

CLEVELAND PUBLIC LIBRARY

Finance Committee
September 15, 2015

**RESOLUTION AUTHORIZING AGREEMENT WITH BRAVO WELLNESS LLC
FOR WELLNESS INCENTIVE PROGRAM SERVICES AND AMENDING AGREEMENT
WITH ARTHUR J. GALLAGHER & CO.**

WHEREAS, On October 18, 2012, the Board of Trustees of the Cleveland Public Library authorized an agreement with BRAVO Wellness LLC (“BRAVO”) to provide a Wellness Incentive Program services on behalf of the Library for a three-year period; and

WHEREAS At the end of 2015 the agreement with BRAVO will expire. The Library would like to renew the agreement for an additional one-year period for services to commence in 2016. Employee participation in the Wellness Program is high and the results of the Wellness Program have been positive. The Library’s medical provider did not increase its premium rates for 2016, the first time there has been no rate increase in a number of years; and

WHEREAS The Library has received a cost proposal from BRAVO for a one-year Wellness Plan through the end of year 2016, the total amount of which is estimated at approximately \$75,000, which could be more or less depending upon employee participation in the health screenings and in the Wellness Initiative Program. A copy of the BRAVO proposal is attached to this Resolution; and

WHEREAS, The Library’s agreement with Gallagher Benefit Consultants (now Arthur J. Gallagher & Co.) will expire on December 31, 2015, and the Library would like to renew the agreement for an additional year. Gallagher has again agreed to contribute the amount of commission it receives from Medical Mutual and apply it towards the Library’s contract with BRAVO, which through the end of calendar year 2016 is estimated to be approximately \$70,250, depending upon Cleveland Public Library employee participation in Medical Mutual health insurance plan; and

WHEREAS, The Library will be responsible to pay BRAVO contract charges in excess of Gallagher’s contribution; now therefore be it

EXHIBIT 9

RESOLVED, That the Executive Director, CEO, or his designee, is hereby authorized to negotiate and execute an agreement with Bravo Wellness LLC subject to the approval of the Chief Legal Officer, for Wellness Program Provider services in accordance with proposal submitted by BRAVO for a period of one-year through 2016, and to expend funds from General Fund No. 11510053-53710 (Professional Services) to cover the Library's portion of the cost of the contract with BRAVO after Gallagher's contribution; be it further

RESOLVED, That the Executive Director, CEO or his designee, is authorized to enter into an amendment to the agreement with Arthur J. Gallagher & Co. to extend the term of its existing agreement for an additional year through December 31, 2016, at the cost of \$33,600 to be expended from General Fund No. 11510053-53710 (Professional Services); and be it further

RESOLVED, In January 2017, and at the end of the contract year, the Fiscal Officer shall report to the Board for its approval, the total number of employees participating in the Wellness Program, the total number of employees participating in the health screenings, and the total cost to the Library of the BRAVO contract for the applicable year.

EXHIBIT A

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| SERVICE and PRICING DETAILS¹ |
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1. **CONSULTING and ADMINISTRATION SERVICES**

Per Service Cycle Consultation Fee for services as detailed herein \$5,000.00

Due on the Beginning Date of this Agreement and each Service Cycle Renewal Date

Per-Participant Administration Fee for services detailed herein **\$55.00** per Participant per Event².

Per-Service Cycle Minimum Fee:

In the event there are fewer than **265** individuals that participate in the Program in a given Service Cycle, if Employer terminates Agreement prior to the completion of a Term, or if Employer does not complete the required number Cycles within a Term or Administrative Fees paid do not meet the Per-Cycle Minimum Fee, a minimum Fee of **\$14,575.00** applies for each Service Cycle in the Term and will be due at the end of the applicable Program Impact Period. In the event of a shortfall, Employer will be invoiced for the difference between the actual Per-Participant Administration Fees paid and the applicable minimum fee.

2. **SCOPE OF SERVICES**

The scope of services below will renew including any authorized Change Orders and associated pricing upon initiation of subsequent cycles unless otherwise amended.

- a. **Per-Service Cycle Set-Up:** Employer hereby commits to the non-refundable Per Service Cycle Consultation Fee authorizing the commencement of the per-Service Cycle services. Customization of these services shall require a Change Order.
1. Per-Cycle review current wellness program and health improvement resources. Identify gaps to close to qualify as “reasonably designed” program as defined in the wellness regulations.
 2. Finalize multi-cycle strategy and timeline. Determine formal overall program goals and success measurements.
 3. Assign lead Client Account Manager, Screening Coordinator and other applicable staff to deliver services engaged.
 4. Engage Bravo Implementation Team and complete client specific Virtual Critical Path (VCP) to assure all expectations and milestones are understood and documented for tracking.
 5. Finalize specific participation goals, health contingent activity based, outcome-based, and/or progress based goals, their associated financial impacts and methods to gather participant results (i.e. plan building).
 6. Facilitate detailed logistical planning for biometric screenings by location, provider packets, custom appeal forms, and reasonable alternatives.
 7. Provide basic Human Resources staff Frequently Asked Questions and training conference call or webcast.
 8. Complete formal Client Service Agreement, Business Associate Agreement(s), and other formal contracting required to engage desired services.
 9. Complete compliance review and annual compliance verification worksheet.
 10. Launch client-specific employee communications (electronic/PDF versions) and client-specific web portal to support program communication, registration, event scheduling and coordination, and act as a “hub” for all health improvement resources available to eligible individuals.
 11. Review file layouts for eligibility, result extract, vendor (i.e. Disease Management) exports

