



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
Third Party Administration of the Well Wisconsin Program

Commodity or Service:
 Mental Health Services

Contract/RFP/Amendment No.
 ETB0048 – August 9, 2023

Contract Period: January 1, 2024 - December 31, 2026, with the option for renewal for two (2) additional two (2)-year periods

1. This Contract 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 the Department agrees to direct the purchase and Contractor agrees to supply the Contract requirements in accordance with the documents specified in the order of precedence below, which are hereby made a part of the Contract by reference.
3. For purposes of administering the Contract, the order of precedence is:
 - a. This Contract document dated August 9, 2023;
 - b. Contract Exhibit A – Negotiated Terms and Understandings dated August 8, 2023, including:
 - Contract Exhibit B – Return on Investment dated July 7, 2023; and
 - Revised RFP Appendix 6 – ETB0047-49 Performance Standards and Penalties dated June 30, 2023;
 - c. Contractor’s Best and Final Offer dated November 9, 2022;
 - d. ETF Requests for Proposals ETB0047-49 Addendum No. 1 dated June 24, 2022;
 - e. ETF Request for Proposals ETB0048 for Mental Health Services dated May 5, 2022; and,
 - f. Contractor’s proposal dated August 4, 2022.

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

State of Wisconsin Department of Employee Trust Funds
Authorized Board: Group Insurance Board
By (Name): Herschel Day, Chair, Group Insurance Board
Signature: /s/
Date of Signature: 8/10/2023
ETF Contact: etfsmbprocurement@etf.wi.gov

Contractor
Legal Company Name: WebMD Health Services Group, Inc.
Trade Name: WebMD Health Services Group, Inc.
Taxpayer Identification Number: 93-1270422
Contractor Address (Street Address, City, State, Zip): 283-299 Market Street 2 Gateway Center, 4 th Floor, Newark, NJ 07102
Name & Title (print name and title of person authorized to legally sign for and bind Contractor): John Harrison General Manager, WebMD Health Services
Signature: /s/
Date of Signature: 8/9/2023

Exhibit A
Negotiated Terms and Understandings
Contract ETB0047 – Well-Being Services
Contract ETB0048 – Mental Health Services
Contract ETB0049 – Chronic Condition Management Services
between
Wisconsin Department of Trust Funds (Department)
and
WebMD Health Services (Contractor)

1. **RFPs ETB0047-49 Appendix 6 – Performance Standards and Penalties** is hereby replaced with the attached, revised Appendix 6 with the revision date of 6.30.2023, which applies to contracts ETB0047, ETB0048, and ETB0049.
2. The attached **Exhibit B – Return on Investment** with the revision date of 7.7.2023 is hereby added to contracts ETB0047, ETB0048, and ETB0049. *(The Department understands the Contractor has designated Exhibit B as confidential.)*
3. The attached **Exhibit C – Biometric Screenings** document with the revision date of 6.7.2023 is hereby added to contract ETB0047 – Well-Being Services. The language in Exhibit C supersedes language within RFPs ETB0047-49 and within Contractor’s Proposal regarding the subject matter contained Exhibit C.
4. The attached **Exhibit D – Flu Vaccination Services** document with the revision date of 5.31.2023 is hereby added to Contract ETB0047 – Well-Being Services. The language in Exhibit D supersedes language in RFPs ETB0047-49 and within Contractor’s Proposal regarding the subject matter contained Exhibit D.
5. The attached **Exhibit E – Onbe Terms** document is hereby added to Contract ETB0047 for Well-Being Services.
6. The attached Exhibit F – Fern Health Chronic Pain Management Coaching Program is hereby added to Contract ETB0049 for Chronic Condition Management Services.
7. The following language is hereby added to contracts ETB0047, ETB0048, and ETB0049:

If any action, inaction, or error on the part of the CONTRACTOR with regards to a term, condition, or requirement under the Contract results in federal or State tax penalties, interest, or fees, the Contractor shall be responsible for paying such costs either directly to the federal or State authority or to the Department or Participants as reimbursements if such costs were paid by the Department or Participants.
8. Contractor’s **RFP Form I – Cost Proposal Workbook**, which the Contractor submitted to the Department with Contractor’s Proposal, is hereby replaced with Contractor’s Form I – Cost Proposal Workbook submitted to the Department on November 9, 2022, as Contractor’s Best and Final Offer (BAFO), for Contracts ETB0047, ETB0048, and ETB0049. Since Contractor was awarded Contracts for all Programs under RFPs ETB0047, ETB0048, ETB0049, Contractor shall apply the discounts offered in Contractor’s BAFO to the Per Employee Per Month (PEPM) costs for the appropriate Contracts and reflect the Discounted Cost PEPM on all invoices submitted to the Department for payment.

9. The following clarifications regarding Contractor's BAFOs for Contracts ETB0047, ETB0048, and ETB0049, submitted to the Department on November 9, 2022, are hereby agreed to by the Department and the Contractor:

a. Cost of data files

- i. In Contractor's BAFO, Tab B. Well-being Cost Proposal, row 34, Contractor stated: \$3,750 "For any data files in excess of the 8 data files included in the PEPM, the one-time fee will be \$3,750 regardless of the frequency of the data being transferred into or out of the WebMD ONE Platform."
- ii. In Contractor's BAFO, Tab C. Mental Health Cost Proposal, row 27, Contractor stated: \$3,750 "For any data files in excess of the 1 Eligibility File and 5 data files included in the PEPM, the one-time fee will be \$3,750 regardless of the frequency of the data being transferred into or out of the WebMD ONE Platform."
- iii. In Contractor's BAFO, Tab D. Condition Mgmt Cost Proposal, row 27, Contractor stated: \$3,750 "For any data files in excess of the 1 Eligibility File and 5 data files included in the PEPM, the one-time fee will be \$3,750 regardless of the frequency of the data being transferred into or out of the WebMD ONE Platform."
- iv. In Contractor's BAFO, Tab E. Cost Assumptions, row 13, regarding Well-Being Services, Contractor stated: PEPM fee includes "All current ETF data integrations plus the addition of 8 extra data files and the integration with Benefitfocus."
- v. In Contractor's BAFO, Tab E. Cost Assumptions, row 16, regarding Mental Health Services, Contractor stated: Data integration services for up to 1 Eligibility File and 5 data files."
- vi. In Contractor's BAFO, Tab E. Cost Assumptions, row 17, regarding Condition Mgmt Services, Contractor stated: "All current ETF data integrations plus claims data integration."

Clarifications:

ETF's current data integrations (as of May 1, 2023), regardless of the number of times data is exchanged, will continue to be provided by Contractor at no additional cost. In addition, if the Department has any additional data integration needs, Contractor will provide up to 8 additional data integration points, regardless of the number of times data is exchanged. If a new health plan joins the Group Health Insurance Program (GHIP), Contractor will build a new data export file for the data being sent to the new health plan. That data export file for the new health plan will count as 1 additional data integration point (out of the 8 offered at no charge). Benefitfocus data integration is in addition to the 8 data integration points.

Contractor currently sends monthly batch data export files to the GHIP health plans. In addition, the Contractor currently sends a diabetes-based file to the Department's Pharmacy Benefit Manager. The cost for Contractor to receive the Department's Pharmacy Benefit Manager's data import file (commencing 1/1/2024) is included in the Chronic Condition Management PEPM. Costs for Contractor to receive GHIP medical claims files and any additional pharmacy claims files are included in the Condition Management PEPM. For ease of administration, the Contractor has included in the PEPM for ETB0047 (8 new data integrations) and ETB0048 (6 data integrations) and for ETB0049 (6 data integrations) for a total of 20 data integration files. The Department can choose from Batch Data Export Files, Data Import Files, Eligibility Files, and Single Sign-On. The Department can use these data integration files as needed during the term of the three Contracts. In addition, for Contract ETB0049, Contractor will provide all current Department data integrations plus claims data integration (for medical claims files and pharmacy claims files).

b. Cost of communications

In Contractor’s BAFO, Tab E. Cost Assumptions, row 13, regarding Well-Being Services: “WebMD will provide ETF with up to a maximum of 1,250 hours of annual custom communications support for custom marketing campaigns, which will include associated Printing & Postage costs up to a maximum annual value of \$250,000 per Program Year, (any custom communications hours and/or Printing & Postage dollars remaining at the end of the Program Year will not be carried forward).”

Clarification:

Contractor believes the 1,250 hours and \$250,000 for printing and postage costs Contractor allocated to the Well-being RFP will be enough to cover any custom communications and associated printing and postage costs for the Well-being Contract in addition to having additional hours left over for communications requirements for the Chronic Condition Management Services and Mental Health Services Contracts.

The Department can pool its annual custom communications support for custom marketing campaign hours and associated printing and postage costs for Contracts ETB0047 (1,250 hours and \$250,000 for printing and postage), ETB0048 (250 hours and \$50,000 for printing and postage), and ETB0049 (250 hours and \$100,000 for printing and postage) to have the ability to decide when and where to use the included resources. This annual custom communications fund will contain 1,750 hours of annual custom communications support for custom marketing campaigns and up to a maximum of \$400,000 dollars per Program Year for printing and postage costs. Any custom communications hours and/or printing and postage dollars remaining at the end of the Program Year will not be carried forward.

c. Annual Innovation Fund

In Contractor’s BAFO, Tab E. Cost Assumptions, row 13, regarding Well-Being Services: “An Annual Innovation Fund up to a maximum annual value of \$75,000 which can be used to support program expansion and support with IBM custom file export fees (any remaining funds in the Annual Innovation Fund at the end of the Program Year will not be carried forward).”

Clarification:

Contractor will consider expanding the use of the Annual Innovation Fund, which is a maximum annual value of \$75,000, to include innovative programming and/or pilot programs upon mutual agreement between Contractor and the Department on what the programming and/or pilot program will be, including, but not limited to, the duration of the pilot, the population of who will use the service(s), and the success criteria to roll such pilot program out to the full, targeted Program population. Any remaining funds in the Annual Innovation Fund at the end of the Program Year will not be carried forward.

d. Privacy Screens

- i. In Contractor’s BAFO, Tab E. Cost Assumptions, row 14, regarding Onsite Fingerstick Events, Contractor states: “Privacy Screens are \$31.50 per screen up to a maximum of 10 screens per Event.”
- ii. In Contractor’s BAFO, Tab E. Cost Assumptions, row 15, regarding Flu Vaccinations, Contractor states: “Privacy Screens are available upon request at the rate of \$31.50 per screen.”

