

RESTATED

WORKFORCE HEALTH EMPLOYER SPONSORED HEALTH SERVICES AGREEMENT

THIS RESTATED AGREEMENT (“**Agreement**”) is made effective as of _____, 2014 (the “**Effective Date**”), by and between **Froedtert Health, Inc., d/b/a Froedtert & Medical College of Wisconsin Workforce Health**, a Wisconsin nonstock corporation (“**WFH**”), and the City of Milwaukee (“**Customer**”).

RECITALS

- A. WFH furnishes health and wellness services to employers, such as Customer.
- B. These services are provided through WFH’s affiliated health care entities, including, but not limited to, Froedtert Memorial Lutheran Hospital, Inc., Community Memorial Hospital of Menomonee Falls, Inc., St. Joseph’s Community Hospital of West Bend, Inc., and Froedtert & the Medical College of Wisconsin Community Physicians, Inc.
- C. The services include online health risk assessment services, health and wellness coaching services, on-site clinical services, employment screenings, fitness examinations and other health and wellness services.
- D. WFH’s “Proposal for City of Milwaukee Wellness and Prevention Program June 2010” is hereby incorporated by reference. However, to the extent the terms of this Agreement conflict with the terms described in such proposal, the terms of this Agreement shall control.
- E. WFH and Customer entered into an agreement for Employer Sponsored Health Services, effective November 1, 2010.
- F. Customer, as an employer, desires to furnish the services, and WFH desires to provide the services, on the terms and conditions set forth in this Restated Agreement.

AGREEMENTS

IN CONSIDERATION of the Recitals and the mutual covenants that follow, the parties agree as follows:

1. SCOPE OF SERVICES.

- 1.1 WFH shall furnish to Customer the health and wellness services set forth in Engagement Statements in the form attached hereto as **Schedule A2** (the “**Services**”). Additional Services shall be added to this Agreement by execution of additional Engagement Statements.
- 1.2 Customer acknowledges and agrees that the online personal wellness profile and report component (“**Online HRA Services**”) of the health risk assessment Services

("HRA Services") shall be provided through contracted third parties approved in writing by Customer, which approval shall not be unreasonably withheld, conditioned or delayed. Laboratory services shall be provided for by either a WFH affiliated health care entity, as defined in paragraph 17 herein, or a third party approved in writing by Customer, which approval shall not be unreasonably withheld, conditioned or delayed. At the election of a Customer employee, or his/her spouse/domestic partner, laboratory testing may be performed by or at the direction of the individual's personal physician; WFH shall not bear the expense of this testing. If an individual so elects, WFH will remit \$22.00, representing the cost to WFH for lab testing, to each individual upon timely submission of required lab results.

1.3 The parties may add or terminate a Service, or revise the nature, price, frequency, or availability of an existing Service, upon mutual agreement at any time. The parties will enter into or revise the relevant Engagement Statement to reflect the agreed upon Services. Either party may propose such a change at any time by written notice to the other party, but no such proposed change shall take effect unless and until agreed to in writing by both parties.

2. WFH OBLIGATIONS.

2.1 WFH shall comply with all applicable laws, rules, regulations, and the standards of conduct and ethics applicable to WFH's line of work. WFH shall protect the confidentiality of Customers' employees' (and their spouses/domestic partners') health and other personal information in the following manner: In performing the Services, WFH shall, and shall require its subcontractors to, provide a system that implements and maintains Federal Information Processing Standard (FIPS) 140-1 and 140-2 accredited Cryptographic Modules for the encryption of individual data in motion and data at rest. In accordance with this standard, if flash drives are part of the system, WFH shall specify that only Apricorn's AEGIS Secure Key flash drives be used. Verification of implementation of these systems shall be subject to section 7.6 of this agreement.

2.2 WFH shall timely complete all records and reports reasonably required by Customer to document the Services.

2.3 WFH shall devote such time as is reasonably necessary to provide the Services and perform the Services in a manner consistent with the care, diligence and skill as are ordinarily possessed and exercised by similarly-situated health care professionals performing similar services. WFH shall also ensure the compliance of any contractor providing the Services, including, for clarity, HRA Services, as required by law.

2.4 WFH shall obtain licenses needed for Customer to use the HRA Services.

2.5 For Services furnished onsite at Customer's location, WFH shall require that personnel at Customer's worksite follow all applicable policies/procedures of Customer. In the event there is a conflict between the policies/procedures of WFH and the policies/procedures of Customer, the parties will attempt to amicably resolve the conflict.

