



Amendment Number ~~One~~Two To The Contract With The StayWell Company, LLC For a Health Management Program

This Amendment Number ~~One~~Two (hereinafter referred to as “Amendment”) to Contract is made and entered into upon execution of all necessary signatures between The StayWell Company LLC, with a place of business at 800 Township Line Road, Yardley, PA 19067 (hereinafter referred to as “Contractor”) and the County of Orange (hereinafter referred to as “County”), a political subdivision of the State of California, which are sometimes individually referred to as “Party”, or collectively referred to as “Parties”.

WHEREAS, County and Contractor executed Contract for a Health Management Program commencing May 13, 2015 through May 12, 2018 (hereinafter “Contract”); and

WHEREAS, the Parties ~~desire to amend the Contract entered into Amendment Number One~~ to extend the ~~Term Contract~~ for two (2) years, ~~from effective~~ May 13, 2018 through May 12, 2020; ~~and~~

WHEREAS, the Parties desire to extend the Contract Term for one (1) year, effective May 13, 2020 through May 12, 2021;

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

1. The Contract is hereby extended for ~~two (2)~~one (1) additional ~~years~~year, otherwise referred to as year ~~4–56~~, effective May 13, ~~2018~~2020 and expiring on May 12, ~~2020~~2021.
2. Article 4 of the Contract is hereby amended to read in its entirety as follows:

“4. Contract Term: The term of this Contract shall commence on May 13, 2015 and shall terminate on May 12, ~~2020~~2021, (the “Term”) unless earlier terminated in accordance with the provisions of articles 32 & 33 hereof or otherwise extended as provided herein. Permitted extensions of the Term provided in this article 4 shall not result in any change in any other term, condition, or provision of this Contract.”

3. Article 41 of the Contract is hereby amended to read in its entirety as follows:

“Change Of Ownership/Name, Litigation Status, Conflicts with County Interests: Contractor agrees that if there is a change or transfer in ownership of Contractor’s business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under terms of sale or other transfer to assume Contractor’s duties and obligations contained in this Contract and complete them to the satisfaction of County.

County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services under the Contract.

In addition, Contractor has the duty to notify the County in writing of any change in the Contractor’s status with respect to name changes that do not require an assignment of the Contract. The Contractor

is also obligated to notify the County in writing if the Contractor becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the Contractor’s performance under the Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from the County any time there is a change in Contractor’s name, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.

The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the Contractor, this obligation shall apply to the Contractor’s employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The Contractor’s efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.”

4. Article 57 is hereby added to the Contract to read in its entirety as follows:

“County’s Conflict of Interest Policy (Renewal) – The Contractor has confirmed in writing that they understand and are in compliance with the County’s Conflict of Interest Policy as stated in Article 31 herein.”

3.5. Attachment A, Scope of Work, Attachment B, Cost/Compensation, and Attachment E, Performance Guarantees shall be hereby deleted and replaced in its entirety as follows:

Attachment A

Scope of Work (SOW)

The Contractor will be required, at minimum, to deliver to all eligible participants the following services. For the purpose of this contract, an eligible participant is defined as all eligibles listed on the monthly eligibility file that is transmitted to the contractor:

I. Customer Service and Operations Support:

- A. Provide a dedicated toll-free telephone number for participant access to HelpLine Representatives.
- B. Responds to participant questions.
- C. Provides multilingual support or access to translation representatives with use of Language Line. Charges for the Language line will be billed as incurred at \$1.65/minute as per Attachment B.
- D. Assist participants with questions about passwords and logging in, security and confidentiality, Biometric and Health Risk Assessment questionnaire completion, and incentives.
- E. Assist participants with questions about StayWell Charge Challenges: Million Step Challenge and StayWell Relay Challenges.
- F. Handle participant inquiries regarding general appeals and the appeals process.

- G. HelpLine Representatives are available from 6 a.m. to 6 p.m. Monday through Thursday; 6 a.m. to 4 p.m. on Friday; and 6 a.m. to 10 a.m. on Saturday (PT), excluding the following holidays: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day.
- H. Provide extended HelpLine hours for not more than two weeks toward the end of the incentive period, if it is determined necessary by the County and Contractor. The charge for extended hours would be at the rate as stated per Attachment B, which includes three staff for an additional two hours, Monday-Thursday until 8:00 p.m. and Friday until 6:00 p.m.
- I. Voice messages are to be returned within 24 hours or at the time indicated in the caller’s message, during operational hours as listed in the Scope of Work.
- J. Ability to warm transfers to the County or other County program partners.
- K. Staffing and continuous evaluation of service levels to the performance agreements set forth in the contract with the County.
- L. Provide call recording system.
- M. Assists participants in completing the non-smoking attestation online. If online completion is not possible, telephonic completion will be offered in which the representative will read them the options and record their responses for an additional fee as stated in Attachment B, if requested by the County.

II. Web Portal

- A. Provide and maintain an on-line web portal that gives participants access to wellness content, a Health Risk Assessment, wellness challenges (if applicable), educational materials, and incentive tracking.
- B. Provide and maintain an on-line web portal that gives participants, whom are not required to participate in the County’s Wellness Program, access to wellness content, wellness challenges (if applicable), and educational materials.
- C. The on-line web portal will be customized based on log-in credentials, for up to four targeted populations for portal customizations.
- D. Web portal content will be updated as necessitated by medical advances or on a component basis. Client-specific bulletin board information will be updated quarterly, and content that is affected by significant new medical knowledge will be updated expediently. Content that encompasses medical specialties that change quickly, such as heart disease, diabetes, nutrition and cancer, will be reviewed and updated annually. The interactive tools — all calculators and condition-related risk assessments as well as quizzes relating to specific health topics will be reviewed annually.
- E. Protect the privacy of participants by requiring users to enter a unique user id and password combination to gain entry. Passwords will be encrypted using a one-way hash algorithm before being stored in our database. The Web Portal will use the County’s demographic file to ensure only those eligible have access to their individual information. Contractor will secure all data transmitted to and from the Web Portal application using 128bit SSL encryption. Once participants are logged into the Web Portal; all data is secured by our physical, technical, and procedural controls.
- F. Web Portal will include an automatic timeout default of 20 minutes of inactivity on the system and participants will be logged out.

- G. Web Portal will contain a To-Do List, which provides actionable items specific to the County’s wellness program offerings and requirements.
- H. Web Portal, monthly per eligible participant costs includes the following:
 - 1. Standard online content
 - 2. Online English HRA
 - 3. Points Bank Incentive Tracking
 - 4. 4 Online Digital Workshops
 - 5. Online Non-Smoking Attestation
 - 6. Account management
 - 7. HelpLine
 - 8. Single sign on (in Contractor’s format)
 - 9. Standard reporting.

III. Incentive Administration

- A. Using the County’s incentive requirements, the Points Bank tool will list the required activities for completion of the County’s Wellness program.
- B. The Points Bank will list all the available activities in the County’s incentive design in which participants can click on each activity to get a description of the activity as customized by the County. These descriptions will also contain links to the activity, a PDF form, and/or applicable websites.

IV. Implementation

- A. Implementation for contract year one will be based on the timeline in Attachment C. Subsequent contract year programs will be mutually agreed upon based on the County’s then current incentive design.
- B. Contractor will assign an account management team, with one primary contact, to ensure overall Participant satisfaction with contractor’s products and services and County satisfaction with overall performance and delivery of agreed upon services.
 - 1. The Client Services team assigned to the County will also function as an implementation team to manage contractor’s internal processes and resources during the implementation period. The implementation team will manage and execute the implementation project plan and ensure systems and processes are in place to secure the Program launch will occur on the pre-determined date.
 - 2. The Account Management team will:
 - a. Complete work plan activities assigned to contractor by the agreed-on deadline, alerting County of potential issues or delays.
 - b. Ensure timely completion of all contractor responsibilities as described in this Statement of Work.
 - c. Consult with County on the management and promotion of additional health management activities throughout the year to build a culture of health at the County.
 - d. Manage the ongoing contracting and invoicing processes after initial launch.
 - e. Provide consulting regarding program development and ongoing support as well as any engagement issues that arise.

C. Web Portal Implementation

1. For the portal implementation, County will have one round of review and QA within the staging (testing) environment.
 2. The testing will be approximately 4-6 business days and will include review of customizations and configurations provided with user test accounts. A change request tracker will be provided to document all adjustments that are requested during this round.
 3. All timelines have peer review and internal QA built in to ensure accuracy after every change request that is submitted.
 4. County will provide final approval of the staging environment, which will allow the site to be published into the production environment. A splash page will appear on the site 5-10 business days from the go live date to allow for testing.
 5. During this time internal StayWell teams complete usability testing. County will also have the opportunity to view the site in production the day before the site goes live.
- D. During implementation, drafts of standard customization forms returned with incomplete information will also result in revised launch deadlines.

V. Health Risk Assessment (HRA)

- A. Coordinate and conduct an annual Health Risk Assessment campaign designed to identify existing and emerging health issues, and to provide a baseline for establishing a health improvement/maintenance plan.
- B. The questionnaire should contain sufficiently plain language so as to be able to be completed by participants without assistance from a medical professional.
- C. Provide convenient access to the HRA, including but not limited to, on-line HRA, telephonic assistance completing the HRA and paper HRA forms (as approved and requested by the County).
- D. HRA technical support will be provided live by Contractor's in-house representatives. Representatives will help participants with questions about passwords and logging in, security and confidentiality, HRA completion, incentives, and offer guidance on HRA results, intervention support and provide referrals to other County program components.
- E. HRA will be written at a 6th – 7th grade reading level. Any changes to the reading level must be approved, in writing and in advance, by the County.
- F. Online HRA results will be available immediately after the participant has submitted their online assessment.
 1. A paper HRA can be requested through HelpLine and will be mailed to participants' home address that is on file and will include business reply envelope for the HRA to be returned. Paper results will be home-mailed within five business days of receiving a correctly completed paper HRA. Mailing of materials will be done by Contractor. County will be responsible for cost of mailing at actual U.S. Postal rates.

VI. Biometric Screening

- A. Develop a Biometric Screening process consisting of cost-efficient health tests that will be administered by qualified individuals in locations convenient and accessible to participants. The Biometric Screenings will include:
1. Height, weight, and waist measurements
 2. Blood pressure
 3. Total cholesterol
 4. HDL
 5. Glucose
 6. Screening materials and supplies
 7. 3-5 minute results review
 8. Individualized results forms
 9. Printing of consent forms
 10. Screening satisfaction surveys
 11. Health Risk Assessment (HRA) ½ sheet to provide instruction on HRA completion and deadline
 12. Upload of data into Contractor’s system within 14 business days of each event
 13. Travel of screening staff within a Metropolitan Statistical Area
 14. Shipping of supplies
 15. Biohazard disposal fees
 16. Permit fees
- B. Provide and manage a system to schedule Biometric Screenings online. Participants can receive reminders to schedule Biometric Screenings to facilitate participant participation as part of the County communication plan.
- C. Coordinate Biometric screenings at the County’s request on the dates and locations provided by the County. Screening coordination will include:
1. Development and management of a client work plan to ensure consistent and efficient delivery.
 2. Assistance in defining screening measurements and delivery strategy to maximize event efficiency, vendor selection and coordination.
 3. Consultation on event communications strategy to maximize participation and engagement.
 4. Determination/collection of program logistics and site specific information.
 5. Creation of screening schedule to maximize participation and efficiency.
 6. Determination and facilitation of appropriate automated screening value load process
 7. Customization of Health Assessment instruction sheet to educate participants on additional program opportunities.
 8. Customized Screening Implementation Presentation and Kick off call.
 9. Telephonic site coordinator training on Screening Implementation process.
 10. Customization of standard promotional materials.
 11. Creation of Frequently Asked Questions to ensure all program components are well defined and information is easily accessible.
 12. Use, customization and monitoring of online scheduling tool.

13. Creation of paper scheduling templates as applicable.
 14. Working with designated site coordinator at each screening location.
 15. Ordering, shipping, and inventory management of screening supplies.
 16. Deployment, collection and monitoring of site coordinator evaluations.
 17. Development of client specific training materials for screening staff.
 18. Regular calls with client and screening vendor.
 19. Screening final report to include participation and satisfaction results.
- D. County agrees to use vendor’s standard consent form and customization will be provide at additional cost as stated in Attachment B.
- E. Initial location list and expected participation will be provided by County to contractor at least 8 weeks prior to the first event. All dates, times, locations and eligibles must be confirmed by County to contractor 6 weeks prior to the first event. If it is necessary to add hours or days to the confirmed schedule, additional short notice fees, as stated in Attachment B, may apply.
- F. Requests for bilingual staff must be provided 6 weeks in advance of the event and are subject to availability. Additional fees as stated in Attachment B may apply.
- G. Additional Staff Time
1. Staff will need a minimum of 1 hour to set up for each event. If there are additional security requirements that require staff to arrive in advance of 1 hour prior to the event start time, an additional hour for set up will be charged, at the rate as stated in Attachment B.
 2. If staff is asked to stay 15 minutes or more past the scheduled end time of the event, an additional fee will be charged, as stated in Attachment B. This fee will be waived if screening is understaffed or if expected participation is exceeded.
- H. Privacy screens, two sets per screening staff, to create separate screening areas within a screening event are available if requested by the County for an additional fee as stated in Attachment B.
- I. Registration staff will be provided for no additional fee at events with 75 or more participants expected and/or events with a flow rate of 20 participants an hour or greater. Requests for registration staff for events that have less than the above noted participants will be billed at the rate as stated in Attachment B.
- J. A small event fee will be billed at the rates as stated in Attachment B, at events with fewer than 30 screenings ordered. This fee applies in addition to the 90% minimum on the number ordered. Events with breaks in the screening schedule 2 hours or greater will be treated as separate events.
- K. Each screening event must be a minimum of 4 consecutive hours in length. A per hour staff fee to make up the hours to get to minimum is stated in Attachment B.
- L. For non-standard screening hours, which are those scheduled on holidays, weekends, evenings where the end time is after 7:00 p.m., or the start time is earlier than 7:30 a.m., an additional fee as stated in Attached B will be charged.
- M. If County cancels or makes to an already scheduled biometric screening the following fees will be incurred:
1. Cancellation 10 business days or less prior to the scheduled date - 50% of estimated fees*;

2. Cancellation 11-15 business days prior to scheduled date-25% of estimated event fees*; or
3. Cancellation 16-20 business days prior to scheduled date-15% of estimated event fees*.
4. Additional fees apply for the following changes if made within 10 business days or less prior to the event date; changes made to the address < 20 miles distant, start or end time change up to 2 hours, change in services rendered that does not affect staffing mix or quantity, etc. or changes made to the address > 20 miles distant, start or end time change of 2 hours or more, change in services that requires any staffing changes, etc.
5. Additional fees apply for increases made to the estimated participation within 10 business days or less prior to the event requiring additional staff or expedited shipping.

