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**Board of Commissioners  
 Agenda Item Transmittal Form  
 Procurement/Contract Transmittal Form**

<b>Type of contract:</b> 1 year: <input checked="" type="checkbox"/> Multi-year <input type="checkbox"/> Single Event <input type="checkbox"/> CC Use Only Contract #:	
<input type="checkbox"/> <b>Submission Information</b> Contact Name: Toni Holmes Department: Talent Management  Project Title: Kaiser Biometric Screenings and Wellness Activities portal  Funding Account Number: Funded through Kaisers wellness funds allocated for Rockdale County to support the health of employees. No cost to employees. Contract amount: \$0 Contract Type: Goods ( ) Services (X) Labor ( ) Contract Action: New ( ) Renewal (X) Change Order ( ) Original Contract Number:	<input type="checkbox"/> <b>Vendor Information</b> Vendor Name: Kaiser Permanente Address: 3495 Piedmont Road, NE Atlanta, GA 30305 Address: Email: Kayla.Espana@kp.org Phone #: 404-467-2717 Contact: Kayla Espana Term of contract: For wellness events from 1/1/2025-12/31/2025.
I have reviewed the attached contract, and the amount is approved for processing. <i>Michelle Lyang</i> Signature: _____ Date: 1.13.2025	<p style="text-align: center;"><b>Procurement Officer Signature</b></p> I have reviewed the attached contract, and it is in compliance with Purchasing Policies of Rockdale County. Signature: _____ Date: _____ <i>Jina Malone</i> 12/31/24

Summary: Agreement for Kaiser Permanente to set up an online portal for Kaiser members to complete their online health assessment and track the completion of their biometric screening. This document lays out the plans for using the wellness funds, it includes rewards, health education, webinars, onsite screenings (for members and non-members) and programs. The portal will be active from January 1, 2025- December 31, 2025. Through the portal setup Kaiser will be able to generate reports that will provide data on members who completed activities to qualify for the wellness participant rate. The services are provided through the Kaiser wellness credits that are managed by Kaiser.

Department Head/Elected Official Signature:

Date:

*Toni Belew*

*11/7/24*

*2025-25*

October 25, 2024

Bianca Mallory Thompson  
Benefits Manager  
Rockdale County  
Dept. of Talent Management

Re: Kaiser Permanente workforce health programs

Dear Bianca,

This letter agreement ("**Agreement**") memorializes our previous discussions about the Kaiser Permanente workforce health programs that Kaiser Foundation Health Plan of Georgia for the Georgia Region ("**Kaiser Permanente**" or "**KP**") is providing or arranging for Rockdale County ("**Group**"). KP and Group are collectively the "**Parties**," and each is a "**Party**." The services provided or arranged for under this Agreement are described in Exhibits A (any combination of Exhibits A-1, A-3, A-6, etc.) and are referred to in this Agreement as the "**Services**." The compensation rates applicable to Services are also included in Exhibits A. Exhibit B summarizes the Services chosen by Group and associated compensation rates.

**ELIGIBLE GROUP PARTICIPANTS**

Services will be available to certain Group participants as determined by Group, and the specific Group participants eligible for each Service are described in the various Exhibits A attached to this Agreement. Group participants include the following categories of participants:

Category of Group Participant	Description
1. KP-Subscribers	Group employees who are members of a KP health plan offered by Group (referred to as " <b>KP-Subscribers</b> ")
2. Non-Subscribers	Group employees who are <u>not</u> members of a KP health plan offered by Group (referred to as " <b>Non-Subscribers</b> ")

The eligibility for any particular category of Group participant to access Services may vary by Exhibit and potentially within an Exhibit, and each Exhibit will control as to the availability of a Service to a particular Group participant.

**SERVICES UNDER AGREEMENT**

The Services are not regulated health plan benefits covered by KP when offered in the manner described in this Agreement. Group retains all responsibility for its group health plans' compliance with applicable law (including, as applicable, the Employment Retirement Income Security Act and its implementing regulations), as well as for its employee wellness programs' compliance with applicable law. KP does not provide legal advice to Group regarding the Services, and Group acknowledges its responsibility to consult with its own professionals for any legal advice regarding the Services.

