

## Contract Summary Form

OC Expediter Requisition #: 1808914

WebMD Health Services Group, Inc.

### SUMMARY OF SIGNIFICANT CHANGES

1. Contract Term – extended from April 30, 2027, to and including April 30, 2030.
2. Insurance Provisions – Board previously approved non-standard Insurance language in the original contract which Risk Management had approved but requested Professional Liability Insurance and Network Security & Privacy Liability be increased. Contractor agreed to \$3,000,000. This Amendment does not change the previously approved Insurance language.

### SUBCONTRACTORS

This contract includes the following subcontractors or pass through to other providers.

Company Name	Service(s)
Quest (Biometric Screenings)	Screening staff from Quest locations across the U.S., to provide worksite biometric screenings and process blood work. Quest uses trained individuals such as RNs, LPNs, phlebotomists, and technicians. Staff may also include registered dietitians, exercise physiologists, EMT's, etc. Our vendors are certified, licenses, CLIA waived, and OSHA compliant.
TotalWellness	WebMD will use TotalWellness for the physician form option. Batch data export and data integration files are needed. We will link to the form and/or TotalWellness landing page from a service card on our platform.
Agile Health Inc. (digital-text based coaching)	WebMD partners with Agile Health Inc. to integrate their digital text-based coaching programs into the WebMD ONE Platform.
Beyond Well Solutions (mental health podcasts)	WebMD partners with Beyond Well Solutions to integrate Beyond Well's standard mental health podcast library into the WebMD ONE Portal which is available to all the County's employees at no additional cost.
Beyond Well Solutions (enhanced mental health offering)	WebMD partners with Beyond Well Solutions to integrate an enhanced package to include customizations of Beyond Well Solution's standard mental health podcasts, as well as special manager mental-health training podcasts

iGrad, Inc. (Financial Wellness)	WebMD partners with iGrad, Inc. to integrate a financial well-being program, known as Enrich, for WebMD participants.
CDS Global, Inc. (paper HRA)	Data entry for paper Health Assessments and assistance for end users, including password resetting via a call center.
O’Neil Data Systems (paper HRA)	Produces materials sent directly to end users, such a paper Health Assessments.
New Life Solution, Inc. d/b/a meQuilibrium (Stress & Resilience)	WebMD partners with meQuilibrium to integrate an online solution to help individuals increase their resilience capacity and emotional wellbeing while improving their job performance.
Whapps, LLC d/b/a Online Rewards (rewards fulfillment)	WebMD partners with Online Rewards to integrate an online solution to deliver prepaid debit cards, gift cards and merchandise to qualified participants of WebMD incentive programs.
Voiance Language Services, LLC (translation services)	WebMD partners with Voiance to provide on-call translation services on select phone calls with participants.
GlaxoSmithKline plc (NRT supplies)	WebMD partners with GSK to provide fulfillment of the NRT component of our Tobacco Cessation Specialty Coaching Program. This includes patches, gum and throat lozenges.
Validic (data aggregator)	WebMD’s data aggregation partner who provides digital health activity data across a wide spectrum of mobile health devices and applications.
Health Enhancement Systems (wellness campaigns)	WebMD partners with Health Enhancement Systems to provide online wellness campaign services.

## CONTRACT OPERATING EXPENSES

### CORE SERVICES

Services		Fee	Notes
WebMD ONE Portal	Per Employee Per Month (PEPM)	\$0.85	Online Health Assessment, incentive tracking, online health coaching.  Contractor will invoice the County based on the number of eligible employees reported on the Eligibility File each month.
Non-Smoking Attestations	Per Form	\$10.00 – Telephonic Attestations only	<ul style="list-style-type: none"> <li>Self-Reported Attestations are included in web portal PEPM</li> <li>Telephonic Attestations are \$10.00 per call</li> <li>Contractor will invoice the county, monthly in arrears, for the number of calls received.</li> </ul>
Data Feeds to/from Benefits Center			<ul style="list-style-type: none"> <li>Contractor will provide two (2) additional data feeds (single sign-on, data import file, or batch data export file) during the Term of the Agreement at no additional cost.</li> <li>Any additional feeds will be billed at a one-time fee of \$3,750 per file implemented.</li> </ul>