*The estimated fees and event fees will be based the final registration schedule and will include any additional fees that were agreed upon by the contractor and County.

- N. Biometric technical support will be provided live by Contractor’s in-house representatives. Representatives will help participants with questions about biometric screening scheduling and completion and the Biometric Health Screening Confirmation Form.
- O. Each on-site screening appointment will include:
 1. Collection of biometric values and feedback on each, comparing individual participant results to national standards;
 2. Screening Results Brochure containing individual participant results and a call to action;
 3. Program information sheet, including information on completing the HRA and Non-Smoking Attestation;
 4. Participant Satisfaction Survey; and
 5. Immediate Referral Form (if applicable for participants with values requiring immediate follow up).
- P. Provide a mechanism for participants to complete their biometric screening at a local lab facility. Results will be loaded to the contractor’s system within 14 business days of the collection date. The biometric screening at the lab will consist of a fasting blood draw and the facility will be able to collect and report directly to Contractor, at minimum:
 1. Height, weight, and waist measurements
 2. Blood pressure
 3. Total cholesterol
 4. HDL
 5. Glucose
 6. LDL
 7. Triglycerides
- Q. In the event that a participant’s complete set of values may be unobtainable or certain measures do not yield a result; the contractor will collect a second sample at the screening. This may occur for a variety of reasons, including but not limited to: the participant’s values are outside of the testable range of the testing equipment, the participant is dehydrated, or there is a high hematocrit level in the blood sample collected. If the second sample does not yield results, the participant will be referred to their physician. The participant will still receive onsite

consultation on all other values, and their participation will be counted towards the per event minimum.

- R. Use Biometric Health Screening Confirmation Forms in which participants can submit recent test results (within last six months prior to the start of the Biometric Screening date range) via an affidavit from their physician verifying completion of the required tests. Once received by the contractor, the results will be loaded to the contractor’s system within 14 business days of the receipt date.
- S. Provide a mechanism for participants to complete their biometric screening at home. The at home biometric screening kit includes the kit contents (instructions, supplies for sample collection, return mailer, patient info card), cover letter, and prepaid postage to send sample to the lab. Kits will be shipped within 3 business days of kit request. A minimum of 50 kits ordered per program year applies. Results will be loaded to the contractor’s system within 14 business days of the collection date. The at home kit will be able to collect and report directly to the Contractor, at minimum:
 - 1. Total Cholesterol
 - 2. HDL
 - 3. LDL
 - 4. Triglycerides
 - 5. Glucose
- T. Contractor will send the County a file, not more than twice per incentive period, for County to outreach to participants with missing values on their Biometric Health Screening Confirmation Forms. Only those participant forms with no values will be listed on the report. Additional reports can be sent to County for an additional fee as stated in the Attachment B.
- U. County will provide a designated site coordinator at each location who will be responsible for event promotion, room reservations, and greeting the screening staff the day of the event. This individual would also act as the main point of contact for the Screening Team.

VII. Non-Smoker Attestation

- A. Develop a process for participants to complete a Non-Smoker attestation attesting that one of the following statements is true:
 - 1. I have never smoked; or
 - 2. I have been tobacco free for the last 30 days; or
 - 3. I have tried a smoking cessation program in the last 12 months; or
 - 4. I am currently enrolled in a smoking cessation program.
- B. Provide convenient access to the non-smoker attestation including on-line, telephonic, if request by County, and paper forms. Mailing of materials will be done by Contractor. County will be responsible for cost of mailing the paper form at actual U.S. Postal rates.
- C. Technical support will be provided live by Contractor’s in-house representatives. Representatives will help participants with questions about the completion of the non-smoker attestation.
- D. Paper versions of the non-smoker attestation will be loaded to the contractor’s system within 14 business days of the receipt date.

VIII. Data Management and Reporting

- A. Reporting will be offered on a monthly, quarterly, and annual basis. Depending on the report, it will be made available to the County within 15/45/90 or days of the end of reporting period, depending upon the report.
- B. The County will be provided Contractor’s standard reporting package which includes pertinent, easy to understand program measures that monitor the utilization, impact, and success of each program component. The following standard reports will be available to the County:
 1. Weekly Health Assessment Completion Report during incentive period.
 2. Monthly Report which includes:
 - a. HRA Completion
 - b. Telephonic coaching participation details
 - c. Activity participation
 - d. Web portal tool and resource utilization
 - e. HelpLine calls
 - f. Participant communications
 - g. Incentives earned
 3. Quarterly Report (every 90 days) which includes:
 - a. Population profiles (health risk prevalence and number of health risks)
 - b. Program participation summary (HRA and telephonic coaching)
 - c. Participant satisfaction: HRA, Web Portal, and telephonic coaching
 4. Annual Biometric Screenings Participation Report which includes:
 - a. Screening event details
 - b. Participant summary
 - c. Participant satisfaction
 - d. Site coordinator feedback
 5. Lifestyle Management Telephonic Coaching Outcomes (if applicable) which includes:
 - a. Telephonic coaching participation (if applicable)
 - b. Health risk specific lifestyle and behavior change details
 6. Key Findings and Recommendations Report which includes:
 - a. Demographic profile of Health Assessment Participant
 - b. Population health risk profile (i.e. health risk prevalence, number of health risks)
 - c. Productivity impacts related to health risks
 - d. Estimated avoidable costs of health risks
 - e. Compliance with recommended screenings and immunizations
 - f. Readiness to change unhealthy behaviors
- C. Data Feeds to and from the County (or County designee)
 1. Data Feeds will be sent to the County’s Benefits Center for incentive purposes no later than 15 days after the end of the month that is being reported on.
 2. Data feeds will contain, at a minimum:
 - a. Eligible Participant Name
 - b. Eligible Participant Identifier(s)

- c. Biometric Completion Status
 - d. Health Risk Assessment Completion Status
 - e. Non-Smoking Attestation Completion Status
3. County will provide bi-monthly eligibility feeds (two per month). Contractor will provide up to 2 exports for incentive purposes during the contract period.
 4. At the County’s request transfer actionable data to the County which may include partial or complete HRA metrics, demographic information, biometric completion status, health risk assessment completion status, and non-smoking attestation completion status. Additional file feeds are at the rate stated in Attachment B.

IX. Communication Materials

- A. Development of Communication Materials which will include one of Contractor’s existing themes with the following pieces:
 1. 1 print brochure
 2. 6 print postcards
 3. 6 emails
 4. 15 electronic targeted messages
- B. Mailing of materials will be done by Contractor.
- C. County will be responsible for cost of mailing at actual U.S. Postal Service rates.
- D. Adjustments to communications materials can be made, at the County’s requests, within the same overall budget.
- E. Minimum print run for all communication is 1,000 pieces.
- F. County is responsible for full payment of all customized print pieces, as requested.

X. Self-Directed Coaching

- A. Self-Directed Coaching (“SDC”) Programs are self-paced and on-demand interactive learning tools to support individuals in achieving healthy lifestyle changes. Once a Participant has completed an online mini-assessment, the tailoring technology develops an individualized Program that follows established behavior-change guidelines. Each journey is self-paced, and Programs are available in a variety of health topics.
- B. Participants will have access to SDC through the StayWell Portal.
- C. Each Participant will select a topic of interest and will be prompted to complete a topic assessment that will identify their current risk and stage of change. A post-assessment will be presented at Program completion. Participants may progress through SDC Programs at their own pace.
- D. Participants may complete multiple topics multiple times within each Program Year. Participants may be in more than one topic at a time.
- E. The five Program topics include:
 1. Eat Well
 2. Move More
 3. Stress Less
 4. Smoke Free
 5. Weight Control

F. Standard communications

1. StayWell will send Participants 4 promotion emails, bi-weekly for 2 months.
2. Poster; client prints.
3. Flyer; client prints
4. Postcard; client prints
5. Email templates; client prints
6. Weekly participant emails

G. Telephonic Health Coaching – one on one telephonic coaching which is billed per the rates stated in Attachment B.

1. Telephone Health Coaching includes 8 topics: Nutrition, Weight, Stress, Back Care, Smoking, Cholesterol, Blood Pressure, and Physical Activity.
2. The County will be billed after call one has been completed and the second call has been scheduled.
3. Engagement of participants includes online instant invitation and, if requested by County, outbound phone calls for those at moderate/high risk as identified in the Health Risk Assessment.
4. Provide unlimited series of coaching calls over the current contract year, made on a personalized schedule.
5. Participants will be able to contact their coach as needed, even after formal program completion, to get the support they need to maintain their progress in making healthy change.

XI. Additional Services

At the County’s request, Contractor will provide the following services:

A. StayWell Charge

1. StayWell Charge is the overall name for challenges offered by StayWell, with several topics of challenges that range in time duration.
2. Million Steps Challenge
 - a. Year-long activity Challenge that engages Participants over the course of the Program Year and helps motivate Participants to increase physical activity.
 - b. Device integration with the portal is included; however purchase of the actual devices is additional.
 - c. Participants will have access to the online Charge Challenge, Million Steps, through the StayWell Portal.
3. StayWell Charge Relay Challenges
 - a. The Charge Relay Challenges are add-on challenges available for purchase within StayWell Charge. Client must purchase and implement the Million Steps Challenge in order to use other relay challenges.
 - 1) Sleep Well Challenge
 - 8-week challenge that engages Participants to build healthy sleep habits.
 - Participants can choose to track their sleep data either through a device or by manual entry.

- Device integration with the portal is included; however, purchase of the actual devices is additional.
- Participants will have access to the online Charge Challenge, Sleep Well, through the StayWell Portal.
- Completion of the Sleep Well Challenge is the submission of the final Assessment.

2) StayWell Calm Challenge

- Calm is a 6-week journey through understanding and developing skills around the practice of mindfulness and the benefits of gratitude.
- During the 6-week challenge, participants will navigate both the formal and informal practice of mindfulness while sharing daily gratitude.
- Once the participant has completed the 6-week program, they have the opportunity to reassess their skills, to reflect and compare where their risks still lie and where they have improved.

3) Nutrispend

- Nutrispend is a 12-week skill development challenge that teaches participants about healthy eating and financial budgeting skills.
- Nutrispend is accessible through the StayWell Portal and StayWell app.
- Completion of Nutrispend is dependent upon a participant submitting the final assessment.

B. Destination Challenges

1. Provided by our subcontractor, Health Enhancement Systems (“HES”), these challenges are interactive content and tools that engage Participants over the course of several weeks and are designed to be fun and engaging activities that help motivate Participants in making lifestyle changes (“Destination Challenges”).
2. Timeframes, tasks, key milestones, and the task owner for Destination Challenges will be outlined in the Project Plan in accordance with the Standard Configuration Options.
3. Participants will have access to online Destination Challenges through the StayWell Portal.
4. County will review and approve electronically in the form of an email all online Destination Challenge materials designed by StayWell prior to distribution.
5. Device integration is available with the online Destination Challenges (optional and at additional fees).
 - a. Standard Communications; StayWell will send Participants 2 registration emails and 1 completion email (no customization).
 - b. Poster/flyer; included in HES implementation guide for client customization and delivery.
 - c. Articles; included in HES implementation guide for client customization and delivery.
 - d. Social Media Package; included in HES implementation guide for client customization and delivery.

- e. Logo; included in HES implementation guide for client customization and delivery
- f. PowerPoint presentation; included in HES implementation guide for client customization and delivery.
- g. Weekly Participant emails; HES sends.
- h. Welcome email; HES sends.
- i. Team invite emails, if applicable; HES sends.

C. StayWell Ignite – Weight Management

- 1. This intense coaching solution for participants identified as having Metabolic Syndrome or considered obese.
- 2. Participants will enroll in a 12-week program that requires weekly participation in group discussions and group coaching conversations. Each week will have a focus or topic, the coaching conversations and discussion topics will follow that topic/theme. A Participant dashboard of activity is displayed on StayWell Portal.
- 3. Participants will receive a digital scale and activity tracking device that they will utilize during the program allowing the coach to monitor progress in the program.
- 4. A personal intake session is first conducted with their coach subsequent Group Coaching environment using Google Hangouts (or equivalent technology).
- 5. There is a minimum of 6 and a maximum of 8 participants per group on the group coaching program.
- 6. Sessions are scheduled on approximately a calendar, quarterly basis. Sessions can include Participants from multiple StayWell clients.

D. StayWell Onpoint Group Coaching

- 1. The Onpoint solution is StayWell’s proprietary diabetes condition management program.
- 2. Onpoint includes the following components:
 - a. Onpoint Tracking
 - 1. Onpoint Tracking is available for participants to track their physical activity, blood glucose levels, sleep and weight.
 - 2. A participant can choose to track his or her activity, blood glucose levels, weight and sleep either through connecting the Participant’s own supported Bluetooth-enabled device or by manual entry directly into the StayWell platform.
 - 3. Device integration is supported through Validic, and is available for Apple HealthKit.
- 3. Onpoint Community
 - a. Onpoint Community introduces individuals diagnosed with Type I and Type II.
 - b. Diabetes to a community of other individuals identified as Diabetic with the purpose of building knowledge and skills to successfully manage their condition and providing an ongoing support program.
 - c. Eligibility for Onpoint Community is based on participant responses to a brief questionnaire, including a diagnosis of Type I or Type II Diabetes.