**INFORMATION NEEDED FROM GROUP**

Where KP requires information or materials (for example, information about Non-Subscribers or access to space for work-site clinics) to perform its obligations under this Agreement, Group agrees to provide such information and materials (the "**Required Materials**," as described in Exhibits A). KP will have the right (and, if necessary, Group will obtain any third party rights necessary for KP) to copy, modify, and otherwise use Required Materials and any other content, information, records, and materials provided by or for Group to KP for the purpose of KP performing its obligations and exercising its rights under this

Agreement. If KP does not receive the Required Materials in the specific manner and according to the terms set forth in this Agreement, KP will be under no obligation to provide the Services that require such Required Materials.

#### **USE OF KP PROPRIETARY MATERIALS**

With respect to Services provided by KP, Group acknowledges that, as between the Parties, KP will have all right, title and interest in and to: (a) all content, materials, reports, software and documentation, and any other works of authorship, analytical methodologies, data organization, processes, concepts, systems, know-how, ideas, inventions, and other technology, whether or not confidential, related to the Services, (b) all enhancements, modifications, improvements or derivatives to the foregoing (whether or not created by KP, alone or with others), and (c) all intellectual property rights related to the foregoing (collectively (a), (b) and (c) are referred to as the "KP Proprietary Materials"). Group will not acquire any proprietary rights or licenses in the KP Proprietary Materials.

KP grants to Group a non-exclusive, non-assignable, non-sublicensable, non-transferable right to use any KP Proprietary Materials delivered to it by KP solely in connection with this Agreement. Upon the expiration or termination of this Agreement for any reason, Group will have a non-exclusive, non-assignable, non-sublicensable, non-transferable right to continue to use the reports containing data as well as health education materials furnished by KP to Group under this Agreement. At all times, Group's use of the KP Proprietary Materials is subject to and conditioned on Group's compliance with the terms and conditions of this Agreement.

#### **TERM AND TERMINATION**

This term of this Agreement runs from January 1, 2025 ("Effective Date") through December 31, 2025. If Services are still in process at the time of expiration of the term, the Agreement will continue until the Services are fully performed. Either Party may terminate this Agreement with or without cause, upon 60 days written notice to the other Party. Expiration or termination of this Agreement shall not affect those rights, obligations, powers, remedies, and liabilities that arose prior to expiration or termination or are continuing in nature.

#### **NOTICES**

All notices, consents, requests, demands or other communications to or upon the respective Parties will be in writing and will be effective for all purposes upon receipt, including without limitation, in the case of (i) personal delivery, (ii) delivery by messenger, express or air courier or similar courier (with confirmed delivery), (iii) delivery by United States first class certified or registered mail, postage prepaid and (iv) transmittal by email (with confirmed receipt), addressed to the respective address provided on the signature page. Changes in address will be communicated pursuant to this paragraph.

#### **COOPERATION**

Each Party may use affiliates, consultants or other contractors (together, "Delegates") in connection with the performance of its obligations and the exercise of its rights under this Agreement, provided that such Delegate will be subject to those obligations applicable to the delegating Party that are relevant to activities performed by Delegate.

Each Party will perform its obligations under this Agreement in a manner in accordance with all applicable laws and regulations. Where Group provides data on its employees to KP or a Delegate as necessary for performance of Services (for example, data on Non-Subscribers), Group agrees to follow applicable privacy law, including execution of a Business Associate Agreement where required. Each Party will cooperate with and participate in any activities reasonably necessary to assist the other Party in meeting its legal and regulatory obligations with respect to the Services, including cooperation with any review or examination of the other Party by any governmental agency. Such cooperation and participation will include, without limitation, cooperation with reviews and audits of paper, electronic, or other files, except to the extent inconsistent with applicable law. In accordance with applicable law, KP may use aggregated data and information collected in providing the Services.

