

Contract Amendment

This contract amendment, made and entered into this _____ day of _____, 20____, by and between the County Executive and/or his designee, Cuyahoga County, Ohio, (the County) on behalf of the Department of Human Resources and Wellness IQ located at 4700 Rockside Road, Summit 1, Suite 530, Independence, Ohio 44131, incorporates the following into Contract CE1200077 to add certification for the wellness program for County employees in the amount not-to-exceed \$61,550.00 over three years to pay for the SBE requirement left out of the original award, which will increase the annual amount \$20,516.66 per year.


By entering into this contract amendment I agree on behalf of the contracting or submitting business entity, its officers, employees, subcontractors, sub grantees, agents, or assigns, to conduct this transaction by electronic means by agreeing that all documents requiring County signatures may be executed by electronic means, and that the electronic signatures affixed by the County to said documents shall have the same legal effect as if that signature was manually affixed to the paper version of the document. I also agree on behalf of the aforementioned entities and persons, to be bound by the provisions of Chapters 304 and 1306 of the Ohio Revised Code as they pertain to electronic transactions, and to comply with the electronic signature policy of Cuyahoga County.

Additional Funds

This amendment will increase funding not-to-exceed \$61,550.00 to cover the SBE requirement over the three year period. This request brings the total value of the contract not-to-exceed \$1,291,398.00.

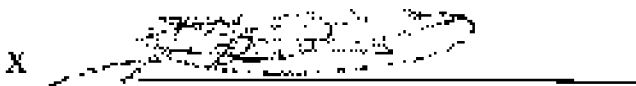
All remaining terms and conditions of the Contract remain in effect.

Edward FitzGerald, County Executive



X 2013-01-10 14:29:05

Edward FitzGerald, County Executive
For Cuyahoga County

X 
Jim Dustin, Principal
For Wellness IQ

WELLNESS IQ, INC. SERVICE AGREEMENT
JANUARY 1, 2012

This Agreement is entered by and between Cuyahoga County (hereinafter referred to as "the County") and Wellness IQ, Inc. (hereinafter referred to as "WIQ") for the provision of Vitality Wellness Services to and for the benefit of County employees participating in the County's health benefit plans.

Scope of Services

- I. WIQ shall provide the products and services included in its "Response to Request for Proposal for Wellness Programming Platform RFP21089" ("Response to the RFP"). The County's Request for Proposals 21089 ("RFP") and WIQ's Response to the RFP shall be incorporated as a part of this Agreement and shall be binding on WIQ including, but not limited to, the "Scope of Work/Solution/Project Narrative," "Deliverables," "Methodology" and "Project Management" sections of the "Project Understanding" component of the Response to the RFP (Introduction and Project Understanding Portions of the Response to RFP are attached as Exhibit C). WIQ shall make good faith best efforts to encourage use of the wellness program by County employees.
- II. At the Direction of the County, WIQ shall provide, through its subcontractor Gianfagna Strategic Marketing, Inc., a Small Business Enterprise certified by the County, the services described in the "Proposed Services/Scope of Work" section of Exhibit A of the Response to the RFP.
- III. WIQ shall make available the following services to all County employees participating in the County's health benefit plans (hereinafter referred to as "members") through Vitality Wellness Services:
 1. Implementation and maintenance of the Vitality Wellness Program;
 2. Interactive website for each member;
 3. Individualized personal pathway to success for each member;
 4. Customized goals for each member;
 5. Verified and comprehensive data management;
 6. Electronic customized communication throughout the program;
 7. Verified standard reporting on a monthly, quarterly and annual basis;
 8. Attendance at county health fairs to promote vitality and wellness education;
 9. Vitality customer service line;
 10. Ongoing support of the vitality wellness program to Cuyahoga County and members, including but not limited to, Educational Training and Vitality Champion program management.

Compliance With Privacy Laws

To the extent permitted and/or required by local, state and federal laws (e.g. HIPAA), all information that is provided by the County or the members to WIQ and/or Vitality shall be deemed confidential. This information shall only be utilized in performing wellness services on behalf of the County and the members. WIQ and Vitality shall comply with all applicable local, state and federal privacy laws. WIQ may share information with third parties only as required to provide the wellness services that are agreed to by the County. Records that are provided to WIQ will remain County property and will be returned to the County upon request. WIQ shall have the right to maintain copies. Any information contained in such copies shall remain confidential and shall not be shared except as required by law.

WIQ retains the sole right to all of its proprietary computer programs, systems, methods, procedures and all files developed by WIQ. All information provided to the County or to Vitality by WIQ, including data, recommendations, proposals or reports, is confidential and cannot be disclosed to any third parties unless superseded by "sunshine" legislation and as such WIQ and Vitality understand and acknowledge that Cuyahoga County is a public entity subject to any and all Ohio public records/sunshine laws and is required to release documents that are defined as public records by the state statute. These public records may, and probably will, include confidential information as described in this Agreement. WIQ understands that the provisions of this Agreement are subject to Ohio public records law, and agrees that Cuyahoga County shall not be liable for any release of confidential information which is released in reasonable belief that the release is required by law.

Given the status of WIQ as a privately held company and its confidentiality agreements currently in place with its vendor, Vitality, WIQ considers pages marked in this contract "Confidential" to be trade secret, proprietary or confidential and not subject to disclosure under ORC 149.43. The County makes no representation or agreement, express or implied, as to the legal conclusions of WIQ in this regard.

In the event that the County or any of the wellness plans that the County sponsors are required to enter into business associate agreements with WIQ in order to satisfy the requirements of the Health Insurance Portability and Accountability Act (HIPAA), the regulations implementing the Act or any other similar law, the County agrees to execute, or to arrange for the plans to execute business associate agreements similar in form and substance to Exhibit A attached.

Compensation

See attached Exhibit B.

Term

The term of this Agreement shall be three years from the effective date and shall renew if and when the County provides written notice to WIQ of its intent to renew each subsequent year unless otherwise terminated by the parties as set forth in "Termination".

Termination

The County or WIQ may submit notice of intent to terminate this Agreement, with or without cause, by giving the other party at least thirty (30) days prior written notice. The effective date of termination by the County shall be the date of termination that is specified in the notice sent to WIQ by the County, but no earlier than 30 days. The effective date of termination by WIQ shall occur no earlier than 30 days of the County's receipt of the notice and after the County has been given a reasonable opportunity to implement services through an alternative provider and only at the conclusion of a plan year. WIQ shall assist the County in the transition caused by its termination of the Agreement. In the event of termination, WIQ will be entitled to receive payment of invoice through the remainder of the month in which the effective date of termination occurs.

Waivers

The failure of either party to insist on strict compliance with this Agreement, or to exercise any rights, hereunder shall not be construed as a waiver of any of the rights or privileges contained herein.

Modifications

This Agreement may be amended only by written agreement executed by both parties.

Exclusive Agreement

This Agreement, to include the RFP and the Response to the RFP, contains the entire understanding of the parties and supersedes all prior agreements and understandings between the parties, whether written or oral.

Severability

If any part of this Agreement is held unenforceable, the rest of the Agreement will continue in effect.

Applicable Law

This Agreement will be governed by the laws of the State of Ohio.

No Partnership

This Agreement does not create a partnership relationship. WIQ does not have authority to enter into contracts on Cuyahoga County's behalf.

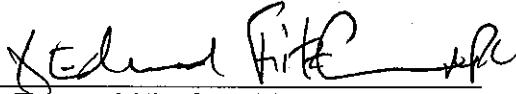
Electronic Signatures

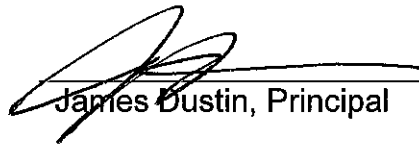
By entering into this agreement WIQ agrees on behalf of the contracting or submitting business entity, its officers, employees, subcontractors, agents or assigns, to conduct this transaction by electronic means by agreeing that all documents requiring Cuyahoga County signatures may be executed by electronic means, and that the electronic signatures affixed by the group to said documents shall have the same legal effect as if that signature was manually affixed to a paper version of the document. WIQ also agrees on behalf of the aforementioned entities and persons, to be bound by the provisions of Chapters 304 and 1306 of the Ohio Revised Code as they pertain to electronic transactions, and to comply with the electronic signature policy of Cuyahoga County.