- d. Onpoint participants have the ability to connect directly with a Nurse Coach through secure messaging within the Onpoint dashboard.
- e. Onpoint Community is accessible through the StayWell Portal.
- f. Device integration with Onpoint Community is included. Devices are not included.

4. StayWell Together

- a. StayWell Together is a group coaching program that engages participants in topics facing family well-being.
- b. A participant must be on the eligibility file of the client to enroll and participate in StayWell Together.
- c. Participants will enroll in a 6-week program that requires weekly participation in group discussions and weekly tasks. The coaching conversations and discussion posts follow a weekly topic.
- d. Groups are categorized based on the age of participating family members: Newborn-Prekindergarten, Elementary, Middle School, and High School.
- e. 7 family units are within a session. One family unit is equivalent to two participants.
- f. Content provided is specific to the demographic(s) and health risk(s) of the family.
- g. Sessions are scheduled on approximately a calendar, triannual basis. Sessions can include Participants from multiple StayWell clients.
- h. Participants will have access to StayWell Together through the StayWell Portal.
- i. Completion of StayWell Together is dependent on a participant attending 4 sessions.

E. Mindfulness Series

- 1. The Best Possible You: Mindfulness Workshop Series is a set of three workshops that are self-paced and on-demand interactive learning introducing the topic of Mindfulness. Each Mindfulness Workshop takes approximately 15 minutes to complete.
 - a. All eligibles have access to Mindfulness Series through the StayWell Portal.
 - b. County cannot change Mindfulness Workshop titles, content or reporting.
 - c. County may configure Mindfulness Workshops to display in the StayWell News, To Do List, Programs Page, and HealthPath Assist on the StayWell Portal.
 - d. County will receive quarterly engagement data. Incentive criteria will be awarded at completion of each Mindfulness Workshop. Standard incentive options apply.
 - e. County must provide requirements 20 business days prior to product launch when launching Mindfulness Workshops Series not on the initial Launch Date.
 - f. County must provide requirements at the same time as it provides StayWell Portal requirements when launching Mindfulness Workshops Series in conjunction with the StayWell Portal.
- 2. 21 Day Guided Meditation: 21 Day Guided Meditation is a series of 21 videos that have audio that walks a user through different meditation techniques. The Series guides

Participants from a seven (7) minute meditation during the first video and ends with a 20-minute meditation on day 21.

- a. All eligibles have access to Guided Meditation through the StayWell Portal, mobile or desktop version.
- b. Meditations range in duration as they build to 20 minutes of meditation.
- c. County cannot change titles, content or reporting.
- d. County may configure links for the guided meditation to display in the StayWell News, To Do List, Programs Page, and HealthPath Assist on the StayWell Portal.
- e. County will receive quarterly engagement data.
- f. County must provide requirements 20 business days prior to product launch when launching Mindfulness Solution not in the initial Launch Date.
- g. County must provide requirements at the same time as it provides StayWell Portal requirements when launching Mindfulness Solution in conjunction with the StayWell Portal.
- h. County must approve product in staging six (6) business days prior to launch.

3. Standard Communications

- a. StayWell will send Participants two (2) registration emails (one for The Best Possible You and one for Meditation).

F. Financial Wellness Workshop

1. The Financial Wellness Learning Module Series is a set of workshops that are self-paced and on-demand interactive learning introducing the topics supporting financial wellness. Each workshop takes approximately 15 minutes to complete.
 - a. All eligibles have access to Series through the StayWell Portal.
 - b. County cannot change Workshop titles, content or reporting.
 - c. County may configure Workshops to display in the StayWell News, To Do List, Programs Page, and HealthPath Assist on the StayWell Portal.
 - d. County will receive quarterly aggregate, de-identified engagement data. Incentive criteria will be awarded at completion of each Workshop. Standard incentive options apply.
 - e. County must provide requirements 20 business days prior to product launch when launching Workshops Series not on the initial Launch Date.
 - f. County must provide requirements at the same time as it provides StayWell Portal requirements when launching Workshops Series in conjunction with the StayWell Portal.

G. Sleep Workshop

1. The Sleep Learning Module Series is a set of workshops that are self-paced and on-demand interactive learning introducing the topics supporting the topic of sleep. Each workshop takes approximately 15 minutes to complete.
 - a. All eligibles have access to Series through the StayWell Portal.
 - b. County cannot change Workshop titles, content or reporting.
 - c. County may configure Workshops to display in the StayWell News, To Do List, Programs Page, and HealthPath Assist on the StayWell Portal.

- d. County will receive quarterly aggregate, de-identified engagement data. Incentive criteria will be awarded at completion of each Workshop. Standard incentive options apply.
- e. County must provide requirements 20 business days prior to product launch when launching Workshops Series not on the initial Launch Date.
- f. County must provide requirements at the same time as it provides StayWell Portal requirements when launching Workshops Series in conjunction with the StayWell Portal.

H. Daily Dash

1. The Daily Dash product is StayWell’s proprietary health engagement challenge. Daily Dash includes the following:
 - a. The StayWell Portal will include the Daily Dash challenge feature. Participants can choose from 4 offered topics: Move More, Stress Less, Sleep Tight and Eat Well.
 - b. Participants can receive daily challenge tasks via email.
 - c. Participant can change their topic at any time.

I. Champion Connection

1. Champion Connection provides designated County users with interactive tools and resources that assist County with communicating Programs and services to Participants.
2. County will provide designated users that require access to Champion Connection on the Eligibility File.
3. Includes licenses for up to 50 users.
4. Champion Connection includes 5 core topics (plus 4 additional topics for purchase).
5. Two StayWell Challenges in PDF and digitally with the ability to run them on an administrative tool.
6. Includes messaging functionality for wellness champions to connect. StayWell is not responsible for the content or review of appropriateness of the message where our onsite staff is not pushing the message.

J. Program Management (Onsite Staff)

1. Tasks and Deliverables

StayWell will provide County with a full time onsite wellness program manager (the “Program Manager”) who will work collaboratively with the StayWell client services team, County, and other County vendor partners with the purpose of:

- a. Creating a culture of health.
- b. Increasing awareness and engagement in the company-wide health management programs.
- c. Providing customized support to designated locations/business units.
- d. If applicable, coaching individuals on behavioral changes in order to encourage risk reduction.

2. StayWell will conduct the recruiting and hiring process, but will have mutual agreement with County as to the final job description and final candidate. The Program Manager will be a full-time employee of StayWell with a minimum of an undergraduate college degree in a health related field and at least 2-6 years' of related work experience (based on position).
3. If requested, individual(s) will be located onsite at a specified County location or locations.
4. StayWell will provide the Program Manager with initial orientation/training on the use of StayWell tools and Programs, as well as County specific Program details and expectations.
5. County responsibilities:
 - a. County will be responsible for providing additional training and orientation of the Program Manager with regard to worksite requirements, onsite County staff contacts, and culture.
 - b. County will provide the Program Manager with internet access, County computer (for access to County email directory), office space, desk/chair, locked file cabinet, landline phone, additional office supplies if necessary.
 - c. County will clearly communicate, document, and prioritize expectations, goals, and objectives for the Program Manager to both the Program Manager and their StayWell Staff Manager on at least an annual basis, including any changes that are made throughout the year.
 - d. County will provide regular feedback regarding Program Manager performance to both the Program Manager and their StayWell staff manager.
6. Other:
 - a. Full-time staff will work 40-hour weeks (Standard daily schedule based on an 8 hour workday).
 - b. Separate from standard paid time off days provided to the Program Manager by StayWell, each Program Manager will have three designated days offsite per year for individual professional development, training and volunteerism.
 - c. If Program Manager takes a Leave of Absence, StayWell will hire a temporary, full time replacement for the term of the leave. Program Manager fees remain consistent for term of leave, and includes training for the temporary staff.
 - d. Program Manager merit is consistent with the StayWell employee merit policy. It is based on both annual employee and company performance.
7. General role and responsibilities of the Program Manager, if applicable:
 - a. Strategic Support
 - b. Drive implementation of local wellness Program strategy; ensure programming is consistent with established wellness goals.
 - c. Create and provide direction/support to wellness champion networks.
 - d. Act as the subject matter expert on health & wellness and behavior change topics; consult on County's established strategic wellness initiatives with internal and external partners, as appropriate.
 - e. Utilize data to support recommendations for new health and wellness initiatives.

8. Implementation Support

- a. Assist with day-to-day delivery of established Programs with direction from County and StayWell onsite staff manager.
- b. Coordinate logistics and implement company-wide campaigns, screening promotions, programs, events, etc.
- c. Evaluate and improve upon County policies (e.g., smoking, cafeteria, vending machines).
- d. Assist with Program promotion, including development and/or distribution of promotional materials.
- e. Develop and facilitate educational programs (i.e., courses, workshops, special events, and interactive booths).
- f. Collaborate with onsite HR/benefit teams and other County departments (as applicable).
- g. Develop and maintain files of community resources and health content for augmenting Program delivery when necessary.
- h. Participate in County meetings when appropriate
- i. Conduct one on one health chats with Participants focusing on lifestyle management topics including back care, exercise, nutrition, stress management, smoking cessation, cholesterol control, blood pressure and weight management.

9. Onsite Lifestyle Management Coaching

- a. Coaching topics include weight management, tobacco cessation, stress management, nutrition, physical activity, back care, and blood pressure and cholesterol management.
- b. Eligibles will be notified of onsite coaching options through communications (paper, electronic, direct contact with onsite coach) and can register by setting up an appointment with the coach.
- c. Each onsite lifestyle management coaching Participant will receive a series of personalized and tailored coaching sessions designed to meet the Participant's unique needs, preferences, and interests.
- d. Any Participants interested in participating in onsite lifestyle management coaching may identify themselves to the onsite coach.
- e. As a standard part of the coaching Program, each Participant will receive:
 - After the first coaching session, a health topic-specific booklet, e.g. weight management.
 - After the first coaching session and during subsequent sessions, print and/or electronic health sheets as needed.
 - After the third coaching session, a standard coaching Participant satisfaction survey.

10. Replacement of Program Manager or Termination of Services

- a. In the event County requests that StayWell replace one Program Manager with another Program Manager, StayWell will use reasonable efforts to replace the Program Manager within 90 days of receipt of written request from County.

- b. Notwithstanding the termination of a Program Manager under subsection a. above, County shall remain responsible for any fees due for the Services of a Program Manager for a period of 30 days after the date of notice of termination.

11. Professional Activity and Licensing

- a. The provision of Program Manager Services hereunder is not intended to replace disciplines requiring licensure, such as the practice of medicine. Further, StayWell will notify County if a governmental authority notifies StayWell that any Program Manager must be licensed to provide the Services under this as described in this Section. In such event, StayWell may cease providing the Services that would subject StayWell or the Program Manager to such licensure requirement, unless StayWell and County can agree upon an amendment to the Program Manager Services that would make such licensure unnecessary or delay the Services while such licensure is being obtained (if feasible). Any such cessation shall be effective the earlier of the date required by the governmental authority or upon at least 30 days' prior written notice to County. In the event of a change in law or in the event that a governmental entity's regulations or rules require a change to the Program Manager Services, either party may request to amend this Section with regard to the Services affected. If the parties cannot agree upon such modification within 45 days of the receipt of a notice, either party shall have the right to terminate the Program Manager Services upon 30 days' prior written notice to the other party without penalty to either party. County's sole liability in the event of such termination shall be to pay for Services rendered up to the date of termination.

12. Onsite Personnel Status

- a. StayWell agrees, warrants and represents that it is an independent contractor and that the Program Manager is an employee of StayWell and shall not be considered an employee of County and shall not be entitled to any County employee benefits. County shall not have the right to exercise control over the manner in which the Program Manager performs their duties, except insofar as County requires that performance shall be in accordance with this SOW. StayWell assumes sole and full responsibility for its employees, agents and subcontractors. StayWell and its employees, agents and subcontractors have no authority to make commitments or enter into contracts on behalf of, bind or otherwise obligate County in any manner whatsoever. StayWell, and not County, is solely responsible for the compensation of the Program Manager, and payment of worker's compensation, disability and other income and other similar benefits, unemployment and other similar insurance, and for withholding income, other taxes and social security. In the event that the Program Manager provides the Services on County's premises, StayWell shall ensure that the Program Manager complies with any applicable County policies and procedures.

13. Non Solicitation

- a. Each party recognizes that the employees of the other party, and such employees' loyalty and service to that other party, constitute a valuable asset of that other party. Accordingly, except for general employment solicitations

and responses thereto, each party agrees not to knowingly canvass, solicit directly or indirectly, contract, or hire any employee of the other party during the term of the Agreement and for 12 months after any termination of this Agreement, or 6 months following termination of employment of an employee with the other party, whichever occurs first.

K. Calling Campaign

1. Work in coordination with County to develop an automatic calling campaign to make announcements and reminders for the OC Healthy Steps program. The fees associated as detailed in Attachment B assume the following:
 - a. Campaign Setup
 - Determine type of call campaign (announcement or reminder)
 - Determine target audience
 - Determine general message of the campaign
 - b. Scripting Development
 - Develop draft script
 - Modify script after County provides feedback
 - Test script
 - Finalize script
 - c. Voice Recording
 - Record script
 - Send script to County for review and approval
 - d. Deploy automated outbound calls by using the list of phone numbers provided in the County.
 - e. Administration Fee

L. Wellness Newsletter

1. Contractor will provide the County with copywriting/editing, design and production support. The associated fees as detailed in Attachment B assume the following:
 - a. Each newsletter will be a maximum of 4 pages front and back. Contractor will print, collate, fold and tab the newsletter for mailing.
 - b. County of Orange provides copy direction and outline for each article, as well as any source documents used.
 - c. Contractor will write articles and/or edit provided text as needed.
 - d. Contractor will provide County with final PDFs for posting online.
 - e. Contractor will print, collate, fold and tab newsletters for mailing.
 - f. Contractor will presort, address and check in the newsletters for mailing at the post office.
2. County will be responsible for cost of mailing at actual U.S. Postal Service rates.

