

FORSYTH COUNTY

BOARD OF COMMISSIONERS

MEETING DATE: February 8, 2016

AGENDA ITEM NUMBER: 7

SUBJECT: RESOLUTION AWARDING AND AUTHORIZING EXECUTION OF A CONTRACT BETWEEN FORSYTH COUNTY AND NOVANT HEALTH, INC. FOR CORPORATE WELLNESS SERVICES (HUMAN RESOURCES DEPARTMENT)

COUNTY MANAGER'S RECOMMENDATION OR COMMENTS: Recommend Approval

SUMMARY OF INFORMATION:

The County provides wellness services to eligible employees, spouses, and retirees. These services include health risk assessments, biometric screenings, and coaching. County staff prepared a Request for Proposals (RFP) and solicited proposals with a deadline for proposal submission of January 12, 2016. The following firms submitted proposals:

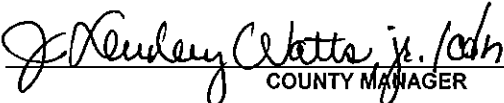
Wellness RFP Summary

Vendor	Estimated Cost
Novant Health, Inc.	\$237,000
Wake Forest Baptist Health	\$264,467
Synergy Healthcare	\$305,300
Carolina HealthCare System	\$352,410
TargetCare, Inc.	\$404,887

Note: Estimates are based on 2150 participants engaged in biometric screenings and an average of 466 coaching sessions held per month

The firm with the lowest proposed cost also meeting the requirements of the RFP is Novant Health, Inc. Novant Health, Inc. is the County's current provider and proposed a projected annual fee of \$236,500, which is guaranteed for up to three years (first year plus two optional years).

ATTACHMENTS: YES NO

SIGNATURE: 
COUNTY MANAGER

DATE: February 3, 2016

**RESOLUTION AWARDING AND AUTHORIZING EXECUTION OF A
CONTRACT BETWEEN FORSYTH COUNTY AND NOVANT HEALTH, INC.
FOR CORPORATE WELLNESS SERVICES
(HUMAN RESOURCES DEPARTMENT)**

WHEREAS, County staff prepared a request for proposals (RFP) and solicited proposals from corporate wellness services providers; and

WHEREAS, five firms responded by submitting proposals and the firm with the lowest proposed cost also meeting the requirements of the RFP is Novant Health, Inc.; and

WHEREAS, Novant Health, Inc. is the County's current corporate wellness services provider and their proposal amount is \$236,500, which is guaranteed for up to three years (first year plus two optional years); and

WHEREAS, it is recommended that a contract for corporate wellness services be awarded to Novant Health, Inc. and that all other proposals be rejected;

NOW, THEREFORE, BE IT RESOLVED by the Forsyth County Board of Commissioners that a contract in an estimated amount of \$236,500 is hereby awarded to Novant Health, Inc. for the provision of corporate wellness services, for eligible Forsyth County employees, spouses, and retirees, which amount is guaranteed for up to three years (first year plus two optional years), and all other proposals are hereby rejected.

BE IT FURTHER RESOLVED that the County Manager and Clerk to the Board are hereby authorized to execute, on behalf of Forsyth County, the attached contract between Forsyth County and Novant Health, Inc., subject to a pre-audit certificate thereon by the County Chief Financial Officer, where applicable, and approval as to form and legality by the County Attorney. The original contract is incorporated herein by reference.

BE IT FURTHER RESOLVED that the County Manager is hereby authorized to execute, on behalf of Forsyth County, subsequent contracts or contract amendments with this provider for these services within budgeted appropriations in current and future fiscal years if these services are necessary.

Adopted this 8th day of February 2016.

CORPORATE WELLNESS SERVICES AGREEMENT

THIS CORPORATE WELLNESS SERVICES AGREEMENT (this “Agreement”) is made and entered into as of the 8th day of February, 2016, by and between Novant Health, Inc., Department of Corporate Wellness (“Novant”), and Forsyth County, North Carolina on behalf of its Department of Human Resources (“County”).

A. WHEREAS, County is a body politic and corporate charged with operation of Forsyth County government; and

B. WHEREAS, County sponsors a health and welfare benefit plan (the “Plan”) to provide various health care benefits to County’s covered employees.