Clarifications:

The above sentences in quotations regarding privacy screens are hereby deleted from Contractor’s BAFO. Costs for Onsite Fingerstick Events and Flu Vaccination Clinics are specified in Exhibit C – Biometric Screenings and Exhibit D – Flu Vaccination Services.

e. Travel

- i. In Contractor’s BAFO, Tab E. Cost Assumptions, row 14, regarding Onsite Fingerstick Events, Contractor states: “Standard travel is included in the per Participant Fee for any Events located within a 60 mile radius of a metropolitan statistical area with a population of 200,000 or more. Parking fees at cost. Non-standard Events that require a hotel stay will be \$125 per diem rate per night and \$40 meal expense per staff member.”
- ii. In Contractor’s BAFO, Tab E. Cost Assumptions, row 15, regarding Flu Vaccinations, Contractor states: “Standard travel is included in the per Flu Vaccination Fee, unless it is outside a forty (40) mile round-trip radius of a metropolitan statistical area (“MSA”) with a population of 200,000 or more.” and “Parking fees at cost.”

Clarifications:

The sentences above in quotations regarding travel expenses are hereby deleted from Contractor’s BAFO. Costs for Onsite Fingerstick Events and Flu Vaccination Clinics are specified in Exhibit C – Biometric Screenings and Exhibit D – Flu Vaccination Services.

f. Flu Vaccination orders

In Contractor’s BAFO, Tab E., Cost Assumptions, row 15, regarding Flu Vaccinations, Contractor states “Flu Vaccination orders must be placed in increments of 10 Flu Vaccinations.”

Clarification:

The above sentence in quotations is modified as follows: “Flu Vaccination orders must be placed in increments of ~~10~~ 5 Flu Vaccinations.” Details regarding Flu Vaccination Clinics are specified in Exhibit D – Flu Vaccination Services.

g. Dependents

In Contractor’s BAFO, Tab E. Cost Assumptions, row 13 for Well-being Services, row 16 for Mental Health Services, and row 17 for Chronic Condition Management Services, Contractor states the administrative PEPM fee is based on the actual number of eligible employees reported each month and includes the following services: “WebMD ONE Platform for ETF’s Eligible Employees, Retirees, and Spouses & dependents.” Contractor also states in row 16 for Mental Health Services that other services will be made available to dependents.

Clarification:

The services provided by Contractor pursuant to Contracts ETB0047, ETB0048, and ETB0049 are not for dependents, therefore “& dependents” is hereby deleted from rows 13, 16, and 17 in Contractor’s BAFO, Tab. E.

h. BAFO Comments

Contractor’s BAFO, Tab B. Well-being Cost Proposal, row 13, Administrative Fee for Year 1 (2024) is modified as follows:

“The PEPM fee includes the following core services: WebMD ONE Platform / Program Administration / Data Integration, as well as Account Management and Dedicated Well-being Services, Communications & Marketing, Customer Service, Reporting, Wellness Challenges, ~~Biometrics & Flu Shot Services~~, and Health Coaching Programs all further described in Tab E. Cost Assumptions.”

The costs for biometric services are listed Exhibit C – Biometric Screening Services. The costs for flu services are listed in Exhibit D – Flu Vaccination Services.

i. WebMD Group Coaching

In Contractor's BAFO, Tab B. Well-being Cost Proposal, Tab C. Mental Health Cost Proposal, and Tab D. Condition Mgmt Cost Proposal, for the Additional Service "WebMD Group Coaching" the comment in the Comments column is modified as follows:

The per Group Coaching Session attendee fee will be invoiced at the rate of \$20.00 for any Group Coaching Session attendees in excess of ~~400~~ 3,600 Group Coaching Session attendees per year Month included in the PEPM fee across all three programs, ETB0047 Well-Being, ETB0048 Mental Health, and ETB0049 Chronic Condition Management.

j. Pain Management / MSK Program participant fees

In Contractor's BAFO, Tab E. Cost Assumptions, row 17 Contractor states "Fern Health Pain Management Program / MSK for up to 500 Program Participants Per Year, each participant will have a term of 12 months from their enrollment date, Participants may join more than one Fern Health Pain Management Program / MSK and the Participant is invoiced for each one."

Clarification:

The cost for 500 Participant enrollments in the Fern Health Chronic Pain Management Coaching Program per Program Year is included in the PEPM for Contract ETB0049 (Condition Management Program), as discussed in Tab E. Cost Assumptions, row 17. Each Participant enrollment in excess of 500 Participant enrollments will be invoiced at \$300 per Participant enrollment to the Department, not the Participants. For the avoidance of doubt, each enrollment will count toward the 500 Participant enrollments per Program Year.

k. Diabetes Prevention Program participant fees

In Contractor's BAFO, Tab E. Cost Assumptions, row 17 Contractor states "Onduo's Good Measures' Diabetes Prevention Program, which has been granted full recognition status from the CDC, for up to 250 per engaged Eligible Employees per month (each engaged Eligible Employee will have a monthly fee for a minimum of 6 months regardless if they are "disengaged" or "active". If the Participant does not interact with Onduo for 90 consecutive days they will become "disengaged". Participants who re-engage with the program will be considered "active" and after the 6 month minimum term the Participants are invoiced the monthly fee only when they are active."

Clarification:

The cost for 250 Participant enrollments in the Onduo Diabetes Prevention Program ("DPP Program") per month is included in the PEPM for Contract ETB0049 (Condition Management Program) as discussed in Tab E, Cost Assumptions, row 17. Each Participant enrollment in excess of 250 Participant enrollments each month will be invoiced at \$60 per additional Participant enrollment per month to the Department, not the Participants. See Exhibit G – Onduo / Good Measures Diabetes Prevention Program Terms.

l. Positively Me Weight Management Coaching participant fees

The cost per participant in the Positively Me Weight Management over the 300 participants per year included in the PEPM for the Well-Being program as discussed in Tab E. Cost Assumptions, row 13, will be invoiced at \$335 per additional participant per year to the Department, not the Participants.

m. Quit by WebMD participant fees

The cost per participant in the Quit by WebMD (tobacco cessation with NRT) over the 200 participants per year included in the PEPM for the Well-Being program as discussed in Tab E. Cost Assumptions, row 13, will be invoiced at \$360 per additional participant per year to the Department, not the Participants.

n. Behavioral Health Counseling / Therapy Session participant fees

In Contractor's BAFO, Tab E. Cost Assumptions, row 16, Contractor states "WebMD Stress Coaching services will include up to a maximum of 300 Stress Coaching Calls each Program Year."

Clarification:

The cost per call for Mental Health Coaching Calls over the 300 Mental Health Coaching Calls per Program Year included in the PEPM for the Mental Health program as discussed in Tab E. Cost Assumptions, row 16, will be invoiced at \$46 per Mental Health Coaching Call to the Department, not the Participants.

o. Dedicated Well-being Staff

To clarify Contractor's statements in Contractor's BAFO, Tab E. Cost Assumptions, row 13, regarding Dedicated Well-being Staff: Contractor will provide the Department a total of seven (7) Dedicated Well-being Staff members as follows: Contract ETB0047 will have the 2 current Dedicated Well-being Staff members and 3 additional Dedicated Well-being Staff members included in the PEPM; Contract ETB0048 will have 1 Dedicated Well-being Program Manager included in the PEPM; and Contract ETB0049 will have 1 Dedicated Well-being Program Manager included in the PEPM. For ease of administration, the Department can assign these 7 Dedicated Well-being Staff members across all three programs (ETB0047-49) as needed.

Contractor will include in Contract ETB0047 a Marketing Support Budget with a maximum annual value up to \$200,000 per Program Year to be used for Well Wisconsin branded items and Dedicated Well-being Staff-supported events. Any remaining funds in the Marketing Support Budget at the end of the Program Year will not be carried forward.

10. Contractor's responses to RFPs ETB0047-49 Section 7.5 Audit:

a. Section 7.5.1.a., Annual Independent Service Auditor's Report.

Contractor stated in its Proposal: "WebMD Health Services Group, Inc., is a wholly owned subsidiary of WebMD Health Corp. As of September 2017, WebMD Health Corp. was acquired by MH Sub I, LLC (also known as "Internet Brands"), who does not perform a SOC 1, Type 2 financial audit."

Clarification:

The Department and Contractor agree that under 2016-2023 Contract ETG0005 between the Department and the Contractor, the Department did not obtain a SOC 1, Type 2 report for the Wellness and Disease Management programs from the Contractor. The acceptability of this practice was based on the historical financial statement immateriality of those programs and the limited assurances that would be provided with such a report (because of the number of suborganizations used by the Contractor in the past). The Department reserves the right to require a SOC 1, Type 2 report from the Contractor in the future (for Contracts ETB0047-49) if Internet Brands has such an audit performed, or circumstances change and such a report is required by State or federal authorities.

b. Section 7.5.1.b., Items Open to Audit.

Contractor stated in its Proposal that RFP Section 7.5.1.b., Items Open to Audit, did not apply to Contractor.

Clarification:

The Department and Contractor agree Contractor's response to RFP Section 7.5.1.b., Items Open to Audit, is deleted from Contractor's Proposal with the following understanding: The Department will provide two (2) weeks' advance notice to Contractor regarding audits. Contractor will strive to provide at least a thirty (30) Calendar Day turnaround time to supply data related to the Program to Department internal audit staff or their designees, the State of Wisconsin Legislative Audit Bureau (LAB), or designated agents, attorneys,

and accountants for audit purposes, but no later than sixty (60) Calendar Days for LAB audits and no later than ninety (90) Calendar Days for Department internal Contract and security audits.

c. Section 7.5.2., regarding the turnaround time for audits.

Contractor stated in its Proposal: “From a security perspective, we request two weeks’ notice and at least 90 days turnaround time for security-related audits. We have a team that tracks and manages audit requests internally, and both the security team and relevant SMEs are included in the process to ensure accuracy.”

Clarification:

The Contractor’s response to RFP Section 7.5.2. only addressed security-related audits, however, the RFP question related to audits in general. The Department will provide two (2) weeks’ advance notice to Contractor regarding any type of audit. Contractor will strive to provide at least a thirty (30) Calendar Day turnaround time to supply data related to the Program to Department internal audit staff or their designees, the State of Wisconsin Legislative Audit Bureau (LAB), or designated agents, attorneys, and accountants for audit purposes, but no later than sixty (60) Calendar Days for LAB audits and no later than ninety (90) Calendar Days for Department internal Contract and security audits.

