Proposal response for:

The Wisconsin Department of Employee Trust Funds RFP ETG0005 Wellness and Disease Management Program Administration

May 27, 2016

Presented to:

State of Wisconsin
Department of Employee
Trust Funds on behalf of the
Group Insurance Board

RFP ETG0005

Prepared by:

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Tab 1 - Addendum 1 *(page 1, signed)*

STATE OF WISCONSIN
Department of Employee Trust Funds
Robert J. Conlin
SECRETARY

801 W Badger Road
PO Box 7931
Madison WI 53707-7931

1-877-533-5020 (toll free)
Fax (608) 267-4549
http://etf.wi.gov

Date: May 17, 2016

To: All RFP ETG0005 Proposers

RE: **ADDENDUM No. 1**
Request for Proposal (RFP) ETG0005
Third Party Administration of Wellness and Disease Management Programs

Acknowledgement of receipt of this Addendum No. 1:

Proposers must acknowledge receipt of this Addendum No. 1 by providing the required information in the box below and including this page 1 in Proposer's Proposal.

Proposer's Company Name:	The StayWell Company, LLC.
Authorized Printed Name:	Kris Zitzmann, Vice President, National Accounts
Authorized Signature:	Kris Zitzmann
	Date 5/24/16

Please note the following updates to RFP ETG0005:

1. <u>**ADD**</u> the following bullet to Page 15 of the RFP, Section 2.4 to the right of TAB 1 directly proceeding "Provide the following in the following order:"
   - Page 1 of ADDENDUM No. 1: Sign Page 1 of Addendum No. 1, complete, and sign.
2. <u>**NOTE:**</u> the Word document named Attachment E - Subcontractor Information, located on the ETF Extranet should, within the Attachment, have the title/header "Attachment E," not Attachment D. The Word document that was posted on VendorNet was titled correctly.
3. <u>**REMOVE**</u> the Microsoft Excel file labeled "*Attachment C – Cost Proposal*" and <u>**REPLACE**</u> with the Microsoft Excel file labeled "*Attachment C – Cost Proposal – ADDENDUM No. 1.*"
4. <u>**ADD**</u> Appendix 8 – 2015 Onsite Biometric Screening Events. (8 pages)
5. <u>**ADD**</u> Appendix 9 – Standard Claims Extract. (22 pages)

Tab 1 - Addendum 2 *(page 1, signed)*

STATE OF WISCONSIN
Department of Employee Trust Funds
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Madison WI 53707-7931

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http://etf.wi.gov

Date:	May 19, 2016
To:	All RFP ETG0005 Proposers
RE:	**ADDENDUM No. 2** **Request for Proposal (RFP) ETG0005** **Third Party Administration of Wellness and Disease Management Programs**

Acknowledgement of receipt of this Addendum No. 2:

Proposers must acknowledge receipt of this Addendum No. 2 by providing the required information in the box below and including this page 1 in Proposer's Proposal.

Proposer's Company Name:	The StayWell Company, LLC.
Authorized Printed Name:	Kris Zitzmann, Vice President, National Accounts
Authorized Signature:	Kris Zitzmann
	Date 5/24/16

Please note the following updates to RFP ETG0005:

1. ADD the following bullet to Page 15 of the RFP, Section 2.4 to the right of TAB 1 directly proceeding "Provide the following in the following order:"
   - Page 1 of ADDENDUM No. 2: Sign Page 1 of Addendum No. 2, complete, and sign.
2. GENERAL INFORMATION: This Addendum No. 2 contains all remaining questions submitted by Proposers. All of the questions listed in Addendum No. 2 are questions submitted by Proposers prior to or on May 6, 2016.
3. CHANGE the Proposal Due Date to **Tuesday, May 31, 2016 by 2:00 PM CDT**. Change the **PROPOSAL DUE DATE** in Section 1.9, Table 4 Calendar of Events, AND in Section 2.3 on page 15 of the RFP, to Tuesday, May 31, 2016, 2:00 PM CDT.
4. ADD the following answers from ETF to questions submitted by Proposers:

Transmittal Letter

May 24, 2016

Beth Bucaida
Purchasing Agent-Senior
Department of Employee Trust Funds
801 West Badger Road
Madison, WI 53713-2526

Re: ETG0005 Third Party Administration of Wellness and Disease Management Programs RFP

Dear Ms. Bucaida:

The StayWell Company ("StayWell") welcomes the opportunity to respond to the Wisconsin Department of Employee Trust Funds (ETF) Request for Proposal ("RFP"), which seeks a strategic partner to administer wellness and disease management programs as part of the Well Wisconsin incentive program and to support your Total Health Management model.

StayWell has been passionately leading the well-being industry for close to 40 years. We've been pioneers in our industry and our clients have been honored with numerous national awards in population health management. We continue to grow and expand our reach and are a recognized industry leader. StayWell has more experience — and offers deeper services to support your goals — than any of our competitors. We've spent years researching what works and what doesn't, and we focus on meaningful, measurable results. We will mirror that goal to you by delivering wellness and disease management programs that give your Members everything they need to better manage their health.

The pages that follow outline StayWell's recommended approach for the ETF based on the details provided in the RFP process. In addition, we have proposed some optional enhancements to your program that we believe will increase engagement and provide an optimum level of service at a competitive, cost-effective price.

Meeting your needs: our proposed solution

StayWell offers the ETF a full range of programs and services to help individuals stay healthy, reduce their health risks, and improve their health status if they have a chronic condition or illness. We have proposed the following proven components, which will be tailored to the ETF's goals.

Core services

- Health risk assessment (HRA) (online, paper, phone support)
- Coaching programs (individual and supported)
- Disease management
- Incentive consultation, design, management, and administration
- Points Bank, online incentive tracking tool
- StayWell CONNEXT website; containing an integrated suite of online health improvement tools, badging/gamification, HRA, personalized dashboard with structured choice options presented, health centers, well-being/self-care library, news feed and more
- Interactive individual digital programs
- Single-session digital workshops plus two custom ETF content workshops
- Challenges (Daily Dash, StayWell Charge)
- Introductory and ongoing program communications strategies
- Program management and consulting for top level results
- Integration strategies with internal client resources and other vendor partners

- Data management
- Sophisticated program evaluation and reporting
- StayWell HelpLine toll-free support
- Biometric screenings (onsite and offsite options)
- Champion Connection Wellness Champion Toolkit

Optional services

In addition to the above core services, StayWell has the depth of program delivery to add a variety of other program components in year one or as the ETF total health management program evolves, including:

- Destination Challenges
- Mindfulness programs
- Group coaching - obesity/metabolic syndrome, stress management and resiliency
- Professional/Manager Tools
- Financial Wellness Tools
- Champion Charge Toolkit

Our value proposition

We offer the ETF the strongest value proposition in the industry because:

- **StayWell has behavior change down to a science.** The best practices we define and validate through research are the cornerstone of our value proposition and a change agent in the health management industry. Only StayWell demonstrates outcomes that have been validated for over 35 years in scientific journals. Simply put, this means we follow proven best practices: proven through more peer-reviewed, published studies than any other provider, proven with StayWell data from StayWell clients and StayWell programs. And, unlike typical program design, our ***approach to well-being focuses on change at every stage instead of being limited to the action stage of change, like our competitors.*** Since our program supports all phases of change, we target 100% of a population, not just the 30% in the action phase***.***

- **Our research drives program innovation.** Not only have we led many of the industry firsts, but we are the leader in key research, such as proving the link between modifiable risks and health care costs, the effectiveness of incentive designs on engagement, and the importance of culture in driving organizational and individual change. This ongoing research guides our product design, recommendations, and service strategies.

- **We're a population health management company—not a health plan, not just a technology company.** We are 100% focused on improving population health by helping organizations build a culture of health and helping individuals change health behaviors and improve well-being. StayWell's core competency and focus for nearly 40 years has been the design and delivery of comprehensive health management programs. It's what we do best. Our unequalled experience, client portfolio from all sectors, and leadership in applied research offers the assurance that StayWell understands better than our competition what it takes to achieve positive health outcomes in a population. Indeed, we have more clients with award-winning programs than all of our competitors combined. And, because we're not a plan, members trust our independence to keep their information private and confidential without concerns that it could affect their premiums or coverage.

RFP contacts

Holly Day, MBA, Senior Sales Executive, is responsible for communication on this proposal and can be reached at hday@staywell.com or 651.365.7124.

I attest that I am authorized to legally bind the company contractually and am also available as a back-up to Holly.

Thank you for this opportunity.

Our goal is your success. We will quickly join your team, working both as a partner to achieve your goals and as a passionate advocate providing our best advice. Thank you for the opportunity to propose our services. We welcome the opportunity to be part of the future of well-being at the State of Wisconsin Department of Employee Trust Funds.

Sincerely,

Kris Zitzmann
Vice President, National Accounts
The StayWell Company
3000 Ames Crossing Road, Suite 100
St. Paul, MN 55121
P 651.905.6908
kzitzmann@staywell.com

Visit us at www.staywell.com

Tab 1 - Required Forms

On the pages that follow, we have included the following required attachments and W-9 form:

- Proposer Checklist (Attachment A)
- Mandatory Proposer Qualifications (Attachment B)
- Subcontractor Information (Attachment E)
- DOA-3027 Designation of Confidential and Proprietary Information (Attachment F)
- DOA-3261 Request for Proposal (Attachment G)
- DOA-3477 Vendor Information (Attachment H)
- DOA-3478 Vendor References (Attachment I) **[REDACTED]**
- Current Form W-9 Request for Taxpayer Identification Number and Certification

Tab 2 – 6 General Questionnaire

6.1. EXPERIENCE

6.1.1. Provide a general description of your company including the size of the company, number of years in business, number of employees and primary line of business.

StayWell's overall business purpose and passion is to help people get well, live well and stay well. We execute our vision through two business units: Health Management Solutions, which serves the employer market, and Patient Education Solutions, which serves the health care markets. The legacy businesses these units are built on have been market leaders in their respective solution sets for nearly 40 years.

StayWell's Health Management Solutions business unit has been providing comprehensive well-being services continuously since our inception in 1978, including health risk assessments, lifestyle and chronic condition management interventions, health education, biometric screenings, worksite culture change, and program evaluation. During this time, **StayWell has pioneered many of the most significant innovations in the health management field** including the first behavior-based health risk assessment, the first research documenting the costs of lifestyle health risks, the first targeted interventions, the first integration of stages of change into health risk assessment and intervention models, the first telephonic health coaching programs with documented impact, the first fully integrated high-tech high-touch intervention strategy, and the development of the comprehensive population-based health management strategies now embraced by the entire industry.

StayWell has over 600 employees and three main offices, in Yardley, PA (corporate headquarters), Salt Lake City, UT, and St. Paul, MN. All employer health management solutions are delivered out of St. Paul.

6.1.2. Highlight any acquisitions, and/or mergers or other material developments (e.g., changes in ownership, personnel, business, etc.) pending now or that occurred in the past five (5) years at the company. Disclose any potential mergers or acquisitions that have been recently discussed by senior officials, and could potentially take place within the next three (3) years after the Contract start date.

The StayWell Company, LLC is a wholly owned subsidiary of MM USA Holdings, Inc. The only merger/acquisition that The StayWell Company, LLC has undergone in the last five (5) years is a merger with StayWell Custom Communications, LLC, in January 2014 (StayWell is the surviving entity).

We are not anticipating making any additional organizational or operational changes in the next three (3) years that would negatively impact the services requested in this RFP or the level of service provided to the ETF. We do make ongoing enhancements to our products, services and supporting systems.

In addition, StayWell conducts ongoing discussions with various potential partners, which are subject to strict confidentiality and cannot be discussed. Should any such purchase and/or merger occur, StayWell does not anticipate that said transaction (or transactions) would impact the services requested in this RFP.

6.1.3. Detail your company's experience administering a comprehensive wellness and disease management program for an employer group of over 100,000 covered lives. For your five (5) largest clients (three (3) private sector and two (2) largest public sector clients) list the entity name, the type of program for which services are provided, approximate number of eligible participants, number of work locations for the entity, actual number of participants for each program type and number of years your company has been retained. Indicate which programs are primarily self-insured and primarily fully-insured and whether it is a public or private sector employer.

StayWell delivers similar services to over 80 large private and public sector employers, as well as Taft-Hartley plans and trust funds, with relationships spanning from one to over 30 years. Ranging in size from 5,000 to over 250,000 eligible members, our clients represent a variety of industries (i.e., government, manufacturing, retail, education, finance, insurance, healthcare, etc.) and include many Fortune 500 companies. We also serve a private exchange and health plans with over 300,000+ lives. Historically, we served as Optum's provider for their entire client base, prior to them taking the program in-house.

Over the past 38 years, we have served many large public employers, like the ETF, so are familiar with the unique challenges inherent to the public sector. We currently provide award-winning, benchmark programs for a variety of government agencies (approx. 10% of client base) committed to best-in-class programs and execution, including the Group Insurance Commonwealth of Massachusetts, the State of Minnesota; Maricopa County; the County of Orange; King County; Franklin County Ohio, as well as to government institutions such as the Universities of Michigan, Minnesota, and Pennsylvania.

Our largest private sector client is a global financial services leader with over 265,000 covered lives at more than 8,700 locations nationwide. They receive a variety of onsite programs and culture-building resources and support from StayWell onsite staff.

Private sector employer group – 100,000+ covered lives [REDACTED]

[redacted]

Additional private sector client overviews

Client name	BP *See case study in **Appendix A.***	Energy Services Client *(contractually prohibited from naming)*
Services	Comprehensive well-being and disease management services, including onsite staff.	Comprehensive well-being programs and services, including screenings and flu shots.
Locations	14 refineries; 21,000 retail locations	Over 340
Eligible participants	44,000	40,000
Participation	HRA-95+%; 90+% lifestyle management; 70+% percent disease management	HRA-58%; Screenings-33%; Coaching-37%-61%; Challenges-10%
Years retained	7 years	2 years
Coverage	Primarily self-insured	Primarily self-insured

Public sector client overviews

Client name	University of Michigan *See Case study in **Appendix A.***	State of Minnesota
Services	Comprehensive well-being programs and services.	Comprehensive well-being services, including onsite staff.
Locations	3 campuses	Over 50 agencies and 1,500 locations
Eligible participants	53,000	49,000
Participation	HRA-averages 50%	HRA-60%; Coaching-37%
Years retained	8 years	2 years
Coverage	Primarily self-insured	Primarily self-insured

Client name	Large University System
Services	Comprehensive well-being programs and services, including onsite health fairs.
Locations	10 campuses, 5 medical centers, 2 labs
Eligible participants	116,000
Participation	HRA-30+%; phone coaching-30+%
Years retained	6 years
Coverage	Primarily fully insured

6.1.4. Detail your company's capacity for biometric screenings and online health risk assessments by listing two (2) large employers that you have conducted biometric screenings and online health risk assessments. Include the entity name, year of contract activity, approximate number of eligible participants, and actual number of participants for each within a one (1) year period.

We have close to 40 years of experience delivering both screenings and health risk assessments (online since 1999) for clients across the U.S. Over 90% of our clients receive online health risk assessments and over 70% receive biometric screening services.

We began development of our proprietary health risk assessments (HRAs) specifically for commercial use in health promotion programs in 1978. StayWell was among the first to market a computerized health risk appraisal, the first to supply HRAs that did not require expert interpretation, the first to supply a habit based HRA, and is the only current supplier that has been continuously supplying HRAs to the national market since 1978.

We began delivering biometric screening services in the early 1980's. Our services are comprehensive and include event planning, marketing, execution and evaluation. Our dedicated internal screening team coordinates delivery, with support from preferred screening vendors. We offer worksite screening events, typically for locations with 30 expected participants, and a variety of creative offsite options, including Health Care Provider Forms, lab/patient service center visits and home test kits.
Below are two client examples of our services delivery in 2015:

Employer 1	
Name	Transnational food and beverage company
Year of contract activity	2015
Approximate number of eligibles	44,100
Actual number of participants	• 34,050 screening participants (10,300 at 320 worksite events in over 250 locations; 11,471 health care provider forms; 4,356 lab visits) • 25,000+ health risk assessment participants

Employer 2	
Name	Maricopa County
Year of contract activity	2015
Approximate number of eligibles	11,500
Actual number of participants	• 10,300 screening participants at 101 worksite events in 24 locations • 9,600 health risk assessment participants

Following are a few additional examples of client screening services delivery in 2015:

- Manufacturing/machining client with 26,000 program eligibles and 15,217 screening eligibles: 13,485 screening participants (9,596 at 235 worksite events; 3,039 health care provider forms; 850 lab visits)
- [REDACTED]
- Healthcare services client with 34,000 program eligibles and 16,508 screening eligibles: 15,431 screening participants (10,989 at 153 worksite events; 1,931 health care provider forms; 2,511 home test kits)

6.2. STAFF QUALIFICATIONS

6.2.1. List the qualifications of the Account Lead, and their back-up, who would be assigned to the Contract. Include information about their professional qualifications and number of years' experience in the following areas: population health management, employee wellness, disease management, customer service, and enrollment data for a client of over 100,000 covered lives. Provide a specific example of how this Account Lead has managed an account that experienced a significant challenge or rapid expansion.

[redacted]

[redacted]

[redacted]

[redacted]

6.2.2. Provide a list of the Account Management Team members, including their title and duties. Describe the strengths and experience that each of these members are able to bring to the project described in this RFP.