C. WHEREAS, in keeping with its charitable mission of improving the health of communities one person at a time, Novant provides corporate wellness services to employers and their sponsored plans.

D. WHEREAS, County wishes to receive and Novant is willing to provide certain corporate wellness services and programs to County and its Plan on the terms stated herein.

NOW, THEREFORE, for and in consideration of the promises, covenants and agreements contained herein, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

- 1) **Term.** The initial term of this Agreement shall commence on July 1, 2016 and end at midnight on June 30, 2017 (the “Initial Term”). This Agreement may be renewed for two additional one-year terms (each, a “Renewal Term”) upon the execution of a written amendment signed by the parties. Novant agrees to maintain the same pricing structure.
- 2) **Termination Clause.** Either party may terminate this Agreement, with or without cause, upon ninety (90) days written notice to the other party.
- 3) **Services and Programs.** Novant will provide the services and programs described in Attachment A attached hereto and incorporated herein by reference (the “Services”). The Services will be provided to County and its Plan for the benefit of County employees, spouses and retirees who are eligible to receive health and welfare benefits under the Plan (“eligible employees”). It is understood and agreed that Novant may use subcontractors for the provision of selected Services.
- 4) **County Obligations.** County, on behalf of itself and its Plan, agrees to the following undertakings:

- a) **Employee Incentives.** County shall cause its Plan to establish an employee incentive program that will reward eligible employees for:
 - i) Participating in biometric screenings;
 - ii) Attending initial appointment with health coach; and
 - iii) Attending required coaching sessions in accordance with established protocols.

- b) **Distribution of Materials.** County shall distribute promotional and marketing materials related to health and wellness initiatives, including but not limited to any lunch-n-learns, onsite services, and screenings. Novant staff and County will collaborate in the creation, planning, and content of such materials that relate to the initiatives with which Novant is involved. Materials created by Novant will be provided to County in electronic format.

- c) **Program Coordination.** County will facilitate the provision of the Services by:
 - i) Providing to Novant the demographic information necessary to enable eligible employees to pre-register for the Novant Now fast pass process;
 - ii) Maintaining a culture that promotes and encourages participation in and utilization of the Services; and
 - iii) Coordinating covered employee participation in biometric screenings.
 - iv) Communicating benefit design and compliance requirements.
 - v) County shall share data with Novant that assists in measuring the success of the services rendered on an annual basis.

- d) **Payment for Services.** County will pay Novant for the Services Novant provides at the rates set out in **Attachment A** and incorporated herein by reference. Novant will invoice County quarterly. Payment will be due Novant within thirty (30) days of County receiving this invoice. Novant agrees to maintain the same pricing structure throughout the terms of this contract.

- e) **Space.** County shall provide suitable office space at the locations mutually agreed upon by Novant and the County (the "Locations"). The Locations shall be available to Novant for during operational hours of 9 a.m. to 5 p.m. and should include desk, internet connection and telephone connectivity. One day per week will be available until 7 p.m. for coaching and one day per quarter will be available until 7 p.m. for screenings. County shall provide the Locations at its sole expense.

- 5) **No Provision of Medical Treatment.** It is understood and agreed by the parties hereto that the Services provided hereunder shall not include or constitute medical care or treatment, and no provider-patient relationship will be established in connection with the Services. As a condition of participating in the Services, eligible employees will be required to sign a consent and acknowledgement form acceptable to Novant indicating their understanding that Novant is not providing medical treatment or establishing a provider-patient relationship in connection with the Services. In addition, County shall use its best efforts to clarify to eligible employees that Novant is not providing direct provider services in connection with this Agreement.

