

**BLUEPARTNERS PROGRAM AGREEMENT
(MyHealthIQ and Biometric Screening)**

PLAN NAME: CITY OF GRAND ISLAND

EFFECTIVE DATE: OCTOBER 1, 2015

GROUP NUMBER(S): _____

TERM OF AGREEMENT: OCTOBER 1, 2015-SEPTEMBER 30, 2018

TOTAL NUMBER OF PERSONS IN GROUP OR COVERED LIVES AS OF THE EFFECTIVE DATE: 463

PLAN'S BENEFIT AGREEMENT/ASO AGREEMENT RENEWAL DATE: OCTOBER 1, 2016

THIS BLUE PARTNERS PROGRAM AGREEMENT (Agreement) is made and entered into as of the Effective Date above, by and between Blue Cross and Blue Shield of Nebraska, a Nebraska corporation (BCBSNE), and the Plan identified above in its capacity as a health care benefit plan (Plan).

RECITALS

WHEREAS, BCBSNE and the Plan have entered into a separate agreement whereby BCBSNE is retained and appointed to provide:

1. Administrative services to the Plan's benefit program, including but not limited to, BCBSNE's regular claim payment procedures, under a self-insured arrangement (the ASO Agreement); or
2. Benefits for specific health services provided to the Plan's covered persons under a fully insured arrangement (the Benefit Agreement).

WHEREAS, all of the terms and conditions of the Benefit Agreement or the ASO Agreement continue to apply between BCBSNE and the Plan, and in the event of any direct conflict between the Benefit Agreement or the ASO Agreement and this Agreement, the Benefit Agreement or the ASO Agreement shall control;

WHEREAS, BCBSNE has offered the Blue Partners Program to the Plan and the Plan has accepted the addition of this employer-based Health Support Services;

WHEREAS, the Plan desires to have Health Support Services provided to certain covered persons of the Plan in accordance with the terms and conditions of this Agreement;

WHEREAS, BCBSNE has arranged for American Healthways Services, Inc., a Delaware corporation (AHSI), to provide Health Support Services through the Blue Partners Program pursuant to an agreement between BCBSNE and AHSI (the AHSI Agreement);

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, the parties agree to the following:

SECTION I - DEFINITIONS

1. "Census File means" the file containing the data to be provided to BCBSNE for each Eligible Participant pursuant to this Agreement.
2. "Health Risk Assessment Form (HRA)" means the proprietary questionnaire which is available to Eligible Participants through the MyHealthIQ internet address and available as a printed form provided by AHSI and distributed to Eligible Participants by AHSI directly.

3. "Health Screen" means a health screen of an Eligible Participant pursuant to the MyHealthIQ Program that is provided by BCBSNE and which involves the collection of a blood sample and a biometric examination that includes measurement of the Eligible Participant's blood pressure, weight, height, and other vital statistics.
4. "Health Screening Event" means the designated place, date, and times arranged by Plan (with assistance from BCBSNE), on which Health Screens are provided to Eligible Participants by the examiner(s) pursuant to the MyHealthIQ program.
5. "Health Screening Schedule" means the schedule providing the dates and times, Health Screening Sites, and number of Eligible Participants scheduled for each Health Screening Event.
6. "Health Screening Site" means a Plan work site or other location mutually acceptable to Plan and BCBSNE, where a Health Screen is administered.
7. "Incentive-Eligible Participant" means a Participant who qualifies under Plan's Incentive Program as described in this Agreement to receive a financial incentive from the Plan.
8. "Incentive-Ineligible Participant" means a Participant who does not qualify to receive an incentive under the Incentive Program.
9. "Incentive Program" means a health and wellness incentive program, as described in herein, offered by the Plan, whereby certain Participants may be eligible to receive a discount in their health care premium payments, or receive other similar incentive compensation permitted by law.
10. "Individual Screening" means a Health Screen that is scheduled for a single Eligible Participant.
11. "MyHealthIQ Personal Health Report" means the customized personal health report prepared by AHSI for each Participant who has completed all of the following: (a) a Health Screen, from which the blood test results and biometric measurements shall have been submitted to AHSI with sufficient identifying data to permit AHSI to match such data accurately to the Participant, (b) an HRA, which shall have been submitted to AHSI with sufficient identifying data to permit AHSI to match accurately the HRA to the Participant, and (c) all consent forms required by the Plan and AHSI in connection with participation in the MyHealthIQ Program, which consent forms shall have been submitted to AHSI. The Plan acknowledges that AHSI cannot prepare a MyHealthIQ Personal Health Report (including a MyHealthIQ Score) for any Participant who has completed some, but not all, of the foregoing requirements.
12. "MyHealthIQ Program" means the proprietary program for providing health risk management and population health screening and support services for employer-sponsored group health plans as described herein.
13. "MyHealthIQ Score" means the score between 0 and 100 that is assigned to each Participant in the Participant's MyHealthIQ Personal Health Report using the proprietary health risk assessment system, and which is based on the results of the Participant's Health Screen.
14. "Off-Line Participant" means a Participant who receives a paper version by standard mail of the MyHealthIQ Personal Health Report.
15. "Participant" means an Eligible Participant who (a) is scheduled for a Health Screen at least ten (10) days prior to the Health Screening Event or (b) submits an HRA to BCBSNE with sufficient identifying data to permit BCBSNE to match accurately the HRA to an Eligible Participant.
16. "Patient Compliance Certification (PCC)" means a specific form provided by BCBSNE for distribution to Eligible Participants. For purposes of the Incentive Program, a PCC signed by an Eligible Participant's physician and returned to BCBSNE shall serve as a substitute for such Participant's