Attachment B – Contract Summary Form

			<ul style="list-style-type: none"> <li>Contractor typically automates the data feeds (daily, weekly, monthly, etc.) therefore there is no additional per file cost regardless of the frequency of the file and the number of times the data is imported into or exported out of the WebMD ONE Portal.</li> </ul>
Onsite Wellness Program Manager (1 FTE)	Annual Salary & Benefits	\$147,500	<ul style="list-style-type: none"> <li>Contractor will invoice the County 1/12<sup>th</sup> of the Annual Salary each month.</li> </ul>
Onsite Clinical Wellness Program Manager (1 FTE)	Annual Salary & Benefits	\$147,500	<ul style="list-style-type: none"> <li>Full-time Dedicated Well-being Staff ,Onsite Clinical Wellness Program Coordinator, or Certified Diabetes Educator.</li> </ul>
Onsite Wellness Program Coordinator (1 FTE)	Annual Salary & Benefits	\$137,500	<ul style="list-style-type: none"> <li>Contractor will invoice the County 1/12<sup>th</sup> of the Annual Salary each month.</li> </ul>

**COMMUNICATION SERVICES**

Services		Fee	Notes
Development of Communication Materials	Per Employee Per Year (PEPY)	\$6.00	<ul style="list-style-type: none"> <li>The PEPY rate will provide for the creation of the content and the development of the strategy for the Annual Communications Plan for County of Orange Health Management Program. This will consist of brand creation/identity, content strategy, creation and delivery of home mailers, emails, onsite promotional signage, support Onsite Wellness Program Manager in addition to Contractor monitoring and evaluating the yearly strategy to ensure year-round engagement.</li> <li>This PEPY rate includes 650 hours of a communication strategist's time to develop the following communication materials, which shall include but not be limited to: <ul style="list-style-type: none"> <li>Branding strategy, development &amp; design</li> <li>1 print brochure</li> <li>6 print postcards</li> <li>6 emails</li> <li>15 electronic targeted messages</li> </ul> </li> <li>Wellness Champion material are included</li> <li>The cost to provide the Home mailer includes printing costs.</li> </ul>

Attachment B – Contract Summary Form

			<ul style="list-style-type: none"> <li>• Postage fees are additional and will be invoiced at actual cost.</li> <li>• Contractor will accommodate adjustments to the communication materials within the same budget.</li> <li>• Contractor will invoice the County 1/12<sup>th</sup> of the PEPY multiplied by the actual eligibility count each month.</li> </ul>
Wellness Newsletter - Printed	Per Newsletter	\$0.56	<ul style="list-style-type: none"> <li>• This is the estimated per newsletter price for Employee Newsletters and Retiree Newsletters.</li> <li>• Final cost is dependent upon the number of newsletters printed.</li> <li>• Printing is included.</li> <li>• Postage fees are additional and will be invoiced at actual cost.</li> <li>• Contractor will provide the County with a Contractor work order which will detail the estimated number of newsletters and approximate postage fee.</li> </ul>
Wellness Newsletter – in PDF Format	Per Newsletter	\$4,000	<ul style="list-style-type: none"> <li>• Contractor will provide the printed version of the Quarterly Wellness Newsletter in a PDF file format.</li> <li>• Contractor will invoice the County upon delivery of the PDF File.</li> </ul>
Postage for Paper Communications	Per Communication	USPS rates	
Other	Per Hour	\$175	<ul style="list-style-type: none"> <li>• In the event the County requires additional custom communication hours in excess of 650 hours per year, the project will be scoped to determine the number of hours required and will be invoiced at the rate of \$175 per hour.</li> </ul>

**HEALTH COACHING SERVICES**

Services		Fee	Notes
Telephonic Health Coaching	Flat Fee Per Participant Per Year (PPPY)	\$185 – High  \$175 – Moderate  \$125 - Low	Contractor’s Lifestyle Health Coaching Program for High Risk, Moderate Risk, or Low Risk individuals is priced on a Per Engaged Participant Per Year pricing methodology.  Contractor will invoice the County for the number of new Participants each month.
Text Health Coaching	Flat Fee PPPY	\$185– High	Contractor’s coaching services includes WebMD Coach Connect. This is an online secure messaging platform whereby an individual can