2.6 In the event that WFH learns of any actual or potential unauthorized disclosure of personally identifiable information concerning any individual participating in Services pursuant the Agreement, WFH will provide notice to Customer within five business days. WFH will include in any subcontract that is entered into while this Agreement is in effect a requirement that, if a subcontractor learns of any such unauthorized disclosure, such subcontractor will notify WFH within 48 hours, or such longer period as Customer may agree to in writing.

3. CUSTOMER OBLIGATIONS.

3.1 Customer shall support WFH in the provision of the Services by, unless otherwise set forth on an Engagement Statements, furnishing such staff, scheduling space, support, and supplies requested by WFH as are necessary to perform the Services.

3.2 For Services provided at Customer's site, Customer shall provide adequate and safe space and equipment for WFH and its personnel as reasonable and necessary for the provision of the Services under this Agreement, and the utilities, housekeeping, maintenance, repairs, and other support services that are reasonable and necessary. If requested by WFH in relation to the Services that are provided on site, Customer shall provide a secure storage area for equipment, supplies, records, confidential information, and other materials belonging to WFH. Onsite Services require an office in a quiet area allowing for proper physical assessment of the patient. The office should be large enough for the practitioner to provide proper physical assessment and treatment of the patient. The office must also provide privacy for sound and vision with shades/coverings available to cover any windows. Ceiling must be enclosed for private conversation. If the office cannot be locked, locking file cabinets for medical record storage must be provided.

3.3 Customer shall provide WFH with access to aggregate Customer safety and health data that is to be used in the development of custom designed Wellness initiatives, if requested.

3.4 Customer shall refrain from using or distributing products, handouts, tools, or wellness activities obtained under this Agreement in any manner not authorized in writing by WFH. Any such unauthorized use or distribution will be considered in violation of this Agreement and copyright/trademarks laws to the extent to which they apply.

3.5 Customer shall abide by all applicable laws, rules and regulations.

3.6 Customer shall only provide to WFH the following information about individuals participating in the Services: name; employee identification number (and, with respect to a spouse or domestic partner of an employee, the designating letter "S"); address (with the exception of Milwaukee Police Department employees who request that their addresses not be provided); and date of birth. WFH shall limit access to this information to the following job descriptions: Director, Operations; Event Coordinator; Project Manager; Call Center Representative; Registered Nurse; Medical Assistant; Workforce Health Educator; Dietician; Exercise Physiologist; and Data Management Specialist, or individuals with functionally similar job duties. WFH shall require any subcontractor to similarly limit access to this information and shall

inform customer of the job descriptions of subcontractor employees with access to the information.

4. FEES.

- 4.1 As compensation for the Services, Customer shall pay WFH the fees set forth in the relevant Engagement Statement (“Fees”).
- 4.2 Unless otherwise provided in an Engagement Statement, WFH shall invoice Customer monthly for all amounts due under this Agreement. All invoices shall be payable net 30 days. Customer shall notify WFH of any disputed fees within 15 days of Customer’s receipt of such invoice. Any failure to so notice shall waive any dispute.
- 4.3 WFH shall collect, report, and pay any applicable federal, state, and local taxes on all Fees.
- 4.4 Fees may be adjusted upon the mutual agreement of the parties.

5. TERM AND TERMINATION.

- 5.1 This Agreement shall commence on the effective date and shall continue in effect until March 15, 2015, unless otherwise terminated under Section 5. This Agreement may also be renewed by Customer for up to two one-year terms, so long as such renewal(s) are consistent with Schedule A2. Notice of renewal must be given at least 60 days before the end of the initial or any renewal term.
- 5.2 Unless otherwise set forth in any specific Engagement Statement, Engagement Statements shall be effective upon execution and continue until termination. Any and all Engagement Statements may be terminated: (a) By either party upon 60 days’ prior written notice to the other party; or (b) upon the mutual written agreement of the parties.
- 5.3 In addition to the termination of Engagement Statements, this Agreement may be terminated by a party (the “**Nonbreaching Party**”) upon written notice to the other party (the “**Breaching Party**”) if such Breaching Party has caused an uncured material breach of the Agreement (including any Engagement Statement), which remains uncured for 30 days.
- 5.4 In the event of termination of this Agreement for any reason, neither party shall have any further obligations under this Agreement except for obligations accruing prior to the date of termination or of a nature that survives this Agreement.
- 5.5 Any individual Service may be terminated by mutual written consent of the parties without terminating this Agreement with respect to any other Services set forth on **Schedule A2**.

