

Attachment A – Amendment One to Contract with WebMD Health Services Group, Inc.



**Amendment Number One to Contract with
WebMD Health Services Group, Inc.
For Health Management Program**

THIS AMENDMENT Number One (1) (hereinafter “Amendment”), is made and entered into, upon execution of all necessary signatures, by and between the County of Orange, a political subdivision of the State of California (hereinafter “County”), and WebMD Health Services Group, Inc., with a place of business at 395 Hudson Street, New York, NY 10014, (hereinafter “Contractor”), which are sometimes individually referred to as “Party” or collectively referred to as “Parties”.

WHEREAS, County and Contractor entered into the Contract for Provision of Health Management Program, effective May 1, 2022 through April 30, 2025 (hereinafter “Contract”); and

NOW THEREFORE, in consideration of the mutual obligations set forth herein, both County and Contractor agree as follows:

1. The Contract is hereby extended from April 30, 2025, through April 30, 2027.
2. Section 39. Notices, to the Contract has been amended to remove WebMD’s New York, NY address and replace it with: WebMD Health Services Group, Inc., 283-299 Market Street, 2 Gateway Center, 4th Floor, Newark, NJ 07102, Attn: Legal Department.
3. Attachment B, Compensation/Payment, to the Contract has been amended to amend to remove services no longer offered by WebMD and add new services offered by WebMD.

**Attachment B
Cost/Compensation for Contractor Services**

1. Compensation: This is a fixed price Contract between the County and Contractor for a Health Management Program as provided in Attachment A, Scope of Work.

County agrees to compensate the Contractor for the Term of the Contract per the firm fixed prices set forth in the tables below. Contractor agrees to accept the same as full compensation for performing all services and furnishing all staffing and materials called for; and for risks connected with the services; and for performance by Contractor of all its duties and obligations hereunder.

The County shall have no obligation to pay any sum in excess of total Contract amount specified unless authorized by amendment.

The Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing and materials required.

Contractor’s payment terms are net 30 days from receipt of invoice.

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CORE SERVICES

Services		Fee	Notes
WebMD ONE Portal	Per Employee Per Month (PEPM)	\$1.00	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	• Self-Reported Attestations are included in web portal PEPM • Telephonic Attestations are \$10.00 per call • Contractor will invoice the County, monthly in arrears, for the number of calls received.
Data Feeds to/from Benefits Center			• Contractor will provide the County with all current data feeds used with the My StayWell Platform on the WebMD ONE Platform at no additional cost. • 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. • Any additional feeds will be billed at a one-time fee of \$3,750 per file implemented. • 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.
Onsite Wellness Program Manager (1 FTE)	Annual Salary & Benefits	\$150,000	• Contractor will invoice the County 1/12th of the Annual Salary each month.

COMMUNICATION SERVICES

Services		Fee	Notes
Development of Communication Materials	Per Employee Per Year (PEPY)	\$7.00	• 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.

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			• 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: ○ Branding strategy, development & design ○ 1 print brochure ○ 6 print postcards ○ 6 emails ○ 15 electronic targeted messages • Wellness Champion material are included • The cost to provide the Home mailer includes printing costs. • Postage fees are additional and will be invoiced at actual cost. • Contractor will accommodate adjustments to the communication materials within the same budget. • Contractor will invoice the County 1/12th of the PEPY multiplied by the actual eligibility count each month.
Wellness Newsletter - Printed	Per Newsletter	\$0.56	• This is the estimated per newsletter price for Employee Newsletters and Retiree Newsletters. • Final cost is dependent upon the number of newsletters printed. • Printing is included. • Postage fees are additional and will be invoiced at actual cost. • Contractor will provide the County with a Contractor work order which will detail the estimated number of newsletters and approximate postage fee.
Wellness Newsletter – in PDF Format	Per Newsletter	\$5,000	• Contractor will provide the printed version of the Quarterly Wellness Newsletter in a PDF file format for a fixed fee of \$5,000 per Newsletter. • Contractor will invoice the County upon delivery of the PDF File.
Postage for Paper Communications	Per Communication	USPS rates	
Other	Per Hour	\$175	• 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.