Each Party recognizes that the other Party and its affiliates own or have the license to use certain logos, trademarks, service marks and trade names that identify the other Party and its affiliates and contractors and its and their products and services ("Marks"). All goodwill resulting from use of a Party's and its affiliates' and contractors' Marks will inure solely to that Party, its affiliates or contractors, as applicable. Neither Party has acquired, and will not acquire, any right, title or interest in or to the other Party's or its affiliates' or contractors' Marks. Each Party and its affiliates will not register or attempt to register the Marks or any trademark or service mark confusingly similar to the Marks of the other Party, its affiliates or contractors, and will retain the exclusive right to apply for and obtain registrations for its Marks and those of its affiliates throughout the world.

**INVOICES**

For any amounts owed by Group to KP, KP will submit an invoice to Group describing the Services provided. Group will pay KP within 30 days after receipt of the invoice. Payments will be made in U.S. currency to the KP address provided by KP.

**MISCELLANEOUS**

This Agreement will be governed in accordance with the laws of the State of Georgia without reference to conflict of laws principles. This Agreement may be executed in separate counterparts, none of which need contain the signatures of both Parties, and each of which, when so executed, shall be deemed an original and all together constitute and be one of the same instrument. The Parties agree that an electronic signature or a scanned or electronically reproduced copy or image of this Agreement bearing the signatures of the Parties will be deemed an original and will represent competent evidence of the execution, terms and existence of this Agreement notwithstanding the failure or inability to produce an original, executed counterpart of this Agreement, and without the requirement that the unavailability of such original executed counterpart of this Agreement first be proven. Any determination that any provision of this Agreement or any application thereof is invalid, illegal, or unenforceable shall not affect the validity, legality, and enforceability of such provision in any other instance, or the validity, legality or enforceability of any other provision of this Agreement. This Agreement contains the complete understanding among the Parties with respect to the subject matter of this Agreement and supersedes all prior or contemporaneous oral or written representations, communications, proposals or agreements not expressly included. All Exhibits to this Agreement are incorporated into this Agreement by this reference. No changes, amendments, cancellation, or modification to this Agreement will be effective unless signed by duly authorized representatives of both Parties.

Please indicate your agreement with the terms of this Agreement by signing the enclosed copy of this Agreement and returning it to Kayla Espana, Consultant  
Kaiser Permanente  
Workforce Health Consulting Group  
3495 Piedmont Road NE  
Building 10, Floor 4  
Atlanta, GA 30305

Very truly yours,

"Kaiser Permanente"

Kaiser Foundation Health Plan of Georgia

By: \_\_\_\_\_

Print Name: \_\_\_\_\_ Jennifer Craighead \_\_\_\_\_

Title: Executive Director, Workforce Health Consulting & Products\_\_

Date: \_\_\_\_\_

Address for Notices: Workforce-Health-Notices@kp.org

Acknowledged and agreed to by:

"Group"

Rockdale County, GA

By: X

Print Name: ~~Bianca Mallory Thompson~~  
Ja Nice Van Ness

Title: Chair + CEO

Date: \_\_\_\_\_

Address for Notices: 958 Milstead Avenue  
Suite 300  
Conyers, GA 30012

**ATTEST:**

\_\_\_\_\_  
Jennifer O. Rutledge, County Clerk

Approved as to form

\_\_\_\_\_  
M. Qader A. Balg, County Attorney

**EXHIBIT A-1**

**BIOMETRIC SCREENINGS AND OTHER PREVENTIVE HEALTH SERVICES**

**1. Description of program**

Subject to the below Terms and Conditions, KP will provide the following worksite services.

**Biometric Screenings and Flu Vaccinations:**

<b>Service</b>	<b>Description</b>
Onsite Advanced Screening Package (non-fasting)	Total cholesterol, Low Density Lipoprotein (LDL), High Density Lipoprotein (HDL), Glucose, Blood Pressure, Measured Height & Weight, BMI, Exercise and Tobacco Status.

**Group Participants Eligible for this Service**

<input checked="" type="checkbox"/>	KP-Subscribers
<input checked="" type="checkbox"/>	Non-Subscribers

**2. What needs to be supplied by Kaiser Permanente?**

KP will provide the worksite biometric screenings and services noted above, as mutually agreed by the Parties.