attainment of any MyHealthIQ Score that is required for the Participant to be Incentive-Eligible. In the event PCC is a substitute for participation, the form shall be returned to BCBSNE within thirty (30) days of receipt of the MyHealthIQ Personal Health Report.

17. "Personal MyHealthIQ Data" means (i) the contents of any Participant's HRA; (ii) the results of any Participant's Health Screen; (iii) the Participant's MyHealthIQ Score; (iv) the reason that any Participant is Incentive-Eligible (whether because of the MyHealthIQ Score, score improvement, or PCC); (v) the reason that any Participant is Incentive-Ineligible (whether because of a failure to improve the MyHealthIQ Score or non-participation); and (vi) any other information considered to be Protected Health Information.
18. "Telephonic Health Coaching Participant" means a Participant who meets the criteria for AHSI's Telephonic Health Coaching.
19. "Telephonic Health Coaching Program" means the proprietary telephonic solution to intervene, support, and facilitate behavior change for certain modifiable risk factors as identified by AHSI's proprietary Telephonic Health Coaching criteria.

SECTION II - RESPONSIBILITIES OF BCBSNE

In carrying out the terms of this Agreement, BCBSNE shall use the following protocol:

1. Liaison

Designate one or more appropriate representatives from BCBSNE who will serve as a liaison to the Plan regarding Health Support Services and who will be available during normal business hours to respond to inquiries from the Plan.

2. Best Efforts

Use its best efforts to implement and manage the administration of this Agreement and the coordination of services rendered to Eligible Participants.

3. General Communication Information

Communication with Eligible Participants in the implementation of the MyHealthIQ Program shall be provided by AHSI or by BCBSNE, as applicable, using standard mail, e-mail, and/or through website communications. Written (both electronic and paper) communication is dependent upon AHSI having a valid residential address or email address for the Eligible Participant. BCBSNE and AHSI may contact Participants to inform them about other wellness programs and related resources that may be appropriate for and relevant to Participants.

4. Biometrics Health Screen

AHSI shall provide, or arrange to provide, the examiners and blood collection kits necessary to conduct Health Screens for Eligible Participants at a Health Screening Site on such dates and times as shall be mutually acceptable to AHSI, BCBSNE and the Plan. Such Health Screen shall be conducted using venipuncture or finger stick method for blood collection for lab results. Once the location, date and time of each Health Screen has been determined, and notice of the location of the Health Screening Site timely provided to AHSI, the scheduling of Eligible Participants for Health Screens at such event shall be the primary responsibility of the Plan. For efficiency, BCBSNE shall schedule at least ten (10) Eligible Participants with an average of five (5) Eligible Participants scheduled per examiner per hour. BCBSNE shall provide the Health Screening Schedule to AHSI at least twenty (20) business days before the date of the Health Screening Event. Such Schedule shall include the number of each Eligible Participants and the date(s) and the beginning and end time for

each Health Screening Event. Each Eligible Participant must sign and submit to AHSI a written consent, in form and content acceptable to AHSI, before the Health Screen can be performed. For sites with twenty (20) or fewer Eligible Participants, Individual Screenings will be charged.

