

## **HEALTHCARE BLUEBOOK SERVICE AGREEMENT**

THIS HEALTHCARE BLUEBOOK SERVICE AGREEMENT (the "Agreement"), dated as of March 15, 2016\_ (the "Effective Date"), by and between CareOperative, LLC, a Delaware limited liability company (the "Company" or "Bluebook"), and Pinellas County Schools, a Florida School District, located at 301 4<sup>th</sup> ST SW, Largo Florida 33770 ("Client").

### **RECITALS**

The Company is engaged in, among other things, the business of developing and providing Internet-enabled medical pricing information, tools and services through its website at <http://www.healthcarebluebook.com> and through providing content via a web based process (the "Website", collectively with the Company's service offerings, the "Services"), which description of the Services is attached hereto as Exhibit A;

Client, among other things, provides health insurance benefits for certain employees and, as part of its benefits, Client desires to provide online health tools to the health plan members;

Client recognizes the value of the tools and services offered by the Company and desires to enable its Members to benefit from the Services; therefore, the Parties desire to enter into a nonexclusive strategic alliance pursuant to the terms and conditions set forth herein in order to allow Client to offer the Services to Client's Members (as defined herein.)

NOW, THEREFORE, for good and valuable consideration of the foregoing promises and the mutual covenants set forth below, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

### **ARTICLE I - DEFINITIONS**

1.1 *Definitions.* The following capitalized terms used in this Agreement shall have the following meanings:

- (a) "Affiliates or Subsidiaries" means any entity controlling, controlled by, or under common control with, either Party to this Agreement.
- (b) "Employee" means any employee employed by Client or retiree regardless if he/she has health benefits coverage or is a Subscriber.
- (c) "Subscriber(s)" means all Employees or persons (e.g., retirees, retirees and COBRA participants) who have access to the Client's sponsored benefit Plan and who are covered for Services regardless of actual usage of Services.
- (d) "Member(s)" shall mean an employee, or person (e.g., retirees, retirees and COBRA participants) or dependent of an employee that is eligible for Services under this Agreement.
- (e) "Subscriber List" means the list of eligible Subscribers provided to the Company by Client at least on a monthly interval containing for each Subscriber at least the following information: (i) such Subscriber's name, (ii) sex, (iii) identification number, (iv) email

address (if available) and (v) such other demographic information that is mutually agreed upon, if applicable.

- (f) "Use Agreement" means the terms and conditions each Member electronically consents to upon each use of the Services as provided through the Website, pursuant to which such Member is licensed to use the Website. The Use Agreement will be posted on the Client web site and each Member will be required to consent to the terms therein. The Use Agreements include the Privacy Policy (found at [www.healthcarebluebook.com/page\\_PrivacyPolicy.aspx](http://www.healthcarebluebook.com/page_PrivacyPolicy.aspx)) and the Terms of use (found at [www.healthcarebluebook.com/page\\_TermsOfUse.aspx](http://www.healthcarebluebook.com/page_TermsOfUse.aspx)).

## **ARTICLE II - LICENSE AND ACCESS**

- 2.1 License Grant. Client hereby retains Bluebook to provide the Services subject to the terms and conditions set forth in this Agreement, the Company grants Client a non-exclusive, non-transferable license to offer the Services to Client's Members. The Parties agree that the date on which Services will commence will be mutually agreed upon by the Parties (the "Commencement Date").
- 2.2 Member Access. The Company agrees to allow Members who wish to access the Services to do so without charge to each such Member. In consideration for providing such access, Client agrees to pay the amounts set forth in Section 4.1. The Company shall use best reasonable efforts to maintain appropriate bandwidth, storage space and access speed to permit timely access to the Services by all Members.
- 2.3 Data Access. Company's provision of services is contingent upon monthly access to necessary data from Client's payer(s), TPA(s) or other third party data source(s). Data access may be accomplished by separate agreement with the payer, TPA or other third party as necessary. Should any separate agreements facilitating access to data terminate, or should data become unavailable for any reason, the provision of services under this agreement may also terminate in which case this Agreement may terminate. Client shall be responsible for costs associated with provision of data from Client's payer(s), TPA(s) or third party data source(s). Company may only use such data for the purposes described herein and may not, without written consent of Client, use such data for other purposes or share with other organizations.
- 2.4 Subscriber List. Upon the Effective Date and at least monthly intervals thereafter, Client shall submit the Subscriber List to the Company in an electronic format mutually agreed to between the Parties. Client will supply the necessary eligibility elements of the Subscriber List so that Bluebook may fulfill its obligations under this Agreement.
- 2.5 Access Control.
- (a) The Company will issue to Client access authentication identification codes that will be used by Client's Members to access Services. Service data requests will require data regarding the unique Member for appropriate display of custom content and pricing.
  - (b) Client will only allow Members access to the Services behind a login that is password protected and unique to each Member. Client will not allow any access to Services for general website visitors that are not Members.

