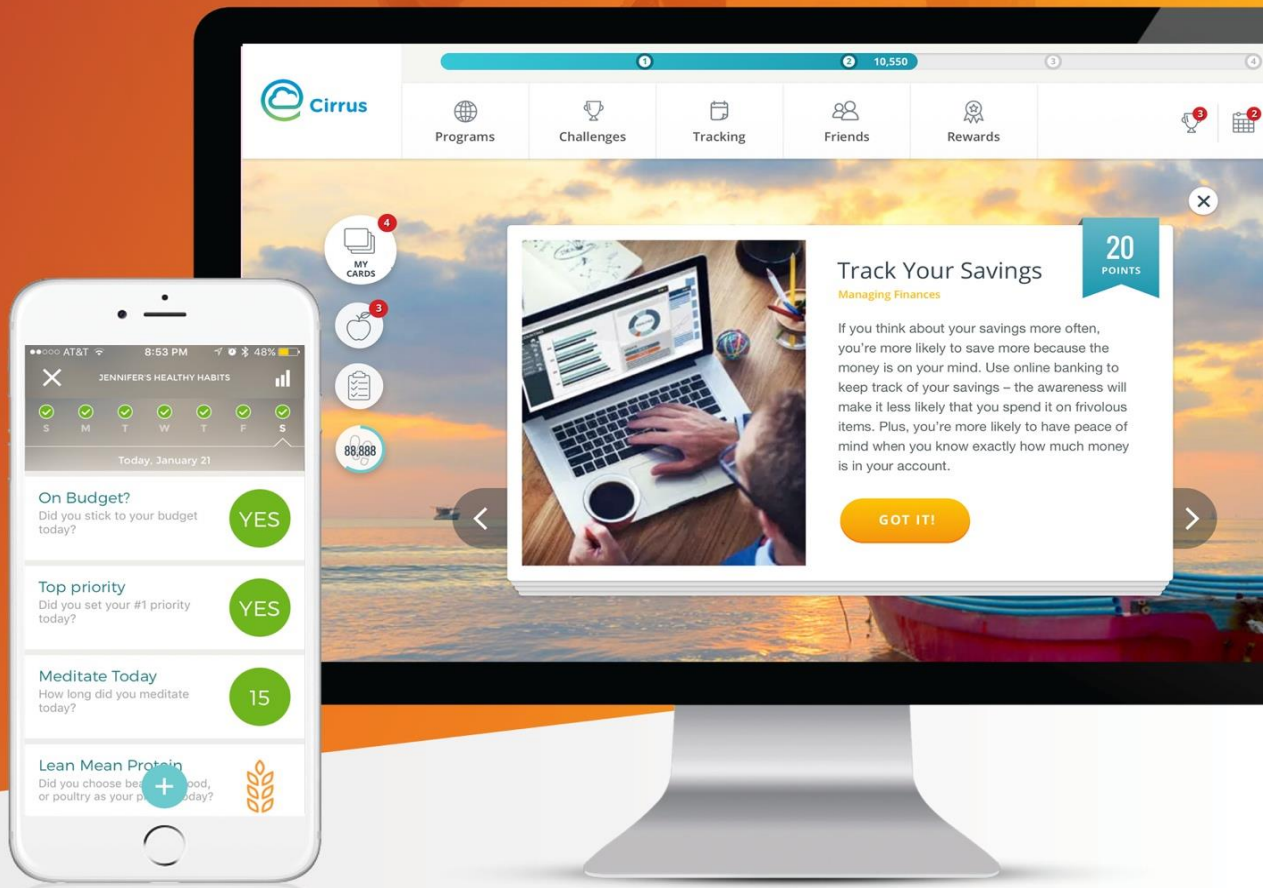


Virgin Pulse Sourcewell Pricing Proposal for



Williamson County



September 24, 2020

Sourcewell Contract #102518-VRG

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Virgin Pulse Sourcewell Pricing for Williamson County – Valid thru October 9, 2020

Virgin Pulse Engage - Subscription Services							
Services	Initial Order Start Date	Initial Order End Date	Initial Order Term (years)	PEPM	Minimum Eligible Lives	Estimated Eligible Lives	Total Price per Year
Engage for Employees & Retirees	10/1/2021	09/30/2024	3	\$2.97	1,620	1,800	\$64,152
Engage for Spouses + Domestic Partners <i>(fees waived)</i>	10/1/2021	09/30/2024	3	\$1.49	NA	NA	-
TOTAL PER YEAR:							\$64,152