5. Health Risk Assessment

Each Eligible Participant will be provided with access to the MyHealthIQ HRA on an annual basis either in printed form (copies of which shall be provided by AHSI to BCBSNE for distribution to Eligible Participants who do not wish to complete the HRA on-line), in an electronic format through AHSI Integrated Wellness Portal or through IVR.

6. MyHealthIQ Report and MyHealthIQ Score for Participants

Following the completion by a Participant of all of the requirements necessary for AHSI to prepare a MyHealthIQ Personal Health Report for such Participant (as specified in the definition of "MyHealthIQ Personal Health Report" in this Agreement), AHSI will deliver a MyHealthIQ Personal Health Report to such Participant, including his/her MyHealthIQ Score, lab test results and risk-specific educational materials based on the Participant's individual risk factors. AHSI may deliver MyHealthIQ Reports to Off-Line Participants by standard mail or through secure website access.

7. Quarterly Educational Materials and Reminders

Educational materials, reminders regarding re-assessment dates, health improvement targets and support contact information will be provided on-line by AHSI on a quarterly basis to Participants who have received their MyHealthIQ Personal Health Report on-line. For an additional fee, Participants who have received their MyHealthIQ Personal Health Report off-line will be mailed (i) the Healthwise Handbook once (if the Term extends beyond three (3) years, the Participant will receive a new Healthwise Handbook three (3) years after such Participant received a previous Handbook), and (ii) additional education materials during each of the three (3) quarters following the quarter during which such Participant receives his or her MyHealthIQ Personal Health Report.

8. Wellness Program Exception

The MyHealthIQ Program is designed to comply with the Wellness Program requirements of Section 54.9802-1(f) of the Treasury Regulations, Section 2590.701(f) of the EBSA Regulations and other relevant regulations (the "Wellness Program Exception"). BCBSNE acknowledge that changes to the structure or implementation of the MyHealthIQ Program may adversely affect BCBSNE's ability to rely upon this exception. Therefore, BCBSNE will make material changes to the structure or implementation of the MyHealthIQ Program without the prior written consent of AHSI during the term of this Agreement.

9. Incentive Eligibility Report

For employers utilizing an incentive program, an incentive eligibility file will be provided which will include (i) the number of Participants; (ii) the names of Incentive-Eligible Participants; and (iii) the names of Incentive-Ineligible Participants.

10. Additional Aggregate Reports

Additional Aggregate Reports will be provided for an additional fee. Provided the locations are included and defined upon submission of the Census File, a three tiered reporting structure can be provided.

11. Services Modification

AHSI and BCBSNE reserve the right to make modifications to the services outlined above for the express purpose of continuously improving the effectiveness and/or efficiency of the programs. AHSI and BCBSNE will notify the Plan in advance of any material modifications.

SECTION III - RESPONSIBILITIES OF THE PLAN

In carrying out the terms of this Agreement, the Plan shall:

1. Designate one or more appropriate representatives from the Plan who will serve as a liaison to BCBSNE regarding Health Support Services and who will be available during normal business hours to respond to inquiries from BCBSNE.
2. Provide BCBSNE, per its specifications, with the data listed on Appendix 1 of this Agreement not later than sixty (60) days prior to the first Health Screening Event.
3. Upon BCBSNE's prior approval, implement a financial incentive arrangement that encourages Eligible Participant participation in the MyHealthIQ Program. Incentives may include a health insurance premium employee contribution discount or other financial incentive as determined by the Plan and communicated to BCBSNE. BCBSNE recommends that each Participant who receives a MyHealthIQ Personal Health Report, regardless of his or her MyHealthIQ Score or satisfies a qualified alternative standard under the Wellness Program Exception shall be Incentive-Eligible in the first year that he or she participates in the MyHealthIQ Program. After the first year of participation, BCBSNE recommends that each Participant who receives a MyHealthIQ Personal Health Report shall be Incentive-Eligible for such year if he/she also:
 - Attains a MyHealthIQ Score for such year greater than 70; or
 - Improves his or her MyHealthIQ Score by five (5) or more points compared to the previous year; or
 - Satisfies a qualified alternative standard under the Wellness Program exception, such as submission of a PCC signed by such Participant's physician
4. Provide Eligible Participants with enrollment materials describing the MyHealthIQ Program and any financial incentive arrangement related to participation in the MyHealthIQ Program.
5. Distribute MyHealthIQ's HRA forms to Eligible Participants participating in the MyHealthIQ Program off-line at or prior to their Health Screen.
6. Provide a projected Health Screening Schedule to BCBSNE at least twenty (20) business days in advance of such Health Screening Event.
7. Provide a Health Screening Schedule to BCBSNE at least ten (10) business days in advance of such Health Screening Event.
8. Provide an appropriate, accessible and safe setting at each Work Site adequate for the purpose of conducting Health Screens of Eligible Participants who desire to participate in the MyHealthIQ Program.
9. Encourage each Participant to complete all actions necessary to generate a MyHealthIQ Personal Health Report.

SECTION IV - USE OF PLAN NAME

In carrying out the terms of this Agreement, the Plan agrees that:

1. BCBSNE and AHSI and their Affiliates shall have the right to use the name of the Plan in connection with (a) communicating with each other, the Plan's Eligible Participants, (b) the operation and communication of the Health Support Services, and (c) identifying the Plan as a customer for their general marketing purposes.
2. BCBSNE and AHSI and their Affiliates may use Plan's symbols, trademarks and service marks in communicating with each other, the Plan's Eligible Participants and in connection with the operation and communication by BCBSNE and AHSI of the Health Support Services and to identify the Plan as a customer for their general marketing purposes.
3. BCBSNE and AHSI and their Affiliates shall have the right to use the outcomes and results (on a non-individually identifiable Eligible Participant and Plan basis) from the Health Support Programs under this Agreement for their general marketing purposes.
4. Any use of the Plan's symbols, trademarks and/or service marks under any circumstances must be approved in writing by the Plan.

SECTION V - PAYMENTS TO BCBSNE

1. The screening for MyHealthIQ will be venipuncture. The rates per participant vary depending on the number of total contracts and the number of participants testing at the site.

Biometric Screening				
Biometric Screening Options		Year 1	Year 2	Year 3
Venipuncture (VP) Only	2 to 20 Participants	\$ 128.10	\$ 131.95	\$ 135.91
	21 to 100 Participants	\$ 74.36	\$ 76.59	\$ 78.88
Finger Stick (FS) or Venipuncture (VP)	101 to 500 Participants	\$ 67.45	\$ 69.47	\$ 71.56
<i>Pricing is Per Participant Per Event</i>				
Additional Biometric Screening Options		Year 1	Year 2	Year 3
Individual Home Screening Kit	Pricing per Each Kit	\$ 161.52	\$ 166.37	\$ 171.36
Individual Screening Kit Taken to Clinic	Pricing per Each Kit	\$ 124.76	\$ 128.50	\$ 132.36
Physician Screening Kit	Pricing per Each Kit	\$ 46.79	\$ 48.19	\$ 49.63
Physician Screening Form	Pricing per Each Form	\$ 13.37	\$ 13.77	\$ 14.18
Biometric Screening Event Options		Year 1	Year 2	Year 3
The Site Coordination Fee per Health Screening Site		\$ 167.09	\$ 172.10	\$ 177.27
Exit Counseling Added to Screening Rates (Applies to Finger stick Only) Per Pers		\$ 10.58	\$ 10.90	\$ 11.23

2. There is an additional \$150.00 charge per site for set-up and supplies. In the event the Plan requests exam stations to be provided, the Exam Station Fee shall be Forty Dollars (\$40.00) per Exam Station per Health Screening Site.
3. The Participant Fee will be charged for Participants that do not keep the appointment.
4. If a paper HRA is required, the additional cost is \$30 per Participant.
5. Individual screenings are \$156.86 per Participant per year.

