



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

## Contract by Authorized Board

**Commodity or Service:**

Third Party Administration of Wellness and Disease Management Programs

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

ETG0005 – Amendment #3 dated July 23, 2019

**Authorized Board:** Group Insurance Board

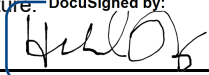
**Contract Period:** January 1, 2019 - December 31, 2020 with the option for renewal for an additional two (2) years

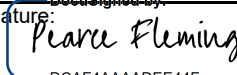
1. This Contract Amendment #3 is entered into by the State of Wisconsin Department of Employee Trust Funds (Department or ETF) on behalf of the Group Insurance Board (Board), and The StayWell Company, LLC (Contractor), whose address and principal officer appear below. The Department is the sole point of contact for this Contract.
2. Whereby the Department agrees to direct the purchase and Contractor agrees to supply the Contract requirements in accordance with the documents specified in the order of precedence below, which are hereby made a part of the Contract by reference.
3. In **Contract Amendment #1**, the Department and Contractor agreed to modify the Contract as follows:
  - a. Contractor's pricing and rules for flu vaccine services were added to the Contract as **Amendment 1A – StayWell Flu Vaccination Pricing and Assumptions**.
  - b. The Department's Request for Proposal (RFP) ETG0005 Appendix 7 - Performance Standards and Penalties, was modified as indicated in **Contract Amendment 1B – Modifications to Appendix 7-Performance Standards and Penalties**.
  - c. Section 28.0 Data Security and Privacy Agreement was added to RFP Exhibit 4 - Department Terms and Conditions. The revised Exhibit 4 is attached as **Contract Amendment 1C – Exhibit 4 Department Terms and Conditions**.
  - d. Sections 5.6.L, 5.7.Q and 5.12.1.F were added to the RFP as indicated in **Contract Amendment 1D – Additions to RFP Sections 5.6, 5.7 and 5.12**.
4. In **Contract Amendment #2**, the Department and Contractor agreed to modify the Contract as follows:
  - a. Sections 5.3.J, 5.4.D.6, 5.7.R, 5.11.I, and 5.11.J were modified or added to the RFP as indicated in the attached **Contract Amendment 2A – Changes/Additions to RFP Sections 5.3, 5.4, 5.7 and 5.11**.
  - b. The Department's Request for Proposal (RFP) ETG0005 Appendix 7 - Performance Standards and Penalties, was modified as indicated in the attached **Contract Amendment 2B – Modifications to Appendix 7-Performance Standards and Penalties**.
5. In this **Contract Amendment #3**, the Department and Contractor agree to modify the Contract as follows:
  - a. Contract Amendment 1A – StayWell Flu Vaccination Pricing and Assumptions for the period September 1, 2018 through December 31, 2018 is hereby deleted and replaced with the attached **Contract Amendment 3A – StayWell Flu Vaccination Pricing and Assumptions** for the period September 1, 2019 through December 31, 2019.
  - b. The Department's Request for Proposal (RFP) ETG0005 Appendix 6 – Reporting Requirements, is hereby modified as indicated in the attached **Contract Amendment 3B – Modifications to Appendix 6-Reporting Requirements**.
  - c. The Department's Request for Proposal (RFP) ETG0005 Appendix 7 - Performance Standards and Penalties, is hereby modified as indicated in the attached **Contract Amendment 3C – Modifications to Appendix 7-Performance Standards and Penalties**.
  - d. The attached, new **Appendix 7A – StayWell – Performance Standards and Penalties for Flu Shot Clinics** is hereby added to the Contract.

6. In this **Contract Amendment #3**, the Department and Contractor wish to memorialize the activities below, which Contractor completed in 2018 upon the request and direction of the Department. The Department and Contractor agree:
  - a. Contractor has developed custom data export capabilities to export Well Wisconsin Program data to the Department's Pharmacy Benefit Manager, Navitus, and has exported such data to Navitus, for \$8,000.
  - b. Contractor has created customized Well Wisconsin Program letters for Contractor's Subcontractor Tango to accompany Well Wisconsin Program Participant gift cards, for \$2,500.
7. In this **Contract Amendment #3**, the Department and Contractor agree as follows:
  - a. The pricing indicated in Contractor's BAFO dated July 21, 2016, for 2019 shall be in effect for the Contact period of January 1, 2019 – December 31, 2020.
  - b. Contractor will provide one additional full-time Program Manager, to be located either at the Department's location, or elsewhere in Wisconsin or in a state nearby, as mutually agreed upon by Contractor and the Department. The Program Manager will support the Account Team, coaching requirements, health fair support and employer travel requested by the Department. Additional duties may include: recruiting, training and maintaining wellness champions, creating turn-key programming for wellness champions to implement, working closely with the champions to evaluate, and supporting a culture of health at worksites. Contractor will hire the additional Program Manager specific to the Department's needs, and the Department will be involved in the hiring process. Contractor will perform the initial hire screening and will bring qualified candidates to the Department for the Department's final approval. The cost of this additional full-time Program Manager will be fully borne by Contractor.
8. For purposes of administering the Contract, the order of precedence is:
  - (a) This Contract Amendment #3;
  - (b) Contract Amendment #2 signed by the Board on September 6, 2018;
  - (c) Contract Amendment #1 signed by the Board on March 12, 2018;
  - (d) The Contract between Contractor and the Department signed by the Board on August 16, 2016;
  - (e) Exhibit A, Changes Agreed to by the Parties during contract negotiations and from the Request for Proposal (RFP) ETG0005;
  - (f) Request for Proposal (RFP) ETG0005 dated April 25, 2016; and,
  - (g) Contractor's proposal dated May 27, 2016.