Additional Services				
Services	Billing Type	Per Unit Price	Estimated Quantity	Total
Implementation	One-time	\$3,500	1	\$3,500
Custom Communications Service Credit	Annual Credit	\$3,000	1	-
Custom Reporting Services Credit	Annual	\$3,000	1	-
TOTAL FIRST YEAR COST				\$67,652

Payment Terms and Conditions:

1. Pricing assumes an initial contract term of three (3) years.
2. Contract requires utilization of the Virgin Pulse Master Subscription Agreement.
3. Contract may not include termination for convenience language. Termination for breach or elimination of funding is allowed.
4. The Subscription Services Fees will be invoiced monthly in advance based on the actual number of Eligible Lives on record in Provider’s system at the time of invoice.
5. The initial Subscription Services Fees invoice under this Order Form shall be issued on the Initial Order Start Date. Thereafter, the invoices shall be issued every month following the Initial Order Start Date for the period of the Term.
6. All Subscription Services fees shall be due and payable within thirty (30) days of the date of the invoice.
7. The Implementation fees will be invoiced on the Effective Date.
8. The Custom Communications Service Credit is annual and expires at the end of each program year. Unused credit cannot be carried over each year; it cannot be applied to non-communication related services (e.g. reporting). It cannot be applied to hard costs like printing of materials or postage for shipping. All work exceeding the credit is billed at \$150 per hour.
9. The Communications Reporting Services Credit is annual and expires at the end of each program year. Unused credit cannot be carried over each year; it cannot be applied to non-reporting related services (e.g. communications). It cannot be applied to hard costs like printing of materials or postage for shipping. All work exceeding the credit is billed at \$200 per hour.

OPTIONAL RECOMMENDED SERVICES

Services	Billing Type	Per Unit Price	Estimated Quantity	Total
Total Population Health Management Coaching – Delivered telephonically across all lifestyle topics and 22 conditions – Unlimited sessions with a Coach.	Per Participant Per Year	\$205	TBD	-
Transform - Transform, a Diabetes Prevention Program, is a year-long, evidence-based, CDC-recognized program that empowers members to take an active role in their health and avoid the complications and costs associated with Prediabetes. Transform combines the best of smart technology, consumer friendly tools and a specialized coaching team.	Per Participant Per Year	\$375	TBD	-
Max Buzz Activity Trackers ¹	Per Unit	\$24.99 ¹	TBD	-
Virgin Pulse Health Stations ²	Per Unit	\$739.00	TBD	-
Concierge Onsite Biometric Screening – Fingerstick - Full service planning, administration and scheduling of onsite events included in price. Test includes lipid panel; including total cholesterol, HDL, LDL, triglycerides and cardiac risk ratio, blood pressure test, height, weight and waist circumference. ³ Our Concierge Onsite Screening Events include an Event Coordinator who will facilitate the entire process to meet the needs of the County. Services are contracted with and managed by Virgin Pulse and serviced by Wellness Corporate Solutions.	Per Unit	\$55.00 ³	TBD	-
Biometric Screening via Physician Form (with concierge screenings)	Per Form Processed	\$10.00 ⁴	TBD	-
Form Processing Set-up (e.g. to receive forms from physicians)	Per Unit – One-time	\$1,500	TBD	-
VP+ - Fully integrated collection of leading healthcare partners, contracted directly through Virgin Pulse (available in English only): ⁵ <ul style="list-style-type: none"> • Aaptiv – Digital Fitness • Kaia Health – Musculoskeletal Health • Enrich – Financial Wellbeing • Whil – Mindfulness • Zipongo – Nutrition • EX Program – Tobacco Cessation • Ovia Health – Women’s & Family Health 	Per Employee Per Year	Choose 4 for \$14.99 Choose all 7 for \$19.99	TBD	-
Single Sign On – One Way	Per Connection (5 included)	\$2,500	TBD	-
Single Sign On – Bi-Directional	Per Connection (1 included)	\$2,500	TBD	-

¹ Includes shipping and assumes bulk shipping (meaning 10+ devices sent to the same address; multiple addresses acceptable if 10+ devices are shipped to each address). Client may elect to purchase the equivalent USD value per unit as a subsidy to be applied towards any Activity Tracking Device in the Virgin Pulse store.

² Wireless iPad biometric screening station for employees to easily upload weight, blood pressure, and BMI.