- (c) Company will issue access to the Services for Clients: Risk Management Benefits and Humana teams.

## 2.6 Trademarks.

- (a) The Company grants Client a non-exclusive, non-transferable license to use the Company's trademarks, service marks, logos, and slogans (the "Company Marks") solely to advertise, offer and promote the Services to Subscribers during the term of this Agreement. Client shall submit all such materials to the Company that have material information regarding the Services of Bluebook for review and approval prior to any dissemination of such material. Client shall not receive any ownership in or to the Company Marks as a result of such use. Client shall not use any of the Company Marks in any manner likely to confuse, mislead or deceive the public, or to be adverse to the best interests of the Company.

## **ARTICLE III COMPANY RESPONSIBILITIES**

- 3.1 Technical Support for Client's Members. Subject to Client's performance of the payment obligations set forth in Section 4.1, the Company shall provide technical support and consultation by way of email or other electronic means, to assist Members in the resolution of problems encountered by any such Members in the operation, configuration and implementation of the Services. Such support shall include commercially reasonable efforts by the Company to verify, diagnose and correct errors and defects in the Services. The Company shall serve as the contact point and provide technical support for the Services for Client Members. Company supports the Services using the following web browsers: Chrome, Firefox, Internet Explorer and Safari. The browser versions supported shall include the then current version as well as the previous two releases of each. Client will provide all customer support related to user ID and passwords for Client's site.
- 3.2 The Company will support client and subscribers in technical issues with the services.

## **ARTICLE IV - PRICES AND PAYMENT**

- 4.1 Access and Support Fees. Client agrees to pay Company the Bluebook Fees for the Services as provided in Exhibit B.
- 4.2 Payment Terms. Unless otherwise set forth herein, all payments due under this Agreement shall be due within 30 days and Client will self-bill.

As a convenience for the Client and to reduce the administration related to payments, Bluebook offers a prepayment option.

At Client's option, Client may pay annually for Service. If elected, Client shall (i) pay Company on or before the Commencement Date (and each anniversary thereof during the term of the Agreement) the total of one year's worth of Bluebook Fees based on the then current Subscriber count and (ii) receive a 3% discount on the annual Bluebook Fees.

At least 60 days prior to the anniversary of the Commencement Date, the Parties may review the then current Subscriber count. At such time, if the Subscriber count is above or below a 10% variance of the Subscriber count used to calculate the most recent annual payment made to Bluebook under this Agreement, then either Party may request reconciliation. The reconciliation will provide a true up of the total fees paid versus the total amount based on the actual subscriber count.

- 4.3 Taxes. The Bluebook Fees as provided in Exhibit B do not include any sales tax or any other kind of taxes now in force or imposed at a later date. All applicable taxes, if any, shall be the responsibility of Client.
- 4.4 Expenses. Except as otherwise specified in this Agreement or mutually agreed to by the Parties, each Party shall be solely responsible for its own web-site customization, marketing, printed materials, postage, travel and out-of-pocket expenses incurred in the performance of its obligations under this Agreement. Company shall be responsible for expenses in delivering content and data to Client. If Client requests customization of the Services, then the Parties shall agree on the scope of such customization and the corresponding fees.