**Contract Number & Service: ETG0005 Third Party Administration of Wellness and Disease Management Programs Amendment #3**

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

<b>State of Wisconsin Department of Employee Trust Funds</b>
Authorized Board: <b>Group Insurance Board</b>
By (Name): Herschel Day, Chair, Group Insurance Board
Signature:  DocuSigned by: A5F7C839CDEE401...
Date of Signature: 7/26/2019
Contact A. John Voelker, ETF Deputy Secretary, if questions arise: (608) 266-9854

<b>Contractor</b>
Legal Company Name: The StayWell Company, LLC
Trade Name: The StayWell Company, LLC
Taxpayer Identification Number: 94-3151780
Contractor Address (Street Address, City, State, Zip):  1020 Discovery Rd., Suite 100 Saint Paul, MN 55121
Name & Title (print name and title of person authorized to legally sign for and bind Contractor):  Pearce Fleming President, Population Health
Signature:  DocuSigned by: DCAE4AAAADEE44E...
Date of Signature: 7/23/2019
Email: PFLEMING@staywell.com Phone: (651) 681-3387

## Amendment 3A

### StayWell Pricing and Assumptions for State of Wisconsin (Valid 9/1/19-12/31/19)

*Rev. Date 07-23-2019*

Flu Vaccine Pricing	
Service	Unit Fee
<b>Flu Vaccination Event Coordination Fee</b>	\$250/flu shot event
<b>Flu Vaccination Fee (Quadrivalent Vaccine Multidose Vial)</b>	\$31/vaccination
<b>Additional Fees</b>	See various sections below

Assumptions
<p><b>Flu Vaccination Event Coordination Fee includes:</b> set-up of flu program with StayWell's Subcontractor, customization and collection of a flu request form from site coordinators, creation and finalization of a flu shot appointment schedule, monitoring of appointment registration, facilitation of requests for changes to events, coordination of billing to health plans and billing to ETF for participants who cannot be billed through a health plan and for true-ups to the minimum number of vaccines required, and ETF event reporting.</p>
<p><b>Flu Vaccination Fee includes:</b> equipment, supplies and vaccine; consent forms and CDC Vaccination Information Statement; staffing necessary to administer flu vaccine at each event; nonstandard hours, permit fees, biohazard disposal, shipping; staff travel expenses. The Flu Vaccination Fee will be paid by ETF, a health plan, or StayWell, as noted below.</p>
<p><b>Contractor/Subcontractor:</b> StayWell has subcontracted Services under the Contract between ETF and StayWell to a Subcontractor that will perform the tasks described herein. Where StayWell is associated with a task referenced herein, StayWell and/or its Subcontractor will complete the task referenced.</p>
<p><b>Minimums:</b></p> <ol style="list-style-type: none"> <li>1. A minimum order quantity of 20 vaccinations applies to all events. All orders for vaccines must be placed in increments of 10 vaccinations.</li> <li>2. StayWell will not bill ETF for non-enrolled participants that receive a vaccination unless the non-enrolled participant misrepresented their enrollment status on their flu shot consent form by indicating that they were enrolled and supported such misrepresentation by presenting a health plan card that either (a) had no expiration date, or (b) had an expiration date subsequent to the date of the event.</li> <li>3. For events in which ETF has ordered 20 or 30 vaccinations: If the number of vaccinations actually administered to enrolled participants is less than the total number of vaccinations ordered, StayWell shall bill ETF for the differential in the number of vaccinations actually administered to enrolled participants at the event and the total number of vaccinations ordered.</li> <li>4. For events in which ETF has ordered 40 or more vaccinations: If the number of vaccinations actually administered to enrolled participants is less than 90% of the total number of vaccinations ordered, StayWell shall bill ETF for the differential in the number of vaccinations actually administered to enrolled participants at the event and 90% of the total number of vaccinations ordered.</li> <li>5. An event is defined as each unique day or consecutive block of time at a given physical address. Events with breaks in the schedule of 2 hours or greater will be billed as separate events and the minimum shall apply to each event.</li> <li>6. Regardless of whether the conditions above are met, ETF will be billed by StayWell for flu vaccinations administered to participants that are enrolled in a health plan but whose flu vaccinations are not reimbursed through such health plan (note that medical plan ID number will be collected on the onsite flu shot consent form and as part of the online registration process, in each case, for use in billing the health plan; if this number is incorrect or cannot be verified, the health plan may not reimburse the individual claim).</li> </ol>
<p><b>EXAMPLES:</b></p> <p>Example 1: 20 vaccinations ordered, 20 or more vaccinations are actually administered to enrolled participants. Each</p>

vaccination recipient was an enrolled participant whose health plan reimbursed StayWell's Subcontractor. StayWell will not bill ETF for any of the vaccinations.