We recognize that delivering a successful wellness and disease management program will require an industry-leading account team with significant experience strategizing with high-profile employers like the ETF. We are proposing an account team that includes a seasoned account executive and implementation manager, supported by an account director, and VP of client services, to work with ETF leadership and stakeholders for the GHIP/WPE programs to strategize and implement a long-term, sustainable program. We will also make available StayWell thought leaders and other subject matter experts who will be personally and significantly involved in the design and delivery of your program from the beginning.

We have also proposed that this team will include one full-time Program Manager and Coach located onsite WI and able to visit dispersed ETF locations. The Program Manager will support the Account Team, coaching requirements, health fair support and local employer travel requested by the ETF. Additional duties may include recruit, train and maintain local wellness teams, create turn-key programming for champions to implement, work closely with the champions to evaluate and support a culture of health at the worksite, and measure changes over time. The onsite staff would be hired specific to ETF's needs, and the ETF would be involved in the hiring process. We do the initial screening, and would bring three qualified candidates for final approval by the ETF.

In addition to our onsite staff, we are proposing periodic face-to-face visits from the St. Paul-based account executive and account director, to align with your RFP requirements for board meetings, stakeholder support, ETF partner integration and other ETF requests. StayWell's account executive will lead an onsite implementation meeting, participate in regular implementation and vendor partner calls, and attend other ETF program meetings as needed.

You get a full team of experts with StayWell — not just an implementation team. We are your partners, not just a vendor. Following is our team for the ETF.

Title	Role/Responsibility	Credentials and Experience
Vice President, Client Services – Lesley Lesch	Strategic consulting and advisor to the account team. Supports ongoing client activities.	20+ years of experience in population health management; 12+ years at StayWell; Bachelor's degree in exercise science with an emphasis in cardiac rehabilitation and corporate wellness.
Account Director – Eric Day, MBA	Oversight of overall program delivery, ensuring program commitments are being fulfilled. Quarterly check-ins.	20+ years of experience in population health management; 9+ years at StayWell; Bachelor's degree in fitness and sports science; MBA.
Senior Account Executive – Greg Barry, M.S.	Overall program strategic support – Consulting support throughout design and delivery of the program in support of long-term strategy and overall health care strategy – Quarterly and annual planning, best practices goal setting – Reporting and strategy meetings with key stakeholders Program accountability – Implementation oversight – Program performance – Financial/budget management – Engagement of key StayWell leaders for program design	20+ years of experience in corporate health management; 17+ years with StayWell; Bachelor's degree in health care administration and Master's degree in health care management. See full bio in question 6.2.1.
Implementation Manager – Bailee Phenix	Handles day-to-day details of program delivery. Support internal processes and setup.	8+ years of experience in health management; Bachelor's degree in Nutrition/Dietetics and Communication Studies; MBA candidate (expected 8/2016). See full bio in question 6.2.1.
One Onsite Program Manager/Coach (full-time dedicated) – (will be hired)	Create a culture of health by supporting the account and ETF program resources; create, deliver and support onsite local programming, including onsite coaching.	Minimum of a bachelor's degree in a health-related field and five years of experience.
Senior Sales Executive – Holly Day, MBA	RFP, finalist meeting(s), contract negotiations, participate in program rollout meetings	14+ years of experience in corporate health management; 10+ years with StayWell; Bachelor's degree in health care administration; MBA.

Other Key Staff

Our commitment to the ETF for consultative program management includes internal experts, with expertise in all core best practice categories, including:

- Executive thought leader – David Anderson, Ph.D., L.P.
- Chief Medical Officer – David Gregg, M.D.
- Screening services manager – Jodi Annis
- Incentive management – Heidi Koland, M.S.
- Communications – Brae Olson
- Research and outcomes – Erin Seaverson, M.P.H.
- Information technology – *To be assigned*
- Customer service liaison/team lead – *See question 6.3.1.*

Our team will work closely with these experts and other organizational areas—including the StayWell Legal team, IT, data management resources, reporting team, coaching services and call center team — to support your program delivery and requirements.

Our team of consultants available to the ETF include experts who are widely published in the scientific literature, who have chaired national scientific panels, who served on the committees that developed the worksite health promotion guidelines now used by NCQA and URAC, and who have over 150 years of combined experience consulting with large organizations on population health management program design, development, delivery and evaluation.

There is perhaps no better testament to our consulting capacity than the fact that in the past decades numerous winners of the C. Everett Koop National Health Award have been StayWell clients. StayWell experts have also been Koop Award judges, who have conducted the retrospective reviews of successful programs, so we're able to guide you in selecting measures used to assess quality and create specific benchmarks against which you can measure your progress.

Our team will provide hands-on support to ETF program representatives to ensure the success of your program. They will work together seamlessly to:

- Lead regular integrated service conference calls to discuss program status updates, delivery approaches, communications efforts and program successes.
- Manage deliverables through the work plan in ETF-specified format.
- Bring in subject matter experts to consult internally and at times directly with ETF on specific topic areas such as incentives, research, online challenges etc.
- Plan and implement onsite screenings.
- Continually monitor program participation and reporting.
- Draft and send secure messages, and review communication materials as requested.
- Identify solutions for custom and ad hoc client requests.
- Remain easily accessible via phone and email to answer questions related to program implementation and delivery, with regular onsite visits and trainings, as requested.

Quarterly and annual strategic planning sessions are an important part of our consultative services handled by our account team, with support from StayWell thought leaders, our research team, and other StayWell subject matter experts. Utilizing resources such as the HERO scorecard to fully understand all components of the Well Wisconsin program and culture, will allow StayWell to measure against industry best practices, and to develop and refine a detailed three-year strategy plan.

Communication is typically most frequent (daily/weekly) during the implementation and enrollment period. After program implementation, your account executive will provide regularly scheduled program updates (weekly or as scheduled according to level of program activity and ETF requirements) and management reports (weekly, monthly, quarterly, and annually). Our team will continually review all available participant data and consult with StayWell industry experts to make educated program recommendations on an ongoing basis. Our excellence in program delivery, communication development and outcomes does not end with program implementation, but is a day-to-day commitment to the ETF.

6.3. CUSTOMER SERVICE

6.3.1. Explain how your company plans to meet the current and future customer service needs of the Contract and the performance standards listed in Appendix 7 for Customer Service. Provide examples of reports or materials related to meeting these requirements.

Customer service support will be provided ***live*** by our in-house HelpLine representatives — a service that saves your HR and benefits teams significant time. Through a dedicated toll-free 800 number, our representatives will help your Members with questions about passwords and logging in, security and confidentiality, health risk assessment completion, incentives, Member appeals, and any other issues.

They will offer guidance on health risk results, intervention support, help direct participants in how to schedule screening appointments, and provide referrals and warm transfers to a StayWell coach or other ETF and Well Wisconsin program partners. The goal of StayWell's HelpLine is to satisfy ETF Members with a "one and done" resolution, reducing unnecessary calls to your benefits staff.

In-house email support through our HelpOne service is also available, as well as online chat services (in 2017), however we find that members overwhelmingly use our live phone support when they need assistance.

Prior to program launch, StayWell's account management and call center staff hold an internal implementation meeting to discuss client-specific protocol for triage, warm transfers and referrals. StayWell also advocates hosting a cultural training specific to the ETF's program needs. The cultural training would held at our call center in our St. Paul facility with designated staff to include both the coaching staff and inbound HelpLine.

Client-specific cultural trainings entail:

- the types of Members;
- the demographics of the population: shift-workers vs. most working in a single corporate office, dispersed over all states or limited to one, mostly professionals with post-graduate degrees vs. most are high school education level are examples;
- values and mission of the organization/client;
- words/names/titles that the client has chosen to use to refer to the StayWell programs that were purchased and the scope of the programs purchased;
- any incentive offerings, and;
- talking points that are identified during the implementation process and are deemed important for "connecting" with the Member.

To support your Contract requirements, our call center will open September 30, 2016 and operate from 8 am to 7 pm, Monday through Friday, including WI holidays, as well as Saturday from 8 am to 1 pm (CT). Our center supports TDD services and will include satisfaction surveys, as requested.

All calls are documented and tracked in our proprietary Health Coaching Tools (HCT) and HelpLine applications. In addition to tracking call center interactions (e.g., issues, call notes, etc.), our systems provide call center staff with online access to a customized company profile, which is a complete description of your program and partner services, to assist callers with questions and facilitate warm transfers and referrals.

Calls are regularly reviewed as part of our quality assurance (QA) process and are stored in our NICE platform for 12 months. We utilize "NICE platform" technology for quality monitoring with call center staff that enable us to review calls by call center mentors, use calls for training purposes and use both recorded calls and screen captures of the use of online tools for quality measurement. Our call center evaluation system is a comprehensive review of all aspects of quality from participant rapport, use of motivational interviewing technique, effective detection and referral for special needs and superior service. Call service metrics, such as speed to answer, abandonment rate, and average wait time are also routinely monitored by call center management to ensure quality customer service is provided.

All issues/complaints are tracked and monitored in a separate access database. It is the responsibility of the Service Quality Department to monitor all entries on a daily basis and verify that all issues are resolved according to client contract requirements and internal policies and procedure timelines. Every attempt is made to address and resolve concerns immediately at the initial point of contact. If not resolved during the call, issues are forwarded to an appropriate manager for investigation and resolution. Our designated client service liaison for the ETF will support issue resolution for your program.

Customer Service Reporting

The Client Monthly Report includes statistics on Member HelpLine utilization, including nature of call.

In addition, we will track and provide reporting to the ETF to support your Performance Standards as outlined in Section 7 of RFP ETG0005. See **Appendix B** for a sample report. All customer service reports are built specific to client requirements. **[REDACTED – SAMPLE REPORT]**

6.4. DATA SECURITY

6.4.1. Hosting Environment

A. Provide a description of the hardware, software, communication mediums, and other infrastructure necessary to meet the requirements of the Contract at no additional cost to the State, including any licenses that must be maintained.

Our StayWell CONNEXT website solution is fully hosted and managed by StayWell resources. The tool is a web-based application that does not require any support from ETF. StayWell supports the latest versions of all modern browsers. Access occurs over port 80 and port 443 (HTTP and HTTPS). As this is a web-based product, as opposed to a thick client, our recommendation for bandwidth is in line with accessing the internet. The majority of our users access the website utilizing some form of broadband technology. StayWell supports SSO with SAML; SAML 2.0 and a StayWell developed SSO for no additional fee. Working closely with ETF designated representatives (e.g., IT, communications, etc.), our team handles the entire website set-up and implementation process.

The only system and technology requirements to implement our programs include regular eligibility files (daily for ETF), claims files (to support disease management programs and ROI analysis), any incentive/activity data from vendor partners, and a designated IT resource to support data transfers. We do not allow a direct interface with our systems, but integrate with customer systems through regular exchanges of data.

We are very experienced in managing frequent data exchanges with various vendors on behalf of our clients. All data imports (eligibility, screening, incentives, partner program participation, etc.), as well as exports to your other health care vendor partners, are handled by our in-house IT/data management team. Our understanding of how to manage data, combined with our big-picture view of your overall health management program, allows us to provide a well-managed process of data rules and process flows across all service levels.

We can accommodate routine data exchanges and also custom data requests and exchange needs. Data can be shared monthly, weekly, real time, or at other desired intervals. StayWell assures the quality of the data we receive with a rigorous set of editing features prior to loading the data into our databases, which assures data integrity, smooth delivery, and confidentiality for participants.

Communication mediums

Communication mediums that require participant home mail and email addresses, include: direct mail/print materials; secure eMessaging through the StayWell CONNEXT website, with an automated alert deployed via email, notifying the participant to visit the Message Center; and promotional and program emails deployed via the Salesforce Marketing Cloud (formerly known as Exact Target). We also have various programs that participants can elect to engage in SMS or email. We also collect preferred contact method on the account page for the program.

If ETF has additional channels to communicate through, such as an internal intranet, Salesforce chatter, internal newsletters, open enrollment guides, etc., we can provide content as needed in whatever specifications are requested for any given channel. We always look to incorporate and exploit all available channels when we build a comprehensive communication strategy.

The ETF would have to provide the desired specs and take any necessary action on your end to post pieces through your internal channels.

B. Provide a description of the physical security safeguards enforced at your private hosted datacenter or datacenters hosted by a third party cloud provider.

Sensitive or ePHI data is physically protected in locked areas accessible only by authorized employees with key card access. StayWell's access control restrictions protect electronic client records from unauthorized access. Only authorized employees with a business need will have access to the records. Paper records are stored for one year, after which they are scanned and imported into our database. After the retention period, paper and electronic records containing sensitive, confidential, or PHI information are shredded and recycled or destroyed.

All employees must maintain clean desktops and working areas so that all data containing PHI is properly secured. In addition, desks must be clear and clean of PHI unless information is in active use. Documents containing PHI or other confidential data is locked when not in use and is accessible only to authorized staff members. Paper documents that contain business confidential information or PHI that are no longer needed are shredded before being discarded.

Procedures are in place to ensure that visitors are escorted by a StayWell employee throughout their visit to the facility. A visitor's log must be kept and reviewed regularly. Visitors are not allowed access to areas of the building that contain protected health information (PHI) such as the call center. Upon leaving the building, visitors must sign out on the visitor's registry at the front lobby desk.

StayWell's production data center, located at Switch Communications, employs security and redundancy associated with a world-class data center, including 24x7 onsite personnel, biometric scanning, a caged environment, man-traps, CCTV and car-traps, and all access is monitored and audited.

C. Describe in detail how your network is architected to secure the data and thwart unwanted/unknown access to your solution, applications or systems. You must cover, at a minimum:

1. Overview of network access control;

StayWell's approach to network access control is a balance between preventive and active control mechanisms.

Device Integrity – Network device configurations are continually downloaded, archived and monitored for changes. Software versions are reviewed against vendor reported issues. Patching and software upgrades are regularly performed to keep device and system operation systems current.

Advanced Threat Protection (ATP) and Mitigation - StayWell has deployed Cisco advanced security appliances with SourceFire to provide stateful, deep and packet inspection.

Monitoring and Reporting – StayWell's network monitoring portal provides real-time reporting and logging of network devices' status and activity. All device report activity is sent via syslog to a central repository. Critical system alerts are sent via SNMP TRAPs and forwarded to monitored email distribution groups.

2. Network access controls for administrator access;

Within the hosting environment access to devices is secured through various secure access and data transmission protocols. Microsoft Remote Desktop Protocol, Secure Shell V2 (SSH) and

Secure Copy (SCP) allow administrator remote access and the ability to move data securely between devices. End point devices are protected with host access control lists, providing access to only known networks, hosts or devices. Firewalls inspect traffic and apply additional access controls to devices, hosts and networks within the hosting environment.

3. **Security devices used to protect the infrastructure;**

   Cisco's next-generation adaptive security appliances (ASA 5525) with FirePower establish StayWell perimeter protection between our private hosting environment and public IP address space. The FirePower management center provides visibility into traffic, applications and the ASA security devices.

4. **Change control processes for all systems;**

   StayWell uses an ITIL Change Management wherein Change Requests are submitted via an ITSM tool, reviewed by an approving body (Change Advisory Board), and approved or rejected. Any material Change to a Production Configuration Item is governed by this process.

5. **Security updates and patch management for all systems;**

   Windows patches are managed via third-party patch servers. Critical and Security updates are applied each month within a week of Microsoft releasing new patches. The patches are released first to non-production environments and then to the production systems.
   Linux servers are patched quarterly.

   There are provisions in place for out of cycle patches in the event that a critical threat needs to be remediated.

6. **Host-based firewall and anti-malware protection;**

   We do not employ host-based firewalls.

   For host-based anti-malware we use Symantec Endpoint Protection. The software is centrally managed and virus definitions are automatically updated as soon as they are available. The management server logs all issues and alerts sent to the Systems team as well as the Service Desk in the event that an infection is detected.

   Real-time detection and routine full scans are both employed.

7. **Explanation of how much of the infrastructure/systems is owned and managed by the Proposer and if it's hosted, how much control the Proposer has or does not have to change the configuration on each system (servers, switches, routers, firewalls, SIEM, Intrusion Protection Systems (IPS), Intrusion Detection System (IDS), etc.);**

   StayWell owns and manages all equipment in its Infrastructure.

8. **Encryption between systems and any Public Key Infrastructure (PKI); and**

   StayWell has established policies and procedures to maintain a PKI infrastructure for public facing web sites.

9. **Internal Wireless and wired networks, whether remote or directly connected, that has privileged network access to the infrastructure or systems that house the applications used to provide the web-portal**

   All of StayWell's internal (wired, wireless) and remote networks are privately addressed with RFC 1918 address space securing them from the public address space. Internally only specific network ranges and host IP's are allowed access directly to hosting networks via network and host access control lists. Access lists are structured to allow traffic based upon trusted network address and application protocols. Wireless networks require a secure VPN gateway connection via 2 factor authentication in order to access our internal network.