HEALTH COACHING SERVICES

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Services		Fee	Notes
Telephonic Health Coaching	Flat Fee Per Participant Per Year (PPPY)	\$185	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	Contractor's coaching services includes WebMD Coach Connect. This is an online secure messaging platform whereby an individual can 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. Contractor will invoice the County for the number of new Participants each month.
WebMD Coaching U Live – Group Coaching Sessions	Monthly	\$3,000	- The Monthly Fee includes up to 150 group coaching session attendees per month. - Any incremental attendees in excess of 150 per month will be billed at the rate of \$20.00 per attendee. - Contractor's Group Coaching Sessions assumptions: - Contractor will offer at least 588 group coaching session attendee seats per month across over 40 Discussion or Participation sessions per month. - Contractor will invoice the County the Monthly Fee each month and any incremental attendees at the per attendee rate, if applicable.
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	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

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			contain 4 weeks of supplies delivered to the Participants home. Contractor will invoice the County for the number of new Participants each month.
Weight Management Coaching – Positively Me	Flat Fee PPPY	\$335	Contractor's optional 12-month specialty weight management coaching program, Positively Me, is invoiced on a Per Engaged Participant Per Year basis. Contractor will invoice the County for the number of new Participants each month.

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.

Services		Fee	Notes
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

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			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
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

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			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 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	- 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. - Any additional feeds after those noted here will be billed a one-time fee of \$3,750 per file implemented. - 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. - Contractor will invoice the County upon implementation of any Single Sign-On in excess of the number Contractor included in the PEPF Fee.

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Data Feeds from third-party vendors	Per Feed	\$3,750	- 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. - Any additional feeds after those noted here will be billed a one-time fee of \$3,750 per file implemented. - 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. - Contractor will invoice the County upon implementation of any data files in excess of the number Contractor included in the PEPM Fee.
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	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. 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.
Other – Beyond Well Mental Health Podcasts – Enhanced Package	Annual	\$20,000	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. Contractor will invoice the County upon implementation of this Service.
Enrich Financial Wellness Platform	PEPM	\$0.2222	Contractor partners with iGrad to provide an integrated financial well-being solution known

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			as Enrich. The solution is made up of education-based modules that take a skill building approach to influence behavior change. Contractor requires a 12-month commitment for Enrich Financial Wellness platform commencing on the Launch Date. Contractor will invoice the County based on the number of eligible participants reported on the Eligibility File each month.
meQuilibrium Stress and Resilience Platform	PEPM	\$0.6040	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. Contractor requires a 12-month commitment for meQuilibrium Stress and Resilience platform commencing on the Launch Date. Contractor will invoice the County based on the number of eligible participants reported on the Eligibility File each month.
HES Campaigns / Challenges	Flat Fee per HES Campaign	\$41,350	• The \$41,350 flat fee per campaign will apply to any available HES Campaign. The pricing is applicable to the County's entire population of 15,000 participants. • Contractor will invoice the County on the launch date of each HES Campaign.
Other – Additional Onsite Staff	Annual Salary & Benefits	\$150,000	• Optional Full-time Dedicated Well-being Staff, Onsite Clinical Wellness Program Coordinator, or Certified Diabetes Educator. • As an optional service Contractor will only invoice upon the placement of such onsite staff member based on 1/12th of the Annual Salary each month.
Other – Per Diem Certified Diabetes Educator	Per Diem Salary, Benefits and Travel Expenses	\$3,000	• 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. • Contractor shall invoice the County monthly, in arrears, based upon the number of days the Certified Diabetes Educator was onsite or remote.
Other – Custom Development / Ad-Hoc	Per Hour	\$175	• Each project will be mutually scoped to determine the number of hours required.

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Reporting / Additional Analytics			
Mental Health Coaching	Flat Fee Per Participant Per Year (PPPY)	\$375	• Contractor's Mental Health & 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 Counselor, National Certified Counselor, Board Certified Coach, Licensed Addiction Counselor, and Distance Credentialed Counselor. • Contractor's Mental Health & Stress Coaching Program is priced as follows: ▪ \$375 Per Engaged Participant Per Year. • County will be invoiced for the number of new Participants each month.
Condition Management Coaching: High Risk;	Flat Fee Per Participant Per Year (PPPY)	\$625	• 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. • Contractor's CM Program is priced as follows: ▪ \$625 Per Engaged Participant in the High-Risk Program • County will be invoiced for the number of new Participants each month.
Condition Management Coaching: Moderate Risk	Flat Fee Per Participant Per Year (PPPY)	\$625	• 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

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			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. • Contractor's CM Program is priced as follows: ▪ \$625 Per Engaged Participant in the Moderate Risk Program • County will be invoiced for the number of new Participants each month.
Condition Management Coaching: Low Risk Programs	Flat Fee Per Participant Per Year (PPPY)	\$325	• 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. • Contractor's CM Program is priced as follows: ▪ \$325 Per Engaged Participant in the Low-Risk Program. • County will be invoiced for the number of new Participants each month.
Mental Health First Aid ("MHFA") Training	Flat Fee Per Class – 15 Students Flat Fee Per Class – 30 Students	\$3,600 \$7,200	• The MHFA Training is only offered on a per Customer basis. • 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. • 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. • COO's employees who have completed the full training course become certified in