Attachment B – Contract Summary Form

		<p>\$175 – Moderate</p> <p>\$125 - Low</p>	<p>connect with a WebMD Health Coach. An individual can become engaged through Coach Connect and if they do the price will be \$185 Per Engaged Participant Per Year. Once an individual becomes a Participant, they can switch modalities (telephonic or SMS secure messaging) as they like during the length of their engagement. The County is only invoiced once regardless of the modalities the individuals use to connect with a WebMD Health Coach.</p> <p>Contractor will invoice the County for the number of new Participants each month.</p>
WebMD Coaching U Live – Group Coaching Sessions	Monthly	No cost	<ul style="list-style-type: none"> <li>• The Monthly Fee includes up to 200 group coaching session attendees per year.</li> <li>• Any incremental attendees in excess of 200 per year will be billed at the rate of \$20.00 per attendee.</li> <li>• Contractor’s Group Coaching Sessions assumptions: <ul style="list-style-type: none"> <li>○ Contractor will offer at least 588 group coaching session attendee seats per month across over 40 Discussion or Participation sessions per month.</li> </ul> </li> <li>• Contractor will invoice the County the Monthly Fee each month and any incremental attendees at the per attendee rate, if applicable.</li> </ul>
WebMD Coaching U Live Webinars	Per Webinar	Included with onsite resource	Contractor’s standard library of webinars is available for delivery through the dedicated Onsite Wellness Program Manager.
Quit by WebMD (Tobacco Cessation Coaching) Program w/ NRT	Flat Fee PPPY	\$400	<p>Contractor’s Quit by WebMD Program is a standalone 12-week intensive specialty program with up to 5 outbound sessions with Contractor’s Tobacco Treatment Specialty Coach and unlimited number of inbound sessions. NRT is included (patches, gum or lozenges) for 2 shipments which contain 4 weeks of supplies delivered to the Participants home.</p> <p>Contractor will invoice the County for the number of new Participants each month.</p>
Weight Management Coaching – Positively Me	Flat Fee PPPY	\$295	<p>Contractor’s optional 12-month specialty weight management coaching program, Positively Me, is invoiced on a Per Engaged Participant Per Year basis.</p> <p>Contractor will invoice the County for the number of new Participants each month.</p>

**BIOMETRIC SCREENING SERVICES**

## Invoicing for Biometric Screening Services

1. Contractor will invoice the County for the Services per the terms, conditions listed herein, after the Services have taken place. Please note that depending on the timing and/or type of Service, such as Lab Vouchers, the County may receive multiple invoices at various intervals during the contract year as the Biometric Screening vendor receives and processes the relevant data.
2. Contractor will invoice the County for Quest Activate Home Kits, monthly in arrears, for the number of kits that were requested and processed. There is a minimum of thirty (30) Quest Activate Home Kits requested per Program Year beginning January 1, 2022. At the end of each Program Year if the number of Quest Activate Home Kits ordered is less than thirty (30) Contractor will invoice for the difference between the minimum number required and the actual number of Quest Activate Home Kits requested. For purpose of clarity this minimum per Program Year is only applicable if the County requests Quest Activate Home Kits to be sent to End Users. Quest Activate Home Kits are not available to Participants living in the State of New York.

<b>Services</b>		<b>Fee</b>	<b>Notes</b>
Onsite Biometric Screening – Fasting	Per Screen	\$50	Includes onsite coordination
Onsite Biometric Screening – Non-Fasting	Per Screen	\$50	Includes onsite coordination
After-hours Onsite Biometric Screening Fees	Per Event	\$250	Weekend and Holiday scheduled onsite events. Please note: there will be no additional per hour per staff fees for onsite events held Monday through Friday regardless of the hours for the event.
Fee if event minimum is not met	Per Event		There is a minimum order of 30 screenings per onsite event. The County will be invoiced for the number of actual participants screened at each onsite event, or for 90% of the number of screenings ordered for the onsite event, whichever is greater; provided, however, that in no instance shall the County be invoiced for less than 30 screenings.
Lab Voucher & Processing	Per Voucher	\$50	
Physician Form	Per Form	\$12	
Quest Activate Home Kit – option 1	Per Mailed	\$20	Option 1 Home Collection Kit does not include the blood pressure cuff

