Deposit or Letter of Credit) against any payments owned by Employer to BCBSF (including any amounts which may be owed pursuant to Article VI (C)).

In the event there is a ten percent (10%) increase or decrease in enrollment or projected enrollment (number of lives covered by BCBSF under the Group's benefit program) for the effective date of the performance guarantees or if Employer makes a material change in benefits during the term of this Agreement, as reasonably determined by BCBSF, that affects the performance being measured in the performance guarantees, BCBSF reserves the right to revise or void the performance guarantees. BCBSF may replace or modify performance guarantee measures or goals if necessitated by a change in the way BCBSF systematically tracks or measures the applicable measure.

2. Effective as of October 1, 2025, Section O, of Section V Miscellaneous Provisions, is hereby amended as follows to delete BCBSF notice to address and replace with updated notice to address:

To: Blue Cross and Blue Shield of Florida, Inc.  
4800 Deerwood Campus Parkway  
Jacksonville, FL 32246  
Attention: Vice President, Sales

Courtesy Copy: (which does not constitute legal notice)

Blue Cross and Blue Shield of Florida, Inc.  
4800 Deerwood Campus Parkway, DCC 100-7  
Jacksonville, FL 32246  
Attention: Deputy General Counsel, Legal Department

3. Effective as of October 1, 2025, Section CC, Waiver of Section V Miscellaneous Provisions, is hereby incorporated into the Agreement.

CC. Waiver.

A party's failure or any delay on the part of a party to exercise any right, remedy, power or privilege under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise of the same or of any other right, remedy, power or privilege with respect to any occurrence or be construed as a waiver of such right, remedy, power or privilege with respect to any other occurrence. No term or provision of this Agreement may be waived or modified unless such waiver or modification is in writing and signed by the party against whom such waiver or modification is sought to be enforced.

4. Effective as of October 1, 2025, Exhibit B Financial Arrangement is deleted in its entirety and replaced with the following Exhibit B Financial Arrangement attached hereto.
5. Effective as of October 1, 2025, Exhibit C HIPAA-AS Addendum to Administrative Services Agreement is deleted in its entirety and replaced with the following Exhibit C HIPAA Business Association Agreement Addendum attached hereto.
6. Effective as of October 1, 2025, Exhibit D – Performance Guarantees is hereby incorporated into the Agreement and attached hereto.
7. Except as specially amended herein, all other the terms and conditions of the Agreement shall remain unchanged and in full force and effect.
8. To the extent that this Amendment No. 1 conflicts with the terms and conditions of the Agreement, including any prior amendments, addendum, exhibits, this Amendment No. 1 will govern.

Each party has caused its duly authorized representative to execute this Amendment No. 1 on its behalf, effective as of the Effective Date.

IN WITNESS WHEREOF, the parties have the authority necessary to bind the entities identified and have caused this Amendment No. 1 to be executed by their duly authorized representatives.

Indian River Board of County  
Commissioners

Blue Cross and Blue Shield of  
Florida, Inc.

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT B Financial Arrangement

- I. Administrative Fees term: October 1, 2025 – September 30, 2029
- II. While this Agreement is in effect, Services will be furnished in connection with the Plan including claims processing and payments of the amount due with respect to claims incurred on or after the Effective Date that qualify under the Plan. Employer will fully reimburse Designated Agent for the payment of claims as specified in this Exhibit.
- III. The Administrative Fees applicable to this Agreement include a base administrative fee and administrative charges for other fees and services as described in Sections A and B directly below.

A. The base administrative fees are as follows for the Plan.

October 1, 2025 through September 30, 2028: \$48.14 PEPM

October 1, 2028 through September 30, 2029: \$49.58 PEPM

B. In addition to the base administrative fee, the administrative charges for other fees and services are stated below.

Such charges are subject to change for subsequent benefit years.

<b>Radiology Management (Evolent fka NIA)</b>	Included in Administrative Fee
<b>Stop-Loss Coordination</b> Packets to von-Blue Stop-Loss vendors	Included in Administrative Fee
<b>Teladoc General Medical</b> ( <i>Claims costs also apply</i> )	Included in Administrative Fee
<b>Pharmacy: Integrated Real-Time Deductible and Maximum Out-of-Pocket Processing for Carved Out PBM</b>	Included in Administrative Fee
<b>One time Wellness Contribution upon Board approval</b>	\$50,000
<b>Additional Annual Wellness Contributions (10/01/2025, 10/01/2026, 10/01/2027 and 10/01/2028) as long as coverage remains in effect.</b>	\$50,000

Access fees of up to 1.84% of Network Savings for PPO provider claims and 3.31% of Network savings for Traditional provider claims may be assessed for claims incurred in states under the BlueCard program as explained in more detail under Section XIII below. This access fee will not exceed two thousand dollars (\$2,000) for any one claim and will not apply in Florida, South Carolina or in Consortium Plan Service Areas which is the geographic area where enrolled Members reside

as long as enrollment continues to be equal to or greater than one thousand (1,000) contracts. On the first anniversary date after enrollment falls below one thousand (1,000) contracts, access fees will apply in those Consortium Plan service areas where enrolled Members reside, and Consortium fees were not previously established. Access fees will also apply in Consortium Plan service areas where no enrolled Members reside. A determination of the Consortium Plan service areas that will not apply access fees for services rendered to Members will be made on the basis of enrollment on each subsequent anniversary of this Agreement's Effective Date. Access fees will be applied on the basis of where the service was incurred, and not where the Member resides.

Network Savings is defined as the total of the amounts computed by subtracting each "allowed amount" for a particular service under the terms of a participating provider's written agreement from each "billed amount" for such service. In no event shall the term "Network Savings" include duplicate charges or billed amounts for services or supplies not covered under the Employer's Plan. The term "allowed amount" means the amount received as payment in full by a participating provider, under that provider's written agreement, from both BCBSF and covered individuals under Employer's Plan for claims submitted to, and paid by BCBSF for a particular covered service, and the term "billed amount" means the amount which would be received by such provider for the same covered service utilizing that provider's charges. The Allowed Amount for Emergency Services provided by Non-Participating or Non-Contracting Providers will pay in accordance with the definition of Maximum Payment in the Plan of Benefits.

C. The base administrative fee is guaranteed through September 30, 2029, however, BCBSF may:

- (1) Revise the base administrative fee, upon thirty (30) days' notice prior to the first anniversary of the Effective Date;
- (2) Revise the base administrative fee, at any time, if any change in law or regulation or interpretation of law or regulation by Federal, State or Local governmental agency or entity imposes greater material duties, obligations or costs on BCBSF than contemplated by this Agreement.

