



State of Wisconsin  
Department of Employee Trust Funds  
4822 Madison Yards Way  
Madison, WI 53705-9100  
P. O. Box 7931  
Madison, WI 53707-7931

## Contract by Authorized Board

**Commodity or Service:**

Third Party Administration of Wellness and Disease Management Programs

**Contract/Request for Proposal/Amendment No.:**

ETG0005 – Amendment #5 dated August 6, 2020

**Authorized Board:** Group Insurance Board

**Contract Period:** January 1, 2020 - December 31, 2021 with the option for renewal for an additional one (1) year

1. This Contract Amendment #5 is entered into by the State of Wisconsin Department of Employee Trust Funds (Department or ETF) on behalf of the Group Insurance Board (Board), and The StayWell Company, LLC (Contractor), whose address and principal officer appear below. The Department is the sole point of contact for this Contract.
2. Whereby in March 2020, MMUSA Acquisition II Corp., a corporate entity that indirectly held all of the membership interests in Contractor, was acquired by WebMD Health Corp., an Internet Brands company. For the time being, Contractor's business name, The StayWell Company, LLC, Taxpayer Identification Number and principal officer will remain as stated on page 3 of this Amendment #5. Contractor will notify the Department as soon as practicable if and when the Contractor's name, Taxpayer Identification Number and principal officer change.
3. Whereby the Department agrees to direct the purchase and Contractor agrees to supply the Contract requirements in accordance with the documents specified in the order of precedence below, which are hereby made a part of the Contract by reference.
4. In **Contract Amendment #1**, the Department and Contractor agreed to modify the Contract as follows:
  - a. Contractor's pricing and rules for flu vaccine services were added to the Contract as **Amendment 1A – StayWell Flu Vaccination Pricing and Assumptions**.
  - b. The Department's Request for Proposal (RFP) ETG0005 Appendix 7 - Performance Standards and Penalties, was modified as indicated in **Contract Amendment 1B – Modifications to Appendix 7-Performance Standards and Penalties**.
  - c. Section 28.0 Data Security and Privacy Agreement was added to RFP Exhibit 4 - Department Terms and Conditions. The revised Exhibit 4 was attached as **Contract Amendment 1C – Exhibit 4 Department Terms and Conditions**.
  - d. Sections 5.6.L, 5.7.Q and 5.12.1.F were added to the RFP as indicated in **Contract Amendment 1D – Additions to RFP Sections 5.6, 5.7 and 5.12**.
5. In **Contract Amendment #2**, the Department and Contractor agreed to modify the Contract as follows:
  - a. Sections 5.3.J, 5.4.D.6, 5.7.R, 5.11.I, and 5.11.J were modified or added to the RFP as indicated in the attached **Contract Amendment 2A – Changes/Additions to RFP Sections 5.3, 5.4, 5.7 and 5.11**.
  - b. The Department's Request for Proposal (RFP) ETG0005 Appendix 7 - Performance Standards and Penalties, was modified as indicated in **Contract Amendment 2B – Modifications to Appendix 7-Performance Standards and Penalties**.
6. In **Contract Amendment #3**, the Department and Contractor agreed to modify the Contract as follows:
  - a. Contract Amendment 1A – StayWell Flu Vaccination Pricing and Assumptions for the period September 1, 2018 through December 31, 2018 was deleted and replaced with **Contract Amendment 3A – StayWell Flu Vaccination Pricing and Assumptions** for the period September 1, 2019 through December 31, 2019.
  - b. The Department's Request for Proposal (RFP) ETG0005 Appendix 6 – Reporting Requirements, was modified as indicated in **Contract Amendment 3B – Modifications to Appendix 6-Reporting Requirements**.
  - c. The Department's Request for Proposal (RFP) ETG0005 Appendix 7 - Performance Standards and Penalties, was modified as indicated in **Contract Amendment 3C – Modifications to Appendix 7-Performance Standards and Penalties**.