- 6. **INSURANCE.** Each party shall obtain and maintain in full force and effect for the term of this Agreement insurance coverage in amounts covering its general liability, professional liability, acts, and omissions under this Agreement. If applicable to the provision of the Services, WFH personnel providing such Services shall participate in the Wisconsin Injured

Patients and Families Compensation Fund. Specifically, WFH shall obtain and maintain the following insurance in full force and effect for the term of this Agreement:

- 6.1 Professional liability insuring against errors or omissions in the performance of the Services in an amount of not less than \$2,000,000 each occurrence and in the aggregate;
- 6.2 Medical Malpractice in the amount of \$1,000,000 per occurrence, \$3,000,000 aggregate, excess coverage to \$5,000,000;
- 6.3 Workers Compensation insurance and employers' liability insurance with a limit of not less than \$1,000,000;
- 6.4 Commercial general liability insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate;
- 6.5 Coverage against theft or other misappropriation of funds by whatever means for the vendor, its directors, officers, partners, shareholders, employees or agents; and
- 6.6 Cyber risk network security insurance of no less than \$1,000,000.

Said professional liability and commercial general liability all shall contain endorsements naming Customer as an additional insured. All policies required hereunder shall be written by licensed insurers with A. M. Best ratings of at least A-. WFH shall require that subcontractor comply with the above insurance requirements, and shall provide Customer with certificates of insurance evidencing such compliance upon request. It is understood and agreed by the parties that Customer may self-insure or maintain insurance to comply with the requirements described in this Section.

7. RECORDS AND CONFIDENTIALITY.

- 7.1 Excluding the aggregate summary reports which are provided to Customer as described in Section 3 of Schedule A2, the ownership and right of control of all reports, records, and supporting documents prepared in connection with the Services shall be exclusively with WFH.
- 7.2 The contents of such reports are confidential and disclosure shall be made only in accordance with applicable law, including the Wisconsin Public Records Law. Notwithstanding the foregoing, Customer grants to WFH an exclusive, unlimited, transferable license to aggregate, access, use and distribute all employee or participant data obtained by WFH under this Agreement; provided, however, that all such use shall be in accordance with all applicable laws, rules and regulations.
- 7.3 Each party shall follow all applicable state and federal laws pertaining to the release of confidential health information.
- 7.4 Each party acknowledges that, in the performance of this Agreement and any Engagement Statement, it may gain knowledge and information about the other party's finances, business operations, business plans, contracts, and arrangements with individuals, employers, other providers, health plans and payers, its marketing and

development plans, and other proprietary information (collectively referred to as “**Confidential Information**”). Unless specifically required by this Agreement or applicable law, including the Wisconsin Public Records Law, or required or permitted by the disclosing party in writing, the receiving party shall not use or divulge or disclose to any other person, firm or organization any information which was identified as Confidential Information by the other party acquired by it unless such information is in the public domain or known by third parties not under an obligation of confidentiality to the disclosing party. All business records and information relating exclusively to the business and activities of either party are to be the property of that party, irrespective of the identity of the party responsible for producing or maintaining such records or information.