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			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. • Pricing is on a Per Class basis: ▪ \$3,600 class size of 15 Students includes 1 instructor. ▪ \$7,200 class size of 30 Students includes 2 instructors. • County will be invoiced for the Class Price on the first day that the portal can be accessed by the Students.
Torchlight	Per Eligible Employee Per Month	\$0.65	• Contractor's third-party partner Torchlight provides an employee engagement program for Caregiving for Children and Seniors. • The Per Employee Per Month rate of \$0.65 is based on the following price assumptions: ▪ 15,000 Minimum Number of Eligible Employees Per Month. ▪ Spouses and Dependents included at no additional cost. ▪ Minimum 1 year commitment from the Launch Date of the program. • County will be invoiced for the Minimum Monthly Fee of \$9,750 per month. • 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.
Togetherall	Per Eligible Employee Per Month	\$0.35	• 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. • The Per Employee Per Month rate of \$0.35 is based on the following price assumptions: ▪ 15,001 Minimum Number of Eligible Employees per Month. ▪ Spouses and Dependents included at no additional cost. ▪ Minimum 1 year commitment from the Launch Date of the program. • County will be invoiced for the Minimum Monthly Fee of \$5,250.35 per month. • 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.

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Wellbeats	Per Eligible Employee Per Month	\$0.72	- Contractor's third-party partner Wellbeats provides the Essential Bundle which includes 1,000+ fitness, nutrition, & mindfulness classes. - The Per Employee Per Month rate of \$0.72 is based on the following price assumptions: 15,000 Minimum Number of Eligible Employees Per Month. - Minimum 1 year commitment from the Launch Date of the program. - County will be invoiced for the Minimum Monthly Fee of \$10,800 per month. - 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. - 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.
	Per Spouse or Dependent Per Month	\$0.40	

CREDITS

Annual Credit	Credit	Notes
Annual Credit	\$50,000	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"). This \$50,000 credit may be used towards services such as pilot programs, new products, data files, etc. The County will have 12 months from the date of the First Threshold in which to use the credit. All unused credits remaining upon the expiration of a program year, or the expiration or termination of the Agreement will expire as applicable. 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.
Annual Credit	\$75,000	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"). This \$75,000 credit may be used towards services such as pilot programs, new products, data files, etc.

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		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. The County will have 12 months from the date of the Second Threshold in which to use such incremental credit. Any incremental credit from reaching a Second Threshold within the same program year will expire at the end of such 12 months. All unused credits remaining upon the expiration of a program year, or the expiration or termination of the Agreement will expire as applicable. 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.
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2. Firm Pricing Structure: Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for similar services. Contractor agrees that no price increases shall be passed along to the County during the term of this Contract not otherwise specified and provided for within this Contract.

3. Contractor's Expense: The Contractor will be responsible for all costs related to photo copying, telephone communications, fax communications, and parking while on County sites during the performance of work and services under this Contract. The County will not provide free parking for any service in the County Civic Center.

4. Payment Terms: Invoices are to be submitted in arrears to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Vendor shall reference contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the contractor. Billing shall cover services and/or goods not previously invoiced. The contractor shall reimburse the County of Orange for any monies paid to the contractor for goods or services not provided or when goods or services do not meet the contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this contract and shall not be construed as acceptance of any part of the goods or services.

5. Payment – Invoicing Instructions: The Contractor will provide an invoice on the Contractor's letterhead for services rendered. Each invoice will have a number and will include the following information:

1. Contractor's name and address
2. Contractor's remittance address, if different from 1 above
3. Name of County agency/department
4. Delivery/service address
5. Contractor/Subordinate contract or number

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6. Date of order
7. Type of fees/service
8. Sales tax, if applicable
9. Dates of fees/service
10. Name and number of hours worked for each staff member (Consulting Services Only)
11. Brief description of fees/service
12. Contractor's Federal I.D. Number

The Contractor shall be fully responsible for providing an acceptable invoice to the County. Incomplete or incorrect invoices are not acceptable and will be returned to the Contractor for correction.

To the extent required by applicable law, the Contractor will provide subsidiary reports to support County's ability to submit Federal or State claims (i.e. Covid related activities).

The County's Program Manager, or designee, is responsible for approval of invoices and subsequent submittal of invoices to the Auditor-Controller for processing of payment. The responsibility for providing an acceptable invoice to the County for payment rests with the Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to the Contractor for correction.