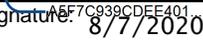
- d. New **Appendix 7A – StayWell – Performance Standards and Penalties for Flu Shot Clinics** was added to the Contract.
7. In **Contract Amendment #3**, the Department and Contractor memorialized the activities below, which Contractor completed in 2018 upon the request and direction of the Department. The Department and Contractor agreed:
- a. Contractor has developed custom data export capabilities to export Well Wisconsin Program data to the Department's Pharmacy Benefit Manager, Navitus, and has exported such data to Navitus, for \$8,000.
  - b. Contractor has created customized Well Wisconsin Program letters for Contractor's Subcontractor Tango to accompany Well Wisconsin Program Participant gift cards, for \$2,500.
8. In **Contract Amendment #3**, the Department and Contractor agreed as follows:
- a. The pricing indicated in Contractor's BAFO dated July 21, 2016, for 2019 shall be in effect for the Contract period of January 1, 2019 – December 31, 2020.
  - b. Contractor will provide one additional full-time Program Manager, to be located either at the Department's location, or elsewhere in Wisconsin or in a state nearby, as mutually agreed upon by Contractor and the Department. The Program Manager will support the Account Team, coaching requirements, health fair support and employer travel requested by the Department. Additional duties may include: recruiting, training and maintaining wellness champions, creating turn-key programming for wellness champions to implement, working closely with the champions to evaluate, and supporting a culture of health at worksites. Contractor will hire the additional Program Manager specific to the Department's needs, and the Department will be involved in the hiring process. Contractor will perform the initial hire screening and will bring qualified candidates to the Department for the Department's final approval. The cost of this additional full-time Program Manager will be fully borne by Contractor.
9. In **Contract Amendment #4**, the Department and Contractor agreed as follows:
- a. Contract Amendment 3A – StayWell Flu Vaccination Pricing and Assumptions for the period September 1, 2019 through December 31, 2019 was deleted and replaced with **Contract Amendment 4A – StayWell Flu Vaccination Pricing and Assumptions** for the period September 1, 2020 through December 31, 2020.
  - b. Sections 5.7.S, 5.7.T, 5.11.K and 5.11.L were added to the RFP as indicated in **Contract Amendment 4B – Additions to RFP Sections 5.7 and 5.11**.
  - c. RFP Exhibit 2 – Standard Terms And Conditions (Requests for Bids / Proposals), RFP Exhibit 3 – Supplemental Standard Terms and Conditions for Procurements for Services, RFP Exhibit 4 – Department Terms and Conditions, dated April 22, 2016 and Contract Amendment 1C – Exhibit 4 Department Terms and Conditions, dated April 27, 2017, were deleted and replaced with **Contract Amendment 4C - Exhibit 4 Department Terms and Conditions**, dated April 7, 2020.
  - d. Section F of RFP Section 5.12.1 – Data Integration and Technical Requirements, added per Contract Amendment 1D – Additions to RFP Sections 5.6, 5.7 and 5.12, was deleted and replaced with new RFP Section 5.12.1.I as indicated in **Contract Amendment 4D – Addition to RFP Section 5.12.1 Data Integration and Technical Requirements**.
10. In this **Contract Amendment #5**, the Department and Contractor hereby agree as follows:
- a. Because of the COVID pandemic, the Department and Contractor have agreed to allow Well Wisconsin Program Participants to utilize a Home Test Kit in lieu of participating in in-person health screenings. Contractor's pricing and implementation rules for Home Test Kit services are hereby added to the Contract with the attached **Contract Amendment 5A – StayWell Home Test Kits Pricing and Implementation**.  
  
The Department and the Contractor hereby agree that if a Participant returns their Home Test Kit successfully as instructed, the Participant may count that as a health screening activity for the Well Wisconsin Program incentive in the incentive period in which it was received (must be the then-current incentive period). The Contractor will include a Participant notification in the Well Wisconsin Program portal regarding this benefit.
  - b. Section M of the Department's Request for Proposal (RFP) ETG005 Appendix 7 – Performance Standards and Penalties, is hereby modified as indicated in the attached **Contract Amendment 5B – Modifications to Appendix 7 – Performance Standards and Penalties**.
  - c. RFP Sections 5.7.N and 5.7.D.11 are hereby amended as indicated in the attached **Contract Amendment 5C – Additions/Changes to RFP Section 5.7**.
  - d. The Department and the Contractor hereby agree that if a Participant receives a routine dental cleaning in the current Well Wisconsin Program incentive period, the Participant may count the cleaning as a health screening activity for the Well Wisconsin Program incentive in the incentive period in which the dental cleaning was received (must be the then-current incentive period). The Contractor will include a Participant notification in the Well Wisconsin Program portal regarding this benefit. The Contractor will verify a Participant's self-reporting of a dental cleaning with the appropriate dental insurance provider should the Department request such verification.
  - e. The Department and the Contractor hereby agree that if a Participant takes part in one health coaching call with the Contractor, the Participant may count the coaching call as a health screening activity for the Well Wisconsin Program incentive in the incentive period in which the coaching call was completed (must be the then-current incentive period).