Accepted and Agreed

Cuyahoga County

Wellness IQ, Inc.


Edward FitzGerald,
County Executive


James Dustin, Principal

2/14/2012
Date

Date

EXHIBIT A
BUSINESS ASSOCIATE CONTRACT

This Business Associate Contract ("Contract") is entered into by and between the Cuyahoga County ("Plan"), and WellnessIQ, Inc. ("Business Associate"), which are collectively referred to hereinafter as the "Parties."

WHEREAS, the Plan has engaged Business Associate to carry out services which may require the use and disclosure of Protected Health Information, as defined below;

WHEREAS, the Parties intend to protect the privacy of protected health information disclosed to Business Associate in compliance with the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and regulations promulgated thereunder; and

WHEREAS, the Plan is a covered entity and Business Associate is a business associate under HIPAA;

NOW THEREFORE, in consideration of the mutual promises below, the parties agree as follows:

1. Definitions.

- 1.1. Business Associate. "Business Associate" means WellnessIQ, Inc.
- 1.2. Designated Record Set. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 C.F.R. § 164.501, which is hereby incorporated by reference. Solely for informational purposes, a "designated record set" generally includes the Plan's enrollment, payment, claims adjudication and case or medical management records relating to a particular individual, as well as other protected health information used, in whole or in part, by or for the Plan to make decisions about the individual, whether maintained by the Plan or a business associate. The term "record" means any item, collection or grouping of information that includes Protected Health Information.
- 1.3. Disclose. "Disclose" means release, transfer, provide access to, or divulge in any other manner, information outside the entity holding the information.
- 1.4. Individual. "Individual" means the person who is the subject of the Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g), which is hereby incorporated by reference. Solely for informational purposes, a "personal representative" generally means a parent of an unemancipated minor, the executor of an individual's estate or a person with authority to act on behalf of an adult or an emancipated minor in making decisions related to health care.
- 1.5. Privacy Rule. "Privacy Rule" means the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E, as may be amended.

-
- 1.6. Protected Health Information. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 164.501, which is hereby incorporated by reference, but limited to the information created or received by Business Associate from or on behalf of the Plan. Solely for informational purposes, "protected health information" generally means information that directly or indirectly identifies an individual and relates to that individual's physical or mental health or condition, provision of health care to the individual, or the individual's payment for health care.
 - 1.7. Required By Law. "Required By Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.501, which is hereby incorporated by reference.
 - 1.8. Secretary. "Secretary" means the Secretary of the Department of Health and Human Services or his designee.
 - 1.9. Use. "Use" means, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such information within an entity that maintains such information.
 - 1.10. Breach. "Breach" shall mean the acquisition, access, use or disclosure of PHI in a manner not permitted by the Privacy Rule that compromises the security or privacy of the PHI as defined, and subject to the exceptions set forth in 45 C.F.R. 164.402.
 - 1.11. Compliance Date. "Compliance Date" shall mean, in each case, the date by which compliance is required under The American Recovery and Reinvestment Act of 2009 (ARRA) and/or its implementing regulations, as applicable.
 - 1.12. Electronic Protected Health Information. "Electronic Protected Health Information" (ePHI) shall mean PHI that is transmitted or maintained in electronic media.
 - 1.13. Security Rule. "Security Rule" shall mean the federal security regulations issued pursuant to the Health Insurance Portability and Accountability Act of 1996, as amended from time to time, codified at 45 CFR Parts 160 and 164 (Subparts A & C).
 - 1.14. Services. "Services" shall mean, to the extent and only to the extent they involve the creation, use or disclosure of PHI, the services provided by Business Associate to the Plan under the Agreement. All references to ARRA shall be deemed to include all associated implementing regulations, when and as each is effective.
 - 1.15. Terms used, but not otherwise defined, in this Contract shall have the same meaning as those terms in 45 C.F.R. §§ 160.103 & 164.501 (or any other relevant provisions of the Privacy Rule).

2. Obligations of Business Associate Relating to the Privacy Rule

- 2.1. Limitation on Uses and Disclosures. Business Associate shall not use or disclose Protected Health Information in a manner other than as permitted or required by this Contract or as Required By Law.
- 2.2. Appropriate Safeguards Against Disclosures of Protected Health Information. Business Associate shall use appropriate safeguards to prevent use or disclosure of Protected Health Information other than as provided for by this Contract.

-
- 2.3. Reporting Improper Uses or Disclosures of Protected Health Information. Business Associate shall report to the Plan any use or disclosure of Protected Health Information of which it becomes aware that is not provided for by this Contract.
 - 2.4. Business Associate's Agents and Subcontractors. Business Associate shall ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of the Plan, agrees to the same restrictions and conditions that apply through this Contract to Business Associate with respect to such information.
 - 2.5. Access to Protected Health Information. Business Associate shall make available Protected Health Information in accordance with 45 C.F.R. § 164.524. Access shall be provided at the request of the Plan in a timely manner to protected Health Information in a Designated Record Set, to the Plan or as directed by the Plan, to an individual in order to meet the requirements under 45 C.F.R. § 164.524.
 - 2.6. Amendments to Protected Health Information. Business Associate shall make available Protected Health Information for amendment and incorporate any amendments to Protected Health Information in accordance with 45 C.F.R. § 164.526. Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Plan directs or agrees to pursuant to 45 C.F.R. § 164.526.
 - 2.7. Accounting of Certain Disclosures of Protected Health Information. Business Associate shall make available the information required to provide an accounting of disclosures in accordance with 45 C.F.R. § 164.528.
 - 2.8. Governmental Access to Business Associate's Internal Practices, Books & Records. Business Associate shall make its internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information available to the Secretary for purposes of the Secretary determining the Plan's compliance with the Privacy Rule.
 - 2.9. Mitigation of Harmful Effect: Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

3. Permitted Uses and Disclosures of Protected Health Information by Business Associate

- 3.1. Generally. Except as otherwise limited in this Contract, Business Associate may use or disclose Protected Health Information on behalf of, or to provide services to, the Plan for the following purposes, if such use or disclosure of Protected Health Information would not violate the Privacy Rule if done by the Plan
 - 3.1.1. assistance with enrollment
 - 3.1.2. assistance with eligibility issues
 - 3.1.3. assistance with claims processing and claims appeals
 - 3.1.4. review of Plan experience and recommendations as to plan design
 - 3.1.5. assistance with continuation health care coverage administration
 - 3.1.6. de-identification of protected health information

3.1.7. creation of summary health information

3.1.8. creation of a limited data set

3.1.9. any other services requested by the Plan which are payment activities or health care operations within the meaning of the Privacy Rule.

3.2. Management, Administration and Legal Responsibilities of Business Associate.

Business Associate may use Protected Health Information in its possession for the proper management and administration of Business Associate or for carrying out its legal responsibilities.

Business Associate may disclose Protected Health Information for the proper management and administration of Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

3.3. Data Aggregation. Business Associate may use Protected Health Information to provide data aggregation services to the Plan as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B), which is hereby incorporated by reference. Solely for informational purposes, "data aggregation services" generally means the combination of protected health information from multiple covered entities to permit the creation of data for analyses that relate to the health care operations of the respective covered entities.

3.4. Obligations of Plan Relating to the Privacy Rule

3.4.1. Limitations in Notice of Privacy Practices. The Plan shall provide Business Associate with its Notice of Privacy Practices created in accordance with 45 C.F.R. § 164.520. The plan shall promptly provide Business Associate with any amendments or changes to its Notice of Privacy Practices throughout the term of this Contract.