Example 2: 20 vaccinations ordered, 20 or more vaccinations are actually administered to enrolled participants. 2 of the recipients' claims were not reimbursed by a health plan. StayWell will bill ETF for 2 vaccinations, the number of claims rejected for reimbursement.

Example 3: 20 vaccinations ordered, 18 administered, all of which were administered to enrolled participants whose health plans reimbursed StayWell's Subcontractor for individual vaccination claims. StayWell will bill ETF for 2 vaccinations, the differential between the number of vaccines ordered and the number of vaccines actually administered to enrolled participants.

Example 4: 20 vaccinations ordered, with 18 administered to enrolled participants. 16 of 18 vaccinations were administered to enrolled participants whose health plans reimbursed StayWell's Subcontractor, and the remaining 2 vaccinations are administered to enrolled participants whose health plan did not reimburse StayWell's Subcontractor. StayWell will bill ETF for 4 vaccinations as 20 vaccinations were ordered, only 18 vaccinations were administered and health plans did not reimburse StayWell's Subcontractor for 2 vaccination recipients.

Example 5: 20 vaccinations ordered, 22 vaccinations are actually administered. 4 of the vaccinations are administered to non-enrolled participants. ETF is not billed for the vaccinations administered to the non-enrolled participants (unless the non-enrolled participants misrepresented their enrollment status as described in #2 under Minimums). StayWell will bill ETF for 2 vaccinations, the differential between the number of vaccinations ordered and the number of vaccinations actually administered to enrolled participants.

Example 6: 20 vaccinations ordered, with 21 administered. 19 of 21 vaccinations were administered to enrolled participants whose health plan reimbursed StayWell's Subcontractor. 1 of 21 vaccinations was administered to an enrolled participant whose health plan did not reimburse StayWell's Subcontractor, and 1 of 21 vaccinations was administered to a non-enrolled participant. StayWell will bill ETF for 1 vaccination as 20 vaccinations were ordered, 21 were administered, and 1 vaccination was administered to an enrolled participant whose health plan did not reimburse StayWell's Subcontractor. ETF is not billed for the vaccination administered to the non-enrolled participant (unless the non-enrolled participant misrepresented their enrollment status as described in #2 under Minimums).

Example 7: 40 vaccinations ordered, 32 administered to enrolled participants, all of whose claims were reimbursed by a health plan. StayWell will bill ETF for 4 vaccinations because the number of vaccinations administered to enrolled participants was 4 vaccinations less than 90% of the total number vaccinations ordered or 36 vaccinations (see #4 under Minimums).

Example 8: 40 vaccinations ordered, 36 administered. 34 out of 36 vaccinations were administered to enrolled participants whose health plan reimbursed StayWell's Subcontractor and the remaining 2 vaccinations were administered to enrolled participants whose health plan did not reimburse StayWell's Subcontractor. StayWell will bill ETF for 2 vaccinations. ETF met the 90% minimum (36 vaccinations administered) but must pay for the 2 vaccinations administered to enrolled participants whose health plan did not reimburse StayWell's Subcontractor.

Event size will be based on the request from the individual site coordinators. StayWell will recommend adjustments to the event size based on prior events hosted by StayWell or another vendor at that location. Sites that cannot base the event size request on a previous year flu shot event (provided by StayWell or another vendor) will start with an event size of 30 and be allowed to increase the event based on actual registration.

**Scheduling:**

Event hours must be scheduled consecutively and are determined based on the assumption that one nurse can administer 20-25 vaccines in 1 hour. StayWell will schedule StayWell staff time accordingly. Requests for events on holidays or weekends will not be fulfilled.

Events greater than 4 hours in length require a staff break of 30 minutes.

**Flu Shot Registration:**

An online registration tool will be provided via a link on the StayWell portal for advance registration of flu shot recipients. The online registration tool includes appointment confirmation and 2 reminder emails (one email sent 4 Days prior to the flu shot event and the other sent 1 Day prior to the flu shot event). Online registration will close 1 Day prior to each flu shot event. StayWell will monitor online flu shot registrations and proactively reach out to site coordinators at events that are almost full or not filling up to make recommendations on increases or decreases to vaccination order numbers prior to the 11-Business Day deadline.

**Medical Identification Card:**

All participants will be asked to provide a valid medical identification card that demonstrates their enrollment in ETF's group health insurance program ("ID").

If a participant is unable to show an ID, they shall not be permitted to receive a vaccination unless they had registered for the event in advance.

**Consent Form:**

All participants must complete a flu shot consent form prior to receiving a vaccination.

StayWell shall update the flu shot consent form with language inquiring as to whether the participant is enrolled in ETF's group health insurance program; ETF shall review and approve this language, such approval not to be unreasonably withheld.

StayWell's Subcontractor's staff shall review each participant's form, and if a participant has indicated that they are not enrolled in ETF's group health insurance program on the form, but is able to provide a valid ID on-site, StayWell's Subcontractor's staff shall work with the participant to revise and properly complete the form.

If, after consultation with StayWell's Subcontractor's Staff, the participant still reports on the flu shot consent form that they are not enrolled in ETF's group health insurance program, the participant shall not be permitted to receive a vaccination.