In addition, the Employer shall assume the liability for any tax, assessment or cost based upon the existence of the Group Health Plan, including all fines, penalties, losses, damages, costs, expenses, attorneys' fees and court costs incurred in connection with any assessment. Furthermore, if BCBSF shall pay, pursuant to the demand of an appropriate official of any state, any tax, assessments or costs based on the amounts paid into or from the Plan, the Employer shall reimburse BCBSF, upon demand, the full amount of such taxes, assessments or costs paid together with the additional amounts specified in connection with such assessment, including any interest added thereto and paid by BCBSF. The Employer agrees to recognize and abide by BCBSF's disposition of such demands for the

payment of any taxes, assessments, or costs whether paid, compromised, settled or litigated.

- (3) Revise the base administrative fee as of the effective date of a modification of the Plan that imposes greater duties, obligations, or costs on BCBSF and/or its Designated Agent than contemplated by this Agreement provided that such modification shall be limited to the amount that is necessary to compensate BCBSF for the effect of the related modification.

- V. The Employer agrees to remit its payment for the monthly administrative fees within fifteen (15) days after the receipt of an invoice. Late charges will be assessed on late payments, at the option of BCBSF, as described herein and as called for in Section VIII. Late charges will begin to accrue on the day following the applicable due date.
- VI. Require pre-funding of claims payments based on adjudicated but unpaid Claims Amounts as described below;

On Tuesday morning of each week after notice, an invoice for the Claims Amount will be available on the billing website. The invoice shall generally reflect, with respect to health care claims payable under the Plan of Benefits, claims that BCBSF has processed and approved for payment, but for which payment has not been issued ("Adjudicated Claims") and appropriate adjustments. The Employer will pay or cause to be paid the amount of the invoice no later than close of business on the same day that the invoice is issued; Upon receipt by BCBSF of proof of timely payment, BCBSF will provide for payment of the Adjudicated Claims. Late charges may be assessed on late payments. The Late charges will begin to accrue with respect to an unpaid invoice on the day following the day that an invoice is issued; BCBSF retains the right to suspend payment of claims immediately in the event that payment for the Claims Amount or Administrative Charges are not received as required herein; and BCBSF will account for adjustments in the estimated Claims Amount on the following week's invoice. BCBSF may stop paying all Member claims or terminate this Agreement for non-payment. Notwithstanding the foregoing, BCBSF is not required to exercise any right to offset and may require that the Employer make any and all payments due under this Agreement.

Claims Amounts are due and payable monthly on Tuesday morning after the last Friday of the month after the Effective Date (unless such date is a federal holiday, in which case on the immediately following business day), BCBSF will notify Employer of the Claims Amount. If payment is made by draft, payment is due by 3:00 p.m. ET on the same day that Employer receives notice of the Claims Amount. If payment is made by wire, payment is due by Friday of the same week that it receives notice of the Claims Amount, provided that, if payment made by wire is not remitted in compliance with this Section, BCBSF, in its sole discretion, may require all payments to be made by draft. If Employer has obtained Stop-Loss Insurance through BCBSF or a carrier that is affiliated with BCBSF, BCBSF will bill the Stop-Loss Insurance carrier directly for Claims Amounts that are covered by such Stop-Loss Insurance.

VII. There will be no interest accrued or payable by BCBSF on any funds held pursuant to this Agreement. However, during the term of this Agreement, should the Employer not make payment in accordance with the provisions of this Exhibit, amounts due shall be subject to a late charge of 1.0% per month. The late charge shall be billed separately to the Employer. The Employer warrants and agrees that the late charge will be paid solely from Employer's funds and not from the funds of any employee welfare plan or trust.

VIII. Claim Processing: BCBSF will, process claims incurred and timely submitted on or after the Effective Date. The claim must be received within ninety (90) days after the beginning of care or, if by a participating provider, within the filing period permitted under the participating provider's contract, however, failure to file the claim within such period will not prevent payment of benefits if the member shows that it was not reasonably possible to timely file the claim, provided the claim is filed as soon as is reasonably possible, in no event, except in the absence of legal capacity, no later than twelve (12) months from the date services were rendered. Claims will be adjudicated in the order received and will not be re-adjudicated due to out of sequence dates of services.

Employer understands and acknowledges that BCBSF may deny any claims that are processed while any amount is past due or delinquent under this Agreement.

IX. In the event of default in reimbursements directly to BCBSF and/or its Designated Agent as required under the terms of this Agreement, and if such default remains uncured for a period of thirty (30) days after written notice of such default is provided to Employer, BCBSF shall have the right to terminate the Agreement. Such right to terminate shall be in addition and not limitation of any right to terminate under the other provisions of this Agreement.

X. Stop-Loss Insurance, the insurance procured by Employer that insures Employer against claims made in excess of certain amounts, shall be provided in conformity with the terms of the separate agreement with BCBSF and paid by the Employer as the Plan Administrator as applicable.

Employer will make payments to BCBSF required under this Agreement (regardless of any Stop-Loss Insurance coverage Employer obtained from a carrier other than BCBSF) that may cover such claims and regardless of the existence of any pending Stop-Loss Insurance reimbursement that has not been paid to Employer.

XI. Employer has separately contracted with a Pharmacy Benefit Manager for pharmacy management services (the "PBM Vendor"). BCBSF shall be entitled to rely on any information provided to it by Employer's PBM Vendor. BCBSF shall base certain eligibility coverage and other determinations in the performance of its responsibilities under this Agreement in reliance on the information so provided; and shall not be required to confirm or verify the accuracy, authenticity or completeness of any information so provided. BCBSF shall not be liable for any damages that may result from its reliance on and/or utilization of inaccurate or incomplete information received from Employer's PBM Vendor.

- XII. In the event of expiration or termination of the Agreement as set forth in Section IV, BCBSF will provide Retention Services for claims incurred prior to the date of expiration or termination ("run-out claims").

Employer shall pay BCBSF for these services as set forth below. The parties agree that such fees shall not be payable, nor shall such services be provided by BCBSF unless Employer provides weekly wire funding for the claims.

The Administrative Fees paid to BCBSF for post-termination services under this Agreement shall be calculated as follows, based upon the Administrative Fees and enrollment in place at the time of termination: three (3) months per employee per month (PEPM).