**3. What needs to be supplied by Group ("Required Materials")?**

Group will provide the site location and other identified hardware, as well as at least 6 weeks advance notification of the date the worksite screenings and services are to take place.

**4. Fee Schedule**

<b>Service</b>	<b>Price</b>
Onsite Advanced Screening Package (non-fasting)	\$48 per participant
<b>Terms &amp; Conditions</b>	
<b>Fees</b>	<ul style="list-style-type: none"> <li>• Total fees may vary by event, based on actual participation, event duration, staffing, event hours, travel fees, class customization, etc. Estimated event fees will be provided when event is scheduled. Total actual fees will be detailed on a post-event invoice, as applicable.                             <ul style="list-style-type: none"> <li>○ Additional staffing fees apply to services provided weekdays after 6:00 p.m. and before 7:00 a.m., and any time during weekends.</li> <li>○ Additional fees may apply for non-standard event duration and/or non-standard staffing levels</li> <li>○ Travel fees may apply, depending on event location, and will be quoted when event is scheduled.</li> <li>○ Screenings priced hourly are subject to a 3-hour minimum, billed at \$80 per staff hour. The full hourly rate will be charged for any partial hour.</li> <li>○ Wellness Consultations are subject to 3-hour minimum per consultant. The full hourly rate will be charged for any partial hour.</li> </ul> </li> </ul>

	<ul style="list-style-type: none"> <li>Onsite screenings and flu vaccination clinics will be charged at a minimum of 30 participants or 80% of estimated participation, whichever is greater, plus any additional fees if applicable.</li> </ul>
Scheduling Guidelines	<ul style="list-style-type: none"> <li>All service requests must be submitted at least 6 weeks in advance in order to comply with permit application deadlines and staff scheduling lead-time. Requests submitted with less than 6 weeks' notice will be accommodated if possible, but are not guaranteed.</li> <li>Requests to <u>increase</u> number of attendees or event duration less than 10 business days before scheduled event date will be accommodated if possible, though cannot be guaranteed. Premium freight fees and supplemental staffing fees may apply.</li> <li>Requests to <u>decrease</u> number of attendees or event duration less than 10 business days before scheduled event date cannot be accommodated. In such cases, billing will be based on most recent participation estimate and event schedule provided before 10 business day cutoff.</li> <li>Requests to change event type less than 10 business days before scheduled event date will be accommodated if possible, though cannot be guaranteed. If requested changes cannot be accommodated, Group may reschedule, subject to rescheduling fee described below, or proceed with services confirmed before 10 business day cutoff.</li> </ul>
Cancellation and Rescheduling	<ul style="list-style-type: none"> <li>Cancellation notice is not effective until received by your Kaiser Permanente Account Management representative or Workforce Health contact.</li> <li>If a confirmed event is cancelled less than 10 business days before event date, 50% of the total estimated event fees will be charged.</li> <li>However, if a confirmed event is cancelled less than 5 business days before event date, 100% of total estimated event fees will be charged.</li> <li>If a confirmed event is rescheduled less than 10 business days before event date, 25% of total event fees will be charged in addition to actual cost of rescheduled event. Rescheduling requests are subject to the 6 week lead-time described above. Rescheduling requests with less than 6 weeks' notice will be accommodated if possible, but are not guaranteed.</li> <li>Cancellations due to COVID. Cancellation and rescheduling fees will be waived when a government mandate prohibits participants from being at event location, e.g., COVID shelter-in-place order. Exceptions will not be made for cancellation or rescheduling requests in the absence of such government mandate.</li> </ul>

**Credits**

In connection with KP's mission to promote wellness in the community, the following credits will be applied to the Group's fees.

