

EXHIBIT "B"

to the

ADMINISTRATIVE SERVICES AGREEMENT

between

BLUE CROSS AND BLUE SHIELD OF FLORIDA, INC. D/B/A FLORIDA BLUE

and

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA

FINANCIAL ARRANGEMENTS

I. Effective Date

The effective date of this Exhibit is January 1, 2018.

II. Monthly Payments.

A. Each month, Florida Blue will notify the Employer of the amount due to satisfy the previous month's paid claims liability. Florida Blue also will provide the Employer with a detailed printout of the previous month's claims payments. The Employer agrees to pay the full amount of the bill within ten (10) days of the written notification. If the payment is not received by Florida Blue by the payment due date, the payment will be considered past due and subject to a late payment charge, as set forth below. Additionally, Florida Blue will immediately suspend claims until payment is received by Florida Blue.

B. The Employer agrees to pay to Florida Blue, each month during and after the term of this Agreement, an administrative fee, as set forth below. The Employer agrees to pay to Florida Blue, each month, the administrative fee within thirty (30) days of the written notification of the amount due. If payment is not received by Florida Blue by the due date, the payment will be considered past due and subject to a late payment charge, as set forth below. Additionally, Florida Blue will immediately suspend claims until payment is received by Florida Blue.

III. Funding Information

A. Method of Funding Transfer: ACH

B. ASA Fee Payment Method: Monthly Invoice

IV. Administrative Fees:

- A. Administrative fees during the term of the Agreement and first two annual renewal terms, if applicable:

\$36.44 per employee per month from January 1, 2018 through December 31, 2018. This fee includes a \$1.00 Claims Fiduciary fee. Also this fee will be reduced by \$0.50 per employee per month if Stop Loss is renewed through Florida Blue. If Stop Loss coverage is not renewed through Florida Blue, this credit will be forfeited There will be an increase to the ASO fee listed above in the amount of \$0.90 per employee per month if the group selects to implement Teladoc on August 1, 2018.

\$38.25 per employee per month from January 1, 2019 through December 31, 2019. This fee includes a \$1.00 Claims Fiduciary fee. Also this fee will be reduced by \$0.50 per employee per month if Stop Loss is renewed through Florida Blue. If Stop Loss coverage is not renewed through Florida Blue, this credit will be forfeited There will be an increase to the ASO fee listed above in the amount of \$0.90 per employee per month if the group selects to implement Teladoc on August 1, 2018.

\$40.17 per employee per month from January 1, 2020 through December 31, 2020. This fee includes a \$1.00 Claims Fiduciary fee. Also this fee will be reduced by \$0.50 per employee per month if Stop Loss is renewed through Florida Blue. If Stop Loss coverage is not renewed through Florida Blue, this credit will be forfeited There will be an increase to the ASO fee listed above in the amount of \$0.90 per employee per month if the group selects to implement Teladoc on August 1, 2018.

The above fees include the following:

- Medical
- Stop Loss and Stop Loss Reporting
- Pharmacy administration
- On Site Representative
- Medical COBRA
- Better You From Blue
- Retiree Billing

- B. Florida Blue will pay Employer an annual wellness contribution of \$120,000 starting in January 2018 and continuing for each calendar year this Agreement is in effect. Such contribution shall be due on or before January 31 of each year and shall be utilized by Employer for any wellness related initiatives or activities.

- C. Administrative fees after the termination of the Agreement: Florida Blue shall continue to process and adjudicate run-off claims in accordance with

the terms of this Agreement and perform any related necessary claim services (including medical review) and adjustments, customer service activities, audit and support services, banking activities, and any other mutually agreed upon activities through the end of 12 months following the effective date of the termination of the Agreement. The fee for these services shall not exceed 15% of claims paid.

- D. Employer will pay Florida Blue an early termination fee of \$250,000 if Employer cancels the Agreement prior to December 31, 2018. The early termination fee will not be assessed if Employer terminates the Agreement on account of (1) Florida Blue's breach of the Agreement, or (2) Pursuant to Paragraph 4.3 of the Agreement or (3) Because of a fee increase pursuant to Section VI (B) below.

- E. Access fees of up to 2.40% of Network Savings for PPO provider claims and 4.51% 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 III, subsection 3.9 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 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 on 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 Florida Blue and covered individuals under Employer's Plan for claims submitted to, and paid by Florida Blue 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.

V. Late Payment Penalty

- A. A daily charge of .00038 times the amount of overdue payment.

VI. Expected Enrollment

- A. The administrative fees referenced above are based on an expected member enrollment of: 5,250. Member enrollment does not include covered lives.
- B. If the actual enrollment changes by twenty percent (20%) from this expected enrollment, Florida Blue reserves the right to adjust the administrative fees as set forth in the Agreement. Administrative fees will be charged based on actual enrollment. In the event Florida Blue increases its administrative fees pursuant to this paragraph, it shall give Employer 90 days' notice before the new fees will take effect. Employer shall have the right, within the 90 day notice period, to terminate the Agreement without paying an early termination fee.

VII. Telemedicine Services

Telemedicine Services include access to licensed physicians associated with Teladoc's Physician Network, Teladoc Physicians, PA. ("Teladoc"). Teladoc can also accommodate physician services within specialized group healthcare networks. The program details are further outlined in the Appendix 1 attached hereto.

- a. The primary care physicians are selected by Teladoc to provide patient and physician interaction, whereby the physician diagnoses the patient's ailment, recommends an appropriate therapy, and if necessary writes a prescription. Teladoc sends prescriptions electronically through Superscripts (if available). Follow up with the patient and/or pharmacy is available on behalf of the physician for three days if required. Teladoc does not prescribe DEA controlled substances, lifestyle drugs, pain medications, or psychotropic drugs. Florida Blue members who speak with physicians using the Teladoc platform will have access to immediate and scheduled consultations 24/7/365. The member cost share will be based on current group plan benefits. The Teladoc Telemedicine Services are designed to provide physician access in the states where Florida Blue members live and travel. Each physician within Teladoc's Physician Network shall be licensed to practice medicine in the state where the patient appointment is initiated. The Teladoc Physicians Network consists of internal medicine, family practice, emergency medicine, and pediatric physicians. All physicians are U.S. trained, NPDB and AMA verified, as well as credentialed and verified by NCQA. Physicians are also subject to Teladoc's Quality Audit process, which continually reviews physician

clinical practice guidelines. Ten (10) percent of all consults are audited to ensure prescribing guidelines and clinical protocols are met.

Except as otherwise may be established in a vendor agreement between Teladoc, the Telemedicine Provider, and Florida Blue, a physician consult fee of \$40.00 per consultation for 2018, \$42.00 per consultation for 2019 shall apply. The members' e-visit cost share will be determined by the current plan benefits, and shall be payable if necessary by the member at the time of the on-line or telephonic visit. Payment may be made by credit card or debit card; and, subject to the exceptions and adjustments described in the above paragraph.