These amounts will be paid to BCBSF by the Employer in the manner mutually agreed to by both parties at the time of notification of termination. At the end of the twelve (12) month period following such termination and upon receipt by BCBSF of payment in full of all statements as specified above, BCBSF will refund the advanced deposit, if any.

Notwithstanding the foregoing, BCBSF will have no obligation, in its sole discretion, to continue to process claims submitted or to provide Retention Services under this Agreement, if this Agreement is terminated for any reason other than pursuant to Section IV(A).

XIII. Inter-Plan Arrangements

- A. BCBSF and its Designated Agent have a variety of relationships with other Blue Cross and/or Blue Shield Licensees referred to generally as "Inter-Plan Arrangements." These Inter-Plan Arrangements operate under rules and procedures issued by the Association. Whenever Members access healthcare services outside the geographic area BCBSF's Designated Agent serves (i.e., South Carolina), the claim for those services may be processed through one of these Inter-Plan Arrangements. The Inter-Plan Arrangements are described generally below.

Typically, when accessing care outside the geographic area BCBSF's Designated Agent serves (i.e., South Carolina), Members obtain care from healthcare providers that have a contractual agreement ("participating providers") with the local Blue Cross and/or Blue Shield Licensee in that other geographic area ("Host Blue"). In some instances, Members may obtain care from healthcare providers in the Host Blue geographic area that do not have a contractual agreement ("nonparticipating providers") with the Host Blue. BCBSF remains responsible for fulfilling our contractual obligations to Employer. BCBSF's and/or its Designated Agent's payment practices in both instances are described below. For purposes of Inter-Plan Arrangements, BCBSF is a Host Blue for services provided within Florida.

This disclosure describes how claims are administered for Inter-Plan Arrangements and the fees that are charged in connection with Inter-Plan



Arrangements. (Note that Dental Care Benefits, except when not paid as medical claims/benefits, and those Prescription Drug Benefits or Vision Care Benefits that may be administered by a third party contracted by BCBSF and/or its Designated Agent to provide the specific service or services are not processed through Inter-Plan Arrangements.)

## B. BlueCard® Program

The BlueCard® Program is an Inter-Plan Arrangement. Under this Arrangement, when Members access covered healthcare services within the geographic area served by a Host Blue, the Host Blue will be responsible for contracting and handling all interactions with its participating healthcare providers. The financial terms of the BlueCard Program are described generally below.

### 1. Liability Calculation Method Per Claim – In General

#### a. Member Liability Calculation

Unless subject to a fixed dollar copayment, the calculation of the Member liability on claims for covered healthcare services will be based on the lower of the participating provider's billed covered charges or the negotiated price made available to BCBSF and/or its Designated Agent by the Host Blue.

#### b. Employer Liability Calculation

The calculation of Employer liability on claims for covered healthcare services processed through the BlueCard Program will be based on the negotiated price made available to BCBSF and/or its Designated Agent by the Host Blue (under the contract between the Host Blue and the provider). Sometimes, this negotiated price may be greater for a given service or services than the billed charge in accordance with how the Host Blue has negotiated with its participating healthcare provider(s) for specific healthcare services. In cases where the negotiated price exceeds the billed charge, Employer may be liable for the excess amount even when the Member's deductible has not been satisfied. This excess amount reflects an amount that may be necessary to secure (a) the provider's participation in the network and/or (b) the overall discount negotiated by the Host Blue. In such a case, the entire contracted price is paid to the provider, even when the contracted price is greater than the billed charge.

### 2. Claims Pricing

Host Blues determine a negotiated price, which is reflected in the terms of each Host Blue's provider contracts. The negotiated price made available to BCBSF and/or its Designated Agent by the Host Blue may be represented by one of the following:

- a. An actual price is a negotiated rate of payment in effect at the time a claim is processed without any other increases or decreases; or
- b. An estimated price is a negotiated rate of payment in effect at the time a claim is processed, reduced or increased by a percentage to take into account certain payments negotiated with the provider and other claim- and non-claim related transactions. Such transactions may include, but are not limited to, anti-fraud and abuse recoveries, provider refunds not applied on a claim specific basis, retrospective settlements and performance related bonuses or incentives; or
- c. An average price is a percentage of billed covered charges in effect at the time a claim is processed representing the aggregate payments negotiated by the Host Blue with all of its healthcare providers or a similar classification of its providers and other claim- and non-claim related transactions. Such transactions may include the same ones as noted above for an estimated price.

The Host Blue determines whether it will use an actual, estimated or average price. The use of estimated or average pricing may result in a difference (positive or negative) between the price Employer pays on a specific claim and the actual amount the Host Blue pays to the provider. However, the BlueCard Program requires that the amount paid by the Member and Employer is a final price; no future price adjustment will result in increases or decreases to the pricing of past claims.

Any positive or negative differences in estimated or average pricing are accounted for through variance accounts maintained by the Host Blue and are incorporated into future claim prices. As a result, the amounts charged to Employer will be adjusted in a following year, as necessary, to account for over- or underestimation of the past years' prices. The Host Blue will not receive compensation from how the estimated price or average price methods, described above, are calculated. Because all amounts paid are final, neither positive variance account amounts (funds available to be paid in the following year), nor negative variance amounts (the funds needed to be received in the following year), are due to or from Employer. If Employer terminates, you will not receive a refund or charge from the variance account.

Variance account balances are small amounts relative to the overall paid claims amounts and will be liquidated over time. The timeframe for their liquidation depends on variables, including, but not limited to, overall volume/number of claims processed and variance account balance. Variance account balances may earn interest at the federal funds or similar rate. Host Blues may retain interest earned on funds held in variance accounts.

### 3. BlueCard Program Fees and Compensation

Employer understands and agrees to reimburse BCBSF and/or its Designated Agent for certain fees and compensation which BCBSF is obligated under the BlueCard Program to pay to the Host Blues, to the Association and/or to vendors of BlueCard Program related services. The specific BlueCard Program fees and compensation that are charged to Employer are set forth in this Exhibit B. BlueCard Program Fees and compensation may be revised from time to time.

Only the BlueCard Program access fee may be charged separately each time a claim is processed through the BlueCard Program. All other BlueCard Program related fees are included in the base administrative fee.

The Access Fee is charged by the Host Blue to BCBSF and/or its Designated Agent for making its applicable provider network available to Employer's Members. The Access Fee will not apply to nonparticipating provider claims. The Access Fee is charged on a per claim basis and is charged as a percentage of the discount/differential BCBSF and/or its Designated Agent receives from the applicable Host Blue subject to a maximum of \$2,000 per claim. When charged BCBSF and/or its Designated Agent pass the access fee directly on to Employer.