³ Individual event pricing requires a minimum of 20 participants at each site to avoid small event fee. Pricing for venipuncture testing, home kits, testing via an external lab, and flu shots also available.

⁴ When not being processed in conjunction with concierge onsite biometric screening services, the fee is \$5.00 per form processed.

⁵ If the County is interested in virtual fitness/activity options only, pricing can be provided for Aaptiv and/or Wellbeats. Direct contracting with each company required.

Payment Terms and Conditions:

1. One inbound SSO and 5 outbound SSO's included at no additional cost.
 2. All other Additional Services fees, including the Activity Trackers and Health Stations, will be invoiced monthly in arrears based on the total number of devices shipped or units completed during the month.
 3. All Additional Services fees are due and payable within thirty (30) days of the invoice.
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PERFORMANCE GUARANTEES

Virgin Pulse will provide a comprehensive set of performance guarantees to Williamson County across a variety of key areas including:

- Implementation
- Member Support
- Technology
- Product
- Client Success

Performance guarantees are provided assuming that the final program design and the associated incentive strategy will be developed collaboratively, leveraging proven best practices.

Virgin Pulse will report on above performance guarantees when requested by Williamson County, but not more frequently than quarterly (or annually in the case of annual surveys). If a guarantee is not met, Virgin Pulse will credit the applicable amount towards the next client invoice.

Implementation: Virgin Pulse will provide a one-time performance guarantee equal to 50% of the implementation fees that would be directly tied to achievement of a successful program implementation as outlined in Section 1 below.

Platform and Program Support: Virgin Pulse will provide annual performance guarantees equal to 15% of the annual subscription services fees for meeting agreed upon performance guarantees as outlined in Section 2 below.

SECTION 1: IMPLEMENTATION

Performance Guarantee – Implementation – Implementation Effectiveness	
Performance Guarantee Level	<p>The performance guarantee for Implementation Effectiveness will be equally weighted on two measures:</p> <ul style="list-style-type: none"> • Implementation Satisfaction: achieving an average of 8 or above on a 10-point satisfaction scale, where 10 is very satisfied and 1 is very dissatisfied. • Implementation Timeliness: the program will launch within 5 business days of the agreed upon Launch Date, which is signed off by the client after the Implementation Kickoff.
How to Measure Performance Guarantee	<p>Implementation performance guarantees will be measured as follows:</p> <ul style="list-style-type: none"> • Implementation Satisfaction – A satisfaction survey will be sent to Client stakeholders within 30 days of the Launch Date. A minimum of three (3) responses must be completed for results to count toward Performance Guarantee evaluation. • Implementation Timeliness – All key deliverables and milestones will be monitored through the Virgin Pulse’s project management tool and reported to the Client on a periodic basis. Changes to the Launch Date must be agreed upon by both parties and confirmed in writing during the implementation process.
Percent of Fees at Risk	<p>50% of Implementation Fee at risk:</p> <ul style="list-style-type: none"> • 50% for Implementation Satisfaction: credited in full at less than or equal to 6/10; credit pro-rated for 7.9-6.1/10 • 50% for Implementation Timeliness
Additional Details:	<ul style="list-style-type: none"> • Fees at risk only apply to the first-year implementation fees as outlined in the client Order Form. • Any missed deadlines caused by delays by the customer e.g. failure to deliver the required eligibility file will make this performance guarantee null and void. Additionally, if client chooses not to complete the satisfaction survey within 30 days of receipt this performance guarantee will be considered null and void. • This Performance Guarantee will be reviewed within 90 days of the initial full program launch. Any fees due to client will be credited against the next invoice.

