



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 #6 - May 18, 2021

**Authorized Board:** Group Insurance Board

**Contract Period:** January 1, 2021 - December 31, 2023

1. This Contract Amendment #6 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 WebMD Health Services Group, Inc. (Contractor), whose address and principal officer appear below. The Department is the sole point of contact for this Contract.
2. Whereby in March 2020, MMUSA Acquisition II Corp., a corporate entity that indirectly held all of the membership interests in The StayWell Company, LLC, was acquired by WebMD Health Corp., the parent company of WebMD Health Services Group, Inc. The StayWell Company, LLC is transitioning services provided to the Department under the Contract to WebMD Health Services Group, Inc. The “Contractor” as defined under the Contract is now WebMD Health Services Group, Inc., with Taxpayer Identification Number and principal officer listed in the signature block of this Amendment. Contractor hereby expressly assumes, confirms, and agrees to perform and observe all the obligations, agreements, terms and conditions, duties, and liabilities under the Contract.
3. Whereby the Department agrees to direct the purchase and Contractor agrees to supply the Contract requirements in accordance with the documents specified in the order of precedence below, which are hereby made a part of the Contract by reference.
4. In **Contract Amendment #1**, the Department and Contractor agreed to modify the Contract as follows:
  - a. Contractor’s pricing and rules for flu vaccine services were added to the Contract as **Amendment 1A – StayWell Flu Vaccination Pricing and Assumptions**.
  - b. The Department’s Request for Proposal (RFP) ETG0005 Appendix 7 - Performance Standards and Penalties, was modified as indicated in **Contract Amendment 1B – Modifications to Appendix 7-Performance Standards and Penalties**.
  - c. Section 28.0 Data Security and Privacy Agreement was added to RFP Exhibit 4 - Department Terms and Conditions. The revised Exhibit 4 was attached as **Contract Amendment 1C – Exhibit 4 Department Terms and Conditions**.
  - d. Sections 5.6.L, 5.7.Q and 5.12.1.F were added to the RFP as indicated in **Contract Amendment 1D – Additions to RFP Sections 5.6, 5.7 and 5.12**.
5. In **Contract Amendment #2**, the Department and Contractor agreed to modify the Contract as follows:
  - a. Sections 5.3.J, 5.4.D.6, 5.7.R, 5.11.I, and 5.11.J were modified or added to the RFP as indicated in the attached **Contract Amendment 2A – Changes/Additions to RFP Sections 5.3, 5.4, 5.7 and 5.11**.
  - b. The Department’s Request for Proposal (RFP) ETG0005 Appendix 7 - Performance Standards and Penalties, was modified as indicated in **Contract Amendment 2B – Modifications to Appendix 7-Performance Standards and Penalties**.
6. In **Contract Amendment #3**, the Department and Contractor agreed to modify the Contract as follows:
  - a. Contract Amendment 1A – StayWell Flu Vaccination Pricing and Assumptions for the period September 1, 2018 through December 31, 2018 was deleted and replaced with **Contract Amendment 3A – StayWell Flu Vaccination Pricing and Assumptions** for the period September 1, 2019 through December 31, 2019.
  - b. The Department’s Request for Proposal (RFP) ETG0005 Appendix 6 – Reporting Requirements, was modified as indicated in **Contract Amendment 3B – Modifications to Appendix 6-Reporting Requirements**.
  - c. The Department’s Request for Proposal (RFP) ETG0005 Appendix 7 - Performance Standards and Penalties, was modified as indicated in **Contract Amendment 3C – Modifications to Appendix 7-Performance Standards and Penalties**.

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

11. In this **Contract Amendment #6**, the Department and Contractor hereby agree as follows:
  - a. As approved by the Board in November 2020, the Contract is extended, as stated in the Contract Period above, through December 31, 2023.
  - b. RFP Appendix 7 – Performance Standards and Penalties and Appendix 7A – Performance Standards and Penalties for Flu Shot Clinics (added with Amendment #3), are hereby replaced with the attached **Contract Amendment 6A – Appendix 7 – Performance Standards and Penalties dated May 18, 2021**. Performance Standards and Penalties for Flu Shot Clinics were added as Section N.
  - c. RFP Appendix 6 – Reporting Requirements, is hereby replaced with the attached **Contract Amendment 6B – RFP Appendix 6 – Reporting Requirements dated May 18, 2021**.
  - d. RFP Section 5.12.1.I – Data Integration and Technical Requirements, is hereby replaced with the attached **Contract Amendment 6C – RFP Section 5.12.1.I Data Integration and Technical Requirements dated May 18, 2021**.
  - e. RFP Section 5.4 – Biometric Screening is hereby replaced with the attached **Amendment 6D –RFP Section 5.4 Biometric Screening dated May 18, 2021**.
  - f. Contract Amendment 4A – StayWell Flu Vaccination Pricing and Assumptions for the period September 1, 2020 through December 31, 2020 is hereby replaced with the attached **Contract Amendment 6E – Flu Vaccination Services dated May 18, 2021**.
  - g. The attached **Amendment 6F – Project Scope dated January 4, 2021** for the Wisconsin Department of Employee Trust Funds’ Transition from the StayWell/WebMD Platform to the WebMD ONE Platform is hereby made a part of the Contract. Contractor has designated the Project Scope document as Confidential/Proprietary Information. The Department and Contractor agree that the WebMD Platform described in the Project Scope document was implemented on January 4, 2021.
  - h. The pricing indicated in the attached **Amendment 6G – Revised Contract Pricing**, hereby replaces the prior Contract pricing included in Contractor’s BAFO.
12. For purposes of administering the Contract, the order of precedence is:
  - a. This Contract Amendment #6 dated May 18, 2021;
  - b. Contract Amendment #5 signed by the Board on August 7, 2020;
  - c. Contract Amendment #4 signed by the Board on April 21, 2020;
  - d. Contract Amendment #3 signed by the Board on July 26, 2019;
  - e. Contract Amendment #2 signed by the Board on September 6, 2018;
  - f. Contract Amendment #1 signed by the Board on March 12, 2018;
  - g. The Contract between Contractor and the Department signed by the Board on August 16, 2016;
  - h. Exhibit A, Changes Agreed to by the Parties during contract negotiations and from the Request for Proposal (RFP) ETG0005;
  - i. Request for Proposal (RFP) ETG0005 dated April 25, 2016; and,
  - j. Contractor’s proposal dated May 27, 2016.

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**Contract Number & Service: Amendment #6 to Contract ETG0005 for Third Party Administration of Wellness and Disease Management Programs**

This Contract Amendment 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 ( <i>Name</i> ): Herschel Day, Chair, Group Insurance Board
Signature:  <b>/s/</b>
Date of Signature: 5/20/2021

<b>Contractor</b>
Legal Company Name: WebMD Health Services Group, Inc.
Trade Name: WebMD Health Services Group, Inc.
Taxpayer Identification Number:
Contractor Address (Street Address, City, State, Zip):  395 Hudson Street New York, NY 10014
Name & Title (print name and title of person authorized to legally sign for and bind Contractor):  John Harrison General Manager, WebMD Health Services
Signature:  <b>/s/</b>
Date of Signature: 5/20/2021
Email: Phone:

# Contract Amendment 6A

## Appendix 7 – Performance Standards and Penalties

Rev. Date: 5.18.2021

### Contract ETG0005

#### Wisconsin Department of Employee Trust Funds & WebMD Health Services

Performance Standards	Penalties
<b>A. Implementation Deadlines: assessed within three (3) months of due date</b>  <b>For this Contract Amendment #6A: this Section A, Implementation Deadlines, is not included as implementation deadlines have passed.</b>	
<b>B. Notification of Data Breach: assessed quarterly</b>	
<b>1. Notice:</b> 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.	\$2,500 - First violation \$5,000 - second violation \$10,000 - third and any additional violations \$100,000 annual maximum.
<b>2. First Notice:</b> The Contractor shall notify the ETF Program Manager and Privacy Officer no less than one (1) Business Day before any external communications are made regarding a data breach.	\$2,500 - First violation \$5,000 - second violation \$10,000 - third and any additional violations \$100,000 annual maximum.
<b>C. No Solicitation of ETF members: assessed quarterly</b>	
<b>1.</b> Contractor shall not use or disclose names, addresses, or other data for any purpose other than specifically provided for in the Contract.	\$1,000 per member solicited
<b>D. Account Management: assessed quarterly</b>	
<b>Responses to the ETF Program Manager and ETF Ombuds Staff:</b>	
<b>1. Acknowledgment:</b> One hundred percent (100%) of phone calls and emails from ETF to Contractor are returned by Account Lead, or designated back-up, by 5:00 p.m. on the next Business Day.	\$150 per incident
<b>2. Resolution:</b> 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.	\$150 per incident
<b>3. Written Inquiries:</b> The Contractor shall respond to one hundred percent (100%) of written inquiries from ETF received by mail within fifteen (15) Business Days of receipt.	\$250 per incident
<b>E. Prior Approval of Member Materials: assessed quarterly</b>	
<b>1.</b> All Contractor communication materials must receive approval by the ETF Program Manager prior to distribution to eligible Members. These materials include, but may not be limited to: emails, letters, newsletters, fliers, posters, etc.	\$500 per incident
<b>F. Biometric Screening Events: reported by on-site coordinator: assessed quarterly</b>	
<b>1. Event Scheduling:</b> The Contractor shall provide a biometric screening event for every employer request received sixty (60) Calendar Days prior to the event date.	\$1,500 per incident
<b>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.  The Penalty will not apply if the Contractor and event host agree to lengthen the event time to accommodate walk-in appointments.  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	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.  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.