Instances may occur in which the claim payment is zero or BCBSF and/or its Designated Agent pays only a small amount because the amounts eligible for payment were applied to patient cost sharing (such as a deductible or coinsurance). In these instances, BCBSF and/or its Designated Agent will pay the Host Blue's access fee and pass it along directly to Employer as stated above even though Employer paid little or had no claim liability.

A base administrative fee encompasses fees BCBSF and/or its Designated Agent charge to Employer for administering Employer's benefit plan. They may include both local (within BCBSF's Designated Agent's service area, i.e. South Carolina) and Inter-Plan fees. For purposes of this Agreement, they include the following BlueCard Program related fees other than the BlueCard Program access fee: namely, administrative expense allowance (AEA) fee, central financial agency fee, ITS transaction fee, toll free number fee, PPO provider directory fee and Blue Cross Blue Shield Global® Core fees, if applicable.

### C. Special Cases: Value-Based Programs

#### Value-Based Programs Definitions

**Accountable Care Organization (ACO):** A group of healthcare providers who agree to deliver coordinated care and meet performance benchmarks for quality and affordability in order to manage the total cost of care for their member populations.

**Global Payment/Total Cost of Care:** A payment methodology that is defined at the patient level and accounts for either all patient care or for a specific group of services delivered to the patient such as outpatient, physician, ancillary, hospital services and prescription drugs.

Patient-Centered Medical Home (PCMH): A model of care in which each patient has an ongoing relationship with a primary care physician who coordinates a team to take collective responsibility for patient care and, when appropriate, arranges for care with other qualified physicians.

Shared Savings: A payment mechanism in which the provider and payer share cost savings achieved against a target cost budget based upon agreed upon terms and may include downside risk.

Value-Based Program (VBP): An outcomes-based payment arrangement and/or a coordinated care model facilitated with one or more local providers that is evaluated against cost and quality metrics/factors and is reflected in provider payment.

#### Value-Based Programs Overview

Employer's Members may access covered healthcare services from providers that participate in a Host Blue's Value-Based Program. Value-Based Programs may be delivered either through the BlueCard Program or a Negotiated Arrangement. These Value-Based Programs may include, but are not limited to, Accountable Care Organizations, Global Payment/Total Cost of Care arrangements, Patient Centered Medical Homes and Shared Savings arrangements.

#### Value-Based Programs under the BlueCard Program

Under Value-Based Programs, a Host Blue may pay providers for reaching agreed upon cost/quality goals in the following ways:

The Host Blue may pass these provider payments to BCBSF and/or its Designated Agent, which BCBSF and/or its Designated Agent will pass directly on to Employer as either an amount included in the price of the claim or an amount charged separately in addition to the claim.

When such amounts are included in the price of the claim, the claim may be billed using one of the following pricing methods, as determined by the Host Blue:

- (i) Actual Pricing: The charge to accounts for Value-Based Programs incentives/Shared Savings settlements is part of the claim. These charges are passed to Employer via an enhanced provider fee schedule.
- (ii) Supplemental Factor: The charge to accounts for Value-Based Programs incentives/Shared Savings settlements is a supplemental amount that is included in the claim as an amount based on a specified supplemental factor (e.g., a small percentage increase in the claim amount). The supplemental factor may be adjusted from time to time.

When such amounts are billed separately from the price of the claim, they may be billed as follows:

- (i) Per Member Per Month (PMPM) Billings: Per Member per month billings for

Value-Based Programs incentives/Shared Savings settlements to accounts are outside of the claim system. BCBSF and/or its Designated Agent will pass these Host Blue charges directly through to Employer as a separately identified amount on the group billings; or,

- (ii) Where Host Blues pass on the costs of Value-Based Programs to BCBSF and/or its Designated Agent as PMPM amounts not attached to specific claims, BCBSF and/or its Designated Agent may elect to pass these amounts to Employer as a claim amount.

The amounts used to calculate either the supplemental factors for estimated pricing or PMPM billings are fixed amounts that are estimated to be necessary to finance the cost of a particular Value-Based Program. Because amounts are estimates, there may be positive or negative differences based on actual experience, and such differences will be accounted for in a variance account maintained by the Host Blue (in the same manner as described in the BlueCard claim pricing section above) until the end of the applicable Value-Based Program payment and/or reconciliation measurement period. The amounts needed to fund a Value-Based Program may be changed before the end of the measurement period if it is determined that amounts being collected are projected to exceed the amount necessary to fund the program or if they are projected to be insufficient to fund the program.

At the end of the Value-Based Program payment and/or reconciliation measurement period for these arrangements, Host Blues will take one of the following actions:

- Use any surplus in funds in the variance account to fund Value-Based Program payments or reconciliation amounts in the next measurement period.
- Address any deficit in funds in the variance account through an adjustment to the PMPM billing amount or the reconciliation billing amount for the next measurement period.

The Host Blue will not receive compensation resulting from how estimated, average or PMPM price methods, described above, are calculated. If Employer terminates, you will not receive a refund or charge from the variance account. This is because any resulting surpluses or deficits would be eventually exhausted through prospective adjustment to the settlement billings in the case of Value-Based Programs. The measurement period for determining these surpluses or deficits may differ from the term of this Agreement.

Variance account balances are small amounts relative to the overall paid claims amounts and will be liquidated over time. The timeframe for their liquidation depends on variables, including, but not limited to, overall volume/number of claims processed and variance account balance. Variance account balances may earn interest, and interest is earned at the federal funds or similar rate. Host Blues

may retain interest earned on funds held in variance accounts.

Members will not bear any portion of the cost of Value-Based Programs except when a Host Blue uses either average pricing or actual pricing to pay providers under Value-Based Programs.

#### Care Coordinator Fees

Host Blues may also bill BCBSF and/or its Designated Agent for care coordinator fees for provider services which we will pass on to Employer as follows:

- PMPM billings; or
- Individual claim billings through applicable care coordination codes from the most current editions of either Current Procedural Terminology (CPT) published by the American Medical Association (AMA), or Healthcare Common Procedure Coding System (HCPCS) published by the U.S. Centers for Medicare and Medicaid Services (CMS).

As part of this Agreement, BCBSF and Employer will not impose Member cost sharing for care coordinator fees.