3.4.2. Changed in Permission by Individuals. The Plan shall notify Business Associate of Any changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information, to the extent such changes may affect Business Associate's permitted or required uses or disclosures of Protected Health Information.

3.4.3. Restrictions on Uses or Disclosures of Protected Health Information. The Plan shall notify Business Associate of any restriction on the use or disclosures of Protected Health Information that Plan has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's permitted or required uses or disclosures of Protected Health Information.

3.4.4. Impermissible Requested by Plan. The Plan shall not request Business Associate to Use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by the Plan. Notwithstanding the foregoing, Business Associate may use or disclose Protected Health Information for its own data aggregation, management and administrative activities to the extent permitted by this Contract.

3.4.5. Authorizations. The Plan shall obtain all authorizations necessary for any uses or disclosures of Protected Health Information contemplated under this Contract.

4. Health Information Technology for Economic and Clinical Health Act, Subtitle D

Provisions of the American Recovery and Reinvestment Act of 2009, 42 U.S.C. §§17921-17954, and all implementing regulations (collectively, "ARRA"), and to restate the permitted uses and disclosures for research.

- 4.1. With regard to Business Associate's use and/or disclosure of PHI, as of the respective Compliance Date of each referenced obligation, Business Associate agrees:
 - 4.1.1. to comply with the HIPAA Security Rule requirements in accordance with 42 U.S.C. § 17931;
 - 4.1.2. with respect to any use or disclosure of Unsecured PHI not permitted by the Privacy Rule that is caused solely by Business Associate's failure to comply with one or more of its obligations under this Amendment, the Plan hereby delegate to Business Associate the responsibility for determining when any such incident is a Breach and for providing all legally required notifications to Individuals, HHS and/or the media, on behalf of the Plan. Business Associate shall provide these notifications in accordance with the security breach notification requirements set forth in 42 U.S.C. §17932 and 45 C.F.R. Parts 160 & 164 subparts A, D & E as of their respective Compliance Dates, and shall pay for the reasonable and actual costs associated with such notifications. In the event of a Breach, without unreasonable delay, and in any event no later than sixty (60) calendar days after Discovery, Business Associate shall provide the Plan with written notification that includes a description of the Breach, a list of Individuals (but not to a plan sponsor ineligible to receive PHI) and a copy of the template notification letter to be sent to Individuals;
 - 4.1.3. to request, use and/or disclose only the minimum amount of PHI necessary to accomplish the permitted purpose of the request, use or disclosure; provided, that We shall comply with 42 U.S.C. § 17935(b); and
 - 4.1.4. to comply in all respects with all Our other obligations in accordance with ARRA, including without limitation, 42 U.S.C. §§ 17934(b), 17935(c), (d) & (e), and 17936(a) & (b)
- 4.2. With regard to Business Associate's use and/or disclosure of ePHI, Business Associate shall, as of the compliance date of the Security Rule
 - 4.2.1. implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the ePHI that we create, receive, maintain or transmit on behalf of Plan.
 - 4.2.2. ensure that any and all of Business Associate's subcontractors or agents to whom we provide ePHI agree in writing to implement reasonable and appropriate safeguards to protect such ePHI; and
 - 4.2.3. report to Plan any Security Incident of which we become aware, in accordance with 45 CFR Section 164.314(a)(2)(c).

5. Term and Termination of Business Associate Contract

- 5.1. **Term.** This Contract shall be effective as of January 1, 2012 or the date the business associate relationship arises. Upon termination, all Protected Health Information provided by the Plan to Business Associate, or created or received by Business Associate on behalf of the Plan, must be destroyed or returned to the Plan, or, if it is infeasible to return or destroy the Protected Health Information, protection must be extended to such information, in accordance with the termination provisions in the Article.
- 5.2. **Termination For Cause.** Upon either Party's knowledge of a pattern of activity or Practice by the other Party that constitutes a material breach or violation of a material term of this Contract, the non-breaching Party shall:
 - 5.2.1. provide a reasonable opportunity for the breaching Party to cure the breach or end the violation, and terminate this Contract and any underlying services agreement if the breaching Party does not cure the breach or end the violation within the time specified by the non-breaching Party; or
 - 5.2.2. immediately terminate this Contract upon breach of a material term of this Contract if cure is not possible; or
 - 5.2.3. if neither termination nor cure are feasible, report the violation to the Secretary.
- 5.3. **Effect of Termination.** The Parties agree and acknowledge that return or destruction of Protected Health Information upon the termination of this Contract is infeasible. Upon termination of this Contract, Business Associate shall extend the protections of this Contract to protected Health Information in its possession and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

6. Indemnification

Wellness IQ, Inc. acknowledges that as a political subdivision, the County is prohibited by law from entering into an indemnification agreement and that no provision of this Agreement or any other agreement between Wellness IQ, Inc. and the County may be interpreted to obligate the County to indemnify Wellness IQ, Inc. or any other party.

7. Miscellaneous

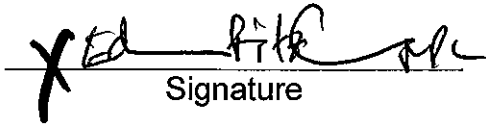
- 7.1. **Regulatory References.** A reference in this Contract to a section in the Privacy Rule means the section as in effect or as amended, and for which compliance is required. Whenever a reference is made to a specific part, subpart or section of the Privacy Rule, such reference shall be deemed to include any successor part, subpart or section with the same or a similar purpose.
- 7.2. **Amendment.** The parties agree to take such action as is necessary to amend this Contract from time to time as is necessary for the Plan to comply with the requirements of the Privacy Rule and HIPAA.
- 7.3. **Survival.** The respective rights and obligations under Article V9c) and Article VI of this Contract shall survive the termination of this Contract.

-
- 7.4. Interpretation. The provisions of this Contract shall prevail over any provisions in any applicable services agreement, or any operation activity under any such agreement that conflicts with or is inconsistent with this Contract. Any Ambiguity in this Contract shall be resolved in favor of meaning that permits the Plan to comply with the Privacy Rule and Electronic Transaction Rule.
- 7.5. No Third Party Beneficiaries. Nothing express or implied in this Contract is intended to confer, nor shall anything contained herein confer upon any person other than the Parties and their successors and assigns, any rights, remedies, obligations or liabilities whatsoever.
- 7.6. Headings. The headings and subheadings used in this Contract are for convenience only and shall not be deemed controlling in any conflict involving interpretation of this Contract.
- 7.7. Separability. If any provisions of this Contract is held invalid or unenforceable, Such invalidity or unenforceability shall not affect any other provisions, and the Contract shall be construed and enforced as if such provision had not been included.

Accepted and Agreed

"Plan"

Cuyahoga County



Signature

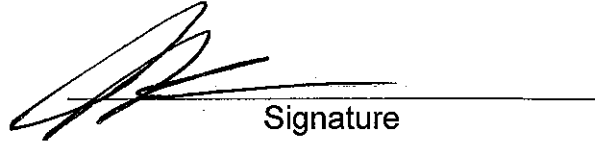
Edward FitzGerald,
County Executive

Printed Name, Title

Date

"Business Associate"

WellnessIQ, Inc.



Signature

James Dustin, Principal

Printed Name, Title

Date

**EXHIBIT B
WELLNESSIQ COMPENSATION**

Fee Structure

Vitality Wellness Services, through WIQ, charges a per employee per month (PEPM). The PEPM fee is calculated from a monthly eligibility file that Cuyahoga County provides WIQ. In addition to the PEPM fee, there is a one time set up fee of \$1,000 (waived for Cuyahoga County).