Performance Standards	Penalties
host's responsibilities are impeded due to Contractor issues, the Penalty will apply.	
<b>3. Supplies:</b> There shall be one hundred percent (100%) of screening kits available for scheduled screenings.	\$500 per incident
<b>4. deleted</b>	
<b>5. Notification:</b> 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.	\$500 per incident
<p><b>6. *Prior Notice of Event Cancellation or Event Start/End Time:</b> Contractor will limit cancellation of events adjustments to start/end time for extenuating circumstances and provide ETF/the client 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.</p>	<p>(i) If Contractor cancels a confirmed event ten (10) Business Days or less prior to the scheduled event for reasons not related to Contractor's performance, client will be paid 50% of the Estimated Event Fees. (ii) If Contractor cancels a confirmed event 11-20 Business Days prior to the scheduled date, client will be paid 15% of the Estimated Event Fees. (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 Event Fees.* *If 50% of the event fees have been awarded as a credit already, Contractor would provide the remaining 50% of event fees to ETF.</p> <p><b>"Estimated Event Fees"</b> shall be based upon the number of screenings ordered multiplied by the Per Participant fees for such Event and any travel fees that may have already been incurred.</p>
<b>7. deleted</b>	
<b>G. Member Inquiries (including services provided by Contractor and/or any subcontractors): reported by Contractor and assessed quarterly</b>	
<p><b>1.</b> 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).</p>	\$3,000 per quarter
<b>H. Customer Service: reported by Contractor and assessed quarterly</b>	
<p><b>1. Telephone Response Time:</b> At least eighty-five percent (85%) 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.</p>	\$2,500 per quarter for each percentage point below standard (maximum of \$12,500 per quarter).
<p><b>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>	\$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><b>3. Notification of Disruption:</b> Contractor shall notify the ETF Program Manager of any disruption in Customer Service center availability or toll-free access regardless of reason for disruption, within one (1) hour of realization that a problem exists.</p>	\$2,500 per incident
<p><b>4. First call resolution rate:</b> 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.</p>	\$2,500 per quarter for each percentage point below standard (maximum of \$12,500 per quarter).
<b>5. deleted</b>	
<b>6. deleted</b>	

Performance Standards	Penalties
<b>7. Electronic Written Inquiry Response:</b> Ninety-eight percent (98%) of customer service issues submitted by email, website and web-portal are responded to within two (2) Business Days.	\$2,500 per quarter for each percentage point below standard (maximum of \$12,500 per quarter).
<b>8. Written Inquiry Response:</b> Ninety-eight percent (98%) of all written inquiries sent via USPS are responded to within ten (10) Business Days of receipt.	\$2,500 per quarter for each percentage point below standard (maximum of \$12,500 per quarter).
<b>9. Call Center Access:</b> Dedicated toll-free telephone access to customer service center available between 8:00 a.m. and 6:00 p.m., CST/CDT, Monday through Friday, at minimum, except for legal holidays.	\$2,500 per quarter
<b>10. Complaint and appeals processing:</b> Contractor shall comply one hundred percent (100%) with ETF requirements. Written response to grievances must occur within thirty (30) Calendar Days.	\$2,500 per quarter
<b>I. Surveys: reported by Contractor and assessed quarterly</b>	
<b>1. Conducting Surveys:</b> The Contractor shall conduct all surveys as specified in the Contract.	\$2,500 per quarter per survey requirement
<p><b>2. Satisfaction Surveys*:</b> The Contractor shall achieve a ninety percent (90%) 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, including client satisfaction, site administrator, call center service, onsite health screenings, health assessment and web portal, lifestyle management coaching, disease management coaching, and Well Wisconsin Radio sessions.</p> <p>*Note: Requires a minimum of fifty percent (50%) survey participation or at least 100 Participants responding to each survey each quarter, whichever is less for each survey. Neutral responses and those left blank will be excluded from the performance calculation.</p> <p>*Each survey will be administered as agreed upon by the Department and Contractor.</p>	\$2,500 per quarter per survey requirement
<b>J. Website and Web-portal: assessed quarterly</b>	
<b>1. Website Updates:</b> The ETF approved website structure, pages and content shall be available no later than two (2) weeks prior to the annual It’s Your Choice open enrollment period.	\$500 per Calendar Day
<b>2. Web-Portal Updates:</b> The ETF approved web-portal structure, pages and content shall be ready to launch two (2) weeks prior to the specified annual launch date.	\$500 per Calendar Day
<b>3. Availability:</b> With the exception of scheduled maintenance, the website and web-portal shall be available continuously. In the event of downtime, the Contractor shall immediately notify the ETF Program Manager of the expected duration of the downtime, post a notice on the website and provide a 24-hour “hot line” number.	\$3,000 per incident. If the outage continues for more than 24 hours, an additional \$3,000 will be assessed per Calendar Day the web-portal is down/unavailable.
<b>4. Approval of Changes:</b> All content or navigation changes in the website and web-portal shall not occur without prior approval of the ETF Program Manager.	\$3,000 per incident
<b>K. Data Management: assessed quarterly</b>	
<b>1. Eligibility File:</b> The Contractor shall accurately process all daily eligibility files received from ETF within two (2) Business Days of the file receipt.	\$500 per Business Day
<b>2. File Layout:</b> The Contractor shall provide data to other vendors of the GHIP and WPE programs in the mutually agreed to format.	\$2,000 per incident
<b>3. Data Transfer:</b> Contractor must establish all vendor to vendor data transfers within ninety (90) Calendar Days of written notification from ETF.	\$500 per Calendar Day
<b>L. Reporting Requirements: assessed quarterly</b>	
<b>1. Legislative Requests:</b> The Contractor shall provide support to the Board and ETF in responding to information requests made by the Legislature. Responses to Legislative requests are due to ETF staff within two (2) Business Days.	\$500 per Business Day



Performance Standards		Penalties
2. <b>Submission of Standard Reports:</b> All reports submitted by the Contractor shall be in the format agreed to with ETF and delivered on or before the reporting deadline.		\$500 per Business Day
3. <b>Accuracy of Standard Reports:</b> The Contractor shall ensure ninety-five percent (95%) of all reports submitted to ETF are accurate and complete on first submission.		\$2,500 per quarter
<b>M. Risk Change Performance Guarantees Calculation and Payment Terms</b>		
1. The Penalties for the Performance Guarantees listed in this Risk Change section are measured quarterly and calculated annually within ninety (90) Calendar Days of Program Year end (the "Performance Guarantee Measurement Date"). Penalties are expressed as a fixed dollar amount for each individual Performance Guarantee as listed in the Penalty section.		
2. For clarity, with the exception of Biometric Screening Performance Guarantees and Flu Clinic Performance Guarantees, Penalties will not be applicable to any goods and services provided by a third party or subcontractor such as pedometers or Fitbit devices		
3. Measurement for all Performance Guarantees will be based upon ETF's active employee population only.		
4. In the event that any Performance Guarantee cannot be calculated due to unmet assumption criteria, that Performance Guarantee will be void and the Fees at Risk associated with that Performance Guarantee will not be reallocated to any other Performance Guarantee.		
5. The Contractor shall no longer be responsible for the payment of Performance Guarantee Penalty fees owed to ETF upon the effective date of Contract termination. In the event of Contract termination, fees owed by the Contractor for Performance Guarantee Penalties shall be prorated based on the effective date of Contract termination.		
6. Unless otherwise stated in this Appendix 7, Fees at Risk are expressed as a percentage of the total amount of the General Program Fees (Wellness Program PEPM plus the Disease Management Program PEPM, the "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 Guarantees, as outlined herein.		
7. 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 Guarantee is not able to be calculated due to unmet assumption criteria, that Performance Guarantee will be void and the Fees at Risk associated with that Performance Standard will not be reallocated to any other Performance Guarantee. Fees at risk exclude onsite staff fees, if applicable.		
8. If any undisputed fees are not paid in full within thirty (30) Calendar Days of ETF's receipt of the invoice for such fees, the Contractor shall not be responsible for the payment of any Performance Guarantee Penalty fees until ETF brings its account current with respect to such undisputed fees.		
9. Lifestyle Health Coaching Risk Change Performance Guarantee and Condition Management Coaching Risk Change Performance Guarantee Fees at Risk are expressed as a percentage of the annual fees billed respectively.		
1. HA Cohort Risk Change	PG Description	Percent of Annual Fees at Risk
	<p>Achieve 1% net reduction in average number of health risks in Contractor's twelve (12) standard modifiable health risk factors set forth below as measured by comparing all HA completers in each Program Year. The twelve (12) standard modifiable risk factors are: (i) alcohol, (ii) blood pressure, (iii) blood sugar, (iv) cholesterol, (v) emotional health, (vi) exercise, (vii) tobacco use, (viii) weight, (ix) nutrition, (x) stress, (xi) sleep, and (xii) preventative screening.</p> <p>Calculation of the Performance Guarantee  <math display="block">\frac{((\text{follow-up \# risks (PY2)} - \text{baseline \# risks (PY1)}) / \text{baseline \# risks (PY1)}) * 100}{100}</math>           = -x.x%</p>	<p>If WebMD does not achieve a 1% net reduction in the average number of health risks, the Fees at Risk in the table below will be applied to the Applicable Billings at the end of such Program Year in which the measurement has been taken.</p> <ul style="list-style-type: none"> <li>Less than a 0.50% reduction: 1.0%</li> <li>Greater than or equal to 0.50% but less than or equal to 0.74% reduction: 0.375%</li> <li>Greater than or equal to 0.75% but less than or equal to 0.99% reduction: 0.25%</li> </ul>



**Assumptions:****Migration from the My StayWell Platform to the WebMD ONE Platform:**

Notwithstanding the below, the 2021 Program Year will become the Baseline Program Year on the WebMD ONE Platform. Contractor will measure this Performance Guarantee again for the first Program Year on WebMD ONE ninety (90) Calendar Days after the close of the follow-up Program Year. For clarity, the following example has been provided: the first year on the WebMD ONE Platform commences on January 1, 2021 (the "Baseline Program Year"), the second year on the WebMD ONE platform commences on January 1, 2022 (the "Follow-up Program Year"); the Performance Guarantee Measurement Date will be ninety (90) Calendar Days after December 31, 2022.