#### D. Prepayment Review & Return of Overpayments

If a Host Blue conducts prepayment review activities including, but not limited to, data mining, itemized bill reviews, secondary claim code editing, and DRG audits, the Host Blue may bill BCBSF up to a maximum of 16 percent of the savings identified, unless an alternative reimbursement arrangement is agreed upon by BCBSF and the Host Blue, and these fees may be charged to Employer. If a Host Blue engages a third party to perform these activities on its behalf, the Host Blue may bill BCBSF the lesser of the full amount of the third-party fees or up to 16 percent of the savings identified, unless an alternative reimbursement arrangement is agreed upon by BCBSF and the Host Blue, and these fees may be charged to Employer.

Recoveries of overpayments from a Host Blue or its participating and nonparticipating providers from post-payment review activities can arise in several ways, including, but not limited to, antifraud and abuse recoveries, audits, healthcare provider audits, hospital bill audits, credit balance audits, utilization review refunds and/or unsolicited refunds. Recoveries will be applied in general, on either a claim-by-claim or prospective basis. If recovery amounts are passed on a claim-by claim basis from a Host Blue to BCBSF they will be credited to Employer account. When a Host Blue identifies and collects these overpayments, the Host Blue may bill BCBSF up to a maximum of 16 percent of the savings identified, unless an alternative reimbursement arrangement is agreed upon by BCBSF and the Host Blue, and these fees may be charged to Employer. In some cases, the Host Blue will engage a third party to assist in identification or collection

of overpayments. When this occurs, the Host Blue may bill the lesser of the full amount of the third-party fees or up to 16 percent of the savings identified, unless an alternative reimbursement arrangement is agreed upon by BCBSF and the Host Blue, and these fees may be charged to Employer.

E. Inter-Plan Programs: Federal/State Taxes/Surcharges/Fees

In some instances, federal or state laws or regulations may impose a surcharge, tax or other fee that applies to self-funded accounts. If applicable, BCBSF and/or its Designated Agent will disclose any such surcharge, tax or other fee to Employer, which will be Employer's liability.

F. Nonparticipating providers Outside BCBSF's Designated Agent's Service Area (i.e., South Carolina)

1. Member Liability Calculation

a. In General

When covered healthcare services are provided outside of BCBSF's Designated Agent's service area (i.e., South Carolina) by nonparticipating providers, the amount(s) a Member pays for such services will be based on either the Host Blue's nonparticipating healthcare provider local payment or the pricing arrangements required by applicable state law. In these situations, the Member may be responsible for the difference between the amount that the nonparticipating provider bills and the payment BCBSF and/or its Designated Agent will make for the covered services as set forth in this paragraph. Payments for out-of-network emergency services will be governed by applicable federal and state law.

b. Exceptions

In some exception cases, at Employer's direction, BCBSF and/or its Designated Agent may pay claims from nonparticipating healthcare providers outside of BCBSF's Designated Agent's service area (i.e., South Carolina) based on the provider's billed charge. This may occur in situations where a Member did not have reasonable access to a participating provider, as determined by BCBSF and/or its Designated Agent in BCBSF's and/or its Designated Agent's sole and absolute discretion, or by applicable state law. In other exception cases, at Employer's direction, BCBSF and/or its Designated Agent may pay such claims based on the payment BCBSF and/or its Designated Agent would make if BCBSF and/or its Designated Agent were paying a nonparticipating provider inside BCBSF's Designated Agent's service area (i.e., South Carolina), as described elsewhere in this Agreement. This may occur where the Host Blue's corresponding payment would be more than BCBSF's Designated Agent's in-service area nonparticipating provider payment. BCBSF and/or its Designated Agent may choose to negotiate a payment with such a provider on an exception basis.

The Member may be responsible for the difference between the amount that the nonparticipating healthcare provider bills and the payment BCBSF and/or its Designated Agent will make for the covered services as set forth in this paragraph.

## 2. Fees and Compensation

Employer understands and agrees to reimburse BCBSF and/or its Designated Agent for certain fees and compensation which we are obligated under applicable Inter-Plan Arrangement requirements to pay to the Host Blues, to the Association and/or to vendors of Inter-Plan Arrangement related services. The specific fees and compensation that are charged to Employer are set forth in this Exhibit B, if applicable. Fees and compensation under applicable Inter-Plan Arrangements may be revised from time to time.

## G. Blue Cross Blue Shield Global® Core

### 1. General Information

If Members are outside the United States, (the Commonwealth of Puerto Rico and the U.S. Virgin Islands) (hereinafter: "BlueCard service area"), they may be able to take advantage of the Blue Cross Blue Shield Global® Core when accessing covered healthcare services. The Blue Cross Blue Shield Global® Core is unlike the BlueCard Program available in the BlueCard service area in certain ways. For instance, although the Blue Cross Blue Shield Global® Core assists Members with accessing a network of inpatient, outpatient and professional providers, the network is not served by a Host Blue. As such, when Members receive care from providers outside the BlueCard service area, the Members will typically have to pay the providers and submit the claims themselves to obtain reimbursement for these services.

- **Inpatient Services** - In most cases, if Members contact the Blue Cross Blue Shield Global® Core Service Center for assistance, hospitals will not require Members to pay for covered inpatient services, except for their cost-share amounts. In such cases, the hospital will submit Member claims to the Blue Cross Blue Shield Global® Core Service Center to initiate claims processing. However, if the Member paid in full at the time of service, the Member must submit a claim to obtain reimbursement for covered healthcare services. Members must contact BCBSF and/or its Designated Agent to obtain precertification for non-emergency inpatient services.
- **Outpatient Services** - Physicians, urgent care centers and other outpatient providers located outside the BlueCard service area will typically require Members to pay in full at the time of service. Members must submit a claim to obtain reimbursement for covered healthcare services.
- **Submitting a Blue Cross Blue Shield Global® Core Claim**

When Members pay for covered healthcare services outside the BlueCard



service area, they must submit a claim to obtain reimbursement. For institutional and professional claims, Members should complete a Blue Cross Blue Shield Global® Core International claim form and send the claim form with the provider's itemized bill(s) to the Blue Cross Blue Shield Global® Core Service Center address on the form to initiate claims processing. The claim form is available from BCBSF and/or its Designated Agent, the Blue Cross Blue Shield Global® Core Service Center, or online at [www.bluecardworldwide.com](http://www.bluecardworldwide.com). If Members need assistance with their claim submissions, they should call the Blue Cross Blue Shield Global® Core Service Center at 1 (800) 810-BLUE (2583) or call collect at 1 (804) 673-1177, 24 hours a day, seven days a week.