WellnessIQ Vitality rate is guaranteed as follows:

		Total based on employee estimates:
January 2012 – December 2012	\$5.00 PEPM	\$372,660.00
January 2013 – December 2013	\$5.50 PEPM	\$409,996.00
January 2014 – December 2014	\$6.00 PEPM	\$447,192.00

Preliminary initial estimate is based off of current enrolled employees for the month of September, 2011 which is broken out as follows:

Kaiser:	730
Mutual Health Services:	1,014
United Healthcare:	2,192
Medical Mutual:	<u>2,275</u>
TOTAL:	<u>6,211</u>

- Communications Plan \$7,500
- Communications Tactics (select one)
 - Direct mail postcard \$2,400
 - Poster, banner, and table tent \$3,300
 - Email (.jpg format) \$1,800
 - Payroll stuffer \$1,800
- Project and Production Management \$1,500
- Out of Pocket Not to exceed 5% of Expenses \$915

Cost for the Communications Plan to be provided through Gianfagna Strategic Marketing, Inc., is in addition to the cost of Vitality (outlined above).

Payment Terms

Vitality Wellness Services are billed in advance of the current month and require a one month deposit for service to be activated. Thereafter, WellnessIQ, Inc. will bill monthly.

Additional Options (Confidential) – Not covered in the above fee structure

Pedometers

Pedometers are not included in the above requested price. WellnessIQ, Inc. can provide two different options as follows:

Option A: Omron Model HJ-720ITFFP - \$39.99 each¹ (Pricing subject to change with 30 days notice)

- Our unique integration allows members who walk 5,000 steps or more on a daily basis to be awarded Vitality Points. The downloading of steps via a seamless digital process allows for an enhanced customer experience.
- Omron Pedometers are subject to a 30 days return policy. WIQ is not responsible for lost or broken pedometers. WIQ does not supply replacement batteries.

Option B: Fitbug - \$45.00 Each¹ (Pricing subject to change with 30 days notice)

- Our unique integration allows members who walk 10,000 steps or more on a daily basis to be awarded Vitality Points. The downloading of steps via a seamless digital process allows for an enhanced customer experience.
- Members will receive a weekly email and access to an activity report so they can keep track of how many points they have earned.
- Price: \$45.00 each includes the Fitbug Pedometer and the first year membership, plus shipping and handling. Renewal for the membership each year is \$15.00.

If Cuyahoga wishes to purchase Pedometers, payment is due net 10 upon the receipt of the WellnessIQ, Inc. invoice (Note: pedometers are listed as an additional option and are not included in the base pricing).

Hummingbird Coaching Services - \$1.25 PEPM

Clients are paired with a personal coach based on their goals and challenges. Our coaches guide, motivate, provide customized resources and help clients to set achievable goals. Since the coach stays with the client throughout the program, a trusting relationship is formed which increases engagement and leads to real behavior change.

¹ Pricing is subject to change with 30 day notice.

Not Subject to ORC 149.43

Given WIQ's status as a privately held company and the Confidentiality agreements currently in place with its vendor, Vitality, WIQ considers pages marked in this contract "Confidential" to be trade secret, proprietary or confidential and not subject to disclosure under ORC 149.43. The County makes no representation or agreement, express or implied, as to the legal conclusions of WIQ in this regard.

ATTACHMENT C

INTRODUCTION AND PROJECT UNDERSTANDING PORTIONS OF RESPONSE TO RFP

Introduction

EXECUTIVE SUMMARY

Recognizing that not enough commitment was given to the use of preventative measures in the health care industry, Wellness IQ was founded with a clear vision in mind. It's not enough to just treat illnesses anymore. It is well documented that early detection of illness, tracking of lifestyles that lead to disease, and education that promotes healthy living are truly the best ways to improve one's health.

Wellness IQ's concern is not only for the health and well being of people, but also for the rising costs of health care incurred by their employers, and the consequence of these costs on the quality of care. With this in mind, Wellness IQ has assembled a team dedicated to providing research-based services and products to identify the health risk categories within corporations, medical fitness facilities, and physician's practices.

Wellness is a journey and each client's path is unique. Wellness IQ was formed to guide its clients along that path, continuing to stay adaptable in an ever-changing market. We at Wellness IQ want to guide you along that path. Wellness IQ has developed a four-element strategy:

- **EDUCATE** our clients and their employees on the importance of wellness to the organization's workplace environment and bottom line.
- **ENGAGE** employees to be good consumers of healthcare and build camaraderie through a common goal of living healthier lives around physical activity and personal planning.
- **MEASURE** the progress of our clients' health through standardized HIPAA compliant methods. Creating a fun and accessible environment through unique consumer tools.
- **REWARD** our clients and their employees with lower healthcare costs, less absenteeism and improved quality of life.



Home | What is Wellness | About Us | Contact Us
Wellness IQ (888) 899-1007



Introduction

How We Help

It seems like wellness is everywhere these days. How does it work? What does my company hope to gain from a wellness program? Will this program affect my company in a positive way? I want to help my employees but how do I start?

Let Wellness IQ take you through the wellness process. Our trained staff and hands-on approach to wellness will make the journey easier to navigate. Our programs will increase positive attitudes, passion and productivity in your employees while decreasing low morale, absenteeism and health care costs so you can maintain your bottom line.

On-line Health Risk Assessments

– A confidential and simple self-reporting on-line tool to help you create a baseline to start your program. Our effective assessment applications give participants powerful health status feedback. Individual assessments are available for overall health, nutrition, fitness, heart disease and stroke.

Vitality – Vitality is an all-inclusive electronic health management system which WellnessIQ partnered with in 2010. Vitality is an incentive based program with over 2.5 million members worldwide. It is a comprehensive wellness program that integrates worksite activities with online tools and resources. Additionally, it boasts an incentive point system with the option of an electronic prize mall or yearly premium reductions.

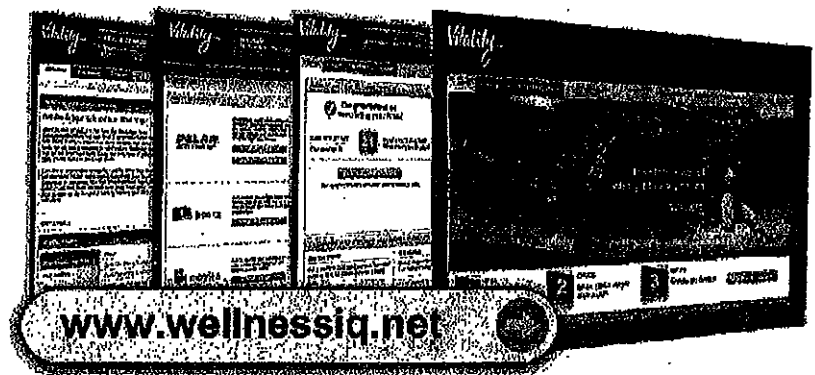
Health Resource Library – Looking to make a change? Through Vitality, individuals can explore resources for help in making specific health behavior changes. We have compiled a wide variety of helpful resources for assistance along the way.

Biometric Screening Services – Allow participants to view locations, dates and times of the next screening/health related event and schedule or cancel an appointment. Back-office functionality to handle over the phone scheduling.

On-site Wellness Assessment – Our trained staff of Wellness Coordinators will do an on-site evaluation of your company facilities to ensure maximum participation in wellness product offerings.

On-Site Activities - Participants may enroll in upcoming classes from an on-line course catalog. Advanced functionality allows managers to control the number of attendees and even create a waiting list for full classes. Some of our classes include: Healthy Cooking Demo's, Pilates, Yoga, TaiChi, Kickboxing, Jazzercise, Circuit Training, Line Dancing, and Zumba¹.

Incentive Point System – Design tailored incentive programs to capture participation and encourage healthy living. Set basic parameters for the program and define possible triggers, effective dates, points and more.



¹ Classes can vary based on location

Introduction

Financial Return

Wellness programs are a long-term investment. Many of our clients ask, "What type of ROI should I see? What are the keys to seeing these returns and how long do I have to wait for these results?"