Services covered by credits	Biometric Screenings
Maximum Credit	\$3,800
Time Period	1/1/2025—12/31/2025

**EXHIBIT A-2**

**WORKFORCE HEALTH EDUCATION SERVICES**

**1. Description of the Program**

KP will provide the workforce health education services described below:

**Services:**

Title	Description	Onsite or Webinar Delivery	Duration (minutes)	Number of Sessions
Get Moving	Participants will learn guidelines for physical activity, the different types of physical activity, and explore ways to increase motivation and overcome barriers.			TBD
Healthy Eating	Participants learn the principles of good nutrition as they apply to basic good health and help to lower the risk of developing certain chronic conditions. This class is quite helpful for those wishing to further improve control of conditions such as diabetes, heart disease, hypertension, and weight management.			TBD
Stress Reduction	Describes the participant's body's "stress response," how to identify stress, and help combat these effects by providing an overview of stress management skills.			TBD

**Group Participants Eligible for this Service**

X	KP-Subscribers
X	Non-Subscribers

**2. What needs to be supplied by Kaiser Permanente?**

KP will provide workforce health education services and on the dates and in the locations as mutually agreed by the Parties.

**3. What needs to be supplied by Group ("Required Materials")?**

Group will provide the site location, room, projector, and other identified hardware.

**4. Fee Schedule**

Service	Price
One-hour Single-Session In-person or Webinar Class	<ul style="list-style-type: none"> <li>\$525 per one-hour session</li> <li>For extended class greater than one hour, \$100 per each additional 30-minute increment or portion thereof after first hour</li> </ul>
One-hour Multi-Session In-person or Webinar Class Series	<ul style="list-style-type: none"> <li>\$525 for initial one-hour session</li> <li>\$525 per additional one-hour session</li> <li>For extended initial or additional sessions greater than one hour, \$100 per each additional 30-minute increment or portion thereof after first hour</li> </ul>
30-minute Single-Session Webinar Class	<ul style="list-style-type: none"> <li>\$425 per 30-minute session</li> <li>For extended initial or additional sessions greater than 30-minutes, \$100 per each 30-minute increment or portion thereof after first 30-minutes</li> </ul>
30-minute Multi-Session Webinar Class Series	<ul style="list-style-type: none"> <li>\$425 for initial 30-minute session</li> <li>\$425 per additional 30-minute session</li> </ul>



	<ul style="list-style-type: none"> <li>For extended initial or additional sessions greater than 30-minutes, \$100 per each 30-minute increment or portion thereof after first 30-minutes</li> </ul>
<b>Terms &amp; Conditions</b>	
Fees	<ul style="list-style-type: none"> <li>Total fees may vary by event, based on actual participation, event duration, staffing, event hours, travel fees, class customization, etc. Estimated event fees will be provided when event is scheduled. Total actual fees will be detailed on a post-event invoice, as applicable. <ul style="list-style-type: none"> <li>Additional staffing fees apply to services provided weekdays after 6:00 p.m. and before 7:00 a.m., and any time during weekends.</li> <li>Additional fees may apply for non-standard event duration and/or non-standard staffing levels</li> <li>Travel fees may apply, depending on event location, and will be quoted when event is scheduled.</li> </ul> </li> <li>In-person class participation is limited to 50 participants unless otherwise agreed by KP at time of scheduling. Additional fees may apply for additional participants. Webinar class participation is limited to 3,000 due to technical limitations.</li> <li>Additional fees may apply for customized classes and supplemental class materials which will be quoted at time of event scheduling.</li> </ul>
Scheduling Guidelines	<ul style="list-style-type: none"> <li>All webinar and in-person health education class requests must be submitted at least 6 weeks in advance due to staff scheduling lead-time requirements. Requests submitted with less than required lead-time will be accommodated if possible, but are not guaranteed.</li> <li>Requests to <u>increase</u> number of in-person class participants to greater than 50 that are submitted less than 10 business days before the scheduled event date will be accommodated if possible, though cannot be guaranteed. Supplemental staffing and material fees may apply.</li> <li>Requests to <u>decrease</u> number of in-person class participants (if original request is greater than 50 participants) that are submitted less than 10 business days before the scheduled event date cannot be accommodated. In such cases, billing will be based on most recent participation estimate and event schedule provided before the 10 business day cutoff.</li> <li>Requests to change class topic less than 10 business days before the scheduled event date will be accommodated if possible, though cannot be guaranteed. If requested changes cannot be accommodated, Group may reschedule subject to rescheduling fee described below, or proceed with services confirmed before 10 business day cut off.</li> <li>Registration and attendance minimums may apply to on-site health education classes. Your Kaiser Permanente representative will advise at the time of event scheduling if these requirements are applicable.</li> </ul>
Cancellation & Rescheduling	<ul style="list-style-type: none"> <li>Cancellation notice is not effective until received by your Kaiser Permanente Account Management representative or Workforce Health contact.</li> <li>If a confirmed event is cancelled less than 10 business days before event date, 50% of the total estimated event fees will be charged.</li> <li>However, if a confirmed event is cancelled less than 5 business days before event date, 100% of total estimated event fees will be charged.</li> <li>If a confirmed event is rescheduled less than 10 business days before event date, 25% of total event fees will be charged in addition to actual cost of rescheduled event. Rescheduling requests are subject to the 6 week lead-time described above. Rescheduling requests with less than 6 weeks' notice will be accommodated if possible, but are not guaranteed.</li> <li>Cancellations due to COVID. Cancellation and rescheduling fees will be waived when a government mandate prohibits participants from being at event location,</li> </ul>