## Attachment B – Contract Summary Form

Quest Activate Home Kit – option 2	Per Mailed	\$40	Option 2 Home Collection Kit includes the blood pressure cuff which the participant will keep.
Quest Activate Home Kit – Returned/Processed	Per Test Kit	\$35	
Privacy Screens	Per Screen	\$25	Privacy Screens will incur a \$25.00 fee per screen up to a maximum of 10 screens for a total of \$250 per event.
Onsite Event Less than 4-hour minimum	Per hour / per staff	\$125	Any onsite event scheduled for less than 4 hours the County will be invoiced for the number of hours needed to make up the 4 hours.
Additional Staffing	Per hour / per staff	\$95	Any onsite event that requires a staff member to work extra hours will be invoiced \$95 per hour per staff member. If the County requests additional staff that is in excess of the standard staffing model the County will be invoiced \$95 per hour per staff member.
Registration Clerk	Per hour / per staff	\$70	The County will have 1 Registration Clerk for any onsite event with 50 or more screenings. For any event with fewer than 50 screenings a fee of \$70 per hour per clerk will be invoiced if the County requests a Registration Clerk.
Increase in the estimated number of participants	Expediting fee per staff / per box of supplies	\$150	If there is an increase in the estimated number of participants less than 10 business days from the event date the expediting fee will be \$150.00 per additional staff member and an expediting fee of \$150.00 per box of supplies shipped.
Short Lead Time	Per Event	\$425	If the County requests an event date with less than six-week lead time and WebMD and Quest can accommodate the date the County will be invoiced for \$425.00 per Event.
Minor Event Change	Per Event	\$200	If there is a requested change to an event 10 business days or less prior to the event date a fee of \$200 per event will be invoiced for a minor change such as: an address change less than 20 miles of the original event location; a start or end time change up to 2 hours of the original event time, or a change in services ordered that will not impact the number of staff.
Major Event Change	Per Event	\$300	If there is a requested change to an event 10 business days or less prior to the event date a fee of \$300.00 per event will be invoiced for a major change such as: an address change more than 20 miles of the original event location; a

Attachment B – Contract Summary Form

			start or end time change greater than 2 hours of the original event time, or a change in services ordered that will impact the number of staff.
Event Cancellation			If the County cancels/postpones an onsite event 10 business days or less prior to the scheduled onsite event for reasons not related to Quest's performance the fee will equal fifty percent (50%) of the estimated event fees. Estimated event fees will be based upon the number of screenings order multiplied by the per participant fee and any travel fees that have been already incurred.
Travel Fees			Non-standard travel for events located outside a 60 mile radius of a Metropolitan statistical area, mileage fees will be billed based on the current IRS mileage guidelines. For required hotel stays the per diem rate will be \$125.00 per night and \$40.00 meal expense.

**OPTIONAL SERVICES**

Services		Fee	Notes
Single Sign-On (SSO)	Per SSO	\$3,750	<ul style="list-style-type: none"> <li>Contractor will provide two (2) additional data feeds (eligibility file, single sign-on, data import file, or batch data export file) during the Term of the Agreement at no additional cost.</li> <li>Any additional feeds after those noted here will be billed a one-time fee of \$3,750 per file implemented.</li> <li>Contractor typically automates the data feeds (daily, weekly, monthly, etc.) therefore there is no additional per file cost regardless of the frequency of the file and the number of times the data is imported into or exported out of the WebMD ONE Portal.</li> <li>Contractor will invoice the County upon implementation of any Single Sign-On in excess of the number Contractor included in the PEPM Fee.</li> </ul>
Data Feeds from third-party vendors	Per Feed	\$3,750	<ul style="list-style-type: none"> <li>Contractor will provide two (2) additional data feeds (eligibility file, single sign-on, data import file, or batch data export file) during the Term of the Agreement at no additional cost.</li> </ul>