- 7.5 All reports, studies, analysis, memoranda and related data and material as may be developed during the performance of this Agreement, and which are also delivered to Customer, shall be the exclusive property of Customer, which shall have the right to use same for any purpose without any further compensation to WFH other than hereinafter provided. All of the aforesaid documents and materials prepared or assembled by WFH under this Agreement are confidential and WFH agrees that it will not, without prior written approval by Customer, submit or make same available to any individual, agency, public body or organization other than Customer, except as may be otherwise herein provided or as may be required by law or legal process. Both parties understand that Customer is bound by the Wisconsin Public Records Law, and as such, all of the terms of this Agreement are subject to and conditioned on the provisions of Wis. Stat. Section 19.21, et seq. WFH acknowledges that it is obligated to assist Customer in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of this Agreement. Except as otherwise authorized, those records shall be maintained for a period of seven (7) years after receipt of final payment under this Agreement.
- 7.6 To the extent allowed by applicable law, including without limitation those statutes, rules and regulations related to health information privacy, Customer may at its discretion hire an outside independent firm (to preserve confidentiality of employee data) to audit the financial and non-financial records of WFH as they relate to the Services provided whenever Customer deem appropriate. This may include on site clinical audits of Service providers. Such audits will be performed by independent auditors selected by the City. Also to the extent allowed by applicable law, including without limitation those statutes, rules and regulations related to health information privacy, at any time during normal business hours and as often as Customer may deem necessary, all records of WFH necessary to provide documentation of (i) the number of participants in each of the various Services described in Schedule A, (ii) the various Services provided, and (iii) the fees charged for such Services, shall be made available to Customer and its designated agents.
8. **LICENSES, PERMITS, AND CERTIFICATES.** The parties must obtain and maintain in full force and effect during the term of this Agreement all licenses, permits, and certificates required by law which are applicable to the performance of their respective duties pursuant to this Agreement.

9. WARRANTIES.

- 9.1 Customer acknowledges that the Services are not expected to cure or otherwise resolve any specific medical conditions. The Services encourage wellness, attempt to reduce risk of future illness or injury, and reflect the current state of medical knowledge that the parties acknowledge to be imperfect and subject to change over time.
- 9.2 The End User Notice and Consent form used in conjunction with HRA Services is attached hereto this Agreement as Exhibit A. WFH covenants that all individuals participating in the Personal Wellness Profile™ assessment will be given written notice of, and must consent to, the terms and provisions, including the limitations of liability, attached hereto as Exhibit A, as a condition to participating in the Personal Wellness Profile™ assessment.

10. INDEMNIFICATION; LIMITATION ON LIABILITY.

- 10.1 WFH will save, indemnify and keep Customer harmless against all loss, liability, judgments, costs and expenses that may in any way come against Customer by virtue of the infringement of any patents or patents in any manner in connection with the work or materials furnished under this Agreement
- 10.2 WFH assumes full liability for all of its acts or omissions in the performance of this Agreement. WFH will save and indemnify and keep Customer harmless against all liabilities, judgments, costs and expenses which may be claimed against Customer in consequence of the granting of this Agreement to WFH, or which may result from the carelessness or neglect of WFH, or the agents, employees or workmen of WFH in any respect whatever. If judgment is recovered, whether in suits of law or in equity, against Customer by reason of the carelessness or negligence, whether by acts of commission or omission, of WFH or such persons, firms or corporations carrying out the provisions of this Agreement for WFH, WFH assumes full liability for such judgment not only as to the amount of damages, but also the cost, attorneys fees or other expenses resulting therefrom.
- 10.3 Customer assumes full liability for all of its acts or omissions in the performance of this Agreement. Customer will save and indemnify and keep WFH harmless against all liabilities, judgments, costs and expenses which may be claimed against WFH which may result from the carelessness or neglect of Customer in any respect whatever. If judgment is recovered, whether in suits of law or in equity, against WFH by reason of the carelessness or negligence, whether by acts of commission or omission, of Customer, Customer assumes full liability for such judgment not only as to the amount of damages, but also the cost, attorneys fees or other expenses resulting therefrom

- 11. **PROPRIETARY RIGHTS.** As between WFH and Customer, all applicable rights to patents, copyrights, trademarks, trade secrets, contracts, and intellectual property in the Services are and shall remain with WFH. Customer shall acquire no right, title, or interest in the Services by virtue of this Agreement, other than as expressly provided with respect to Customer's use of the Services in this Agreement.

- 12. RELATIONSHIP OF PARTIES.** WFH is an independent contractor and nothing in this Agreement is intended or shall be construed to create any joint venture or employment relationship between the parties. WFH may make press announcements and publicize that it is providing Services to Customer under this Agreement; provided, however, that no details of this Agreement shall be considered anything other than confidential.
- 13. NON-WAIVER.** Failure or neglect of either party to require compliance with any term or condition of this Agreement or the scope of Services shall not be deemed a waiver of such term or condition.
- 14. NOTICE.** All notices and communications required or permitted under this Agreement shall be in writing and any communication or delivery hereunder shall be deemed to have been duly made if mailed by registered or certified mail, postage prepaid, sent by nationally recognized overnight delivery, or by telecopy, addressed as follows:

If to WFH: Froedtert & Community Health, Inc.
 d/b/a Froedtert Health Workforce Health
 9200 West Wisconsin Avenue
 Milwaukee, Wisconsin 53226
 Attention: General Counsel

If to Customer: City of Milwaukee
 200 E. Wells Street, Room 700
 Milwaukee, WI 53202
 Attention: Michael Brady, Director of Employee Benefits

or to such other address as provided by either party in writing to the other party.