As a rule of thumb, the average return to the employer is about \$1.50 to \$3 per participating employee for every dollar spent on wellness. Companies should be seeing these types of returns or savings within three to five years of launching a wellness program.

By and large, the long-term cost savings from a wellness program will be driven by the following:

- Upper management commitment and participation
- Communication and trust to the employees
- Simple programs that are clearly understood
- Multiple programs and modes to reach people during their stage of change
- Employee participation above 60% of eligible employees
- 3 year plan with dedicated budget
- Employee incentives

Here are some recent studies that have established benchmark data on wellness ROI you can use as a guideline:

According to the Centers for Disease Control, more than 75% of employers' health care costs and productivity losses are related to employee lifestyle choices. A \$1 investment in wellness programs saves \$3 in health care costs, according to the Wellness Council of America.

Three surveys by the Wellness Alliance noted a Return on Investment of \$1.50 to \$2.53 has a return of \$1.00 spent on their wellness programs.

A Highmark BCBS four year analysis yielded an ROI estimate of \$1.65 to \$1.90 for every dollar spent. Highmark was the developer of a comprehensive health promotion program based on its review of evidence-based health promotion interventions at the workplace.

The image is a screenshot of a digital interface for completing a Health Reimbursement Arrangement (HRA). At the top, it says "Plan Allowing Use of Funds from the HRA". Below that is a checkmark icon and the text "Congratulations on completing your HRA!". In the center, there is a large number "50" inside a circle, labeled "YOUR VITALITY AGE". To the left of the circle, it says "Your adjusted age: 45". To the right, it asks "What is my Vitality Age?" and "What are my health risks?". At the bottom, there is a button that says "VIEW VITALITY STATEMENT" and a link that says "View my recent activities and Vitality Bucks earned to date."

Project Understanding (Confidential)

It is WellnessIQ's understanding that Cuyahoga County new wellness approach is to increase the existing deductible's on the medical/rx plan and implement a health reimbursement account for each employee. Employee's will use the wellness program to receive credit for wellness status which will reduce the deductible as a reward for achieving healthy habits.

WellnessIQ is excited to provide the Vitality Wellness Platform to help Cuyahoga County achieve their goals. One of the biggest risks for some wellness programs is an improper design resulting in numerous issues, including:

- Reduction in the ability to drive engagement on an ongoing basis
- Activities that do not produce the appropriate clinical outcomes
- Incentives and drivers that are improperly allocated and that increase costs and reduce ROI

The Vitality tool has program design and tools to drive engagement down to a science. That's because actuarial, behavioral, and clinical sciences form the fundamental underpinnings of the program, which recognizes key drivers of wellness success, including the need for extensive information, aspirational rewards, affordable access, convenience, spousal influence, and workplace culture.

SCOPE OF WORK/SOLUTION/PROJECT NARRATIVE

The following represents a brief description of the solutions that WellnessIQ proposes for the County. The corresponding cost for these services is included in the pricing proposal.

WellnessIQ recommends implementing our featured Vitality Platform as the Wellness Initiative for Cuyahoga County. WellnessIQ will handle the full implementation, including Pre-Launch, Launch, and Post Launch communication.

Vitality Product: Vitality is a proprietary health enhancement program that has been tested and refined internationally for more than a decade. The program utilizes sophisticated health behavior change models supported by an actuarially-developed incentive program. Providing services to more than 2.5 million individuals around the world, the program is designed specifically to mitigate health risks and lower healthcare costs. Vitality includes the following key differentiators:



- Unique insight and expertise in the use of incentives to create behavior change in the healthcare environment
 - Robust scientific models underlying the product, with over 150 million member months worth of wellness-related experience (our focus is on wellness, rather than general incentive delivery).
 - Determination of incentive amounts based on an understanding of how various activities affect claims cost, which delivers a more ROI-effective solution per intervention.
 - Status-based program that uses actuarial models to measure progression and success on the basis of risk factor improvement, not simply on undertaking an activity.
 - Proven results in delivering health behavior change, improved health outcomes and cost savings which have been the source for several independently published health journal articles.
- Flexibility in all aspects of delivery. Reward model can be adapted to any combination of merchandise, lottery, and charity.
 - Broad and flexible incentive platform that can be varied based upon company budget and objectives. Incentives can be varied to include the choice from thousands of free merchandise items from the Vitality Mall, lottery prizes, discounted vacation packages, health club subsidies, charitable contributions, and contribution adjustments.
 - Focus on verifiable activities and outcomes of health improvement with incentives for 30+ activities that result in the mitigation of risk factors resulting in healthcare claims reduction.
 - Platform has the capability to expand and change over time to accommodate your needs. Merchandise can initially be used to drive behavior change. As intrinsic behaviors are more rooted in Cuyahoga County's population, the program has the ability to expand to other constructs such as using charity as the motivating force.
- The program is constructed with an understanding of behavioral barriers.

Project Understanding (Confidential)

- Robust network creates accessibility and affordability in all aspects of the program.
- Social community networks via Vitality Champs and challenges promote the wellness culture and provide employees with a familiar local resource to assist them in living a healthy lifestyle.
- Personalized approach that is tailored to each individual's needs and that stretches across the continuum of health. In the case of healthy individuals, the emphasis is on keeping the member out of the healthcare system, for example, by promoting physical activity. In contrast, in the case of individuals who are considered at-risk, the emphasis may be on factors such as regular preventive screening and disease management compliance. Similarly, the program caters to the health needs of different age groups, ranging from children to the elderly.
- It drives behavior through the use of rich and immediate rewards, which is far more effective than seeking individuals to change behavior for health reasons alone. Vitality further has an Intelligent Incentives™ structure that allows for different reward types that have differing underlying behavior motivators (for example, self-interest versus loss aversion).
- Integrated, turnkey implementation supported by Vitality's Implementation manager to ensure members are educated and excited about the Vitality launch and able to receive rewards for their healthy lifestyle choices, which include utilizing preventive care services and disease management compliance.
- Interventions that address 14 different modifiable risk factors and conditions.
- Seamless reporting of activities, such as workouts at over 14,000 partner health club locations or the use of downloadable heart rate monitors, pedometers, or smart phone applications, results of biometric screenings – provided at significant discounts and automatically integrated from over 4,000 locations nationwide – and on disease management compliance.
- Robust tracking and reporting in aggregate and by branch allowing for the ability to measure success by location and to set up competitions among locations to drive increased engagement.
- Extensive experience working collaboratively as the primary integrator with other vendors for many of our clients and can deliver the same for Cuyahoga County. WellnessIQ pulls together the other components of Cuyahoga County's wellness initiatives. We will integrate the services with the Vitality program, manage the relationship, and track and report on program outcomes.
 - Allows for administration ease and intelligent actionable reporting in a comprehensive nature for Cuyahoga County as the employer.
 - For Cuyahoga County employees and dependents, we serve as a single source of information over an entire suite of offerings providing incentives to drive a clear actionable path.
- HIPAA Compliant
 - Vitality and all partners used to deliver the program are fully compliant with all HIPAA, GINA, and similar standards. All aspects of the program are designed with personal data protection as the primary requirement. HIPAA compliance is contractually enforced. SSL is used as a mechanism to protect network communication. An application to application integration security is ensured through the use of a homegrown Kerberos security framework.
- User Friendly Platform
 - The HRA, as well as all aspects of the program, are communicated in a manner that is free of technical jargon and easy to understand for the participants. A significant effort has been undertaken to ensure that the website, HRA, and all other material are intuitive, interactive, and understandable for all.
- Contribution Manager
 - As outlined throughout the RFP, we are fully capable of integrating with the Health Reimbursement Account

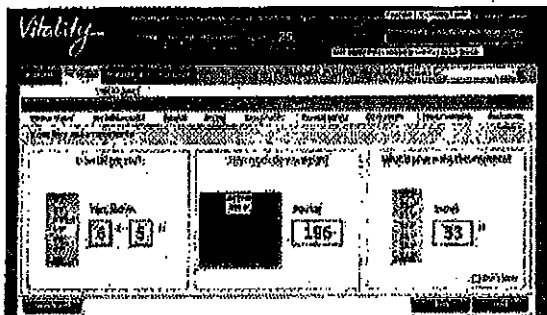
Project Understanding (Confidential)

DELIVERABLES

Interactive Website

Members start the Vitality Program by completing a Health Risk Assessment (HRA) which is an online questionnaire. The HRA encompasses much more than a clinical tool, but represents the starting point of a personal journey and call to action towards better health and wellness. Vitality covers key demographic, clinical, and behavioral questions in a tree-like fashion, but consider the process and the manner the questions are used just as important. People get bored with an endless list of questions (online and in paper form), which leads to inaccurate or default results. A critical element for is the actual user interface. Every attempt has been made to make the HRA fun and interactive to ensure maximum engagement and learning.