Attachment B – Contract Summary Form

			<ul style="list-style-type: none"> <li>Any additional feeds after those noted here will be billed a one-time fee of \$3,750 per file implemented.</li> <li>Contractor typically automates the data feeds (daily, weekly, monthly, etc.) therefore there is no additional per file cost regardless of the frequency of the file and the number of times the data is imported into or exported out of the WebMD ONE Portal.</li> <li>Contractor will invoice the County upon implementation of any data files in excess of the number Contractor included in the PEPM Fee.</li> </ul>
Other – Custom Data Files	Hours	\$175	Any custom built data feeds will be mutually scoped to determine the number of hours required for each project.
WebMD Rewards Fulfillment by Online Rewards	Per Card Redeemed	\$3.50	<p>Contractor partners with Online Reward to provide our customers with a catalog of Reward Fulfillment options such as prepaid debit cards, gift cards, charity and merchandise. Customer and Contractor will enter into scoping discussions to determine what options would be included in Customer's catalog.</p> <p>When the County elects to implement these Services, Contractor will provide the County with a work order which shall detail all the Services the County will implement in its catalog, how the funding of the face value of the cards / merchandise will be invoiced, as well as the per card fees.</p>
Optional Service – Beyond Well Mental Health Podcasts – Enhanced Package	Annual	\$20,000	<p>Contractor partners with Beyond Well to provide an enhanced package of Mental Health Podcasts to promote programs/resources and to support managers. This enhanced package includes, but shall not be limited to, customizations to the existing library of podcasts, one custom podcast per year, and manager mental health training podcasts.</p> <p>Contractor will invoice the County upon implementation of this Service.</p>
Enrich Financial Wellness Platform	PEPM	\$0.1750	Contractor partners with iGrad to provide an integrated financial well-being solution known as Enrich. The solution is made up of education-based modules that take a skill

Attachment B – Contract Summary Form

			<p>building approach to influence behavior change.</p> <p>Contractor requires a 12-month commitment for Enrich Financial Wellness platform commencing on the Launch Date.</p> <p>Contractor will invoice the County based on the number of eligible participants reported on the Eligibility File each month.</p>
meQuilibrium Stress and Resilience Platform	PEPM	\$0.5250	<p>Contractor partners with meQuilibrium to provide a solution which offers evidence-based digital coaching that measures and helps individuals increase their resilience and emotional well-being.</p> <p>Contractor requires a 12-month commitment for meQuilibrium Stress and Resilience platform commencing on the Launch Date.</p> <p>Contractor will invoice the County based on the number of eligible participants reported on the Eligibility File each month.</p>
HES Campaigns / Challenges	Flat Fee per HES Campaign	\$32,500	<ul style="list-style-type: none"> <li>• The \$32,500 flat fee per campaign will apply to any available HES Campaign. The pricing is applicable to the County’s entire population of eligible participants.</li> <li>• Contractor will invoice the County on the launch date of each HES Campaign.</li> </ul>
Other – Per Diem Certified Diabetes Educator	Per Diem Salary, Benefits and Travel Expenses	\$3,000	<ul style="list-style-type: none"> <li>• Contractor has available Certified Diabetes Educators on a Per Diem basis (8-hour day). The Per Diem fee includes the cost of travel to the County’s location.</li> <li>• Contractor shall invoice the County monthly, in arrears, based upon the number of days the Certified Diabetes Educator was onsite or remote.</li> </ul>
Other – Custom Development / Ad-Hoc Reporting / Additional Analytics	Per Hour	\$175	<ul style="list-style-type: none"> <li>• Each project will be mutually scoped to determine the number of hours required.</li> </ul>
Mental Health Coaching	Flat Fee Per Participant Per Year (PPPY)	\$375	<ul style="list-style-type: none"> <li>• Contractor’s Mental Health &amp; Stress Coaching provides up to 12 months of one-on-one coaching services which utilizes health coaches with training, certifications and experience in mental and emotional health including but not limited to the following: Licensed Mental Health</li> </ul>

Attachment B – Contract Summary Form

			<p>Counselor, National Certified Counselor, Board Certified Coach, Licensed Addiction Counselor, and Distance Credentialed Counselor.</p> <ul style="list-style-type: none"> <li>• Contractor’s Mental Health &amp; Stress Coaching Program is priced as follows: <ul style="list-style-type: none"> <li>▪ \$375 Per Engaged Participant Per Year.</li> </ul> </li> <li>• County will be invoiced for the number of new Participants each month.</li> </ul>
Condition Management Coaching: High Risk;	Flat Fee Per Participant Per Year (PPPY)	\$625	<ul style="list-style-type: none"> <li>• Contractor’s Condition Management Program (the “CM Program”) covers the following conditions: Diabetes, Coronary Artery Disease, Heart Failure, Chronic Obstructive Pulmonary Disease and Asthma. The CM Program offers up to 12 months of support for engaged Participants. The CM Program utilizes health coaches with training in condition management including but not limited to the following: Registered Dietitians, Certified Diabetes Educators, Registered Nurses, and Exercise Specialists. Individuals are identified via HA Data, claims based predictive modeling and/or self-referral or referral from provider or health plan.</li> <li>• Contractor’s CM Program is priced as follows: <ul style="list-style-type: none"> <li>▪ \$625 Per Engaged Participant in the High Risk Program</li> </ul> </li> <li>• County will be invoiced for the number of new Participants each month.</li> </ul>
Condition Management Coaching: Moderate Risk	Flat Fee Per Participant Per Year (PPPY)	\$625	<ul style="list-style-type: none"> <li>• Contractor’s Condition Management Program (the “CM Program”) covers the following conditions: Diabetes, Coronary Artery Disease, Heart Failure, Chronic Obstructive Pulmonary Disease and Asthma. The CM Program offers up to 12 months of support for engaged Participants. The CM Program utilizes health coaches with training in condition management including but not limited to the following: Registered Dietitians, Certified Diabetes Educators, Registered Nurses, and Exercise Specialists. Individuals are identified via HA Data, claims based predictive modeling and/or self-referral or referral from provider or health plan.</li> <li>• Contractor’s CM Program is priced as follows:</li> </ul>