## **ARTICLE V - CONFIDENTIALITY**

### 5.1 Confidentiality.

- (a) "Confidential Information" includes any and all business information, including without limitation, the Services, terms, conditions, pricing, business, methods, strategic plans, operations, financial, statistical and other information of a Party stored in any form, including, without limitation, information embodied on magnetic tape, computer hardware or software or any other medium for the storage of information, together with all notes, analyses, compilations, studies or other documents prepared by the parties or others on behalf of the parties containing or reflecting such information. Confidential Information does not include information that: (i) was lawfully made available to or known by third persons on a non-confidential basis prior to disclosure by a disclosing party; (ii) is or becomes publicly known through no wrongful act of the receiving party; or (iii) is received by a party from a third party other than in a known breach of confidence.
- (b) Each Party acknowledges that that Confidential Information is valuable property of the other party and it may disclose Confidential Information to the other in the performance of this Agreement, but neither has the interest in or right to use such Confidential Information of the other except in accordance with the terms of this Agreement. The Party receiving the Confidential Information shall, during the full term of this Agreement, and for a period of two (2) years after termination of this Agreement, and shall cause its employees and other representatives to: (i) maintain it in strict confidence and take all reasonable steps to prevent its disclosure to third parties, except to the extent necessary to carry out the purposes of this Agreement, in which case these confidentiality restrictions shall be imposed upon the third parties to whom the disclosures are made, upon written consent; (ii) use at least the same degree of care as it uses in maintaining the secrecy of its own Confidential Information (but no less than a reasonable degree of care); and (iii) prevent the removal of any proprietary, confidential or copyright notices placed on the

Confidential Information. This section 5.1 is subject to the Florida Public Records Act (Ch. 119, F.S.).

- 5.2 Compliance with HIPAA; Applicable Federal and State Laws. Both Parties agree to comply with applicable Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) directives and regulations (as currently proposed and as promulgated in final form) regarding privacy of protected health information and individually identifiable health information and security standards. Both Parties also agree to comply with all applicable federal and state laws, rules and regulations. To ensure HIPAA compliance, the Parties agree to amend this Agreement as necessary to comply with all HIPAA requirements regarding Covered Entities (as defined by HIPAA) and their Business Associates (as defined by HIPAA) to limit the uses and disclosures of protected health information and to impose security inspection and reporting requirements as required by HIPAA. Each Party agrees to respond in writing to the other Party’s reasonable inquiries regarding the other party’s compliance with applicable regulations and statutes. Each Party also agrees to permit the other party to conduct on-site audits of such compliance, subject to reasonable restrictions to protect any of the party’s concerns regarding confidentiality, protection of intellectual property assets and/or disruption of the party’s business operations. Additionally, each Party represents and warrants that their use of the Service is compliant with all applicable federal, state and local laws, including without limitation HIPAA, and that it will remain so compliant for as long as it has obligations to the other Party.

## **ARTICLE VI - PROPRIETARY RIGHTS**

- 6.1 Company Rights. The Company retains all right, title and interest in and to the Services, the Website, any Confidential Information of Company, any trademarked or copyrighted material provided hereunder and all intellectual property rights therein. Except as expressly provided herein, Client shall not have or obtain any other license, right, title or interest therein. All rights not expressly granted hereunder by the Company are expressly reserved to the Company and its licensors and information and content providers.
- 6.2 Client shall take reasonable steps to protect the Company’s Services from being copied, and to protect the Company’s Services from and prevent any attempts by Client or third parties to learn, decipher, deconstruct, reverse engineer or otherwise, by any method or technique, become knowledgeable with respect to the Company’s Services or any aspects of the Company’s computer software. If Client nevertheless becomes knowledgeable concerning the confidential aspects of the Company’s Services, Client agrees that it will not use the knowledge to create an information technology product competitive with the Company’s Services.
- 6.3 Remedies for Breach. In the event of a breach of Article V or this Article VI, the Parties agree that the Company may suffer irreparable harm and the total amount of monetary damages for any injury to the Company may be impossible to calculate and would therefore be an inadequate remedy. Accordingly, the Parties agree that the Company may be entitled to temporary, preliminary and permanent injunctive relief against Client, its officers or employees, in addition to such other rights and remedies to which it may be entitled at law or in equity.

## **ARTICLE VII -REPRESENTATIONS AND WARRANTIES**

### 7.1 Company Representations and Warranties:

(a) Warranties of Authority. The Company hereby warrants and represents that:

- (i) It is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware and has full power and authority to enter into and consummate the transactions contemplated in this Agreement;
- (ii) The execution, delivery and performance of this Agreement does not violate the terms of any security agreement, license or any other contract or written instrument to which the Company is bound.

(b) Company Disclaimer. Except as expressly provided in this article or otherwise under this agreement (or any other agreement between the parties) or in any other materials or documentation provided to client or members, the company disclaims all other warranties, express or implied, arising by law or custom, including but not limited to, any warranty of merchantability, fitness for a particular purpose, and those with respect to proprietary or intellectual property rights, client representations and warranties.

### 7.2 Client Representations and Warranties.

(a) Warranties of Authority. Client hereby warrants and represents that:

- (i) It is a public entity duly organized, validly existing and in good standing under the laws of the state of Florida and has full power and authority to enter into and consummate the transactions contemplated in this Agreement; and
- (ii) The execution and performance of this Agreement does not violate the terms of any security agreement, license or any other contract or written instrument.