- 15. FORCE MAJEURE.** Neither party shall be liable nor deemed to be in default for any delay or failure in performance under this Agreement or other interruption of service resulting, directly or indirectly, from any labor dispute, inability to obtain labor or materials, unavailability for any reason of information systems or software programs, governmental restrictions, acts of God, or any other event beyond the reasonable control of any party.
- 16. NO THIRD-PARTY BENEFICIARY.** None of the provisions contained herein are intended by the parties, nor may they be deemed, to confer any benefit on any person not a party to this Agreement, except those benefits conferred to WFH's affiliated health care entities.
- 17. ASSIGNMENT AND SUBCONTRACTING.** Neither party may subcontract or assign its rights or obligations under this Agreement without the express written consent of the other party, which shall not be unreasonably withheld. Notwithstanding the foregoing, Customer understands and agrees that WFH may subcontract for HRA Services to Wellsource, Inc., and may also assign this Agreement to an Affiliate of WFH, upon at least 15 days' written notice. "Affiliate" shall mean a direct or indirect parent/sponsor of WFH, a direct or indirect subsidiary or sponsored organization of WFH, or any entity that has a common parent or sponsor with WFH, as well as any foundation or supporting organization otherwise affiliated with WFH, but shall not include United/Dynacare, LLC.

18. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.
19. **COMPLIANCE WITH LAW.** If any provision of this Agreement is illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, that provision shall be fully severable and this Agreement shall be construed and enforced as if the illegal, invalid, or unenforceable provision had never comprised a part of this Agreement. The remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance. Furthermore, in lieu of such illegal, invalid, or unenforceable provision, this Agreement shall be reformed to include as a part of this Agreement a provision as similar in terms to the illegal, invalid, or unenforceable provision as may be possible and still be legal, valid, or enforceable.
20. **MISCELLANEOUS.** This Agreement and WFH's "Proposal for City of Milwaukee Wellness and Prevention Program June 2010" constitutes the entire understanding between the parties in respect of the subject matter of this Agreement. This Agreement may be amended only by a written instrument executed by each party. This Agreement shall be binding upon and inure to the benefit of the parties and the legal representatives, successors in interest and assigns, respectively, of each such party. Should any provision of this Agreement be held unenforceable or invalid for any reason, the remaining provisions shall continue in full force and effect.
21. **CONFLICT OF INTEREST.** No officer, employee or agent of Customer who exercises any functions or responsibilities in connection with the carrying out of any services or requirements to which this Agreement pertains, shall have any personal interest, direct or indirect in this Agreement, other than as an employee of WFH or with respect to fees payable by Customer under this Agreement. No member of the governing body of the Customer and no other public official of Customer who exercises any functions or responsibilities in the review or approval of the carrying out of this Agreement, shall have any personal interest, direct or indirect, in this Agreement. WFH covenants that no person described in this Section who presently exercises any functions or responsibilities in connection with the Agreement has any personal financial interest, direct or indirect, in this Contract, other than as an employee of WFH or with respect to fees payable by the Customer under this Agreement. WFH further covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Services hereunder. WFH further covenants that in the performance of this Agreement no person having any conflicting interest shall be employed. An interest on the part of WFH or its employees must be disclosed to Customer. Provided, however, that this Section shall be interpreted in such a manner so as not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment of and participation by residents of the area.
22. **NON-DISCRIMINATION.** In performing in accordance with the terms of this Agreement, WFH agrees not to discriminate against any qualified employee or qualified applicant for employment because of sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status, sexual orientation, gender identity or expression, past or present membership in the military service, familial status, or based upon affiliation with, or perceived affiliation with any of these protected categories as

defined in Section 109-9 of the Milwaukee Code of Ordinances. WFH is required to include a similar provision in all subcontracts or otherwise secure written confirmation of subcontractors' compliance therewith. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. WFH further agrees to take affirmative action to ensure equal employment opportunities for persons with disabilities. WFH agrees to post in conspicuous places available for employees and applicants for employment notices to be provided by WFH setting forth the provisions of this Section. Wisconsin Statutes § 16.765 (1) and (2) and provisions of § 109-9 of the Milwaukee Code of Ordinances.