Invoices and support documentation are to be forwarded to:

Lauren Pierson, Program Manager
Human Resource Services/Employee Benefits
Hall of Administration
333 W. Santa Ana Blvd., Rm. 137
Santa Ana, CA 92701

The County's Program Manager at HR/Employee Benefits is responsible for approval of invoices and subsequent submittal of invoices to the County Auditor-Controller for payment processing.

4. Performance Standards have been restated in Attachment E, as follows:

ATTACHMENT E
Performance Standards

Following the end of each quarter the County shall complete the **Account Management Report Card** and submit to Contractor (See Attachment F). At the end of the term, Contractor will calculate the composite score in each performance assessment category by averaging the scores for the four (4) quarters of the term. The assessments of each of the performance assessment categories will be weighted equally. The Account Management Commitment will be deemed as fulfilled if the average of the Composite Scores in each category ("Account Management Composite Score") is equal to or greater than the Account Management Composite Score indicated on the Account Management Report Card.

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The following performance guarantees (“Performance Guarantees” or “PGs”) will be effective during the Term of the Contract. The Contractor and the County agree that certain fees identified in the table below, payable by the County to Supplier under the Contract, may be reduced by the percentages listed in the Percentage of Fees at Risk column in the table below for any applicable period in which Supplier fails any of the Performance Guarantees (“Credit”). For purpose of clarity Credits will only apply to the ongoing fees identified in the Percentage of Fees at Risk column below. Notwithstanding the above, the Implementation PG is a one-time fee. All performance metrics will be measured for the period described in the table below for the applicable PG, and Credits, if any, will be applied against the fees for a subsequent period. If it is determined that Credits are owed to the County, then such Credit will appear in the subsequent invoice. No claim may be brought by either party for any dispute regarding these Performance Guarantees more than twelve (12) months after the last date of the period in which the relevant Performance Guarantee applies.

Unless otherwise noted, annual liquidated damages at risk exclude fees related to pass-through items, including but not limited to fees related to postage, travel, gift cards, and incentives. Additionally, goods and services provided by a third party or subcontractor such as Fitbit devices shall also be excluded. In the event if any PG is not able to be calculated due to unmet assumption criteria that PG will be void and the Percentage of Fees at Risk associated with that PG will not be reallocated to any other PG. Measurement for all PGs will be based upon the County’s active employee population only. Customer termination during an active Program Year will void all PGs associated with such Program Year.

Please indicate your agreement with the performance guarantees listed below and provide your proposed fees at risk and any comments:

Core Services Performance Guarantees

Metric	Definition	Expected Performance	% of Fees at Risk
Stakeholder Satisfaction – Ongoing	(1) An annual survey will be sent to key County stakeholders. Formal performance will be assessed annually. (2) Satisfied is defined as “agree” or “strongly agree” using the Contractor’s standard client satisfaction 5-point survey tool. (3) The parties agree in principle with the measurement methodology as described. The parties further agree to refine such measurement methodology as mutually agreeable to the parties and to document the refined methodology in the contractual documents.	Achieve an overall satisfaction rating of > 80%	Annual Performance Fee of \$3,500
Reporting	(1) Quarterly reports on the program's progress will be produced within 45 business days after the close of each	For all Reporting requirements	A Quarterly Performance Fee of \$1,000 in the event reports have not been

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	quarter and delivered to the Program Manager. (2) The County will be alerted of important trends in the reporting on a continuous basis. (3) All reports will include executive summaries.	listed, 100% will be met	produced within the required timeframe.
Web Portal Availability	(1) Web portal operational 99%, with the exception of scheduled maintenance (2) The County will be alerted of urgent updates to the web portal within 48 hours of when the change is scheduled to occur. (3) The County will be alerted of material scheduled updates to the web portal at least 30 days in advance of when the changes are scheduled to occur. The Availability Test is designed to measure performance-adjusted availability. Overall response time is not considered during this test, unless the availability threshold is exceeded. Definition: Monthly Availability Threshold Default Threshold: 99.00% The Availability Test will be measured as follows: The availability of webpages during a five-minute window in a calendar day will be tested. No fewer than 90% of all five-minute windows in a calendar day shall be tested. The availability is determined by loading webpages: if a webpage loads in greater than 45 seconds, the entire five-minute window is considered to be unavailable and the Tools are deemed “unavailable” for that five-minute window. If all webpages tested during the five-minute window are loaded within 45 seconds, the Tools are deemed “available” during the five-minute window. The Monthly Average Availability is calculated by summing all five-minute windows that pass the availability test in a calendar month and dividing that by the sum of all five-minute windows that are tested in the	For all Web portal requirements listed, 100% will be met	1% of Monthly WebMD ONE Portal Fees if this PG is missed during the months of Jan through April or September through December; 3% of Monthly WebMD ONE Portal Fees if this PG is missed during the months of May through August which is the County’s Wellness Credit Period.