11. RFPs ETB0047-49 Appendix 1 – Specifications – General.

a. Appendix 1 – Section 1.6 Customer Service, F.

Appendix 1, Section 1.6.F. states: The Contractor must have and implement procedures for monitoring and ensuring the quality of services provided by its customer service representatives. At the Department’s request, the Contractor must submit these procedures for review and approval by the Department. At least five percent (5%) of all Member inquiries made by each submission type (e.g., phone, email, web-portal) must be reviewed by Contractor management staff (e.g., lead worker, supervisor, manager) to ensure accurate information was given to Members and appropriate coaching and training is given to customer service representatives who fail to accurately respond to Members.

Clarification:

The Department agrees with the Contractor’s clarification included in Contractor’s Proposal that states: “5% reviewed” will include spot checking and supervisor reviews.”

b. Appendix 1 – Section 1.6, Customer Service, G.

Appendix 1, Section 1.6.G. states:

G. The Contractor(s) must conduct satisfaction surveys, provided to a statistically valid random sample of Participants. These surveys must measure satisfaction in the following categories:

1. Customer service survey provided at the end of each interaction;
2. Health coaching survey provided at the end of the first and third session; and
3. Overall program and web-portal experience survey provided to all Participants near the end of each Program year.

All surveys must use a five (5)-point rating scale and content must be approved by the Department Program Manager prior to distribution.

Clarification:

The Department agrees with the Contractor’s exception regarding item G.2 above, included in Contractor’s Proposal, that states: “Our standard and current process for the State of Wisconsin is to measure satisfaction on the second call and to conduct only one survey per health coaching participant.” Section 1.6.G.2. is hereby replaced with the following new language:

2. Health coaching satisfaction measured on the second call and one health coaching survey provided per health coaching Participant; and

c. Appendix 1 – Section 1.8, Marketing and Communication, E is hereby modified as follows:

- E. All brochures, informational material, electronic and web material [Contractor creates for the Program](#) must include statements or disclaimers as required by the Department, and State and federal law. This [may](#) includes, but is not limited to:
 1. Applicable notices for a voluntary wellness program offered as part of an Employer health program;
 2. Availability of materials in alternative format or assistance with accessing services for those with disabilities;
 3. Disclosure of taxability of incentives and reporting of payment amounts to Employer; and
 4. Disclaimers about eligibility for the Program.

d. Appendix 1 – Section 1.10, Data Integration, E.1.

Section 1.10.E. includes the following language: “All file formats are subject to change, as determined by the Department, to better serve the needs of the Program and GHIP.

Contractor’s assumption included in its Proposal regarding the above language states: “Data will be transmitted in the file formats indicated in Appendices 15-18 or in custom formats as agreed to by the Department and Contractor to best serve the needs of the Program and GHIP.”

Clarification:

The Department agrees to the Contractor’s assumption listed above for exports going to the Department’s data warehouse. The Contractor will continue to send its standard exports to the GHIP-contracted health plans until further discussions take place with impacted parties. Appendix 1, Section 1.10 Data Integration, E.1. discusses data sent to health plans and the need to use the exports as outlined in Appendices 15 – 17. Appendix 1, Section 1.10, E.1.a. is hereby modified as follows:

- a. Specific to the Well-being Contractor: the Contractor will transmit the results of Participant **biometric screenings** monthly to the health plans using [either the Contractor’s standard file export layout or](#) the data warehouse biometric file specifications in Appendix 15 – Biometric Screening Data Specifications as updated by the Department, as agreed upon by the Contractor, health plan, and Department. ~~Note: The file specifications for submission of biometric screening data to the health plans are the same as the Department’s data warehouse biometric screening file specifications.~~

Further, Contractor is currently working on custom file exports, which will go into production by January 1, 2024. Contractor will continue to send the standard monthly file exports to GHIP-contracted health plans until the custom file exports take effect.

12. Appendix 2 – Specifications – Well-Being Services,

a. Appendix 2 – Section 1.2. Biometric Screenings, D.

Appendix 2, Section 1.2.D. states: The Contractor must provide bilingual, Spanish speaking staff at onsite biometric screenings if requested by the Employer.

Clarification:

Contractor’s assumption included in its Proposal regarding the language above states: “The State must request a bilingual staff member 6 weeks in advance.” The Department and the Contractor agree that a bilingual staff member must be requested 8 weeks in advance. This requirement is included in Exhibit C – Biometric Screening Events.

b. Appendix 2 – Section 1.2. Biometric Screenings, E.

Appendix 2, Section 1.2.E. states: The Contractor must provide privacy screens for all biometric screening events.

Clarification:

Contractor's assumption included in its Proposal regarding the language above states: "We provide one privacy screen per nurse per flu vaccination event if requested by the State of Wisconsin." The Department agrees with the Contractor's assumption. Further, Contractor agreed to provide two (2) privacy screens per station at onsite screenings. The parties agreements regarding privacy screens are discussed in Exhibit C – Biometric Screening Events and Exhibit D – Flu Vaccination Services.

c. Appendix 2 – Section 1.2. Biometric Screenings, F.5.d.

As modified with RFPs ETB0047-49 Addendum No. 1, Appendix 2, Section 1.2.F.5.d. states: "Coordination of events will include the following Contractor responsibilities: Allowing the site coordinator for the Employer group to increase or decrease the projected attendance for the event up to ten (10) Calendar Days prior to the event;"

Clarification:

Contractor's assumption included in its Proposal regarding the language above states: "We would like the opportunity to further clarify the State's expectations on event minimums and travel." Exhibit C – Biometric Screening Services includes the Department's and the Contractor's understandings regarding biometric screenings.

d. Appendix 2 – Section 1.2. Biometric Screenings, M.1.

Appendix 2, Section 1.2.M. states:

- M. In lieu of obtaining biometric values at a Contractor screening event or a self-collection test kit, the Contractor must provide a form that is customized for the State of Wisconsin and approved by the Department Program Manager for Participants to enter lab data collected from their healthcare provider. The Contractor-developed form must include:
1. Date that labs were obtained for each result(s);
 2. Indicator for blood work to identify fasting or non-fasting values; and
 3. Ability for Participants to report prior results if updated blood work is not necessary based on clinical experience or United States Preventive Services Task Force (USPSTF) guidelines.

Clarification:

Contractor's clarification included in its Proposal regarding Section M.1. above states: "The US Wellness physician form, which was previously used as part of the State of Wisconsin contract, had a date field for each value on the form. The TotalWellness physician form, currently in use, as one date field. This is the current process with State of Wisconsin. Changes to this Form, if desired, will need to be discussed to ensure that they can be accommodated." The Department agrees with Contractor's assumption. Exhibit C – Biometric Screening Services includes the Department's and the Contractor's understandings regarding biometric screenings.

e. Appendix 2, Section 1.3, Flu Vaccine Clinics, E.

Appendix 2 – Section 1.3.E states: The Contractor must provide a Participant registration system, accessible within the web-portal and via the Contractor customer service toll free number, that collects Participant health insurance information to verify Program eligibility prior to the flu vaccine administration

and for billing purposes. The registration system must provide the Participant with an e-mail confirmation and at least two (2) e-mail reminders of the scheduled flu vaccine appointment, with one (1) reminder being sent seven (7) Calendar Days prior to the event and a second being sent twenty-four (24) hours prior to the event. Registration for the event must remain open until twenty-four (24) hours prior to the event.

Clarification:

Contractor's clarification included in its Proposal regarding Section 1.3.E. above states: "The TotalWellness screening tool currently sends reminder emails 4 days and 1 day prior to event date. We have the ability to configure these reminder emails differently if needed and propose that this would not incur an additional fee." The Department agrees with the Contractor's clarification. The Department and the Contractor have agreed that email reminders will be sent 4 Calendar Days and 1 Calendar prior to the flu vaccination event. This language appears in Exhibit D – Flu Vaccination Services.

13. RFPs ETB0047-49 Appendix 5 – Reporting Requirements, Section B, Required reports for only RFP/Contract ETB0047 Well-Being.

a. Section B, Item 6, is modified as follows:

6.	Incentive Payments: Taxable Income Reporting
	Frequency: Monthly <u>Bi-weekly*</u>
	Report must include: All incentive payments issued to Participants for the Department's 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. <u>*The frequency may increase, and the file specifications may change with the implementation of the Department's Insurance Administration System.</u>

b. Section B, Item 7 states:

7.	Incentive Payments: Reissue Requests and Inactive Cards
	Frequency: As needed
	Report must include: 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 to determine inactivity.

Clarification:

Regarding the second sentence above in "Report must include," which states: "The Contractor must also report on the activity status of issued incentive cards to determine inactivity." Contractor's exception included in its Proposal states "We do not currently bill State of Wisconsin for reissued cards. Additionally, we do not have visibility into cards that have been used or unused. Based on the rewards fulfillment model we are currently delivering for State of Wisconsin, when an individual earns the incentive, the incentive information is sent as part of a Batch Data Export to our partner, Online Rewards, and a physical card is mailed to the participant. We can request information from Online Rewards on the number of requests for a reissued Visa Card. Once the card is mailed to the participant, however, we have no visibility into what they do with their card, how they use it, etc."

The Contractor followed up with Onbe, the current incentive card processor for the Program (replacement for Online Rewards) and reported to the Department that Onbe is unable to report on the information listed in the second sentence of Item 7 above at the aggregate level. However, Onbe is able to provide this level of detail on a Participant level if a request comes through Customer Service as an appeal, for example. This reporting is similar to the level of detail provided under Contract ETG0005. The Department accepts Contractor's exception. Item 7 will remain in Appendix 5 in the event Onbe, or any successor incentive

card processor employed by the Contractor, makes such information available. Onbe terms are included in Contract Exhibit E.

c. Section B, Item 8 states:

8.	Incentive Payments: Gift Card Utilization
	Frequency: As needed
	Report must include: Percentage of gift cards that have been earned and used.