## 2. Blue Cross Blue Shield Global® Core -Related Fees

Employer understands and agrees to reimburse BCBSF and/or its Designated Agent for certain fees and compensation which we are obligated under applicable Inter-Plan Arrangement requirements to pay to the Host Blues, to the Association and/or to vendors of Inter-Plan Arrangement related services. The specific fees and compensation that are charged to Employer under the Blue Cross Blue Shield Global® Core are set forth in this Exhibit B, if applicable. Fees and compensation under applicable Inter-Plan Arrangements may be revised from time to time.

## EXHIBIT C

### HIPAA BUSINESS ASSOCIATE AGREEMENT ADDENDUM

The provisions of this HIPAA Business Associate Agreement Addendum (“BAA”) address applicable requirements of the implementing regulations, codified at 45 Code of Federal Regulations (“C.F.R.”) Parts 160-64, for the Administrative Simplification provisions of Title II, Subtitle F of the Health Insurance Portability and Accountability Act of 1996 (collectively, “HIPAA”), so that the parties may meet their compliance obligations under HIPAA, and include additional provisions that the parties desire to have as part of the Agreement.

#### 1. **DEFINITIONS**

- 1.1. All capitalized terms in this BAA that are not defined herein or otherwise in the Agreement will have the meanings ascribed to them by HIPAA.

#### 2. **BCBSF’S RESPONSIBILITIES**

- 2.1. ***Preservation of Privacy.*** BCBSF will take reasonable steps to protect the confidentiality of all PHI in the performance of its duties under the Agreement and this BAA.
- 2.2. ***Prohibition on Non-Permitted Use or Disclosure.*** BCBSF will neither Use nor Disclose PHI except (1) as permitted or required by this BAA; (2) as permitted or required in writing by the Plan; or (3) as permitted or required by Applicable Law.
- 2.3. ***Permitted Uses and Disclosures.*** BCBSF may Use or Disclose Protected Health Information as follows:
- 2.3.1. For the performance of services set forth in the Agreement including, but not limited to, Payment activities, Health Care Operations, and Data Aggregation.
- 2.3.2. In accordance with 45 C.F.R. § 164.506(c) for the Payment activities of another Covered Entity or Health Care Provider, for the qualifying Health Care Operations of another Covered Entity, and for the Treatment activities of a Health Care Provider.
- 2.3.3. In accordance with an authorization or other permission granted by a Member (or the Member’s Personal Representative) in accordance with 45 C.F.R. § 164.508 or 45 C.F.R. § 164.510, as applicable.

- 2.3.4. For BCBSF's proper management and administration or to carry out BCBSF's legal responsibilities. Disclosure of PHI for BCBSF's proper management and administration or to carry out BCBSF's legal responsibilities is permitted only if (i) the Disclosure is Required by Law, or (ii) before the Disclosure, BCBSF obtains from the entity to which the Disclosure is to be made reasonable assurance, evidenced by written contract, that the entity will (1) hold PHI in confidence, (2) Use or further Disclose PHI only for the purposes for which BCBSF disclosed it to the entity or as Required by Law; and (3) notify BCBSF of any instance of which the entity becomes aware in which the confidentiality of any PHI was Breached.
- 2.3.5. To create De-Identified Health Information in conformance with 45 C.F.R. § 164.514(b). BCBSF may use and disclose De-Identified Health Information for any purpose, including after any termination of the Agreement and this BAA.
- 2.3.6. To create a Limited Data Set.
- 2.4. **Minimum Necessary.** BCBSF, in the performance of services under the Agreement, will make reasonable efforts to comply with the minimum necessary standard for PHI under HIPAA.
- 2.5. **Disclosure to BCBSF's Subcontractors.** BCBSF may disclose PHI to a Subcontractor. BCBSF will require each Subcontractor and agent to which BCBSF disclose PHI to provide reasonable assurance, evidenced by written contract, that such Subcontractor or agent will comply with the similar but no less restrictive privacy and security obligations with respect to PHI as this BAA applies to BCBSF.
- 2.6. **Reporting Non-Permitted Use or Disclosure and Security Incidents.**
- 2.6.1. **Privacy Breach.** BCBSF will report to the Plan within ten (10) calendar days any use or disclosure of PHI of which BCBSF becomes aware that is not permitted by this BAA and that constitutes a Breach of Unsecured PHI. The Plan hereby delegates to BCBSF (i) the responsibility for determining whether any use or disclosure of Protected Health Information under this BAA constitutes a Breach of Unsecured PHI, and (ii) the implementation of notification and reporting obligations associated with a Breach of Unsecured PHI in accordance with relevant legal requirements.
- 2.6.2. **Security Incidents.** BCBSF will report to the Plan within ten (10) calendar days any incident of which BCBSF becomes aware that is (a) a successful unauthorized access, use or disclosure of EPHI; or (b) a successful major (i)

modification or destruction of EPHI or (ii) interference with system operations in an Information System that results in a Breach of unsecured EPHI.

- 2.7. **Duty to Mitigate.** BCBSF will mitigate to the extent reasonably practicable any harmful effect of which BCBSF is aware that is caused by any use or disclosure of Protected Health Information in violation of this BAA.
- 2.8. **Return or Destruction of PHI.** Upon termination of the Agreement, BCBSF will, if BCBSF determines it is feasible, return to the Plan or destroy, all PHI in BCBSF's custody or control (or in the custody or control of any subcontractor or agent to which BCBSF disclosed Protected Health Information). BCBSF will limit its (and, by its written contract pursuant to Section 2.5. above, any subcontractor's or agent's) further use or disclosure of PHI to those purposes that make return or destruction infeasible and to those uses or disclosures Required by Law. BCBSF's obligations to preserve the privacy and safeguard the security of PHI as specified in this BAA will survive termination or other conclusion of the Agreement and this BAA.
- 2.9. **Access to PHI.** BCBSF will, consistent with 45 C.F.R. § 164.524(b)(2), make available to the Member for inspection and copying any of the PHI about the Member that qualifies as part of a Designated Record Set that BCBSF has in its custody or control, and that is not exempted from access by 45 C.F.R. § 164.524(a), so that the Plan can meet its access obligations under 45 C.F.R. § 164.524.
- 2.10. **Amendment.** BCBSF will, consistent with 45 C.F.R. § 164.526(b)(2), permit a Member to make a written request to amend any portion of PHI about the Member that qualifies as part of a Designated Record Set.
- 2.11. **Disclosure Accounting.** Disclosure Tracking. BCBSF will comply with the PHI Disclose Tracking requirements under 45 C.F.R. § 164.528.
- 2.12. **Restriction Requests.** BCBSF will permit a Member to request restriction on the use of their PHI, in accordance with 45 C.F.R. § 164.522.
- 2.13. **Confidential Communications.** BCBSF will provide a process for a Member to request that BCBSF confidential communications consistent with 45 C.F.R. § 164.522(b).
- 2.14. **Complaint Process.** BCBSF will, consistent with 45 C.F.R. § 164.530(d) and on behalf of the Plan, provide a process for Members to make complaints concerning BCBSF's policies and procedures.
- 2.15. **Safeguarding PHI.**
- 2.15.1. **Privacy.** BCBSF will maintain reasonable and appropriate administrative, physical, and technical safeguards, consistent with 45 C.F.R. § 164.530(c) and any other implementing regulations issued by DHHS that are applicable