Attachment B – Contract Summary Form

			<ul style="list-style-type: none"> <li>▪ \$625 Per Engaged Participant in the Moderate Risk Program</li> <li>• County will be invoiced for the number of new Participants each month.</li> </ul>
Condition Management Coaching: Low Risk Programs	Flat Fee Per Participant Per Year (PPPY)	\$325	<ul style="list-style-type: none"> <li>• Contractor’s Condition Management Program (the “CM Program”) covers the following conditions: Diabetes, Coronary Artery Disease, Heart Failure, Chronic Obstructive Pulmonary Disease and Asthma. The CM Program offers up to 12 months of support for engaged Participants. The CM Program utilizes health coaches with training in condition management including but not limited to the following: Registered Dietitians, Certified Diabetes Educators, Registered Nurses, and Exercise Specialists. Individuals are identified via HA Data, claims based predictive modeling and/or self-referral or referral from provider or health plan.</li> <li>• Contractor’s CM Program is priced as follows: <ul style="list-style-type: none"> <li>▪ \$325 Per Engaged Participant in the Low Risk Program.</li> </ul> </li> <li>• County will be invoiced for the number of new Participants each month.</li> </ul>
Mental Health First Aid (“MHFA”) Training	Flat Fee Per Class – 15 Students  Flat Fee Per Class – 30 Students	\$3,600  \$7,200	<ul style="list-style-type: none"> <li>• The MHFA Training is only offered on a per Customer basis.</li> <li>• This training course will teach an Eligible Employee (aka “Student”) how to identify, understand and respond to signs of mental health challenges and substance use disorders.</li> <li>• This training gives the Student the skills and action plan they need to reach out and provide initial help and support to someone who: (i) may be experiencing a mental health or substance use challenge; (ii) is in need of suicide support; or (iii) is in a different crisis situation.</li> <li>• COO’s employees who have completed the full training course become certified in Mental Health First Aid by a WebMD Certified Mental Health First Aid Instructor. This certification will be achieved through the National Council for Mental Well-Being.</li> <li>• Pricing is on a Per Class basis: <ul style="list-style-type: none"> <li>▪ \$3,600 class size of 15 Students includes 1 instructor.</li> </ul> </li> </ul>

Attachment B – Contract Summary Form

			<ul style="list-style-type: none"> <li>▪ \$7,200 class size of 30 Students includes 2 instructors.</li> <li>• County will be invoiced for the Class Price on the first day that the portal can be accessed by the Students.</li> </ul>
Torchlight	Per Eligible Employee Per Month	\$0.65	<ul style="list-style-type: none"> <li>• Contractor’s third-party partner Torchlight provides an employee engagement program for Caregiving for Children and Seniors.</li> <li>• The Per Employee Per Month rate of \$0.65 is based on the following price assumptions: <ul style="list-style-type: none"> <li>▪ 15,000 Minimum Number of Eligible Employees Per Month.</li> <li>▪ Spouses and Dependents included at no additional cost.</li> <li>▪ Minimum 1 year commitment from the Launch Date of the program.</li> </ul> </li> <li>• County will be invoiced for the Minimum Monthly Fee of \$9,750 per month.</li> <li>• County will be invoiced, in arrears, each calendar quarter for the number of Eligible Employees in excess of 15,000 that were reported on the monthly Eligibility File for the previous 3-month period.</li> </ul>
Togetherall	Per Eligible Employee Per Month	\$0.35	<ul style="list-style-type: none"> <li>• Contractor’s third-party partner Togetherall provides an evidence-informed, clinically moderated, online peer-to-peer community that empowers individuals to anonymously seek and provide support.</li> <li>• The Per Employee Per Month rate of \$0.35 is based on the following price assumptions: <ul style="list-style-type: none"> <li>▪ 15,001 Minimum Number of Eligible Employees per Month.</li> <li>▪ Spouses and Dependents included at no additional cost.</li> <li>▪ Minimum 1 year commitment from the Launch Date of the program.</li> </ul> </li> <li>• County will be invoiced for the Minimum Monthly Fee of \$5,250.35 per month.</li> <li>• County will be invoiced, in arrears, each calendar quarter for the number of Eligible Employees in excess of 15,001 that were reported on the monthly Eligibility File for the previous 3-month period.</li> </ul>
Wellbeats	Per Eligible Employee Per Month	\$0.72	<ul style="list-style-type: none"> <li>• Contractor’s third-party partner Wellbeats provides the Essential Bundle which includes 1,000+ fitness, nutrition, &amp; mindfulness classes.</li> </ul>