- 23. CONSENT AND RELEASE FOR PARTICIPATION.** Any consent and/or release required by individuals participating in the health risk assessment process shall be limited to the minimum necessary and legally permitted disclosures required to implement such services.

**Froedtert Health, Inc. d/b/a Froedtert
& the Medical College of Wisconsin
Workforce Health**

City of Milwaukee

By: _____
Name: _____
Title: _____

By: _____
Michael Brady
Director of Employee Benefits

Countersigned:

By: _____
Name: _____
City Comptroller

4/11/14
200436

SCHEDULE A2

SERVICES

Engagement Statement

This Engagement Statement (the “**Engagement Statement**”) is entered into effective as of _____ 2014, by and between Froedtert Health, Inc. d/b/a Froedtert & the Medical College of Wisconsin Workforce Health (“**WFH**”) and City of Milwaukee (“**Customer**”) and incorporated by reference into that certain Employer Sponsored Health Services Agreement between the parties dated November 1, 2010 (the “**Agreement**”) as Restated. Any terms used in this Engagement Statement but not defined here shall have the meaning set forth in the Agreement. In the event of a conflict between the terms of this Engagement Statement and the Agreement, the terms of this Engagement Statement shall control.

1. Name and Description of Services:

Health Risk Assessment (“HRA”) Services. HRA Services include:

- a. Access to the Wellsource™ Online HRA Questionnaire-Online Lifestyle Assessment.
- b. Completion of venipuncture and abridged laboratory panel including: Albumin, Alk Phos, ALT, Bilirubin, BUN, Creatinine, Calcium, Cholesterol, LDL, HDL, Glucose, CBC, Cotinine, TSH, T4 Free, and Triglycerides. Laboratory services will be provided through _____.
- c. Health Assessment by WFH staff will be provided to each participant upon completion of such participant’s lab work. This will include weight, height, body mass index, blood pressure, and health education session on completion of the biometrics.
- d. Creation of a Personal Wellness Profile Report based on individual questionnaire and screening results for each participant.
- e. Provision of educational materials/handouts addressing the participant’s specific areas of concern.
- f. The authorizations for the release of information by Customer’s employees (and their spouses/domestic partners) set forth in the “Consent and Release for Participation – City of Milwaukee Wellness Program” shall be limited to the minimum necessary, legally permissible disclosures required to implement the Services for Customer.

Tobacco Education Services. Tobacco Education Services include:

- a. Tobacco Education Session – This 90-minute group session will be offered for those employees of Customer who are identified as tobacco users and wish to reduce the health insurance surcharge through participation. This education session will increase awareness of the benefits of quitting smoking, assess readiness to quit and offer enrollment in the Wisconsin Tobacco Quit Line through the “Fax to Quit.” Group size is limited to 25 participants per session.

- b. Tobacco Education and Cessation Program – This is an optional four week follow-up program designed to support participants who are interested in further tobacco education and cessation. Each session will be 1.5 hours long. Groups will be a maximum of 15 participants to allow for group process and active participation.

Healthy Rewards Program

Phase II Health Rewards Program is a voluntary outcomes-based wellness program aimed at engaging City employees and their spouses/partners in activities to promote health awareness and address chronic disease, in conjunction with the City's overall wellness strategies. This voluntary program will provide employees and their spouses/partners with the opportunity to earn \$150/each for reaching certain biometric and activities-related goals. The Healthy Rewards Program requires both participation in Wellness Your Choice Milwaukee and improvement in actual biometric measurements or engagement in healthy activities/programs as determined by the City of Milwaukee. The \$150 will be deposited by the City in an employee Health Reimbursement Account.

In conjunction with Phase II, WFH will be responsible for working with the City in designing the components of the program: participation eligibility criteria, biometric points opportunities, and activity points opportunities. WFH will be responsible for:

- designing and providing to the City a marketing and communication campaign prior to the implementation of Phase II;
- administering the components of the Program in an efficient and effective manner, including dedicated ways for employees to transmit participation documentation and tracking of that information;
- securing and providing appropriate staffing resources to accommodate telephonic and face to face coaching opportunities for participants;
- monitoring individual's progress towards achieving goals and communication and engaging employees in relevant activities; and,
- tracking and reporting overall participation and improvement measures for the participating individuals.