## **ARTICLE VIII TERMINATION**

8.1 Term. This Agreement shall commence on the Effective Date and shall continue in full force and effect for a period of two years (2) years from the Commencement Date (“Initial Term”), unless earlier terminated as provided for below. Thereafter, this Agreement will renew for successive terms of two (2) years each (each, a “Renewal Term”). At the end of the Initial Term or any Renewal Term, either Party may terminate this Agreement without cause by providing at least three (3) months prior written notice to the other Party prior to the end of the Initial Term or Renewal Term.

8.2 Early Termination. Either Party may terminate this Agreement immediately by notice to the other Party upon the occurrence of any of the following events of default by the other Party:

- (i) Client may terminate this agreement without cause with a ninety (90) day notice.

- (ii) The other Party fails to observe, perform or fulfill any of its obligations or warranties (other than confidentiality obligations) under the Agreement and fails to cure such default within thirty (30) days after the non-defaulting Party gives written notice of such failure;
- (iii) The other Party fails to observe, perform or fulfill any confidentiality obligation imposed hereunder and fails to cure such default within ten (10) days after the non-defaulting Party gives notice of such failure;
- (iv) The other Party's business is liquidated, dissolved or suspended;
- (v) The other Party is prevented from performing any of its material obligations hereunder for more than ninety (90) days due to an event beyond its reasonable control as described in Section 10.7.

8.3 Obligations after Expiration or Termination. Upon the expiration or termination of this Agreement and except as otherwise specified herein, each Party will promptly cease using and destroy or return to the other Party all advertisements and promotional materials that bear a trademark of the other Party and all Confidential Information of such other Party. Company shall have no obligation to provide Services after the effective date of the termination of this Agreement.

8.4 Survival. Except to the extent expressly provided to the contrary, the following provisions shall survive the termination of this Agreement: Section 4.1, Section 4.2, Article V, Article VI, Article VII, and Article VIII. Any rights of the Company to payments accrued through termination at the time of such termination shall remain in effect.

## **ARTICLE IX - MISCELLANEOUS PROVISIONS**

9.1 Limitations on Use of Services. This Agreement covers Services by Client's Members. Client's employees may access Services to address Member questions and perform customer service for Members. This Agreement does not provide access to Client's employees for use of Services, the pricing tool or Company information by or on behalf of any individual who is not a Member.

9.2 Independent Contractor. It is expressly agreed that the Company and Client are acting under this Agreement as independent contractors, and the relationship established under this Agreement shall not be construed as a partnership, joint venture or other form of joint enterprise. Neither Party is authorized to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, except as may be expressly provided for in this Agreement.

9.3 Headings. The headings of the paragraphs of this Agreement are for convenience only and shall not be a part of or affect the meaning or interpretation of this Agreement.

9.4 Party/Parties. Company and Client collectively may be referred to as Parties to this Agreement or individually as a Party to this Agreement.

- 9.5 Exhibits. This Agreement incorporates the attached Exhibits and any subsequent Exhibits or schedules referencing this Agreement.
- 9.6 Assignment. Either Party may assign or otherwise transfer its rights, obligations and/or duties under this Agreement to a successor to all or substantially all of its assets by providing written notice to the other Party. Any prohibited assignment is void. The assigning party shall provide notice to the other party of any assignment as soon as practical and in no event later than 10 days after such assignment.
- 9.7 Force Majeure. Neither Party shall be responsible or considered in breach of this Agreement for any delay or failure in the performance of any obligation of this Agreement to the extent that such failure or delay is caused by acts of God, fires, explosions, labor disputes, accidents, civil disturbances, material shortages or other similar causes beyond its reasonable control, even if such delay or failure is foreseeable; provided, however, that the non-performing Party provides notice of such cause preventing or delaying performance and resumes its performance as soon as practicable and provided further that the other Party may terminate this Agreement upon notice if such non-performance continues for a period of 30 days.
- 9.8 Governing Law; Statute of Limitations. THIS AGREEMENT, AND ALL OTHER ASPECTS OF THE BUSINESS RELATIONSHIP BETWEEN THE PARTIES, IS CONSTRUED, INTERPRETED AND ENFORCED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA WITHOUT REGARD TO CHOICE OF LAW PROVISIONS. COMPANY AGREES, WITH RESPECT TO ANY LITIGATION ARISING DIRECTLY OR INDIRECTLY OUT OF, OR THAT IN ANY WAY RELATES TO, THIS AGREEMENT, THE BUSINESS RELATIONSHIP OR ANY OTHER TRANSACTION, MATTER OR ISSUE BETWEEN THE PARTIES, TO COMMENCE IT EXCLUSIVELY IN THE STATE OF FLORIDA COURTS OF PINELLAS COUNTY, FLORIDA OR THE UNITED STATES DISTRICT COURT AT TAMPA, FLORIDA, AND CLIENT BY THIS AGREEMENT CONSENTS TO THE JURISDICTION OF THESE COURTS.
- 9.9 Notices. All notices, requests, demands and other communications (collectively, "Notices") required or permitted by this Agreement shall be in writing and shall be delivered by hand, facsimile, email or like method of transmission or mailed by registered or certified mail, return receipt requested, first class postage prepaid, addressed as follows:

If to Client:  
Pinellas County Schools  
Risk Management Department  
301 4<sup>th</sup> ST SW  
Largo, FL 33770

If to the Company:

Jeffrey J. Rice, MD, JD  
Chief Executive Officer  
CareOperative, LLC  
330 Franklin Road, Ste. 135-A-428  
Brentwood, TN 37027

FAX: 888-614-1218  
EMAIL: jrice@healthcarebluebook.com

If delivered by hand, facsimile, email or like method of transmission, the date on which a Notice is actually delivered shall be deemed the date of receipt and if delivered by mail, the date on which a Notice is actually received shall be deemed the date of receipt. Either Party may change the address or designated person for receiving Notices by providing notice in accordance with this Section 10.9.

- 9.10 Severability. If any term of this Agreement is held as invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforced to the fullest extent permitted by law.
- 9.11 Entire Agreement/Amendments. This Agreement, including all exhibits attached hereto, contains the entire agreement between the parties and supersedes all prior and contemporaneous proposals, discussions and writings by and between the parties and relating to the subject matter hereof.

IN WITNESS WHEREOF, the Company and Client, intending to be legally bound by the terms of this Agreement, have caused this Agreement to be executed by their duly authorized representatives.

CareOperative, LLC

By: 

Name: Jeffrey J. Rice, MD, JD

Title: Chief Executive Officer

Client: Pinellas County Schools

By: \_\_\_\_\_  
Peggy O'Shea, Chairperson

Attest: \_\_\_\_\_  
Michael A. Grego, Ed. D., Superintendent

Approved as to form:

  
David Koperski, School Board Attorney

## EXHIBIT A -DESCRIPTION OF SERVICES

### Healthcare Bluebook Deliverables

Healthcare Bluebook is a web-based service with PriceFinder phone support that enables users to research specific healthcare procedures to determine the Fair Price parameter for such procedure in an area and identify fair price and/or high quality providers that perform the procedure. Specific Healthcare Bluebook components include:

- ▶ **Price comparisons:** Healthcare Bluebook's Fair Price analysis shows Members what they should expect to pay for specific procedures in their market. The core of our price transparency approach is the high volume, high-price-variability procedures, such as MRIs or knee arthroscopies, which we refer to as ShopSmart™ procedures. For these procedures, we present comprehensive information on price ranges, the Fair Price and a list of providers ranked by their price level.
- ▶ **Provider rating:** Healthcare Bluebook lists providers by their price rating (Green at or below the Fair Price, Yellow for slightly higher price, Red for moderately higher price), which allows employees to identify high-value providers.
- ▶ **Inpatient Quality Ratings:** Bluebook delivers fully risk-adjusted and volume-adjusted quality metrics for inpatient procedures based on specific clinical categories. Our approach to inpatient quality ranks virtually every hospital in the country relative to each other based on a multi-dimensional score derived from a combination of mortality, complications, patient safety events and core processes.
- ▶ **Facility information:** Members can drill down into the details for each facility listed, including address, phone number, price rating and map.
- ▶ **Physician information:** Physician information, including practice details and Healthgrades (or similar services) quality ratings are provided to help Members learn more about the physicians listed.
- ▶ **Site Hosting-Two access options are available:**
  - **Single Sign On-** Healthcare Bluebook can host the site and provide access to users via single-sign-on from the employer's portal or via a 3<sup>rd</sup> party portal.
  - **Web Hosting-**Healthcare Bluebook will host the site and support Employee log on via an eligibility file sent by the TPA or Employer. Employees will have the ability to log in with a unique username and password, typically consisting of the Employee's last name and last 4 of their social security number.
- ▶ **Mobile access:** Members can access Healthcare Bluebook from either an iPhone or Android app or from any smart phone on a mobile optimized site.
- ▶ **Communications:** A comprehensive set of communications materials can be provided for customization by the Client. In addition, a strategic communications planning session can be conducted to review best practices and design a communications plan that can increase awareness and utilization among Members.
- ▶ **Reporting:** Quarterly utilization reports can be provided to report on utilization of the Healthcare Bluebook website. Company will provide ad hoc reporting at client's

reasonable request. If Client proceeds with Rewards program reporting will be provided at company's standard.