6.4.2. Application Architecture

A. **Provide a description of the high level architecture for the solution, supported with diagrams depicting the interactions among the system components. The purpose of these diagrams is to ensure that ETF understands the essential design of the proposed solution and can determine that the design is generally consistent with the budget, scope, and capabilities represented in this RFP. Diagrams will include architectural views that reflect the application architecture, information architecture and related data models, and corresponding software and hardware architectures.**
   [REDACTED – AND APPENDIX C]

[redacted]

B. **Include a discussion of the particular industry standards that are incorporated in the solution/application architecture. If proprietary standards or interfaces are used please include the rationale and describe the advantage over current industry standards.**

   The StayWell CONNEXT web-site is a proprietary, hosted solution that provides participants online access to take evidence-based health risk assessments, engage in health programs, complete incentives, and access health-related content to help improve overall health and well-being. The website engages participants through an on-line application, which is accessible via current web browsers.

C. Include a discussion of the standard web technologies, frameworks and software platforms adopted in the development of the web user interface (e.g. JQuery, JavaScript, PHP, Ajax, Python, C#, Java, .Net).

The StayWell CONNEXT website leverages the following technologies:

- Sitecore CMS 6.6.0.
- ASP.NET
- MVC 4.0
- WCF
- AJAX
- .NET Framework 4.5.1
- SWAPI
- Oracle
- JQuery, JQuery UI, Knockoutjs, bootstrap, modernizr

D. Include a discussion of the Software Development Life Cycle (SDLC) process for the system.

StayWell has a well-defined SDLC practice that is followed in software development. Developers are only able to write code and deploy to their development environment. The deployment engineers are able to deploy source code between environments, and Quality Assurance personnel perform validation to ensure code that is written meets the pre-defined requirements and to ensure that code is deployed successfully.

StayWell has implemented a Security Development Lifecycle (SDL), which is integrated into our development process. This SDL requires the creation of threat models for new features or functionality, upfront discussion on all vulnerabilities and how they are to be mitigated, code reviews, and verification of the threat model against the code that was actually produced. In some cases, automated code analysis is also used. All source code is managed in Team Foundation Server (version control).

E. Include a discussion of the how the SDLC incorporates the application security principles outlined by OWASP (http://www.owasp.org), also include how the system is protected against common web application vulnerabilities which include but are not limited to Cross-site scripting (XSS), SQL injection, CSRF (Cross-site request forgery), and remote code execution.

As part of the SDLC, all committed code is scanned nightly by HP's Fortify Static Code Analyzer. The development team compares the output against OWASP Top 10 list to ensure the code base and remediates vulnerabilities appropriately prior to production release. Additionally, the SDLC incorporates the following security mechanisms:

Input and data validation
Data validation is done on both the client and server. We use Microsoft's mechanisms to protect against unsafe data (suspicious URLs).

CSRF
All form posts of (application/x-www-form-urlencoded) or (multipart/form-data) are protected using MS Anti-XSRF code (anti-forgery token present on form postback and in cookie).

All controller endpoints that are posted to using AJAX, have an attribute applied that only allows JSON format data to be accepted. Browsers only allow JSON posts via AJAX to the originating web site (protects these endpoints from XSRF attacks). Forms are allowed to post JSON data in HTML5 but are only allowed to post back to the originating web site.

SQL Injection
SQL injection is prevented at the database level by using parameterized queries.

Script Injection
In the event a user was able to inject script into our site, we protect against its use by HTML encoding the output.

Authentication
StayWell CONNEXT supports SSO and forms based authentication. SSO is done using SAML 2.0. Forms based authentication is via the standard MS mechanism.

Authorization
Users only operate on their own data. When a logged in user interacts with the system, a member is identified using information stored in session. The endpoints don't allow an external attacked to specify a member different from the one currently logged in.

Exception Handling
All exceptions redirect to the standard error page. No information about the exception is displayed to the end user. All exceptions are logged (see logging info below). AJAX exceptions use the jquery global error handler to show a standard message (an error happened) if the endpoint doesn't provide any specific information for the user.

Configuration Management
Configuration management is done via the Sitecore Web UI. The Sitecore Web UI is unavailable on any external facing web box. Control of who can modify sites is under the control of the business.

Logging
All controllers in the web application derive from a common base class. The common base class logs all requests, responses and exceptions.

Logs are located on each web server and are accessible via a web site on port 8080 that's only available internally. The web site that makes the logs available only supports integrated authentication. Access to the website is controlled through Active Directory.

Session is used. Because the StayWell website operates in a load balanced environment and we don't operate with sticky sessions, we use Oracle's facilities to persist session across servers.

F. Please describe the technical solution the Proposer will be implementing to integrate with health and activity tracking devices. Please also list the health devices with which the solution can currently integrate and Proposer's plan to support such devices in the future. Discuss the modularity of the solution and the ease of implementing future advances in enabling technologies to integrate with health and activity tracking devices.
[REDACTED]

[redacted]

[redacted]

6.4.3. User Security Awareness Training

A. Provide details to explain your policies and procedures for user security awareness training for all your staff. You must cover, at a minimum:

1. **Programs used to train employees and content of the programs;**
2. **How often trainings occur; and**
3. **Any processes used to validate that employees are retaining what they learned.**

All StayWell employees complete annual HIPAA training with ongoing communications and training throughout the year. Training topics include an overview of the StayWell HIPAA committee, roles and assigned security responsibilities, security incident response team, application and data criticality/definitions, and StayWell policies overview of administrative, physical, technical, organizational, and supplemental safeguards.

Each of the following areas are reviewed in detail, with section quizzes after each: 1) facility security, 2) gaining access to ePHI, 3) ePHI protection standards, 4) password standards, 5) activity and login monitoring, 6) sharing ePHI with others, 7) security awareness, 8) workstations security, 9) protections from malicious software, 10) data backup, recovery, and maintenance, 11) business resumption and disaster recovery, and 12) workforce clearance.

In addition to our HIPAA Policy training, all developers and QA employees and contractors are required to complete Security Awareness Training upon start of employment and annually thereafter. The security awareness training curriculum is created and approved by StayWell's security team and updated as necessary. Each section of HIPAA and security awareness training has an accompanying quiz which requires completion. Training completion for each person is recorded and verified.

6.4.4. Account/Identity Management

A. Describe how the solution will provide for secure access for participants in the system. Describe the user registration process, the association of user accounts to participant information provided by ETF. Describe how you would prevent users from intentionally or unintentionally accessing other participants' information. Describe how the solution is designed to prevent accidental or incidental access.

Participants registering for the first time will be asked to verify three unique criteria that matches what the employer sent over on an eligibility file in order to confirm their identity. Once these participants have verified their identities, they are prompted to create a username, set a password, select a security question and enter in the answer to that security question. All subsequent contact with the participant – whether it be through the application or over the phone – mandates that the participant provide the appropriate credentialing information in order to proceed. The inclusion of "security answer", "username" and "password" – all three elements that are not provided by the employer, but instead by the participant – ensure that account access is locked down to only the appropriate person.

As it relates to accidental or incidental access, our system has an automatic "account locking" feature when users attempt three successive tries at logging into an account. These attempts can be any combination of login attempts, forgot password attempts and forgot username attempts. Any account with "three strikes" is set to a locked status, and no subsequent attempts can be made on that account for a period of one hour. The hour delay is not transparent to the participant and is a behind the scenes process to prevent subsequent attempts and determine account vulnerabilities. Participants who have their account locked are encouraged to call our live helpline, who can verify their identity and either reset their account status if they simply had an authentication problem, or provide them with further information and follow up actions they can take, such as following up with their employer if they are not on the appropriate eligibility file.

B. Describe the account management and account recovery process.

All users accessing StayWell services do so at the discretion of the employer through an eligibility file. This eligibility file includes all people, including employees and spouses, who the employer would like to grant access to. Once loaded into our system, participants will be able to register for an account (detailed below) and gain access to the system.

For participants who are in need of account recovery assistance, there are three paths available to them, outlined below.

Forgot Password – Participants who have forgotten their password will be prompted to provide the same three credentials used during registration to validate their identity. Additionally, as these individuals may have already created an account in our system, we also ask them to provide the answer to their security question that was set during the registration process. If the participant answers all items successfully, they will be taken to a page which allows them to reset their password and set a new challenge/security question and answer.

Forgot Username – Participants who have forgotten their username will be prompted to provide the same three credentials used during registration to validate their identity. Additionally, as these individuals may have already created an account in our system, we also ask them to provide the answer to their security question that was set during the registration process. If the participant answers all items successfully, they will be given their username and permitted to log into the system.

Account Locked / Other − Other account recovery options, including individuals whose accounts may have been locked or other miscellaneous authentication questions will be directed to call our live helpline. Helpline will verify their identity using the same metrics as forgot username and forgot password (three criteria plus security question) and then will assist them with gaining access to their account or directing them to the appropriate resources if the participant is not in our system or has been marked inactive by the employer.

C. Provide details to explain how passwords and user accounts are managed to protect against unauthorized access to any systems or applications. You must cover, at a minimum:

1. Password complexity requirements for all accounts (web-portal user accounts, Proposer employee accounts, administrator accounts and service/shared accounts);

Passwords must be strong passwords that are at least 8 characters long and must contain 3 out of 4 criteria: 1 uppercase letter, 1 lowercase letter, 1 numeral, and 1 special character (!, @, #, $,%,^,&,*,?, etc.). In our business environment, Active Directory forces password changes every 90 days and maintains a 24 password history. Accounts are disabled after pre-defined invalid login attempts.

StayWell CONNEXT website passwords should be at least 8 characters long and contain 3 out of 4 criteria: at least one number, one upper and lower case letter and one non-numeric character (!, @, #, $,%,^,&,*,?, etc.). Login attempts is set to three by default, however it is configurable. If the account locks automatically, it unlocks after one hour. Admin can also unlock if the participant calls the StayWell HelpLine.

Internal Policies Backend systems and platform accounts such as operating systems, database systems, network appliances, backup devices, LDAP or other directory accounts must conform to password requirements following these standards:

- Require and force the use of individual passwords to maintain accountability.
- Permit users to select and change their own passwords.
- Password length must be a minimum of 8 characters.
- Passwords must be changed every 90 days.
- Passwords must contain three out of four characters from each of the following four classes: a) Upper case letters (A,B,C….Z); b) Lower case letters (a,b,c ….z); c) Numbers (0,1,2,…9); and, d) Non-alphanumeric (“special characters”) such as punctuation symbols.
- Passwords may not contain a user’s account name or any part of their full name.
- Password history is kept to prevent re-usage of at least the last 6 passwords.
- Passwords must be masked and not be displayed in clear text when inputting into ePHI Systems.
- Accounts are locked out after a maximum of three invalid attempts, requiring manual unlock from an administrator.
- Require passwords to be given in a secure manner, through a pre-defined process. No passwords shall be distributed via email or other unsecure methods.

- Require changing of default vendor passwords immediately following installation of hardware or software.

2. **Onboarding process for employees and contractors; and**

   Requests for new accounts are generated by the StayWell HR department on a weekly basis. At that time, a request is entered and tracked with StayWell's request tracking tool, Service Desk Plus (SDP). A new hire checklist is then sent to the hiring manager to be completed. Once the new hire's account is completed, the SDP request is closed.

3. **Off boarding process for employees and contractors.**

   Requests to disable accounts are generated by the StayWell HR department. At that time, a request is entered and tracked with StayWell's request tracking tool, Service Desk Plus (SDP). A termination checklist is followed at the time of account shutdown to ensure access is disabled.

D. Describe the technical solution and the authentication standards that will be implemented to integrate with other third party providers such as but not limited to Fitbit, Garmin, Jawbone or other activity tracker or mobile application(s) specified by ETF.

The authentication process and permission of third party data usage is established by the individual third party. Our integration connects with each vendor's process and is unique to that vendor. For example, to connect a Fitbit device, the participant is connected to the Fitbit authentication page where they sign in with their Fitbit user name and password and grant permission for Fitbit to share their data with StayWell.

6.4.5. Auditing and Logging

A. Describe in detail your logging and auditing policies and procedures. You must cover, at a minimum:

1. **Record of who did what and when;**

   The date and time that critical activities were conducted, created, or updated is saved as well as the user ID of the party responsible for initiating the action. Login and password management is also logged. Sensitive data is not stored in the logs.

2. **Log retention;**

   Event Logs are retained on each server for as long as disk space permits. Web logs are archived to a central server. Backups are made and retained for 10 years.

3. **Logging practices;**

   All servers are configured to audit user access, failed access attempts and application events including informational, warning, and error conditions.

4. **Syslog or Security Information and Event Management (SIEM);**

   N/A.

5. **Auditing practices and procedures in each area of technology (web, application, operating system, database);**

   Web application logging is performed using log4net. Every log message has the same format and includes:
   - The time/date the entry was logged (in server time).
   - The account that generated the message.
   - Any input data.
   - Any output data.
   - The controller and method that were called when the message was generated.
   - The thread ID.
   - The message itself.
   - In addition, when an exception is logged, information passed to the endpoint about the user's browser is logged to aid in troubleshooting.
   - Log files are simple text files.
   - Log file access is controlled through AD groups.
   - There is no auditing for failed log in attempts. When a user's account is locked out, that is noted in the log.

   Logs are reviewed as needed.

6. **User and administrator auditing;**

   A monthly audit is conducted based upon the StayWell HR department's previous month's notification of terminated employees to ensure that system access has been disabled.

7. **Service or shared account auditing;**

   Infrastructure-wide audits are completed annually and product-specific audits throughout the year. Critical findings are to be remediated within 90 days.

8. **Audit history reporting practices to clients, such as ETF; and**

   N/A. If contracts require we provide this, we provide an executive summary (redacted version) of the reports.

9. **Cooperation practices with clients to do forensics for security incident response situations.**

   StayWell systems are multi-tenant and, as such, may contain PII or ePHI for multiple clients. StayWell is thus unable to provide access to, clones of, or logs from Production systems. In the event of a Security Incident, StayWell will cooperate with clients as much as possible while honoring these restrictions.

6.4.6. Vulnerability Management and Penetration Testing

A. Provide details of your vulnerability management program and penetration testing practices and procedures. You must cover, at a minimum:

1. **Vulnerability scanning practices;**

   StayWell performs external security/penetration testing and internal scans on a monthly basis. Network/Cisco changes are monitored and reviewed regularly.

2. **Vulnerability scanner tools;**

   StayWell uses both the Nessus cloud-base vulnerability management tools from Tenable Network Security and Trustwave vulnerability management tools. StayWell runs monthly automated best-practice compliance scans.

3. **Remediation practices;**

   Application vulnerabilities are prioritized and addressed based upon classification.

4. **Vulnerability reporting policy and practices to clients, such as ETF;**

   N/A. If contracts require we provide this, we provide an executive summary (redacted version) of the report.

5. **Penetration testing practices;**

   StayWell periodically performs vulnerability and penetration scans of external public facing IP addresses as well as application specific testing.

6. **Depth of the penetrating tests, such as, how much is done (social engineering, password cracking, Denial of Service (DOS), etc.); and**

   Application and Network penetration tests simulate basic attacks executed by attackers using automated techniques, and freely available tools.

7. **Penetration testing reporting policy and practices to clients, such as ETF.**

   N/A. If contracts require we provide this, we provide an executive summary (redacted version) of the report.

6.4.7. HIPAA Security

A. Describe how your company will maintain confidentiality and comply with HIPAA security, privacy, and electronic data interchange requirements. Address the data security of data centers, networks, the web-portal, vendor to vendor transfers, and at onsite events.

StayWell has always considered the privacy of the data we collect to be of the utmost importance. Our standards have been in place long before HIPAA regulations were released, and we continue to closely monitor, evaluate and comply with all HIPAA and HITECH regulations as they relate to our business.

StayWell has 71 individual policies in place that outline how we adhere to the HIPAA Security Rule, which can be provided for your review on request. As a Business Associate under HIPAA, we enter into subcontractor business associate agreements with any vendor that creates, receives, maintains or transmits participate data on our behalf. Additionally, data privacy and security issues are dealt with comprehensively in our standard services agreement, which spells out specifically all permitted uses of participant data.

Our HIPAA Readiness program focuses on the following five coverage areas:

- **Administrative Safeguards −** outlines measures to control, monitor, and restrict access; review and revise policies; monitor and correct incidents; assess and maintain ePHI; test and audit performance; and HR-related activities for workforce clearance and disciplinary actions.

- **Physical Safeguards −** outlines measures to be implemented to protect StayWell physical structures, facilities, computers, storage devices, etc., through physical means.
- **Technical Safeguards** – outlines technical measures implemented to protect ePHI in applications, systems, networks, transmission, etc., through logical means.
- **Organization Safeguards** – covers organizational structure and documentation measures required for compliance.
- **Supplemental Safeguards** – outlines measures required for external access, wireless access, ethics, email use, etc.

StayWell HIPAA privacy policies are further broken down into the following areas: 1) facility security, 2) gaining access to ePHI, 3) ePHI protection standards, 4) password standards, 5) activity and login monitoring, 6) sharing ePHI with others, 7) security awareness, 8) workstations security, 9) protections from malicious software, 10) data backup, recovery, and maintenance, 11) business resumption and disaster recovery, and 12) workforce clearance.

Processes and procedures are in place to handle individual request for access, amendments, complaints, restriction and an accounting of uses and disclosures of protected health information. Data access is restricted based on business need. Procedures are in place to ensure division of control.

StayWell members use or disclose protected health information only as permitted contractually as a Business Associate and HIPAA. Any non-routine use or disclosure of PHI is reviewed on a case-by-case basis to determine permissibility based on the Business Associate agreement and by HIPAA. PHI Authorization is required when use and disclosure of PHI is not for payment, treatment, healthcare operations, public policy, legal requirements or research using de-identified data.