The HRA, as well as all aspects of the program, are communicated in a manner that is free of technical jargon and easy to understand for participants. A significant effort has been undertaken to ensure that the website, HRA, and all other material are intuitive, interactive, and understandable for all.



Results from the online HRA assessments are available immediately. Additionally, members have the ability to print and share results of all aspects with their personal physician.

Targeted lifestyle management activities are centered on modifiable lifestyle choices such as physical inactivity, poor nutrition, excess weight, stress, high cholesterol, high blood pressure, and smoking. A core component of the Vitality program is our robust lifestyle management or coaching modules. Coaching is set as a goal for the member based on his or her identified risk factors.

Three types of coaching options are offered, provided in partnership with Healthwise and Self-HelpWorks – a Course, Campaign, or Conversation. Each activity is designed to help the member learn more about a specific health risk or condition by promoting a change in behavior and lifestyle – all of which result in reduced risks and healthier decision making.

- **Courses** are online sessions that help members evaluate the way they think about themselves, their life and their lifestyle. Each course, led by a certified trainer, is a transformational multimedia program teaching simple personal empowerment principles that are practical and enlightening. The course trainer motivates, educates, and demonstrates how to apply the simple but powerful concepts to even the most difficult challenges in life. Each course is 5-8 sessions that are approximately 30 minutes in length, and members must complete assignments and quizzes to progress in the program. The courses available are:
 - Living Easy: Stress & Resilience
 - Living Fit: A 90-Day Walking Challenge
 - Living Free: Quitting Smoking
 - Living Lean: Nutrition and Lifestyle Management
 - Living Smart: Managing Alcohol Consumption
- **Campaigns** are online self-management programs providing members with tailored information throughout the life of the program to help the member live a healthier, happier life. A campaign involves periodic secure messages that bring members personal stories, magazine-style articles, and interactive conversations while guiding them through difficult, complex issues in an encouraging way. The campaigns cover the following topics:
 - Arthritis
 - Asthma
 - COPD
 - Coronary Artery Disease
 - High Blood Pressure
 - High Cholesterol
 - Low Back Pain
 - Pre-Diabetes

Project Understanding (Confidential)

- Pregnancy
 - Type II Diabetes
- **Conversations** are engaging online programs that focus on small, sustainable solutions and speak directly to the member and their health needs. The conversations are:
- Asthma and Controller Medications
 - Beta-Blockers to Prevent Another Heart Attack
 - Daily Aspirin to Prevent Heart Attacks
 - Dealing with Low Back Pain
 - Diabetes and A1c Testing
 - Getting Active
 - Healthy Eating
 - Healthy Thinking
 - Healthy Weight
 - Quitting Smoking Again

As part of these programs, members also have access to support tools such as short audios to review key concepts, power tips of the week, and weekly live online radio support meetings where a member can ask questions, challenge the instructor, and get help with personal needs by calling, sending an email, or instant messaging.

In addition to the coaching options, we offer Healthwise articles in the Health Library on the following risk factors:

- Alcohol
- Asthma
- Chronic Back Pain
- COPD
- Coronary Artery Disease
- Diabetes
- Excess BMI
- High Blood Pressure
- High Blood Sugar
- High Cholesterol
- Poor Fitness / Inactivity
- Poor Nutrition
- Rheumatoid Arthritis
- Smoking
- Stress

The following Health Tools for members are also available in our Health Campus.

Health and Fitness Tools	Lifestyle Checkup Tools	Pregnancy Tools
<ul style="list-style-type: none"> – Are you at risk for a heart attack? – What is your target heart rate? – Is your weight increasing your health risks? – How many calories did you burn? – Are you at risk for osteoporosis? 	<ul style="list-style-type: none"> – Are you ready to quit smoking? – How does smoking affect your lifespan? – How does smoking increase your risk of heart attack? – How much is smoking costing you? – Do you have a drinking problem? – What is your level of alcohol consumption? – Are you depressed? – How well do you bounce back? – What is your stress level? 	<ul style="list-style-type: none"> – From embryo to baby in 9 months – When are you most fertile?

Project Understanding (Confidential)

Ability to Obtain Immediate Feedback

Results from the online HRA assessments are available immediately. Additionally, members have the ability to print and share results of all aspects with their personal physician.

Information gathered from the HRA is used to determine a risk-adjusted age called Vitality Age that can be used as a barometer of health status. The Vitality Age can be compared to actual age to provide an easy-to-understand indication of health status.

Post-completion of the HRA, each participant is passed through a risk filter that adjusts his or her individual program based on risk, age, and gender. Each individual is provided a Personal Pathway. This assessment is dynamic and updates based on biometric data received and program participation. Vitality gathers information from the member, analyzes it, and provides ongoing feedback on appropriate goals and activities that will help the member to manage his or her health.

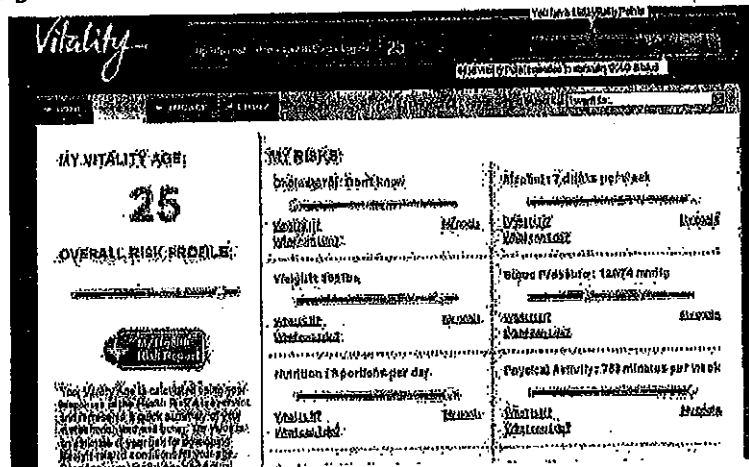
Verifiable information obtained from biometric screenings (Vitality Check) is integrated into the program and overwrites self-reported HRA for the purposes of determining the Vitality Age and Personal Pathway.

As members complete activities carefully chosen to address their specific risk factors, they earn Vitality Points. As an additional motivation, engaged members have the ability to achieve higher Vitality Status based on their total Vitality Points earned. To ensure current information in subsequent years, members must complete the HRA each year in order to enjoy any Vitality Rewards during that year.

The ability to thoughtfully use the HRA information to encourage change is integral to successful outcomes. Vitality's personalized risk journey, coupled with strategic incentives and risk tracking, differentiates us from the market.

Members are also provided timely information on the results of screenings. Upon completion of the HRA, members are provided a Personal Health Record (PHR) called the Health Results Report. The Health Results Report provides the member with an analysis of his or her own personal risks. This is presented in a graphic format with a visual cue of "red, yellow, and green" to engage the individual in the detail.

Vitality ensures members are aware of their progress. Upon completion of each activity, the member receives notification that their Vitality Statement has been updated and is driven back to the website. This continual engagement ensures that the risks identified in the HRA remain pertinent and relevant to the member.