**Walk-Ins:**

Walk-ins can be accommodated up to the number of vaccinations ordered. Registered participants will be given priority to ensure enough vaccine is available for those that registered in advance. Walk-ins may be asked to return towards the end of the event to ensure those with scheduled appointments are able to receive their scheduled vaccination.

ETF will not be billed for participants who receive a vaccination but are not enrolled in the State of Wisconsin group health insurance program unless the non-enrolled participant has misrepresented their enrollment status by indicating that they are, in fact, enrolled on the flu shot consent form.

**Event changes:**

Changes requested 10 Business Days or less prior to the event date (increases or decreases in the number of shots ordered, changes to event times, change in location address within the same metro area) will incur the following fees:

- \$150 for staffing change OR rush supply shipment
- \$250 for staffing change AND rush supply shipment

Reductions in quantity of vaccinations ordered can be requested up to 11 Business Days from the event date. One reduction can be accommodated for each event. If the requested reduction in number of vaccinations ordered requires a reduction in event hours, registered appointments will be cancelled in order to adjust event hours to the number of hours necessary to accommodate revised number of vaccinations ordered. Impacted registered participants will be notified by StayWell via email that their appointment is being cancelled due to a change in event hours and will be advised they will need to reschedule.

Increases in quantity of vaccinations ordered can be requested up to 11 Business Days from the event date. However, the ability to increase flu shot orders is subject to staff and vaccine availability.

**Event Cancellation fees:**

Cancellation fees apply as follows:

- Cancellation 10 Business Days or less prior to the scheduled event date: 25% of estimated fees\*
- Cancellation 11-20 Business Days prior to scheduled event date: 15% of estimated fees\*

\*Estimated fees for the scheduled, but subsequently canceled, event are calculated by multiplying the total number of flu vaccinations ordered by the Flu Vaccination Fee set forth above.

**Expectations of ETF and flu shot clinic host/site location:**

Each flu shot event location must have a designated site coordinator to act as the main point of contact for StayWell, reserve the event room, promote the event, and greet the StayWell's Subcontractor staff on the day of the event. Event dates and times, and the number of vaccines ordered per event must be requested at least 60 Days prior to each event. Event confirmation is subject to StayWell's Subcontractor's staff availability and vaccine supply.

While flu shot staff can assist with checking in participants, it is recommended that ETF or event site coordinators provide a registration staff person for larger events to assist with verification of eligibility for walk-in participants. A registration staff person can be provided by StayWell's Subcontractor for a fee of \$125/hr.

**Expectations of StayWell flu shot staff:**

StayWell's Subcontractor's staff will bring all materials, supplies, vaccine and equipment with them to the event and will arrive 20-30 minutes prior to the event start time. StayWell's Subcontractor's flu shot staff will also assist with check-in of participants. If staff is asked to stay 15 minutes or more past the scheduled end time of the event or to arrive more than 30 minutes prior to the start of the event, a fee of \$125/hr/staff applies.

**Billing:**

**Flu Vaccination Event Coordination Fee:** StayWell will bill ETF monthly for completed flu shot events. StayWell's invoice must indicate the location and date of each event.

**Flu Vaccination Fee:** StayWell will bill ETF monthly for the flu shots for which ETF is responsible. StayWell's Subcontractor will submit claims to the appropriate health plans for participant flu shots within a maximum of 120 days of the date of service with a deadline of submitting claims by January 15th, immediately following the last flu shot event of the season. Prior to billing ETF or a health plan, StayWell will confirm the program eligibility of each participant who received a flu shot. StayWell will bill ETF for the differentials and the enrolled participants whose health plans did not reimburse StayWell's Subcontractor for individual claims as described in the Minimums section above. Non-enrolled participants will not be included in the billing or actual count for meeting the minimum. If a participant is not enrolled at the time of billing but becomes enrolled prior to the end date of the program, ETF will not be billed for the participant if that participant's claim is reimbursed by the health plan.

**Timing:** StayWell shall bill ETF within 180 days following the date of the last flu shot event.

**Reporting:**

StayWell will provide ETF with a weekly report that will include the flu shot event name/location, number of vaccinations ordered, minimum vaccinations required and number of participants registered. StayWell will provide a final report that will include participation and site coordinator satisfaction survey results. The report will be delivered within 6 weeks after the final flu shot event. StayWell will provide ETF with a monthly billing report that includes the number of participants for the following subgroups: local employee, local retiree, state employee, state retiree, and participants not enrolled in a health plan. StayWell will provide ETF with a final report outlining the total number of participants billed to the health plans within 6 weeks following the last flu shot event of the season.

**Vaccine assumptions:**

The 2019-2020 quadrivalent influenza vaccine is made from the following four viruses:

- A/Brisbane/02/2018 (H1N1) pdm09-like virus
- A/Kansas/14/2017 (H3N2)-like virus
- B/Colorado/06/2017-like virus (B/Victoria/2/87 lineage)
- B/Phuket/3073/2013-like virus (B/Yamagata/16/88 lineage)

The vaccine is ordered in multidose vials and is not preservative free. Flu shots will not be administered to pregnant or nursing mothers at flu shot events.

