



FIRST AMENDMENT TO THE APPLICATION SERVICE PROVIDER AGREEMENT

THIS FIRST AMENDMENT TO THE APPLICATION SERVICE PROVIDER AGREEMENT (the “**First Amendment**”), dated as of this 31st day of July, 2024, is entered into by and between Personify Health, Inc. (f/k/a Virgin Pulse, Inc.) (“**Provider**”) and County of Williamson, TX (“**Client**”) (collectively, the “**Parties**”) and relates to the Application Service Provider Agreement entered into by and between Provider and Client, dated June 29, 2021 (the “**Agreement**”). All provisions of the Agreement shall be in accordance with the Sourcewell Personify Health Contract No. 051922-VRG.

WHEREAS, Provider and Client are desirous of amending the Agreement to, among other things, renew the Term of the Agreement; and

WHEREAS, the capitalized terms used in this First Amendment and not otherwise defined shall have the same meaning as set forth in the Agreement;

NOW, THEREFORE, in consideration of the Parties’ continued business relationship, foregoing premises and the mutual promises hereinafter contained, the sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

1. **Renewal Term.** The Parties hereby mutually agree to renew the Term of the Agreement for an additional Nineteen Months (“**Renewal Term**”) such that the Renewal Term shall commence on January 1, 2025, and expire on July 8, 2026, unless earlier terminated or renewed by the Parties in accordance with the terms of the Agreement.
2. **Products and Services.** Effective as of January 1, 2025, the “Application Service Provider Agreement Order Form” and the “Appendix A: Product Description – Virgin Pulse Engage” attached to the Agreement are hereby deleted in their entirety and replaced with the “Appendix A: Order Form”, “Appendix A-1: Solution Descriptions” and “Appendix A-2: Optional Services” attached to this First Amendment.
3. **Section 10 Term.** Effective as of January 1, 2025, Section 10.1 Term shall be amended by deleting the sentence that starts “Neither Party will be allowed to terminate for convenience...” in its entirety.
4. **Entire Agreement.** The Agreement, as amended by this First Amendment, constitutes the entire understanding between the Parties relating to the subject matter hereof and is hereby ratified and confirmed by the Parties. Except as expressly amended by this First Amendment, the Agreement shall remain unchanged and shall be in full force and effect.

Signature page follows

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have executed this First Amendment as of the date below.

PERSONIFY HEALTH, INC.
(f/k/a VIRGIN PULSE, INC.)

COUNTY OF WILLIAMSON, TX

DocuSigned by:
By: Ian O'Neill
901BFE66FE45422...
Name: Ian O'Neill
Title: Global Head of Legal
Date: 8/2/2024
Approved by:

DocuSigned by:
Daniel Ackerman
2C41C3E76E78401...
Daniel Ackerman
Senior Counsel

By: Bill Gravell
Bill Gravell (Sep 11, 2024 07:33 CDT)
Name: Bill Gravell
Title: County Judge
Date: Sep 11, 2024



APPENDIX A: ORDER FORM

Order Form Prepared for: **Williamson County**
 Prepared By: **Michelle Robinson**
 Order Form Expiration **07/8/2026**
 Date: **07/12/2024**

Bill To Address: 100 Wilco Way Suite HR 101
 Georgetown, TX 78626
 Contact Name: Shelley Loughrey
 Contact Email: sloughrey@wilco.org
 Contact Phone: 512-943-1604

This Agreement shall be legally binding as of the Effective Date and, unless terminated in accordance with the Terms & Conditions, continue until the “**Renewal Order End Date**” set forth in the table below (the “**Renewal Term**”).

*Personify Health, Inc. (f/k/a Virgin Pulse, Inc.) is an authorized Sourcewell Vendor and the Pricing and Solution Descriptions detailed herein are authorized and approved via the Sourcewell Personify Health Contract No. 051922-VRG.

Selected Services & Fees

Services	Renewal Order Start Date	Renewal Order End Date	Renewal Order Term	Billing Unit	Price Per Unit	Minimum Units Committed	Estimated Units	Total Price Per Year
Platform: Engage Employees	01/01/25	07/08/26	19 months	PEPM	\$3.06	1,817	2,193	\$80,526.96
Platform: Spouses	01/01/25	07/08/26	19 months	PEPM	Waived	538	598	\$0
Total Population Health Coaching-Employees Only	01/01/25	07/08/26	19 months	PEPY	\$12.60	1,817	2,075	\$26,145.00
PCP Forms	01/01/25	07/08/26	19 months	Per Unit	\$8.00	N/A	2,768	\$22,144.00
Custom Communications Service Credit	01/01/25	07/08/26	19 months	Annual Credit	(\$3,000)	1	N/A	(\$3,000)
Custom Communications Services	01/01/25	07/08/26	19 months	Hourly	\$150	N/A	N/A	\$0.00
Year One Fees:								128,815.96