	e.g., COVID shelter-in-place order. Exceptions will not be made for cancellation or rescheduling requests in the absence of such government mandate.
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**Credits**

In connection with KP's mission to promote wellness in the community, the following credits will be applied to the Group's fees.

Services covered by credits	Health Ed (Webinars)
Maximum Credit	\$5,200
Time Period	1/1/2025-12/31/2025

**EXHIBIT A-3**

**REWARDS**

**1. Description of Program**

KP's Rewards Program encourages eligible participants to complete selected health and wellness programs. KP can provide prepaid reward cards, facilitate deposits to KP-administered Health Savings Accounts and Health Reimbursement Arrangement Accounts, and provide data reporting to facilitate Rewards programs administered by Group. All these activities are referred to as "Rewards."

**Type of Service**

Type of Service	Description
HEP Activity Portal	<ul style="list-style-type: none"> <li>• KP's Health Engagement Platform (HEP) encourages eligible participants to complete selected health and wellness activities in order to earn Rewards.</li> <li>• Group participants will access an online portal to track their activity status.</li> <li>• Group participants will need to provide HIPAA consent in order to participate in the Rewards programs. There are several ways to meet this requirement which will be agreed to by both Parties.</li> </ul>

**Group Participants Eligible for this Service**

<input checked="" type="checkbox"/>	KP-Subscribers
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**Rewards Format Available**

	Reward Format	Description
<input checked="" type="checkbox"/>	Group Administered Reward	Group will administer their rewards directly to the Group participants. KP will support the Group by providing individual level data extracts.

**Activities resulting in Rewards**

	Activity	Description
<input checked="" type="checkbox"/>	Total Health Assessment	Completion of Total Health Assessment.
<input checked="" type="checkbox"/>	Biometric Screenings	Receipt of four specific biometric screenings (body mass index, blood pressure, blood glucose, and cholesterol).

**Activity Details**

**Completion of Total Health Assessment**

The Total Health Assessment is an online total health assessment that offers a personalized assessment and action plan that will refer the Group participant to other online wellness programs.

Group participants who are 18 years or older may earn a reward for completing the online Total Health Assessment program during the activity period. A Group participant may only earn one reward for this health and wellness activity.

<b>Is the activity required to earn a reward?</b>	<b>Yes</b>
<b>Does this activity need to be completed prior to earning Rewards for other activities?</b>	<b>Yes</b>

What is the start date of the activity period?	1/1/2025
What is the end date of the activity period?	10/15/2025
<b>Bundled Reward Value -- must be bundled with other activities:</b> THA & Biometric Screening	<b>Incentive: \$100</b> Reward Card

**Receipt of specific Biometric Screenings**

Group participants who are 18 years or older may earn a reward for receiving the following four biometric screenings: body mass index (BMI), blood pressure, blood glucose, and cholesterol. To be eligible for this reward, Group participants must have received all four of the biometric screenings at a KP facility within the activity period or within these look-back time periods: for BMI and blood pressure screenings, within two years prior to the first day of the activity period, and for blood glucose and cholesterol screenings, within five years prior to the first day of the activity period.