**This Performance Guarantee will be void if any of the following criteria are not met:**

1. Contractor and ETF agree that the HA Cohort Risk Change Performance Guarantee will have a Performance Guarantee Measurement Date 90 Calendar Days after the close of the Follow-up Program Year provided that the minimum HA cohort rate noted in 6 below has been achieved. If the minimum HA cohort rate noted in 6 below has not been met as of ninety (90) Calendar Days after the close of the Program Year, then the Performance Guarantee Measurement Date will be the end of the month in which the minimum HA cohort rate is met. If minimum is not met by one hundred eighty (180) Calendar Days after the close of the Program Year, the HA Cohort Risk Change Performance Guarantee will no longer be measured for that Program Year and will be deemed invalid.
2. ETF implementation of a proposed comprehensive program model, including HA, targeted Lifestyle Health Coaching, and population-based health education opportunities in each program year.
3. At least 20% of total identified Moderate Risk and High Risk-enrolled end users will become Lifestyle Health Coaching Participants (i.e., complete 1+ call with health coach). If this rate is not met, the HA Cohort Risk Change Performance Guarantee will not be measured.
4. ETF must make the HA available to its population as part of an annual Program Year implementation and the previous Program Year HA responses must be cleared prior to the administration of each subsequent year's HA.
5. Implementation of same HA version in both baseline and follow-up periods; No substantive changes to the HA instrument are made between the baseline and follow-up program years.
6. After applying exclusions listed in the HA Cohort Risk Change Listing of Exclusions below, at least sixty percent (60%) of Participants who completed an HA in the Program Year for which the HA Cohort Risk Change Performance Guarantee is being measured return to complete a follow-up HA in the subsequent Program Year prior to the date on which such Performance Guarantee is calculated (i.e. defined as the HA cohort group).
7. If, after applying exclusions listed in the HA Cohort Risk Change Listing of Exclusions below, the remaining denominator is less than 300 participants 180 Calendar Days after the close of the Program Year, the HA Cohort Risk Change Performance Guarantee will not be measured.
8. ETF's version of the WebMD ONE Portal and Daily Habits will be the latest version generally available.
9. Contractor will be able to send at a minimum monthly communication via mailings, emails, or IVR outreach to ETF's Employee population.
10. ETF will implement mutually agreed upon promotion/communication/incentive strategy over the Program Year.
11. ETF implements Contractor's standard engagement strategy for Lifestyle Health Coaching programs.
12. ETF's Employees shall be required to provide accurate email addresses upon WebMD ONE Portal registration.
13. ETF shall be required to provide Contractor with an accurate mailing address file for each printed communication mutually agreed upon.
14. If a delay or default by Contractor with respect to this PG is caused by fire, riot, act of nature, terrorist or other act of political sabotage, or war, or significant organizational changes such as mergers, acquisitions, divestitures, or workforce reductions resulting from the same, where the cause was beyond Contractor's reasonable control.

**Exclusions:**

1. Eligible employees whose engagement period totals less than six (6) full months as of the applicable performance measurement date will be excluded from the calculation of the HA Cohort Risk Change Performance Guarantee.
2. Employees who have been made ineligible (due to employment termination, loss of eligibility for the Plan, or other mutually agreed custom criteria) by the ETF prior to the end of the Participant's twelve (12) month enrollment period will be excluded from the calculation of the HA Cohort Risk Change Performance Guarantee.
3. Individuals who do not complete either the baseline or the follow-up HA will be excluded from HA Cohort Risk Change Performance Guarantee.

2. Lifestyle Health Coaching Risk Change PG Category	PG Description	Percent of Annual Health Coaching Fees at Risk
	<p>Achieve a 6% net reduction in the average number of health risks in WebMD's twelve (12) standard modifiable risk factors set forth below as measured by comparing all High or Moderate Risk Lifestyle Health Coaching Program Participants who complete a HA in each Program Year. The twelve (12) standard modifiable risk factors are: (i) alcohol, (ii) blood pressure, (iii) blood sugar, (iv) cholesterol, (v) emotional health, (vi) exercise, (vii) tobacco use, (viii) weight, (ix) nutrition, (x) stress, (xi) sleep, and (xii) preventative screening.</p> <p>Calculation of the Performance Guarantee</p> <p><math>((\text{follow-up \# risks} - \text{baseline \# risks}) / \text{baseline \# risks}) * 100 = -x.x\%</math></p>	<p>If WebMD does not achieve a 6% net reduction in the average number of health risks, the Fees at Risk in the table below will be applied to the Annual Health Coaching Fees* at the end of such Program Year in which the measurement has been taken.</p> <ul style="list-style-type: none"> <li>• Less than a 5.50% reduction: 1.0%</li> <li>• Greater than or equal to 5.50% but less than or equal to 5.74% reduction: 0.375%</li> <li>• Greater than or equal to 5.75% but less than or equal to 5.99% reduction: 0.25%</li> </ul> <p>*Annual Health Coaching Fees will mean the total sum of the Wellness Telephonic Fees for Lifestyle Health Coaching for the Program Year in which the Performance Guarantee is being measured.</p>

**Assumptions:**

**Migration from the My StayWell Platform to the WebMD ONE Platform:**

Notwithstanding the below, the 2021 Program Year will become the Baseline Program Year on the WebMD ONE Platform. Contractor will measure this Performance Guarantee for the first Program Year on WebMD ONE ninety (90) Calendar Days after the close of the follow-up Program Year. For clarity, the following example has been provided: the first year on the WebMD ONE Platform commences on January 1, 2021 (the "Baseline Program Year"), the second year on the WebMD ONE platform commences on January 1, 2022 (the "Follow-up Program Year"); the Performance Guarantee Measurement Date will be ninety (90) Calendar Days after December 31, 2022.

**This Performance Guarantee will be void if any of the following criteria are not met:**

1. Contractor and ETF agree that the Lifestyle Health Coaching Risk Change Performance Guarantee will have a Performance Guarantee Measurement Date 90 Calendar Days after the close of the Follow-up Program Year provided that the minimum Lifestyle Health Coaching cohort rate noted in 5 below has been achieved. If the minimum Lifestyle Health Coaching cohort rate noted in 6 below has not been met as of ninety (90) Calendar Days after the close of the Program Year, then the Performance Guarantee Measurement Date will be the end of the month in which the minimum Lifestyle Health Coaching cohort rate is met. If minimum is not met by one hundred eighty (180) Calendar Days after the close of the Program Year, the Lifestyle Health Coaching Cohort Risk Change Performance Guarantee will no longer be measured for that Program Year and will be deemed invalid.
2. ETF implementation of a proposed comprehensive program model, including HA, targeted Lifestyle Health Coaching, and population-based health education opportunities in each program year.
3. ETF must make the HA available to its population as part of an annual Program Year implementation and the previous Program Year HA responses must be cleared prior to the administration of each subsequent year's HA.
4. Implementation of same HA version in both baseline and follow-up periods; No substantive changes to the HA instrument are made between the baseline and follow-up program years.
5. After applying exclusions listed in the Lifestyle Health Coaching Cohort Risk Change Listing of Exclusions below, at least sixty percent (60%) of Participants who completed an HA in the Program Year for which the Lifestyle Health Coaching Cohort Risk Change Performance Guarantee is being measured return to complete a follow-up HA in the subsequent Program Year prior to the date on which such Performance Guarantee is calculated (i.e. defined as the HA cohort group).
6. If, after applying exclusions listed in the Lifestyle Health Coaching Cohort Risk Change Listing of Exclusions below, the remaining denominator is less than 300 participants 180 Calendar Days after the close of the Program Year, the Lifestyle Health Coaching Cohort Risk Change Performance Guarantee will not be measured.
7. ETF's version of the WebMD ONE Portal and Daily Habits will be the latest version generally available.
8. Contractor will be able to send at a minimum monthly communication via mailings, emails, or IVR outreach to ETF's Employee population.
9. ETF will implement mutually-agreed upon promotion/communication/incentive strategy over the Program Year.
10. ETF implements Contractor's standard engagement strategy for Lifestyle Health Coaching programs.
11. ETF's Employees shall be required to provide accurate email addresses upon WebMD ONE Portal registration.
12. ETF shall be required to provide Contractor with an accurate mailing address file for each printed communication mutually agreed upon.

13. If a delay or default by Contractor with respect to this PG is caused by fire, riot, act of nature, terrorist or other act of political sabotage, or war, or significant organizational changes such as mergers, acquisitions, divestitures, or workforce reductions resulting from the same, where the cause was beyond Contractor's reasonable control.

**Exclusions:**

1. Participants whose engagement period totals less than six (6) full months as of the applicable performance measurement date will be excluded from the calculation of the Lifestyle Health Coaching Risk Change Performance Guarantee.
2. Participants who have been made ineligible (due to employment termination, loss of eligibility for the Plan, or other mutually agreed custom criteria) by the ETF prior to the end of the Participant's twelve (12) month Enrollment Period will be excluded from the calculation Lifestyle Health Coaching Risk Change Performance Guarantee.
3. Identified Enrolled End users who engage in both Lifestyle Health Coaching and in an alternate specialty coaching program (e.g., Weight Management, Tobacco, or Condition Management, etc.) in the same Program Year will be excluded from the calculation of the Lifestyle Health Coaching Risk Change Performance Guarantee.
4. Individuals who do not first complete the HA and thereby do not qualify for Contractor coaching per the standard Coaching Index stratification rules (e.g., self-referrals, biometric screening referrals, or claims referrals) will be excluded from the calculation of the Lifestyle Health Coaching Risk Change Performance Guarantee.
5. Individuals to whom Contractor is unable to place outreach calls, due to the lack of valid contact information, medical exclusion status, or any mutually agreed custom criteria will be excluded from the calculation of the Lifestyle Health Coaching Risk Change Performance Guarantee.