SECTION 2: PLATFORM & PROGRAM SUPPORT

Performance Guarantee – Member Support – Member Service Support	
Performance Guarantee Level	<p>The performance guarantee for Member Service Support is defined as follows:</p> <ul style="list-style-type: none"> • Call response times within 45 seconds for 80% or more of all calls answered from all Virgin Pulse members • E-mail response times within 48 hours for 95% or more of all e-mails answered for all members (excluding holidays and weekends) • Satisfaction survey response of Satisfied or better by at least 80% of survey respondents. Survey is specific to the Virgin Pulse Member Services' experience and measured via the post-transaction Member Satisfaction survey
How to Measure Performance Guarantee	<ul style="list-style-type: none"> • Phone response time is calculated by dividing the number of phone calls answered with 45 seconds by the total number of phone calls answered for the time period • Email response time is calculated by dividing the number of emails responded to by a live agent within 48 hours (excluding holidays and weekends) by the total number of emails received for the time period • Quarterly report which will be provided upon client request.
Percent of Fees at Risk	<ul style="list-style-type: none"> • 2.0% of annual platform subscription service fees. • 1% to be paid for call response times; 1% to be paid for e-mail response times. • Each will be assessed Quarterly with .25% at risk per measure, per quarter.
Additional Details:	<p>Fees at risk only apply to the annual platform subscription service fees. The following requirements must be met:</p> <ul style="list-style-type: none"> • Call response PG is only applied if the minimum # of calls answered for the quarter is reached. The minimum is defined as 1% of the eligible population or 100 total calls answered per quarter, whichever is greater. • Email response PG is only applied if the minimum # of emails received for the quarter is reached. The minimum is defined as 1% of the eligible population or 100 total emails received per quarter, whichever is greater. <p>A Member Services Satisfaction survey is automatically sent to a member when a service ticket is closed. The survey is binary (Satisfied/Not Satisfied) and provides the member an opportunity to provide open feedback as well.</p>
Performance Guarantee – Technology – Platform Uptime	
Performance Guarantee Level	<p>The performance guarantee for Platform Uptime is defined as follows:</p> <p>99.9% up-time per quarter for access to Virgin Pulse website except for outages as a result of planned upgrades and maintenance.</p>
How to Measure Performance Guarantee	<p>Quarterly report which will be provided upon client request.</p>
Percent of Fees at Risk	<p>2.0% of annual platform subscription service fees;</p> <p>Credited as 0.50% per quarter, wherein uptime is not achieved.</p>
Additional Details:	<p>Fees at risk only apply to the annual platform subscription service fees.</p>

Performance Guarantee – Technology – Data File Accuracy and Timeliness

Performance Guarantee Level	<p>The performance guarantee for Data/File Accuracy and Timeliness is defined as follows:</p> <p>98% of eligibility/participation files with valid records and in previously agreed upon file specifications will be loaded within 2 business days of receipt. Within one business day of detecting file errors Virgin Pulse will generate error report and send to appropriate vendor.</p>
How to Measure Performance Guarantee	Quarterly report which will be provided upon client request.
Percent of Fees at Risk	1.0% of annual platform subscription service fees; pro-rated across all files received in program year.
Additional Details:	Fees at risk only apply to the annual platform subscription service fees.

Performance Guarantee – Technology – Report Timeliness

Performance Guarantee Level	<p>The performance guarantee for Report Timing of Delivery is defined as follows:</p> <p>Standard Reports: Delivered within 15 business days after the end of the month or the quarter.</p> <p>Ad-Hoc Reports: Reports that are captured in Statement of Work's (SOWs), which are signed off by both client and Virgin Pulse, will be delivered in the timelines defined within the signed SOW for each ad-hoc report.</p>
How to Measure Performance Guarantee	Quarterly report which will be provided upon client request.
Percent of Fees at Risk	<ul style="list-style-type: none"> • 1.0% of annual platform subscription service fees. • 0.5% to be paid for Standard Reports; 0.5% to be paid for ad-hoc reports. • Each will be assessed Quarterly with .125% at risk per measure, per quarter.
Additional Details:	<p>Fees at risk only apply to the annual platform subscription service fees and assume the following:</p> <p>Fees at risk would not apply should there be unforeseeable circumstances such as client's inability to receive the reports (for example, if there are network issues) or force majeure that prevent us from delivering the reports as promised.</p>

Performance Guarantee – Product – Member Product Satisfaction

Performance Guarantee Level	<p>The performance guarantee for Member Satisfaction is defined as follows:</p> <p>Members will indicate they are satisfied or very satisfied with the Virgin Pulse program, by indicating a 3 or above on a 5-point scale during annual Member Satisfaction survey. 70% or more will respond within this standard.</p>
How to Measure Performance Guarantee	Member satisfaction survey results.
Percent of Fees at Risk	<ul style="list-style-type: none"> • 2.0% of annual platform subscription service fees. • Credited in full at less than or equal to 2/5; credit pro-rated for 2.1-2.9/5.
Additional Details:	<p>Fees at risk only apply to the annual platform subscription service fees and assume the following:</p> <p>Minimum of 30% surveys must be completed for the performance guarantee to apply.</p>