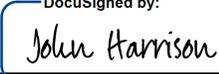
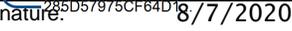
11. For purposes of administering the Contract, the order of precedence is:

- (a) This Contract Amendment #5;
- (b) Contract Amendment #4 signed by the Board on April 21, 2020;
- (c) Contract Amendment #3 signed by the Board on July 26, 2019;
- (d) Contract Amendment #2 signed by the Board on September 6, 2018;
- (e) Contract Amendment #1 signed by the Board on March 12, 2018;
- (f) The Contract between Contractor and the Department signed by the Board on August 16, 2016;
- (g) Exhibit A, Changes Agreed to by the Parties during contract negotiations and from the Request for Proposal (RFP) ETG0005;
- (h) Request for Proposal (RFP) ETG0005 dated April 25, 2016; and,
- (i) Contractor's proposal dated May 27, 2016.

**Contract Number & Service: ETG0005 Third Party Administration of Wellness and Disease Management Programs Amendment #5**

This Contract shall become effective upon the date of last signature below (the "Effective Date").

<b>State of Wisconsin Department of Employee Trust Funds</b>
Authorized Board: <b>Group Insurance Board</b>
By (Name): Herschel Day, Chair, Group Insurance Board
Signature: 
Date of Signature:  8/7/2020
Contact A. John Voelker, ETF Deputy Secretary, if questions arise: (608) 266-9854

<b>Contractor</b>
Legal Company Name: The StayWell Company, LLC
Trade Name: The StayWell Company, LLC
Taxpayer Identification Number: 94-3151780
Contractor Address (Street Address, City, State, Zip): 1020 Discovery Rd., Suite 100 Saint Paul, MN 55121
Name & Title (print name and title of person authorized to legally sign for and bind Contractor): John Harrison General Manager, WebMD Health Services
Signature: 
Date of Signature:  8/7/2020
Email: <a href="mailto:jharrison@webmd.net">jharrison@webmd.net</a> Phone: (503) 416-2530

## Amendment 5A

# StayWell Home Test Kit Pricing & Implementation for the State of Wisconsin

(Valid as of the effective date of Amendment #5)

Home Test Kit Pricing	
HOME TEST KIT SERVICE	PRICE PER HOME TEST KIT REQUESTED
Home Test Kit requested	\$20.00
Replacement Home Test Kit requested	\$20.00
HOME TEST KIT SERVICE	PRICE PER HOME TEST KIT PROCESSED BY LAB
Each Home Test Kit processed by the lab (StayWell's Subcontractor) will provide the following clinical laboratory tests: <ul style="list-style-type: none"> <li>• Total Cholesterol</li> <li>• HDL Cholesterol</li> <li>• LDL Cholesterol</li> <li>• TC/HDL Ratio</li> <li>• Triglycerides</li> <li>• Glucose</li> </ul>	\$35.00*  *The \$35 processing fee is in addition to the Home Test Kit fees listed above.
Each Home Test Kit Requested will contain the following items: <ul style="list-style-type: none"> <li>• Cover letter</li> <li>• Full color instructions</li> <li>• Quest Diagnostics Qcard</li> <li>• 2 lancets</li> <li>• 1 alcohol prep pad</li> <li>• Gauze</li> <li>• 1 Blood Sample Return Bag to place the Qcard into</li> <li>• 1 Test Requisition Form for Participant to complete</li> <li>• 1 Pre-addressed, pre-paid return mail envelope</li> </ul>	
Home Test Kit Implementation	
<ol style="list-style-type: none"> <li>1. Participants may request Home Test Kits from StayWell's Subcontractor, Quest, and each such request shall be considered an "order."</li> <li>2. As part of the implementation, StayWell will add the Qcard screening option to the Quest Wellness Engine, the application currently used for Participant registration for onsite screenings via single sign-on (SSO) from the My StayWell platform to request a Home Test Kit.</li> <li>3. Quest will ship the Home Test Kits within 3-5 Business Days of Quest's receipt of the order.</li> <li>4. Participants will receive instructions with the Home Test Kit for sample collection and return using the return mail envelope provided.</li> <li>5. Participants will receive a confirmation email when the Home Test Kit has been processed. Results will be sent in the mail and will be uploaded to the My StayWell platform.</li> <li>6. Automated reminder emails will be sent 30 Calendar Days and 7 Calendar Days before the incentive deadline for the then-current incentive period to remind Participants to return materials for those that have not yet returned their Home Test Kit.</li> <li>7. If a Participant's sample is not testable, an email will be sent and the Participant has the option to request a Replacement Home Test Kit.</li> <li>8. Quest will enforce a limit of 2 Home Test Kits per Participant per incentive period.</li> <li>9. StayWell will invoice ETF monthly for: a) number of Home Test Kits sent to Participants, b) number of replacement Home Test Kits sent to Participants, and c) number of Home Test Kits processed by Subcontractor.</li> </ol>	