- ▶ **Go Green to Get Green Rewards program:** An integrated rewards program encourages consumerism by rewarding Members for choosing Fair Price providers even after they've reached the deductible limit or out of pocket maximum. Healthcare Bluebook will recommend a select number of procedures along with initial incentive amounts. Rewards can be paid out as cash rewards or structured as contributions to the Member's HSA or earned points in an existing wellness program. Regularly scheduled claims and eligibility file feeds are needed to administer the program. Healthcare Bluebook will provide a rewards report to the Client detailing the rewards amounts paid to Client's Members. Client is responsible for (i) payment of the Rewards as set forth in Exhibit B, (ii) any applicable taxes, and (iii) compliance with any applicable escheat laws.
- ▶ **Economic Opportunity Analysis:** Healthcare Bluebook can intake and load up to two prior years of claims data for all self-funded or fully-insured programs and analyze this data for procedures, services and episodes with high in-network cost variability. This analysis will identify and quantify the high value opportunities, by major geography or Members clusters, where significant savings can be created by migrating patients from high cost to moderate cost providers.
- ▶ **Price Finder Phone Support:** Members can request Healthcare Bluebook's Price Finder team determine a Fair Price for ShopSmart procedures in their market as well as locating a provider who accepts the Fair Price.
  - ▶ Members may reach Bluebook PriceFinder™ support staff from 9 a.m. – 6 p.m. Eastern Time, Monday through Friday (or leave a message) excluding holidays.
  - ▶ Bluebook will respond to the Members within 24 – 72 business hours with a PriceFinder™ report identifying high-value provider options.

## **EXHIBIT B -SERVICE FEES**

### **Set up and Implementation Fee:**

**1. Implementation fee:**

- \$27,500 will be waived upon execution of this Agreement.

**2. Ongoing Fees:**

- Bluebook Fees of \$1.25 per Subscriber per month (PSPM).
- Rewards will be billed monthly to Client prior to the issuance of rewards checks.

**3. Terms:**

- Client will provide all data to Company in the format designated by Company to Client.
- Other IT Programming: Customized programming, if requested, will be priced separately and will be mutually agreed to in writing and in advance.

**4. Exclusions:**

- Client is responsible for delivering the claims data to Company, including any third party fees associated with such data.
- Other data, including but not limited to eligibility data and non-standard quality data, including any third party fees associated with such data. This includes all fees charged by the Client's health plans, if any.
- Communications and production- Client to pay for any production, fulfillment or mailing costs related to communications program.

# Pinellas County Schools ROI Model

## Global Assumptions and Savings Opportunity

Est. Total Medical Spend	\$64,273,671
Number of Covered Employees	11,000
% of Medical Spend on ShopSmart Procedures	24%
Total Addressable Costs (ShopSmart Services)	\$15,174,291
Est. Total Potential Savings	\$4,812,930
Potential Savings as % of Total Medical Spend	8%
PEPM Rate	\$1.25

## Estimated Savings

(Savings capture is driven by communication, benefit design, incentives, and integration.)

Potential Savings as % of Total Medical Spend	0.5%	1.0%	1.5%	2.0%	2.5%	3.0%
Potential Savings Amount	\$321,368	\$642,737	\$964,105	\$1,285,473	\$1,606,842	\$1,928,210
ROI (Savings/Costs) with Rewards	1.10	2.17	3.22	4.24	5.23	6.20

## Estimated Costs

### Reoccurring Costs

	Monthly	Annually
HCBB Fees	\$ 13,750	\$ 165,000
Rewards Cost (Estimate)	\$ 5,541	\$ 66,495
Total Reoccurring Costs	\$ 19,291	\$ 231,495

### Non-Reoccurring Costs

Implementation Fee (First Year Only)	\$	<u>Waived</u>
Total Year 1 Costs	\$	<u>231,495</u>