Timing	Process for Requesting a Clinic
<b>60 days prior to event</b>	Flu shot event request form due from site coordinators (60 Days in advance of requested clinic date)
<b>Within 1-3 days of request submission</b>	StayWell will email the site coordinator confirming the request was received, is being processed, and a confirmation will be sent within 2 weeks
<b>Within 10 Business Days of request from site coordinator</b>	StayWell will send an email confirming the event request
<b>7 weeks prior</b>	StayWell will email the site coordinator a schedule confirmation; the email will include promotional pieces, the event schedule, and directions on how to schedule an appointment
<b>2 weeks prior to event (11 Business Days)</b>	Deadline to increase or decrease number of shots ordered
<b>4-1 weeks prior to event</b>	StayWell will email the site coordinator the registration list The email will include event location details, schedule, current registration, estimate, and direction on printing the registration roster The email will be sent 4 weeks prior, 3 weeks prior, 2 weeks prior, and 1 week prior to the event
<b>1 Day prior to event</b>	Online registration closes The final registration roster will be emailed to the site coordinator at 3 p.m. with instructions for the site coordinator to print and provide registration roster to StayWell flu shot staff.

<b>Ongoing</b>	StayWell will provide: <ul style="list-style-type: none"><li>• Ongoing support via phone/email as needed</li><li>• A flu shot report weekly, including event schedule and current registrations</li><li>• Additional outreach based on event registrations</li></ul> The online scheduling tool will send emails to StayWell when events are nearly full; emails are sent when there are only 4 appointments left and 0 appointments are left for a given event
<b>One week after event</b>	StayWell will email the site coordinator a link to the event satisfaction survey

## Amendment 3B

### Modifications to Appendix 6 of the RFP (Reporting Requirements)

The following reporting requirements listed in RFP Appendix 6 – Reporting Requirements are modified as follows:

Required Reports	
4.	<b>Performance Standards: Satisfaction Survey: Biometric Screening Site Coordinators</b>
	<b>Frequency:</b> Quarterly
	<b>Description:</b> 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
5.	<b>Biometric Screenings: Summary Report</b>
	<b>Frequency:</b> Semi-Annually
	<b>Description:</b> On a template approved by ETF, the Contractor must report aggregate data, at a minimum, on the risk stratification (e.g. high and moderate risk) of biometric screening results for the current calendar quarter and year-to-date.
7.	<b>Health Risk Assessment: Summary Report</b>
	<b>Frequency:</b> Semi-Annually
	<b>Description:</b> On a template approved by ETF, the Contractor must report aggregate data for responses to the health risk assessment for the current quarter and year-to-date.



## Amendment 3C

### Modifications to RFP Appendix 7 (Performance Standards and Penalties)

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

<b>Effective July 1, 2019</b>	
<b>Performance Standards</b>	<b>Penalties</b>
<p><b>MODIFY:</b>  <b>F. Biometric Screening Events. 2. Length of Screening Time per Participant:</b> Provided that the Contractor has access to the screening site at least sixty (60) minutes prior to the event start time, events shall start on time, be fully staffed in order to support the flow rate for pre-scheduled appointments, and end on time.</p> <p>The Penalty will not apply if the Contractor and event host agree to lengthen the event time to accommodate walk-in appointments.</p> <p>The Penalty will not apply if the event start or end time is delayed due to the event host's failure to complete their responsibilities. If the event host's responsibilities are impeded due to Contractor issues, the Penalty will apply.</p>	<p>If an event starts or ends more than thirty (30) minutes later than scheduled, and 100 or fewer screenings had been scheduled for the event, the Contractor shall pay event host \$250.</p> <p>If an event starts or ends more than thirty (30) minutes later than scheduled, and more than 100 screenings had been scheduled for the event, Contractor shall pay the event host \$500.</p>
<p><b>DELETE:</b>  <b>F. Biometric Screening Events. 7. Participant Wait Time. Participant Wait Time:</b> Contractor shall have sufficient staff on site so that participants with pre-scheduled screening appointments shall complete their screening within a minimum of thirty (30) minutes from their scheduled appointment start time. Participants that arrive more than five (5) minutes after their scheduled appointment start time are excluded from this measurement and may be required by the Contractor to be rescheduled if such late arrival will jeopardize timely completion of subsequent screening appointments.</p>	<p>\$500 for every 5% of Participants per screening event who do not complete their screening within thirty (30) minutes of their scheduled appointment start time</p>
<p><b>MODIFY:</b>  <b>H. Customer Service. 2. Call Abandonment Rate:</b> Less than five percent (&lt;5%) of calls abandoned, measured by the percentage of calls that are not answered by Contractor after thirty (30) seconds (caller hangs up before answer) divided by the number of calls received.</p>	<p>\$2,500 per quarter when the abandonment rate is equal to or greater than 5%. In addition, for each full percentage point over 5%, the penalty will be assessed (up to a maximum of \$12,500 per quarter).</p>