3. Condition Management Coaching Risk Change PG Category	PG Description	Percent of Annual Health Coaching Fees at Risk
	<p>Achieve a 2% net reduction in the average number of health risks in WebMD's twelve (12) standard modifiable risk factors set forth below as measured by comparing all Condition Management Coaching Program Participants who complete a HA in each Program Year. The twelve (12) standard modifiable risk factors are: (i) alcohol, (ii) blood pressure, (iii) blood sugar, (iv) cholesterol, (v) emotional health, (vi) exercise, (vii) tobacco use, (viii) weight, (ix) nutrition, (x) stress, (xi) sleep, and (xii) preventative screening.</p> <p>Calculation of the Performance Guarantee</p> <p><math>((\text{follow-up \# risks} - \text{baseline \# risks}) / \text{baseline \# risks}) * 100 = -x.x\%</math></p>	<p>If WebMD does not achieve a 2% net reduction in the average number of health risks, the Fees at Risk in the table below will be applied to the Annual Health Coaching Fees* at the end of such Program Year in which the measurement has been taken.</p> <ul style="list-style-type: none"> <li>• Less than a 1.50% reduction: 1.0%</li> <li>• Greater than or equal to 1.50% but less than or equal to 1.74% reduction: 0.375%</li> <li>• Greater than or equal to 1.75% but less than or equal to 1.99% reduction: 0.25%</li> </ul> <p>*Annual Health Coaching Fees will mean the total sum of the Disease Management Telephonic Coaching Fees for Condition Management Coaching for the Program Year in which the Performance Guarantee is being measured.</p>

**Assumptions:**

**Migration from the My StayWell Platform to the WebMD ONE Platform:**

Notwithstanding the below, the 2021 Program Year will become the Baseline Program Year on the WebMD ONE Platform. Contractor will measure this Performance Guarantee again for the first Program Year on WebMD ONE ninety (90) Calendar Days after the close of the follow-up Program Year. For clarity, the following example has been provided: the first year on the WebMD ONE Platform commences on January 1, 2021 (the "Baseline Program Year"), the second year on the WebMD ONE platform commences on January 1, 2022 (the "Follow-up Program Year"); the Performance Guarantee Measurement Date will be ninety (90) Calendar Days after December 31, 2022.

**This Performance Guarantee will be void if any of the following criteria are not met:**

1. Contractor and ETF agree that the Condition Management Coaching Risk Change Performance Guarantee will have a Performance Guarantee Measurement Date 90 Calendar Days after the close of the Follow-up Program Year provided that the minimum Condition Management Coaching cohort rate noted in 5 below has been achieved. If the minimum Condition Management Coaching cohort rate noted in 6 below has not been met as of ninety (90) Calendar Days after the close of the Program Year, then the Performance Guarantee Measurement Date will be the end of the month in which the minimum Condition Management Coaching cohort rate is met. If minimum is not met by one hundred eighty (180) Calendar Days after the close of the Program Year, the Condition Management Coaching Cohort Risk Change Performance Guarantee will no longer be measured for that Program Year and will be deemed invalid.

2. ETF implementation of a proposed comprehensive program model, including HA, targeted Lifestyle Health Coaching, Condition Management Coaching, and population-based health education opportunities in each program year.
3. ETF must make the HA available to its population as part of an annual Program Year implementation and the previous Program Year HA responses must be cleared prior to the administration of each subsequent year's HA.
4. Implementation of same HA version in both baseline and follow-up periods; No substantive changes to the HA instrument are made between the baseline and follow-up program years.
5. After applying exclusions listed in the Condition Management Coaching Cohort Risk Change Listing of Exclusions below, at least sixty percent (60%) of Participants who completed an HA in the Program Year for which the Condition Management Coaching Cohort Risk Change Performance Guarantee is being measured return to complete a follow-up HA in the subsequent Program Year prior to the date on which such Performance Guarantee is calculated (i.e. defined as the HA cohort group).
6. If, after applying exclusions listed in the Condition Management Coaching Cohort Risk Change Listing of Exclusions below, the remaining denominator is less than 300 participants 180 Calendar Days after the close of the Program Year, the Condition Management Coaching Cohort Risk Change Performance Guarantee will not be measured.
7. ETF's version of the WebMD ONE Portal and Daily Habits will be the latest version generally available.
8. Contractor will be able to send at a minimum monthly communication via mailings, emails, or IVR outreach to ETF's Employee population.
9. ETF will implement mutually-agreed upon promotion/communication/incentive strategy over the Program Year.
10. ETF implements Contractor's standard engagement strategy for Condition Management Coaching programs.
11. ETF's Employees shall be required to provide accurate email addresses upon WebMD ONE Portal registration.
12. ETF shall be required to provide Contractor with an accurate mailing address file for each printed communication mutually agreed upon.
13. If a delay or default by Contractor with respect to this PG is caused by fire, riot, act of nature, terrorist or other act of political sabotage, or war, or significant organizational changes such as mergers, acquisitions, divestitures, or workforce reductions resulting from the same, where the cause was beyond Contractor's reasonable control.

**Exclusions:**

1. Participants whose engagement period totals less than six (6) full months as of the applicable performance measurement date will be excluded from the calculation of the Condition Management Coaching Risk Change Performance Guarantee.
2. Participants who have been made ineligible (due to employment termination, loss of eligibility for the Plan, or other mutually agreed custom criteria) by the ETF prior to the end of the Participant's twelve (12) month Enrollment Period will be excluded from the calculation Condition Management Coaching Risk Change Performance Guarantee.
3. Individuals who do not first complete the HA and thereby do not qualify for Contractor coaching per the standard Coaching Index stratification rules (e.g., self-referrals, biometric screening referrals, or claims referrals) will be excluded from the calculation of the Condition Management Coaching Risk Change Performance Guarantee.
4. Individuals to whom Contractor is unable to place outreach calls, due to the lack of valid contact information, medical exclusion status, or any mutually agreed custom criteria will be excluded from the calculation of the Condition Management Coaching Risk Change Performance Guarantee.

Performance Standards	Penalties
<b>N. Flu Shot Clinic Events: reported by on-site coordinator: assessed quarterly</b>	
<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.	\$1,500 per incident (for each clinic that is not scheduled within sixty (60) days of the request)

Performance Standards	Penalties
<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>	<p>\$150 per incident (for each scheduled event where not enough vaccines are available)</p>
<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>	<p>\$500 per incident</p>
<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 is calculated by multiplying the total number of flu vaccinations ordered by the Flu Vaccination Fee established for that flu season.</p>	<p>(i) If Contractor cancels a confirmed event ten (10) Business Days or less prior to the scheduled event, Contractor will 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 Force Majeure) within the incentive period, Contractor will provide a credit for 100% of the estimated fees.**</p>

# Contract Amendment 6B

## Appendix 6 - Reporting Requirements

Rev. Date: 5.18.2021

### Contract ETG0005 Wisconsin Department of Employee Trust Funds & WebMD Health Services

As required by the Contract, the Contractor must submit reports to ETF. Reports must be submitted by secure email to the ETF Program Manager or the ETF sFTP site as specified by the ETF Program Manager, in the format specified by the ETF Program Manager, and must be of the type and at the frequency indicated below. ETF reserves the right to modify reporting requirements as deemed necessary to monitor the Contract and programs. ETF will provide the Contractor with at least forty-five (45) days' notice prior to implementation of a report modification.

All report templates must receive ETF approval prior to use for a reporting requirement listed below.

Unless otherwise directed by ETF, the Contractor must submit reports as follows:

1. Weekly reports must be submitted by the first Tuesday following the end of the reporting week (a reporting week is Sunday through Saturday);
2. Monthly reports must be submitted by the 15<sup>th</sup> Day of the month following the reporting month;
3. Quarterly reports must be submitted by the 20<sup>th</sup> Day of the month following the end of the calendar quarter;
4. Semi-annual reports (every six (6) months) must be submitted by the 20<sup>th</sup> Day of July and January; and
5. Annual reports must be submitted within sixty (60) Calendar Days after the end of the calendar year.

Unless otherwise requested by ETF, each report must be specific to data from the GHIP/WPE programs, not general data from the Contractor's book of business.

Required Reports	
1.	<b>Biometric Screenings: Worksite Event Participation</b>
	<b>Frequency:</b> Weekly
	<b>Description:</b> On the template provided by ETF, the Contractor must report details on the scheduled worksite screening events including: employer type, employer name, event date and times, event location, employer site coordinator contact name and email, maximum number of registrations, current registration numbers and, post event, final number of individuals screened.
2.	<b>Program Requirements: Completion Rates</b>
	<b>Frequency:</b> Monthly
	<b>Description:</b> On a template approved by ETF, the Contractor must report, at a minimum, current quarter and year-to-date completion rates for each of the program requirements and the completion rates for Participants who have met all program requirements.
3.	<b>Monthly Webinars: Participation and Satisfaction</b>
	<b>Frequency:</b> Monthly
	<b>Description:</b> On a template approved by ETF, the Contractor must report details on webinar registration, actual attendance numbers, and participation satisfaction survey information for each of the Contractor-provided webinars.
4.	<b>Performance Standards: Satisfaction Survey: Biometric Screening Site Coordinators</b>
	<b>Frequency:</b> Quarterly