## Amendment 5B

### Modifications to RFP Appendix 7

### Performance Standards and Penalties

The following performance standards and penalties listed in RFP Appendix 7 – Performance Standards and Penalties, are modified as follows:

MODIFY section M as follows:														
M. Behavioral Changes														
Behavioral Change	Penalties	Performance Standard												
<p><b>1. Population-Level Lifestyle Management Behavior Change*</b></p>	<p>0.5% Fees at risk (excludes screenings &amp; screening related fees)</p> <p><b>Tiered:</b>                      .75 – .99%= 50%                      .50 – .74%= 75%                      &lt; .50% =100%</p>	<p>Achieve at least 1% net improvement in number of health risks of all active state and UW employee repeat health assessment (“HA”) Participants for <del>2017 and 2018</del>2020.</p> <p><b>Assumptions:</b> This Performance Standard will be void if any of the following criteria are not met: <b>(1)</b> Department implementation of a proposed comprehensive program model, including HA, targeted lifestyle interventions (including telephonic delivery mode and other modes of the Department’s choice), and population-based health education opportunities in each program year; <b>(2)</b> Employee HA completion rate of at least 40% and an employee lifestyle management registration rate of at least 25% in each program year; <b>(3)</b> at least 50% of employee HA completers are invited to participate in targeted lifestyle management interventions; <b>(4)</b> consistency with intervention program criteria as detailed in scope of work in each program year; <b>(5)</b> Department implementation of a follow-up HA at the end of each program year; <b>(6)</b> Annual HA administration; If the HA is offered to eligible employees less than 12 months from the initial HA, the targeted net improvement in number of health risks will be adjusted.); <b>(7)</b> Department implementation of a mutually agreed promotion/communication/incentive strategy; <b>(8)</b> Department implements Contractor’s standard engagement strategy for coaching programs; <b>(9) Implementation of same HA version in both baseline and follow-up program years; (10) No substantive changes to the HA instrument are made between the baseline and follow-up program years; and (11) this Performance Standard and its assumptions will be reviewed on an annual basis with any changes to be mutually agreed to by the Department and Contractor.</b></p> <p><b>Measured by:</b> Contractor’s <del>Key Findings and Recommendation-Health Assessment Risk</del> Reporting. Analysis of population-level behavior change is based on repeat employee HA completion, comparing an employee’s first HA completed within the baseline program year (i.e., program year being evaluated by the Performance Standard) to the HA completed in the following program year. Calculation compares the average number of risks in the baseline program year to the average number of risks in the HA follow-up program year and determines the percentage change. Measurement requires that a follow-up HA be implemented in the program year following the assessed program year. Calculation is based on the following formula:                      ((follow-up # risks - baseline # risks)/ baseline # risks)*100 = -x.x%</p> <p><b>Timing of HA for Calculation:</b></p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th>Program Year</th> <th>When Run<sup>c</sup></th> <th>Baseline<sup>a</sup></th> <th>Follow-up<sup>b</sup></th> </tr> </thead> <tbody> <tr> <td style="text-align: center;"><del>2017</del>2020</td> <td style="text-align: center;"><del>2018</del>2021</td> <td style="text-align: center;"><del>2017</del>2020</td> <td style="text-align: center;"><del>2018</del>2021</td> </tr> <tr> <td style="text-align: center;">2018</td> <td style="text-align: center;">2019</td> <td style="text-align: center;">2017-2018</td> <td style="text-align: center;">2019</td> </tr> </tbody> </table> <p><sup>a</sup> Same version of HA is conducted each year. A baseline period (date range for program year being evaluated by the Performance</p>	Program Year	When Run <sup>c</sup>	Baseline <sup>a</sup>	Follow-up <sup>b</sup>	<del>2017</del> 2020	<del>2018</del> 2021	<del>2017</del> 2020	<del>2018</del> 2021	2018	2019	2017-2018	2019
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<del>2017</del> 2020	<del>2018</del> 2021	<del>2017</del> 2020	<del>2018</del> 2021											
2018	2019	2017-2018	2019											