Clarification:

Contractor's exception included in Contractor's Proposal, regarding the sentence above, above in "Report must include," which states: "Percentage of gift cards that have been earned and used." Contractor states: "We do not currently bill State of Wisconsin for reissued cards. Additionally, we do not have visibility into cards that have been used or unused. Based on the rewards fulfillment model we are currently delivering for State of Wisconsin, when an individual earns the incentive, the incentive information is sent as part of a Batch Data Export to our partner, Online Rewards, and a physical card is mailed to the participant. We can request information from Online Rewards on the number of requests for a reissued Visa Card. Once the card is mailed to the participant, however, we have no visibility into what they do with their card, how they use it, etc."

The Contractor followed up with Onbe, the current incentive card processor for the Program (replacement for Online Rewards) and reported that Onbe is unable to report on the information listed in Item 8 above. The Department accepts Contractor's exception. Item 8 will remain in Appendix 5 in the event Onbe, or any successor incentive card processor employed by the Contractor, makes such information available. Onbe terms are included in Contract Exhibit E.

13. RFPs ETB0047-49 Appendix 8 – Department Terms and Conditions.

a. Section 6.0 Audit Provision:

Contractor's assumption included in its Proposal states: "Contractor would like the opportunity to discuss the frequency and timeline for audits. We would request that audits be limited to once annually with at least two weeks' notice provided."

Clarification:

The Contractor understands that the Department, as a State agency, cannot agree to limit the frequency of audits.

b. Section 6.1 SOC 1/Type 2 Report:

Contractor's exception included in its Proposal states: "Contractor would like to add the following language at the end of this section: "Notwithstanding the above, Contractor is a wholly owned subsidiary of WebMD Health Corp. As of September 2017, WebMD Health Corp. was acquired by MH Sub I, LLC (also known as "Internet Brands"), who does not perform a SOC 1, Type 2 financial audit. Contractor and the Department will enter into discussions to mutually agree upon a reasonable alternative."

Clarification:

The Department and Contractor agree that under 2016-2023 Contract ETG0005 between the Department and the Contractor, the Department did not obtain a SOC 1, Type 2 report for the Wellness and Disease Management Programs from the Contractor. The acceptability of this practice was based on the historical financial statement immateriality of those programs and the limited assurances that would be provided with such a report (because of the number of suborganizations used by the Contractor in the past). The Department reserves the right to require a SOC 1, Type 2 report from the Contractor in the future (for

Contracts ETB0047-49) if Internet Brands has such an audit performed, or circumstances change and such a report is required by State or federal authorities. Any necessary audit control information will be incorporated into the contract compliance review documents by the Department as needed.

c. Section 6.3 Contract Compliance Audit:

Contractor's assumption included in its Proposal states: "Contractor would like the opportunity to discuss the frequency and timeline for compliance reviews. We would request that compliance reviews be limited to once annually with at least two weeks' notice provided."

Clarification:

Section 6.3 includes language stating that the Department will provide a minimum of ten (10) Business Days' notice for a Contract compliance audit. LAB typically audits the Department's financial statements every year but could also perform ad hoc reviews or audit work on certain areas they decide to look into. LAB can audit the Department whenever they want according to Wisconsin statute and such audits may require data from the Contractor. The Contractor understands that the Department, as a State agency, cannot agree to limit the frequency of audits.

d. Section 6.4 Open Access:

Contractor's assumption included in its Proposal states: "Contractor would like the opportunity to discuss this proposed language as it relates to the extent that the State of Wisconsin would be examining, copying and taking off premises Contractor's internal documents and records."

Clarification:

The Department's contract compliance auditors have not physically gone and examined/copied and taken documents off Contractor's premises in the past. However, there exists the requirement for the Contractor to provide the Department, its auditors, and LAB with electronic documentation for audits, which would mean the Contractor would have to copy records and send off Contractor premises for examination.

Although it is most unlikely that anyone will step foot on Contractor's premises to review Contractor's books, records, ledgers, data, or journals relating to the Program, the Department cannot rule out the possibility that LAB may require this. Contractor acknowledges that the Department is a State agency and cannot agree to alter the provisions of Section 6.4.

e. Section 6.5 LAB Audit:

Contractor's assumption included in its Proposal states: "Contractor would like the opportunity to discuss this proposed language as it relates to the extent that the State of Wisconsin would be examining, copying and taking off premises Contractor's internal documents and records."

Clarification:

LAB auditors have not physically gone and examined/copied and taken documents off Contractor's premises in the past. However, there exists the requirement for the Contractor to provide the Department, its auditors, and LAB with electronic documentation for audits, which would mean the Contractor would have to copy records and send off Contractor premises for examination.

Although it is most unlikely that anyone will step foot on Contractor's premises to review Contractor's books, records, ledgers, data, or journals relating to the Program, the Department cannot rule out the possibility that LAB may require this. Contractor acknowledges that the Department is a State agency and cannot agree to alter the provisions of Section 6.5.

f. Section 12.0 Discount for Late Delivery:

The following section from RFP Appendix 8 – Department Terms and Conditions, is hereby deleted:

12.0 DISCOUNT FOR LATE DELIVERY: The Contractor agrees to accept a discount in the fees due to the Contractor under the Contract in the event any of the major deliverables is delivered by Contractor more than twenty-five (25) business days after the delivery date set forth in the then-current project work plan. The parties agree that the Contractor shall discount its fees, beginning on the twenty-sixth (26th) business day after the delivery date set forth in the then current project work plan, by an amount of one thousand dollars (\$1,000) for each business day Contractor fails to deliver any or all major deliverables until such major deliverable is delivered as mutually agreed, up to a total of one hundred twenty thousand dollars (\$120,000) per major deliverable. Any such discount is not a penalty, and shall be in addition to all other legal or equitable remedies that may be available to the Department. Notwithstanding the foregoing, Contractor shall not owe any discount to the extent that any late delivery of a major deliverable was the result of a Department-caused delay. In the event that Contractor provides a discount under this Section, then the timeline set forth in the project work plan for each subsequent major deliverable shall be extended by the number of days for which the discount was applied.

14. Appendix 15 – Biometric Screening Data Specifications, Appendix 16 – Health Assessment Data Specifications, Appendix 17 – Program Participation Data Specifications, and Appendix 18 – Incentive Payment Data Specifications.

- a. **Appendix 1 – Specifications – General, Section 1.10.E.** includes the following language: “All file formats are subject to change, as determined by the Department, to better serve the needs of the Program and GHIP.

Contractor’s assumption regarding Appendix 15 – Biometric Screening Data Specifications, Appendix 16 – Health Assessment Data Specifications, Appendix 17 – Program Participation Data Specifications, and Appendix 18 – Incentive Payment Data Specifications, included in its Proposal regarding the above language in Appendix 1, states: “Data will be transmitted in the file formats indicated in Appendices 15-18 or in custom formats as agreed to by the Department and Contractor to best serve the needs of the Program and GHIP.”

Clarification:

The Department agrees to the Contractor’s assumption listed above for exports going to the Department’s data warehouse. The Contractor will continue to send its standard exports to the GHIP-contracted health plans until further discussions take place with impacted parties.