Payment Terms and Conditions:

- For those Services listed above with an eligibility-based Billing Unit (as defined in the table above), the Selected Services Fees will be invoiced annually in advance on the Initial Order Start Date and on the anniversary of thereafter for the duration of the Term, based on the greater of the (a) Minimum Number of Units Committed as set forth in the Table above; or (b) the actual number of Units on record in Provider’s system at the time of invoice. Any increase in the number of Billing Units above the invoiced number of Billing Units in a given year will result in a pro-rated price for such additional Billing Units for that year and invoiced quarterly.
- Billing Definitions: PEPY = Per Eligible Per Year; PEPM = Per Eligible Per Month
- The 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, or language translation services.
- Optional Services are as set forth in the Optional Services Attachment attached hereto as Appendix A-2. Pricing and availability as set forth in the Optional Services Attachment is subject to change and will be confirmed within an agreed upon Amendment or Statement of Work.
- Client shall receive one (1) Reporting Dashboard License for every 1,000 Eligible Lives, up to a maximum of five (5) Reporting Dashboard Licenses per year of the Term. Additional fees shall apply in the event that Client wishes to obtain six or more Reporting Dashboard Licenses in a given year of the Term. In the event that Client wishes to obtain additional Licenses above the provided Licenses additional fees shall apply per contract year.
- For the avoidance of doubt, the terms “Selected Services Fees” and “Subscription Services Fees” shall be used interchangeably.

APPENDIX A-1: SOLUTION DESCRIPTIONS

[M0705163.1]

Product descriptions may be updated from time to time to reflect feature changes.

PRODUCT CAPABILITIES

Platform Design & Configurations	<p>Branding, Theming & Content Organization Configure platform elements to reflect your culture and brand. Align content and wellbeing pillars to your organizational focus areas.</p> <p>Personalization Engine Targeted programming and content delivered in an automated fashion to members based on their interests, health risks, & demographics to ensure a personalized experience.</p> <p>Incentive Management Framework Configure incentive structures to your requirements. Reward options can be outcomes-based, task-based, and/or points-based designs. As members engage in healthy behaviors and participate in differing activities, they can earn rewards, i.e., cash, healthcare contributions, local incentives, or store credits. Incentives can be segmented by employee group, i.e., employee vs spouse, US vs. International. Incentive management can be facilitated through the Personify Health platform and/or Personify Health can provide reporting to you to administer the incentive.</p> <p>Integration Framework Integrate specific benefits and programming to your population. Configure available programs determined by client. Integrate and promote benefits, tools, events, and information to drive awareness, usage and impact both on-platform via web & mobile and off-platform. Integrate client-specific programming as well as Personify Health partnerships with the potential for data transfer and rewarding.</p> <p>Language Options The platform and mobile app are available in the following languages: US English, UK English, Chinese (Simplified), Chinese (Traditional), French (European), French (Canadian), German, Italian, Japanese, Korean, Malay, Polish, Portuguese (Brazilian), Russian, Spanish (Latin American), Spanish (European), Swedish, Vietnamese, Dutch, Thai, and Hindi.</p>
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Habit Building & Behavior Change Tools	<p>Healthy Habit Trackers Members self-track health and wellbeing behaviors in key areas: activity, nutrition, learning, sleep, community, relationships, stress, productivity, financial wellbeing, safety, sustainability, diversity, inclusion, effectiveness, and health conditions with the intent of prompting members to make small but daily changes in their lifestyle.</p> <p>Daily Health & Wellbeing Tips Members receive personalized daily tip cards based on their selected interests. The cards take a micro-learning and small steps approach to cue healthy actions. The tip cards encompass key areas: activity, nutrition, learning, sleep, community, relationships, stress, productivity, financial wellbeing, safety, sustainability, diversity, inclusion, effectiveness, and health conditions.</p> <p>Digital Coaching Virgin Pulse Journeys® are daily, self-guided courses that breaks a key behavior or a larger goal into smaller achievable steps, helping people improve their health literacy and form new habits as they go. They cover a variety of lifestyle and health related topics including topics such as, nutrition, stress, finance, tobacco, and diabetes.</p> <p>Sleep & Nutrition Modules Personalized plans that provide practical guidance and a framework to adopt healthy habits with tracking tools, resources, and tips, & reminders.</p> <p>Challenges Corporate and Peer competitions that drive step increases and/or healthy habit development. Also includes promotions and configuration options. Supported challenge types include destination, staged, basic, charity, spotlight, cross-sponsor, family, and healthy habits.</p> <p>Social Connections Members can connect with colleagues, leverage a leaderboard to show activity among friends and join groups based on interests. Additionally, members can invite up to 10 Friends & Family to participate in a limited experience.</p> <p>Shoutouts An employee and peer recognition tool to facilitate a culture of recognition and appreciation and drive engagement with company values.</p>
Assessment & Measurement	<p>Health Assessment – Health Check Flagship assessment that leverages NCQA-certified content to offer members a fresh look at their lifestyle choices and personal health.</p> <p>Surveys Client-built custom surveys that can segmented and deployed through Personify Health platform. Surveys include reporting to help clients act on the insights provided by their population.</p>
Condition Management	<p>My Care Checklist My Care Checklist provides personalized reminders based on data and HEDIS measures to help members stay on top of condition-specific and preventive care actions throughout the year.</p>