to BCBSF as the Plan's Business Associate, to protect against reasonably anticipated threats or hazards to the security and integrity of PHI, to protect against reasonably anticipated unauthorized use or disclosure of PHI, and to reasonably safeguard PHI from any intentional or unintentional Use or Disclosure in violation of this BAA.

- 2.15.2. **Security.** BCBSF will develop, implement, maintain, and use administrative, technical, and physical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that BCBSF creates, receives, maintains, or transmits on behalf of the Plan consistent with the Security Rule, 45 C.F.R. Part 164, Subpart C.
- 2.16. **Inspection of Internal Practices, Books and Records.** BCBSF will make its internal practices, books, and records relating to its Use and Disclosure of PHI available to DHHS to determine the Plan's compliance with 45 C.F.R. Part 164, Subpart E "Privacy of Individually Identifiable Health Information."
- 2.17. **Summary Health Information.** Upon Employer's written request to either (A) obtain premium bids for providing health insurance coverage under the Plan, or (B) modify, amend, or terminate the Plan, BCBSF will provide Summary Health Information regarding the Members participating in the Plan to Employer.

### **3. EMPLOYER'S RESPONSIBILITIES**

- 3.1. **Enrollment Data and Disenrollment Data.** Employer may electronically exchange data with BCBSF regarding the enrollment and disenrollment of Members.
- 3.2. **Employer's Certification.** Employer hereby makes the certification specified in Schedule C-1 so that Employer may request and receive the minimum necessary PHI from BCBSF for those plan administration functions that Employer will perform for the Plan. The Plan authorizes BCBSF to disclose the minimum necessary PHI to those authorized representatives of Employer as specified in Schedule C-2 for the plan administration functions that Employer will perform for the Plan as specified in the Plan's Plan Document as amended and in Schedule C-2. Employer acknowledges and agrees that BCBSF is relying on Employer's certification and the Plan's authorization that Employer has provided the requisite certification and that BCBSF is not responsible for verifying (1) that the Plan's Plan Document has been amended to comply with the requirements of 45 C.F.R. § 164.504(f)(2), 45 C.F.R. § 164.314(b)(2), or this Section 3, or (2) that Employer is complying with the Plan's Plan Document as amended.
- 3.3. **Notice of Privacy Practices("NPP").** The Plan hereby adopts the BCBSF Notice of Privacy Practices as the Plan's own NPP in accordance with 45 C.F.R. §

164.520(c). The current BCBSF “Notice of Privacy Practices” is available at: <https://www.floridablue.com/disclaimer/hipaa-notice-privacy-practice>.

BCBSF reserves the right to amend its NPP and the web address where it is located at any time.

#### **4. MISCELLANEOUS**

- 4.1. ***Amendment to Conform to Applicable Law.*** Upon the compliance date of any final regulation or amendment to final regulation with respect to Protected Health Information, Standard Transactions, the security of Health Information, or other aspects of HIPAA applicable to this BAA or to the Agreement, the parties will mutually agree to amend such that the obligations imposed on Employer, the Plan, and BCBSF to remain in compliance with such regulations, unless BCBSF elects to terminate the Agreement by providing Employer and the Plan notice of termination in accordance with the Agreement at least 90 days before the compliance date of such final regulation or amendment to final regulation.
- 4.2. ***Conflicts.*** The provisions of this BAA will override and control any conflicting provision of the Agreement. All nonconflicting provisions of the Agreement will remain in full force and effect.

**Schedule C-1**  
**EMPLOYER'S CERTIFICATION**  
**To EXHIBIT C**  
**HIPAA BUSINESS ASSOCIATE AGREEMENT ADDENDUM**

**PART 1 – Employer to Amend Plan Documents for Privacy Provisions**

Employer certifies that Employer has amended the Plan's Plan Document to incorporate the provisions required by 45 C.F.R. § 164.504(f)(2), as set forth below, and agrees to comply with the Plan's Plan Document as amended.

1. Neither use nor further disclose Protected Health Information, except as permitted or required by the Plan's Plan Document or as required by law.
2. Neither use nor disclose Protected Health Information for any employment-related action or decision, or in connection with any other benefit or employee benefit plan of Employer.
3. Ensure adequate separation between Employer and the Plan by (a) describing those employees or classes of employees or other persons under Employer's control who will be given access to Protected Health Information to perform plan administration functions for the Plan, (b) restricting the access to and use of Protected Health Information by such employees or other persons to the plan administration functions that Employer will perform for the Plan, and (c) instituting an effective mechanism for resolving any noncompliance with the Plan's Plan Document by such employees or other persons.
4. Ensure that any subcontractor or agent to which Employer provides Protected Health Information agrees to the restrictions and conditions of the Plan's Plan Document with respect to Protected Health Information.
5. Report to the Plan any use or disclosure of Protected Health Information of which Employer becomes aware that is inconsistent with the uses and disclosures allowed by the Plan's Plan Document.
6. Make Protected Health Information available to the Plan or, at the Plan's direction, to the Member who is the subject of Protected Health Information (or the Member's Personal Representative) so that the Plan can meet its access obligations under 45 C.F.R. § 164.524.
7. Make Protected Health Information available to the Plan for amendment and, on notice from the Plan, amend Protected Health Information, so that the Plan can meet its amendment obligations under 45 C.F.R. § 164.526.
8. Record Disclosure Information as defined above for each disclosure that Employer makes of Protected Health Information that is not excepted from disclosure accounting and provide that Disclosure Information to the Plan on request so that the Plan can meet its disclosure accounting obligations under 45 C.F.R. § 164.528.