Attachment B, Cost/Compensation shall be hereby deleted and replaced in its entirety by Attachment A.1 effective May 13, 2020 for year 6 of the contract.

Attachment A.1

Scope of Work (SOW)

The Contractor will be required, at minimum, to deliver to all eligible participants the following services. For the purpose of this contract, an eligible participant is defined as follows: all eligibles listed on the monthly eligibility file that is transmitted to the Contractor:

I. Customer Service and Operations Support:

- A. Provide a dedicated toll-free telephone number for participant access to HelpLine Representatives.
- B. Responds to participant questions.
- C. Provides multilingual support or access to translation representatives with use of Language Line. Charges for the Language line will be billed as incurred at \$1.65/minute as per Attachment B.1.
- D. Assist participants with questions about passwords and logging in, security and confidentiality, Biometric and Health Risk Assessment questionnaire completion, and incentives.
- E. Handle participant inquiries regarding general appeals and the appeals process.
- F. HelpLine Representatives are available from 6 a.m. to 6 p.m. Monday through Thursday; 6 a.m. to 4 p.m. on Friday; and 6 a.m. to 10 a.m. on Saturday (PT), excluding the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day.
- G. Provide extended HelpLine hours for not more than two weeks toward the end of the incentive period, if it is determined necessary by the County and Contractor. The charge for extended hours would be at the rate as stated per Attachment B.1, which includes three staff for an additional two hours, Monday-Thursday until 8:00 p.m. and Friday until 6:00 p.m.
- H. Voice messages are to be returned within 24 hours or at the time indicated in the caller's message, during operational hours as listed in the Scope of Work.
- I. Ability to handle warm transfers to the County or other County program partners.
- J. Staffing and continuous evaluation of service levels to the performance agreements set forth in the contract with the County.
- K. Provide call recording system.

II. Web Portal: My StayWell

- A. Provide and maintain an on-line web portal that gives participants access to wellness content, a Health Risk Assessment, wellness challenges, team competitions and goal tracking (if applicable), monthly wellbeing sessions (online and mobile), educational materials, Doctor Chat access to 80,000 US-licensed physicians, and incentive tracking. Communities (Champion) features with local level events, messaging and social walls, health coach chat and virtual visits (if applicable), data feeds (imports and exports).
- B. Provide and maintain an on-line web portal that gives participants, who are not required to participate in the County's Wellness Program, access to wellness content, wellness challenges (if applicable), and educational materials.
- C. Web portal content will be updated as necessitated by medical advances or on a component basis. Content that encompasses medical specialties that change quickly, such as heart disease, diabetes, nutrition and cancer, will be reviewed and updated annually. The interactive tools —

all calculators and condition-related risk assessments as well as quizzes relating to specific health topics will be reviewed annually.

- D. Protect the privacy of participants by requiring users to enter a unique user id and password combination to gain entry. Passwords will be encrypted using a one-way hash algorithm before being stored in our database. The Web Portal will use the County’s demographic file to ensure only those eligible have access to their individual information. Contractor will secure all data transmitted to and from the Web Portal application using at least 128bit SSL encryption. Once participants are logged into the Web Portal, all data is secured by Contractor’s physical, technical, and procedural controls.
- E. Web Portal will include an automatic timeout default of 30 minutes of inactivity on the system and participants will be logged out.

III. Incentive Administration

- A. Using the County’s incentive requirements, the Points Bank tool will list the required activities for completion of the County’s Wellness program.
- B. The Points Bank will list all the available activities in the County’s incentive design in which participants can click on each activity to get a description of the activity as customized by the County. These descriptions will also contain links to the activity, a PDF form, and/or applicable websites.

IV. Health Risk Assessment (HRA)

- A. Coordinate and conduct an annual Health Risk Assessment campaign designed to identify existing and emerging health issues, and to provide a baseline for establishing a health improvement/maintenance plan.
- B. The questionnaire should contain sufficiently plain language so as to be able to be completed by participants without assistance from a medical professional.
- C. HRA technical support will be provided live by Contractor’s in-house representatives. Representatives will help participants with questions about passwords and logging in, security and confidentiality, HRA completion, incentives, and offer guidance on HRA results, intervention support and provide referrals to other County program components.
- D. HRA will be written at a 6th – 7th grade reading level. Any changes to the reading level must be approved, in writing and in advance, by the County.
- E. Online HRA results will be available immediately after the participant has submitted their online assessment.

V. Biometric Screening

- A. Develop a Biometric Screening process consisting of cost-efficient health tests that will be administered by qualified individuals in locations convenient and accessible to participants. The Biometric Screenings will include:
 - 1. Height, weight, and waist measurements
 - 2. Blood pressure
 - 3. Total cholesterol
 - 4. HDL
 - 5. Glucose
 - 6. Screening materials and supplies
 - 7. 3-5 minute results review
 - 8. Individualized results forms

9. Printing of consent forms
 10. Screening satisfaction surveys
 11. Health Risk Assessment (HRA) ½ sheet to provide instruction on HRA completion and deadline
 12. Upload of data into Contractor’s system within 14 business days of each event
 13. Travel of screening staff within a Metropolitan Statistical Area
 14. Shipping of supplies
 15. Biohazard disposal fees
 16. Permit fees
- B. Provide and manage a system to schedule Biometric Screenings online. Participants can receive reminders to schedule Biometric Screenings to facilitate participant participation as part of the County communication plan.
- C. Coordinate Biometric screenings at the County’s request on the dates and locations provided by the Country. Screening coordination will include:
1. Development and management of a client work plan to ensure consistent and efficient delivery.
 2. Assistance in defining screening measurements and delivery strategy to maximize event efficiency, vendor selection and coordination.
 3. Consultation on event communications strategy to maximize participation and engagement.
 4. Determination/collection of program logistics and site specific information.
 5. Creation of screening schedule to maximize participation and efficiency.
 6. Determination and facilitation of appropriate automated screening value load process
 7. Customization of Health Assessment instruction sheet to educate participants on additional program opportunities.
 8. Customized Screening Implementation Presentation and Kick off call.
 9. Telephonic site coordinator training on Screening Implementation process.
 10. Customization of standard promotional materials.
 11. Creation of Frequently Asked Questions to ensure all program components are well defined and information is easily accessible.
 12. Use, customization and monitoring of online scheduling tool.
 13. Creation of paper scheduling templates as applicable.
 14. Working with designated site coordinator at each screening location.
 15. Ordering, shipping, and inventory management of screening supplies.
 16. Deployment, collection and monitoring of site coordinator evaluations.
 17. Development of client specific training materials for screening staff.
 18. Regular calls with client and screening vendor.
 19. Screening final report to include participation and satisfaction results.
- D. County agrees to use vendor’s standard consent form and customization will be provide at additional cost as stated in Attachment B.1.
- E. Initial location list and expected participation will be provided by County to contractor at least 8 weeks prior to the first event. All dates, times, locations and eligibles must be confirmed by

County to contractor 6 weeks prior to the first event. If it is necessary to add hours or days to the confirmed schedule, additional short notice fees, as stated in Attachment B.1, may apply.

F. Requests for bilingual staff must be provided 6 weeks in advance of the event and are subject to availability. Additional fees as stated in Attachment B.1 may apply.

G. Additional Staff Time

1. Staff will need a minimum of 1 hour to set up for each event. If there are additional security requirements that require staff to arrive in advance of 1 hour prior to the event start time, an additional hour for set up will be charged, at the rate as stated in Attachment B.1.

2. If staff is asked to stay 15 minutes or more past the scheduled end time of the event, an additional fee will be charged, as stated in Attachment B.1. This fee will be waived if screening is understaffed or if expected participation is exceeded.

H. Privacy screens, two sets per screening staff, to create separate screening areas within a screening event are available if requested by the County for an additional fee as stated in Attachment B.1.

I. Registration staff will be provided for no additional fee at events with 75 or more participants expected and/or events with a flow rate of 20 participants an hour or greater. Requests for registration staff for events that have less than the above noted participants will be billed at the rate as stated in Attachment B.1.

J. A small event fee will be billed at the rates as stated in Attachment B.1, at events with fewer than 30 screenings ordered. This fee applies in addition to the 90% minimum on the number ordered. Events with breaks in the screening schedule 2 hours or greater will be treated as separate events.

K. Each screening event must be a minimum of 4 consecutive hours in length. A per hour staff fee to make up the hours to get to minimum is stated in Attachment B.1.

L. For non-standard screening hours, which are those scheduled on holidays, weekends, evenings where the end time is after 7:00 p.m., or the start time is earlier than 7:30 a.m., an additional fee as stated in Attached B will be charged.1.

M. If County cancels or makes to an already scheduled biometric screening the following fees will be incurred:

1. Cancellation 10 business days or less prior to the scheduled date - 50% of estimated fees*;

2. Cancellation 11-15 business days prior to scheduled date-25% of estimated event fees*; or

3. Cancellation 16-20 business days prior to scheduled date-15% of estimated event fees*.

4. Additional fees apply for the following changes if made within 10 business days or less prior to the event date; changes made to the address < 20 miles distant, start or end time change up to 2 hours, change in services rendered that does not affect staffing mix or quantity, etc. or changes made to the address > 20 miles distant, start or end time change of 2 hours or more, change in services that requires any staffing changes, etc.

5. Additional fees apply for increases made to the estimated participation within 10 business days or less prior to the event requiring additional staff or expedited shipping.

*The estimated fees and event fees will be based the final registration schedule and will include any additional fees that were agreed upon by the contractor and County.

N. Biometric technical support will be provided live by Contractor’s in-house representatives. Each on-site screening appointment will include:

1. Collection of biometric values and feedback on each, comparing individual participant results to national standards;
2. Screening Results Brochure containing individual participant results and a call to action;
3. Program information sheet, including information on completing the HRA and Non-Smoking Attestation;
4. Participant Satisfaction Survey; and
5. Immediate Referral Form (if applicable for participants with values requiring immediate follow up).

O. Provide a mechanism for participants to complete their biometric screening at a local lab facility. Results will be loaded to the contractor’s system within 14 business days of the collection date. The biometric screening at the lab will consist of a fasting blood draw and the facility will be able to collect and report directly to Contractor, at minimum:

1. Height, weight, and waist measurements
2. Blood pressure
3. Total cholesterol
4. HDL
5. Glucose
6. LDL
7. Triglycerides

P. In the event that a participant’s complete set of values may be unobtainable or certain measures do not yield a result; the contractor will collect a second sample at the screening. This may occur for a variety of reasons, including but not limited to: the participant’s values are outside of the testable range of the testing equipment, the participant is dehydrated, or there is a high hematocrit level in the blood sample collected. If the second sample does not yield results, the participant will be referred to their physician. The participant will still receive onsite consultation on all other values, and their participation will be counted towards the per event minimum.

Q. Use Biometric Health Screening Confirmation Forms in which participants can submit recent test results (within last six months prior to the start of the Biometric Screening date range) via an affidavit from their physician verifying completion of the required tests. Once received by the contractor, the results will be loaded to the contractor’s system within 14 business days of the receipt date.

R. Provide a mechanism for participants to complete their biometric screening at home. The at home biometric screening kit includes the kit contents (instructions, supplies for sample collection, return mailer, patient info card), cover letter, and prepaid postage to send sample to the lab. Kits will be shipped within 3 business days of kit request. A minimum of 50 kits ordered per program year applies. Results will be loaded to the contractor’s system within 14 business days of the collection date. The at home kit will be able to collect and report directly to the Contractor, at minimum:

1. Total Cholesterol
2. HDL

3. LDL
4. Triglycerides
5. Glucose

- S. Contractor will send the County a file, not more than twice per incentive period, for County to outreach to participants with missing values on their Biometric Health Screening Confirmation Forms. Only those participant forms with no values will be listed on the report. Additional reports can be sent to County for an additional fee as stated in the Attachment B.1.
- T. County will provide a designated site coordinator at each location who will be responsible for event promotion, room reservations, and greeting the screening staff the day of the event. This individual would also act as the main point of contact for the Screening Team.

VI. Non-Smoker Attestation

- A. Develop a process for participants to complete a Non-Smoker attestation attesting that one of the following statements is true:
1. I have never smoked; or
 2. I have been tobacco free for the last 30 days; or
 3. I have tried a smoking cessation program in the last 12 months; or
 4. I am currently enrolled in a smoking cessation program.
- B. Technical support will be provided live by Contractor’s in-house representatives. Representatives will help participants with questions about the completion of the non-smoker attestation.

VII. Data Management and Reporting

- A. Reporting will be offered on a monthly, quarterly, and annual basis. Depending on the report, it will be made available to the County within 15/45/90 days after the end of the reporting period.
- B. The County will be provided Contractor’s standard reporting package which includes pertinent, easy to understand program measures that monitor the utilization, impact, and success of each program component. The following standard reports will be available to the County:
1. Weekly Health Assessment Completion Report during incentive period.
 2. Monthly Report which includes:
 - a. HRA Completion
 - b. Telephonic coaching participation details
 - c. Activity participation
 - d. Web portal tool and resource utilization
 - e. HelpLine calls
 - f. Incentives earned
 3. Quarterly Report (every 90 days) which includes:
 - a. Population profiles (health risk prevalence and number of health risks)
 - b. Program participation summary (HRA and telephonic coaching)
 - c. Participant satisfaction: HRA, Web Portal, and telephonic coaching
 4. Annual Biometric Screenings Participation Report which includes:

- a. Screening event details
 - b. Participant summary
 - c. Participant satisfaction
 - d. Site coordinator feedback
 - 5. Lifestyle Management Telephonic Coaching Outcomes (if applicable) which includes:
 - a. Telephonic coaching participation (if applicable)
 - b. Health risk specific lifestyle and behavior change details
 - 6. Key Findings and Recommendations Report which includes:
 - a. Demographic profile of Health Assessment Participant
 - b. Population health risk profile (i.e. health risk prevalence, number of health risks)
 - c. Productivity impacts related to health risks
 - d. Estimated avoidable costs of health risks
 - e. Compliance with recommended screenings and immunizations
 - f. Readiness to change unhealthy behaviors
 - C. Data Feeds to and from the County (or County designee)
 - 1. Data Feeds will be sent to the County’s Benefits Center for incentive purposes no later than 15 days after the end of the month that is being reported on.
 - 2. Data feeds will contain, at a minimum:
 - a. Eligible Participant Name
 - b. Eligible Participant Identifier(s)
 - c. Biometric Completion Status
 - d. Health Risk Assessment Completion Status
 - e. Non-Smoking Attestation Completion Status
 - 3. County will provide bi-monthly eligibility feeds (two per month). Contractor will provide up to 2 exports for incentive purposes during the contract period.
 - 4. At the County’s request transfer actionable data to the County which may include partial or complete HRA metrics, demographic information, biometric completion status, health risk assessment completion status, and non-smoking attestation completion status. Additional file feeds are at the rate stated in Attachment B-1.