StayWell protects PHI using industry standard encryption and methodologies, as well as a layered approach that includes the following areas: Authorization and Authentication, Data "encrypted at rest", and Data encrypted "in transit."

Authorization and Authentication

- Role-based access controls enforced via MS Active Directory, as well as IP controls
- Separation of duty
- Need-to-know access only
- Periodic review of permissions and logged access to data resources for verification
- VPN access requires revocable certificate and additional two-factor authentication
- Firewall access control by IP address and source

Encrypted data at rest

- Eligibility data file transfer via PGP encryption (key control)
- Work-product encryption via PGP encryption (key control)
- Oracle database encryption using AES 256-bit encryption
- All back-ups encrypted and maintained off-site by Iron Mountain

Encrypted data in transit

- Web and other Internet activity utilize SSL encryption, in addition to any additional encryption used directly on the files being transferred.
- All VPN activity is encrypted using 3DES, in addition to any additional encryption used directly on the files being transferred.

Administrative, physical and technical safeguards protect the confidentiality and security of PHI and enabling technology ensure these procedures are implemented effectively. We adhere to all contractual, business, and regulatory requirements and retain data based on those requirements. All data is retained for ten years.

Switch Communications Group - SuperNAP7, StayWell's co-location production data center facility, is audited for and compliant with the following industry standards: SSAE-16 SOC 1 Type 2, SSAE-16 SOC 2, ISAE 3402, and PCI-DSS. Audit report copies are available on request.

StayWell's programs and services are also accredited by the National Committee for Quality Assurance (NCQA). To receive accreditation, organizations must first pass a rigorous, comprehensive review and must annually report on their performance and compliance with applicable regulations/security standards.

Data exchange and web-portal

Our data management processes comply with HIPAA standards and employ a number of security methods during data transmission and data storage that include PGP encryption, Secure Socket Layer (SSL), single sign-on (SSO), and 3DES technologies. These technologies ensure that all sensitive client data remains secure throughout StayWell's integrated solutions.

StayWell contractually ensures that all agents/sub-agents to which it provides protected health information agree to the same restrictions and conditions that apply to StayWell as a Business Associate. We also contractually require informed consent from each member for any third-party data release for the purpose of aggregate reporting permitted by HIPAA.

We restrict access to the StayWell CONNEXT website by requiring users to enter a unique user id and password combination to gain entry. Passwords are encrypted using a one-way hash algorithm before being stored in our database. The website uses the customer's demographic file to ensure only those eligible are completing a health risk assessment and receiving their own personalized results.

Onsite events/staff

StayWell onsite staff, other vendors (if applicable), and screening subcontractors fully comply with HIPAA, OSHA and other relevant regulations. We have established performance guarantees with each of our partners, conduct security assessments with each, and contractually ensure that all agree to the same restrictions and conditions that apply to StayWell as a Business Associate. StayWell's screening vendors have appropriate certifications and licensures to conduct onsite services, are CLIA waived, reviewed on a periodic basis and undergo proficiency testing. In addition all vendors are compliant with OSHA regulations.

For the ETF program, we will adhere to and comply with security policies, processes and requirements as outlined under 5.4.1 – Access to Secure Facilities, in relation to secure facilities/areas (e.g., Department of Corrections), and other State office and government locations.

StayWell coaches working remotely connect to the StayWell network from their location. To protect the security of this communication, StayWell configures all laptops with a L2TP/ IPSEC VPN client that authenticates to a StayWell remote access server with certificates issued by StayWell certificate authority.

In addition to annual and ongoing StayWell HIPAA/privacy training, if clients have privacy training or standards that are shared with our onsite staff, our team can comply and complete any trainings.

Tab 2 – 7 Third Party Administrative Services Questionnaire

7.1. PROGRAM PLANNING AND FEATURES

7.1.1. Scope: Describe your understanding of the scope of work described in this RFP.

StayWell has provided proven behavior change solutions to clients of ETF's size, with dispersed locations, for almost 40 years. Our experience with seamlessly managing existing well-being programs and implementing the best that behavior change science has to offer will serve us well as we partner with ETF to improve Member health and contain costs.

We understand that you're looking for an innovative behavior change partner who can offer a menu of program offerings, including a health website, strategic planning, incentive tracking, health risk assessment, biometric screening, health coaching, challenges, onsite staff development, disease management services, and reporting. Our partnership with ETF will provide you with convenient, well-coordinated program management through our portfolio of program offerings described below.

[REDACTED]

[redacted]

7.1.2. Implementation Plan: Provide a proposed implementation plan that includes both a project overview and details on specific tasks, timeliness and responsibilities. Clearly delineate the tasks you expect ETF to perform and the information you expect ETF to provide. Describe the steps that must be taken in order to assume all responsibilities described in this RFP as of the Program Launch date of December 30, 2016. Identify any specific challenges with the implementation timeline.

See **Appendix D** for a sample implementation plan and related documents outlining the roles and responsibilities of StayWell's team and your organization to support a program launch date of December 30, 2016. **[REDACTED – APPENDIX D: SAMPLE PLAN]**

The successful implementation of large-scale well-being programs — honed in over 38 years of field experience — is one of StayWell's most important and unique strengths.

In August, StayWell will conduct an onsite implementation kick-off meeting to be attended by the assigned StayWell account team, sales executive and designated representatives from the ETF. Topics covered during this meeting will include: finalization of scope of services, eligibility, data resources and requirements, reporting requirements (criteria for sub reports in addition to aggregate reports), unique ID scheme, communication strategy, incentive plans, ETF-specific communication resources, and customization of the web-portal, health risk assessment, and biometric screenings. The outcome of the initial meeting will be to develop and refine a detailed work plan that will be used to further track all program details on an ongoing basis.

To ensure a successful and smooth screening implementation, the screening schedule is typically "locked-in" 30 days prior to the screening event(s).

Our implementation plan with key milestones, durations and dependencies will be utilized to keep all ETF, StayWell and third-party business partner resources in sync to deliver. Part of this process is to identify known risks that could impact timeline, scope and budget throughout the process. These will be reviewed with the ETF and any relevant third-party business partners in recurring status meetings to be updated and maintained by the implementation manager. We will continually monitor progress against goals, initiate discussions when concerns arise and make adjustments as needed to ensure a successful and smooth implementation.

7.1.3. Strategic Planning: How will your firm act as an innovative strategic partner to ETF and the Board as an expanded wellness program and transition in incentive designs are evaluated? Include your input on the pros and cons of transitioning to a new program design for the 2018 program year. Provide an example from another large employer client that your firm provided strategic program planning.

[REDACTED]

[redacted]

[redacted]

7.1.4. Technological Solutions: What are the features and functionality of the website and web-portal that will be provided to ETF and how will they drive engagement in the programs delivered for the Contract? Include detail on the level of customization that is available to ETF as part of the Contract. Describe how your platforms will be able to support increased traffic as program participation increases and during periods of high volume usage (i.e. open enrollment).

[REDACTED]

[redacted]

[redacted]

[redacted]

[redacted]

7.1.5. Biometric Screenings: Describe how biometric screenings will be provided as part of the Contract from the standpoint of the Participant, the Employer and ETF. Provide two (2) examples of how you reduced the cost and required frequency of biometric screenings for a large employer group that screened over 20,000 employees per year. What is your recommended approach for biometric screenings for the Contract?

For more than 35 years, StayWell has provided screening services to organizations of all sizes and diverse populations across the U.S. Our services are comprehensive and include event planning, marketing, execution and evaluation.

StayWell's preferred screening provider, Quest, operates as an extension of our team to collect biometrics and process bloodwork. StayWell's dedicated internal screening team utilizes best-in-class subcontractors, from which we receive preferred pricing, to provide onsite screenings and process blood work. StayWell's internal teams provide account management services, screening coordination, data management, communications, incentive consultation, implementation guides, and much more.

Our screenings are staffed with skilled professionals, who have been trained thoroughly in operating equipment for accurate screening results. Each screening is confidential and lasts approximately 15 to 20 minutes. Each appointment includes a 3-5 minute consultation and a referral to appropriate resources.

Screening measures

While we offer a range of tests to meet client needs, our proposed measures to align with your requirements include:

- Finger stick (total cholesterol, HDL, glucose, plus LDL and triglycerides, if fasting)
- Height/Weight
- Waist/BMI
- Body composition
- Blood Pressure
- Consultation on results

Optional tests, for additional fees, include:

- Flu shots
- Comprehensive metabolic panel (Chem 13) – venipuncture
- HbA1C testing (finger stick or venipuncture)
- Cotinine (dried blood sample)
- TSH

Although our best-practice approach is finger stick, we can also provide venipuncture screenings.

Registration

Participants register through an online scheduling tool, which has the capability for individual site coordinators to view sign-ups, run roster reports, and email employees who have registered online. This tool generates a confirmation e-mail, provided a valid e-mail address is used to register, has an option to download to Outlook calendar and can send registered individuals as many as two e-mail reminders. StayWell's online registration tool remains open 24/7 with access to customer service support via Helpline. The scheduling tool will link directly from the StayWell CONNEXT website for biometric screening registration.

Results consultation

Using our recommended finger stick method, results are available within a few minutes and will be reviewed with the participant at the conclusion of the screening event. During a one-on-one consultation, our screening staff will review individual screening results and make referrals to physicians and other relevant resources. Each screening appointment includes:

- Collection of biometric values and feedback on each, comparing individual participant results to national standards
- Screening Results Brochure containing individual participant results and a call to action
- Program information sheet, containing information on completing the health risk assessment
- Satisfaction survey (aggregate results are shared with client program representatives)

StayWell will upload the screening results in the health risk assessment within 10 days following the event. If the participant has completed the health risk assessment prior to the screening the imported screening data will update the participant feedback from the health risk assessment based on the screening results.

Offsite options

Our primary offsite option is use of the Health Care Provider Form. Participants can be screened by their Primary Care Provider, obtain values from their clinic, and have them submit the form via mail or fax. StayWell will upload the data into the health risk assessment, per ETF requirements.

StayWell can also offer a Lab option, which allows participants to visit a Quest lab location to obtain biometric and lab values. Participants register for this option online to create an electronic requisition for the service prior to visiting the Quest lab of their choice. Screening results are uploaded to the StayWell health risk assessment following the participant's appointment at the lab.

Employer reports

Aggregate screening results will be reported to ETF after the conclusion of the screening. Aggregate results include participation by location, participant satisfaction and site coordinator satisfaction. Screening data is also incorporated into participant health risk assessment results and reported in our annual Key Findings & Recommendations Report.

Client case studies

Transnational Food and Beverage Company

For our private employer client, StayWell coordinated 320 screening events at over 250 locations across the country. Out of approximately 44,100 eligibles, 18,223 participated in biometric screenings and over 25,000 participated in our health risk assessment. We helped the client reduce costs by following our best practices procedure of combining events for nearby client locations. This increased the number of attendees at these larger events, avoiding added fees for too few participating employees per event, and reduced the total number of events the client needed to fund. In addition, a rich overall communications strategy and the use of wellness toolkits at each location offered an array of materials to promote the well-being program and its incentives, increasing employee interest and participation in health improvement. This client has a satisfaction rating of over 95%.

Maricopa County

For our public employer client, we coordinated 101 screening events in 24 locations and, out of 11,500 eligibles, 10,300 participated in biometric screenings and 9,600 participated in our health risk assessment. We helped the client reduce costs by providing expert recommendations on how to arrange the client's existing screening schedule to optimize spending and efficiency. We also helped the client minimize unnecessary tobacco screenings by ensuring that those attending screenings were members of the public employer's medical plan. In addition, all screening scheduling took place via online registration, except for new-hire events, in order to streamline the scheduling process. This client has a satisfaction rating of 97.7%.

Other large screenings include:

- Manufacturing/machining client – 26,000 program eligibles;15,217 screening eligibles; 9,596 participants at 235 events; 3,039 health care provider forms; 850 Lab visits (13,485 total screened)
- Dominion Resources (utilities/electrical) – 21,837 eligibles; 9,667 participants at 156 events; 4,490 health care provider forms and 1,216 lab visits (15,373 total screened)
- Healthcare services client – 34,000 total program eligibles; 16,508 eligibles; 10,989 participants at 153 events; 1,931 provider forms and 2,511 home test kits (15,431 total screened)

In terms of cost reduction, the value of our screening coordinators is that we work to build the schedule in a way that will be most cost effective. For example: screening at locations with 20 or more expected participants; avoid scheduling on holidays and weekends; combining locations; monitoring sign ups; and working with the locations to increase participation so the client is not paying a lot in true up-fees. Advance planning allows us to build our staffing network in regional areas to reduce travel fees, as well as scheduling consecutively by geographic region when possible.

As far as frequency, we typically offer screenings annually; however, the pros and cons to this approach are based on the ETF design, for example:

Cons

- There are possible incentive implications if clients ever plan to implement outcomes-based incentives. Essentially, members need to be given the opportunity to earn an outcome-based incentive every year and this usually means they need to have access to screenings annually.
- Participants are not required to review their biometrics yearly.
- Participant may not visit their primary care physician yearly; biometrics may be the only time they see their data.
- Confusion on what is required each year ~ additional communications.

- If a participant visits their primary care physician and biometrics are not required, there may be possible additional fees for participant (depending on benefit plan).
- Inconsistencies in reporting.
- Potential for incomplete data or duplicate data (participant self-reports prior year data) in health risk assessment.

Pros (or potential pro, based on one's view)

- Many recommendations don't say that a person should check each of these biometric values annually, which means that a biennial screening schedule may be sufficient. This is particularly relevant for younger, healthier employees.
- Allows budget savings for additional program offerings.

7.1.6. Health Risk Assessment: Describe the third party validation of your health risk assessment and how the content of your health risk assessment identifies risk for the individual and the population. Identify accreditations, certifications or special recognition that apply to your health risk assessment. Describe how the health risk assessment is accessed by participants, average time to complete and the information presented to the participant upon completion. Describe what aspects of the health risk assessment can be customized for ETF. Describe any form of gamification used to increase participant engagement.

Our NCQA-accredited proprietary HRA is delivered through our award-winning StayWell CONNEXT website or mobile device, with paper as an alternative delivery method, available upon request through our toll-free HelpLine. The digital HRA features imagery, interactive sliding bars and pop-ups to help guide the participant in assessing their health. Spanish is an option in both formats. Both formats are fully compatible both for the participant and aggregate reporting.

[REDACTED]

We draw our HRA questions, risk scores, and feedback from national governing bodies (e.g., USPSTF, NHBLI) that aim to be inclusive of a diversity of populations across the United States. Many of these guidelines can be located through the National Guideline Clearinghouse (www.guideline.gov), which is a public resource for evidence-based clinical practice guidelines sponsored by the federal Agency for Healthcare Research and Quality (AHRQ). The HRA is reviewed annually and updated as needed to incorporate the most current consensus guidelines.

StayWell's HRA has been **validated in several landmark studies on key indicators such as mortality, medical costs, and absenteeism**. StayWell's peer-reviewed publication of research sponsored by the Health Enhancement Research Organization (HERO) is the "gold standard" in linking HA health risks to medical costs. A November 2012 study, "Healthyroads HERO II", published in the journal Health Affairs, validates our earlier findings. This careful, science-based validation of the HA tool goes well beyond the level of measurement and validation achieved by any of StayWell's competitors. This means, you can be certain that the HRA accurately measures key health and cost-related issues. You also get the benefit of HRA management reports that provide realistic estimates of the cost impact of risks in your team member population and evaluation of the ROI of risk reduction among your members.

Scores provided

Online HRA/mobile results are available immediately after the participant has submitted their digital assessment. A printer-friendly version is available for those who would like to print a copy. Paper results are home-mailed within five business days of receiving a correctly completed paper HRA in our St. Paul, MN National Processing Center.

[REDACTED]

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7.1.7. Wellness Health Coaching: Describe the wellness health coaching services that will be provided for the Contract from the standpoint of the Participant and ETF including: the qualifications and experience of the health coaches that will be available, methods that will be used to identify participants for coaching, how your company will drive utilization of coaching services, and how you define a successful coaching interaction. Provide health coaching outcome data for your company's book of business.

[REDACTED]

[redacted]

Coach credentials

All coaches are employees of StayWell. Our highly trained and experienced coaches have diverse business and academic backgrounds. They are seasoned professionals with expertise in nursing, education, public health, food science and nutrition, corporate health promotion, counseling psychology, or clinical psychology. All have a minimum of a bachelors' degree (over one third have advanced degrees) and have five or more years of professional work experience in their profession (17 years average overall; 25+ years for our RNs). Average tenure is 8 years.

Proven outcomes

StayWell is the only provider to offer the ETF results that have been validated for more than three decades in scientific journals. Our research indicates that **79% of StayWell clients improve the net health of their population in just one year.**

A published StayWell study — "A Comparison of the Effectiveness of a Telephone Coaching Program and a Mail-Based Program," published in Health Education & Behavior — examined the levels of risk reduction achieved upon completion of our phone-based health coaching and mail-based programs, as well as the specific behaviors driving risk reduction. Among those who completed a tobacco cessation coaching program, 35% reduced smoking and 30% quit smoking. 48% of weight program completers reduced weight (in pounds), 61% of physical activity program completers improved level of moderate activity, and 37-43% of nutrition program completers improved healthy eating habits. Of those who completed programs in the respective topic areas, 37% increased their ability to cope with stress, 43% reduced back pain, 77% improved total cholesterol levels and 90% improved blood pressure.