Required Reports	
	<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
<b>5.</b>	<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.
<b>6.</b>	<b>Health Coaching Utilization</b>
	<b>Frequency:</b> Quarterly
	<b>Description:</b> On a template approved by ETF, the Contractor must report on utilization of health coaching services for the current quarter and year-to-date that, at a minimum, identifies the number of Participants utilizing coaching, including the type of coaching, total number of sessions, total number of Participants represented in the total number of sessions, and the referral source of coaching (health risk assessment, self-referral or Contractor outreach).
<b>7.</b>	<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.
<b>8.</b>	<b>Performance Standards: Satisfaction Surveys</b>
	<b>Frequency:</b> Quarterly
	<b>Description:</b> 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.
<b>9.</b>	<b>Performance Standards: Member Inquiries and Customer Service</b>
	<b>Frequency:</b> Quarterly
	<b>Description:</b> On a template approved by ETF, the Contractor must provide a summary for each of the required performance standards listed in Appendix 7 Performance Standards for Member Inquiries and Customer Service. Each report must include a status report narrative and detailed information on each specified performance measure.
<b>10.</b>	<b>Website and Web-portal Utilization</b>
	<b>Frequency:</b> Quarterly
	<b>Description:</b> On a template approved by ETF, the Contractor must report web analytics and the Contractor analysis of the analytics for use of the website and web-portal features and resources.
<b>11.</b>	<b>Incentive Payments: Taxable Income Reporting</b>



Required Reports	
	<b>Frequency:</b> Bi-weekly
	<b>Description:</b> On the template provided by ETF, the Contractor must report all incentive payments issued to Participants for ETF distribution to employer group payroll centers for tax reporting purposes. The Contractor must link all payment records to the primary Subscriber and avoid duplication for instances of a reissued incentive.
<b>12.</b>	<b>Year-End Program Reporting</b>
	<b>Frequency:</b> Annually
	<b>Description:</b> On a template approved by ETF, the Contractor must provide a year-end report(s) that summarizes the health of the ETF population based on program data. The year-end report(s) must detail the health trends of repeat Participants, new Participants, and those engaging in specific types of coaching or program services. The report must include the Contractor analysis of which program interventions are impacting Participant health. In addition, the report shall compare the health trends of the ETF population to benchmarks of other similar populations.
<b>13.</b>	<b>Incentive Payments: Reissue Requests and Inactive Cards</b>
	<b>Frequency:</b> As needed
	<b>Description:</b> On a template approved by ETF, the Contractor must report on the number of requests that have been received for a reissue of the incentive payment. The Contractor must also report on the activity status of issued incentive cards or checks to determine inactivity.
<b>14.</b>	<b>Other Reports:</b> As specified by the Contract, or as needed to report on expanded services provided by the Contractor, the Contractor must submit additional reports, using templates approved by ETF, for monitoring program participation and outcomes.

## Amendment 6C

### RFP Section 5.12.1.I Data Integration and Technical Requirements

Rev. Date: 5.18.2021

#### Contract ETG0005

#### Wisconsin Department of Employee Trust Funds & WebMD Health Services

- I. The Contractor shall cooperate with the Department's designated data warehouse vendor by submitting data on health risk assessments, biometric screenings, and disease and lifestyle management programs, well-being activity and incentive data for Participants under the Contract.

##### A. Department Data Warehouse – Data Submission Requirements

The Contractor shall comply with the Department's specifications for submission of the required data elements in the formats provided by the Department or provided by the Contractor and approved by the Department, and as updated and approved by the Department. To comply with the data submission requirements, the Contractor shall follow the specified data file layout and formatting of all data elements within the specified data file layout and the Department's specifications for data filtering and extraction. All file formats are subject to change, as determined by the Department, to better serve the needs of the health benefit program.

##### 1. Data submitted to the Department's data warehouse shall include the following:

- a. Data on Participants' health assessment risk scores and responses to all questions asked on the health risk assessment;
- b. Data on Participants' biometric health screening results;
- c. Data on Participants' participation in disease management, including intervention status, number of contacts, and co-morbidities;
- d. Data on Participants' participation in lifestyle management coaching activities, including number of contacts, intervention status, and focus-area(s);
- e. Data on Participants' participation in the various incentive well-being activities and incentive status; and
- f. Other data, as specified by the Department.

##### 2. Data Transmission. All data submitted by Contractor to the Department's data warehouse shall meet the following requirements:

- a. The Contractor shall submit the required data in the most recent file format agreed to by the Contractor and the Department.
- b. The Contractor shall submit the required data on a monthly basis, or other frequency agreed upon by the Contractor and the Department, on a date agreed to by the Contractor and the Department's data warehouse vendor.
- c. A unique person/member identifier is required on all data files and the identifier shall match the person identifier on the Department's eligibility file.
- d. The Contractor shall establish and maintain a secure data transfer with the Department's data warehouse. The Contractor shall follow the data transmission instructions provided by the Department's data warehouse vendor, which shall include industry-standard electronic transmission methods via secure Internet technology.

##### 3. Submission Timeline. The Contractor shall submit data and corrected data when necessary by the dates indicated by the Department's data warehouse vendor. Specifically:

- a. All data shall be submitted to the Department's data warehouse in the correct file layout. The file shall be submitted to the data warehouse vendor on the date approved by the Department.
  - b. The Contractor shall communicate any delays in submitting program data to the Department's data warehouse vendor via email to the Department Program Manager or designee and the designated data warehouse vendor as soon as the delay is known, but at least one (1) Day before the scheduled transfer as described above.
  - c. Within two (2) Business Days of notification, unless otherwise approved by the Department in writing, the Contractor shall resolve any data errors on the file as identified by the Department's data warehouse vendor or the Department and resubmit the data to the data warehouse.
  - d. The Department shall charge a penalty for each data file submitted after the deadlines established above. For files that are delayed by no more than five (5) Calendar Days AND Contractor provided the Department with notice of delay at least one (1) Business Day prior to scheduled transfer date, penalty shall be waived.
- B. Data Dictionary.** The Contractor shall submit documentation on its data files including a data dictionary. The data files must use the valid values specified in the data dictionary.
- C. Data Steward.** The Contractor shall designate someone as a data steward who is knowledgeable of its data and the systems that generate it. The data steward shall attend data submission planning or status meetings scheduled by the Department's data warehouse vendor on the Department's behalf and shall be the key point of contact for the Department's data warehouse vendor on the submission of data and the correction of data errors should they occur.
- D. Data Quality.** The quality of Contractor's data submissions shall be assessed by the Department's data warehouse vendor for timeliness, validity and completeness. If the Department's data warehouse vendor determines that the data submitted by Contractor fails to meet the Department's data warehouse vendor's thresholds for data quality, the Contractor shall cooperate with the Department's data warehouse vendor in submitting corrected data.

The Department, in consultation with its data warehouse vendor and the Contractor, shall develop a data improvement plan which will identify specific areas for the Contractor to improve the quality and completeness of its data submission, along with goals and timelines for improvement.

The Contractor agrees to financial penalties for failure to submit data in accordance with the terms herein, and which are assessed by the Department's data warehouse vendor on behalf of the Department. Charges or penalties that are the direct result of the Contractor's failure to meet the Department's data submission requirements, timelines, or other requirements herein that impact the Department's data warehouse vendor will be deducted from a future payment(s) owed the Contractor.

During the initial implementation of the Department's data warehouse, the Contractor will have two (2) chances to submit acceptable data. The Department will charge the Contractor a penalty for each data file submitted after the second submission not accepted by the Department's data warehouse vendor.

During the ongoing operation of the Department's data warehouse, the Department will charge the Contractor a penalty for each data file submitted after the first submission not accepted by the Department's data warehouse vendor.

- E. Performance Standards.** The Contractor shall submit data and corrected data when necessary by the dates indicated by the Department's data warehouse vendor on the frequency listed below. The Department will assess the penalties listed below on a quarterly basis.

Data Deliverable/ Requirement	Frequency/ Due Date	Penalties*
<b>a) Health Assessment Data Transfer:</b> The Contractor must submit all Department-specified Participant health assessment data to the Department's data warehouse vendor in the most	Due monthly on the date agreed to by the Contractor and the Department's data warehouse vendor	One thousand (\$1,000) dollars per Business Day for which the standard is not met

Data Deliverable/ Requirement	Frequency/ Due Date	Penalties*
recent file format agreed to by the Contractor and the Department		
<b>b) Biometric Screening Data Transfer:</b> The Contractor must submit all Department-specified Participant biometric screening data to the Department's data warehouse vendor in the most recent file format agreed to by the Contractor and the Department	Due monthly on the date agreed to by the Contractor and the Department's data warehouse vendor	One thousand (\$1,000) dollars per Business Day for which the standard is not met
<b>c) Lifestyle and Disease Management Data Transfer:</b> The Contractor must submit all Department-specified Participant lifestyle and disease management data to the Department's data warehouse vendor in the most recent file format agreed to by the Contractor and the Department	Due on the date mutually agreed upon by the Contractor and the Department's data warehouse vendor (not more often than monthly)	One thousand (\$1,000) dollars per Business Day for which the standard is not met
<b>d) Well-being Activity and Incentive Data Transfer:</b> The Contractor must submit all Department-specified Participant well-being activity and incentive data to the Department's data warehouse vendor in the most recent file format agreed to by the Contractor and the Department	Due on the date mutually agreed upon by the Contractor and the Department's data warehouse vendor (not more often than monthly)	One thousand (\$1,000) dollars per Business Day for which the standard is not met
<b>e) Data Warehouse Submission Delays:</b> The Contractor must communicate any delays in submitting Department-specified data to the Department's data warehouse vendor via email to the Department Program Manager or designee and the Department's data warehouse vendor	Due as soon as the delay is known, but no later than one (1) Calendar Day before the scheduled transfer date	One thousand (\$1,000) dollars per Business Day for which the standard is not met
<b>f) Data File Corrections:</b> Contractor shall resolve any data errors in the submitted files as identified by the Department's data warehouse vendor or the Department	Due within two (2) Business Days of notification, unless otherwise approved by the Department in writing	One thousand (\$1,000) dollars per Business Day for which the standard is not met

\*The penalties above are not subject to penalty assessment maximums allowed for other performance standards under the Contract.