	Per Spouse or Dependent Per Month	\$0.40	<ul style="list-style-type: none"> <li>• The Per Employee Per Month rate of \$0.72 is based on the following price assumptions:                             <ul style="list-style-type: none"> <li>▪ 15,000 Minimum Number of Eligible Employees Per Month.</li> <li>▪ Minimum 1 year commitment from the Launch Date of the program.</li> </ul> </li> <li>• County will be invoiced for the Minimum Monthly Fee of \$10,800 per month.</li> <li>• County will be invoiced for the Per Spouse/Dependent Per Month rate of \$0.40 for the actual number of Spouses/Dependents reported on the Eligibility File each month.</li> <li>• County will be invoiced, in arrears, each calendar quarter for the number of Eligible Employees in excess of 15,000 that were reported on the monthly Eligibility File for the previous 3-month period.</li> </ul>
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**CREDITS/REBATES**

Discount	Amount	Notes
Annual Credit	\$50,000	<p>The County will have available to them each program year (May to May during the Term) a credit in the amount of \$50,000 upon reaching year-to-date fees of \$750,000 during the program year (the “First Threshold”).</p> <p>This \$50,000 credit may be used towards services such as pilot programs, new products, data files, etc.</p> <p>The County will have 12 months from the date of the First Threshold in which to use the credit.</p> <p>All unused credits remaining upon the expiration of a program year, or the expiration or termination of the Agreement will expire as applicable.</p> <p>For purpose of clarity, as indicated above, the \$50,000 credit may be used toward a pilot program, new products, data files, etc. once the County has reached the First Threshold. For example, if the County wants to add the Enrich Financial App the County will receive invoices until the First Threshold is reached, thereafter, any credit dollars available may be applied toward monthly fees for Enrich.</p>

<p>Annual Credit</p>	<p>\$75,000</p>	<p>The County will have available to them each program year (May to May during the Term) a credit in the amount of \$75,000 upon reaching year-to-date fees of \$1,000,000 during the program year (the “Second Threshold”).</p> <p>This \$75,000 credit may be used towards services such as pilot programs, new products, data files, etc.</p> <p>In the event the County reaches the Second Threshold in the same program year as the First Threshold Contractor will provide an incremental credit of \$25,000 for a total of \$75,000 in credit for that particular program year in which the County reached the First and Second Threshold.</p> <p>The County will have 12 months from the date of the Second Threshold in which to use such incremental credit.</p> <p>Any incremental credit from reaching a Second Threshold within the same program year will expire at the end of such 12 months.</p> <p>All unused credits remaining upon the expiration of a program year, or the expiration or termination of the Agreement will expire as applicable.</p> <p>For purpose of clarity, the County will be able to use the \$75,000 credit as explained above in the same manner once they have reached the Second Threshold.</p>
<p>One-Time Rebate</p>	<p>\$75,000</p>	<p>Contractor will provide a One-time Rebate that can be applied at any time during this renewal term of the contract (5/1/2026 through 4/30/2030). If the County elects to terminate the Agreement with Contractor prior to 5/1/2028, the \$75,000 rebate, if previously applied, and the savings from the Contract Year of 5/1/2026 to 4/30/2027, which are \$150,197.52, will be owed back by the County to the Contractor.</p>