9. Make its internal practices, books, and records relating to its use and disclosure of Protected Health Information available to the Plan and to DHHS to determine the Plan's compliance with 45 C.F.R. Part 164, Subpart E "Privacy of Individually Identifiable Health Information."
10. Return to the Plan or destroy if feasible all Protected Health Information in whatever form or medium that Employer (and any subcontractor or agent of Employer) received from the Plan or BCBSF, including all copies thereof and all data, compilations, and other works derived there from that allow identification of any present or past Member who is the subject of Protected Health Information, when Employer no longer needs Protected Health Information for the plan administration functions for which the Employer received Protected Health Information. Employer will limit the use or disclosure of any of Protected Health Information that Employer (or any subcontractor or agent of Employer) cannot feasibly return to the Plan or destroy to the purposes that make its return to the Plan or destruction infeasible.

## **PART 2 - Employer to Amend Plan Documents for Security Provisions**

Employer further certifies that Employer has amended the Plan's Plan Document to incorporate the provisions required by 45 C.F.R. § 164.314(b)(2), as set forth below, and agrees to comply with the Plan's Plan Document as amended.

1. Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information that Employer creates, receives, maintains or transmits on the Plan's behalf.
2. Ensure that the adequate separation between Employer and the Plan required by 45 C.F.R. § 164.504(f)(2)(iii) (as described in item 3 above) is supported by reasonable and appropriate Security Measures.
3. Ensure that any subcontractor or agent to which Employer provides Electronic Protected Health Information agrees to implement reasonable and appropriate Security Measures to protect the Electronic Protected Health Information.
4. Report to the Plan any incident of which Employer becomes aware that is (a) a successful unauthorized access, use or disclosure of Electronic Protected Health Information; or (b) a successful major (i) modification or destruction of Electronic Protected Health Information or (ii) interference with system operations in an Information System containing or having access to Electronic Protected Health Information. Upon the Plan's request, Employer will report any incident of which Employer becomes aware that is a successful minor (a) modification or destruction of Electronic Protected Health Information or (b) interference with system operations in an Information System containing or having access to Electronic Protected Health Information.



**Schedule C-2 (f.k.a. Exhibit 3)**  
**to EXHIBIT C**  
**HIPAA BUSINESS ASSOCIATE AGREEMENT ADDENDUM**  
**DISCLOSURE OF PROTECTED HEALTH INFORMATION FOR PLAN**  
**ADMINISTRATION**

The Plan must promptly notify BCBSF in writing if any of the information contained in this Schedule C-2 changes.

**PART 1**

Name(s) and Title(s) of Employer representatives (i.e., employees of Employer) authorized by the Employer to request and receive Summary Health Information from BCBSF to perform Plan administrative functions:


**PART 2**

Identify the name(s), title(s), and company name(s) of any individual(s) from other Business Associates of the Plan that Employer, on behalf of the Plan, hereby authorizes to request and receive Protected Health Information:

Company Name	Type of Service Performed (Example: stop-loss carrier, reinsurer, agent, broker)	Name of Individual Performing Service	Title of Individual Performing Service

Employer acknowledges and agrees that, for purposes of these types of disclosures to third parties, BCBSF may require the Business Associate of the Plan to enter into a confidentiality and indemnification agreement with BCBSF in a form acceptable by BCBSF. BCBSF may require the Employer and/or the Plan to be a party to this agreement.

**PART 3**

The Employer, on behalf of the Plan, affirms that all authorization forms that may be required from the Plan's Members authorizing the use and/or release of protected or other confidential personal health information by BCBSF or its Designated Agent in order to perform its obligations under the Agreement have been obtained.

## EXHIBIT D

### Performance Guarantees

### Indian River Board of County Commissioners

Guarantees are based on book of business results.

Service Level Measures	Goals	Amount at Risk
<b>Abandon Rate</b> Number of calls that reach the call center and are placed in queue but do not reach the final destination because the caller hangs up before a representative becomes available.	≤5% ≥5.1%	0% 1%
<b>Average ACD Phone Queue Time</b> Actual length of time a member waits to speak with a customer service associate after all ACD options have been chosen.	≤30 seconds ≥31 seconds	0% 1%
<b>Blockage Rate</b> Percentage of calls blocked during business hours.	≤8% ≥8.1%	0% 1%
<b>Enrollment Timeliness</b> Percentage of ID cards mailed by effective date provided that the enrollment data is received from the employer 30 days prior to the effective date of coverage.	≥99% ≤98.9%	0% 1%
<b>Claims Processing Timeliness</b> Percentage of provider and subscriber claims processed within 30 calendar days from receipt to the date that a claim has passed all edits and is pending the issuance of a check, voucher or denial.	≥97% ≤96.9%	0% 1%
<b>Claims Processing Accuracy</b> Percentage of claims processed accurately.	≥97% ≤96.9%	0% 1%
<b>Claims Dollar Accuracy</b> Percentage of claim dollars paid accurately.	≥98% ≤97.9%	0% 1%
<b>Inquiry Timeliness</b> Percentage of inquiries finalize within 7 days	<90%	1%

Account Management Measures		Goals
<b>Account Management</b> Group's perception of responsiveness to Communication, Issue Resolution, Meetings and Reporting. Group is expected to provide feedback via a quarterly survey. If feedback is not provided to each quarter's survey, the assumption will be that the measure was met.	<b>If annual score is:</b> <b>100+</b> <b>80 – 99</b> <b>&lt; 80</b>	0% 1% 2%
<b>Communication</b> Response to telephone messages and e-mails provided within one (1) business day.	40 pts = Exceeds Expectations 30 pts = Meets Expectations 20 pts = Less than Expectations 10 pts – Significantly less than Expectations	
<b>Issue Resolution</b> Acknowledges issues within one (1) business day and resolve them in a timely manner. Resolution timeframe will be determined jointly between Account and Account Manager on a case-by-case basis	40 pts = Exceeds Expectations 30 pts = Meets Expectations 20 pts = Less than Expectations 10 pts – Significantly less than Expectations	
<b>Meetings</b> Conduct status/review meetings at mutually agreed upon appointments	40 pts = Exceeds Expectations 30 pts = Meets Expectations 20 pts = Less than Expectations 10 pts – Significantly less than Expectations	
<b>Reporting</b> Provide timely and accurate account specific reports as requested	40 pts = Exceeds Expectations 30 pts = Meets Expectations 20 pts = Less than Expectations 10 pts – Significantly less than Expectations	

<b>Total Percent at Risk of proposed ASO fee not to exceed a maximum payout of 10%</b>
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