		<p>Standard) is used for measuring impact of risk changes to date, with that baseline period ranging from the start date of the program year being evaluated by the Performance Standard to the start date of the follow-up program year. If there are multiple HAs in the baseline period, the first HA completed is used as the baseline HA.</p> <p><sup>b</sup> The follow-up HA is the <u>same version of</u> HA completed in the program year following the program year being evaluated by the Performance Standard (usually administered at the beginning of the follow-up program year).</p> <p><sup>c</sup> <u>Calculation is completed within ninety (90) Calendar Days of the close of the specified program year.</u></p> <p><u>*This Performance Standard will be void if Contractor fails to meet the Performance Standard and Contractor and Department mutually agree that the cause of the failure was outside of Contractor's reasonable control and there is no fault or negligence on Contractor's part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, or significant organizational changes such as mergers, acquisitions, divestitures, or workforce reductions resulting from the same, where the cause was beyond Contractor's reasonable control and without fault or negligence on Contractor's part.</u></p>
<p><b>2. Telephonic Health Coaching Group Lifestyle Management Behavior Change*</b></p> <p><i>This Performance Standard 2 replaces the Performance Standard of the same name submitted by Contractor in its BAFO cover letter dated July 21, 2016</i></p>	<p>0.5% Fees at risk (excludes screenings &amp; screening-related fees)</p> <p><b>Tiered:</b>                      5.75 – 5.99%= 50%                      5.50 – 5.74%= 75%                      &lt; 5.50% =100%</p>	<p>Achieve at least a 6% net reduction in the number of health risks for all active state and UW employee repeat health assessment (HA) completers, for the group that participated in telephonic health coaching during the <del>2017 and 2018</del> 2020 program year.</p> <p><b>Assumptions:</b> This Performance Standard will be void if any of the following criteria are not met: <b>(1)</b> Customer implementation of a proposed comprehensive program model including HA, targeted lifestyle interventions (including telephonic delivery mode and other modes of Customer's choice), and population-based health education opportunities in each program year; <b>(2)</b> Employee HA completion rate of at least 40% and an employee lifestyle management registration rate of at least 25% in each program year; <b>(3)</b> at least 50% of employee HA completers are invited to participate in targeted lifestyle management interventions; <b>(4)</b> consistency with intervention program criteria as detailed in scope of work in each program year; <b>(5)</b> no use of excessive incentives by Customer to drive participation in coaching programs (based on Contractor research demonstrating high cost incentives can diminish intrinsic motivation and behavior change); <b>(6)</b> implementation of a follow up HA at the end of each program year; and <b>(7)</b> average time between HAs for all repeat HA completers included in the measurement will be at least 0.9 years but no greater than 1.1 years (If another HA is offered to eligible employees less than 12 months from the initial HA, the targeted net improvement in number of health risks will be adjusted); <b>(8)</b> Customer implementation of a mutually agreed promotion/communication/incentive strategy; <b>and (9)</b> Customer implements Contractor's standard engagement strategy for coaching programs; <b>(10) Implementation of same HA version in both baseline and follow-up program years; (11) No substantive changes to the HA instrument are made between the baseline and follow-up program years; and (12) this Performance Standard and its assumptions will be reviewed on an annual basis with any changes to be mutually agreed to by the Department and Contractor.</b></p> <p><b>Measured by:</b> Contractor's <u>Health Assessment Risk Key Findings and Recommendation Report Reporting.</u></p> <p>Analysis of telephonic health coaching behavior change is based on repeat employee HA completion by those who participated in telephonic health coaching program, comparing an employee's first HA completed within the baseline program year (i.e., program year being evaluated by the Performance Standard) to the <u>same version of</u> HA completed in the following the program year. Calculation compares the average number of risks in the baseline program year to the average number of risks in the HA follow-up program year and determines the percentage change.</p>