Research briefs by topic as well as two additional published outcomes studies specific to weight management and tobacco cessation are available on request. (Published in the *American Journal of Health Promotion* and *Population Health Management* journal.)

Data management and integration

StayWell is an experienced integrator — we have strategically integrated our services, technology and data across the health care continuum for more than three decades — and are well prepared to share data and develop integrated business rules and process flows with the ETF's health plans/disease management providers, EAP, PBM, and other related service providers. Based on our wealth of experience integrating with literally hundreds of other entities, we understand the power of well-conceived and executed integration to drive higher rates of engagement and improved outcomes.

StayWell will partner with the ETF and your vendors to design a detailed integration plan that promotes maximum engagement within your program offerings while decreasing redundancy. Possible integration touch points include:

- Health risk assessment triggers
- Warm transfers (i.e., coaches and HelpLine can transfer to other programs)
- Program referrals (i.e., to EAP for stress/depression issues)
- Custom messaging on StayWell CONNEXT website (i.e., can use StayWell News and e-messaging for targeted messaging to promote other resources)
- Co-management of lifestyle and disease management participants
- Single sign-on (SSO) from intranet/internet site
- Data transfers (e.g., for incentive and program enrollment purposes)
- Incentive management data imported and exported to support incentive administration
- Enrollment into client and third party programs via Prioritization Engine
- Clinical/case managers can have access to StayWell's optional PartnerView™ application (health risk assessment and coaching notes, referrals)*(additional fees apply)*

During implementation planning, StayWell will meet with ETF program representatives in conjunction with your vendor partners (i.e., Vendor Summit), to discuss the various methods of cross communication and integration between our proposed services, their internal offerings and vendor programs.

We will develop a detailed implementation plan, process flows and rules of participant engagement. The following are examples of elements that will be addressed:

- Criteria and hours of operation for warm transfers
- Actionable data exchange between all resources (e.g., HRA data, ETF partners)
- Toll-free program phone number for all components
- Cross communication pieces for all programs
- Customized health risk assessment feedback
- Customized StayWell CONNEXT dashboard/programs algorithm to include service component guidance
- eMessaging functionality to target individuals for different program components (as requested/necessary)

Overall, we highly recommend vendor summits as venues for all ETF vendor partners to come together to share integration opportunities, and to identify any redundancies and areas for deeper integration. This level of integration can be maintained through regularly scheduled joint calls to discuss the various methods of cross-communication and integration between our proposed services, ETF internal offerings and vendor programs.

7.1.8. Disease Management Programs: Describe the accreditations your company holds for disease management or health promotion programs. Detail how your company would implement a phased expansion for this Contract utilizing the PBM and medical claims data. Provide two (2) examples of how you implemented a phased-in disease management program for a large employer group (100,000+ employees) and the resulting ROI.

Accreditations

StayWell was among the first organizations to be accredited by the National Committee for Quality Assurance's (NCQA) Wellness and Health Promotion (WHP) accreditation program. We also have Full Accreditation by the NCQA for our disease management programs. Our StayWell CONNEXT website content is accredited by URAC (formerly the Utilization Review Accreditation Commission).

Implementing a phased expansion for the ETF

StayWell has experienced implementing numerous programs where the wellness components have launched first and the disease management program has launched at a later date. Like the ETF, clients have a timing backlog from the claims provider(s) in order to launch the program at the same time, so we utilize communications and targeting methods to engage participants into the disease management programs. We are experienced in communicating new programs coming, how a participant may be outreached to or self-referred into a program.

Initially, we will target the core five disease management conditions off the health risk assessment. Upon receiving the PBM data, we will identify new eligibles and follow our standard outreach process with our disease management brochure, followed by our welcome mailing. The eligible base will increase with the medical file from the data warehouse. Referrals or self-identification can be accepted at any time.

Based on when the claims data is provided we can create a timeline for the ROI study. The initial study may include lifestyle management claims ROI and then move to an integrated ROI with disease management and lifestyle management after enough history of data is present. We will strategize with the ETF on the best timeline and process for the ROI study.

Disease management program overview

StayWell offers clinical disease management (DM) coaching programs for participants with asthma, chronic obstructive pulmonary disease (COPD), heart failure (HF), coronary artery disease (CAD), diabetes, and co-morbidities associated with each of the conditions. We support members with low back pain, hypertension and obesity/metabolic syndrome through our lifestyle management offerings. Depression is screened for as a co-morbidity.

Coaches routinely screen individuals for potential "clinical multipliers" (often present in co-morbid states, such as depression, risk for falls, nutritional risk and cognitive impairment). Coaches apply condition-specific clinical guidelines (and accepted clinical indicators), educating and coaching patients to achieve control in each of their conditions.

Traditional disease management programs target individuals who have chronic conditions and the highest claims costs. Interventions are centered on such aspects as medication adherence and closing gaps in care, with hope that education will prompt improved compliance and healthy behavior changes. In our industry, these traditional programs often are better known as the “nagging nurse” model.

At StayWell, we take a different approach. Our population health management approach applies the same rigor of behavior change that has proven successful for sustained lifestyle management changes to individuals with chronic conditions. We focus on the lifestyle behaviors that impact health, successful chronic condition management, and quality of life — not just education on the activities outlined in evidence-based medical guidelines for frequency of physician visits, required lab testing, or medication adherence.

Through our continuous surveillance of client and partner data, we identify members for outreach as high, moderate, and low acuity. Our triage algorithm and definitions of acuity levels are based on the amount of clinical indicators by condition. We base the intensity of our interventions on assessed risk and severity level, and monitor participants’ health to ensure they are in the appropriate risk category throughout their enrollment.

All participants are eligible to receive educational mailings targeted to conditions and behavioral readiness to change throughout the program. This may include client-specific material to help increase enrollment or engagement across the population. Throughout StayWell’s intervention programs, participants are encouraged to increase communication of symptoms and exacerbations with their physician.

Based on acquity level, participants receive:

- Welcome mailing, welcome call and a health history that gathers information on baseline clinical and psychosocial factors.
- The call schedule is personalized and tailored, based on each participant’s needs – averages monthly calls with more frequent calls as needed.
- As appropriate, educational mailings targeted to the participant’s conditions and behavioral readiness to change
- Participants may receive condition-specific equipment with training provided as appropriate (blood pressure cuffs for individuals with co morbid hypertension and scales for those with co-morbid CHF).
- Participants are trained on proper use of a blood glucose meter. If participants need a blood glucose-monitoring device, we assist them in working with their primary health care provider to obtain the device through their health plan.
- Nurse validation follow-up calls to participants; data provided to us (via the participant website, participant reporting line) when reported symptom data is outside physician-designated parameters.
- Faxed *Health Alert* notifying the physician of clinically validated events that are generated due to a clinical exacerbation that is out-of-bounds of accepted evidence-based guidelines.

Managing Co-morbid Conditions

Our approach recognizes that individuals often have multiple co-morbid chronic conditions, and that each additional condition influences not only how well they can be controlled, but also the individual's ability to cope with them. Our clinicians focus on supporting the "whole person” and are trained to make the appropriate clinical linkages among co-morbid conditions. Coaches work to assure that each participant has a medical home (a provider who has a relationship with the patient and who takes responsibility for coordinating treatment) and support ongoing visits with providers.

Coordinating with health plan/physicians

Our coaching team plays a distinct but complementary role to the treating physician. For example, we do not prescribe medication or treatment modalities, but we help the participant adhere to and monitor the effectiveness of their treatment plan. We support the participant in the shared-decision process with their physician – helping them maintain a good log of their symptoms, lab results, and other metrics so they begin to take ownership of having a meaningful partnership with their physician.

Our unique and proprietary Health Alert offers an effective strategy to engage physicians in our DM program, which also improves the quality of care. When a DM program participant experiences a change in health status in between doctor visits, the participant's physician is immediately notified through the Health Alert, which includes information on vital signs, medical history, medications and current health status. When appropriate, we can also fax the alert to other allied health professionals including case managers and other designated personnel. Our coach follows up as appropriate with the Member and physician.

Client case examples

British Petroleum (BP)

In **Appendix A**, we have included published research on our wellness and disease management program design and outcomes for our award-winning client, BP.

The research team at StayWell partnered with Mangen Research Associates, BP, and Mercer to rigorously examine the ROI from their comprehensive health management program in a study, titled "Impact of a comprehensive population health management program on health care costs." The study was published in the June 2013 issue of the *Journal of Occupational & Environmental Medicine (JOEM)*.

This study is important because it demonstrates a significant health care cost impact after only two years of population health management program implementation.

- 3.5 percent reduced overall health care spend for BP during the time frame observed for the financial impact study (cost trend was 3.5 percent below the projected trend of 10.5 percent).
- $3 return in health care cost savings was estimated for each dollar invested in BP's comprehensive population health management program.

The research is also important because there are few well-designed studies that demonstrate an early ROI for health management programs.

StayWell research has long examined the relationship between the use of population health management best practices and program results. Study findings lead to the conclusion that the BP Wellness program is a model for the level of commitment and the type of comprehensive, best practice programming needed to yield significant financial returns. This conclusion has been reinforced by industry organizations like the National Business Group on Health, which recognized the BP wellness program with a platinum level Best Employers for Healthy Lifestyles award in 2013.

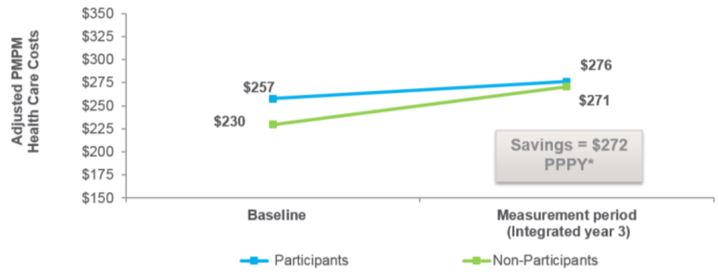
Large Complex University

A large University client in the Midwest with over 31,000 eligible members launched a comprehensive StayWell well-being program in 2006, and then phased in a disease management program in 2009 as part of the evolution of their program.

As outlined below, results have been impressive, including health care cost savings and an ROI of $3.66 for every dollar invested and per participant per year cost savings of $272.00.

Population-level Return on Investment (ROI) Results

- Comprehensive program included health assessment and biometric screenings, population-based health education programs, as well as lifestyle and condition management health coaching.
- Compared to participants, non-participant costs were lower at baseline and increased more over time.
- The health management program achieved positive health care cost savings and an ROI of $3.66 for ever dollar invested in the 3rd year .



*Per participant per year; After adjustments detailed in Appendix B: Age, gender, risk score, location, member months, prior year costs, etc. n=10,522.

7.1.9. Reporting Capabilities: Detail your company's capabilities in producing the reports that will be required for the Contract. Provide a description and examples of reports. Describe if any additional reporting capabilities would be provided to ETF.

Data Connection, our on-demand, online reporting center, allows your team to create interactive report views based on daily data—giving you near real-time insight to your program's reach and impact. Please see our reporting grid matrix in **Tab 4, Required Documents,** for a list of real-time and account management delivered reports.

The reporting package we will provide to ETF ensures your account team and key stakeholders will have the data they need to monitor and manage your program at the frequency they need. StayWell's frequent, in-depth reporting package—which includes the weekly, monthly (or more frequent), quarterly and annual ETF-specific reports—provides solid support for your program as well as continual evaluation of progress and opportunity.

Your StayWell team provides ongoing monitoring of leading indicators of program success, and modify programming and engagement strategies to achieve the best possible outcomes for your population. We thoroughly evaluate your population to understand where opportunities exist and use data to drive program strategy and consultation.

To enhance engagement strategies and improve results, our account team will make ongoing recommendations, based on aggregate results. For example, if a population segment isn't compliant with their exams/immunizations, we may recommend a communication to direct individuals to their physician; or if stress is identified as a high risk, we may recommend creating Member focus groups to further investigate sources of stress.

We measure and evaluate the overall effectiveness of our programs in numerous ways, generally in terms of process (indicators of performance, quality and satisfaction), impact, and outcome measurements. Key metrics at each annual interval include:

Process Metrics (0-12 months)

- Engagement; awareness
- Program participation; resource utilization
- Participant satisfaction

Impact Metrics (12+ months)

- Motivation; Stage of change; activation
- Lifestyle change; health risk change; consumerism
- Clinical outcomes; functional status change; utilization shifts

Outcome Metrics (18+ months)

- Health care costs, absenteeism, disability, presenteeism, gaps in care
- Adherence, productivity, retention, company image, morale
- Return on investment (ROI), impact on trend, impact on culture

StayWell's Return on Investment (ROI) and Value on Investment (VOI) results are the best in the industry. Plus, they are the only results that have been validated for more than three decades in scientific journals. Our research indicates that 79% of StayWell clients improve the net health of their population in just one year. We invite you to visit the "Research" link at our website (under the "Insights" link) for summaries of recent published research and study copies: www.staywell.com

Evaluating Return on Investment (ROI)

We use our proprietary StayWell Impact Model™ (SIM™) within our standard reporting to estimate cost savings based on observed changes in health risks among repeat HRA participants. SIM was developed primarily based on the Health Enhancement Research Organization (HERO) research, which is acknowledged as one of the most rigorous scientific research conducted to date on the impact of health risks on health care costs. The HERO study was conducted jointly by StayWell and Truven Health (formerly Thomson Reuters), linking individual health risk data from StayWell's database with health plan enrollment and healthcare claims experience for the same individuals from Truven's database.

If medical and pharmacy claims data are provided to us (additional fees apply), StayWell can utilize an integrated claims-based multivariate analysis to identify savings for our clients. Based on rigorous methodology derived from methods used by health economists in published research studies, this analysis tracks individuals across multiple programs (HRA, lifestyle management, disease management, etc.) to demonstrate the cost savings impact of participation. The quasi-experimental approach compares health care cost trends with program participants to those of similar eligible program non-participants. Regression procedures are used to isolate the influence of StayWell programs from other drivers of cost including age, gender, health status, and other factors.

Measuring Value of Investment (VOI)

[REDACTED]

[redacted]

Research and data analytics team

StayWell has conducted more scientifically rigorous research on the impact of wellness programs and the cost of health risks than any of our competitors, and we are one of the only health management vendors who consistently conducts primary scientific research on program effectiveness. In fact, many of our competitors use StayWell data when asked questions about the cost impact of health management.

Our in-house research, reporting, and data analytics team supports our account team in reporting set-up, customization, delivery, and analysis. StayWell's nationally recognized in-house research team is available to support analytical research needs. Our team has partnered with client partners using HRA data to conduct numerous program evaluations and published peer-reviewed research studies.

Our account executive will work with our analytics team (as needed) to support quarterly reports/webinars and annual strategic planning sessions. Ad hoc reporting requests are fulfilled by your account team and standard data sets requested are typically at no additional fee (depending on the frequency of the ad hoc requests).

[redacted]

7.2. ADDITIONAL PERFORMANCE STANDARDS AND GUARANTEES

Describe additional performance guarantees and the percentage of fees at risk you are prepared to offer ETF, tied to operational performance, engagement and health outcomes. Proposers are encouraged to provide additional detail on health outcome metrics for which performance guarantees could be offered.

StayWell has agreed to the damages with a few deviations to Appendix 7 listed in the following section, Tab 3 – Assumptions and Exceptions. We are willing to put meaningful metrics in place based on the final program design and services implemented for outcomes relative to the population, coaching outcomes and/or ROI or topic/condition specific metrics. StayWell is willing to put an additional 1% of our fees at risk for mutually agreed upon outcome metrics based on final program deliverables. Fees at risk will be expressed as a percentage of applicable billings in any Program Year related to that Program Year. Applicable billings are solely those related to the underlying program supported by the PGs (e.g., Lifestyle Management, Disease Management). Fees at Risk exclude fees related to biometric screenings and immunizations and for pass-through items, including but not limited to fees related to, postage, travel, gift cards, incentives, and screening permit fees. Fees at risk also exclude goods and services provided by a third party or subcontractor.

Tab 3 – Assumptions and Exceptions

StayWell complies with all requirements in RFP ETG0005, its Exhibits, attachments and addenda, with the following assumptions and exceptions.