**F. Wisconsin Information Registry.** The Contractor, or its Subcontractor, and the Department, shall work with the Department's contracted health plans on a method to reimburse the Contractor's Subcontractor for uploading or entering Participant vaccination data into the Wisconsin Information Registry (WIR). Upon agreement of the Department's contracted health plans and the Contractor, or the Contractor's Subcontractor, by the end of February, the Contractor's Subcontractor shall submit the prior year's Participant vaccination data to WIR in a manner compliant with WIR requirements, see:

<https://www.dhfs.wisconsin.gov/pr/portalHeader.do;jsessionid=3PvKzdRBZvwcSpjdlhEKmyiTUWZzpdEeWBbTTw3i.master:ir-server>.

# Contract Amendment 6D

## RFP Section 5.4 Biometric Screening

Rev. Date: 5.18.2021

### Contract ETG0005

#### Wisconsin Department of Employee Trust Funds & WebMD Health Services

- A. The Contractor must develop and provide a cost-effective, efficient, and engaging workplace biometric screening process administered by qualified individuals at statewide locations, accessible to all eligible Members that will meet the current and future needs of the program.
- B. The Contractor must develop and submit a biometric screening protocol for all Contractor conducted screenings within thirty (30) Days of the Contract start date and receive approval from the ETF Program Manager of the protocol no less than sixty (60) Days prior to the first screening event. The protocol must include quality assurance measures that address staffing levels and credentials, material delivery to sites, calibration of equipment, privacy and confidentiality, data security of Confidential Information obtained at the event, and handling of all waste. Contractor will develop and submit updated (as applicable) biometric screening protocols annually as part of the ETF annual screening implementation.
- C. The Contractor must provide convenient access to the biometric screening to all eligible Members including shift workers and events at secure facilities at convenient times and accommodate hours outside of normal work hours and days.
- D. The Contractor must establish a central point of contact for coordination with eligible employer groups for scheduling and promoting of workplace biometric screening events.
  - 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.
  - 2. The Contractor must be able to provide onsite biometric screenings for any employer group that will be able to obtain a minimum of twenty (20) participants for one (1) event.
  - 3. The Contractor must conduct quarterly outreach to eligible employer groups to assist with scheduling screening events, unless otherwise specified by or agreed upon by ETF.
  - 4. Employer groups holding events in secure areas of a facility reserve the right to limit screening registration and participation to employees of that facility.
  - 5. Coordination must include:
    - a. Contractor sending a screening guide to all site coordinators to begin the screening process.
    - b. The Contractor provides the site coordinator with promotional event communication and marketing templates;
    - c. 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;
    - d. The Contractor must allow the site coordinator for the employer group to increase or decrease the projected attendance for the event up to twelve (12) Business Days prior to the event;
    - e. The Contractor must ensure that screening supplies meet the capacity of the event. If the Contractor wants to ship event supplies to a facility prior to the event date, the Contractor must, prior to any shipment, coordinate with the site coordinator to determine if shipments can be accepted at the facility, the correct mailing address, and the timing of such shipment;
    - f. The Contractor must provide a back-up plan for each site coordinator, which includes phone numbers, in case clinicians scheduled for an event are a "no show"; and
    - g. The Contractor sends a satisfaction survey via a URL link, every Monday to all site coordinators who had an event scheduled for the previous week. The survey must use a five (5)-point rating scale and content must be approved by the ETF Program Manager prior to distribution.
  - 6. Screening staff must arrive at least sixty (60) minutes prior to the event start time and manage event set-up and check-in of registered Participants. Room set-up, required supplies, and screening staff must be ready at the scheduled start time.
- E. 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 one (1) e-mail reminder of the scheduled biometric screening forty-eight (48) hours prior to the appointment. Participants can call Contractor customer support and be transferred to Quest to register via phone.
- F. The Contractor must be able to provide biometric screenings that include tests to measure:
  - 1. Body Mass Index based on height and weight or other body fat measurement method;
  - 2. Blood Pressure;

3. Blood Glucose;
4. Cholesterol (total cholesterol, high-density lipoprotein, triglyceride and low-density lipoprotein); and

The Contractor must be able to provide fasting and non-fasting biometric screenings via finger stick.

- G. At all biometric screening events, the Contractor must:
1. Have a minimum of one (1) staff person trained in First Responder Training or equivalent emergency medical training;
  2. Confirm the Participant's identity;
  3. Provide each Participant with a paper copy of their individual screening results at the time of the screening that includes a summary of whether the results are within normal ranges and a brief consultation explaining the results. For results that cannot be provided onsite, the Contractor will mail a hard copy of the results to the Participant's home address;
  4. Have an approximate screening completion time of twenty (20) minutes and a wait time of no more than ten (10) minutes for pre-registered Participants; and
  5. 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.
- H. No more than forty-eight (48) hours after the event, the Participant must receive information 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.
- I. 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) Business Days of the screening date.
- J. In lieu of obtaining biometric values at a Contractor screening, Participants must be allowed to submit verifiable results obtained from their healthcare provider on a Contractor-provided form. The Contractor-developed form must include:
1. Date that labs were obtained;
  2. Indicator for blood work to identify fasting or non-fasting values; and
  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.
- K. The Contractor must identify whether biometrics are obtained via a Participant's healthcare provider or an Onsite Screening. Onsite Screening data can also include a Home Test Kit.
- L. The Contractor must develop a screening cycle for workplace biometrics events that incorporates USPSTF guidelines for frequency of screening tests or make a recommendation to ETF and the Board for modifications to the frequency of the biometric screening requirement.
- M. Targeted employer groups or specified screening events, as defined and approved by ETF, may be allowed to request flu shots as an additional service at the biometric screening events. Flu shots will be made available to any eligible Member, even if the Member is not registered for the biometric screening. However, Contractor will not be able to screen children under the age of eighteen (18) or any family member not currently on the Eligibility File received by Contractor.

## **Modifications to the Contractor's cover letter with the effective date of July 21, 2016 – Contractor Pricing Notes and Assumptions**

### **Biometric Screenings**

1. We have assumed fasting fingerstick (except where bundles were requested with additional screening metric requested). We have included Blood Pressure as it was left off the description of the screening, but we assumed at this time that ETF would like Blood Pressure.
2. Body Composition – at this time, we have assumed Height and Weight (and waist) and provide BMI chart onsite during the feedback results coaching.
3. We have included all travel fees in our per participant fee.
  4. We have included the request for potential weekends, holidays and non-standard hours to the biometric vendor.
  5. If there is an event which has less than 20 screenings ordered, then the minimum amount invoiced will be 20 screenings. If there is an event which has more than 20 screening ordered then ETF will be invoiced for 90% of the number of screenings ordered, or the actual number of individuals screened, whichever is greater; however, in no event will ETF be invoiced for less than 20 screenings. All cancelation and short notice fees will apply per the schedule below in Appendix 1.
6. Health Care Provider Form and Lab fees listed in Appendix 1.

## **Modifications to Appendix 1 attached to the Contractor's cover letter with the effective date of July 21, 2016 – Contractor Pricing Notes and Assumptions**

### **Onsite Screening Assumptions**

1. Screening coordination fee includes:
  - Development and management of a client work plan to ensure consistent and efficient delivery;
  - Assistance in defining screening measurements and delivery strategy to maximize event efficiency, vendor selection and coordination;
  - Consultation on event communications strategy to maximize participation and engagement;
  - Determination / collection of program logistics and site-specific information;
  - Creation of screening schedule to maximize participation and efficiency;
  - Determination and facilitation of appropriate automated screening value load process;
  - Customization of Health Assessment instruction sheet to educate participants on additional program opportunities;
  - Customized Screening Guide is provided to site coordinators;
  - Telephonic site coordinator training on Screening Implementation process;
  - Customization of standard promotional materials;
  - Creation of Frequently Asked Questions to ensure all program components are well defined and information is easily accessible;
  - Use, customization and monitoring of online scheduling tool;
  - Creation of paper scheduling templates as applicable;
  - Contractor to work with designated site coordinator at each screening location;
  - Ordering, shipping, and inventory management of screening supplies;
  - Deployment, collection and monitoring of site coordinator evaluations;
  - Development of client specific training materials for screening staff;
  - Regular calls with client and screening vendor;
  - Screening final report to include participation and satisfaction results; and
  - Biohazard fees.
2. The health screening Non-Fasting / Fasting Fingerstick fee per participant includes:
  - Height, weight and waist measurements;
  - Blood pressure;
  - Total cholesterol;
  - HDL;
  - LDL;
  - Triglycerides;
  - Glucose;
  - Screening materials and supplies;
  - 3-5 minute results review;
  - Individualized results forms;
  - Consent is captured electronically upon registration or on the tablet upon arrival to the onsite Event;
  - Screening satisfaction surveys are electronically captured in the tablets at onsite Event;
  - Contractor provides a -program handout to each Participant at the end of his / her screening appointment. It confirms the Participant completed the screening and provides direction on next steps to earn the incentive. Program deadlines and incentive amount is included.;
  - Upload of data into Contractor's system within 10 Business days of each event;
  - Travel of screening staff within a Metropolitan Statistical Area;
  - Shipping of supplies;
  - Biohazard disposal fees;
  - Permit fees for all states; and
  - Non-standard screening hours with the exception of events scheduled on holidays and weekends.
3. **Minimum:** Pricing reflects a per event minimum of 90% of the amount ordered. Locations with 20 or less ordered will be assumed the minimum of 20 ordered. Events with breaks in the screening schedule 2 hours or greater will be treated as separate events.
4. **Scheduling:** Initial location list and expected participation must be provided at least 8 weeks prior to the first event. All dates, times, locations and eligibles must be confirmed 6 weeks prior to the first event. If it is necessary to add hours or days to the confirmed schedule, additional fees may apply.
5. **Set Up / Tear Down:** Staff will need a minimum of 1 hour to set up for each event. If there are additional security requirements that require staff to arrive in advance of 1 hour prior to the event start time, an hourly rate of \$125 per hour per staff applies. This fee is waived if screening is understaffed or if expected participation is exceeded.
6. **Travel:** All travel is included in our Per Participant Fee.