- 6) **Payment by Members.** Novant shall in no event have a right to seek any type of payment from, bill, charge or have recourse against any eligible employee or insurer for the Services.
- 7) **Records Ownership/Access.** It is understood and agreed that Novant shall not create medical records in connection with the Services. To the extent that Novant creates any documentation in connection with its provision of the Services to County, such records shall be and remain solely the property of Novant.
- 8) **Independent Contractor.** The sole relationship between the parties hereto is that of independent contractors. This Agreement is not intended, nor shall it be construed, to create any partnership, employment, or agency relationship between County and Novant.
- 9) **Insurance.** Each party agrees to maintain adequate liability insurance covering their obligations hereunder or to self-insure for the same.
- 10) **Limitation of Liability and Indemnity.** The parties agree that neither party shall be liable to the other party for any indirect, incidental, special, consequential or punitive damages arising out of or related to this Agreement or the Services. In addition, Novant shall not be liable to County, any eligible employee, or any other person or entity for damages or losses of any kind whatsoever, whether to person or property, arising out of this Agreement or the Services except to the extent caused by its gross negligence or willful misconduct. County agrees to indemnify, defend and hold Novant harmless from all such liabilities and losses not excepted. In no event shall Novant's liability arising out of this Agreement exceed the amounts paid by County hereunder for the Services in the twelve-month period immediately preceding the event, act, or omission giving rise to such liability.
- 11) **Exclusivity.** During the term of this Agreement County agrees that it will not conduct events or offer wellness and disease management services in partnership with, on the premises of, or in affiliation with any healthcare providers other than Novant or an affiliate of Novant, unless Novant has given County prior written approval.
- 12) **Confidentiality.** All parties hereto shall maintain the contents of this Agreement, and any exhibits, and other agreements executed pursuant to this Agreement, and the negotiations leading thereto as confidential matters to be shared only between the parties, their Boards of Directors, their attorneys, their accountants, and those staff members and other agents whose knowledge hereof is essential to the implementation of this Agreement or the management of the parties' business affairs. Nothing contained in this Agreement shall prohibit the parties from disclosing the substance or the terms and conditions of this Agreement should such disclosure be required to enforce the terms of this Agreement or to respond to inquiries from taxing or other governmental authorities, hearings, investigations or other official proceedings. Should either party receive notification of an audit or investigation by any governmental entity regarding services provided pursuant to this Agreement, said party shall immediately inform the other party and, to the extent not prohibited by law or other legal obligation, share fully with the other party the nature of the audit or investigation and any response thereto. Each party acknowledges that during the Term of this Agreement, they

may acquire, be exposed to and have access to, the other party's material, data and information that is confidential, proprietary and/or a trade secret (the "Confidential Information"). Confidential Information shall include, but not be limited to, any confidential or proprietary information disclosed by or on behalf of either party in written or oral form and any such information discovered by either party pursuant to its provision of services under this Agreement. The parties hereby agree that they will not disclose the Confidential Information, except as required in the course of performing their obligations under this Agreement, to any person, firm or corporation, or use the Confidential Information for any purpose except to perform their respective obligations pursuant to this Agreement.

13) General Provisions.

a. This Agreement contains the entire agreement and understanding of the parties relating to the matters referred to herein. Each party represents that it is authorized to enter into this Agreement and has gotten any necessary approval prior to entering into this Agreement. Neither party may waive, modify, alter or amend anything in this Agreement, except by another written instrument signed by the parties.

b. This Agreement shall not be assigned by either party without the prior written consent of the other party.

c. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

d. It is the desire of Novant and County that this Agreement comply in all respects with applicable federal and state laws and regulations, particularly those relating to Medicare and Medicaid reimbursement and to Novant's tax-exempt status. Therefore, Novant and County agree to negotiate in good faith to modify/reform this Agreement in any manner necessary to: (i) ensure such compliance with applicable laws, rules and regulations, including those relating to Medicare and Medicaid reimbursement; (ii) revise any provision which jeopardizes or causes loss of the tax-exempt status of Novant, or any party related to, or affiliated with it, so that after the revision, Novant (or the affiliated corporation) will qualify or continue to qualify for tax-exempt status; and (iii) eliminate the imposition of intermediate sanctions under Section 4958 of the Internal Revenue Code. The terms of this Section will survive the termination or expiration of this Agreement. If this Agreement is reformed as herein set forth, the parties shall, to the extent possible consistent with law and the parties' tax-exempt status, strive to preserve the financial benefits accruing to each party under this Agreement. If, following good faith negotiations, the parties are unable to agree upon a needed modification or are otherwise unable to accomplish the ends enumerated in clauses (i), (ii), and (iii) above, either party may terminate this Agreement by giving notice of termination to the other party.

e. The parties hereby acknowledge and agree that no benefits to County hereunder require, nor are in any way contingent upon or intended to induce, the admission,

recommendation, referral or any other arrangement for the provision, ordering or leasing of any item or service offered by Novant or any of its affiliates.