		<p>Measurement requires that a follow-up HA be implemented in the program year following the assessed program year.                      Calculation is based on the following formula:                      ((follow-up # risks - baseline # risks)/baseline # risks)*100 = -x.x%</p> <p><b>Timing of HA for Calculation</b></p> <table border="1" data-bbox="743 268 1495 407"> <thead> <tr> <th>Program Year</th> <th>When Run<sup>c</sup></th> <th>Baseline<sup>a</sup></th> <th>Follow-up<sup>b</sup></th> </tr> </thead> <tbody> <tr> <td><del>2017</del>2020</td> <td><del>2018</del>2021</td> <td><del>2017</del>2020</td> <td><del>2018</del>2021</td> </tr> <tr> <td>2018</td> <td>2019</td> <td>2018</td> <td>2019</td> </tr> </tbody> </table> <p><sup>a</sup> <u>Same version of</u> HA is conducted each year. A baseline period (date range for program year being evaluated by the Performance Standard) is used for measuring impact of risk changes to date, with that baseline period ranging from the start date of the program year being evaluated by the Performance Standard to the start date of the follow-up program year. If there are multiple HAs in the baseline period, the first HA completed is used as the baseline HA.</p> <p><sup>b</sup> The follow-up HA is the <u>same version of</u> HA completed in the program year following the program year being evaluated by the Performance Standard (usually administered at the beginning of the follow-up program year).</p> <p><sup>c</sup> <u>Calculation is completed within ninety (90) Calendar Days of the close of the specified program year.</u></p> <p><u>*This Performance Standard will be void if Contractor fails to meet the Performance Standard and Contractor and Department mutually agree that the cause of the failure was outside of Contractor's reasonable control and there is no fault or negligence on Contractor's part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, or significant organizational changes such as mergers, acquisitions, divestitures, or workforce reductions resulting from the same, where the cause was beyond Contractor's reasonable control and without fault or negligence on Contractor's part.</u></p>	Program Year	When Run <sup>c</sup>	Baseline <sup>a</sup>	Follow-up <sup>b</sup>	<del>2017</del> 2020	<del>2018</del> 2021	<del>2017</del> 2020	<del>2018</del> 2021	2018	2019	2018	2019
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2018	2019	2018	2019											
<p><b>3. Health Coaching Behavior Change: Physical Activity</b></p>	<p>0.2%</p>	<p>At least 40% of physical activity coaching Participants will improve their frequency of 30+ minutes of moderate exercise.</p> <p><b>Assumptions:</b> This Performance Standard will be void if any of the following criteria are not met: <b>(1)</b> Department implementation of a mutually agreed promotion/communication/incentive strategy; and <b>(2)</b> Department implements Contractor's standard engagement strategy for coaching programs; <del>and</del> <b>(3)</b> Calculation is based on a minimum sample of 30 program completers in each topic area with pre-assessment and post-assessment data; <u>and (4) this Performance Standard and its assumptions will be reviewed on an annual basis with any changes to be mutually agreed to by the Department and Contractor.</u></p> <p><b>Measurement:</b> Contractor's annual client coaching outcomes report. <u>Calculation is completed within ninety (90) Calendar Days of the close of the specified program year.</u></p> <p><b>Timing of HA for Calculation</b></p> <table border="1" data-bbox="922 1570 1317 1650"> <thead> <tr> <th>Program Year</th> <th>When Run</th> </tr> </thead> <tbody> <tr> <td><del>2019</del> 2020</td> <td><del>2019</del> 2020</td> </tr> </tbody> </table> <p><u>*This Performance Standard will be void if Contractor fails to meet the Performance Standard and Contractor and Department mutually agree that the cause of the failure was outside of Contractor's reasonable control and there is no fault or negligence on Contractor's part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, or significant organizational changes such as mergers, acquisitions, divestitures, or workforce reductions resulting from the same, where the cause was</u></p>	Program Year	When Run	<del>2019</del> 2020	<del>2019</del> 2020								
Program Year	When Run													
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		<p><u>beyond Contractor's reasonable control and without fault or negligence on Contractor's part.</u></p>				
<p><b>4. Health Coaching Behavior Change: Healthy Eating</b></p>	<p>0.2%</p>	<p>At least 40% of nutrition coaching Participants will improve their fruit intake or 40% will improve their vegetable intake.</p> <p><b>Assumptions:</b> This Performance Standard will be void if any of the following criteria are not met: <b>(1)</b> Department implementation of a mutually agreed promotion/communication/incentive strategy; and <b>(2)</b> Department implements Contractor's standard engagement strategy for coaching programs; <del>and</del> <b>(3)</b> Calculation is based on a minimum sample of 30 program completers in each topic area with pre-assessment and post-assessment data; <u>and (4) this Performance Standard and its assumptions will be reviewed on an annual basis with any changes to be mutually agreed to by the Department and Contractor.</u></p> <p><b>Measurement:</b> Contractor's annual client coaching outcomes report. <u>Calculation is completed within ninety (90) Calendar Days of the close of the specified program year.</u></p> <p><b>Timing of HA for Calculation</b></p> <table border="1" data-bbox="922 653 1317 730"> <thead> <tr> <th>Program Year</th> <th>When Run</th> </tr> </thead> <tbody> <tr> <td><del>2019</del> 2020</td> <td><del>2019</del> 2020</td> </tr> </tbody> </table> <p><u>*This Performance Standard will be void if Contractor fails to meet the Performance Standard and Contractor and Department mutually agree that the cause of the failure was outside of Contractor's reasonable control and there is no fault or negligence on Contractor's part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, or significant organizational changes such as mergers, acquisitions, divestitures, or workforce reductions resulting from the same, where the cause was beyond Contractor's reasonable control and without fault or negligence on Contractor's part.</u></p>	Program Year	When Run	<del>2019</del> 2020	<del>2019</del> 2020
Program Year	When Run					
<del>2019</del> 2020	<del>2019</del> 2020					
<p><b>5. Health Coaching Behavior Change: Stress Management</b></p>	<p>0.2%</p>	<p>At least 50% of stress management coaching Participants will improve their perceived ability to cope with stress.</p> <p><b>Assumptions:</b> This Performance Standard will be void if any of the following criteria are not met: <b>(1)</b> Department implementation of a mutually agreed promotion/communication/incentive strategy; <b>(2)</b> Department implements Contractor's standard engagement strategy for coaching programs; <del>and</del> <b>(3)</b> Calculation is based on a minimum sample of 30 program completers in each topic area with pre-assessment and post-assessment data; <u>and (4) this Performance Standard and its assumptions will be reviewed on an annual basis with any changes to be mutually agreed to by the Department and Contractor.</u></p> <p><b>Measurement:</b> Contractor's annual client coaching outcomes report. <u>Calculation is completed within ninety (90) Calendar Days of the close of the specified program year.</u></p> <p><b>Timing of HA for Calculation:</b></p> <table border="1" data-bbox="922 1535 1317 1612"> <thead> <tr> <th>Program Year</th> <th>When Run</th> </tr> </thead> <tbody> <tr> <td><del>2019</del> 2020</td> <td><del>2019</del> 2020</td> </tr> </tbody> </table> <p><u>*This Performance Standard will be void if Contractor fails to meet the Performance Standard and Contractor and Department mutually agree that the cause of the failure was outside of Contractor's reasonable control and there is no fault or negligence on Contractor's part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, or significant organizational changes such as mergers, acquisitions, divestitures, or workforce reductions resulting from the same, where the cause was beyond Contractor's reasonable control and without fault or negligence on Contractor's part.</u></p>	Program Year	When Run	<del>2019</del> 2020	<del>2019</del> 2020
Program Year	When Run					
<del>2019</del> 2020	<del>2019</del> 2020					