VIII. Communication Materials

- A. Development of Communication Materials which will include one of Contractor’s existing themes with the following pieces:
 - 1. 1 print brochure
 - 2. 6 print postcards
 - 3. 6 emails
 - 4. 15 electronic targeted messages
- B. Mailing of materials will be done by Contractor.
- C. County will be responsible for cost of mailing at actual U.S. Postal Service rates.
- D. Adjustments to communications materials can be made, at the County’s requests, within the same overall budget.

E. Minimum print run for all communication is 1,000 pieces.

F. County is responsible for full payment of all customized print pieces, as requested.

IX. Telephonic Health Coaching

A. Telephonic Health Coaching – one on one telephonic coaching which is billed per the rates stated in Attachment B.1.

1. Telephone Health Coaching includes 8 topics: Nutrition, Weight, Stress, Back Care, Smoking, Cholesterol, Blood Pressure, and Physical Activity.
2. The County will be billed after call one has been completed and the second call has been scheduled.
3. Engagement of participants includes online instant invitation and, if requested by County, outbound phone calls for those at moderate/high risk as identified in the Health Risk Assessment.
4. Provide unlimited series of coaching calls over the current contract year, made on a personalized schedule.
5. Participants will be able to contact their coach as needed, even after formal program completion, to get the support they need to maintain their progress in making healthy change.

X. Additional Services

At the County’s request, Contractor will provide the following services:

A. Destination Challenges

1. Provided by our subcontractor, Health Enhancement Systems (“HES”), these challenges are interactive content and tools that engage Participants over the course of several weeks and are designed to be fun and engaging activities that help motivate Participants in making lifestyle changes (“Destination Challenges”).
2. Timeframes, tasks, key milestones, and the task owner for Destination Challenges will be outlined in the Project Plan in accordance with the Standard Configuration Options.
3. Participants will have access to online Destination Challenges through the StayWell Portal.
4. County will review and approve electronically in the form of an email all online Destination Challenge materials designed by StayWell prior to distribution.
5. Device integration is available with the online Destination Challenges (optional and at additional fees).
 - a. Standard Communications; StayWell will send Participants 2 registration emails and 1 completion email (no customization).
 - b. Poster/flyer; included in HES implementation guide for client customization and delivery.
 - c. Articles; included in HES implementation guide for client customization and delivery.
 - d. Social Media Package; included in HES implementation guide for client customization and delivery.
 - e. Logo; included in HES implementation guide for client customization and delivery
 - f. PowerPoint presentation; included in HES implementation guide for client customization and delivery.

- g. Weekly Participant emails; HES sends.
- h. Welcome email; HES sends.
- i. Team invite emails, if applicable; HES sends.

B. StayWell Ignite – Weight Management

1. This intense coaching solution for participants identified as having Metabolic Syndrome or considered obese.
2. Participants will enroll in a 12-week program that requires weekly participation in group discussions and group coaching conversations. Each week will have a focus or topic, the coaching conversations and discussion topics will follow that topic/theme. A Participant dashboard of activity is displaced on StayWell Portal.
3. Participants will receive a digital scale and activity tracking device that they will utilize during the program allowing the coach to monitor progress in the program.
4. A personal intake session is first conducted with their coach subsequent Group Coaching environment using Google Hangouts (or equivalent technology).
5. There is a minimum of 6 and a maximum of 8 participants per group on the group coaching program.
6. Sessions are scheduled on approximately a calendar, quarterly basis. Sessions can include Participants from multiple StayWell clients.

C. StayWell Onpoint Group Coaching

1. The Onpoint solution is StayWell’s proprietary diabetes condition management program.
2. Onpoint includes the following components:
 - a. Onpoint Tracking
 1. Onpoint Tracking is available for participants to track their physical activity, blood glucose levels, sleep and weight.
 2. A participant can choose to track his or her activity, blood glucose levels, weight and sleep either through connecting the Participant’s own supported Bluetooth-enabled device or by manual entry directly into the StayWell platform.
 3. Device integration is supported through Validic, and is available for Apple HealthKit.
 3. Onpoint Community
 - a. Onpoint Community introduces individuals diagnosed with Type I and Type II.
 - b. Diabetes to a community of other individuals identified as Diabetic with the purpose of building knowledge and skills to successfully manage their condition and providing an ongoing support program.
 - c. Eligibility for Onpoint Community is based on participant responses to a brief questionnaire, including a diagnosis of Type I or Type II Diabetes.
 - d. Onpoint participants have the ability to connect directly with a Nurse Coach through secure messaging within the Onpoint dashboard.
 - e. Onpoint Community is accessible through the StayWell Portal.

D. Program Management (Onsite Staff)

1. Tasks and Deliverables

StayWell will provide County with a full time onsite wellness program manager (the “Program Manager”) who will work collaboratively with the StayWell client services team, County, and other County vendor partners with the purpose of:

- a. Creating a culture of health.
- b. Increasing awareness and engagement in the company-wide health management programs.
- c. Providing customized support to designated locations/business units.
- d. If applicable, coaching individuals on behavioral changes in order to encourage risk reduction.

2. StayWell will conduct the recruiting and hiring process, but will have mutual agreement with County as to the final job description and final candidate. The Program Manager will be a full-time employee of StayWell with a minimum of an undergraduate college degree in a health related field and at least 2-6 years’ of related work experience (based on position).

3. If requested, individual(s) will be located onsite at a specified County location or locations.

4. StayWell will provide the Program Manager with initial orientation/training on the use of StayWell tools and Programs, as well as County specific Program details and expectations.

5. County responsibilities:

- a. County will be responsible for providing additional training and orientation of the Program Manager with regard to worksite requirements, onsite County staff contacts, and culture.
- b. County will provide the Program Manager with internet access, County computer (for access to County email directory), office space, desk/chair, locked file cabinet, landline phone, additional office supplies if necessary.
- c. County will clearly communicate, document, and prioritize expectations, goals, and objectives for the Program Manager to both the Program Manager and their StayWell Staff Manager on at least an annual basis, including any changes that are made throughout the year.
- d. County will provide regular feedback regarding Program Manager performance to both the Program Manager and their StayWell staff manager.

6. Other:

- a. Full-time staff will work 40-hour weeks (Standard daily schedule based on an 8 hour workday).
- b. Separate from standard paid time off days provided to the Program Manager by StayWell, each Program Manager will have three designated days offsite per year for individual professional development, training and volunteerism.
- c. If Program Manager takes a Leave of Absence, StayWell will hire a temporary, full time replacement for the term of the leave. Program Manager fees remain consistent for term of leave, and includes training for the temporary staff.

d. Program Manager merit increases will be in an amount consistent with the StayWell employee merit policy, based on both annual employee and company performance.

7. General role and responsibilities of the Program Manager, if applicable:

a. Strategic Support

b. Drive implementation of local wellness Program strategy; ensure programming is consistent with established wellness goals.

c. Create and provide direction/support to wellness champion networks.

d. Act as the subject matter expert on health & wellness and behavior change topics; consult on County’s established strategic wellness initiatives with internal and external partners, as appropriate.

e. Utilize data to support recommendations for new health and wellness initiatives.

8. Implementation Support

a. Assist with day-to-day delivery of established Programs with direction from County and StayWell onsite staff manager.

b. Coordinate logistics and implement company-wide campaigns, screening promotions, programs, events, etc.

c. Evaluate and improve upon County policies (e.g., smoking, cafeteria, vending machines).

d. Assist with Program promotion, including development and/or distribution of promotional materials.

e. Develop and facilitate educational programs (i.e., courses, workshops, special events, and interactive booths).

f. Collaborate with onsite HR/benefit teams and other County departments (as applicable).

g. Develop and maintain files of community resources and health content for augmenting Program delivery when necessary.

h. Participate in County meetings when appropriate

i. Conduct one on one health chats with Participants focusing on lifestyle management topics including back care, exercise, nutrition, stress management, smoking cessation, cholesterol control, blood pressure and weight management.

9. Onsite Lifestyle Management Coaching

a. Coaching topics include weight management, tobacco cessation, stress management, nutrition, physical activity, back care, and blood pressure and cholesterol management.

b. Eligibles will be notified of onsite coaching options through communications (paper, electronic, direct contact with onsite coach) and can register by setting up an appointment with the coach.

c. Each onsite lifestyle management coaching Participant will receive a series of personalized and tailored coaching sessions designed to meet the Participant’s unique needs, preferences, and interests.

d. Any Participants interested in participating in onsite lifestyle management coaching may identify themselves to the onsite coach.

e. As a standard part of the coaching Program, each Participant will receive:

1. After the first coaching session, a health topic-specific booklet, e.g. weight management.
2. After the first coaching session and during subsequent sessions, print and/or electronic health sheets as needed.
3. After the third coaching session, a standard coaching Participant satisfaction survey.

10. Replacement of Program Manager or Termination of Services

a. In the event County requests that StayWell replace one Program Manager with another Program Manager, StayWell will use reasonable efforts to replace the Program Manager within 90 days of receipt of written request from County.

b. Notwithstanding the termination of a Program Manager under subsection a. above, County shall remain responsible for any fees due for the Services of a Program Manager for a period of 30 days after the date of notice of termination.

11. Professional Activity and Licensing

a. The provision of Program Manager Services hereunder is not intended to replace disciplines requiring licensure, such as the practice of medicine. Further, StayWell will notify County if a governmental authority notifies StayWell that any Program Manager must be licensed to provide the Services under this as described in this Section. In such event, StayWell may cease providing the Services that would subject StayWell or the Program Manager to such licensure requirement, unless StayWell and County can agree upon an amendment to the Program Manager Services that would make such licensure unnecessary or delay the Services while such licensure is being obtained (if feasible). Any such cessation shall be effective the earlier of the date required by the governmental authority or upon at least 30 days' prior written notice to County. In the event of a change in law or in the event that a governmental entity's regulations or rules require a change to the Program Manager Services, either party may request to amend this Section with regard to the Services affected. If the parties cannot agree upon such modification within 45 days of the receipt of a notice, either party shall have the right to terminate the Program Manager Services upon 30 days' prior written notice to the other party without penalty to either party. County's sole liability in the event of such termination shall be to pay for Services rendered up to the date of termination.

12. Onsite Personnel Status

a. StayWell agrees, warrants and represents that it is an independent contractor and that the Program Manager is an employee of StayWell and shall not be considered an employee of County and shall not be entitled to any County employee benefits. County shall not have the right to exercise control over the manner in which the Program Manager performs their duties, except insofar as County requires that performance shall be in accordance with this SOW. StayWell assumes sole and full responsibility for its employees, agents and subcontractors. StayWell and its employees, agents and subcontractors have

no authority to make commitments or enter into contracts on behalf of, bind or otherwise obligate County in any manner whatsoever. StayWell, and not County, is solely responsible for the compensation of the Program Manager, and payment of worker’s compensation, disability and other income and other similar benefits, unemployment and other similar insurance, and for withholding income, other taxes and social security. In the event that the Program Manager provides the Services on County’s premises, StayWell shall ensure that the Program Manager complies with any applicable County policies and procedures.

13. Non Solicitation

a. Each party recognizes that the employees of the other party, and such employees’ loyalty and service to that other party, constitute a valuable asset of that other party. Accordingly, except for general employment solicitations and responses thereto, each party agrees not to knowingly canvass, solicit directly or indirectly, contract, or hire any employee of the other party during the term of the Agreement and for 12 months after any termination of this Agreement, or 6 months following termination of employment of an employee with the other party, whichever occurs first.

E. Calling Campaign

1. Work in coordination with County to develop a systematic calling campaign to make announcements and reminders for the OC Healthy Steps program. The fees associated as detailed in Attachment B-1 assume the following:

a. Campaign Setup

1. Determine type of call campaign (announcement or reminder)
2. Determine target audience
3. Determine general message of the campaign

b. Scripting Development

1. Develop draft script
2. Modify script after County provides feedback
3. Test script
4. Finalize script

c. Voice Recording

1. Record script
2. Send script to County for review and approval

d. Deploy outbound calls by using the list of phone numbers provided in the County.

e. Administration Fee

F. Wellness Newsletter

1. Contractor will provide the County with copywriting/editing, design and production support. The associated fees as detailed in Attachment B.1 assume the following:

a. Each newsletter will be a maximum of 4 pages front and back Contractor will print, collate, fold and tab the newsletter for mailing.

- b. County of Orange provides copy direction and outline for each article, as well as any source documents used.
 - c. Contractor will write articles and/or edit provided text as needed.
 - d. Contractor will provide County with final PDFs for posting online.
 - e. Contractor will print, collate, fold and tab newsletters for mailing.
 - f. Contractor will presort, address and check in the newsletters for mailing at the post office.
2. County will be responsible for cost of mailing at actual U.S. Postal Service rates.