Performance Guarantee – Client Success – Client Satisfaction	
Performance Guarantee Level	<p>The performance guarantee for Client Success Satisfaction is defined as follows:</p> <p>Wellness program administrators will indicate that they are satisfied or very satisfied with the management of the program, by indicating an 8 or above on a 10-point scale on the Client Success Satisfaction survey. 70% or more will respond within this standard.</p>
How to Measure Performance Guarantee	Client Success Satisfaction survey results.
Percent of Fees at Risk	<ul style="list-style-type: none"> • 2.0% of annual platform subscription service fees. • Credited in full at less than or equal to 6/10; credit pro-rated for 7.9-6.1/10.
Additional Details:	<p>Fees at risk only apply to the annual platform subscription service fees and assume the following:</p> <p>Minimum of 5 surveys must be completed for the performance guarantee to apply.</p>
Performance Guarantee – Client Success – Program Participation	
Performance Guarantee Level	<p>The performance guarantee for Annual Program Participation is defined as follows:</p> <p>At least 50% of all Eligible employees of Client will be enrolled in the Virgin Pulse Program at the end of the annual period.</p>
How to Measure Performance Guarantee	Enrollment is defined as eligible employees of Client who have enrolled in the Virgin Pulse Program. A comparison of enrolled employees to total eligible employees as included on the appropriate eligibility file.
Percent of Fees at Risk	<ul style="list-style-type: none"> • 2.5% of annual platform subscription service fees. • Credited in full at less than or equal to 30%; credit pro-rated for 30.1-49.9%.
Additional Details:	<p>Fees at risk only apply to the annual platform subscription service fees and assume the following:</p> <ul style="list-style-type: none"> • You offer a minimum of \$350 annual incentive value; and • At least 6 of 8 Virgin Pulse best practices are deployed as part of the annual program design. Best practices include: <ol style="list-style-type: none"> 1. Access to email addresses for the majority (greater than 80%) of eligible employees and implementation of an agreed upon strategic communications plan. 2. Virgin Pulse will have the ability to continually communicate to the member base on a regular basis in order to meet engagement target metrics. 3. Include a device subsidy during enrollment. 4. Majority of employees have computer or smart phone access to interact with the program. 5. Deployment of a champions network to include identification of champions throughout company footprint, regular meetings (monthly or similar) and regular education activities such as participation in the VP webinars. 6. Utilization of onsite Health Stations to support interaction. 7. Utilization of a quarterly levels game that includes reward triggers to support ongoing engagement 8. Senior leadership program support to include supportive policies (such as paid time to participate in program) and/or supportive messages (such as letter/email) from C-suite executive(s).

Performance Guarantee – Client Success – Program Engagement

<p>Performance Guarantee Level</p>	<p>The performance guarantee for Annual Program Engagement is defined as follows:</p> <p>On average at least 40% of enrolled employees will have earned points during a given month.</p>
<p>How to Measure Performance Guarantee</p>	<p>Engagement is defined as a comparison of members earning points in a given month to total enrolled employees in that month.</p> <p>Engagement will be measured as the average monthly engagement during a defined 12-month period.</p>
<p>Percent of Fees at Risk</p>	<ul style="list-style-type: none"> • 2.5% of annual platform subscription service fees. • Paid in full at 30%; pro-rated 30.1-39.9%.
<p>Additional Details:</p>	<p>Fees at risk only apply to the annual platform subscription service fees and assume the following:</p> <ul style="list-style-type: none"> • You offer a minimum of \$350 annual incentive value; and • At least 6 of 8 Virgin Pulse best practices are deployed as part of the annual program design. Best practices include: <ol style="list-style-type: none"> 1. Access to email addresses for the majority (greater than 80%) of eligible employees and implementation of an agreed upon strategic communications plan. 2. Virgin Pulse will have the ability to continually communicate to the member base on a regular basis in order to meet engagement target metrics. 3. Include a device subsidy during enrollment. 4. Majority of employees have computer or smart phone access to interact with the program. 5. Deployment of a champions network to include identification of champions throughout company footprint, regular meetings (monthly or similar) and regular education activities such as participation in the VP webinars. 6. Utilization of onsite Health Stations to support interaction. 7. Utilization of a quarterly levels game that includes reward triggers to support ongoing engagement. 8. Senior leadership program support to include supportive policies (such as paid time to participate in program) and/or supportive messages (such as letter/email) from C-suite executive(s).

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