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	calendar month. Contractor makes available a monthly report with the Monthly Average Availability. The Monthly Average Availability will then be compared to the Monthly Availability Threshold to determine if Contractor passes or fails the availability test for the month. (If the Monthly Average Availability is greater than or equal to the Monthly Availability Threshold then the month passes, if not, it fails.)		
Call Center Availability	(1) Call Center will be available during pre-agreed upon hours 100% of the time. 85% of callers will receive a live voice within the first 30 seconds. (2) The County will be alerted as soon as possible, but not less than 72 hours, in advance of any planned or anticipated reductions to access or extended wait times for the Call Center.	For all Call Center requirements listed, 100% will be met	2% of Monthly WebMD ONE Portal Fees if this PG is missed during the months of Jan through April or September through December; 3% of Monthly WebMD ONE Portal Fees if this PG is missed during the months of May through August which is the County's Wellness Credit Period.
Participant Satisfaction	(1) Participant satisfaction will be measured annually by the administration of Contractor's standard participant survey (2) The survey will be presented after an eligible participant has been registered for a minimum of one (1) month. (3) Scoring will be measured by the number of respondents who select a rating of Strongly Agree (5) or Agree (4). Responses of "Not Applicable", neutral responses, and responses left blank will not be included in the Performance Guarantee calculation. (4) The parties agree in principle with the measurement methodology as described.	Achieve an aggregate satisfaction score of at least 90% of participants.	Annual Performance Fee is 2% of the WebMD Portal Fees
Population Health Risk Improvement	Calculation of the Performance Guarantee: $((\text{follow-up \# risks} - \text{baseline \# risks}) / \text{baseline \# risks}) * 100 = -x.x\%$	Achieve a one percent (1%) net reduction in the average	Annual Performance Fee is 2% of the WebMD ONE Portal Fees

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	This Performance Guarantee will be void if any of the following criteria are not met: 1. Contractor and the County agree that the HA Cohort Risk Change Performance Guarantee will have a Performance Guarantee Measurement Date 90 days after the close of the follow-up Program Year provided that the minimum HA cohort rate noted in 6 below has been achieved. If the minimum HA cohort rate noted in 6 below has not been met as of ninety (90) days after the close of the Program Year, then the Performance Guarantee Measurement Date will be the end of the month in which the minimum HA cohort rate is met. If minimum is not met by one hundred eighty (180) days after the close of the Program Year, the HA Cohort Risk Change Performance Guarantee will no longer be measured for that Program Year and will be deemed invalid. 2. County's implementation of a proposed and consistent comprehensive program model, including HA, targeted Lifestyle Health Coaching, and population-based health education opportunities in each Program Year. If the Lifestyle Health Coaching Engagement Performance Guarantee is not met or is invalid, the HA Cohort Risk Change Performance Guarantee will not be measured. 3. The County must make the HA available to its population as part of an annual Program Year implementation and the previous Program Year HA responses must be cleared prior to the administration of each subsequent year's HA. 4. Implementation of same HA version in both baseline and follow-up periods; No substantive changes to the HA instrument are made between the baseline and follow-up program years. 5. After applying exclusions listed in the HA Cohort Risk Change Listing of	number of health risks	
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	Exclusions below, at least fifty percent (50%) of participants who completed an HA in the Program Year for which the HA Cohort Risk Change Performance Guarantee is being measured return to complete a follow-up HA in the subsequent Program Year prior to the date on which such Performance Guarantee is calculated (i.e. defined as the HA cohort group). 6. If, after applying exclusions listed in the HA Cohort Risk Change Listing of Exclusions below, the remaining denominator is less than 500 participants 180 days after the close of the Program Year, the HA Cohort Risk Change Performance Guarantee will not be measured. 7. The County's version of the WebMD ONE Portal and Daily Habits will be the latest version generally available. 8. The County will implement a pre-launch and a launch campaign, delivered through a combination of modalities agreed upon by both Parties such as overview brochures, flyers, email, weblets, banners, Coming Soon posters and Splash pages. 9. Contractor will be able to send at a minimum monthly communication via mailings, emails, or IVR outreach to the County's Employee population. 10. The County will implement mutually-agreed upon promotion/communication/ incentive strategy over the Program Year. 11. The County implements Contractor's standard engagement strategy for Lifestyle Health Coaching programs. 12. The County's Employees shall be required to provide accurate email addresses upon WebMD ONE Portal registration. 13. The County shall be required to provide Contractor with an accurate mailing address, to the best of their knowledge, file for each printed communication mutually agreed upon.		
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Biometric Screenings Performance Guarantees