Confidential

Exhibit B

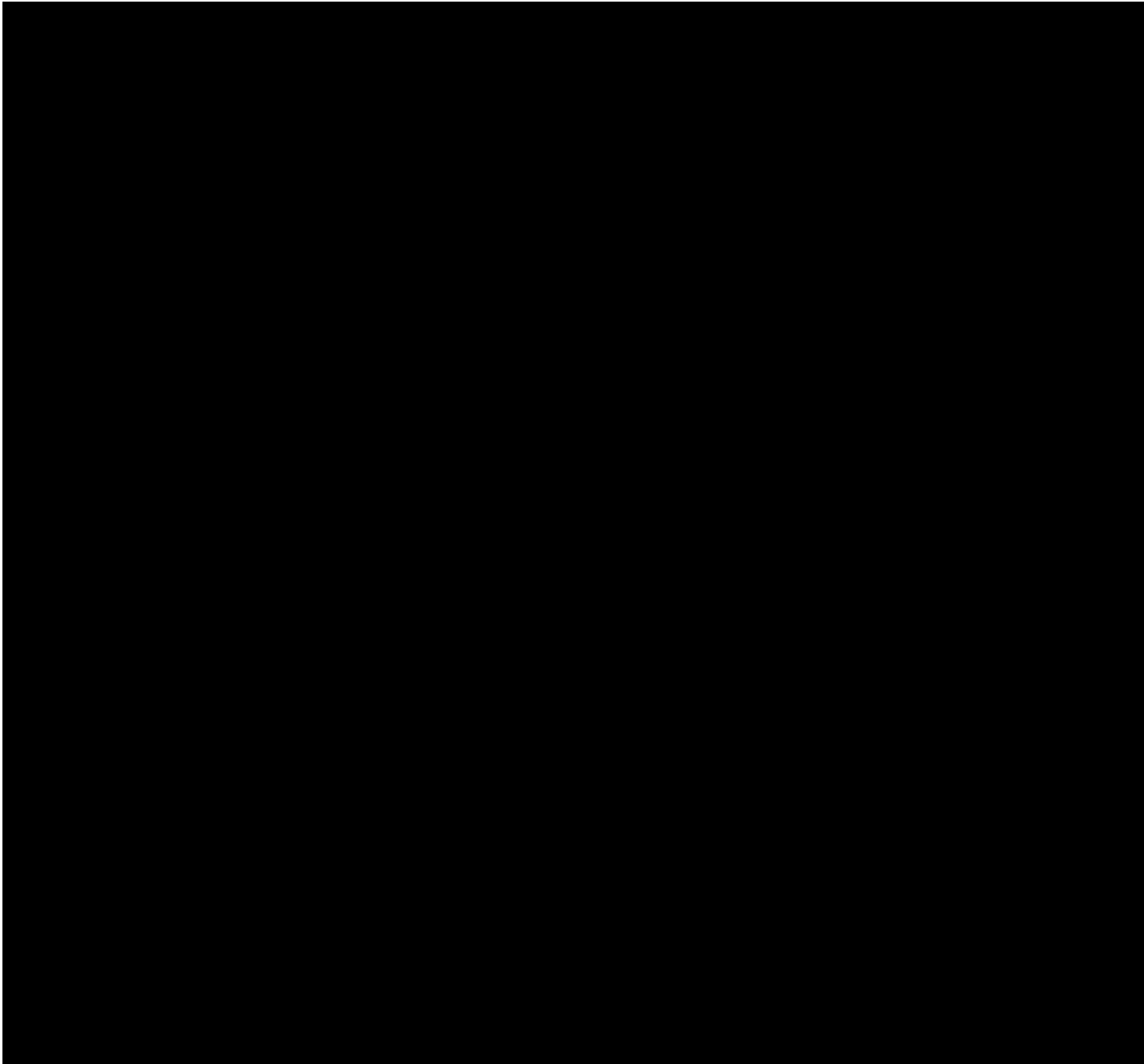
Return on Investment

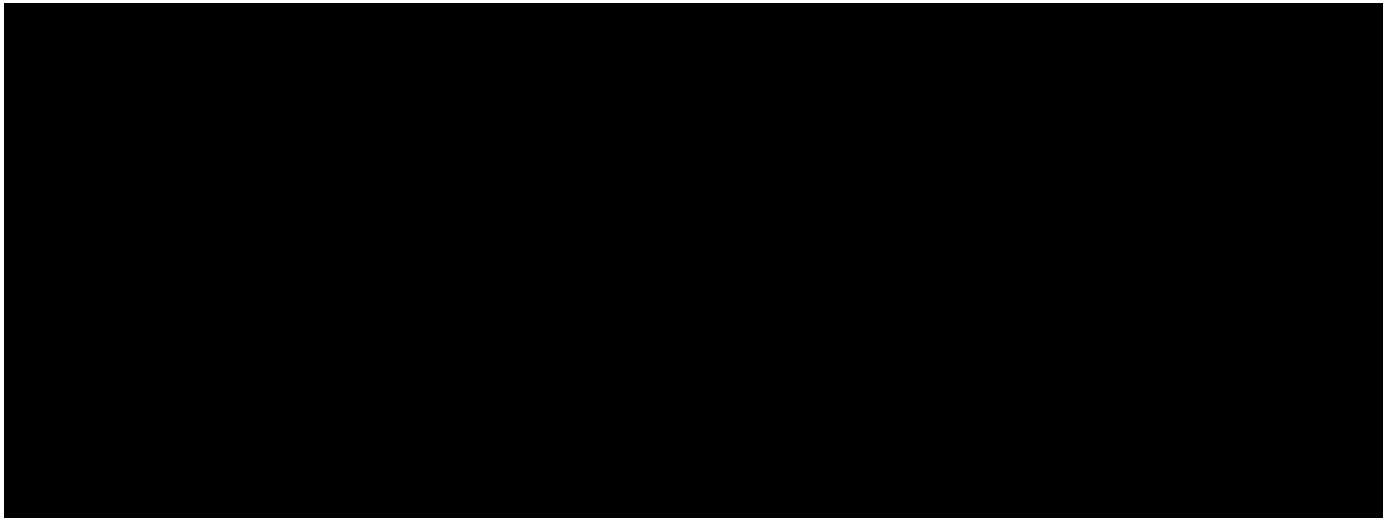
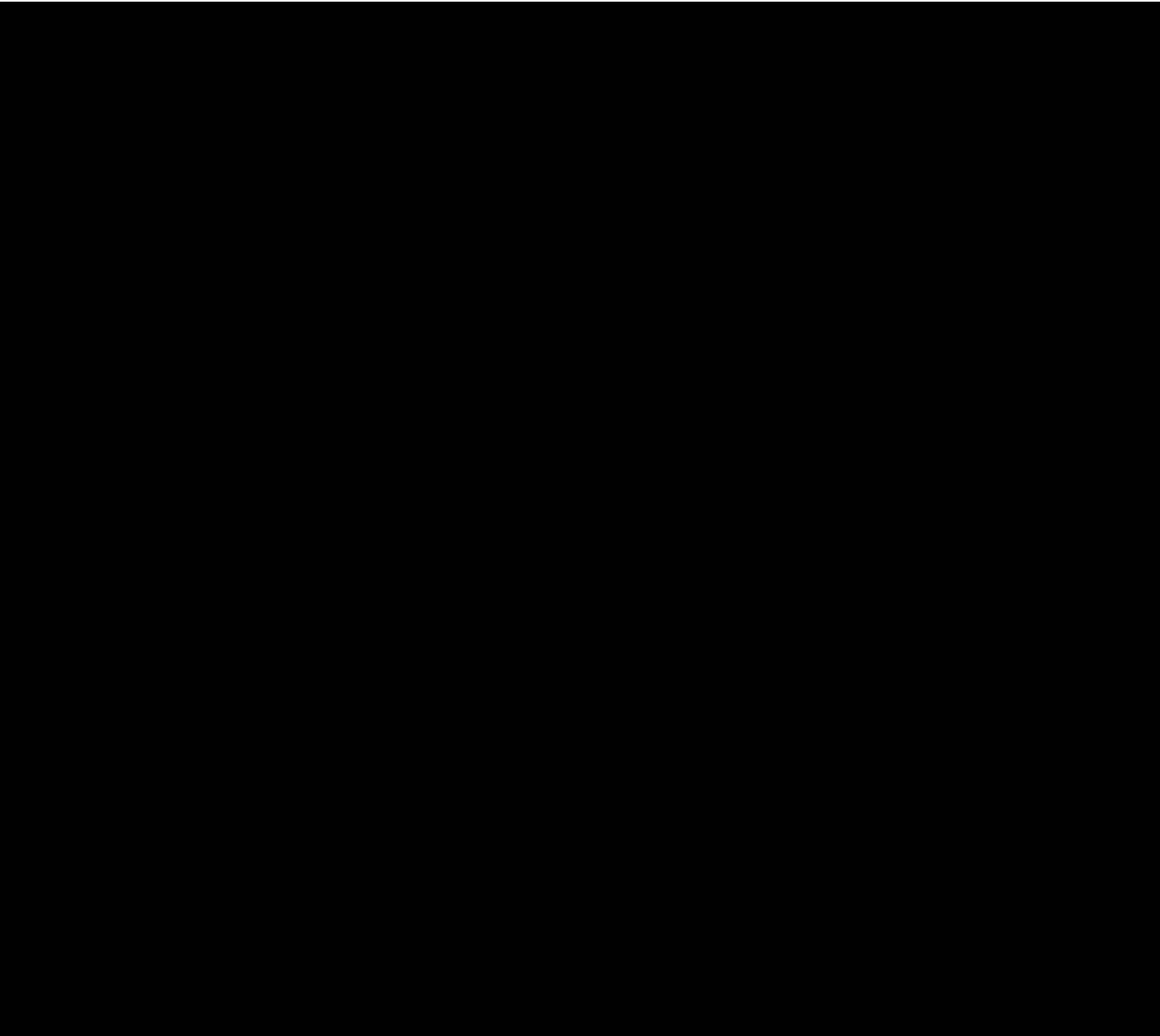
Rev. 7.7.2023

**Contract ETB0047 – Well-Being Services
Contract ETB0048 – Mental Health Services
Contract ETB0049 – Chronic Condition Management Services**

between

Wisconsin Department of Employee Trust Funds and WebMD Health Services





Appendix 6

Performance Standards and Penalties

Rev. 6.30.2023

Contract ETB0047 – Well-Being Services
Contract ETB0048 – Mental Health Services
Contract ETB0049 – Chronic Condition Management Services

between

Wisconsin Department of Employee Trust Funds and WebMD Health Services

There are four sections in this document:

Section I. Performance Standards and Penalties applies only to RFP ETB0047 – Well-being Services

Section II. Performance Standards and Penalties applies to RFP ETB0047 – Well-being Services, RFP ETB0048 – Mental Health Services, and RFP ETB0049 Chronic Condition Management Services

Section III. Risk Change Performance Guarantees applies to RFP ETB0047 – Well-being Services and RFP ETB0049 – Chronic Condition Management Services

Section IV. Risk Change Performance Guarantees applies only to RFP ETB0048 – Mental Health Services

The Department may assess penalties for the Contractor's failure to meet the performance standards listed below throughout the term of the Contract. If the Department elects to not assess a penalty in a particular instance, this decision shall not be construed as an acceptance of the Contractor's performance. The Department retains the right to pursue future assessment of that performance requirement and associated penalties.

The Department will be the sole determinant as to whether or not the Contractor meets a performance standard.

Contractor's performance and penalty calculations will be reviewed by the Department and the Contractor quarterly (unless the performance standard dictates otherwise, e.g., an annual requirement). The Department will assess the Contractor appropriate and accumulated penalties on an annual basis (except for implementation and data warehouse penalties as noted below). Contractor's payment for penalties may be made by ACH transfer to the Department or by issuing a credit on the Department's invoice due in the second quarter following the year in which the penalties were incurred. Payments for implementation and data warehouse penalties, as noted below, are due sooner.

The total penalty amount assessed to Contractor in one Program year across all three contracts for Contractor missed performance standards and Return on Investment calculations shall not exceed three percent (3%) of the total PEPM the Department has paid to Contractor under all three contracts in the Program Year in which the performance standard is missed by Contractor. The data warehouse penalties assessed in Section I.D. below are not subject to the penalty assessment maximum.

I. Performance Standards for ETB0047 – Well-being Services	Penalties
A. Implementation Deadlines: assessed within three (3) months of due date	
1. Biometric Screening Protocols: Within thirty (30) Calendar Days of the date of Contract execution, the Contractor will submit the biometric screening protocols to the Department Program Manager for review and approval.	\$500 per Calendar Day late
2. Biometric Screening Events: The Contractor must establish and make available to Employer groups the process, as approved by the Department Program Manager, for scheduling 2024 biometric screening events no later than November 17, 2023.	\$500 per Calendar Day late
B. Biometric Screening Events - reported by on-site coordinator:	
1. Event Scheduling: The Contractor will provide a biometric screening event for every Employer request received at least sixty (60) Calendar Days prior to the requested event date.	\$1,500 per incident
<p>2. Event Start Time / End Time: Provided that the Contractor has access to the screening site at least sixty (60) minutes prior to the event start time, events will 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 time or end time is delayed due to the event host's failure to complete their responsibilities. If the event host's responsibilities are impeded due to Contractor issues, the penalty will apply.</p> <p>If a shortage or lack of supplies cause a delay to the start time of the event but the quantity of supplies was adequate to support the number of participants registered in advance of the screening, the supply penalty shall not apply in addition to the start/end time penalty.</p> <p>If a shortage or lack of staffing cause a delay to the start time of the event but the quantity of staff was adequate to support the number of participants registered in advance of the screening, the staffing penalty shall not apply in addition to the start/end time penalty.</p>	<p>If an event starts or ends more than thirty (30) minutes later than scheduled, and <u>100 or less screenings</u> had been scheduled for the event, the Contractor shall pay the event host \$250 per incident.</p> <p>If an event starts or ends more than thirty (30) minutes later than scheduled, and <u>more than 100 screenings</u> had been scheduled for the event, Contractor shall pay the event host \$500 per incident.</p>
<p>3. Supplies: One hundred percent (100%) of screening supplies must be available for the number of registered participants for each event.</p> <p>In addition to the penalty due, the event minimum will be waived, and screenings will be invoiced based on the actual number of screenings completed at the event provided, that the number of participants registered in advance of the event is greater than or equal to the event minimum.</p>	<p>For events with 100 or fewer screenings ordered - \$250 credit per event</p> <p>For events with greater than 100 screenings ordered - \$500 credit per event</p>