Utilization and compliance is automatically tracked and reported in monthly activity and quarterly risk reports. Over 30 verifiable activities are automatically tracked and rewarded by Vitality. As an example, Vitality Points are awarded for disease management enrollment and compliance.

From an employer perspective, monthly Activity Reports are provided that show the usage of key activities such as Health Risk Assessment completion and other Vitality Point earning activities. Quarterly Reports demonstrate behavior change milestones and the value delivered through the program.

Our reports track and evaluate population health behaviors, risks, and status over time. The reports also identify and stratify the prevalence of risks and chronic conditions of the population. Vitality measures goal selection, activities contributing towards a goal, goal achievement, and maintenance. Almost all activities and outcomes are validated. Risk Reports demonstrate year-over-year risk migrations and statistics on your population. The Claims and Risk Analysis is available if claims are provided. Produced annually, the Claims and Risk Analysis evaluates the impact of Vitality on healthcare costs.

Project Understanding (Confidential)

Activity Reports are delivered via email. Quarterly reports are designed to be presented along with accompanying account support from WellnessIQ. An Account Manager will meet with the group to review results, identify areas of improvement, and provide recommendations for increased engagement to drive return on Investment (ROI).

Rewards/Point System

Behavioral science has been used to create the Vitality program which recognizes key drivers of success including the need for extensive information, aspirational rewards, affordable access, convenience, spousal influence and workplace culture.

Many people have difficulty changing health behaviors because it requires trade-offs between immediate consumption and delayed and often intangible health benefits. Experience proves that incentivizing initial and ongoing participation in health and wellness programs expands reach and promotes enhanced results.² Effectively designed incentive programs can provide individuals with quick and tangible feedback to help motivate them to participate in short-term activities that are actually in their long term best interest³.

Points are earned throughout the year and immediately available following the completion of activities. Milestones occur when individuals obtain Vitality Status. Vitality Status is an actuarially derived achievement level. Studies have found that achievement of higher Vitality Status correlates to a reduction in healthcare costs.

As status must be earned each year, short term actions are transformed into long term behaviors. Ongoing rewards for activities and results continue to reinforce positive behaviors. A wide variety of incentives appeal to individual preferences and are used as the motivator to drive long term behavior change.

As members complete wellness activities carefully chosen to address their specific risk factors, they earn Vitality Points, which drive the Vitality Status, which drives the amount of Incentive received. As an additional motivation, members achieve higher Vitality Status based on activities completed and total Vitality Points earned. Higher Vitality Status results in enhanced rewards; with Cuyahoga County, the greater the status achieved, the greater contribution towards the Healthcare Reimbursement Account.

All members have access to the Vitality Jackpot. Under the Vitality Jackpot, Vitality conducts 100 draws each month with eligibility opened up to all its members. If drawn, a member selects a reward that varies based upon their Vitality Status at the time of draw. If a Blue Vitality Status member is drawn, he or she is given one month to achieve Bronze Vitality Status in order to collect their prize. Sample reward options are as follows:

Blue/Bronze:	2 free movie tickets, iTunes gift card or similar
Silver:	iPod shuffle, Polar F7 or similar
Gold:	Nintendo Wii with Wii Active, Flip HD camcorder or similar
Platinum:	46" flat screen TV, 7-night Marriott Signature package or similar

Differentiating rewards by Vitality Status leverages the threat of regret as a motivator to increase Vitality engagement.

Vitality will provide their Equitable Contribution Manager™, a proprietary tool, to integrate with Cuyahoga's payroll system or Health Reimbursement Account to allocate a higher or lower share of health plan costs to the employee depending on Vitality engagement. This approach can reduce annual costs to you through employee contribution adjustments, while encouraging employee accountability for lifestyle choices.

Programming of Website

The Vitality health enhancement solution is a holistic and outcome-based program providing health education, goals, tools, incentives, and real-time reporting to drive positive behavior change. The solution pulls together seemingly disparate components of wellness, delivering broad and seamless access to a robust network of fitness, screening, education, coaching, and other wellness partners. The Vitality program provides a single, comprehensive access point for all wellness interaction with the member.

² Rula, Elizabeth, and Sacks, Russ. (Vol. 1; June 3, 2009). Incentives for Health and Wellness Programs: Strategies, Evidence and Best Practice. Outcomes and Insights In Health Management.

³ Volpp, Kevin G. (February 2009). Paying people to Lose Weight and Stop Smoking. Issue Brief 14(3). Leonard Davis Institute of Health Economics.

Project Understanding (Confidential)

Participants begin by completing a Health Risk Assessment (HRA). The Vitality HRA is an interactive online tool that gathers information about each of the 14 modifiable health risk factors and conditions targeted by Vitality.

Information gathered from the HRA is used to determine a risk-adjusted age called Vitality Age™. The Vitality Age is compared to actual age, providing a powerful visual tool that serves as a constant barometer of overall health status. The Vitality Age calculation is dynamic and adjusts throughout the year as new data is gathered by the program.

At the core of Vitality is Personal Pathways™, a proprietary system developed by Vitality which personalizes an engagement plan for each individual. Building a unique Personal Pathway is an interactive process: Vitality gathers information from the member, analyzes it, and provides ongoing feedback on appropriate goals and activities that will help the member to manage his or her health.

As members complete wellness activities carefully chosen to address their specific risk factors, they earn Vitality Points. As an additional motivation, members achieve higher Vitality Status® based on activities completed and total Vitality Points earned. Higher Vitality Status results in increased contribution into the Healthcare Reimbursement Account. Ongoing rewards for activities and results continue to reinforce positive behaviors. A wide variety of incentives appeal to individual preferences and are used as the motivator to drive sustained behavior change.



Carrier System Interaction

WellnessIQ/Vitality has experience integrating many external vendors into our Vitality program. We have extensive experience working collaboratively as the primary integrator with other vendors for many of our clients and can deliver the same for Cuyahoga County. We will work as a team with Vitality and Cuyahoga to set up triggers within the Vitality system to provide data to external clinical vendor partners and will integrate the services with the Vitality program, provide incentives (Vitality Points) for participation, manage the relationship, and track and report on program outcomes. Our program is vendor-agnostic in the manner that it can integrate with numerous different services and vendors.

Vitality is well versed in the integration requirements and has integrated with other nationwide carriers such as Aetna's ActiveHealth, CIGNA, OptumHealth, and Medical Mutual. This integration draws in disease management (DM) and claims files which trigger incentive allocations. All transfers are completed in a secure format always maintaining HIPAA compliance. Vitality currently integrates with a number of DM firms, including Aetna's ActiveHealth, to enhance compliance. ActiveHealth has measured an 81% increase in the DM participation rate for Vitality members as a result of its incentives versus their overall book of business. Triggers can be set up within the Vitality system to pass data on eligible candidates to external DM or health improvement companies. Vitality will receive electronic data feeds back from these vendors to automatically reward Vitality Points for members that enroll and comply with their programs.

Login ID's

Vitality has many years of experience with single sign-on and has successfully integrated with multiple third parties, clients, and with all our vendors. Vitality has also accommodated various forms of single sign-on which includes a SAML frame for single sign-on with clients. Specifications are available upon request.

Vitality is also well versed in the integration requirements and has integrated with many other customers' portals. All transfers are completed in a secure format always maintaining HIPAA compliance.

HIPAA Compliance

Both WellnessIQ and Vitality are fully HIPAA compliant. Vitality and all partners used to deliver the program are fully compliant with all HIPAA, GINA, and similar standards. All transfers are completed in a secure format always maintaining HIPAA compliance. All aspects of the program are designed with personal data protection as the primary requirement.

As an example, Vitality has a central security store that is hosted in Novell Identity Management Server. This central repository pushes data to all the various security stores like AD, Oracle for customer applications, and many others. Each user is identified as unique entity and has security attributes like workflow pools, groups, systems functions and roles. These are then interpreted by the homegrown applications to determine what parts of the system and which process the user can access.