ATTACHMENT B

Cost/Compensation

1. Compensation

This is a fixed price Contract between the County of Orange and Contractor for a Health Management Program for the County of Orange as provided in Attachment A, Scope of Work. County agrees to compensate the Contractor per firm fixed price contract as set forth below. Contractor agrees to accept the same as full compensation for performing all services and furnishings 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.

Implementation	
One Time Implementation Fee	\$21,888 50% to be paid in 1 st contract month & remainder in the 2 nd month Applies to 2015 only.
Web Portal	Per Eligible Participant* 16,000 – 19,999: \$1.24 12,000 – 15,999: \$1.42 10,000- 11,999: \$1.77 7,500 – 9,999: \$1.95 5,000 – 7,499: \$2.13 *Count based upon Initial Wellness Eligibility Feed for 2015. Above fees applicable for May 13-July 5, 2015. 50% to be paid in 1st contract month & remainder in the 2nd month.

HRA paper processing	\$2,500
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Note: Assumes May 13, 2015 contract start date. If contract start date is changed, rates will be updated to reflect proration based upon actual May contract start date. After contract year 1, these fees are not applicable.

Core Services	
Service	Year 1-3*
Web Portal	Per Eligible Participant per Mth ¹ 16,000 – 19,999: \$0.70 12,000 – 15,999: \$0.80 10,000- 11,999: \$1.00 7,500 – 9,999: \$1.10 5,000 – 7,499: \$1.20
	Year 4 – 5
	Per Eligible Participant per Mth ¹ 16,000 - 19,999: \$0.735 12,000 - 15,999: \$0.84 10,000 - 11,999: \$1.05 7,500 - 9,999: \$1.15 5,000 - 7,499: \$1.26
Web Portal (continued)	*Starting July 6, 2015 for contract year 1; and beginning in the first contract month in subsequent contract years. July 2015 will be paid at the prorated amount of 84% of the PEPM and May 2018 will be paid at the prorated amount of 39% of the PEPM, unless the contract is renewed.
Service	Year 1-3
Data Feeds	Per Eligible Participant per Mth ¹ 16,000 – 19,999: \$0.01 12,000 – 15,999: \$0.01 10,000- 11,999: \$0.03 7,500 – 9,999: \$0.04 5,000 – 7,499: \$0.05
	Additional feeds or format conversion is \$125/hr. For May 2015, data feed will be initial Wellness Eligibility feed in lieu of standard monthly feed.
	Year 4-5

	<p style="text-align: center;">Per Eligible Participant per Mth¹</p> <p style="text-align: center;">16,000 - 19,999: \$0.0105 12,000 - 15,999: \$0.0105 10,000 - 11,999: \$0.0315 7,500 - 9,999: \$0.042 5,000 - 7,499: \$0.0525</p> <p style="text-align: center;">Additional feeds or format conversion is \$125/hr.</p>
<p>Annual Wellness Incentive Communication</p>	<p style="text-align: center;">Year 1-3</p> <p style="text-align: center;">Per Eligible Participant²</p> <p style="text-align: center;">16,000 – 19,999: \$5.40 12,000 – 15,999: \$6.00 10,000- 11,999: \$7.20 7,500 – 9,999: \$7.80 5,000 – 7,499: \$8.40</p> <p>50% to be paid in 1st contract month & remainder at end of incentive period. Includes: choice on one theme, 1 print brochure, 3 print postcards, 3 emails, 12 electronic targeted messages.</p>
	<p style="text-align: center;">Year 4-5</p> <p style="text-align: center;">Per Eligible Participant²</p> <p style="text-align: center;">16,000 - 19,999: \$7.30 12,000 - 15,999: \$7.90 10,000 - 11,999: \$9.10 7,500 - 9,999: \$9.70 5,000 - 7,499: \$10.30</p> <p>50% to be paid in 1st contract month & remainder at end of incentive period. Includes: choice on one theme, 1 print brochure, 6 print postcards, 6 emails, 15 electronic targeted messages.</p>
<p>Online Wellness Campaign</p>	<p style="text-align: center;">Year 1-3</p>

	<p>Per Eligible Participant²</p> <p>16,000 – 19,999: \$1.80</p> <p>12,000 – 15,999: \$2.16</p> <p>10,000- 11,999: \$2.64</p> <p>7,500 – 9,999: \$2.88</p> <p>5,000 – 7,499: \$3.12</p> <p>50% to be paid in 1st month of launch of campaign & remainder at end of the online wellness campaign.</p>
Service	Year 1-5
Postage for Paper Communications	Actual USPS rates
Online Health Coaching	<p>Per Eligible Participant¹</p> <p>16,000 – 19,999: \$1.44</p> <p>12,000 – 15,999: \$1.80</p> <p>10,000- 11,999: \$2.28</p> <p>7,500 – 9,999: \$2.52</p> <p>5,000 – 7,499: \$2.76</p> <p>To be paid in January of each calendar year.</p>
Telephonic Health Coaching	\$185.00/unique participant, in each contract year, to be billed after first call and 2nd call is scheduled.
Health Risk Assessment - Processing Paper	\$22.50 per HRA requested
Postage for Paper HRA Paper HRA questionnaire package Return envelope for HRA Results to Participant	Actual USPS rates
Non-Smoking Attestation - Processing Paper	\$20.00 per Attestation requested
Postage for Paper Non-Smoking Attestation Paper Non-Smoking Attestation Return envelope for Attestation	Actual USPS rates

<p>Non-Smoking Attestation - Telephonic Submission</p>	<p>\$50,000 - Up to 5,500 telephonic submissions \$10 per telephonic submission after 5,500 To be paid in the first month of the incentive period with additional fees paid in month following incentive period.</p>
<p>Multi-lingual support or access to translation representatives with language Line Support</p>	<p>\$ 1.65 per minute</p>

Notes:

- 1) Counts are based upon month data files from County's Third Party Benefits Center.
- 2) Counts are based upon initial Wellness eligibility file each contract year from County's Third Party Benefits Center in the month communications begin.
- 3) Partial Months will be prorated based upon days in the month.

<p align="center">Biometric Screenings</p>	
<p align="center">Service</p>	<p align="center">Year 1-5</p>
<p>Contractor's Screening Coordination - Annual Fee</p>	<p>1-5 events \$10,000 6-15 events \$15,000 16-30 events \$20,000 31-50 events \$25,000 51-75 events \$30,000 76-100 events \$35,000 101-125 events \$40,000 126-150 events \$45,000 151-175 events \$50,000 176-200 events \$55,000 75% to be paid each year after schedule is finalized; 25% each year after final event.</p>
<p>Onsite Health Screening- Non-Fasting Fingerstick (will be billed at 90% of screenings ordered by event or actual, whichever is greater)</p>	<p>\$56.00/screened participant, year 1 \$58.80/screened participant, year 2 \$61.75/screened participant, year 3 \$57.00/screened participant, year 4 \$57.00/screened participant, year 5</p>

<p>Onsite Health Screening- Fasting Fingerstick (will be billed at 90% of screenings ordered by event or actual, whichever is greater)</p>	<p>\$59.00/screened participant, year 1 \$61.95/screened participant, year 2 \$65.00/screened participant, year 3 \$59.00/screened participant, year 4 \$59.00/screened participant, year 5</p>
<p>Onsite Health Screening - Non Standard Hours</p>	<p>\$250/event, year 1 \$260/event, year 2 \$273/event, year 3 \$250/event, year 4 \$250/event, year 5</p>
<p style="text-align: center;">Service</p>	<p style="text-align: center;">Year 1-5</p>
<p>Onsite Health Screening - 4 hour minimum</p>	<p>\$125/hr/staff member, year 1 \$130/hr/staff member, year 2 \$135/hr/staff member, year 3 \$125/hr/staff member, year 4 \$125/hr/staff member, year 5</p>
<p>Onsite Health Screening - Short notice fee</p>	<p>\$425/event, year 1 \$445/event, year 2 \$465/event, year 3 \$425/event, year 4 \$425/event, year 5</p>
<p>Onsite Health Screening - Short notice fee</p>	<p>\$425/event, year 1 \$445/event, year 2 \$465/event, year 3 \$425/event, year 4 \$425/event, year 5</p>
<p>Onsite Health Screening - Registration Fee (less than 75 scheduled eligible participants)</p>	<p>\$125/hr/staff member</p>
<p>Onsite Health Screening - Bilingual staff</p>	<p>\$125/hr/staff member</p>
<p>Onsite Health Screening - Additional time added beyond originally scheduled screening times</p>	<p>\$125/hr/staff member</p>

Onsite Health Screening - Small Event Fee	\$295/event
Onsite Health Screening - Privacy Screens (if requested)	\$25/screen/event up to 10 screens No charge over 10 screens
Customization or changes to standard consent form	\$800 per Wellness Incentive period per calendar year, if applicable
Processing of Biometric Health Screening Confirmation Forms	\$15 per unique form returned per day
Lab Screening (Blood Draw)	\$50.00/screened participant, year 1 \$52.50/screened participant, year 2 \$55.00/screened participant, year 3 \$50.00/screened participant, year 4 \$50.00/screened participant, year 5
Biometric Screening Home Test Kits	Home Test Kits: Per Requested - \$10.00 Home Test Kits: Per Returned - \$35.00 Home Test Kits: Per Replacement Kits - \$10.00

OPTIONAL SERVICES AT COUNTY REQUEST	
Service	Year 1 – 5
Data feeds with Biometric and/or HRA results to Health Plans	\$500/ data feed
Biometric Health Screening Forms – Missing Values Reports	\$250 per each additional report
Non-Smoking Attestation - Telephonic Submission	\$50,000 - Up to 5,500 telephonic submissions \$10 per telephonic submission after 5,500 To be paid in the first month of the incentive period with additional fees paid in month following incentive period.
Extended Helpline Hours During Wellness Incentive Period	\$2,750/week
Additional Wellness Communication (minimum print run is 1,000 units)	<ul style="list-style-type: none"> • Standard Trifold Brochure, 4-color (printed and fulfilled) - \$3.50 each • Standard Postcard 6" x 9", 4-color (printed and fulfilled) - \$2.25 each • Email Send Set-Up (per topic) - \$250 each • Email Sends (to individual email address) - \$0.05 • eMessage Sends (through the web portal) - 0.05/each • Communication Consulting - \$175.00 an hour
Additional Wellness Communication Postage	Actual USPS rates

Telephonic Health Coaching Annual Engagement Fee (Outreach)	\$12,000 annual engagement fee
Telephonic Health Coaching Communication Postage	Actual USPS rates
Service	Year 4 – 5
StayWell Ignite - Weight Management	\$600.00 per registrant
StayWell OnPoint Group Coaching - Diabetes	\$965.00 per registrant
OnPoint Diabetes Community	\$3,000.00 annually
StayWell Together	\$325.00 per registrant
Learning Module - Mindfulness with 21 Day Meditation	Per Eligible Per Year \$1.42
Learning Module - Sleep & Tracker	Per Eligible Per Year \$0.96
Learning Module - Financial Wellness	Per Eligible Per Year \$0.96
Learning Module - Professional Development	Per Eligible Per Year \$0.96
Health Enhancement Systems Online Destination Challenges (Based on number of participants on eligibility file.)* *Device integration fee included when Per Eligible Participate cost method is selected.	Year 4-5
	Per Eligible Participant ² 16,000 - 19,999: \$2.80 12,000 - 15,999: \$2.92 10,000 - 11,999: \$3.00 7,500 - 9,999: \$3.05 5,000 - 7,499: \$3.15 50% to be paid in 1st month of launch of campaign & remainder at end of the online wellness campaign.

Health Enhancement Systems Online Destination Challenges. (Based on number of participants that register for the challenge.)	Per Registered Challenge Participant \$10.50 - 4 week challenge \$13.50 - 6 week challenge \$16.50 - 8 week challenge \$20.00 - 12 week challenge To be paid at the end of registration period.
Health Enhancement Systems Online Destination Challenges – Device Integration * Device integration fee only charged when Challenges are paid on a “Per Registered Challenge Participant”.	\$2,800 per challenge
StayWell Charge - Million Step Challenge	Per Eligible Per Year \$2.59
StayWell Charge - Relay Challenges	Per Eligible Per Year \$1.59
Daily Dash	Per Eligible Per Year \$1.80
Calling Campaign	Per Eligible Campaign Setup - \$1,125.00 Scripting Development - \$525.00 Voice Recording - \$350.00 Administration Fee - \$300.00
Onsite Wellness Coach/Program Manager	\$170,000.00 annually
<u>Onsite Program Manager – Mileage and Parking Expense</u>	<u>Billed as actual as incurred</u>
Wellness Newsletter	Print - \$0.5590 per newsletter printed Mail Service - \$0.05 per newsletter printed
Wellness Newsletter Postage	Actual USPS rates
Wellness Champions Connection – Includes user access to the Champion Connection and 5 Core Topic Toolkits.	1-50 users = \$24,000/year 51-99 users = \$30,000/year 101-150 users = \$35,000/year 151-200 users = \$40,000/year

Additional Wellness Champion Toolkit Topics	\$1,500 annually per toolkit topic
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Notes:

- 1) Per eligible and per month pricing requires a 12-month billing cycle
- 2) Per eligible pricing is based on a minimum eligibility of 16,000 billable eligibles
- 3) Language Line if requested is additional and billed at actual plus a 10% administration fee
- 4) All related postage/shipping is additional and billed at actual current USPS postage rates
- 5) Client is responsible for all applicable sales and use tax

Attachment B will be replaced in its entirety by Attachment B.1 effective May 13, 2020 for year 6 of the contract.