I. Performance Standards for ETB0047 – Well-being Services (<i>continued</i>)	Penalties
B. Biometric Screening Events - reported by on-site coordinator (<i>continued</i>):	
<p>4. Staffing: The number of staff for each event will be adequate based on the number of participants registered in advance of the event. Penalty will apply if number of staff present is not sufficient to accommodate participants who have registered in advance of the event during the scheduled event hours.</p> <p>In addition to the penalty due, the event minimum will be waived, and screenings will be invoiced based on the actual number of screenings completed at the event provided, that the number of participants registered in advance of the event is greater than or equal to the event minimum.</p>	<p>For events with 100 or fewer screenings ordered - \$250 credit per event</p> <p>For events with greater than 100 screenings ordered - \$500 credit per event</p>
<p>5. Notification: The Contractor will notify the Department Program Manager (by phone or email) of complaints or issues that occurred at a screening event within one (1) Business Day.</p>	<p>\$500 for each screening event the standard is not met</p>
<p>6. Prior Notice of Event Cancellation: Contractor will limit cancellation of events to extenuating circumstances and provide the Department/and the Employer (event host) with notice a minimum of ten (10) 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, the Department will be paid 50% of the estimated event fees.</p> <p>(ii) 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 of 100% of the estimated event fees.</p> <p>“Estimated event fees” will be based on the number of screenings ordered multiplied by the per Participant fees for such event(s) and any travel fees that may have already been incurred.</p>
C. Flu Shot Clinic Events - reported by on-site coordinator:	
<p>1. Event Scheduling: The Contractor will provide a flu vaccine clinic event for every Employer that requests one; at least sixty (60) Calendar Days prior to the requested event date or alternate date .</p>	<p>\$1,500 per incident (for each clinic that is not scheduled, when it was requested at least sixty (60) Calendar Days prior to the requested or alternate event date)</p>

I. Performance Standards for ETB0047 – Well-being Services <i>(continued)</i>	Penalties
C. Flu Shot Clinic Events - reported by on-site coordinator <i>(continued)</i>:	
<p>2. Length of Flu Shot Clinic. Time per Participant: Provided that the Contractor has access to the clinic site at least thirty (30) minutes prior to the event start time, events must 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 time or end time is delayed due to the event host's failure to complete their responsibilities. If the event host's responsibilities are impeded due to Contractor issues, the penalty will apply.</p> <p>*If an event starts late and ends late, Contractor will be subject to either (a) the penalty for the late start time or (b) the penalty for the late end time; Contractor will not be subject to both penalties. If both the late start time and the late end time are solely attributable to the Contractor, Contractor will be subject to the greater of the penalties for the late start or late end time.</p>	<p>\$150 per each full thirty (30) minutes the event is delayed from starting on time, per incident*</p> <p>\$150 per each full thirty (30) minutes the event goes over the expected end time, per incident*</p>
<p>3. Supplies: One hundred percent (100%) of flu vaccines will be available for number of scheduled appointments.</p>	<p>\$150 per incident (for each scheduled event where not enough vaccines are available for scheduled appointments)</p>
<p>4. Notification: The Contractor will notify the Department 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>5. *Prior Notice of Event Cancellation or Change in Event Start Time/End Time: Contractor will limit cancellation of events and adjustments to start/end time and provide the Department and the Employer (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 the Department or the event host negates this performance standard.</p> <p>**Estimated fees for the scheduled, but subsequently canceled, event are calculated by multiplying the total number of flu vaccines ordered by the flu vaccine 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 date, Contractor will pay the Department 25% of the estimated fees.**</p> <p>(ii) If Contractor cancels a confirmed event 11-20 Business Days prior to the scheduled event date, Contractor will pay the Department 15% of the estimated fees.**</p> <p>(iii) If Contractor is unable to reschedule a cancelled event (not due to <i>Force Majeure</i>) within the incentive period, Contractor will provide a credit for 100% of the estimated fees.**</p>

I. Performance Standards for ETB0047 – Well-being Services (continued)		Penalties
D. Data Warehouse Performance Standards & Penalties: assessed quarterly or annually as appropriate		
The data warehouse penalties assessed in this Section D are not subject to the penalty assessment maximum described on page 1 above.		
Data Deliverable/Requirement	Frequency/Due Date	Penalties
1. Health Assessment Data Transfer: The Contractor must submit all Department-specified Participant health assessment data to the Department's data warehouse vendor in the most recent file format agreed to by the Department, Contractor, and Department's data warehouse vendor.	Due on the date agreed to by the Department, Contractor, and the Department's data warehouse vendor	One thousand (\$1,000) dollars per Business Day for which the standard is not met
2. Biometric Screening Data Transfer: 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 Department, Contractor, and Department's data warehouse vendor.	Due on the date agreed to by the Department, Contractor, and the Department's data warehouse vendor	One thousand (\$1,000) dollars per Business Day for which the standard is not met
3. Incentive Payment Data Transfer: The Contractor must submit all Department-specified incentive payment data to the Department's data warehouse vendor in the most recent file format agreed to by the Department, Contractor, and Department's data warehouse vendor.	Due on the date agreed to by the Department, Contractor, and the Department's data warehouse vendor	One thousand (\$1,000) dollars per Business Day for which the standard is not met
4. Wisconsin Immunization Registry (WIR) Data Transfer: the Contractor must submit the prior year's Participant flu shot vaccination data to the Wisconsin Immunization Registry (WIR) in a manner compliant with WIR requirements, see: https://www.dhfs.wisconsin.gov/PR/portalHeader.do;jsessionid=3PvKzdRBZvwcSpidlhEKmyiTuWZzpdEeW/BbTTw3i.master:ir-server	Due by the end of each February during the Contract term	One thousand (\$1,000) dollars per Business Day for which the standard is not met

II. Performance Standards for all three RFPs/Contracts: ETB0047 – Well-being Services, ETB0048 Mental Health Services, and ETB0049 Chronic Condition Management		Penalties
A. Implementation Deadlines: assessed within three (3) months of due date		
1. Promotion and Communication Plan: Within ten (10) Business Days of the date of Contract execution, the Contractor will submit Contractor's Annual Promotion and Communication Plan to the Department Program Manager for review and approval.		\$500 per Business Day late
2. Grievance Procedure: Within thirty (30) Calendar Days of the date of Contract execution, the Contractor will submit Contractor's complaints and grievance process and procedures to the Department Program Manager for review and approval.		\$500 per Calendar Day late

II. Performance Standards for all three RFPs/Contracts: ETB0047 – Well-being Services, ETB0048 Mental Health Services, and ETB0049 Chronic Condition Management (continued)	Penalties
A. Implementation Deadlines (continued): assessed within three (3) months of due date	
3. Website Design and Content: The Contractor must provide the Department Program Manager with proposed Contractor’s Program website design and content in a test environment no later than September 1, 2023 , for the Open Enrollment Period, listing basic information about the 2024 Program, e.g., Contractor’s name and contact information for customer service.	\$500 per Calendar Day late
4. Customer Service Staff: The Contractor’s customer service staff for the Program is established, trained and operational for the Open Enrollment Period no later than September 1, 2023 .	\$500 per Calendar Day late
5. Homepage Launch: Contractor’s homepage for the Program website is completed, as determined by the Department, and launched for access by all Members no later than September 15, 2023 for the Open Enrollment Period.	\$500 per Calendar Day late
6. Web-portal Testing: Contractor’s proposed content for the Program web-portal must be provided to the Department and ready for initial testing no later than November 4, 2023 .	\$500 per Calendar Day late
7. Eligibility File: The daily and full file compare of the Department’s HIPAA 834 eligibility files must be fully tested and ready for Program operation no later than November 10, 2023 .	\$500 per Calendar Day late
8. Data Transfers: Contractor data transfers will be established, tested, and working correctly and securely with all GHIP participating health plans, the pharmacy benefit manager, data warehouse, Department, and if applicable, other Program administrators no later than December 1, 2023 .	\$500 per Calendar Day late
9. Mailing Content: Contractor will provide the content for the Contractor’s January 2024 informational mailing to eligible Subscribers to the Department Program Manager no later than December 1, 2023 .	\$500 per Calendar Day late
10. Program Content: All Program content that will be available at the time of the Program Launch Date has received approval by the Department no later than December 15, 2023 .	\$500 per Calendar Day late
11. Web-portal Launch: Contractor’s web-portal will be fully functional and include all the features specified in Appendix 1 – Specifications-General, Section 1.3 for the 2024 Program year and available to all Members no later than January 3, 2024 .	\$500 per Calendar Day late
B. Notification of Data Breach:	
1. Notice: Contractor will notify the Department Program Manager and Department Privacy Officer within twenty-four (24) hours of identifying a breach, impermissible use, or impermissible disclosure of Member PII or PHI. The Department Privacy Officer can be reached at ETFSMBPrivacyOfficer@etf.wi.gov .	\$2,500 - first violation \$5,000 - second violation \$10,000 - third and any additional violations \$100,000 annual maximum.
2. First Notice: The Contractor will notify the Department Program Manager and Department Privacy Officer no less than one (1) Business Day before Contractor releases any external communications regarding a data breach. The Department Privacy Officer can be reached at ETFSMBPrivacyOfficer@etf.wi.gov .	\$2,500 - first violation \$5,000 - second violation \$10,000 - third and any additional violations \$100,000 annual maximum