Project Understanding (Confidential)

SSL is used as a mechanism to protect network communication. An application to application integration security is ensured through the use of a homegrown Kerberos security framework.

WellnessIQ/Vitality Visibility

WellnessIQ will attend all County health fairs and provide a data access point to promote Vitality utilization and educate County employees on the ease and benefits of earning Points.

Marketing

An extensive marketing overview has been provided under Section IV, Project Reporting.

Methodology

WellnessIQ has a clear understanding of the objectives provided by Cuyahoga County and will follow a strict plan to ensure these objectives are met. We have chosen the Vitality Platform because of the ability to integrate, verify, and effectively track data from several different angles including, but not limited to, 14,000 partner health clubs, over 55 compatible devices, 4,000 retail locations (CVS & Walgreens), healthy living services, and carrier integration capabilities.

PROJECT SCHEDULE

A typical installation of the Vitality product runs best on a 90 day timeline. However, based on the RFP parameters, we would need to implement within 60 days so we have included a 60 day sample timeline for your review.

Task	Due Date
Legal	
Sign and Execute WellnessIQ Services Agreement	11/01/11
Marketing and Communications (To be finalized after communications meeting)	
Pre-Launch	
Define Pre-launch campaign	11/07/11
Vitality prelaunch posters	11/21/11
Email teaser 1	12/05/11
Email teaser 2	12/12/11
Email teaser 3	12/19/11
PDF of Vitality flyers sent to client	Last week of December
Launch and Post Launch	
Vitality launch poster up around the office(s)	01/03/12
Intranet/Portal goes live with info on Vitality	01/03/12
Information about Vitality to appear on employee newsletter ⁴	01/03/12
Email to announce member education meetings - venue/time	01/05/12
Eligibility	
Implementation Kick Off Meeting	11/01/11
Review Implementation File Formats	11/01/11
Answer questions on eligibility file	11/14/11
FTP Set up	11/01/11
Eligibility Test File Sent to Vitality	11/14/11
Eligibility Production File Sent to Vitality	11/15/11
Vitality Check	
Decide on biometric screening vendor- Onsite or not/ dates	12/16/11
Discuss HealthFair Dates	12/01/11
Complete Scheduler Template	Dependent on Screening Date
Vitality to send eligibility file to Vendor	Dependent on Screening Date
Scheduler Instructions- Send to Employees	Dependent on Screening Date
Online Scheduler Open to Employees	Dependent on Screening Date
Online Scheduler Closed	Dependent on Screening Date
Vendor Prepares for Event	Dependent on Screening Date
Onsite Screenings Begin	Decided in 12/15 Meeting
Employee Outreach	
Engagement Meeting to Plan Events	12/01/11
Define strategy to do Employee Outreach	12/01/11
Schedule Employee Education sessions	12/01/11
Recruit Vitality Champs	January Education Sessions
Provide training to Vitality Champs via Webinar	02/01/12
Onsite Education Sessions	All of January

⁴ If Applicable

Methodology

Task	Due Date
Claims Integration (If Applicable)	
Reach out to Carrier Account Manager/Exec	11/01/11
DM Integration- (If applicable)	
Overview of DM ⁵ Program	12/01/11
Review of DM Files and Data	12/01/11
Receive Test Files	01/15/12
Receive Production Files	02/15/12
Contribution Manager	
Define Contribution Manager parameters (HRA)	11/15/11
Define reporting requirements and frequency	11/15/11
Communicate plan to employees	Employee Education Sessions
Post Implementation Monitoring	
Ongoing Review Eligibility Files	01/03/12
Ongoing Review Claims	02/01/12
Regular Meetings with Wellness and Engagement Managers	01/03/12

EVALUATION PLAN

Projects are assessed and managed based on the required reasons and timing of the project. It is our job to manage the deadlines that were set forth by the County and WellnessIQ. Deadlines are set and managed under a set of assumptions that may or may not change. Our role is to deliver the end result in a fashion that meets or exceeds your expectations.

Once the Vitality program is underway, the project will be continuously evaluated through a series of reports (sampling provided in Exhibit D).

⁵ Disease Management

Project Management (Confidential)

Projects are managed either individually or as a team. Once objectives and goals are identified, staff is assigned, and held accountable for the deliverable. The team and organization structure is outlined in the WellnessIQ Organization chart provided in Section V. Ultimate authority falls to the lead consultants Jim Dustin and Tom Calto.

PROJECT CONTROL

During implementation, WellnessIQ will take a lead role in coordinating all activities. Activities are tracked and managed through our Implementation Timeline that is monitored electronically as due dates approach. Reminders and status updates can be viewed by all team members.

Once the program is up and running, Vitality Champs⁶ (see Exhibit I) will encourage their colleague to engage in the Vitality program and provide feedback to their WellnessIQ team member to organize, lead and communicate local activities, campaigns and contests to help improve participation.

PROJECT REPORTING

Being a company with strong actuarial analysis skills, the program and reports have been developed by the Vitality actuarial team to provide the most sophisticated and thorough understanding of all aspects.

From an employer perspective, we provide monthly Activity Reports that show the usage of key activities such as Health Risk Assessment completion and other Vitality Point earning activities. Quarterly Reports demonstrate behavior change milestones and the value delivered through the program.

Our reports track and evaluate population health behaviors, risks, and status over time. The reports also identify and stratify the prevalence of risks and chronic conditions of the population. We measure goal selection, activities contributing towards a goal, goal achievement, and maintenance. Almost all activities and outcomes are validated. Risk Reports demonstrate year-over-year risk migrations and statistics on your population. The Claims and Risk Analysis is available if claims are provided. Produced annually, the Claims and Risk Analysis evaluates the impact of Vitality on healthcare costs. Please refer to attachments for sample employer reporting packages.

Name of Report	Report Metrics	Frequency
Activity Report	Provides utilization and participation numbers	Monthly
Quarterly Report	Provides participation levels, identified risks, evaluation of program progress	Quarterly
Risk Report	Provide risk transitions over time	Annual
Claims and Risk Analysis ⁷	Provides financial impact of Vitality on overall claims costs	Annual (if claims are provided)
Status Report	A review of the members by Vitality status level	As requested
Health Risk Assessment Completion	Percentage of the population that has completed the Health Risk Assessment	As requested

Activity Reports are delivered via email. Quarterly reports are designed to be presented along with accompanying account support from The Vitality Group. An actuarial analyst or Account Manager will meet with the group to review results, identify areas of improvement, and provide recommendations for increased engagement to drive return on investment (ROI). Sample reports are included in Exhibit D.

⁶ The Vitality Champ is a motivated employee of the County who takes on a leadership role in Wellness.

⁷ Additional Charge apply

Project Management

INTERFACE WITH THE COUNTY

All team members are expected to keep clients up-to-date on progress and task completion. Our contact points include:

- Champ Team (monthly conferences)
- Benefits Department (after implementation, Cuyahoga will need to provide monthly data eligibility feeds while WellnessIQ will keep Cuyahoga up to date with monthly, quarterly and annual reporting⁸)

RISK MANAGEMENT

One of the biggest risks for some wellness programs is an improper design resulting in numerous issues, including:

- Reduction in the ability to drive engagement on an ongoing basis
- Activities that do not produce the appropriate clinical outcomes
- Incentives and drivers that are improperly allocated and that increase costs and reduce ROI

The Vitality tool has program design and tools to drive engagement down to a science. That's because actuarial, behavioral, and clinical sciences form the fundamental underpinnings of the program, which recognizes key drivers of wellness success, including the need for extensive information, aspirational rewards, affordable access, convenience, spousal influence, and workplace culture.

⁸ Timing of Vitality reports will be based on the County's needs. Timing of Vitality Status reports will be provided to the Health reimbursement carrier and will be available to the County if required.