7. **Registration Staff:** Registration staff will be provided for no additional fee at events with 75 or more participants expected and / or events with a flow rate of 20 per hour or greater. Requests for registration staff at any other event will be billed at the rate of \$125 per hour per staff.
8. **Cancellation and Change Fees:**
  - a. Cancellation of an Event within 10 business days or less prior to the scheduled onsite Event date for reasons not related to the biometric vendor's performance, the Cancellation Fee will equal 50% of the Estimated Event Fees. "Estimated Event Fees" shall be based upon the number of screenings ordered multiplied by the Per Participant fees for such Event.
  - b. Additional fees apply for changes made within 10 business days or less prior to the onsite Event date; minor changes made to the address less than 20 miles distant, start or end time change up to 2 hours, change in services rendered that does not affect staffing mix or quantity, etc. will be \$125 per Event change; a major change made to the address greater than 20 miles distant, start or end time change of 2 hours or more, change in services that requires any staffing changes will be \$250 per Event change. Additional fees apply for increases made to the estimated participation within 10 Business days or less prior to the event requiring additional staff or expedited shipping.
9. **Client Assigned Staff:** It is expected that the client will provide a designated site coordinator at each location who will be responsible for event promotion, room reservations, and greeting the screening staff the days of the event. This individual would also act as the main point of contact for the Contractor's Screening Team.
10. **Bilingual Staff:** Requests for bilingual staff must be provided 6 weeks in advance of the event and are subject to availability. Additional fees may apply.
11. **Note:** There are some instances in which a complete set of values may be unobtainable. This may occur for a variety of reasons, including but not limited to: the participant's values are outside of the testable range of the testing equipment, the participant is dehydrated or there is a high hematocrit level in the blood sample collected. In the event certain measures do not result, standard process dictates that a second sample be collected onsite. If the second sample does not yield results, the participant will be referred to their physician. The participant will still receive onsite consultation on all other values, and their participation will be counted towards the per event minimum.

### **Lab Option Assumptions**

1. Currently ETF is not utilizing the lab option, however, if lab vouchers are requested it is billed per actual usage and includes:
  - Set up and coordination of lab service;
  - Participant access to participating Quest locations;
  - Blood draw and lab processing;
  - Individualized results mailed to participant homes; and
  - Load of screening data to Contractor's database within 10 Business days of lab visit.
2. Billing will be based on the services provided at the lab.
3. If scope of services change, pricing may change.

### **Offsite Screening Assumptions**

1. **The Health Care Provider Form (HCPF's)** option is billed per form submitted to TotalWellness for processing and includes customization of form, custom secure fax number, processing and data entry of forms and upload of screening data into participant Health Assessments. ETF will only be billed for forms submitted to Contractor and will not be held to a minimum guarantee.

- **The Home Test Kit Fees include:**

Each Home Test Kit processed by Contractor's Subcontractor; Quest will provide the following clinical laboratory tests:

- Total Cholesterol
- HDL Cholesterol
- LDL Cholesterol
- TC/HDL Ratio
- Triglycerides
- Glucose

Each Home Test Kit Requested will contain the following items:

- Cover letter
- Full color instructions
- Quest Diagnostics Qcard
- 2 lancets
- 1 alcohol prep pad

- Gauze
  - 1 Blood Sample Return Bag to place the Qcard into
  - 1 Test Requisition Form for Participant to completed
  - 1 Pre-addressed, pre-paid return mail envelope
- **Home Test Kit Implementation:**
    - Participants may request Home Test Kits from Contractor's Subcontractor, Quest, and each such request shall be considered an "order."
    - As part of the implementation, Contractor will add the Qcard screening option to the Quest Wellness Engine, the application currently used for Participant registration for onsite screenings via single sign-on (SSO) from the WebMD ONE Portal to request a Home Test Kit.
    - Quest will ship the Home Test Kits within 3-5 Business Days of Quest's receipt of the order.
    - Participants will receive instructions with the Home Test Kit for sample collection and return using the return mail envelope provided.
    - Participants will receive a confirmation email when the Home Test Kit has been processed. Results will be sent in the mail and will be uploaded to the WebMD ONE Platform.
    - Automated reminder emails will be sent 30 Calendar Days and 7 Calendar Days before the incentive deadline for the then-current incentive period to remind Participants to return materials for those that have not yet returned their Home Test Kit.
    - If a Participant's sample is not testable, an email will be sent and the Participant has the option to request a Replacement Home Test Kit.
    - Quest will enforce a limit of 2 Home Test Kits per Participant per incentive period.
    - Contractor will invoice ETF monthly for: a) number of Home Test Kits sent to Participants, b) number of replacement Home Test Kits sent to Participants, and c) number of Home Test Kits processed by Subcontractor.

# Contract Amendment 6E

## Flu Vaccination Services

Rev. Date: 5.18.2021

### Contract ETG0005

#### Wisconsin Department of Employee Trust Funds & WebMD Health Services

#### Flu Shot Vaccination Events

1. **Flu Vaccination Event Coordination Fee includes:** set-up of flu program with Contractor'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.
2. **Flu Vaccination Fee includes:** equipment, privacy screens (one per nurse per flu shot event), 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 Contractor, as noted below.
3. **Contractor/Subcontractor:** Contractor has subcontracted Services under the Contract between ETF and Contractor to a Subcontractor that will perform the tasks described herein. Where Contractor is associated with a task referenced herein, Contractor and/or its Subcontractor will complete the task referenced.
4. **Minimums:**
  - a. A minimum order quantity of 20 vaccinations applies to all events. All orders for vaccines must be placed in increments of 10 vaccinations.
  - b. Contractor 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.
  - c. 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, Contractor 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.
  - d. 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, Contractor 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.
  - e. 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.
  - f. Regardless of whether the conditions above are met, ETF will be billed by Contractor 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 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).
5. **Examples:**
  - a. **Example 1:** 20 vaccinations ordered, 20 or more vaccinations are actually administered to enrolled participants. Each vaccination recipient was an enrolled participant whose health plan reimbursed Contractor's Subcontractor. Contractor will not bill ETF for any of the vaccinations.
  - b. **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. Contractor will bill ETF for 2 vaccinations, the number of claims rejected for reimbursement.
  - c. **Example 3:** 20 vaccinations ordered, 18 administered, all of which were administered to enrolled participants whose health plans reimbursed Contractor's Subcontractor for individual vaccination claims. Contractor will bill ETF for 2 vaccinations, the differential between the number of vaccines ordered and the number of vaccines actually administered to enrolled participants.
  - d. **Example 4:** 20 vaccinations ordered, with 18 administered to enrolled participants. 16 of 18 vaccinations were administered to enrolled participants whose health plans reimbursed Contractor's Subcontractor, and the remaining 2 vaccinations are administered to enrolled participants whose health plan did not reimburse Contractor's Subcontractor. Contractor will bill ETF for 4 vaccinations as 20 vaccinations were ordered, only 18 vaccinations were administered, and health plans did not reimburse Contractor's Subcontractor for 2 vaccination recipients.
  - e. **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). Contractor will bill ETF for 2 vaccinations, the differential between the number of vaccinations ordered and the number of vaccinations actually administered to enrolled participants.

- f. **Example 6:** 20 vaccinations ordered, with 21 administered. 19 of 21 vaccinations were administered to enrolled participants whose health plan reimbursed Contractor's Subcontractor. 1 of 21 vaccinations was administered to an enrolled participant whose health plan did not reimburse Contractor's Subcontractor, and 1 of 21 vaccinations was administered to a non-enrolled participant. Contractor 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 Contractor'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).
- g. **Example 7:** 40 vaccinations ordered, 32 administered to enrolled participants, all of whose claims were reimbursed by a health plan. Contractor 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).
- h. **Example 8:** 40 vaccinations ordered, 36 administered. 34 out of 36 vaccinations were administered to enrolled participants whose health plan reimbursed Contractor's Subcontractor and the remaining 2 vaccinations were administered to enrolled participants whose health plan did not reimburse Contractor's Subcontractor. Contractor 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 Contractor's Subcontractor.
- i. Event size will be based on the request from the individual site coordinators. Contractor will recommend adjustments to the event size based on prior events hosted by Contractor or another vendor at that location. Sites that cannot base the event size request on a previous year flu shot event (provided by Contractor or another vendor) will start with an event size of 30 and be allowed to increase the event based on actual registration.

**6. Scheduling:**

- a. Event hours must be scheduled consecutively and are determined based on the assumption that one nurse can administer 20-25 vaccines in 1 hour. Contractor will schedule Contractor staff time accordingly. Requests for events on holidays or weekends will not be fulfilled.
- b. Events greater than 4 hours in length require a staff break of 30 minutes.

**7. Flu Shot Registration:**

An online registration tool will be provided via a link on the Contractor 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. Contractor 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.

**8. Medical Identification Card:**

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

**9. Consent Form:**

- a. All participants must complete a flu shot consent form prior to receiving a vaccination.
- b. Contractor 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.
- c. Contractor'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, Contractor's Subcontractor's staff shall work with the participant to revise and properly complete the form.
- d. If, after consultation with Contractor'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.

**10. Walk-Ins:**

- a. 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.
- b. 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.

**11. Event changes:**

- a. 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
- b. 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 Contractor via email that their appointment is being cancelled due to a change in event hours and will be advised they will need to reschedule.
- c. 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.