Is the activity required to earn a reward?	Yes
Does this activity need to be completed prior to earning Rewards for other activities?	Yes
What is the start date of the activity period?	1/1/2025
What is the end date of the activity period?	10/15/2025
<b>Bundled Reward Value -- must be bundled with other activities:</b> THA & Biometric Screening	<b>Incentive: \$100</b> Reward Card

**OTHER INFORMATION ABOUT THE REWARDS PROGRAM:**

Each Group participant is limited to Rewards totaling no more than \$100 per year. Group acknowledges that Rewards may be taxable.

Group acknowledges that some participants may find some Reward activities medically difficult or inadvisable and that such participants may nevertheless be eligible to receive credit for these activities through a waiver process. More information on these situations is available from KP, for example, in the Rewards Guide describing processes for Rewards in more detail.

**2. What needs to be supplied by Kaiser Permanente?**

**HEP Activity Portal**

KP will provide the HEP Activity Portal which allows the Group participant to agree or decline the Wellness Program Agreement, tracks the Group participant's activity status, and provides the Group with standard aggregate reporting.

**Reporting Details**

KP will provide reporting formats and schedule:

- File Format: Microsoft Excel
- Frequency: One-time per month

- Delivery Methodology: Accellion (Secure Web)
- Deliver Date: The 15<sup>th</sup> day of every month

### 3. What needs to be supplied by Group ("Required Materials")?

Group acknowledges that tasks must be completed on a schedule in order for the Rewards program to launch on time. This schedule is set at the discretion of KP, communicated by KP to Group, and allows successful completion of necessary tasks in a manner consistent with industry best practices. Group agrees to cooperate with KP in completing the tasks on schedule, as required to ensure a timely Rewards launch.

Any changes to the Rewards program must be submitted in writing to KP. KP will assess each change request to determine feasibility, scheduling, and potential additional fees to Group.

If Group elects to have Rewards delivered as deposits to a participant's HSA/HRA account, Group must provide the information required to administer the deposits, including without limitation, the participant's social security number and Group's employer tax identification number.

If Group's Rewards program includes the Health Engagement Platform (HEP) portal, Group agrees to use of the HEP URL: [kp.org/engage](http://kp.org/engage)

### 4. Fee Schedule

Service	Fee
HEP Activity Portal	<ul style="list-style-type: none"> <li>• \$4.50 per eligible participant or a minimum of \$2,650, whichever is greater</li> </ul>
Automatic prepaid reward card distributed as part of a portal program	<ul style="list-style-type: none"> <li>• Face value of the reward card plus \$4.50 for administrative &amp; shipping fees by U.S. Postal Service. U.S. Postal rates are subject to change.</li> </ul>
Reports (Individual Member Level Reports or Aggregate Reports)	<ul style="list-style-type: none"> <li>• Monthly reports: No Charge</li> <li>• Reports more frequently than monthly: \$250 per report</li> </ul>
<b>Terms &amp; Conditions</b>	
Fees	<ul style="list-style-type: none"> <li>• Monthly reports and data extracts are included in the program fee. Additional reports are \$250 per report.</li> <li>• Additional fees may apply for non-standard requests. Total fees may vary by customization, etc.</li> <li>• Estimated fees will be provided during the proposal. Total actual fees will be detailed on an invoice as applicable.</li> </ul>
Guidelines	<ul style="list-style-type: none"> <li>• HEP Portal requests must be submitted at least 45 business days in advance. Requests submitted with less than 45 business days' notice will be accommodated if possible, but are not guaranteed.</li> <li>• HEP Data Portal requests must be submitted at least 45 business days in advance. Requests submitted with less than 45 business days' notice will be accommodated if possible, but are not guaranteed.</li> <li>• Automatic prepaid reward cards may take between 20-30 business days for delivery.</li> </ul>
Change Request & Cancellations	<ul style="list-style-type: none"> <li>• If a program is cancelled prior to User Acceptance Testing, 50% of program cost will be charged</li> </ul>

Service	Fee
	<ul style="list-style-type: none"> <li>• If a program is cancelled between User Acceptance Testing and the program launch date, 75% of program cost will be charged</li> <li>• If a program is cancelled post launch date, 100% of program cost will be charged</li> <li>• Any changes to the Rewards program must be submitted in writing to KP. KP will assess each change request to determine feasibility, scheduling, and potential additional fees to Group.</li> </ul>

**Credits**

In connection with KP's mission to promote wellness in the community, the following credits will be applied to the Group's fees.