PERSONIFY HEALTH LIVE SERVICES

Personify Health Live Coaching	<p>Total Population Health Live, multimodal 1:1 coaching Members are matched to a coach based on member goals and preferences across all lifestyle topics and 22 conditions. Also includes tobacco cessation coaching. Coaching may include proactive outreach to eligible members based on program design – any member can participate.</p>
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ADMINISTRATIVE RESOURCES

Admin Portal	<p>Admin Portal</p> <p>Program administrators can use web-based management tools to manage and segment components of their Personify Health program including calendar events to promote events broadly or to specific locations. There is also the ability to configure wellbeing pillars and topics. Administrators can create daily cards and healthy habits for their employees. Lastly, this tool may be used to deploy unlimited Destination, Basic and Healthy Habit challenges. Choose from the Personify Health Challenge Theme Library or create your own custom theme (client supplies custom content and images), and configure challenge settings (start/end dates, etc.)</p>
Program Reporting and Analytics	<p>Reporting & Insights Package</p> <p>Our Reporting & Insights Package offers clients a range of reporting solutions designed to streamline comprehensive insights and analytics. The package includes several Reporting Dashboards, quarterly and annual business reviews, as well as an extensive list of data extracts known as Administrative Data Extracts, Configurable Data Extracts, or Incentive Qualified Data Extracts. Our reporting deliveries offer ready-made resources that can be conveniently accessed through the client Admin Portal or securely delivered through a file transfer system. For clients with specific reporting needs beyond the standard offerings, Professional Services are provided.</p> <p>Reporting Dashboards</p> <p>Personify Health's reporting dashboards provide insights and analytics regarding health and wellbeing programs. Program admins will have 24/7 access to the dashboards, providing them with a range of reports on member engagement, outcomes, and the ability to tailor content and programming in real-time. Refreshed daily, metrics may be filtered by organizational hierarchy, rewards segmentation, location, and more. Reports can be exported as Excel and CSV files for easy viewing and additional analysis. At any time, sponsors can request a listing of all Reporting Dashboards currently available.</p> <p>Business Reviews</p> <p>Business Reviews are deep dive client reviews led by your client success manager. Reviews include trends over time in enrollment, engagement, and activity, and device usage broken down by several demographic and location/business unit segments.</p> <p>Administrative Data Extracts</p> <p>Personify Health provides standard back-up reports to all clients. These are called Administrative Data Extracts and are delivered monthly. Admin data extract reports are available to admins by default and can be accessed via the Report Archive within their platform account. The four default data extracts are Eligibles, Member Activation, Billable Cash Report, and Non-billable cash report. Additional information provided upon request.</p> <p>The following data extracts are variable based on services and are delivered upon request: Coaching Report, Subsidy Order Report, and Billable Cash FSA/HSA. Additional information provided upon request.</p> <p>Configurable Data Extract</p> <p>Configurable Data Extracts allow clients to configure select items, including column order, incorporation of client-specific eligibility information from the eligibility file, and unique segmentation based on data variables. With the inclusion of configurable data extracts, clients can easily tailor the layout, include relevant data, and apply segmentation to generate highly personalized extracts that precisely fit their specific needs.</p> <p>Incentive Qualified Data Extract</p> <p>The Incentive Qualified Data Extract is a custom data extraction file that supports the client's financial initiatives. It is designed to facilitate the disbursement of earned incentives to employees, enabling efficient transactions such as payroll deposits and HSA contributions. Additional custom reporting requests subject to scope and Professional Service fees.</p>