SECTION/TITLE	RFP Page Number(s)	ORIGINAL RFP LANGUAGE	STAYWELL EXCEPTION OR ASSUMPTION
Standard Terms and Conditions Exception			
4.7	22	The Proposer agrees to all terms and conditions listed in Section 9 Contract Terms and Conditions.	We can agree to the terms and conditions of this Section subject to any exceptions to Exhibit 2, Exhibit 3, and Exhibit 4 in this exceptions document.
5.2(D)	25	The Contractor must monitor the development of and provide notification, information and advice in a timely manner to ETF concerning existing or proposed State or federal regulations or legislation that may affect the program. The Contractor must have legal and technical staff available to ETF for advice and consultation as needed for program administration, including during any appeals processes concerning program requirements or eligibility.	StayWell has legal and technical staff available for consultation, however, as indicated in Section 5.a. of the StayWell Terms and Conditions Addendum attached to our RFP response as a separate attachment, ETF acknowledges and agrees that it is ultimately responsible for confirming compliance of its benefits and wellness program with applicable federal and state law.
6.1.2	48	Highlight any acquisitions, and/or mergers or other material developments (e.g., changes in ownership, personnel, business, etc.) pending now or that occurred in the past five (5) years at the company. Disclose any potential mergers or acquisitions that have been recently discussed by senior officials, and could potentially take place within the next three (3) years after the Contract start date.	The only merger/acquisition that The StayWell Company, LLC has undergone in the last 5 years is the merger with StayWell Custom Communications, LLC in January 2014 (StayWell is the surviving entity).
Exhibit 2, Section 17	59	**Assignment:** No right or duty in whole or in part of the contractor under this contract may be assigned or delegated without the prior written consent of the State of Wisconsin.	Add the following to this section: StayWell shall have the right without the necessity of consent to assign this Agreement an affiliate or to any entity which has acquired all or substantially all of the assets, stock, or business of StayWell, whether by merger, acquisition, or otherwise.
Exhibit 2, Section 23.3	59	The state reserves the right to require higher or lower limits where warranted.	We request to revise the language as follows:

Assumptions and Exceptions *(continued)*

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			The state reserves the right to ~~require~~ request higher or lower limits where warranted.
Exhibit 2, section 24	59	**Cancellation:** The State of Wisconsin reserves the right to cancel any contract in whole or in part without penalty due to nonappropriation of funds or for failure of the contractor to comply with terms, conditions, and specifications of this contract.	This seems to be in conflict with Section 17.0 of Exhibit 3 which provides for a thirty (30) day cure period. We need a minimum cure period of ten (10) business days.
Exhibit 2, Section 27.1	60	Data contained in a bid/proposal, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations become the property of the State of Wisconsin.	This Section shall be subject to our standard license and ownership language provided in our exception to Exhibit 4, Section 21.0. All materials provided as part of the services are proprietary to StayWell and are not the property of ETF.
Exhibit 2, Section 32.0	60	The contractor will indemnify and save harmless the State of Wisconsin and all of its officers, agents and employees from all suits, actions, or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the contractor, or of any of its contractors, in prosecuting work under this agreement.	We can provide you with indemnification in accordance with our exceptions to Exhibit 4, Section 3.0, 23.1, and Section 23.2, provided below.
Exhibit 2, Section 34	60	The successful bidder/proposer shall agree to implement processes that allow the State agencies, including the University of Wisconsin System, to satisfy the State's obligation to purchase goods and services produced by work centers certified under the State Use Law, s.16.752, Wis. Stat. This shall result in requiring the successful bidder/proposer to include products provided by work centers in its catalog for State agencies and campuses or to block the sale of comparable items to State agencies and campuses.	We do not believe that any of the products or services that we provide are available through Work Centers, as that term is defined under s. 16.752 Wis. Stat.
Exhibit 3, Section 3.2	61	Contractors shall agree as part of the contract for services that during performance of the contract, the contractor will neither provide contractual services nor enter into any agreement to provide services to a	We request a waiver of this requirement.

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		person or organization that is regulated or funded by the contracting agency or has interests that are adverse to the contracting agency. The Department of Administration may waive this provision, in writing, if those activities of the contractor will not be adverse to the interests of the state.	
Exhibit 4, Section 3.0	62	The Contractor accepts full liability and agrees to hold harmless the State, the Department's governing boards, the Department, its employees, agents and contractors for any act or omission of the Contractor, or any of its employees, in connection with this Contract.	We accept full reasonability for our subcontractors' performance, however, we request to limit indemnification to third party claims.
Exhibit 4, Section 5.0	63	Work under this Contract shall be performed in a timely, professional and diligent matter by qualified and efficient personnel and in conformity with the strictest quality standards mandated or recommended by all generally-recognized organizations establishing quality standards for the work of the type to be performed hereunder. The Contractor shall be solely responsible for controlling the manner and means by which it and its employees or its subcontractors perform the Services, and the Contractor shall observe, abide by, and perform all of its obligations in accordance with all legal and Contract requirements.	We request to revise the language as indicated here: Work under this Contract shall be performed in a timely, professional and diligent matter by qualified and efficient personnel and in conformity with the ~~strictest~~ quality standards mandated or recommended by all generally-recognized organizations establishing quality standards for the work of the type to be performed hereunder. The Contractor shall be solely responsible for controlling the manner and means by which it and its employees or its subcontractors perform the ~~Services~~, and the Contractor shall observe, abide by, and perform all of its obligations in accordance with all legal and Contract requirements.
Exhibit 4, Section 5.0	63	The Contractor shall provide the Services with all due skill, care, and diligence, in accordance with accepted industry practices and legal requirements, and to the Department's satisfaction; the Department's decision in that regard shall be final and conclusive.	We request to revise the language as indicated here: The Contractor shall provide the Services with all due skill, care, and diligence, in accordance with accepted industry practices and legal requirements, and to the Department's satisfaction~~; the Department's decision in that regard shall be final and conclusive.~~
Exhibit 4, Section 6.0	63	The Contractor and its authorized subcontractors are subject to audits by the State of Wisconsin, the Legislative Audit Bureau (LAB), an independent Certified Public Accountant (CPA), or other	We can agree to audits at mutually agreeable times, during normal business hours, not more often than once per calendar year for up to ten (10) business days per occurrence.

Assumptions and Exceptions *(continued)*

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		representatives as authorized by the State of Wisconsin. The Contractor will cooperate with such efforts and provide all requested information permitted under the law.	
Exhibit 4, Section 9.0	63	The State of Wisconsin shall have the right, acting by itself or through its authorized representatives, to enter the premises of the Contractor at mutually agreeable times to inspect and copy the records of the Contractor and the Contractor's compliance with this section. In the course of performing Services under this Contract, the Contractor may have access to the personnel, premises, equipment, and other property, including data files, information, or materials (collectively referred to as "data") belonging to the State.	We can agree to allow you onsite access to copy records relating to the agreement at mutually agreeable times, during normal business hours, not more often than once per calendar year for up to ten (10) business days per occurrence.
Exhibit 4, Section 16.0	65	The Department may terminate this Contract at any time at its sole discretion by delivering one-hundred eighty (180) Calendar Days written notice to the Contractor.	We are agreeable to termination for convenience on 180 days written notice after conclusion of the first contract year.
Exhibit 4, Section 16.0	65	Upon any termination of this Contract, the Contractor shall perform the Services specified in a transition plan if so requested by the Department; provided, however, that except as expressly set forth otherwise herein, the Contractor shall not be obligated to perform such Services unless all amounts due to the Contractor under this Contract, including payment for the transition Services, have been paid. Failure of the Contractor to comply with a transition plan upon request and upon payment shall constitute a separate breach for which the Contractor shall be liable.	We are agreeable to provide transition services prior to termination/expiration of the agreement.
Exhibit 4, Section 18.0	65-66	The State of Wisconsin shall be free to invoke any and all remedies permitted under Wisconsin law. In particular, if the Contractor fails to perform as specified in this Contract, the State of Wisconsin may issue a written notice of default providing for at least a seven (7) Business Day period in which the Contractor shall	This seems to be in conflict with Section 17.0 of Exhibit 3 which provides for a thirty (30) day cure period. We need a minimum cure period of ten (10) business days.

Assumptions and Exceptions *(continued)*

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		have an opportunity to cure, provided that cure is possible, feasible, and approved in writing by the State of Wisconsin.	
Exhibit 4, Section 19.0	66	Upon cancellation, termination, or expiration of this Contract for any reason, the Contractor shall provide reasonable cooperation, assistance and Services, and shall assist the State of Wisconsin to facilitate the orderly transition of the work hereunder to the State of Wisconsin and or to an alternative Contractor selected for the transition upon written notice to the Contractor at least thirty (30) business days prior to termination or cancellation, and subject to the terms and conditions set forth herein.	We are agreeable to provide transition services prior to termination/expiration of the agreement.
Exhibit 4, Section 20.0	66	The Contractor shall exercise due diligence in providing Services under this Contract. In order to protect the Board's governing the Department and any Department employee against liability, cost, or expenses (including reasonable attorney fees) which may be incurred or sustained as a result of Contractors errors or other failure to comply with the terms of this Contract, the selected Contractor shall maintain errors and omissions insurance including coverage for network and privacy risks, breach of privacy and wrongful disclosure of information in an amount acceptable to the Department with a minimum of **$1,000,000** per claim in force during this Contract period and for a period of three (3) years thereafter for Services completed. Contractor shall furnish the Department with a certificate of insurance for such amount. Further, this certificate shall designate the State of Wisconsin Employee Trust Funds and its affiliated boards as additional insured parties. The Department reserves the right to require higher or lower limits where warranted.	We request to define the amount of insurance with regard to the language that we have highlighted. We request to revise the last sentence as follows: The Department reserves the right to request ~~require~~ higher or lower limits where warranted.
Exhibit 4, Section 21.0	66	Except as otherwise provided in subsection (t) of section 22, all	We request to revise the language as follows:

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		information, data, reports and other materials as are existing and available from the Department and which the Department determines to be necessary to carry out the scope of Services under this Contract shall be furnished to the Contractor and shall be returned to the Department upon completion of this Contract. The Contractor shall not use it for any purpose other than carrying out the work described in this Contract. The Department will be furnished without additional charge all data, models, information, reports, and other materials associated with and generated under this Contract by the Contractor. The Department shall solely own all customized software, documents, and other materials developed under this Contract. Use of software, documents, and materials by the Contractor shall only be with the prior written approval of the Department. This Contract shall no way affect or limit the Departments rights to use, disclose or duplicate, for any purpose whatsoever, all information and data pertaining to the Department or Covered Individuals and generated by the claims administration and other Services provided by Contractor under this Contract. All files (paper or electronic) containing any Wisconsin claimant or employee information and all records created and maintained in the course of the work specified by this Contract are the sole and exclusive property of the Department. Contractor may maintain copies of such files during the term of this Contract as may be necessary or appropriate for its performance of this Contract. Moreover, Contractor may maintain copies of such files after the term of this Contract (i) for one hundred	~~Except as otherwise provided in subsection (t) of section 22, all information, data, reports and other materials as are existing and available from the Department and which the Department determines to be necessary to carry out the scope of Services under this Contract shall be furnished to the Contractor and shall be returned to the Department upon completion of this Contract. The Contractor shall not use it for any purpose other than carrying out the work described in this Contract.~~ ~~The Department will be furnished without additional charge all data, models, information, reports, and other materials associated with and generated under this Contract by the Contractor.~~ ~~The Department shall solely own all customized software, documents, and other materials developed under this Contract. Use of software, documents, and materials by the Contractor shall only be with the prior written approval of the Department.~~ ~~This Contract shall no way affect or limit the Departments rights to use, disclose or duplicate, for any purpose whatsoever, all information and data pertaining to the Department or Covered Individuals and generated by the claims administration and other Services provided by Contractor under this Contract.~~ **21.0 RIGHTS AND OWNERSHIP** a. Any content, applications, tools, graphics, images, or other materials, whether in print, online, or other electronic format (collectively, the "**Materials**"), provided to Department and its affiliates by Contractor as part of the Services may not be copied, reproduced, licensed, or sold by Department or its affiliates. During the Term of this Agreement, Contractor grants Department and its affiliates a royalty free, nontransferable, nonexclusive license to provide its eligible participants, who are participating in Contractor's programs, with access to Contractor's Materials described in the Statement of

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		twenty (120) days after termination, after which all such files shall be transferred to the Department or destroyed by Contractor, except for any files as to which a claim has been made, and (ii) for an unlimited period of time after termination for Contractor's use for statistical purposes, if Contractor first deletes all information in the records from which the identity of a claimant or employee could be determined and certifies to the Department that all personal identifiers have been removed from the retained files.	Work attached as [EXHIBIT A] or otherwise provided by Contractor as part of the Services. This license does not include the right to use the Materials to furnish a service to others or to copy, distribute, reproduce or alter the Materials in any way. Materials are provided to the participants solely for their own personal, non-commercial use. All trademarks, ideas, concepts, know-how and techniques used by Contractor, belong to Contractor and Contractor retains all rights and ownership thereto. Department acknowledges and agrees that Contractor owns the Materials and shall retain all right, title, and interest thereto, including without limitation, any and all Intellectual Property Rights contained therein. As used herein, "Intellectual Property Rights" means any copyrights, copyrightable subject matter, trademarks, service marks, know-how, moral rights and other intellectual property rights existing under the laws of any governmental authority, domestic or foreign, including all applications and registrations relating to any of the foregoing. Except as expressly permitted herein, nothing in this Agreement shall be construed to give either party any rights to use any of the other party's trademarks or trade names without such other party's specific, written consent. To the extent that Department or any affiliate of Department provides intellectual property in which Department or such affiliate has Intellectual Property Rights ("Department IP") to Contractor for use as part of the materials, such Department IP shall remain the exclusive property of Department or the relevant affiliate if Department, and Department hereby grants Contractor a limited right and license to use such Department IP solely for the purpose of performing under this Agreement and shall cause the relevant Department affiliate to likewise grant Contractor such a license. b. In the event that a third party brings a claim against Department or any Department affiliate asserting that any component of the Materials used within the scope of the license hereunder

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			constitutes an infringement of such third party's Intellectual Property Rights, and provided that Contractor is notified promptly in writing by you of any notice of such claim, or should any component of the Materials become, or in Contractor's opinion is likely to become, the subject of any such claim, then you shall permit Contractor, at Contractor's option, either (a) to procure for you the right to continue using such Materials, (b) to replace or modify such component of the Materials so that it becomes non-infringing, or (c) terminate the license of such component of the Materials and pro-rate the amount of fees payable hereunder during the remaining Term of the Agreement, which pro-ration shall be based on the number of components of the Materials remaining following the termination relative to the total number of components of the Materials licensed hereunder. c. Neither party shall acquire a right to use, and may not use without the other party's prior written consent in each instance, the names, characters, artwork, designs, trade names, trademarks or servicemarks of the other party in any advertising, publicity, public announcement, marketing, press release, promotion and/or client list. Notwithstanding the foregoing, Contractor may include Department's name in its list of customers for promotional materials. 21.1 All files (paper or electronic) containing any Wisconsin claimant or employee information and all records created and maintained in the course of the work specified by this Contract are the sole and exclusive property of the Department. Contractor may maintain copies of such files during the term of this Contract as may be necessary or appropriate for its performance of this Contract. Moreover, Contractor may maintain copies of such files after the term of this Contract (i) for one hundred twenty (120) days after termination, after which all such files shall be transferred to the Department or destroyed by Contractor,

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			except for any files as to which a claim has been made, ~~and~~ (ii) for an unlimited period of time after termination for Contractor's use for statistical purposes, if Contractor first deletes all information in the records from which the identity of a claimant or employee could be determined and certifies to the Department that all personal identifiers have been removed from the retained files, and (iii) for an unlimited period on archive and/or backup tapes.
Exhibit 4, Section 22.0(I)(1)	68	Within twenty-four (24) hours after Contractor becomes aware of a suspected breach, impermissible use, or impermissible disclosure, notify in writing the ETF Program Manager and Privacy Officer.	We request that we extend the notification timeline to five (5) business days after we become aware of a suspected breach, impermissible use, or impermissible disclosure.
Exhibit 4, Section 23.1	69	In the event of a claim against the Parties for Intellectual Property Rights Infringement associated with a claim for benefits, Contractor agrees to defend, indemnify and hold harmless Board and Department ("Indemnified Parties") from and against any and all claims, actions, loss, damage, expenses, costs (including reasonable fees for Department's staff attorneys and/or attorneys from the Wisconsin Attorney General's Office) reasonable attorneys' fees otherwise incurred by Board, Department and/or the Wisconsin Attorney General's Office, court costs, and related reasonable legal expenses whether incurred in defending against such claims or enforcing this Section.	We request to revise the language as follows: ~~In the event of a claim against the Parties for Intellectual Property Rights Infringement associated with a claim for benefits, Contractor agrees to defend, indemnify and hold harmless Board and Department ("Indemnified Parties") from and against any and all claims, actions, loss, damage, expenses, costs (including reasonable fees for Department's staff attorneys and/or attorneys from the Wisconsin Attorney General's Office) reasonable attorneys' fees otherwise incurred by Board, Department and/or the Wisconsin Attorney General's Office, court costs, and related reasonable legal expenses whether incurred in defending against such claims or enforcing this Section.~~ Contractor shall indemnify, defend and hold Department, its affiliates and each of its and their respective officers, directors, employees and permitted assigns (the "**Department Indemnified Parties**") harmless from any claim, suit or action, damage, judgment, cost or expense, including reasonable attorneys' fees, sustained by any Department Indemnified Party to the extent arising as a result of a third party claim that the Materials infringe