Metric	Measure	Performance Guarantee	% of Fees at Risk
Start Time	All scheduled events shall begin at the scheduled event start time.	The event start time will be shared with the County and confirmed prior to the scheduled event. The onsite event begins 15 or more minutes after the scheduled event start time due to the lack of staff and/or materials required to start the event.	Performance Fee per event is \$250 for events with 100 or fewer screenings ordered. Performance Fee per event is \$500 for events with greater than 100 screenings ordered. Performance Fee of \$500 per event regardless of the number of screenings ordered if the event is cancelled due to a staffing or supply issue.
Supplies	All scheduled events shall screen the number of expected participants.	The expected number of participants will be shared with the County and confirmed prior to the scheduled event. The amount of supplies for each onsite event will be adequate based on the number of screenings ordered. Fees at risk will apply if the amount of supplies at the onsite event is not adequate to accommodate the number of registered participants or the number of screenings ordered for the onsite event, whichever is greater.	Performance Fee per event is \$250 for events with 100 or fewer screenings ordered. Performance Fee per event is \$500 for events with greater than 100 screenings ordered. Performance Fee of \$500 per event regardless of the number of screenings ordered if the event is cancelled due to a staffing or supply issue.
Staff	All scheduled events shall be fully staffed according to the number of expected participants and amount of time designated to the event.	The number of vendor staff will be confirmed by the vendor to the County prior to the scheduled event. The amount of staff for each onsite event will be adequate based on the number of screenings ordered. Fees at risk will apply if the number of staff present is not adequate to accommodate the number of participants registered in advance of the onsite event.	Performance Fee per event is \$250 for events with 100 or fewer screenings ordered. Performance Fee per event is \$500 for events with greater than 100 screenings ordered. Performance Fee of \$500 per event regardless of the number of screenings ordered if the event is cancelled due to a staffing or supply issue.

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Cancellations	No events shall be cancelled by Vendor.	Guarantee subject to any one event is cancelled within 10 business day of event. If the onsite event is cancelled due to a staffing or supply issue the credit is \$500, per onsite event, regardless of the number of screenings ordered.	Performance Fee is \$500 per event.
Client Satisfaction	Client shall provide assessment of its overall satisfaction with the planning, delivery and follow-up of screening events.	5% of revenue if client is “not satisfied” based upon supporting documents with evidence of dissatisfaction.	Annual Performance Fee of \$3,500 per Program year.
Online Scheduler Availability	24/7 availability, not including Scheduled Maintenance (with “Scheduled Maintenance” being defined as: (i) scheduled network, hardware or service maintenance occurring during off-peak hours where peak hours are defined as 7:00 a.m. - 10:00 p.m.(PT) M-F or (ii) specific build outs as requested by the County)	\$250 penalty per occurrence	Performance Fee is \$250 per occurrence.
Testing Equipment Quality Assurance	All screening equipment, including blood analyzer, shall	\$250 per onsite event	Performance Fee is \$250 per onsite event.

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	be tested and within expected limits prior to each event.		
Client Reports	Create and send accurate Employer aggregate report within 60 days of the program close.	\$250 per onsite event	Performance Fee is \$250 per onsite event.

Coaching Services Performance Guarantees

Metric	Measure	Performance Guarantee	% of Fees at Risk
Engagement	(1) Assessment of engagement will be based on participants enrolled in the program year being assessed. (2) Performance will be monitored throughout the program year. The formal performance guarantee measurement date will occur during the 1st quarter following the close of activity for the previous program year. (3) Engagement will be evaluated quarterly; if prior to formal performance assessment it appears engagement will not meet the assumed levels, strategies to increase engagement will be discussed and implemented. (4) Identified enrolled end users with an enrollment period that is less than ninety (90) days as of the scheduled Performance Guarantee Measurement Date will be excluded from the calculation of the Lifestyle Health Coaching Performance Guarantee (5) Lifestyle Health Coaching includes at minimum 500 identified enrolled end users per Program Year. (6) Individuals to whom Contractor is unable to place outreach calls, due to the lack of valid contact	A minimum of 30% of participants will complete a minimum of three coaching calls.	Annual Performance Fee is 2.0% of the Annual Lifestyle Health Coaching Fees.