**ADD the following new section M:**

**M. Behavioral Changes**

Behavioral Change	Penalties	Performance Standard												
<p><b>1. Population-Level Lifestyle Management Behavior Change</b></p>	<p>0.5% Fees at risk (excludes screenings &amp; screening related fees)</p> <p><b>Tiered:</b>                      .75 – .99%= 50%                      .50 – .74%= 75%                      &lt; .50% =100%</p>	<p>Achieve at least 1% net improvement in number of health risks of all active state and UW employee repeat health assessment (“HA”) Participants for 2017 and 2018.</p> <p><b>Assumptions:</b> This Performance Standard will be void if any of the following criteria are not met: (1) Department implementation of a proposed comprehensive program model, including HA, targeted lifestyle interventions (including telephonic delivery mode and other modes of the Department’s choice), and population-based health education opportunities in each program year; (2) Employee HA completion rate of at least 40% and an employee lifestyle management registration rate of at least 25% in each program year; (3) at least 50% of employee HA completers are invited to participate in targeted lifestyle management interventions; (4) consistency with intervention program criteria as detailed in scope of work in each program year; (5) Department implementation of a follow-up HA at the end of each program year; (6) Annual HA administration; If the HA is offered to eligible employees less than 12 months from the initial HA, the targeted net improvement in number of health risks will be adjusted.; (7) Department implementation of a mutually agreed promotion/communication/incentive strategy; (8) Department implements Contractor’s standard engagement strategy for coaching programs; and (9) this Performance Standard and its assumptions will be reviewed on an annual basis with any changes to be mutually agreed to by the Department and Contractor.</p> <p><b>Measured by:</b> Contractor’s Key Findings and Recommendation Report. Analysis of population-level behavior change is based on repeat employee HA completion, comparing an employee’s first HA completed within the baseline program year (i.e., program year being evaluated by the Performance Standard) to the HA completed in the following program year. Calculation compares the average number of risks in the baseline program year to the average number of risks in the HA follow-up program year and determines the percentage change. Measurement requires that a follow-up HA be implemented in the program year following the assessed program year.</p> <p>Calculation is based on the following formula:  <math display="block">\frac{((\text{follow-up \# risks} - \text{baseline \# risks}) / \text{baseline \# risks}) * 100}{1} = -x.x\%</math></p> <p><b>Timing of HA for Calculation:</b></p> <table border="1" data-bbox="773 1465 1463 1614"> <thead> <tr> <th>Program Year</th> <th>When Run</th> <th>Baseline<sup>a</sup></th> <th>Follow-up<sup>b</sup></th> </tr> </thead> <tbody> <tr> <td>2017</td> <td>2018</td> <td>2017</td> <td>2018</td> </tr> <tr> <td>2018</td> <td>2019</td> <td>2017-2018</td> <td>2019</td> </tr> </tbody> </table> <p><sup>a</sup> HA is conducted each year. A baseline period (date range for program year being evaluated by the Performance Standard) is used for measuring impact of risk changes to date, with that baseline period ranging from the start date of the program year being evaluated by the Performance Standard to the start date of the follow-up program year. If there are multiple HAs in the baseline period, the first HA completed is used as the baseline HA.</p> <p><sup>b</sup> The follow-up HA is the HA completed in the program year following the program year being evaluated by the Performance Standard (usually administered at the beginning of the follow-up program year).</p>	Program Year	When Run	Baseline <sup>a</sup>	Follow-up <sup>b</sup>	2017	2018	2017	2018	2018	2019	2017-2018	2019
Program Year	When Run	Baseline <sup>a</sup>	Follow-up <sup>b</sup>											
2017	2018	2017	2018											
2018	2019	2017-2018	2019											