Assumptions and Exceptions *(continued)*

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			upon the Intellectual Property Rights of a third party.
Exhibit 4, Section 23.2	69	In addition to the foregoing Section, Contractor shall defend, indemnify and hold harmless the Indemnified Parties from and against any and all claims, actions, loss, damage, expenses, costs (including reasonable fees for Department's staff attorneys and/or attorneys from the Wisconsin Attorney General's Office) reasonable attorneys' fees otherwise incurred by Department and/or the Wisconsin Attorney General's Office, court costs, and related reasonable legal expenses whether incurred in defending against such claims or enforcing this Section, or liability arising from or in connection with the following: (a) Contractor's performance of or failure to perform any duties or obligations under any agreement between Contractor and any third party; (b) injury to persons (including death or illness) or damage to property caused by the act or omission of Contractor or Contractor Personnel; (c) any claims or losses for Services rendered by any subcontractor, person, or firm performing or supplying Services, materials, or supplies in connection with the Contractor's performance of this Contract; (d) any claims or losses resulting to any person or third party entity injured or damaged by the Contractor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under this Contract in a manner not authorized by this Contract, or by Federal or State statutes or regulations; and (e) any failure of the Contractor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.	We request to revise this language as follows: In addition to the foregoing Section, Contractor shall defend, indemnify and hold harmless the Department Indemnified Parties from and against any and all third party claims, actions, loss, damage, expenses, costs (including reasonable fees for Department's staff attorneys and/or attorneys from the Wisconsin Attorney General's Office) reasonable attorneys' fees otherwise incurred by Department and/or the Wisconsin Attorney General's Office, ~~court costs~~, and related reasonable legal expenses whether incurred in defending against such claims or enforcing this Section, ~~or liability arising from or in connection with the following~~ to the extent arising as a result of: (a) Contractor's performance of or failure to perform any duties or obligations under any agreement between Contractor and any third party; (b) injury to persons (including death or illness) or damage to property caused by the act or omission of Contractor or Contractor Personnel; (c) any claims or losses for Services rendered by any subcontractor, person, or firm performing or supplying Services, materials, or supplies in connection with the Contractor's performance of this Contract; (d) any claims or losses resulting to any person or third party entity injured or damaged by the Contractor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under this Contract in a manner not authorized by this Contract, or by Federal or State statutes or regulations; and (e) any failure of the Contractor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.
Exhibit 4, Section 23.4	69	Contractor shall as soon as practicable, notify Department of any claim made or suit filed against	We request to revise the language as follows:

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		Contractor resulting from Contractor's obligations under this Contract if such claim may involve the Department. Department has no obligation to provide legal counsel or defense to Contractor if a suit, claim, or action is brought against Contractor or its subcontractors as a result of Contractor's performance of its obligations under this Contract. In addition, Department has no obligation for the payment of any judgments or the settlement of any claims against Contractor arising from or related to this Contract. Department has not waived any right or entitlement to claim sovereign immunity under this Contract.	Contractor shall as soon as practicable, notify Department of any claim made or suit filed against Contractor resulting from Contractor's obligations under this Contract if such claim may involve the Department. Department has no obligation to provide legal counsel or defense to Contractor if a suit, claim, or action is brought against Contractor or its subcontractors as a result of Contractor's performance of its obligations under this Contract. ~~In addition, Department has no obligation for the payment of any judgments or the settlement of any claims against Contractor arising from or related to this Contract.~~ Department has not waived any right or entitlement to claim sovereign immunity under this Contract.
Exhibit 4, Section 23.5	70	Contractor shall comply with its obligations to indemnify, defend and hold the Indemnified Parties harmless with regard to claims, damages, losses and/or expenses arising from a claim for benefits under the Plan as provided herein. Contractor shall be entitled to control the defense of any such claim and to defend or settle any such claim, in its sole discretion, with counsel of its own choosing; however, Contractor shall consult with Department regarding its defense of any claim and not settle or compromise any claim or action in a manner that imposes restrictions or obligations on Department, requires any financial payment by Department, or grants rights or concessions to a third party without first obtaining Department's prior written consent. Contractor shall have the right to assert any and all defenses on behalf of the Indemnified parties, including sovereign immunity.	We request to remove this Section in its entirety because it is not applicable to the services that we provide.
Exhibit 4, Section 23.5	70	The Contractor shall at all times comply with and observe all federal and state laws and regulations which are in effect during the period of this Contract and which in any manner affect the work or its conduct.	In accordance with Section 5.a. of the StayWell Terms and Conditions Addendum attached to our RFP response as a separate attachment, ETF acknowledges and agrees that it is ultimately responsible for confirming compliance of its benefits and wellness

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			program with applicable federal and state law.
Exhibit 4, Section 23.6	70	n/a.	We request the addition of the following language as a new Section 23.6: Department shall indemnify, defend and hold Contractor harmless from any claim, suit or action, damage, judgment, cost or expense, including reasonable attorneys' fees, sustained by Contractor to the extent it arises from (i) a third party claim that Contractor's use or disclosure of Participant Information (as defined in the StayWell Terms and Conditions Addendum) in accordance with the directions or specifications of Department violates any applicable laws, rules, or regulations, (ii) a third party claim that the structure of Department's health/wellness plans (including, but not limited to benefit eligibility or incentive structures thereunder), violates any applicable laws, rules, or regulations, or (iii) a third party claim arising out of the unauthorized disclosure of Protected Health Information (as defined in the StayWell Terms and Conditions Addendum) caused by an act or omission of Department.
Exhibit 4, Section 23.5	70	Contractor shall comply with its obligations to indemnify, defend and hold the Indemnified Parties harmless with regard to claims, damages, losses and/or expenses arising from a claim for benefits under the Plan as provided herein. Contractor shall be entitled to control the defense of any such claim and to defend or settle any such claim, in its sole discretion, with counsel of its own choosing; however, Contractor shall consult with Department regarding its defense of any claim and not settle or compromise any claim or action in a manner that imposes restrictions or obligations on Department, requires any financial payment by Department, or grants rights or concessions to a third party without first obtaining Department's prior written consent. Contractor shall have the right to assert any and	We request to remove this Section in its entirety because it is not applicable to the services that we provide - we will not be administering benefits.

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		all defenses on behalf of the Indemnified parties, including sovereign immunity.	
Exhibit 4, Section 27.0	70	Replacement staff shall be on-site within two (2) weeks of the departure date of the person being replaced. The Contractor shall provide the Department with reasonable access to any staff diverted by the Contractor.	Replacement staff shall be on-site, assuming onsite staff is a contractual requirement, within 30 business days of the departure date of the person being replaced. This assumes the replacement is not a new hire for the Contractor. A new hire process and timeline will be agreed to with Contractor and Department. The Contractor shall provide the Department with reasonable access to any staff diverted by the Contractor.
RFP Exception			
5.4 – Biometric Screening	27	D.1. The Contractor must schedule a biometric screening event for any eligible employer site that makes a formal request to the Contractor at least sixty (60) Days prior to the employer specified event date.	"Event confirmation is subject to approval. If a requested date is not able to be confirmed by StayWell, alternate dates will be provided. Confirmed events will not be cancelled by StayWell except for in cases where force majeure applies."
5.4 – Biometric Screening	28	d. The Contractor must allow the site coordinator for the employer group to increase or decrease the projected attendance for the event up to seven (7) Days prior to the event;	Additional fees may apply and subject to availability. We do not normally allow decreases because it may result in cancellation of scheduled appointments if we are reducing staffing. For increases, we can usually accommodate 11 business days out without additional fees. We are open to further discussion around this requirement.
5.4 – Biometric Screening	28	6. Screening staff must arrive at least two (2) hours prior to the event start time and manage event set-up and check-in of registered Participants.	We currently arrive 1 hour prior. Additional fees would apply for earlier arrival and we only provide registration staff at events with 75 (otherwise a current staff member will check-in and screen participants) or more expected but can provide at all events for a fee
5.4 – Biometric Screening	28	The Contractor must provide a Participant registration system, accessible within the web-portal and via the Contractor customer service toll free number, which verifies program eligibility prior to the screening. The registration system must provide the Participant with an e-mail confirmation and at least two (2) e-mail reminders of the scheduled biometric screening, with one (1) reminder being sent seven	We typically do not register participants via the phone but do help them with the system navigation if requested. We are happy to discuss registration and applicable fees if requested.

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		(7) Days prior to the event and a second being sent twenty-four (24) hours prior to the event. Registration for the event must remain open until twenty-four (24) hours prior to the event.	
5.4 – Biometric Screening	29	At all biometric screening events, the Contractor must: Have an average screening completion time of twenty (20) minutes and a wait time of no more than ten (10) minutes for pre-registered Participants; and	This is highly based on approval of walk-in policy by ETF. If walk-ins are not, accepted then, no concerns are warranted. Furthermore, we do not track actual check in time or date.
5.4 – Biometric Screening	29	H.No more than forty-eight (48) hours after the event, the Participant must receive an email detailing the remaining program requirements, highlighting health coaching and other follow-up services, and notifying the Participants that they may receive an outreach call for health coaching. If the Participant does not have email, information must be provided by USPS.	We have assumed our customized ½ sheet that is provided at the event for participants detailing requirements, programs and partner services. This is a completely custom ½ sheet we provide to participants. We are happy to discuss any email options as well, but at this time have assumed our ½ sheet.
Section 5.7 – Wellness and Disease Management Programs	36	All health coaches for the wellness program must be certified by one or more nationally recognized credentialing bodies, have a minimum of one (1) year experience in health coaching, and be provided with on-going education and training.	All health coaches have health-related degrees, a minimum of 3 years of experience (average is over 17 years), and are provided on-going education and training. While certifications are not required, most have one or more certifications.
Section 5.7 – Wellness and Disease Management Programs	36	G. Wellness coaching must be offered for a wide range of risk factors related, but not limited to: nutrition, physical activity, sleep, stress, tobacco use, excessive alcohol use, and medication adherence.	We currently do not offer coaching for alcohol and routinely integrate with EAP or behavior health for alcohol usage. We assume medication adherence to fall under DM.
Section 5.7 – Wellness and Disease Management Programs	37	I. The Contractor must be able to provide disease management programs, at a minimum, for hypertension, Type 2 diabetes, asthma, chronic respiratory diseases, metabolic syndrome, low back pain and depression.	We offer back care as part of our Lifestyle Management solution, and Metabolic syndrome as part of group coaching and depression as a co-morbid in DM programming. We routinely integrate with EAP for depression.
5.4 – Biometric Screening	29	1. Date that labs were obtained for each result(s);	We typically, only load one screening date for the lab values. However, we typically agree upon a range of dates in which labs are acceptable.
Appendix 6 – Reporting Requirements	2	Performance Standards: Satisfaction Survey: Biometric Screening Site Coordinators	Our standard screening survey does not collect comments. We can collect number of aggregate distributed and collected.

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		Description: On a template approved by ETF, the Contractor must report a summary of the completed surveys, including any comments submitted in the survey comment field and the name and contact information for the site coordinator who completed the survey	
Appendix 6 – Reporting Requirements	2	Performance Standards: Satisfaction Surveys Description: On a template approved by ETF, the Contractor must report a summary of each of the required Participant surveys, the number distributed and completed, and including any comments submitted in the survey comment field. For each survey report, the Contractor must include a status report narrative and detailed report on the specified performance measure.	Our standard survey does not include a comments section. Number of distributed may vary by product and how we deliver them to the participant. These will come in aggregate form.
RFP Assumption			
5.4 – Biometric Screening	28	Coordination must include: The Contractor will provide the site coordinator with weekly registration updates for the four (4) weeks prior to the event and assist the site coordinator with determining adjustments to the number of registrations available;	We typically provide the client with weekly participation updates and we can CC or BCC all locations with the report. We are happy to discuss and review individually emailing each location as well.
5.4 – Biometric Screening	29	At all biometric screening events, the Contractor must: Notify the ETF Program Manager, by phone or email, of complaints or issues that occurred at the biometric screening within one (1) Business Day of the event.	With one (1) day of becoming aware of the issue.
5.4 – Biometric Screening	29	The Contractor must import results data from the Contractor-provided biometric screening into the Participant's profile or health risk assessment (in the web-portal) within ten (10) Days of the screening date.	Within ten (10) business days. To account for screening that are close to holidays.
5.4 – Biometric Screening	29	3. Ability for Participant's healthcare provider to report prior results if updated blood work is not necessary based on clinical experience or USPSTF guidelines.	**Clarification:** We are unsure of the request. We would ask for further clarification regarding this request.

SECTION/TITLE	RFP Page Number(s)	ORIGINAL RFP LANGUAGE	STAYWELL EXCEPTION OR ASSUMPTION
5.4 – Biometric Screening	29	The Contractor's system must have an indicator to identify which biometrics are obtained at a Contractor event and which are obtained via the Participant's healthcare provider.	We verify on this in our internal systems (not visible in the user interface to participants).
Section 5.5 Health Risk Assessment	31	4. Is available on the web-portal. For Participants unable to complete the health risk assessment in the web-portal, the Contractor must provide the ability for the Participant to complete it by mobile phone, landline phone, or by paper, whichever is the preferred submission type for the individual Participant; and	We have assumed Paper back up via a participant contacting our Helpline. We do have full telephonic HA capabilities but have not included that option in our pricing at this time.
Section 5.5 Health Risk Assessment	31	At the request of the ETF Program Manager, the Contractor must provide a printable version of the health risk assessment content translated in to up to two (2) languages that will be specified by ETF.	We currently have English and Spanish and have included that in our Paper and Online HA as the two modalities offered. In the event that Hmong is requested (which we understand is not an official language but different dialects of Chinese exist) we would need up to 120 days for translation to a paper assessment.
Section 5.7 – Program Website and Portal	34	1. Incentive payment status (e.g., pending, issued, etc.);	We issue activity status regarding pending, completion, participating in various activities. We could further explore the actual incentive payment status upon delivering and issuing of the VISA gift card itself. We typically, have text on the incentive portal that explains when gift card delivery occurs based on when they achieve their points/dollars/activity status to earn the gift card.
Section 5.7 – Wellness and Disease Management Programs	37	O. The Contractor must assist ETF and its stakeholders and partners with identifying and implementing up to four (4) pilot programs each year including but not limited to, outreach to targeted populations, education campaigns, onsite coaching, or targeted group challenges.	We have assumed these to be on new StayWell product offerings.
Section 5.11 – Marketing and Communications	41	The Contractor must obtain approval from the ETF Program Manager on an Annual Promotion and Communication Plan for the wellness and disease management programs within ten (10) Days of the Contract start date and no later than August 1st for subsequent Contract years.	While we can certainly provide this in 10 days, we typically go through a discovery and full onsite communications meeting, strategy, and design exercise to understand the tone, brand, marketing avenues and so forth. This usually occurs within the first 30 days and the timeline and strategy is produced with some flex

SECTION/TITLE	RFP Page Number(s)	ORIGINAL RFP LANGUAGE	STAYWELL EXCEPTION OR ASSUMPTION
		The plan must include detail on proposed outreach for the wellness and disease management programs overall and the outreach plan for health coaching.	opportunities during the year based on engagement results.
RFP Assumptions and Exceptions to Appendix 7, Performance Standards and Penalties			
Appendix 7 – Performance Standards and Penalties	2, B	**Notice:** Contractor shall notify the ETF Program Manager and Privacy Officer within twenty-four (24) hours of identifying a breach, impermissible use, or impermissible disclosure of IPI or PHI.	Exception: Five (5) business days
Appendix 7 – Performance Standards and Penalties	2, D	**Resolution:** One hundred percent (100%) of ETF issues received by phone call or email are resolved by the Contractor within five (5) Business Days of receipt.	We will have a resolution plan within five(5) business days
Appendix 7 – Performance Standards and Penalties	2, D	**Written Inquiries**: The Contractor shall respond to one hundred percent (100%) of written inquiries from ETF received by mail within seven (7) Business Days of receipt	We have an assumed an email response to an email inquiry is sufficient and that this pertains to a written letter received.
Appendix 7 – Performance Standards and Penalties	3, F	**Event Scheduling:** The Contractor shall provide a biometric screening event for every employer request received sixty (60) Days prior to the event date.	“Event confirmation is subject to approval. If a requested date is not able to be confirmed by StayWell, alternate dates will be provided. Confirmed events will not be cancelled by StayWell except for in cases where force majeure applies.”
Appendix 7 – Performance Standards and Penalties	3, F	**Length of Screening:** Participants with pre-scheduled screening appointments shall complete their screening, including wait time, in a total of thirty (30) minutes or less. Participants that arrive more than five (5) minutes late are excluded from this measure and may be required by the Contractor to be rescheduled if such late arrival will jeopardize timely completion of subsequent screening appointments.	Exception: This is highly based on approval of walk-in policy by ETF. If walk-ins are not accepted then, no concerns are warranted. Furthermore, we do not track actual check in time or date. We recommend using the participant satisfaction surveys in lieu of this PG and assess a PG based on % satisfied.
Appendix 7 – Performance Standards and Penalties	3, F	**Supplies:** There shall be one hundred percent (100%) of screening kits available for scheduled screenings.	For all registered participants.
Appendix 7 – Performance Standards and Penalties	Performance Standards and Penalties	**Arrival:** The Contractor staff shall be on site and prepared to conduct the initial screening for each screening event at least two (2) hours prior to event start time with all necessary	Exception: At least one hour prior. We standardly use XL BP cuffs (but willing to explore XXL where needed) and our process assumes the wastebasket will be provided by the client. Our appointment

SECTION/TITLE	RFP Page Number(s)	ORIGINAL RFP LANGUAGE	STAYWELL EXCEPTION OR ASSUMPTION
		tools and supplies (e.g., XXL BP cuffs, wastebaskets, appointment lists, screening equipment, forms, etc.); provided that Contractor is provided access to such screening site.	list is downloaded by the site contact and provided to the screening team.
Appendix 7 – Performance Standards and Penalties	3, F	**Notification:** The Contractor shall notify the ETF Program Manager (by phone or email) of complaints or issues that occurred at a screening event within one (1) Business Day.	With one (1) day of becoming aware of the issue.
Appendix 7 – Performance Standards and Penalties	3, G	The Contractor shall handle ninety-eight percent (98%) of all Member issues with the program (e.g., technical problem, health risk assessment, etc.), without ETF involvement (where “ETF involvement” does not include situations where ETF staff received an initial call from a Member and passed the issue to Contractor or one of its subcontractors).	Assuming it is relative to our programs.
Appendix 7 – Performance Standards and Penalties	3, H	**Telephone Response Time**: At least ninety percent (90%) of all calls to customer service will be answered within thirty (30) seconds; measured by the amount of time between the time a call is received into a customer service queue and the time the phone is answered by a customer service representative.	Exception: Our standard is 85% and we are happy to access pricing for a 90% metric.
Appendix 7 – Performance Standards and Penalties	3, H	**Call Abandonment Rate:** Less than two percent (2%) of calls abandoned, measured by the percentage of calls that are not answered by administrator (caller hangs up before answer) divided by the number of calls received.	At 2% after 30 seconds.
Appendix 7 – Performance Standards and Penalties	4, H	**First call resolution rate:** Ninety-five percent (95%) of calls to customer service will be handled to resolution on initial contact; measured by the number of calls that are completed without need for referral or follow-up action divided by the total number of calls received.	Not including referrals, or questions/calls not in our control, and not including participant appeals.
Appendix 7 – Performance Standards and Penalties	4, H	**Open Call Resolution Turn-Around-Time:** Ninety-five percent (95%) of customer service calls that require follow-up or research will be resolved within forty-eight (48) hours. Measured by the percent of open	Assuming the issue is StayWell’s and within 2 business days.