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	information, medical exclusion status, or any mutually agreed custom criteria will be excluded from the calculation of the Lifestyle Health Coaching Performance Guarantee.		
Participant Retention	(1) Assessment will be based on the number of participants who are placed inactive (i.e., drop out, unable to contact) compared to the number of participants who remain active for the entire program year. (2) Participants who have been made ineligible (due to employment termination, loss of eligibility for the Plan, or other mutually agreed custom criteria) by the County prior to the end of the participant's twelve (12) month enrollment period will be excluded from the calculation (3) Performance will be monitored throughout the program year. The formal performance guarantee measurement date will occur during the 1st quarter following the close of activity for the previous program year. (4) Retention will be evaluated quarterly; if prior to formal performance assessment it appears retention will not meet the assumed levels, strategies to increase retention will be discussed and implemented. (5) Lifestyle Health Coaching includes at minimum 500 identified enrolled end users per Program Year.	< 25% of program participants will become inactive (e.g., elect to discontinue participation, placed inactive due to UTC).	Annual Performance Fee is 2.0% of the Annual Lifestyle Health Coaching Fees.
Participant Satisfaction	(1) Satisfaction will be measured among participants who complete a satisfaction survey and who have completed at least two (2) coaching sessions. (2) The formal performance guarantee measurement date will occur during the 1st quarter following the close of activity for the previous program year. (3) The Satisfaction Performance Guarantee requires that at least 300 participants complete the satisfaction survey by the applicable	An aggregate satisfaction score of at least 90% among participants' experience with the Lifestyle Health Coaching program.	Annual Performance Fee is 1.0% of the Annual Lifestyle Health Coaching Fees.

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	Performance Guarantee Measurement Date. (4) Scoring will be measured by the number of respondents who select a rating of Strongly Agree (5) or Agree (4). Neutral responses and responses left blank will not be included in the Performance Guarantee calculation.		
Lifestyle Health Coaching Cohort Risk Change	Calculation of the Performance Guarantee: $((\text{follow-up \# risks} - \text{baseline \# risks}) / \text{baseline \# risks}) * 100 = -x.x\%$ This Performance Guarantee will be void if any of the following criteria are not met: 1. Contractor and the County agree that the Lifestyle Health Coaching Cohort Risk Change Performance Guarantee will have a Performance Guarantee Measurement Date 90 days after the close of the follow-up Program Year. 2. The County implementation of a proposed and consistent comprehensive program model, including HA, targeted Lifestyle Health Coaching, and population-based health education opportunities in each Program Year. 3. If the Lifestyle Health Coaching Performance Guarantee is not met or is invalid, the Lifestyle Health Coaching Cohort Risk Change Performance Guarantee will not be measured. 4. The County must make the HA available to its population as part of an annual Program Year implementation and the previous Program Year HA responses must be cleared prior to the administration of each subsequent year's HA. 5. Implementation of same HA version in both baseline and follow-up periods; No substantive changes to the HA	Achieve a 5% net reduction in the average number of health risks among participants in the High or Moderate Risk Coaching	Annual Performance Fee is 1.0% of the Annual Lifestyle Health Coaching Fees.