¹ All Fees are subject to the terms and conditions in this Agreement.

² “Event” means a specific window of time where eligible members elect to become Participants in the Program and complete the necessary components of the Program. There can be multiple Events related to a Program Impact Period. Make-up screenings and re-screens due to an appeal are not considered separate Events.

with client, exchange and verify successful test files, establish secure FTP or other method for file exchange, and document frequency of each file.

12. Prepare standard aggregate reporting package once per Cycle.

b. Per Participant Administration: Employer hereby commits to the Per-Participant Administration Fee noted above and authorizing the commencement of the following per-Participant services. Customization of these services shall require a Change Order and may be subject to additional Fees.

1. Load one eligibility (pre-enrollment) file in Bravo's standard layout per Cycle to allow those Eligible Members access to the Web Portal for communications and participation in the program. Those not on the file who are seeking to participate must be verified by Employer before data will be processed for them. Those eligible members not included on the eligibility file may be subject to the New Participant fees below. If Employer is engaging in a Service Run-Out Period one additional eligibility file will be loaded prior to services for newly eligible members.
2. Toll-free bilingual (English and Spanish) call center which is accessible Monday-Friday from 8:00am-8:00pm EST.
3. Assist eligible individuals who registered for the program throughout the screening, health assessment, health activity, appeals and alternatives processes during Service Cycle, and Service Run-Out Period (if applicable).
4. Coordinate registration and screening process and the receipt of results from biometric screening events conducted by Bravo Subcontracted Screening Providers or the receipt of results from Employer Contracted Screening Providers.
5. Coordinate the collection, verification and processing of all provider packet screening forms (*an additional fee as noted in Section d. Selection 3 below will apply*).
6. Track individual participants throughout the process, gather screening forms, lab results and biometrics.
7. Load up to one standard compliance file in Bravo standard layout once per Cycle. Compliance files may contain completion information regarding health assessments, provider visits, age/gender testing, etc. Programming for additional compliance files and/or more frequent loads will require a Change Order and may result in additional fees.
8. Load all results into proprietary IncentiSoft wellness adjudication system and "score" results against client-specific participation-based, activity-based and outcomes-based goals.
9. Generate and mail one personalized results summary to each participant per Service Cycle, including rights to appeals and alternatives. Filing deadlines for appeals and requesting alternatives is 30 days from the date of the results summary.
10. Process Type 1 Appeals– disputed accuracy, Type 2 Appeals – requests for waiver/alternative due to medical issue, Requests for "Reasonable Alternatives" or other custom appeal protocols as mutually defined during implementation.
11. Administration of appeals and alternatives including the issuing of participant appeal disposition letters notifying them of appeal decision and applicable alternative goals and deadlines.
12. Coordinate communication, tracking and verification of completed alternatives warranted by the completion of alternatives and/or Type 2 appeals.
13. Deliver one result extracts/payroll files in Bravo standard format to employer or designated party(s) per week and screening data to applicable health improvement partners.
14. Deliver one biometric extract in Bravo standard format to Employer approved third-party vendor for coaching, risk stratification, etc. as authorized by Employer health operations documentation and/or participant notice.
15. Fees for health improvement partners will be quoted separate from the Bravo fees (if applicable)

c. Excluded Services: The following services are not included in the scope of services provided in the above Fees. Additional Fees may apply if the excluded services are later included in Scope of Services via Change Orders.

1. Creation, production and mailing of welcome letters, progress letters or re-issued result letters, other than those reissued due to an error by Bravo or a Bravo-subcontracted provider.
 - a. *If service requires eligibility file to perform, file must be received 4-6 weeks prior to associated service (ex: Welcome letters mailed prior to registration opening)*
2. Receipt and loading of additional eligibility files in Bravo's standard layout
 - a. *Services requiring more frequent files, or updated files prior to communicating non-participation*
3. Receipt of loading of additional compliance files in Bravo's standard
4. Custom programming for non-standard file layouts
5. Template creation and data transfer for post card reminders
6. Employer requested rebuild, calculate and fulfill Participant Results Letters
7. Rebuilding of incentive plans, data exports or web portals due to Employer error or change of previously agreed to instructions to Bravo
8. Rush services due to failure of Employer or Employer's sub-contracted provider to provide required data files, approvals, contracts or other documentation by pre-established deadlines that were clearly communicated by Bravo.
9. Custom Requests – services will be quoted based upon complexity and associated work effort

d. Screening Services

Employer must select a Screening Provider as outlined below, The Fees and terms of services will be outlined in separate addendums pertaining to the selected Screening Provider and/or services. If Employer adds additional services during the Cycles, addendums corresponding to these services will be sent to Employer for signature prior to implementation of these services.