Services covered by credits	HEP Activity Portal + Reward Cards
Maximum Credit	\$35,000
Time Period	1/1/2025--10/15/2025

**EXHIBIT A-4**

**FACILITATED CONNECTIONS WITH OTHER WELLNESS COMPANIES**

**Curated Plus Arrangements**

KP will facilitate Group's introduction to other wellness companies and will offer access for Group to KP's negotiated pricing for their services.

<b>Wellness Company</b>	<b>Description of Services</b>
<b>Health Enhancement Systems</b>	Ready to implement wellness challenges including fitness, nutrition, weight management, stress management, and other health campaigns.

**Group Participants Eligible for this Service**

x	KP-Subscribers
x	Non-Subscribers

**Fee Schedule**

<b>Wellness Company</b>	<b>Fee Schedule</b>
<b>Health Enhancement Systems</b>	<b>\$6,000 (bundled license)</b>

**Payment**

As part of KP's mission to promote wellness in the community, KP agrees to credit Group for certain costs actually incurred by Group for eligible wellness services provided by the wellness company(ies) and during the time period(s) noted below, up to the maximum dollar amount specified below. In the event that the fees for these wellness services to Group's participants exceed the maximum credits provided by KP, KP will invoice Group for the difference.

<b>Name of Wellness Company Eligible for KP Credit</b>	<b>Dates of Service During Which KP Credit is Eligible</b>	<b>Maximum amount of KP Credit to Group for these Services</b>
HES online wellbeing challenges	2X per year, Spring and Fall	Up to \$6,000

The parties acknowledge that Group's payment for the Services in this Exhibit is included in a separate line item for workforce health in the per member per month dues Group pays to KP, as further described in the table below.

Services covered by dues	HES wellbeing challenges
Maximum amount to be expended for Services	\$6,000
Time Period	1/1/2025 – 12/31/2025

**EXHIBIT B**

**SUMMARY OF SERVICES AND FEES**

For Group's convenience, the following table provides a summary of the Services and fees outlined in this Agreement. In the event of a conflict between a provision in an Exhibit A and this Exhibit B, Exhibit A will control. As noted in the table, KP is providing some credits to offset Group's fees as part of KP's mission to promote wellness in the community.

Service	Eligible Participants	Expected Program Dates	Price Per Program	KP Credits
<b>Biometric Screenings &amp; Other Preventive Health Services</b>				\$3,800
Onsite Advanced Screening Package (non-fasting)	KP Subscribers	1/1/2025-12/31/2025	\$48 per participant	
<b>Workforce Health Education Services</b>				\$5,200
One-hour Single-Session In-person or Webinar Class	KP Subscribers and Non-Subscribers	1/1/2025-12/31/2025	\$525 per one-hour session For extended class greater than one hour, \$100 per portion of hour after first hour	
<b>Rewards</b>				\$35,000
Health Engagement Platform Activity Portal	KP-Subscribers	1/1/2025-10/15/2025	\$4.50 per eligible participant or a minimum of \$2,650, whichever is greater	
Automatic prepaid reward card distributed as part of a portal program	KP-Subscribers	1/1/2024-12/31/2024	Face value of the reward card plus \$4.50 for administrative & shipping fees by U.S. Postal Service. U.S. Postal rates are subject to change.	
Reports (Individual Member Level Reports or Aggregate Reports)	KP-Subscribers KP Subscriber-Spouses	1/1/2024-12/31/2024	<b>Monthly reports: No Charge</b> <b>Reports more frequently than monthly: \$250 per report</b>	
<b>Facilitated Connections with Other Wellness Companies</b>				\$6,000
Health Enhancement Systems			\$6,000	