SECTION VI - EFFECTIVE DATE, RENEWAL, AND TERMINATION

1. This Agreement shall be effective for the Term indicated above.

2. This Agreement shall automatically renew for additional consecutive one year terms on the same date as the Plan's Benefit Agreement or the ASO Agreement with BCBSNE unless the Plan and/or BCBSNE terminate the Benefit Agreement or the ASO Agreement. The terms, conditions and provisions will remain as contained herein, together with any authorized and approved amendments.
3. This Agreement may be terminated as follows:
 - By mutual written consent of the parties;
 - In the event that either party declares bankruptcy, becomes insolvent or makes an assignment for the benefit of its creditors;
 - If AHSI declares bankruptcy, becomes insolvent or terminates the provision of Care Enhancement Services for any reason; or
 - If the Plan and/or BCBSNE terminate the Benefit Agreement or the ASO Agreement.
4. Either BCBSNE or the Plan may terminate this Agreement by providing the other with a minimum of thirty (30) days prior written notice in the event the other commits a Material Breach. Said notice must specify the nature of such Material Breach.

SECTION VII - ASSIGNMENT

Neither party may assign this Agreement to a third party without the express written approval of a duly authorized representative of the other party, and any such attempted assignment shall be void; provided, however, that either party expressly reserves the right to assign any and all of its rights hereunder to an affiliate or wholly-owned subsidiary, provided that such party shall notify the other party of any such assignment in writing at least thirty days prior thereto and shall execute a written guaranty of performance of the permitted assignee's obligations hereunder.

SECTION VIII - NOTICES

Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing and delivered to the following:

To BCBSNE:

1919 Akssarben Drive
Omaha, NE 68180-0001
ATTN: Melissa Young Health Program Liaison

To the Plan:

Plan's address shown on the Master Group Application

SECTION IX - GENERAL PROVISIONS

1. This Agreement may be amended at any time during the term of the Agreement by mutual consent in writing of duly authorized representatives of the parties; provided, however, that any change (including any addition and/or deletion) to any provision or provisions of this Agreement that is required by duly enacted federal or state legislation, or by a regulation or rule finally issued by a regulatory agency pursuant to such legislation, rule or regulation will be deemed to be part of this Agreement without further action required to be taken by either party to amend this Agreement to effect such change or changes, for as long as such legislation, regulation or rule is in effect, provided that, without limiting the effect of the foregoing, if such amendment adversely affects either party, the parties agree to renegotiate the affected portion of the Agreement in a good faith effort to remedy the adverse effect.

2. The validity of this Agreement and of any of its terms and provisions, as well as the rights and duties of the parties hereunder, shall be interpreted and enforced pursuant to and in accordance with the laws of the State of Nebraska.
3. This Agreement shall be binding upon and inure to the benefit of the parties, their successors and their permitted assigns.
4. In the event any provision of this Agreement is rendered invalid or unenforceable by a federal or state legislative action or judicial decision, the remainder of the provisions of this Agreement shall remain in full force and effect, unless the invalidated or unenforceable provision is material to the overall intent of the Agreement.
5. This Agreement, which shall be deemed to include all attachments, amendments, exhibits, addenda and schedules, contains the entire agreement between the parties with respect to the subject matter addressed herein. Notwithstanding, all of the terms and conditions of the Benefit Agreement or the ASO Agreement continue to apply between BCBSNE and the Plan, and in the event of any direct conflict between the Benefit Agreement or the ASO Agreement and this Agreement, the Benefit Agreement or the ASO Agreement shall control
6. The headings of sections contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
7. Although this Agreement contemplates services for Eligible Participants, the parties reserve the right to amend or terminate this Agreement without notice to, or the consent of, any Eligible Participants. The existence of the Agreement shall not in any respect whatsoever increase the rights of any Eligible Participant or other third party, or create any rights on behalf of any Eligible Participant or other third party *vis-à-vis* either of the parties.
8. The waiver by a party of any breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach of the same or any other provision hereof by that party.

IN WITNESS WHEREOF, by placing their duly authorized signatures below, the parties hereby execute this Agreement and agree to be bound by its terms.

PLAN:

BCBSNE:

By: 

By: _____

Title: Mayor

Title: _____

City of Grand Island