Employer will be invoiced only for the applicable items ordered as events are planned. Screening Service fees are subject to review and revision, as further detailed in addendums. The three screening selections listed below can be engaged in any combination. Selections can differ between group events and new hire screenings.

Selection 1: Subcontracted Screening Provider –Subcontracted through Bravo, as described in Section 5 of this Agreement. Bravo will coordinate, order, schedule, and oversee data transfer, and exceptions through the Subcontracted Screening Provider. Screening protocols are outlined in **Exhibit B**. See Addendum attached hereto for specific services and pricing.

Selection 2: Employer-Contracted Screening Provider –Independently contracted with Employer, as described in Section 5 of this Agreement. Bravo is not responsible for data quality or turn around as a result of Employer-Contracted Screening Provider. Employer acknowledges full responsibility for ensuring Employer-Contracted Screening Provider follows all the Screening Provider expectations outlined in **Exhibit B**. If Employer selects an Employer-Contracted Screening Provider with whom Bravo has not previously established electronic integration with, a one-time set-up and integration Fee of \$2,500.00 will apply. For any Employer-Contracted Screening Provider, an additional Fee of \$10 per-Participant will apply.

Selection 3: Provider Packets – Electronically-delivered participant instructions and provider screening form to allow Participants to screen through their provider.

- Standard packet and processing - **\$15 per unique form received**
- Additional Costs may apply for customization, including but not limited to:
 - Customization of fields and/or form
 - Requiring lab verification of tobacco/nicotine use
 - Follow up on all missing data points
 - Data entry of non-required results
 - Other customization requests

e. New Participant and Run-Out Fees

Employers may choose to engage Bravo services for eligible Participants who did not participate in the Program during the normal Cycle of services (e.g. new employees and their covered spouse or domestic partner). It is recommended that these individuals be included in the Program if **300** or more individuals are expected each Program Impact Period. A minimum monthly Per-Participant Administration Fee of **\$1,000.00** applies to each month that Employer elects to have Bravo facilitate services for new participants. If elected, no additional fee applies for loading one eligibility file per month.

In the event of Termination of this Agreement, services can continue for a one-time Run-Out Fee of **\$4,500.00** plus applicable per-Participant administration and screening fees. This fee also includes continued call-center support, participant web-portal access, transfer of historical screening results in Bravo standard format (subject to proper privacy releases), continued processing of appeals/reasonable alternatives and the tracking and communication of alternatives in process and continued delivery of result files and other scheduled imports and exports for a period of up to 120 days.

3. **BILLING AGENT (If other than Employer), as described in Section 4**

Direct Invoices for all services engaged above to:

Billing Agent: Gallagher Benefit Services, Attention: Mark H. Nolan,
1100 Superior Avenue East, Suite 1700, Cleveland, Ohio 44114

All Fees Some Fees (NOTE)

4. **TERM** – Fees are subject to change upon Service Cycle Renewal Date. Screening dates and communications referred to in Section 2 herein will be determined during implementation.

Previous Cycle

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| Beginning Date | May 1, 2014 |
| Program Impact Period | January 1, 2015 – December 31, 2015 |

Service Cycle One

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| Beginning Date | July 8, 2015 |
| Initial Program Impact Period | January 1, 2016 – December 31, 2016 |

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| Next Service Cycle Renewal Date ³ | No earlier than January 1 2016 and no later than August 31, 2016 |
| Next Program Impact Period | January 1, 2017 – December 31, 2017 |

Contract End Date: For the initial Term, Employer must complete one Service Cycle implementation by July 8, 2016 which is twelve (12) months from the Beginning Date. Following the initial Term, subject to termination provisions in Section 14 herein, Employer must complete a Service Cycle within twelve (12) months from each subsequent Service Cycle Renewal Date. If Employer does not complete the required number

³ If notice of renewal of this Agreement is received later than end of the Service Cycle Renewal Date timeframe, Bravo's ability to provide services for the following Program Impact Period may be jeopardized.

of Cycles within a Term or Administrative Fees paid within a Service Cycle do not exceed the per-cycle minimum fees required, the Per-Cycle Minimum Fee described herein will apply and be due upon the first date of the applicable Program Impact Period.

A non-refundable deposit of thirty percent (30%) of the estimated total amount for the Program is due to Bravo no less than thirty (30) days prior to the start of Participant registration during each Service Cycle. This deposit is fully applied to the actual invoice Employer receives for services rendered.