II. Performance Standards for all three RFPs/Contracts: ETB0047 – Well-being Services, ETB0048 Mental Health Services, and ETB0049 Chronic Condition Management (continued)	Penalties
C. No Solicitation of Members:	
1. Contractor will 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
D. Account Management:	
Responses to the Department Program Manager and Department Ombudsperson:	\$150 per incident
1. Acknowledgment: One hundred percent (100%) of phone calls and emails from the Department to Contractor must be acknowledged by Contractor's Account Lead, or designated back-up, by 5:00 p.m. on the next Business Day.	
2. Resolution: Ninety-five percent (95%) of the Department's issues received by Contractor by phone call or email are resolved by the Contractor within five (5) Business Days of receipt.	\$150 per Business Day late
3. Written Inquiries: The Contractor will respond to one hundred percent (100%) of the Department's written inquiries sent to Contractor by mail within fifteen (15) Business Days of receipt.	\$250 per Business Day late
E. Prior Approval of Member Materials:	
1. All Contractor promotional materials must receive approval by the Department Program Manager prior to distribution to eligible Members. These materials include, but are not limited to: emails, letters, newsletters, fliers, posters, etc.	\$500 per incident
F. Customer Service - reported by Contractor:	
1. Telephone Response Time: At least eighty-five percent (85%) of all calls to Contractor's 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.	\$2,500 per quarter for each full percentage point below standard (maximum of \$12,500 per quarter)
2. Call Abandonment Rate: Less than five percent (<5%) of calls placed to Contractor's customer service will be 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.	\$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 (maximum of \$12,500 per quarter)
3. Notification of Disruption: Contractor will notify the Department Program Manager of any disruption in Contractor's customer service center availability or toll-free access regardless of reason for disruption, within one (1) hour of realization that a problem exists.	\$2,500 per incident
4. First call resolution rate: Ninety-five percent (95%) of calls to Contractor's customer service will be managed 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.	\$2,500 per quarter for each percentage point below the standard (maximum of \$12,500 per quarter)

II. Performance Standards for all three RFPs/Contracts: ETB0047 – Well-being Services, ETB0048 Mental Health Services, and ETB0049 Chronic Condition Management (continued)	Penalties
F. Customer Service - reported by Contractor (continued):	
5. Electronic Written Inquiry Response: Ninety-five percent (95%) of customer service issues submitted by email, website and web-portal are responded to by Contractor within two (2) Business Days, with a full resolution and response within five (5) Business Days	\$2,500 per quarter for each full percentage point below the standard (maximum of \$12,500 per quarter)
6. Written Inquiry Response: Ninety-eight percent (98%) of all written inquiries sent to Contractor via USPS are responded to within ten (10) Business Days of receipt.	\$2,500 per quarter for each full percentage point below the standard (maximum of \$12,500 per quarter)
7. Call Center Access: Dedicated toll-free telephone access to Contractor’s customer service center must be available between 8:00 a.m. and 5:00 p.m., CST/CDT, Monday through Friday, at a minimum, except for legal State holidays and other mutually agreed upon Contractor holidays, which will be updated by the Contractor and provided to the Department via email annually.	\$2,500 per each Day that call center access is unavailable during the stated hours of availability (maximum of \$12,500 per quarter)
8. Complaints and Grievances processing: Contractor must comply one hundred percent (100%) with the agreed upon requirements regarding Member complaints and grievances. Written responses must be provided within ten (10) Business Days.	\$2,500 per incident
G. Surveys - reported by Contractor:	
1. Conducting Surveys: The Contractor will conduct all surveys as specified in the Contract.	\$2,500 per survey requirement per quarter
2. Satisfaction Surveys*: The Contractor must achieve a ninety percent (90%) satisfaction rate or better (defined as “top two-box” satisfaction/approval using an approved standard 5-point survey tool) on all surveys required by the Contract. *Note: Requires a minimum of fifty percent (50%) survey participation or at least 100 Participants responding to each survey per quarter, whichever is less for each survey. Neutral responses and those left blank will be excluded from the performance calculation. *Each survey will be administered as agreed upon by the Department and Contractor.	\$2,500 per survey requirement per quarter
H. Website and Web-portal:	
1. Website Updates: The Department-approved website structure, pages and content will be available to Members no later than two (2) weeks prior to the annual Open Enrollment Period.	\$500 per Calendar Day late
2. Web-Portal Updates: The Department-approved web-portal structure, pages and content will be ready to launch two (2) weeks prior to the specified annual Program start date.	\$500 per Calendar Day late

II. Performance Standards for all three RFPs/Contracts: ETB0047 – Well-being Services, ETB0048 Mental Health Services, and ETB0049 Chronic Condition Management (continued)		Penalties
H. Website and Web-portal (continued):		
3. Availability: With the exception of scheduled maintenance, the Contractor’s website and web-portal must be available continuously. In the event of downtime, the Contractor must immediately notify the Department Program Manager of the expected duration of the downtime, post a notice on the website and provide a 24-hour “hotline” number for Members.		\$3,000 per incident. If the outage continues for more than 24 hours, an additional \$3,000 will be assessed per Calendar Day the website/web-portal is down/unavailable.
4. Approval of Changes: All content or navigation changes to the website and web-portal must not occur without the prior approval of the Department Program Manager.		\$3,000 per incident
I. Data Management:		
1. Eligibility File: The Contractor must accurately process all daily eligibility files received from the Department within two (2) Business Days of the Contractor’s receipt of the file.		\$500 per Business Day late
2. File Layout: The Contractor will provide data to other vendors of the GHIP in a mutually agreed upon format and timeline.		\$2,000 per incident
3. Data Transfer: Contractor must establish all vendor-to-vendor data transfers within ninety (90) Calendar Days of written notification from the Department.		\$500 per Calendar Day late
J. Reporting Requirements:		
1. Submission of Standard Reports: All reports submitted by the Contractor shall be in the format agreed to by the Department and the Contractor and delivered on or before the reporting deadline.		\$500 per Business Day late
2. Accuracy of Standard Reports: The Contractor shall ensure ninety-five percent (95%) of all reports submitted to the Department are accurate and complete on first submission. The Department will determine completeness of Contractor’s reports based on the required parameters of the report; accuracy of reports may be verified by the Department or the Department’s auditor via reviews of Contractor’s data used to generate the reports.		\$2,500 for a rate less than 95% per quarter
K. Data Warehouse Performance Standards & Penalties: assessed quarterly		
Data Deliverable/Requirement	Frequency/Due Date	Penalties
1. Program Participation Data Transfer: The Contractor must submit all Program participation data to the Department’s data warehouse vendor in the most recent file format agreed to by the Department, Contractor, and Department’s data warehouse vendor.	Due on the date agreed to by the Department, Contractor, and the Department’s data warehouse vendor	One thousand (\$1,000) dollars per Business Day for which the standard is not met
2. Data Warehouse Submission Delays: 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

II. Performance Standards for all three RFPs/Contracts: ETB0047 – Well-being Services, ETB0048 Mental Health Services, and ETB0049 Chronic Condition Management (continued)		Penalties
K. Data Warehouse Performance Standards & Penalties (continued): assessed quarterly		
Data Deliverable/Requirement	Frequency/Due Date	Penalties
3. Data File Corrections: Contractor must 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
4. Two-Chance Rule: During the initial Program implementation, the Contractor will have two (2) chances to submit acceptable data. The Contractor will be charged a penalty for each data file submitted after the second submission that is not accepted by the Department's data warehouse vendor.		One thousand seven hundred fifty dollars (\$1,750) for each submission after the allowed submissions
5. Once-Chance Rule: After implementation, during the ongoing operations of the Program, the Department will charge the Contractor a penalty fee for each data file submitted after the first submission that is not accepted by the Department's data warehouse vendor.		One thousand seven hundred fifty dollars (\$1,750) for each submission after the allowed submission(s)
6. Pass-Through Data Warehouse Penalties: The Department will pass through any penalties assessed by the Department's data warehouse vendor for failure to submit data in accordance with the Contract.		The penalty will be the amount charged by the Department's data warehouse vendor for Contractor's failure to meet the data submission requirements not otherwise subject to a penalty as described herein
7. Data Dictionary Changes: Contractor must notify the Department's data warehouse vendor of a change to the valid values or data fields in the Contractor's next data file submission	Due at least ten (10) Business Days before the next data file submission deadline	One thousand (\$1,000) dollars per Business Day for which the standard is not met

III. Risk Change Performance Guarantees – Applies to ETB0047 – Well-Being and ETB0049 – Chronic Condition Management

Calculation and Payment Terms

1. The Penalties for the Performance Guarantees listed in this Risk Change section are calculated annually within ninety (90) Calendar Days after the close of the Follow-up 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. Measurement for all Performance Guarantees in this Risk Change section will be based upon the defined populations within each standard.
3. 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.
4. 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.
5. Unless otherwise stated, **Fees at Risk are expressed as a percentage of the total amount of the Wellness Program PEPM plus the Chronic Condition 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.
6. 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.
7. 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.
8. 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. Health Assessment Cohort

Performance Guarantee	Percent of Annual Fees at Risk
<p>Achieve 1% net reduction in average number of health risks in Contractor’s standard modifiable health risk factors for each specified population as measured separately by comparing all HA completers in each Program year.</p> <p>Calculation of the Performance Guarantee $\frac{((\text{follow-up \# risks (PY2)} - \text{baseline \# risks (PY1)}) / \text{baseline \# risks (PY1)}) * 100}{100} = -x.x\%$</p>	<p>If WebMD does not achieve a 1% net reduction in the average number of health risks for Active Employees and Retirees, 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. Fees at risk do not apply to the spouse population.</p> <ul style="list-style-type: none"> • Less than a 0.50% reduction for active Employees. • Less than a 0.50% reduction for Retirees. • Total Fees at Risk if measurement is missed for both populations will be 1.0%. <ul style="list-style-type: none"> ○ Total Fees at Risk if measurement is missed for the active Employee population will be 0.75%. ○ Total Fees at Risk if measurement is missed for the Retiree population will be 0.25%.

III. Risk Change Performance Guarantees – Applies to ETB0047 – Well-Being and ETB0049 – Chronic Condition Management (continued)

1. Health Assessment Cohort (continued)

Performance Guarantee	Percent of Annual Fees at Risk
(see above)	<ul style="list-style-type: none"> • Greater than or equal to 0.50% but less than or equal to 0.74% reduction for active Employees. • Greater than or equal to 0.50% but less than or equal to 0.74% reduction for active Employees. • Total Fees at Risk if measurement is missed for both populations will be 0.375%. <ul style="list-style-type: none"> ○ Fees at Risk if measurement is missed only for the active Employee population will be 0.2812%. ○ Fees at Risk if measurement is missed only for the Retiree population will be 0.0937%. • Greater than or equal to 0.75% but less than or equal to 0.99% reduction for active Employees. • Greater than or equal to 0.75% but less than or equal to 0.99% reduction for Retirees. • Total Fees at Risk if measurement is missed for both populations will be 0.25%. <ul style="list-style-type: none"> ○ Fees at Risk if measurement is missed only for the active Employee population will be 0.1875%. ○ Fees at Risk if measurement is missed only for the Retiree population will be 0.0625%.