COMMUNICATIONS

Communications	<p>Standard Member Communications Includes launch campaign options with emails, posters, digital displays, and leadership kit to support enrollment. Additionally, on-going auto-generated comms are delivered to individuals based on their interactions with the platform via email and/or mobile app.</p> <p>Custom Communications Services Credit The Communications Service Credit is annual and expires at the end of each program year. Applicable examples of custom deliverables include:</p> <ul style="list-style-type: none"> • Modification of Catalog Email • Multi-channel Custom Comms Campaign • New Custom Email • Site Pop-Ups • In-app messages / Mobile Push Notifications • Print-Ready Posters / Digital Displays • Print-Ready Post Card • Content for Custom Challenges, Healthy Habits, and Daily Cards • Custom Video Work (travel expenses billed separately) • Third Party Expenses, such as travel, printing and translation, will be billed separately
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ACCOUNT MANAGEMENT SERVICES

Account Management Services	<p>An account manager will be responsible for proactive program management and client outreach to optimize program performance. Services will include:</p> <ul style="list-style-type: none"> Recurring program strategy calls with account manager Annual program review with focus on mutually agreed upon KPI's Comprehensive annual planning process Annual review of Personify Health Product Roadmap Access to Client Service Portal, a self-service ticketing tool where clients can request feature configuration changes, custom content and support on member issues Ability to create one (1) custom Basic or Destination challenge per year for clients, as requested. Client supplies custom content and images. Ability to configure one (1) Basic or Destination challenges from the Challenge Theme Library per year for clients, as requested. For Destination challenges, client has option to supply custom destination content and images for up two (2) of the challenge locations. Client newsletter including new feature announcements and engagement promotion updates Invitation to the annual Personify Health Thrive conference
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MEMBER SERVICES SUPPORT

Online Support	Members may access a knowledgebase of helpful program information and problem resolutions via the Support section of the program site or they may submit questions via the Support form.
Member Services	Provides member-level support after launch via phone (888-671-9395) and email (support@virginpulse.com) from 8am-9pm EST, Monday-Friday; and chat 2am-9pm EST, Monday-Friday.

APPENDIX A-2: PERSONIFY HEALTH OPTIONAL SERVICES

Service/Product	Product/Service Fee	Notes
Single Sign-On	\$2,500 per connection \$200 per hour – custom integrations	Above ten (10) provided per the Order Form
Verified Form Processing Setup	\$1,500 per setup	
Verified Form Processing	\$8.00 – standard form \$13.00 – nonstandard form	
HRA Processing	\$30.00 – Telephonic \$28.00 - Paper	
Custom Destination Challenge	\$5,000 per challenge	Only applicable once client exceeds their contracted allotment
Additional Configurable Challenge	\$1,500 per challenge	Only applicable once client exceeds their contracted allotment
Custom Promoted Healthy Habit Challenge	\$500 per challenge	Only applicable once client exceeds their contracted allotment
Custom Data Extract	\$200 per hour	For reporting needs beyond standard automated reporting capabilities (i.e., enrollment, incentives, etc.)
Max GO	\$40 +s/h per device	Bulk order option available
Wireless Health Stations - Desktop	\$539 per unit	Bulk order option available
Wireless Health Stations - iPad	\$749 per unit	Bulk order option available
Live/Recorded Webinar	30-minute Single Session: \$500 12 Session Bundle: \$3,600 4 Session Bundle: \$1,600	A live 30-minute session, inclusive of Q&A. Session recording is provided. Client logo included, if requested.
Concierge Onsite Health Screening	Fingerstick: \$56.50 per unit Venipuncture: \$61.50 per unit Cotinine only: \$47.00 per unit (venipuncture only) CHEM 36 panel: \$78.00 per unit	Minimum of 30 participants per event
Concierge Onsite Flu Vaccinations – LabCorp (Standalone)	\$42.50 per unit	Minimum of 30 participants per event
Health & Wellbeing Program Manager	\$154,000 per year – Full time \$82,500 per year – Part time	Available in US; UK; AUS; SWZ; SIN; BOS
Workplace Health Coach	\$143,000 per year – Full time \$77,000 per year – Part time	US Only
Health & Wellbeing Specialist	\$143,000 per year – Full time \$77,000 per year – Part time	Available in US; UK; AUS; SWZ; SIN; BOS
Engagement Specialist	\$35,000 per year	Available in US; UK; AUS; SWZ; SIN; BOS
Reporting Dashboard License	\$300 per license per year	
Premier Support Services	10% of Selected Services Fees (Engage/Ignite)	(only applies to Clients with ARR over \$500,000)