<p><b>2. Telephonic Health Coaching Group Lifestyle Management Behavior Change*</b></p> <p><i>This Performance Standard 2 replaces the Performance Standard of the same name submitted by Contractor in its BAFO cover letter dated July 21, 2016</i></p>	<p>0.5% Fees at risk (excludes screenings &amp; screening-related fees)</p> <p><b>Tiered:</b>                      5.75 – 5.99%= 50%                      5.50 – 5.74%= 75%                      &lt; 5.50% =100%</p>	<p>Achieve at least a 6% net reduction in the number of health risks for all active state and UW employee repeat health assessment (HA) completers, for the group that participated in telephonic health coaching during the 2017 and 2018 program year.</p> <p><b>Assumptions:</b> This Performance Standard will be void if any of the following criteria are not met: <b>(1)</b> Customer implementation of a proposed comprehensive program model including HA, targeted lifestyle interventions (including telephonic delivery mode and other modes of Customer’s choice), and population-based health education opportunities in each program year; <b>(2)</b> Employee HA completion rate of at least 40% and an employee lifestyle management registration rate of at least 25% in each program year; <b>(3)</b> at least 50% of employee HA completers are invited to participate in targeted lifestyle management interventions; <b>(4)</b> consistency with intervention program criteria as detailed in scope of work in each program year; <b>(5)</b> no use of excessive incentives by Customer to drive participation in coaching programs (based on Contractor research demonstrating high cost incentives can diminish intrinsic motivation and behavior change); <b>(6)</b> implementation of a follow up HA at the end of each program year; and <b>(7)</b> average time between HAs for all repeat HA completers included in the measurement will be at least 0.9 years but no greater than 1.1 years (If another HA is offered to eligible employees less than 12 months from the initial HA, the targeted net improvement in number of health risks will be adjusted); <b>(8)</b> Customer implementation of a mutually agreed promotion/communication/incentive strategy; and <b>(9)</b> Customer implements Contractor’s standard engagement strategy for coaching programs; and <b>(10)</b> this Performance Standard and its assumptions will be reviewed on an annual basis with any changes to be mutually agreed to by the Department and Contractor.</p> <p><b>Measured by:</b> Contractor’s Key Findings and Recommendation Report.</p> <p>Analysis of telephonic health coaching behavior change is based on repeat employee HA completion by those who participated in telephonic health coaching program, comparing an employee’s first HA completed within the baseline program year (i.e., program year being evaluated by the Performance Standard) to the HA completed in the following the program year. Calculation compares the average number of risks in the baseline program year to the average number of risks in the HA follow-up program year and determines the percentage change. Measurement requires that a follow-up HA be implemented in the program year following the assessed program year.</p> <p>Calculation is based on the following formula:  <math display="block">\frac{((\text{follow-up \# risks} - \text{baseline \# risks})/\text{baseline \# risks}) * 100}{1} = -x.x\%</math></p> <p><b>Timing of HA for Calculation</b></p> <table border="1" data-bbox="743 1423 1490 1577"> <thead> <tr> <th>Program Year</th> <th>When Run<sup>c</sup></th> <th>Baseline<sup>a</sup></th> <th>Follow-up<sup>b</sup></th> </tr> </thead> <tbody> <tr> <td>2017</td> <td>2018</td> <td>2017</td> <td>2018</td> </tr> <tr> <td>2018</td> <td>2019</td> <td>2018</td> <td>2019</td> </tr> </tbody> </table> <p><sup>a</sup> HA is conducted each year. A baseline period (date range for program year being evaluated by the Performance Standard) is used for measuring impact of risk changes to date, with that baseline period ranging from the start date of the program year being evaluated by the Performance Standard to the start date of the follow-up program year. If there are multiple HAs in the baseline period, the first HA completed is used as the baseline HA.</p> <p><sup>b</sup> The follow-up HA is the HA completed in the program year following the program year being evaluated by the Performance Standard (usually administered at the beginning of the follow-up program year).</p>	Program Year	When Run <sup>c</sup>	Baseline <sup>a</sup>	Follow-up <sup>b</sup>	2017	2018	2017	2018	2018	2019	2018	2019
Program Year	When Run <sup>c</sup>	Baseline <sup>a</sup>	Follow-up <sup>b</sup>											
2017	2018	2017	2018											
2018	2019	2018	2019											

<p><b>3. Health Coaching Behavior Change: Physical Activity</b></p>	<p>0.2%</p>	<p>At least 40% of physical activity coaching participants will improve their frequency of 30+ minutes of moderate exercise.</p> <p>Assumptions: This Performance Standard will be void if any of the following criteria are not met: (1) Department implementation of a mutually agreed promotion/communication/incentive strategy; and (2) Department implements Contractor's standard engagement strategy for coaching programs; and (3) Calculation is based on a minimum sample of 30 program completers in each topic area with pre-assessment and post-assessment data.</p> <p><b>Measurement:</b> Contractor's annual client coaching outcomes report</p> <p><b>Timing of HA for Calculation</b></p> <table border="1" data-bbox="922 541 1317 659"> <thead> <tr> <th>Program Year</th> <th>When Run</th> </tr> </thead> <tbody> <tr> <td>2019</td> <td>2019</td> </tr> </tbody> </table>	Program Year	When Run	2019	2019
Program Year	When Run					
2019	2019					
<p><b>4. Health Coaching Behavior Change: Healthy Eating</b></p>	<p>0.2%</p>	<p>At least 40% of nutrition coaching participants will improve their fruit intake or 40% will improve their vegetable intake.</p> <p>Assumptions: This Performance Standard will be void if any of the following criteria are not met: (1) Department implementation of a mutually agreed promotion/communication/incentive strategy; and (2) Department implements Contractor's standard engagement strategy for coaching programs; and (3) Calculation is based on a minimum sample of 30 program completers in each topic area with pre-assessment and post-assessment data.</p> <p><b>Measurement:</b> Contractor's annual client coaching outcomes report</p> <p><b>Timing of HA for Calculation</b></p> <table border="1" data-bbox="922 1066 1317 1184"> <thead> <tr> <th>Program Year</th> <th>When Run</th> </tr> </thead> <tbody> <tr> <td>2019</td> <td>2019</td> </tr> </tbody> </table>	Program Year	When Run	2019	2019
Program Year	When Run					
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<p><b>5. Health Coaching Behavior Change: Stress Management</b></p>	<p>0.2%</p>	<p>At least 50% of stress management coaching participants will improve their perceived ability to cope with stress.</p> <p>Assumptions: This Performance Standard will be void if any of the following criteria are not met: (1) Department implementation of a mutually agreed promotion/communication/incentive strategy; and (2) Department implements Contractor's standard engagement strategy for coaching programs; and (3) Calculation is based on a minimum sample of 30 program completers in each topic area with pre-assessment and post-assessment data.</p> <p><b>Measurement:</b> Contractor's annual client coaching outcomes report</p> <p><b>Timing of HA for Calculation:</b></p> <table border="1" data-bbox="922 1591 1317 1709"> <thead> <tr> <th>Program Year</th> <th>When Run</th> </tr> </thead> <tbody> <tr> <td>2019</td> <td>2019</td> </tr> </tbody> </table>	Program Year	When Run	2019	2019
Program Year	When Run					
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<p><b>6. Health Coaching Behavior Change: Weight Management</b></p>	<p>0.2%</p>	<p>At least 50% of weight management coaching participants will reduce their weight.</p> <p>Assumptions: This Performance Standard will be void if any of the following criteria are not met: (1) Department implementation of a mutually agreed promotion/communication/incentive strategy; and (2) Department implements Contractor's standard engagement strategy for coaching programs; and (3) Calculation is based on a minimum sample of 30 program completers in each topic area with pre-assessment and post-assessment data.</p> <p><b>Measurement:</b> Contractor's annual client coaching outcomes report</p> <p><b>Timing of HA for Calculation:</b></p> <table border="1" data-bbox="922 537 1313 653"> <tr> <th>Program Year</th> <th>When Run</th> </tr> <tr> <td>2019</td> <td>2019</td> </tr> </table>	Program Year	When Run	2019	2019
Program Year	When Run					
2019	2019					
<p><b>7. Health Coaching Behavior Change: Tobacco Cessation</b></p>	<p>0.2%</p>	<p>At least 30% of participants in a telephone-based tobacco cessation health coaching program who reported smoking at the start of the program will quit smoking.</p> <p>Assumptions: This Performance Standard will be void if any of the following criteria are not met: (1) Department implementation of a mutually agreed promotion/communication/incentive strategy; and (2) Department implements Contractor's standard engagement strategy for coaching programs; and (3) Calculation is based on a minimum sample of 30 program completers in each topic area with pre-assessment and post-assessment data.</p> <p><b>Measurement:</b> Contractor's annual client coaching outcomes report</p> <p><b>Timing of HA for Calculation:</b></p> <table border="1" data-bbox="922 1077 1313 1192"> <tr> <th>Program Year</th> <th>When Run</th> </tr> <tr> <td>2019</td> <td>2019</td> </tr> </table>	Program Year	When Run	2019	2019
Program Year	When Run					
2019	2019					