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	instrument are made between the baseline and follow-up program years. 6. After applying exclusions listed in the Lifestyle Health Coaching Cohort Risk Change Listing of Exclusions below, at least fifty percent (50%) of participants who completed an HA in the Program Year for which the Lifestyle Health Coaching Cohort Risk Change Performance Guarantee is being measured return to complete a follow-up HA in the subsequent Program Year prior to the date on which such Performance Guarantee is calculated (i.e. defined as the HA cohort group). 7. If, after applying exclusions listed in the Lifestyle Health Coaching Cohort Risk Change Listing of Exclusions below, the remaining denominator is less than 300 participants 180 days after the close of the Program Year, the Lifestyle Health Coaching Cohort Risk Change Performance Guarantee will not be measured. 8. The County's version of the WebMD ONE Portal and Daily Habits will be the latest version generally available. 9. The County will implement a pre-launch and a launch campaign, delivered through a combination of modalities agreed upon by both Parties such as overview brochures, flyers, email, weblets, banners, Coming Soon posters and Splash pages. 10. Contractor will be able to send at a minimum monthly communication via mailings, emails, or IVR outreach to Customer's Employee population. 11. Contractor will implement mutually-agreed upon promotion/communication/incentive strategy over the Program Year.		
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	12. The County’s Employees shall be required to provide accurate email addresses upon WebMD ONE Portal registration. 13. The County shall be required to provide Contractor with an accurate mailing address file, to the best of their knowledge, for each printed communication mutually agreed upon. Exclusions: 1. Participants whose engagement period totals less than six (6) full months as of the applicable Performance Measurement Date will be excluded from the calculation of the Lifestyle Health Coaching Cohort Risk Change Performance Guarantee. 2. Participants who have been made ineligible (due to employment termination, loss of eligibility for the Plan, or other mutually agreed custom criteria) by the County prior to the end of the participant’s twelve (12) month enrollment period will be excluded from the calculation of the Lifestyle Health Coaching Cohort Risk Change Performance Guarantee. 3. Individuals who do not first complete the HA and thereby do not qualify for Contractor’s coaching per the standard Coaching Index stratification rules (e.g., self-referrals, Biometric Screening referrals, or claims referrals) will be excluded from the calculation of the Lifestyle Health Coaching Cohort Risk Change Performance Guarantee. 4. Individuals to whom Contractor is unable to place outreach calls, due to the lack of valid contact information, medical exclusion status, or any mutually agreed custom criteria will be excluded from the calculation of the		
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	Lifestyle Health Coaching Cohort Risk Change Performance Guarantee.		
Return on Investment (“ROI”)	Contractor determines ROI on its Lifestyle Health Coaching programs using changes in year over year HA data for health risk prevalence, self-reported absenteeism and self-reported presenteeism to derive estimates of savings. That savings estimate is divided by coaching fees to generate an ROI. 1. Contractor and the County agree that the ROI Performance Guarantee will have a Performance Guarantee Measurement Date 90 days after the close of the Program Year provided that the minimum HA cohort rate noted in #4 below has been achieved. If the minimum HA cohort rate noted in #4 below has not been met as of ninety (90) days after the close of the Program Year, then the ROI Performance Guarantee Measurement Date will be the end of the month in which the minimum HA cohort rate is met. If the minimum is not met by one hundred eighty (180) days after the close of the Program Year, the ROI Performance Guarantee will no longer be measured for that Program Year and will be deemed invalid. 2. If the Lifestyle Health Coaching Engagement Performance Guarantee is not met, the ROI Performance Guarantee will not be measured. 3. The County must make the HA available to its population as part of an annual Program Year implementation and the previous Program Year HA responses must be cleared prior to the administration of each subsequent year’s HA.	Contractor will provide a 0.8:1 ROI in Contract Year 1; 1.25:1 in Contract Year 2; and 1.5:1 in Contract Year 3 and each subsequent Contract Year. In the event that the ROI for a particular Contract Year does not meet these standards, Contractor will provide a credit of 1% of the Annual Lifestyle Health Coaching fees for the year in which the ROI metric is not achieved.	Annual Performance Fee is 1.0% of the WebMD ONE Lifestyle Health Coaching Fees

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	4. After applying exclusions listed in the ROI Exclusions section below, at least sixty percent (60%) of participants who completed an HA in the Program Year for which the ROI Performance Guarantee is being measured return to complete a follow-up HA in the subsequent Program Year prior to the date on which such Performance Guarantee is calculated (i.e. defined as the HA cohort group). 5. If, after applying exclusions listed in the ROI Exclusions section below, the remaining denominator is less than 300 participants 180 days after the close of the Program Year, the ROI Performance Guarantee will not be measured. Exclusions: 1. Participants whose engagement period totals less than six (6) full months as of the applicable Performance Measurement Date will be excluded from the calculation of the ROI Performance Guarantee. 2. Participants who have been made ineligible (due to employment termination, loss of eligibility for the Plan, or other mutually agreed custom criteria) by the County prior to the end of the participant's twelve (12) month enrollment period will be excluded from the calculation of the ROI Performance Guarantee. 3. Individuals who do not first complete the HA and thereby do not qualify for Contractor coaching per the standard Coaching Index stratification rules (e.g., self-referrals, Biometric Screening referrals, or claims referrals) will be excluded from the calculation of the ROI Performance Guarantee.		
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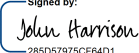
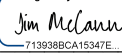
	4. Individuals to whom Contractor is unable to place outreach calls, due to the lack of valid contact information, medical exclusion status, or any mutually agreed custom criteria will be excluded from the calculation of the ROI Performance Guarantee.		
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Signature page to follow:

Attachment A – Amendment One to Contract with WebMD Health Services Group, Inc.

The Parties hereto have executed this Amendment on the dates shown opposite their respective signatures below.

WebMD Health Services Group, Inc.

By: John Harrison	President & GM
Print Name	Title
Signed by:  285D57975CF64D1...	2/14/2025
Signature	Date
By: Jim McCann	VP - Finance
Print Name	Title
Signed by:  713938BCA15347E...	2/14/2025
Signature	Date

* If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth.

The first corporate officer signature must be one of the following: 1) the Chairman of the Board; 2) the President; 3) any Vice President.

The second corporate officer signature must be one of the following: a) Secretary; b) Assistant Secretary; c) Chief Financial Officer; d) Assistant Treasurer.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

County of Orange, a political subdivision of the State of California

Print Name	Title
Signature	Date

APPROVED AS TO FORM:

DocuSigned by:

4ACC0DDE8C37477...

Deputy, Office of County Counsel
Orange County, California