SECTION/TITLE	RFP Page Number(s)	ORIGINAL RFP LANGUAGE	STAYWELL EXCEPTION OR ASSUMPTION
		calls resolved in 'X' (the number of Business Days to resolve all calls.	
Appendix 7 – Performance Standards and Penalties	4, H	**Call Resolution Action Plan:** Calls not resolved within forty-eight (48) hours will have an action plan for resolution submitted to the ETF Program Manager within five (5) Business Days of the call. The action plan shall include the target date of resolution.	Assuming the issue is StayWell's and within 2 business days.
Appendix 7 – Performance Standards and Penalties	4, H	**Call Center Access:** Dedicated toll-free telephone access to customer service center available between 8:00 a.m. and 7:00 p.m., CST/CDT, Monday through Friday, at minimum, except for legal holidays.	Exception: Currently we have assumed our hours. Open till 6pm Friday (happy to review costs for the additional hour) however, we are open on Saturday 8am till 12pm.
Appendix 7 – Performance Standards and Penalties	4, I	**Conducting Surveys:** The Contractor shall conduct all surveys as specified in the Contract.	Using our standard surveys.
Appendix 7 – Performance Standards and Penalties	4, I	**Satisfaction Surveys:** The Contractor shall achieve a ninety-five percent (95%) satisfaction or better (defined as "top two-box" satisfaction/approval using an approved standard 5 point survey tool) on all surveys required by the Contract.	Exception: 90% top two survey with StayWell standard survey.

Tab 4 – Required Documents

On the pages that follow, we have included hard copies* of the following documents:

- Proposer's certified financial statement for Proposer's most recent completed fiscal year; **[REDACTED]**
- Sample Proposer's standard wellness and disease management contract; **[REDACTED]**
- Sample Proposer reports and report matrix; and, **[REDACTED]**
- Sample Proposer invoice.

**Included in zip file on the flash drive.*

As requested in Addendum 1 (A26, pg. 7), sample promotional materials are to be provided via a URL instead of in hard copy form. To view samples, please visit the following link: **[REDACTED]**

URL: **[REDACTED]**
Username: **[REDACTED]**
Password: **[REDACTED]**

Communications and engagement strategies

StayWell offers comprehensive communications support dedicated to engaging ETF Members. Our internal communications team offers full-suite agency services proven to drive engagement and produce measurable results. The ETF's communications representative will work with an experienced engagement communications consultant who specializes in well-being engagement, marketing and internal communications to make strategic recommendations tailored to the needs and goals of the ETF.

However, to truly design an effective consumer experience, the process begins with discovery and consultation. Working closely with your engagement communications consultant, you'll receive a strategic communications plan and timeline designed with best practice recommendations and engagement innovation in mind. StayWell approaches the engagement process as a collaboration with the ETF. The following illustrates our process and consultative approach:

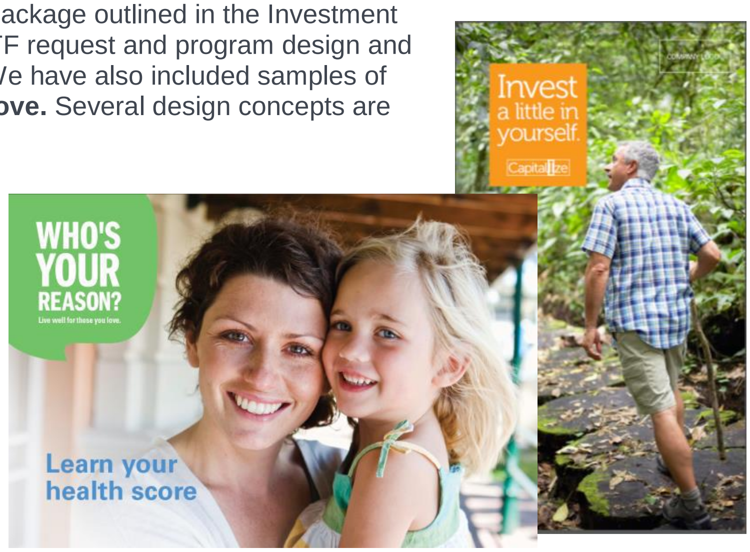
- A **content strategy** matches the tone, voice, style and brand of your well-being communications to your organization. We integrate strategies, looking across what the ETF already does to promote Member health, consumerism and well-being, and combine our strategies with yours.

- Our **engagement marketing strategy** combines digital, social media, and home-mailed materials into a master plan with timelines and execution details. This component can include human interest strategies, public relations strategies and on-site strategies that drive attention and engagement.

- Our **platform strategy** identifies the best way to reach your dispersed population. We look at the channels you have available, analyze new channel options, and create the best distribution infrastructure for your well-being communications. This strategy identifies the best mode of communication, the various ways that the ETF already communicates with your population, and ways that StayWell can supplement your current channels.

We have proposed a preliminary communications package outlined in the Investment Schedule. We have aligned our offering with the ETF request and program design and objectives along with key tactics for engagement. We have also included samples of our communication material themes in **the URL above.** Several design concepts are available.

Within our themes and designs, we use conventional marketing lead generation practices, integrated throughout as many channels as possible to reach people where they are and the way they prefer to receive the information. StayWell utilizes science to create communications — including adult learning theory, behavior change models and positive psychology — ensuring that our communications are meaningful to your Members and help the ETF achieve your participation goals.



Champion Connection

StayWell has developed a host of tools and resources to support your wellness network representatives and wellness champions to help you build a culture of health at the local level. Part of the strong cultural support our account team offers includes not only the know-how to develop and enhance your wellness champion network, but also the tools and resources to make their jobs easier. Some of those tools include: health fairs, lunch and learns, fitness campaigns and community activities to engage and educate your Members about their health, culture audits, stakeholder toolkits, our Champion Connection online toolkit, and management scorecards. Our account team will assist your program representatives in using these resources and provide monthly recommendations for promotional opportunities.

Various methods of communication, including posters, program signage, and online tools, updated and distributed by your well-being champions, keep your population informed about available programs, activities, and incentives.

To develop strategic plans that create a supportive environment and culture, you need strong organizational assessment and benchmarking. StayWell uses the industry's best scorecards and validated tools to plan strategies that maximize impact by leveraging existing cultural strengths and addressing gaps.

StayWell offers tools such as the Culture Assessment, in which you complete a questionnaire checklist regarding the current state of culture of health within the organization. StayWell provides a written summary of areas to focus and works to set appropriate and achievable goals.

Leadership engagement

StayWell will work with ETF program representatives to engage key stakeholders through best-practice leadership engagement strategies. To keep the leadership team informed of the well-being program, StayWell will partner with you to create leadership communication tools for the well-being program. Our tools will consist of an email announcement, FAQs and turnkey meeting material to use in team meetings. To inform leaders of the program outcomes, StayWell will also provide a leadership dashboard report highlighting subgroups at the ETF. The report is designed to provide a snapshot of key data metrics and share successes of the program.

To truly engage leaders, it is important to get them actively involved. StayWell will work with you to define and implement strategies to provide opportunities for leaders to promote and visibly participate in well-being offerings.

In addition to providing leadership communication toolkits, StayWell recommends requesting leader testimonials, providing opportunities for leaders to visibly participate in onsite programs, and creating a leader competition among locations. Over time, we will continue to refine the leadership engagement strategy using annual leader surveys and/or focus groups to learn more about the best way to garner ongoing leadership support.

Tab 5 – Additional Services

The following additional services can be provided as an option in year one, or at any time for the ETF.

Destination challenges *(optional, additional fees apply)*

As an optional StayWell CONNEXT website feature, we offer a portfolio of fun, engaging challenges through our partnership with Health Enhancement Systems (HES). Every well-being challenge has an interesting theme and compelling visuals — usually with the opportunity to learn something beyond the health issue (such as fascinating national /international sites). The challenges offer flexible program lengths (e.g., 6, 8, 12 or 52 weeks), include device integration (Fitbit, Jawbone, Garmin), and mobile capabilities, have built-in teams, buddies, and social gaming tools and are integrated into the StayWell CONNEXT website for consistent access and data collection.

- **10K-A-Day –** motivates Members to walk more as they travel virtual routes, making stops at spectacular sites along the way—from snow-capped mountains and dense forests to ancient castles and coastline beaches. We are suggesting a customized version of this campaign (Million Steps) that runs as a year-long campaign to encourage ongoing physical activity.
- **Get Fit on Route 66 –** inspires Members to take a fun-filled ride down the Mother Road as they increase physical activity. Engaging graphics, a classic car that travels to virtual stops along the legendary highway, and easy-to-use logging tools make this all-time favorite health improvement program a hit.
- **Right This Weigh –** Travel famous trails, experience vivid locations and practice healthy habits while pursuing the goal of a healthy weight for life. Friendly team competition inspires members to reach their goals of improved sleep, nutrition and physical activity.
- **Slam Dunk Well-being –** Engage the population with basketball-inspired, friendly team competition! Learn simple, easy ways to improve nutrition and physical activity. Members challenge themselves to beat each day's opposing team by making healthy choices (and earning points!) throughout the day.
- **Colorful Choices –** Healthy eating is fun with this program, where Members can choose from over 120 colorful fruits and vegetables! Delicious recipes, sorted by produce color, and daily tips help members achieve their team's daily healthy eating goals.
- **Walktober –** a seasonal month-long walking challenge designed to inspire people to make walking a priority, in October and beyond.
- **Health for the Holidays –** a whimsical, seasonal challenge to help Members skate through the season a little healthier and happier, by logging daily behaviors to build an engaging, animated holiday scene.
- **HealthTrails –** a customizable wellbeing challenge that draws on the excitement of learning about new places and people around the world.
- **Spring into Motion –** a challenge designed to help members move more, boost energy and have fun as they visit fascinating spring events around the world.

Financial Wellness *(optional, additional fees apply)*

Offering tools and support across the full spectrum of well-being is important to your overall program and each participant's personal success. Our financial well-being tools create awareness and action by integrating into each client's financial programs (i.e., 401k provider, investment support, retirement, etc.). We offer a variety of tools and calculators to assist with budgeting, plus five financial workshops:

- Budgeting 101
- Getting the Most with Your 401k
- Basics of Investing
- Financially Fit Family
- Financial Resiliency

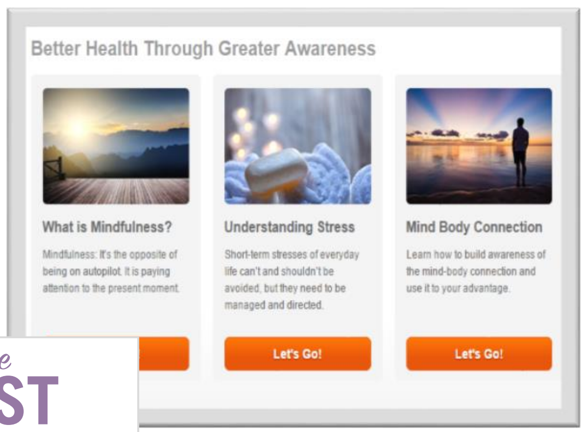
Our workshops allow for integration with your current financial well-being partners to drive participants to your offering. In addition, StayWell has robust integration and content configuration available to customize for your program. For example, we can take indicators on the eligibility file of participants who have not registered for the 401k plan and push relevant messaging and information. We also have the ability to take third-party content and leverage it to create a custom learning module specific to your program offering (additional fees may apply).

Professional Support Tools *(optional, additional fees apply)*

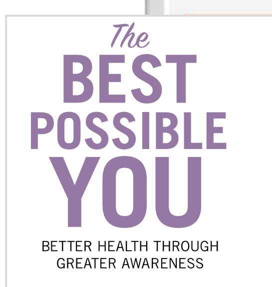
Satisfaction in one's career has a direct impact on each individual's well-being as well as the larger workplace culture. Supporting the professional connection to well-being is important, so we offer our Management Toolkit for employees in management roles. Simply indicate on the eligibility file which employees are eligible to receive our management toolkit and we will populate a module on the employees' website with tools to support them, such as digital workshops, content, communications and ways for managers to promote the well-being program. This toolkit can also support custom content provided by a partner or your company. Additionally, we can create custom digital workshops configured just for the client (additional fees may apply).

Mindfulness programs *(optional, additional fees apply)*

Our new-for-2017 Mindfulness offerings teach employees how to use mindfulness to manage stress. By learning how to non-judgmentally focus attention through mindfulness meditation, employees can recognize that fear and worry are distractions keeping them from focusing on the present and the logical decisions they can make right now to positively impact their futures.

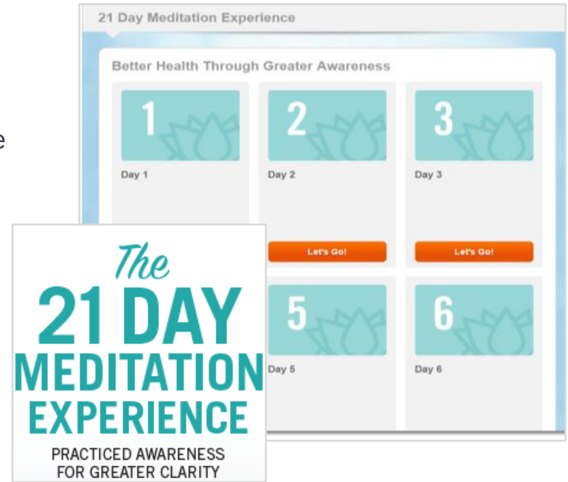


This knowledge and ability can help decrease stress and increase productivity. Duke University research on workplace mindfulness practice found a 36% decrease in stress levels; University of California, Santa Barbara research showed that focusing on one's breathing for 10 minutes significantly reduced mind-wandering; and a study by Harvard, Yale and MIT found that meditation increased the size of the brain part associated with attention.



Additional Services *(continued)*

There are many additional benefits to mindfulness meditation practice. It can boost the immune system; improve cardiovascular function, brain function and digestion; reduce blood pressure; balance hormones; maintain weight; increase one's sense of calm and ability to relax; reduce fatigue, anxiety and depression; increase energy; improve coping skills, listening skills, and relationships; and help provide a greater focus on goals and meaning.



New for 2017, we are offering the following mindfulness programs: **The Best Possible You Workshops**, which include a mindfulness overview titled *What is Mindfulness?*; a stress overview titled *Understanding Stress*; and *The Mind Body Connection*, which examines health impacts of the mind/body connection. We also offer **21-Day Guided Meditation**, a guided audio meditation program that builds participant meditation skills over a 21-day period.

Champion Charge Toolkits *(optional, additional fees apply)*

[REDACTED]

[redacted]

Onsite staff and services *(beyond the WI FTE proposed)*

Per the Account Management structure in question 6.2.2, we have proposed a FTE in WI, to support the ETF program. The staff member may be required to perform tasks from the reference below. More importantly, we wanted the ETF to understand the value we can bring with our onsite staff member and any additional onsite staff the ETF may request in the future.

[REDACTED]

[redacted]

[redacted]

[redacted]

[redacted]

staywell.com

All data, ideas, designs, pictures, illustrations, pricing and other information presented in this proposal are the property of The StayWell Company, LLC and are not to be disseminated, distributed, or otherwise conveyed to third parties without the permission of StayWell.

This proposal is a written invitation to enter into an agreement with StayWell and is valid for 180 days from May 27, 2016.

StayWell does not accept any advertising on StayWell CONNEXT, and StayWell does not receive income from marketing sponsors or advertisers. Any mention of a particular service is not an endorsement, but rather mentioned to participants so that they will be aware of programs for which they are eligible.