<p><b>6. Health Coaching Behavior Change: Weight Management</b></p>	<p>0.2%</p>	<p>At least 50% of weight management coaching Participants will reduce their weight.</p> <p><b>Assumptions:</b> This Performance Standard will be void if any of the following criteria are not met: <b>(1)</b> Department implementation of a mutually agreed promotion/communication/incentive strategy; and <b>(2)</b> Department implements Contractor’s standard engagement strategy for coaching programs; <del>and</del> <b>(3)</b> Calculation is based on a minimum sample of 30 program completers in each topic area with pre-assessment and post-assessment data; <u>and (4) this Performance Standard and its assumptions will be reviewed on an annual basis with any changes to be mutually agreed to by the Department and Contractor.</u></p> <p><b>Measurement:</b> Contractor’s annual client coaching outcomes report. <u>Calculation is completed within ninety (90) Calendar Days of the close of the specified program year.</u></p> <p><b>Timing of HA for Calculation:</b></p> <table border="1" data-bbox="922 579 1317 655"> <thead> <tr> <th>Program Year</th> <th>When Run</th> </tr> </thead> <tbody> <tr> <td><del>2019</del> 2020</td> <td><del>2019</del> 2020</td> </tr> </tbody> </table> <p><u>*This Performance Standard will be void if Contractor fails to meet the Performance Standard and Contractor and Department mutually agree that the cause of the failure was outside of Contractor’s reasonable control and there is no fault or negligence on Contractor’s part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, or significant organizational changes such as mergers, acquisitions, divestitures, or workforce reductions resulting from the same, where the cause was beyond Contractor’s reasonable control and without fault or negligence on Contractor’s part.</u></p>	Program Year	When Run	<del>2019</del> 2020	<del>2019</del> 2020
Program Year	When Run					
<del>2019</del> 2020	<del>2019</del> 2020					
<p><b>7. Health Coaching Behavior Change: Tobacco Cessation</b></p>	<p>0.2%</p>	<p>At least 30% of Participants in a telephone-based tobacco cessation health coaching program who reported smoking at the start of the program will quit smoking.</p> <p><b>Assumptions:</b> This Performance Standard will be void if any of the following criteria are not met: (1) Department implementation of a mutually agreed promotion/communication/incentive strategy; and (2) Department implements Contractor’s standard engagement strategy for coaching programs; <del>and</del> (3) Calculation is based on a minimum sample of 30 program completers in each topic area with pre-assessment and post-assessment data; <u>and (4) this Performance Standard and its assumptions will be reviewed on an annual basis with any changes to be mutually agreed to by the Department and Contractor.</u></p> <p><b>Measurement:</b> Contractor’s annual client coaching outcomes report. <u>Calculation is completed within ninety (90) Calendar Days of the close of the specified program year.</u></p> <p><b>Timing of HA for Calculation:</b></p> <table border="1" data-bbox="922 1486 1317 1562"> <thead> <tr> <th>Program Year</th> <th>When Run</th> </tr> </thead> <tbody> <tr> <td><del>2019</del> 2020</td> <td><del>2019</del> 2020</td> </tr> </tbody> </table> <p><u>*This Performance Standard will be void if Contractor fails to meet the Performance Standard and Contractor and Department mutually agree that the cause of the failure was outside of Contractor’s reasonable control and there is no fault or negligence on Contractor’s part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, or significant organizational changes such as mergers, acquisitions, divestitures, or workforce reductions resulting from the same, where the cause was beyond Contractor’s reasonable control and without fault or negligence on Contractor’s part.</u></p>	Program Year	When Run	<del>2019</del> 2020	<del>2019</del> 2020
Program Year	When Run					
<del>2019</del> 2020	<del>2019</del> 2020					