**12. Event Cancellation fees:**

- a. Cancellation fees apply as follows:
  - Events cancelled / postponed sixteen (16) to twenty (20) business days from scheduled Event date will incur fifteen percent (15%) of the Estimated Event Fees\*;
  - Events cancelled / postponed eleven (11) to fifteen (15) business days from scheduled Event date will incur twenty-five percent (25%) of the Estimated Event Fees\*;
  - Events cancelled / postponed ten (10) business days or less from scheduled Event date will incur fifty percent (50%) of the Estimated Event Fees\*.
- b. \*Estimated Event Fees shall be based upon the expected participation multiplied by the Per Participant fees for such Event.

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

- a. Each flu shot event location must have a designated site coordinator to act as the main point of contact for Contractor, reserve the event room, promote the event, and greet the Contractor'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 Contractor's Subcontractor's staff availability and vaccine supply.
- b. 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 Contractor's Subcontractor for a fee of \$125/hr.

**14. Expectations of Contractor flu shot staff:**

- a. Contractor'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. Contractor'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.

**15. Billing:**

- a. **Flu Vaccination Event Coordination Fee:** Contractor will bill ETF monthly for completed flu shot events. Contractor's invoice must indicate the location and date of each event.
- b. **Flu Vaccination Fee:** Contractor will bill ETF monthly for the flu shots for which ETF is responsible. Contractor'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, Contractor will confirm the program eligibility of each participant who received a flu shot. Contractor will bill ETF for the differentials and the enrolled participants whose health plans did not reimburse Contractor'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 be not be billed for the participant if that participant's claim is reimbursed by the health plan.
- c. **Timing:** Contractor shall bill ETF within 180 days following the date of the last flu shot event.

**16. Reporting:**

- a. Contractor 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. Contractor 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. Contractor 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. Contractor 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.
- b. Contractor's Subcontractor will report all participant flu shot data to the Wisconsin Immunization Registry (WIR) beginning after Contractor/Contractor's Subcontractor and ETF's contracted health plans agree upon a price and payment method for such reporting. By the end of each February during the term of the Contract, Contractor's Subcontractor will upload or enter participant flu shot data for the prior year, provided the payment arrangement with the health plans is in place for that year.

**17. Vaccine assumptions:**

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>	Contractor 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>	Contractor will send an email confirming the event request
<b>7 weeks prior</b>	Contractor 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>	Contractor 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 Contractor flu shot staff.
<b>Ongoing</b>	Contractor 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 Contractor 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>	Contractor will email the site coordinator a link to the event satisfaction survey

**Section 1 Program Fees**

	Projected Units	Initial Contract		First Renewal		Second Renewal		Extended		
		Year 1 (2017)	Projected Units	Year 2 (2018)	Year 3 (2019)	Year 4 (2020)	Year 5 (2021)	Year 6 (2022)		Year 7 (2023)
<b>General Program Fees</b>										
C-1 Wellness Program Fee	110,569	\$ 2.85	110,569	\$ 2.85	\$ 2.96	\$ 2.96	\$ 2.96	\$ 2.96	\$ 2.96	Per Employee Per Month (PEPM)
C-2 Disease Management Program Fee	110,569	\$ 1.80	110,569	\$ 1.80	\$ 1.87	\$ 1.87	\$ 1.87	\$ 1.87	\$ 1.87	Per Employee Per Month (PEPM)
C-3 Total General Program Fee	-	\$ 4.65	-	\$ 4.65	\$ 4.83	\$ 4.83	\$ 4.83	\$ 4.83	\$ 4.83	Per Employee Per Month (PEPM)
<b>Special Program Fees</b>										
WebMD ONE Spanish Portal - Wellness Program Fee							\$ -	\$ -	\$ -	Per Employee Per Month (PEPM)
WebMD ONE Spanish Portal - Disease Management Program Fee							\$ -	\$ -	\$ -	Per Employee Per Month (PEPM)
WebMD ONE Senior Portal - Wellness Program Fee							\$ -	\$ -	\$ -	Per Employee Per Month (PEPM)
WebMD ONE Senior Portal - Disease Management Program Fee							\$ -	\$ -	\$ -	Per Employee Per Month (PEPM)
Health Assessment (Paper) English and Spanish							\$ -	\$ -	\$ -	Included in PEPM
Health Assessment (Telephonic) English and Spanish							\$ -	\$ -	\$ -	Included in PEPM

**Participant Usage Fees** (Projected units are illustrative, for comparative purposes only)

C-4 Finger Stick - Body Composition, Full Lipid Panel, Blood Glucose	30,000	\$ 52.00	35,000	\$ 52.00	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00	Per Participant Screening
C-5 Wellness Telephonic/On-line Coaching	6,000	\$ 45.00	8,000	\$ 45.00	\$ 46.00	\$ 46.00	\$ 46.00	\$ 46.00	\$ 46.00	Per Coaching Session
C-6 Disease Management Telephonic/On-line Coaching	8,000	\$ 75.00	10,000	\$ 75.00	\$ 78.00	\$ 78.00	\$ 78.00	\$ 78.00	\$ 78.00	Per Coaching Session
C-7 Onsite Wellness Health Coach	100	included	150	included	included	included	included	included	included	Per Hour
Lab Option for Biometric Screening		\$ 50.00		\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	Per Lab Voucher used
Health Care Provider Forms		\$ 15.00		\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	Per Form Returned
Home Test Kit Requested		\$ 25.00		\$ 25.00	\$ 25.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	Per Home Test Kit
Replacement Home Test Kit Requested		\$ 10.00		\$ 10.00	\$ 10.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	Per Home Test Kit
Home Test Kit Processed by Lab		\$ 30.00		\$ 30.00	\$ 30.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00	Per Home Test Kit Processed

**Section 2 Implementation Cost or Credit**

C-8 Implementation Cost or Credit	\$ -	Flat Cost or Credit for the implementation period.
IBM Data File Support Credit	\$ (50,000.00)	One-time Credit in Contract Year 5

**Section 3 Optional Participant Usage Fees**

	Projected Number	Initial Contract		First Renewal		Second Renewal		Extended		
		Year 1 (2017)	Projected Number	Year 2 (2018)	Year 3 (2019)	Year 4 (2020)	Year 5 (2021)	Year 6 (2022)		Year 7 (2023)
C-9 Finger Stick - Body Composition, Full Lipid Panel, Blood Glucose, A1c, and Cotinine	N/A	\$ 76.00	N/A	\$ 76.00	\$ 79.00	\$ 79.00	\$ 79.00	\$ 79.00	\$ 79.00	Per Participant Screening
C-10 Venipuncture - Body Composition, Full Lipid Panel, Blood Glucose	N/A	\$ 52.00	N/A	\$ 52.00	\$ 54.00	\$ 54.00	\$ 54.00	\$ 54.00	\$ 54.00	Per Participant Screening
C-11 Venipuncture - Body Composition, Full Lipid Panel, Blood Glucose, A1c, and Cotinine	N/A	\$ 65.00	N/A	\$ 65.00	\$ 68.00	\$ 68.00	\$ 68.00	\$ 68.00	\$ 68.00	Per Participant Screening
C-12a Onsite Flu Shot Clinics	N/A	\$ 30.00	N/A	\$ 30.00	\$ 31.00	\$ 32.00	\$ 32.00	\$ 32.00	\$ 32.00	Per Vaccine Administered (pricing assumes the market rate each Flu Season remains relatively the same as the 9/2020 - 3/2021 pricing.)
C-12b Onsite Flu Shot Clinics	N/A						\$ 250.00	\$ 250.00	\$ 250.00	Per Flu Shot Event



**Section 4 Additional Services**

Description of Additional Service	Cost/Fee	Unit description (PEPM, PPPM, per hour, flat dollar, etc.)
C-13 Destination Challenges	\$ 11.50	Per participant Fee; we can offer a PEPM as well (ETF preference)
C-14 Group Coaching	\$ 575.00	Per participant fee (includes device and wifi scale)
C-15 Mindfulness Program	INCLUDED	INCLUDED N/A N/A N/A
C-16 Champion Connection Toolkit	INCLUDED	INCLUDED
C-17 Charge Challenges	\$ 0.05	Per employee per month (additional to the one included)
C-18 Financial Wellness Toolkit	\$ 0.05	Per employee per month
C-19 Manager/Professional Toolkit	\$ 0.05	Per employee per month
C-20 Claims based ROI analysis	INCLUDED	INCLUDED - Value up to \$125,000 total in contract period with mutually agreed upon metrics, methodology and timeframe.

**Section 4 WebMD ONE Portal Services**

Description of Additional Service	Cost/Fee	Unit description (PEPM, PPPM, per hour, flat dollar, etc.)
Data Integration Files currently implemented	47 INCLUDED	INCLUDED: Contractor migrated all existing data files (Eligibility Files, Data Import Files, Batch Data Export Files, Single Sign-on)
Additional Data Integration Files	8 INCLUDED	INCLUDED: Contractor will provide EFT with 8 additional data files to be implemented during the term of the Contract at no cost
Data Files (Eligibility, Data Import, Batch Data Export, Single Sign-on)	\$ 3,750.00	Any data file in excess of the 8 additional at no cost; This is a one-time fee regardless of the frequency or the number of files into / out of the WebMD ONE Portal. ETF will be invoiced at the time the data file has launched.
Mutually agreed to changes to the Annual Communications Plan	\$ 125.00	Changes to the agreed upon Annual Communications Plan will be invoiced at the rate of \$125 per hour.
2 Full-time Dedicated Well-being Program Managers	INCLUDED	INCLUDED
Prepaid VISA Card Incentive Fulfillment (Custom - Physical)	INCLUDED	INCLUDED
Prepaid VISA Card Customization	INCLUDED	INCLUDED
Positively Me Coaching	\$ 335.00	Per Engaged Participant Per Year - This is a 12 month intensive weight management coaching program. There is a cap of 343 Participants per Program Year

**Contract ETG0005  
Contract Amendment 6G - Revised Contract Pricing**

**Contractor: WebMD  
Date: 5/18/2021**