f. This Agreement may be amended at any time by written instruments executed by the authorized officials of Novant and County.

g. If any provision of this Agreement, or any portion hereof, is found to be invalid, illegal or unenforceable, under any applicable statute or rule of law, then such provision or portion thereof shall be deemed omitted, and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

h. This Agreement shall be construed under the laws of the State of North Carolina.

i. This Agreement and the Attachments thereto contain the entire understanding of Novant and County with respect to the subject matter hereof, and supersede all negotiations, prior or contemporaneous discussions, agreements or understandings, whether written or oral.

j. Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and delivered in person or sent registered or certified United States mail, return receipt requested, postage prepaid, or by recognized courier service addressed as follows:

If to Novant: Novant Health, Inc.
 Corporate Wellness Department
 108 Providence Road
 Charlotte, NC 28207

If to County: Benefits Administrator
 Forsyth County Human Resources
 201 N. Chestnut Street
 Winston-Salem, NC 27101

or such other address as either party may designate in writing.

[Signatures appear on following page.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers effective the day and year first above written.

FORSYTH COUNTY, NORTH CAROLINA

J. Dudley Watts, Jr.
County Manager

ATTEST:

By: _____
Carla D. Holt
Clerk to the Board

NOVANT HEALTH, INC.
(Corporate Health Department)

By: _____
Title: _____

ATTACHMENT A

Biometric screening:

Non-invasive (finger stick) cholesterol/glucose screenings are conducted and analyzed. Output includes total cholesterol, HDL, LDL, cholesterol ratio, triglycerides, and glucose. Blood pressure is checked and is documented together with heart rate. Body Mass Index (BMI) is calculated and waist circumference is measured. A1C testing is also included.

Group Aggregate Assessment Reports will contain de-identified aggregate information to ascertain the health risks identified by the screening services.

Health Coaching

The frequency of health coaching will be determined by each individual's risk stratification. The health and wellness coaches will visit up to 4 key government locations to meet with employees in a face-to-face, private manner. Eligible retirees and spouses are able to receive coaching visits via telephone in addition to face-to-face visits.

The health coaches and Novant Health clinical operations team will have exclusive access to biometric screening and health risk assessment (HRA) results. Every employee who participates in the biometric screenings will receive one health coaching visit at the time of their screening to review their biometric screening results.

- Employees stratified as self-management/low risk are given the option of one (1) additional health coaching visit throughout the year.
- Employees who are wellness management/moderate risk should meet with the health coach three (3) times per year beyond their initial screening results coaching session.
- Condition management/high risk employees should meet with the health coach 4 times per year beyond their initial screening results coaching session.

Employees are responsible for scheduling their coaching visits. A 24 hour cancellation notice, given during business hours, is required.

Fees

Health coaching (on-site & by telephone)	\$150,000 or \$12,500/month
Biometric Screening, Assessment & Initial Coaching Session	\$40 per participant
Up to 12 lunch and learns on health topics	Included
<i>Journey to a Healthier You</i> lifestyle management program	Included
Data Analytics Pilot	Included
BioSignia Reports	Included

Additional Services

CareNow Line—this line gives your employees access to medical professionals via telephone 24/7 and can assist your employees on identifying the right care at the right time. FREE

Participate in Annual Health Fair—FREE

Mobile Mammography—Novant Health’s mobile mammography unit can be brought onsite to your workplace to provide screening mammograms at your employee’s convenience. (Employee insurance billed)

Other Expenses

In the event the County elects to provide gift card rewards to participants to reward employees participation and/or achievement or success, up to a total of \$5,000 will be included in this Agreement for that purpose. Novant will purchase the cards and subsequently bill the County for this cost. The County will determine the criteria for awarding the cards to the employees. The process of card distribution will be mutually agreed upon by both Novant and the County.

ATTACHMENT B

Work Authorization

Provider and its subcontractors shall comply with Article 2 of Chapter 64 of the North Carolina General Statutes relating to the required use of the federal E-Verify program to verify the work authorization of newly hired employees. Failure of the Provider to comply with this provision or failure of its subcontractors to comply could render this contract void under North Carolina law.