Notes:

1. Fees at Risk are expressed as a percentage of applicable billings in any ~~P~~rogram ~~Y~~year related to that ~~P~~rogram ~~Y~~year. Applicable billings are solely those related to the underlying program supported by the Performance Standards, as outlined above. Fees at risk also exclude goods and services provided by a third party or subcontractor such as pedometers or Fitbit devices. In the event that any Performance Standard is not able to be calculated due to unmet assumption criteria, that Performance Standard will be void and the Fees at Risk associated with that Performance Standard will not be reallocated to any other Performance Standard.
2. Measurement for all Performance Standards will be based upon the Department's active employee population only.
3. The Contractor shall no longer be responsible for the payment of performance standard penalty fees owed to the Department upon the effective date of Contract termination. In the event of Contract termination, fees owed by the Contractor for performance standard penalties shall be prorated based on the effective date of Contract termination.
4. Fees at risk exclude onsite staff fees, if applicable.
5. If any undisputed fees are not paid in full within thirty (30) ~~Calendar~~ Days of the Department's receipt of the invoice for such fees, the Contractor shall not be responsible for the payment of any performance standard penalty fees until the Department brings its account current with respect to such undisputed fees.

## Amendment 5C

### Changes/Additions to RFP Section 5.7

**A. RFP Section 5.7.N is hereby amended as follows:**

- N. The Contractor must provide up to twelve (12) live webinars/podcasts each year of the Contract. ~~Webinar topics, and promotion methods and content must be included in the Annual Promotion and Communication Plan submitted to ETF. Webinar content~~ must be provided to and approved by the ETF Program Manager at least ~~ninety (90) Days~~ ten (10) Business Days prior to the webinar event date, ~~and have all updates required by ETF sixty (60) Days prior to the air date.~~ Up to two (2) webinars/podcasts per year will be specific to the requirements of the ETF program and the Contractor services offered as part of the ETF program. Participants must be able to pre-register for the events. After a Participant registers for an event, the Contractor must email the registrant a) a calendar invitation with instructions on connecting to the event, and b) an event reminder email one week to two Calendar Days prior to the event. The Contractor must distribute a ~~A~~-post-webinar event satisfaction survey ~~must be distributed to event attendees of the webinars.~~

**B. RFP Section 5.7.D.11 is hereby amended as follows:**

11. Members utilizing health coaching must receive a satisfaction survey at the end of ~~every~~ the first and third (or final) coaching session. The surveys must use a five (5)-point rating scale and content must be approved by the ETF Program Manager prior to distribution.