Attachment B.1
Cost/Compensation

<u>Programs and Service Descriptions</u>	<u>Unit Price</u>	<u>Unit</u>
<u>My StayWell Portal</u> <u>Includes: wellness content, a Health Risk Assessment, wellness challenges, team competitions and goal tracking (if applicable), monthly wellbeing sessions (online and mobile), educational materials, Doctor Chat access to 80,000 US-licensed physicians, and incentive tracking. Communities (Champion) features with local level events, messaging and social walls, health coach chat and virtual visits (if applicable), data feeds (imports and exports).</u>	<u>20,000-34,999: \$0.84</u> <u>16,000-19,999: \$0.87</u> <u>12,000-15,999: \$1.00</u> <u>10,000-11,999: \$1.27</u> <u>7,500- 9,999: \$1.40</u> <u>5,000-7,499: \$1.54</u>	<u>Per Eligible Participant</u> <u>Per Month</u>
<u>Self-Directed Coaching</u> <u>Online health Coaching Topics included: weight management, tobacco cessation, nutrition, physical activity and stress management.</u>	<u>N/A</u>	<u>Included in My StayWell Platform as Wellbeing Sessions</u>

<u>Data Feeds</u> <u>Includes: 30 eligibility files and 2 incentives files per program year.</u>	<u>N/A</u>	<u>Included in My StayWell Platform</u>
<u>Non-Smoking Attestation - Telephonic Submission</u>	<u>\$50,000 - Up to 5,500 telephonic submissions</u> <u>\$10 per telephonic submission after 5,500</u>	<u>To be paid in the first month of the incentive period with additional fees paid in month following incentive period; if utilized.</u>
<u>Language Line</u> <u>Includes: multi-lingual support or access to translation representative with language line support.</u>	<u>\$1.65</u>	<u>Per Minute</u>
<u>Telephonic and virtual Health Coaching</u> <u>Includes: 8 topics: nutrition, weight, stress, back care, smoking, cholesterol, blood pressure and physical activity.</u>	<u>\$185.00</u>	<u>Per Participant in each contract year.</u> <u>To be billed after first call is complete and 2nd call is scheduled.</u>
<u>Programs and Service Descriptions</u>	<u>Unit Price</u>	<u>Unit</u>
<u>StayWell Communications</u> <u>Includes: choice on one theme, 1 print brochure, 6 print postcards, 6 emails, 15 eMessages</u>	<u>20,000 - 34,999: \$7.08</u> <u>16,000 - 19,999: \$7.30</u> <u>12,000 - 15,999: \$7.90</u> <u>10,000 - 11,999: \$9.10</u> <u>7,500 - 9,999: \$9.70</u> <u>5,000 - 7,499: \$10.30</u>	<u>Per Eligible Per Year</u> <u>50% to be paid in 1st contract month & remainder at the end of the incentive period</u>
<u>Postage for Paper Communications</u>	<u>Actual USPS Rates</u>	<u>Per mailed communication piece</u>
<u>Data Management</u>	<u>\$125.00</u>	<u>Per Hour</u>
<u>IT Programming</u>	<u>\$250.00</u>	<u>Per Hour</u>
<u>Communications Consulting</u>	<u>\$175.00</u>	<u>Per Hour</u>
<u>OPTIONAL SERVICES AT COUNTY REQUEST</u>		
<u>Programs and Service Descriptions</u>	<u>Unit Price</u>	<u>Unit</u>
<u>StayWell Ignite - Weight Management</u> <u>Includes: tracker & scale, shipping & taxes additional</u>	<u>\$600.00</u>	<u>Per Registered Participant</u>

<u>StayWell OnPoint Group Coaching - Diabetes</u>	<u>\$965.00</u>	<u>Per Participant</u>
<u>OnPoint Diabetes Community</u>	<u>\$3,000.00</u>	<u>Per Year</u>
<u>Health Enhancement Systems Online Destination Challenges</u> <u>Includes device integration where applicable</u>	<u>20,000 - 34,999: \$2.72</u> <u>16,000 - 19,999: \$2.80</u> <u>12,000 - 15,999: \$2.92</u> <u>10,000 - 11,999: \$3.00</u> <u>7,500 - 9,999: \$3.05</u> <u>5,000 - 7,499: \$3.15</u>	<u>Per Eligible Per Challenge</u> <u>50% to be paid in 1st month of launch of challenge & remainder at the end of the challenge.</u>
<u>Health Enhancement Systems Online Destination Challenges</u> <u>Includes device integration where applicable</u>	<u>\$2,800.00</u>	<u>Setup fee per challenge</u>
<u>Health Enhancement Systems Online Destination Challenges</u> <u>Includes device integration where applicable</u>	<u>\$10.50 - 4 week challenge</u> <u>\$13.50 - 6 week challenge</u> <u>\$16.50 - 8 week challenge</u> <u>\$20.00 - 12 week challenge</u>	<u>Per Participant</u>
<u>Programs and Service Descriptions</u>	<u>Unit Price</u>	<u>Unit</u>
<u>Quarterly Wellness Newsletter, Creation, Design, Printing</u>	<u>16,301 - 32,600: \$0.5422</u> <u>1 - 16,300: \$0.5590</u>	<u>Per Quarter</u>
<u>Quarterly Wellness Newsletter, Mail Service Optimization*</u> <u>*Postage is billed separately at actual</u>	<u>\$0.05 per newsletter printed</u>	<u>Per Quarter</u>
<u>Wellness Champions Connection</u> <u>Includes user access to the Champion Connection and 5 Core Topic Toolkits</u>	<u>N/A</u>	<u>Included in My Staywell Platform</u>
<u>Additional Wellness Champion Toolkit Topics</u>	<u>\$1,500.00</u>	<u>Annually per toolkit topic</u>
<u>Onsite Program Manager</u>	<u>\$170,000.00</u>	<u>Annually</u>
<u>Onsite Program Manager – Mileage and Parking Expense</u>	<u>Billed at Actual</u>	<u>As incurred</u>
<u>Data feeds with Biometric and/or HRA results to Health Plan</u>	<u>\$500.00</u>	<u>Per Data Feed</u>
<u>Extended HelpLine Hours during Wellness Incentive</u>	<u>\$2,750.00</u>	<u>Per Week</u>

<u>Period</u>		
<u>Telephonic Health Coaching Annual Engagement Fee (Outreach)</u>	<u>\$12,000.00</u>	<u>Annual Fee</u>
<u>Wellness Communication Postage</u>	<u>Actual USPS Rates</u>	<u>Per mailed communication piece</u>
<u>Additional Communication Pieces</u> (minimum print run is 1,000 units)	<u>Standard Trifold Brochure, 4-color (printed and fulfilled) - \$3.50 each Standard Postcard 6" x 9", 4-color (printed and fulfilled) - \$2.25 each Email Send Set-Up (per topic) - \$250 each Email Sends (to individual email address) - \$0.05 each eMessage Sends (through the web portal) - \$0.05/each Communication Consulting - \$175.00 an hour</u>	<u>Per communication piece</u>
<u>Custom Course Development</u>	<u>\$250.00</u>	<u>Per Hour</u>
<u>Custom Campaigns on My StayWell Platform</u>	<u>\$2,000.00</u>	<u>Per Campaign</u>
<u>Custom Challenges on My StayWell Platform</u>	<u>\$2,000.00</u>	<u>Per Challenge</u>
<u>Biometric Screenings</u>		
<u>Programs and Service Descriptions</u>	<u>Unit Price</u>	<u>Unit</u>
<u>Screening Coordination</u>	<u>1-5 events: \$10,000 6-15 events: \$15,000 16-30 events: \$20,000 31-50 events: \$25,000 51-75 events: \$30,000 76-100 events: \$35,000 101-125 events: \$40,000 126-150 events: \$45,000 151-175 events: \$50,000 176-200 events: \$55,000</u>	<u>Annual</u> <u>75% to be paid each year after schedule is finalized; 25% each year after final event.</u>
<u>Fasting Fingerstick (event minimums apply)</u>	<u>\$59.00</u>	<u>Per Participant</u>
<u>Non-Fasting Fingerstick</u>	<u>\$57.00</u>	<u>Per Screened Participant</u>
<u>Lab Option</u>	<u>\$50.00</u>	<u>Per Screened Participant</u>

<u>Home Test Kits</u>	<u>Home Test Kits: Requested - \$10.00</u> <u>Home Test Kits: Returned - \$35.00</u> <u>Home Test Kits: Replacement Kits: \$10</u>	<u>Per Participant</u>
<u>Onsite Health Screening: Non-Standard Hours (holidays and weekends)</u>	<u>\$250.00</u>	<u>Per Event</u>
<u>Onsite Health Screening: Less than 4-hour minimum</u>	<u>\$125 / Hour</u>	<u>Per Staff Member Per Hour</u>
<u>Onsite Health Screening: Short Notice fee</u>	<u>\$425.00</u>	<u>Per Event</u>
<u>Onsite Health Screening: Small Event Fee</u>	<u>\$295.00</u>	<u>Per Event</u>
<u>Onsite Health Screening: Privacy Screens (if requested)</u>	<u>\$25.00</u>	<u>Per Screen</u> <u>(Max of \$250 per event)</u>
<u>Processing of Health Care Provider Forms</u>	<u>\$15.00</u>	<u>Per unique Form</u>

Onsite Screening Assumptions

1. Screening coordination includes:

- Development and management of a client work plan to ensure consistent and efficient delivery
- Assistance in defining screening measurements and delivery strategy to maximize event efficiency, vendor selection and coordination
- Consultation on event communications strategy to maximize participation and engagement
- Determination/collection of program logistics and site-specific information
- Creation of screening schedule to maximize participation and efficiency
- Customization of program handout to educate participants on additional program opportunities
- Customized Screening Kick off and Implementation Presentation
- Telephonic site coordinator training on screening implementation process
- Customization of standard promotional materials
- Creation of Frequently Asked Questions
- Set up and monitoring of online scheduling tool
- Creation of paper scheduling templates as applicable
- StayWell to work with designated site coordinator at each screening location
- Ordering, shipping, and inventory management of screening supplies
- Deployment, collection and monitoring of site coordinator evaluations
- Development of client specific training materials for screening staff
- Regular calls with client and screening vendor
- Onsite screening final report to include aggregate risk, participation and satisfaction results
- Screenings with 2 or more hours of break at one location on one day will be treated as 2 separate events.
- The health screening Non-Fasting Fingerstick fee per participant includes:

1. height, weight and waist measurements
2. blood pressure
3. total cholesterol, HDL
4. glucose
5. screening materials and supplies
6. 3-5 minute results review
7. individualized results forms
8. printing of consent forms
9. screening satisfaction surveys
10. Program handout to educate participants on additional program opportunities
11. Upload of data into StayWell's system-90% of data to be uploaded within 10 business days of each event.
12. travel of screening staff within a Metropolitan Statistical Area
13. shipping of supplies
14. biohazard disposal fees
15. permit fees
16. nonstandard screening hours (7pm-7am)

- **MINIMUM:** For each event, Client will be billed for the number of actual screenings completed at the event, or for 90% of the number of screenings ordered, whichever is greater; provided however, that if 30 screenings are ordered, Client will be charged for a minimum of 30 screenings. Where fewer than 30 screenings are ordered, Client will be billed an additional Small Event Fee of \$295. Events with breaks in the screening schedule of 2 hours or greater will be billed as separate events and the minimum shall apply to each event.

- **SCHEDULING:** All dates, times, locations and number of screenings ordered per event must be provided at least 8 weeks in advance of the event. Additional fees may apply for events that are requested fewer than 6 weeks prior to the event date. If it is necessary to add hours or days to the confirmed schedule, additional fees may apply.

- **SET UP/TEAR DOWN:** Staff will need a minimum of 1 hour to set up for each event. If there are additional security requirements that require staff to arrive in advance of 1 hour prior to the event start time, an hourly rate of \$125/hr/staff will apply. If staff is asked to stay 15 minutes or more past the scheduled end time of the event, a fee of \$125/hr/staff applies. This fee is waived if screening is understaffed or if expected participation is exceeded.
- **TRAVEL:** Travel is included in the per participant fee with the exception of travel for events beyond 40 mile roundtrip of Metropolitan Statistical Area (MSA) with population of 200,000 or more or for special events or nonstandard (off-hours) events that require a hotel stay. Parking to be billed at actual.
- **REGISTRATION STAFF:** Registration staff will be provided for no additional fee at events with 75 or more participants expected and/or events with a flow rate of 20/hr or greater. Requests for registration staff at any other event will be billed at the rate of \$125/hr/staff.
- **CANCELLATION AND CHANGE FEES:** Cancellation 10 business days or less prior to the scheduled event date- 50% of estimated fees, cancellation 11-15 business days prior to scheduled event date-25% of estimated event fees, cancellation 16-20 business days prior to scheduled event date-15% of estimated event fees. Additional fees apply for the following changes if made within 10 business days or less prior to the event date; changes made to the address < 20 miles distant, start or end time change up to 2 hours, changes in services rendered that do not affect staffing mix or quantity, etc. or changes made to the address > 20 miles distant, start or end time change of 2 hours or more, change in services that requires any staffing changes, etc.
- Additional fees apply for increases made to the estimated participation within 10 business days or less prior to the event date requiring additional staff or expedited shipping.
- **CLIENT ASSIGNED STAFF:** It is expected that the client will provide a designated site coordinator at each location who will be responsible for event promotion, room reservations, and greeting the screening staff the day of the event. This individual would also act as the main point of contact for the StayWell Screening Team.
- **BILINGUAL STAFF:** Requests for bilingual staff must be provided 6 weeks in advance of the event and are subject to availability. Additional fees may apply.
- **Note:** There are some instances in which a complete set of values may be unobtainable. This may occur for a variety of reasons, including but not limited to: the participant's values are outside of the testable range of the testing equipment, the participant is dehydrated or there is a high hematocrit level in the blood sample collected. In the event certain measures do not result, standard process dictates that a second sample be collected onsite. If the second sample does not yield results, the participant will be referred to their physician. The participant will still receive onsite consultation on all other values, and their participation will be counted towards the per event minimum.
- **ADDITIONAL STATE FEES:** Certain states have screening regulations that require additional fees, or accommodations. For example, some states require additional permits, have local licensing requirements, or have regulations allowing for agency officials to perform unannounced onsite reviews. In the event that the Department of Health or other governing agency attends a screening to perform a compliance review, the scheduled screening flow for that event could be impacted. If a screening is disrupted for this reason, StayWell will work with our client to minimize the impact a site visit may have, but StayWell cannot be held responsible for delays caused by an unannounced inspection. Further, due to state requirements, not all requested date or time changes which are received by the client less than 30 business days prior to an event can be accommodated. StayWell will use best efforts to discuss the details of any state regulations that may affect an event with our client prior to the confirmed event date.