Health Advocacy Services. Health Advocacy Services include:

- a. Individualized coaching, including goal-setting and monitoring, based on the initial HRA results and the participant's health concerns. Coaching will be provided by experienced health professionals, including Registered Nurses, Registered Dietitians, Health Educators and Coaches and will be available in-person at select locations, as well as telephonically and electronically.

- b. Group Health and Wellness Programming based on collective HRA results and/or priorities established by Customer. Examples include: Weight Management, Nutrition, and Exercise Programming.
- c. Disease Management Programming for select participants based on health risks identified as part of the assessment process. Examples include: Diabetes Management and Cardiac Risk Reduction.
- d. Physician Referral and follow-up based on participant needs. Health coaches will facilitate physician referral and communication as appropriate based on participant's needs.

2. Assumptions:

- Health Risk Assessments will be offered at the following locations, subject to modification upon mutual agreement:

| City of Milwaukee Locations: | Wisconsin Athletic Clubs: |
|--|--|
| East Library 1910 East North Avenue Milwaukee, WI | West Allis 1939 S. 108th St. West Allis, WI |
| Washington Park Library 2121 North Sherman Blvd Milwaukee, WI | Wauwatosa 8700 W. Watertown Plank Wauwatosa, WI |
| Capitol Library 3969 North 74th Street Milwaukee, WI | Downtown 411 E. Wis. Ave. 6th Fl. Milwaukee, WI |
| Tippecanoe Library 3912 South Howell Avenue Milwaukee, WI | North Shore 7601 N. Port Washington Rd Glendale, WI |
| Zablocki Library 3501 West Oklahoma Milwaukee, WI | |

3. Additional WFH Obligations.

- a. WFH will compile HRA aggregate data in the form of an Executive Summary Report, which profiles the overall health of the participants. These results will be used to provide program recommendations.
- b. WFH will provide aggregate summary reports to Customer within 90 days of completion of HRAs.
- c. Customer will have access to Customer's aggregate monthly activity and participation reports. These reports will contain no information with respect to individual participation.

4. Additional Customer Obligations.

- a. Customer will provide adequate and private areas for WFH staff performing Individual Health Assessment sessions (“IHA”) at each Customer location referenced in Section 2 of this Engagement Statement.
- b. Customer will provide internet access for WFH staff performing Individual Health Assessment sessions, and any WFH staff or subcontractor staff performing lab testing, at each Customer location referenced in Section 2 of this Engagement Statement.

5. Fees.

- a. Set-Up Fee: There shall be no set-up fee for 2014. For any renewal term, the set-up fee shall be \$15,000.00.
- b. Health Risk Assessment Fee (which includes lab testing and education): \$75 per participant, invoiced upon completion of lab testing on a monthly basis.
- c. Tobacco Educational Session Fee (i.e., 90 minute group session): \$40 per participant, invoiced upon completion of Tobacco Educational Session, for each participant present at the beginning of such session on a monthly basis.
- d. Tobacco Education and Cessation Program Fee (i.e., 4 Week Session): \$100 per participant, invoiced upon completion of Tobacco Education and Cessation Program, for each participant present at the beginning of the first week’s session on a monthly basis.
- e. Health Advocacy Fee: Invoiced on a per participant per month (“PPPM”) basis. The Health Advocacy fee for 2014 is \$15.00 PPPM based on the previously agreed-upon number of participants who completed the Wellsource questionnaire, lab work panel and IHA by WFH (the “Risk Assessment Process”) in HRA Services for 2013. For the period of January 1, 2014 through March 31, 2014, Health Advocacy fees shall be reduced by 50%.

As soon as feasible after December 31, 2014, WFH and Customer will determine the number of participants completing the risk assessment process for 2014. If the number of participants is lower than the 2013 participation number, WFH will refund to the Customer \$15.00 PPPM for the last nine months of 2014. WFH will also remit to Customer \$22.00, representing the difference between the \$75 Health Risk Assessment Fee and the cost to WFH attributable to the cost of lab testing, for each participant who completes the lab testing, but does not continue with the remainder of the Risk Assessment Process.

