

EMMETT SCHOOL DISTRICT  
HEALTH INSURANCE CONSULTING SERVICES AGREEMENT

This agreement for health insurance consulting services exists between the Emmett School District (the District) and Sophus Health, as described below:

**I. Scope of Consulting Services**

Consulting services to be provided by Sophus Health to the District include the following:

Partially Self-Funded Plan Development and Implementation

1. Educate the district insurance committee on:
  - Self-funding concepts
  - Benefit plan design
  - Insurance risk and rate development
  - Utilization and claims reporting and review
  - Legislative and regulatory issues\*
2. Support the insurance committee with self-funded vendor partner procurement
  - Develop and manage Requests for Proposal
  - Evaluate initial responses and prepare follow-up requests
  - Facilitate finalist presentations as needed
  - Negotiate final contracts
  - Manage implementation
3. Assist in the preparation of the self-funded plan application to the Idaho Department of Insurance
  - Collect necessary contracts and supporting documentation
  - Prepare initial rate contribution documents and required reserve estimates
  - Collaborate with legal counsel on application
  - Respond to questions from the Idaho Department of Insurance

Sophus Health Lifestyle Management and Education Tools

1. Educate the district wellness committee on:
  - Lifestyle management strategy and the 5 Aspects of Health
  - Converting utilization data into health initiatives
  - Measuring outcomes

2. Support the wellness committee with

- Wellness-focused utilization and claim reporting
- Identify key disease states and develop health initiatives
- Foster relationships with local lifestyle management partners
- Evaluation of initiatives and recommendations
- Access to the Sophus Health online community portal for all company employees

*\* Sophus Health can explain legislative rules and changes, plus review forms and procedures for conceptual and actuarial correctness; however, they cannot offer legal advice.*

## II. Consulting Fees

Consulting fees and expenses associated with the scope of services described above will be billed as follows:

Total Fees: \$60,000 plus travel expenses

Payments: \$4,000 for January, plus \$8,000 per month for February through August. Monthly invoices will include travel expenses for that month, billed at cost without mark-up.

III. EXECUTION

This Service Agreement, effective January 17, 2017 to August 31, 2017, is between the Emmett School District and Sophus Health.

This Agreement constitutes the entire agreement of the parties with respect to the subject matter herein and all prior or contemporaneous letters of understanding, agreements, requests for proposals, representations, statements, negotiations and understandings, whether oral or written, are hereby terminated and superseded by this Agreement.

Any amendments or modifications to this Agreement shall be in writing, specifically referencing and amending this Agreement, and must be signed by the duly authorized representatives of both parties.

Both parties retain the right to terminate the Agreement during the term of the Agreement with 30 days prior notice. In the event of termination, Emmett School District agrees to pay all outstanding fees as of the termination date.

Sophus Health will provide Emmett School District with statements for services rendered under this Agreement within fifteen (15) business days of the close of the billing period when those services were rendered. All fees are due and payable within thirty (30) days of the date of the invoice.

IN WITNESS WHEREOF, Emmett School District and Sophus Health have caused this Agreement to be executed by their duly authorized representatives.

Emmett School District

Sophus Health

By: Wayne Rush

By: Arnold Freimen

Signature: Wayne Rush

Signature: [Signature]

Title: Superintendent

Title: Chief Executive Officer

Date: 1-23-2017

Date: 1-23-17