**Notes:**

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

**APPENDIX 7A**  
**PERFORMANCE STANDARDS AND PENALTIES**  
**FOR**  
**FLU SHOT CLINICS**

*Rev. Date 06-28-2019*

**Effective July 1, 2019**

Performance Standards	Penalties
<b>F. Flu Shot Clinic Events: reported by on-site coordinator; assessed quarterly</b>	
<p><b>1. Event Scheduling:</b> The Contractor shall provide a flu shot clinic screening event for every employer that requests one; such flu shot clinics shall occur within sixty (60) days of the date the request is made.</p>	\$1,500 per incident (for each clinic that is not scheduled within sixty (60) days of the request)
<p><b>2. Length of Flu Shot Clinic. Time per Participant:</b> Provided that the Contractor has access to the clinic site at least thirty (30) minutes prior to the event start time, events shall start on time, be fully staffed in order to support the flow rate for pre-scheduled appointments, and end on time.</p> <p>The Penalty will not apply if the Contractor and event host agree to lengthen the event time to accommodate walk-in appointments.</p> <p>The Penalty will not apply if the event start- or end-time is delayed, in whole or in part, due to the event host's failure to complete their responsibilities. If the event host's responsibilities are impeded due to Contractor issues, the Penalty will apply.</p> <p>*If an event both starts late and ends late, Contractor shall be subject to either (a) the penalty for the late start or (b) the penalty for the late finish; in no event shall Contractor be subject to both penalties. If both the late start and the late finish are solely attributable to the Contractor, then Contractor shall be subject to the greater of the penalty for the late start or the penalty for the late finish.</p>	<p>\$150 per each thirty (30) minutes of time the event is delayed from starting on time, per incident*</p> <p>\$150 per each thirty (30) minutes of time the event goes over the expected end time, per incident*</p>
<p><b>3. Supplies:</b> There shall be one hundred percent (100%) of flu vaccines available for scheduled appointments.</p>	\$150 per incident (for each scheduled event where not enough vaccines are available)
<p><b>4. Notification:</b> The Contractor shall notify the ETF Program Manager (by phone or email) of complaints or issues known to Contractor that occurred at a clinic event within one (1) Business Day of the event.</p>	\$500 per incident
<p><b>5. *Prior Notice of Event Cancellation or Event Start/End Time:</b> Contractor will limit cancellation of events/adjustments to start/end time and provide ETF and the event host with notice a minimum of twenty-one (21) Business Days prior to the event. Contractor cancelled events must be rescheduled for a date during the current incentive year.</p> <p>*Any cancellation by Contractor due to <i>Force Majeure</i> negates this performance standard. Any cancellation by ETF or the event host negates this performance standard.</p> <p>**Estimated fees for the scheduled, but subsequently canceled, event are calculated by multiplying the total number of flu vaccinations ordered by the Flu Vaccination Fee set forth above.</p>	<p>(i) If Contractor cancels a confirmed event ten (10) Business Days or less prior to the scheduled event, Contractor shall pay ETF 25% of the estimated fees. **</p> <p>(ii) If Contractor cancels a confirmed event 11-20 Business Days prior to the scheduled date, ETF will be paid 15% of the estimated fees. **</p> <p>(iii) If Contractor is unable to reschedule a cancelled event (not due to <i>Force Majeure</i>) within the incentive period, Contractor will provide a credit for 100% of the estimated fees. **</p>