Offsite Screening Assumptions

1. The Health Care Provider Form (HCPF) option is billed per form submitted for processing and includes customization of form, custom secure fax number, secure upload option, processing and data entry of forms and upload of 90% of screening data within 10 business days into StayWell database, and feedback loop to participant. Client will only be billed for forms submitted and will not be held to a minimum guarantee.

2. The lab option is billed per actual usage and includes:

- Set up and coordination of lab service
- Participant access to participating Quest locations
- Blood draw and lab processing
- Individualized results mailed to participant homes
- Load of screening data to StayWell database - 90% of data to be uploaded within 10 business days of visit to the lab.

3. The Home Test Kit fees include:

Program set up, weekly data load into StayWell database (90% of data to be uploaded within 10 business days of processing of kit), and management of delivery details. Assumes delivery in partnership with Quest.

Requested Kit Fee: Includes fulfillment of kit, online kit request, postage to send kit to participant and prepaid postage to send sample to lab, kit contents (instructions, supplies for sample collection, return mailer, patient info card), cover letter. A minimum of 50 kits ordered per program year applies.

Kit Processing Fee: Includes: processing of kit (processing of lab results for Total Cholesterol, HDL, LDL, Triglycerides and Glucose), physician network approval (lab requisition) outbound calls to participants for critical alert values (triglycerides > 1,000, glucose <50 or >300) results cover letter, printing and mailing of individual lab results to participant. Client will only be billed for processed kits and will not be held to a minimum guarantee.

Replacement Kit Fee: In the event that a sample cannot be tested or a kit is not received by a participant, replacement kits are available for the fee outlined above participant sample is un-testable or if participant would like to request another kit. Client will only be billed for requested replacement kits and will not be held to a minimum guarantee.

If a sample is received by the lab and contains the requestor's name, we will assume the blood values to be the requestor's. If the sample contains any name other than the person that requested the kit, the sample will not be processed. As example, an eligible participant requests a kit but allows someone other than themselves to complete the kit. We will assume the results associated with the eligible's name to be their own and these are the values that will be loaded to the Health Assessment. StayWell cannot control for non-eligible participants completing/submitting test kit on behalf of an eligible.

- 1. Contractor's Expense:** The Contractor will be responsible for all costs related to photo copying, telephone communications, fax communications, and parking 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.
- 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 services of equal or lesser scope. 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. If the contract is renewed for

two additional years, pricing for each additional contract year will not exceed 5% of the prior years' service fees.

- 3. Payment Terms:** Invoices are to be submitted in arrears to the program manager, 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.

- 4. 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
6. Date of order
7. Type of fees/service
8. Sales tax, if applicable
9. Dates of fees/service
10. Brief description of fees/service
11. 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.

The County's Project 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:

Kim Derrick, Program Manager
Human Resource Services/Employee Benefits
Hall of Administration
333 W. Santa Ana Blvd., Room 137 Santa Ana, CA 92701

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

4.6. Attachment D, Staffing Plan shall be hereby deleted and replaced in its entirety as follows:

Attachment D

Staffing Plan

1. Primary Staff to perform Contract duties

Name	Classification/Title	Experience/Qualifications
Summer Brockman	Sr. Strategic Account Executive	Minimum of a bachelor's degree in a health-related field and 8 years of industry experience.
Andrea Holbrook	Client Service Manager	Minimum of a bachelor's degree in a health-related field and 6 years of industry experience.
Mandy Schmidt	Screening Manager	Minimum of a bachelor's degree in a health-related field and 6 years of industry experience.

2. Alternate staff (for use only if primary staff are not available)

Name	Classification/Title	Experience/Qualifications
Eric Day	Director, Account Management	Minimum of a bachelor's degree in a health-related field and 20+ years of industry experience.
Cathy Durbin	Sr. Manager, Client Services	Minimum of a bachelor's degree in a health-related field and 10+ years of industry experience.

Contractor reserves the right to terminate the employment relationship with of any of the above listed personnel members without prior notice to or consent of County. In such an event, Contractor will notify County promptly and replace such personnel member with an individual reasonably acceptable to County.

3. Sub-contractor(s)

In accordance with Article 12 "Assignment or Sub-Contracting", listed below are Sub-contractor(s) anticipated by Contractor to perform services specified in Attachment A, Scope of Work.

Company Name	Staff Name
Summit Health <i>(acquired by Quest in 2014)</i>	Screening staff from Summit locations across the U.S., to provide worksite biometric screenings and process blood work. Our subcontractors use trained individuals such as RNs, LPNs, phlebotomists, and technicians. Staff may also include registered dietitians, exercise physiologists,

Company Name	Staff Name
	EMT’s, etc. Our vendors are certified and licensed, CLIA waived, and OSHA compliant.
Health Enhancement Services (HES)	<p>HES has been creating worksite wellness challenges for corporations, health plans, health systems, hospitals, government agencies, educational institutions and nonprofits since 1992.</p> <p>StayWell subcontracts their destination challenges to HES, allowing HES to setup and manage challenges. StayWell will provide a SSO to HES to allow for a seamless transition for participants.</p>
Language Line Solutions®	<p>Language Line Solutions® is the language services provider for Staywell. We use their translations services on our interactions with non-English speaking participants.</p> <p>They provide us with access to highly trained and professional linguists in more than 240 languages with hours that align with our coaching center.</p>

~~5-7.~~ Attachment E, Performance Guarantees shall be hereby deleted and replaced in its entirety as follows:

Attachment E

Performance Guarantees

Contractor shall report to the County yearly, or upon other frequency if noted below, within 45 days after the close of the contract term, on its satisfaction of each of the following performance guarantees.

Program Year 1: 05/13/15 – 05/12/16

Program Year 2: 05/13/16 – 05/12/17

Program Year 3: 05/13/17 – 05/12/18

Program Year 4: 5/13/18 – 5/12/19

Program Year 5: 5/13/19 – 5/12/20

Program Year 6: 5/13/20 – 5/12/21

Core Services Performance Guarantees:

Metric	Definition	Expected Performance	% of Fees at Risk
Client Satisfaction with Implementation	(1) A survey will be sent to key County stakeholders. Formal performance will be assessed 90 days the completion of the implementation plan. (2) “Satisfaction” is defined as the sum of the “top two box” responses (“satisfied” and “very satisfied”), divided by the number of responses, excluding “neutral”. (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 at least 90% for Contractor’s implementation execution, using Contractor’s standard implementation survey tool. Applies only to 2015 implementation.	Performance Fee of \$5,000.
Stakeholder Satisfaction – Ongoing	(1) A survey will be sent to key County stakeholders within 60 days of the end of each contract period. (2) “Satisfaction” is defined as the sum of the “top two box” responses (“satisfied” and “very satisfied”), divided by the number of responses, excluding “neutral”.	Achieve an overall Satisfaction rating of at least 90% for Contractor’s Account Management Team on an annual basis, using Contractor’s standard tool.	Performance Fee of \$3,500.

Metric	Definition	Expected Performance	% of Fees at Risk
	(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.		
Reporting	<p>(1) Reports on the program's progress will be produced and delivered:</p> <ul style="list-style-type: none"> a) Monthly: 100% of the standard monthly reports in any year will be delivered within 15 business days after the close of each reporting month. b) County and Contractor will mutually agreement when month reporting will begin. c) 100% of standard annual reports will be delivered within three (3) months after close of the Contract Year or within a mutually-agreed upon timeframe for non-claims reports. <p>(2) This will be measured through the standard work plan processes for the monthly reports and the annual report showing whether reporting deadlines were met.</p> <p>(3) The County will be alerted of important trends in the reporting on a continuous basis.</p> <p>(4) All reports will include executive summaries.</p>	For all Reporting requirements listed, 100% will be met	Performance Fee of \$3,500 (Includes Monthly & Annual Reports)
Client Data Feeds	Data Feeds will be sent to the County's Benefits Center for incentive purposes no later than 15 days after the end of the month that is being reported on.	All Data Feeds to the County's Benefits Center will have an accuracy rate of 98% and be delivered on time.	Performance fee of \$2,500 per feed during the incentive period, up to a maximum amount of \$10,000.
Web Portal	<p>(1) Web portal operational 99%, with the exception of scheduled maintenance.</p> <p>(2) The County will be alerted of urgent updates to the web portal within 48 hours of when the change is scheduled to occur.</p> <p>(3) The County will be alerted of scheduled updates to the web portal at least 30 days in advance of when the changes are scheduled to occur.</p> <p>(3) Measurement to begin in July 2015 and measured on monthly basis at the end of the month.</p>	≥99% web-based service uptime as measured over a 10 month period in first year and 12 months each subsequent year., excluding scheduled maintenance. Operational issues will be limited to those within the scope and control of the service provider.	Performance Fee of \$5,500 for each contract year.

Biometric Screening Performance Guarantees:

Metric	Measure	Performance Guarantee	Fees at Risk

Attachment B – Redline Changes to Contract with The StayWell Company LLC

Start Time	All scheduled events shall begin no later than ten (10) minutes after the scheduled event start time. The event will not be considered “late” if it is weather or natural disaster related or due to the site location not being made accessible by the County.	\$500 per event, if any one event starts more than ten (10) minutes late by no fault of County. The event start time will be shared with the County and confirmed prior to the scheduled event.	\$500 per event, up to a maximum of \$8,000 during each Wellness Incentive Period.
Supplies	(1) All scheduled events shall screen the number of expected participants. (a) The amount of supplies will be at each event based the number of screenings ordered. (b) The number ordered will be submitted to the County for review and approval before the order is submitted	\$500 per event if any one event does not have the adequate amount of supplies for the expected number of participants by no fault of County. The expected number of participants will be shared with the County and confirmed prior to the scheduled event.	\$500 per event, up to a maximum of \$8,000 during each Wellness Incentive Period.
Staff	All scheduled events shall be fully staffed according to the number of expected participants and amount of time designated to the event.	\$500 per event if any one event is not fully staffed, or, if Contractor does not confirm the number of staff to County prior to scheduled event, The number of staff will be confirmed by the Contractor to the County prior to the scheduled event.	\$500 per event, up to a maximum of \$8,000 during each Wellness Incentive Period.
Cancellations	No events shall be cancelled by Vendor.	This guarantee would be subject to any event cancelled within 10 business days of event.	\$500 per event, up to a maximum of \$8,000 during each Wellness Incentive Period.
Online Scheduler Availability	(1) Online Scheduler will be 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 scheduled updates to the web portal at least 30 days in advance of when the changes are scheduled to occur.	≥99% web-based service uptime as measured during the incentive period, excluding scheduled maintenance. Operational issues will be limited to those within the scope and control of the service provider.	\$3,500 for each Wellness Incentive scheduling period.

Telephonic Coaching Services Performance Guarantees

Metric	Measure	Performance Guarantee	Fees at Risk
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<p>Participation</p>	<p>(1) Performance will be monitored throughout the program. The formal performance guarantee measurement date will occur within 90 days following the close of activity for the previous contract year. (a) Telephonic lifestyle health coaching programs must be promoted through Contractor’s standard online contact process. (b) County will provide Contractor accurate and complete home addresses and telephone numbers on the customer eligibility file prior to implementation; a minimum accuracy rate of 90% is required. (c) Customer must implement targeting criteria that results in at least 50% of telephonic lifestyle coaching program eligibility for participants who complete the online health assessment.(2) Individuals who complete at least one coaching call and schedule their second call are considered participants. (3) Participation will be evaluated quarterly (every 90 days); if prior to formal performance assessment it appears participation will not meet the assumed levels, strategies to increase participation will be discussed and implemented. (4) Numerator: Count of participants who complete at least one (1) telephonic lifestyle health coaching call. (5) Denominator: Count of participants who registered for a telephonic lifestyle health coaching program. (6) Assumes a minimum of 500 telephonic health coaching participants.</p>	<p>>20% of the participants that register for telephonic health coaching, with valid contact information, will complete at least one telephonic Lifestyle Management call.</p>	<p>Performance Fee of \$5,500/contract year.</p>
<p>Engagement</p>	<p>(1) Assessment of engagement will be based on participants enrolled in the contract year being assessed. (2) Performance will be monitored throughout the contract year. The formal performance guarantee measurement date will occur during the 1st quarter following the close of activity for the previous contract year. (3) Engagement will be evaluated quarterly (every 90 days); 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) Participants who receive their first call in the last quarter of the measurement year will be excluded from the calculation. (5) Numerator: Count of Participants in the denominator who complete three (3) or more coaching calls and Denominator: Count of Participants that complete one (1) or more coaching calls (6) Assumes a minimum of 500 telephonic health coaching participants.</p>	<p>A minimum of 30% of participants will complete a minimum of three coaching calls.</p>	<p>Performance Fee of \$5,500/contract year.</p>

- Notes:
1. In the event that any PG is not able to be calculated due to unmet assumption criteria, that PG will be void and the Fees at Risk associated with that PG will not be reallocated to any other PG.
 2. Measurement for all PGs will be based upon Customer’s active employee population only.
 3. Customer termination during an active Program Year will void all PGs associated with that year.

4. Any undisputed fees not paid in full within sixty (60) days of the invoice date shall void all Performance Guarantees, in their entirety, related to the applicable Program Year of such undisputed ~~fees~~fee

*** Signature Page ***

8. Except as amended herein, all terms and conditions, including those terms of the Original Contract and any amendments/modifications are incorporated by this reference as if fully set forth herein and shall remain in full force.

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

The StayWell Company LLC

Print Name Title

Signature Date

Print Name Title

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:

Deputy, Office of County Counsel

Orange County, California

County of Orange

Amendment Two