If the Agreement is renewed for 2015, the Health Advocacy fee shall be based on the 2014 participation number with respect to the completion of the Risk Assessment Process.

The above provisions relating to the reduction, remittance, and/or refund of fees or other charges are contingent on WFH continuing to provide all of the services enumerated in Section 1 of this Schedule A2, and the City continuing to provide the same incentive programs of (i) a \$150 HSA contribution under the Healthy Rewards Program and (ii) the imposition of the City of Milwaukee Monthly Health Assessment Fee health insurance surcharges in effect as of January 1, 2014, unless a change in such services, surcharges, or programs is mutually agreed to in writing by Customer and WFH.

- f. Payment of Outstanding Invoices. On or before _____ 2014, Customer shall pay to WFH \$603,763.00, which shall constitute full and final payment for the services through December 31, 2013.
- g. Prompt Payment Policy. Customer strives to make timely payment on all invoices. Payment to WFH will be deemed timely if the payment is mailed, delivered, or transferred within 60 calendar days after receipt of a properly completed invoice or receipt and acceptance of the property or service under the order or contract, whichever is later. If Customer does not make payment by the 60th calendar day, Customer shall pay simple interest beginning with the 31st calendar day at the rate of one percent (1%) per month (unless Customer disputes the amount of the invoice). Reference: Common Council File No. 900859 adopted October 16, 1990, provisions of State Statute 66.285 and 66.286.

6. **Term:** This Engagement Statement shall be effective from _____ through March 15, 2015. To the extent the terms stated above in this Schedule A2 conflict with the terms described in WFH's "Proposal for City of Milwaukee Wellness and Prevention Program June 2010," the terms of this Schedule A2 shall control.

**Froedtert Health, Inc., d/b/a Froedtert
& the Medical College of Wisconsin
Workforce Health**

City of Milwaukee

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

4/11/14
202213

EXHIBIT A

HRA SERVICES

End User Notice and Consent Form

The following is an important notice regarding your personal information. Please read this carefully.

Congratulations for choosing to participate in the Personal Wellness Profile™ assessment. Consider this assessment as your first step to better health. By choosing to take personal responsibility for your good health now, you may live a longer, healthier, and happier life. This assessment is designed for adults 18 years or older.

Terms of Use

By participating in the Personal Wellness Profile™ assessment, you agree that the results of the assessment will be used for educational purposes only and that the Personal Wellness Profile™ is not intended to and cannot replace the advice of a medical professional. You should not rely on the Personal Wellness Profile™ for diagnosis or treatment. Persons who display disease symptoms, fall into certain high risk categories, and/or who receive abnormal laboratory test results should consult a physician before embarking on any course of action or any lifestyle change. Wellsource, Inc. (Wellsource) is not liable for any health consequences resulting from your participation in this program and is not responsible for ensuring that you have consulted with your physician regarding any recommendations you may receive as a result of your participation.

Use of Personal Information

This sets forth Wellsource's practices regarding the information it collects from Personal Wellness Profile™ participants. Wellsource retains the information you submit in the course of taking the Personal Wellness Profile™ assessment. Upon your consent to this End User Notice and Consent, your answers to the questionnaire may be disclosed to the licensee of the Wellsource system, Froedtert Health; that is, with your consent, Froedtert Health educators may have access to your personal information if they request it from Wellsource. Wellsource has taken steps to contractually require its system licensees to fully comply with laws and regulations on the use of personal information; however, Wellsource does not ultimately control the privacy and security practices of Froedtert Health. If you consent to be bound by this End User Notice and Consent, information about you may be shared with Froedtert Health in two forms: (1) aggregate data (your data combined with those of other participants which does not personally identify you), and (2) personally identifiable data (data specific to and identifiable to you). Froedtert Health will not release any personally identifiable data to the employer without the participant's expressed written consent. Additionally, in the course of providing services associated with the Personal Wellness Profile™, Wellsource employees and consultants may have access to your personal information. You may delete your Personal Wellness

Profile™ data at any time; however, we cannot guarantee that your information in aggregate form will be completely removed from the Wellsource system.

Consent

This notice contains our policy with respect to our security and privacy practices. This policy and notice may change at any time. By clicking “I agree” below, you acknowledge that you have read, understand, and agree to the above and assert that you are at least 18 years of age. If you choose to click “I disagree” below, you understand that you will not have access to the Personal Wellness Profile™.

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