Assumptions:

Analysis of HA Cohort Risk Change is based on repeat HA completion, comparing average number of risks from an individual's first HA completed within the program year being evaluated by the PG to the same measure derived from the HA completed in the following the program year. HA Cohort Risk Change will be measured separately for the following populations:

- Active Employees (local and State)
- Retirees (local and state)

Timing of Cohort for Calculation:

Baseline HA Period / Program Year	Follow-up HA Period / Program Year	Deliverable Due Date
1/1/2024-12/31/2024	1/1/2025-12/31/2025	3/31/2026
1/1/2025-12/31/2025	1/1/2026-12/31/2026	3/31/2027
1/1/2026-12/31/2026	1/1/2027-12/31/2027	3/31/2028

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 ninety (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.
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 Participants within each population group 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.

III. Risk Change Performance Guarantees – Applies to ETB0047 – Well-Being and ETB0049 – Chronic Condition Management (continued)

1. Health Assessment Cohort (continued)

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 HA Period and Follow-up HA Period; 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 within each population group as of the Performance Guarantee Measurement Date, 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 Members.
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. Participants 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 Performance Guarantee 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 who have been made ineligible (due to employment termination, loss of eligibility for the Plan, or other mutually agreed custom criteria) by the ETF will be excluded from the calculation of the HA Cohort Risk Change Performance Guarantee.
2. Individuals who do not complete an HA in either the Baseline HA Period or the Follow-up HA Period will be excluded from the HA Cohort Risk Change Performance Guarantee calculation.

III. Risk Change Performance Guarantees – Applies to ETB0047 – Well-Being and ETB0049 – Chronic Condition Management (continued)

2. Lifestyle Health Coaching

Performance Guarantee	Percent of Annual Health Coaching Fees at Risk
<p>Achieve a 6% net reduction in the average number of health risks in WebMD's standard modifiable risk factors for Active Employees and 5% net reduction for Retirees, by comparing all High or Moderate Risk Lifestyle Health Coaching Program Participants who complete a HA in each Program year.</p> <p>Calculation of the Performance Guarantee:</p> $\frac{((\text{follow-up \# risks} - \text{baseline \# risks}) / \text{baseline \# risks}) * 100}{-x.x\%}$	<p>If WebMD does not achieve a 6% net reduction in the average number of health risks for Active Employees or 5% for Retirees, 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. Fees at risk do not apply to spouse populations.</p> <ul style="list-style-type: none"> • Less than a 5.50% reduction for Active Employees. • Less than a 4.50% reduction for Retirees. • Total Fees at Risk if measurement is missed for both populations will be 1.0%. <ul style="list-style-type: none"> ○ Fees at Risk if measurement is missed only for the active Employee population will be 0.75%. ○ Fees at Risk if measurement is missed only for the Retiree population will be 0.25%. • Greater than or equal to 5.50% but less than or equal to 5.74% reduction for Active Employees. • Greater than or equal to 4.50% but less than or equal to 4.74% reduction for Retirees. • Total Fees at Risk if measurement is missed for both populations will be 0.375%. <ul style="list-style-type: none"> ○ Fees at Risk if measurement is missed only for the active Employee population will be 0.2812%. ○ Fees at Risk if measurement is missed only for the Retiree population will be 0.0937%. • Greater than or equal to 5.75% but less than or equal to 5.99% reduction for Active Employees. • Greater than or equal to 4.75% but less than or equal to 4.99% reduction for Retirees. • Total Fees at Risk if measurement is missed for both populations will be 0.25%. <ul style="list-style-type: none"> ○ Fees at Risk if measurement is missed only for the active Employee population will be 0.1875%. ○ Fees at Risk if measurement is missed only for the Retiree population will be 0.0625%. <p>*Annual Health Coaching Fees means 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:

Analysis of Lifestyle Health Coaching Cohort Risk Change is based on repeat HA completion, comparing average number of risks from an individual's first HA completed within the program year being evaluated by the PG to the same measure derived from the HA completed in the following the program year. Lifestyle Health Coaching Cohort Risk Change will be measured separately for the following populations:

- Active Employees (local and State);
- Retirees (local and State).

III. Risk Change Performance Guarantees – Applies to ETB0047 – Well-Being and ETB0049 – Chronic Condition Management (continued)

2. Lifestyle Health Coaching (continued)

Timing of Cohort for Calculation:

Baseline HA Period / Program Year	Follow-up HA Period / Program Year	Deliverable Due Date
1/1/2024-12/31/2024	1/1/2025-12/31/2025	3/31/2026
1/1/2025-12/31/2025	1/1/2026-12/31/2026	3/31/2027
1/1/2026-12/31/2026	1/1/2027-12/31/2027	3/31/2028

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 ninety (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.
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 the Baseline HA Period and Follow-up HA Period; 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 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 as of the Performance Guarantee Measurement Date, 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 Members.
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. Participants will 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 Performance Guarantee 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.

III. Risk Change Performance Guarantees – Applies to ETB0047 – Well-Being and ETB0049 – Chronic Condition Management (continued)

2. Lifestyle Health Coaching (continued)

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 Participants 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 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

Performance Guarantee	Percent of Annual Health Coaching Fees at Risk
<p>Achieve a 2% net reduction in the average number of health risks in Contractor's standard modifiable health risk factors for Active Employees and 1% net reduction for Retirees, by comparing all Condition Management Coaching Program Participants who complete a HA in each Program year.</p> <p>Calculation of the Performance Guarantee $((\text{follow-up \# risks} - \text{baseline \# risks}) / \text{baseline \# risks}) * 100 = -x.x\%$</p>	<p>If WebMD does not achieve a 2% net reduction in the average number of health risks for Active Employees or 1% for Retirees, 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. Fees at risk do not apply to the spouse population.</p> <ul style="list-style-type: none"> • Less than a 1.50% reduction for Employees. • Less than a 0.50% reduction for Retirees. • Total Fees at Risk if measurement is missed for both populations will be 1.0%. <ul style="list-style-type: none"> ○ Fees at Risk if measurement is missed only for the Active Employee population will be 0.75%. ○ Fees at Risk if measurement is missed only for the Retiree population will be 0.25%. • Greater than or equal to 1.50% but less than or equal to 1.74% reduction for Active Employees. • Greater than or equal to 0.50% but less than or equal to 0.74% reduction for Retirees. • Total Fees at Risk if measurement is missed for both populations will be 0.375%. <ul style="list-style-type: none"> ○ Fees at Risk if measurement is missed only for the active Employee population will be 0.2812%. ○ Fees at Risk if measurement is missed only for the Retiree population will be 0.0937%.

III. Risk Change Performance Guarantees – Applies to ETB0047 – Well-Being and ETB0049 – Chronic Condition Management (continued)

3. Condition Management Coaching (continued)

Performance Guarantee	Percent of Annual Health Coaching Fees at Risk
(see above)	<ul style="list-style-type: none"> • Greater than or equal to 1.75% but less than or equal to 1.99% reduction for Active Employees. • Greater than or equal to 0.75% but less than or equal to 0.99% reduction for Retirees. • Total Fees at Risk if measurement is missed for both populations will be 0.25%. <ul style="list-style-type: none"> ○ Fees at Risk if measurement is missed only for the active Employee population will be 0.1875%. ○ Fees at Risk if measurement is missed only for the Retiree population will be 0.0625%. <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:

Analysis of Condition Management Coaching Cohort Risk Change is based on repeat HA completion, comparing average number of risks from an individual's first HA completed within the program year being evaluated by the PG to the same measure derived from the HA completed in the following the program year. Condition Management Coaching Cohort Risk Change will be measured separately for the following populations:

- Active Employees (local and State)
- Retirees (local and State)

Timing of Cohort for Calculation:

Baseline HA Period / Program Year	Follow-up HA Period / Program Year	Deliverable Due Date
1/1/2024-12/31/2024	1/1/2025-12/31/2025	3/31/2026
1/1/2025-12/31/2025	1/1/2026-12/31/2026	3/31/2027
1/1/2026-12/31/2026	1/1/2027-12/31/2027	3/31/2028

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 ninety (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.
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 HA Period and Follow-up HA Period; no substantive changes to the HA instrument are made between the Baseline and Follow-up Program Years.

III. Risk Change Performance Guarantees – Applies to ETB0047 – Well-Being and ETB0049 – Chronic Condition Management (continued)

3. Condition Management Coaching (continued)

5. After applying exclusions listed in the Condition Management Coaching Cohort Risk Change Exclusions list 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 as of the Performance Guarantee Measurement Date, 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 Members.
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. Participants 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 Performance Guarantee 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 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.

IV. Risk Change Performance Guarantees - Applies only to RFP ETB0048 – Mental Health Services

1. Mental Health Coaching

Performance Guarantee

Healthy Outcome: At least 50% of individuals who participate in a lifestyle health coaching program and connect with a stress specialist will improve their perceived ability to cope with stress, as measured via the Interim Request Questionnaire administered by the coach.

Percent of Coaching Fees at Risk

1.0% of annual Mental Health PEPM Fees payable as liquidated damages

Assumptions / Exceptions

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

1. ETF implementation of a proposed and consistent comprehensive program model, including HA, targeted Lifestyle Health Coaching, and population-based health education opportunities in each Program year
2. ETF will implement a pre-launch and a launch campaign, delivered through a combination of modalities agreed upon by both Parties such as overview brochures, flyers, email, weblets, banners, Coming Soon posters and Splash pages.
3. WebMD will be able to send at a minimum monthly communication via mailings, emails, or IVR outreach to Members.
4. ETF will implement mutually-agreed upon promotion/communication/incentive strategy over the Program year.
5. ETF implements WebMD's standard engagement strategy for Lifestyle Health Coaching programs.
6. Participants shall be required to provide accurate email addresses upon WebMD ONE Portal registration.
7. Calculation is based on a minimum sample of 30 individuals with pre-assessment and post-assessment data.