

MEMORANDUM

June 12, 2020

TO: Mayor John P. Kahl and Members of City Council

FROM: Scott A. Brunton, City Attorney's Office

SUBJECT: Resolution Regarding Services for City's Employee Wellness Program

DISCUSSION:

The City's Wellness Committee annually conducts an employee health and wellness program that includes a health risk assessment program, and participation in the health risk assessment program also allows City employees and retirees to receive the Wellness Incentive available under the City's Group Health Care Plan. The health risk assessment program is usually conducted as a part of the employee Health Fair during the annual employee enrollment meetings in the month of April. However, due to the COVID-19 pandemic, the annual employee enrollment meetings and Health Fair were cancelled in April this year. The City's Wellness Committee has determined that this portion of the City's Wellness Program should continue in 2020 despite the cancellation of this year's Health Fair. Accordingly, the Wellness Committee has again negotiated a contract with Optimum Health Solutions, Inc., to conduct individual health screenings and the health risk assessment program for City employees and to assist the Wellness Committee with the City's Wellness Program throughout the year.

The contract with Optimum Health Solutions, Inc. provides health risk assessment services for \$70 per individual health screening, while coaching services are provided at \$25 per coaching meeting or telephone call. These rates are unchanged from the 2019 contract. The contract further provides for ongoing meetings with the City's Wellness Committee to review wellness initiatives and to educational wellness presentations for the City.

RECOMMENDATION:

Our office and the Wellness Committee recommend that the Council pass this Resolution.

c: Teresa Durm
Dennis Triggs

RESOLUTION NO. 2021-018

East Peoria, Illinois

_____, 2020

RESOLUTION BY COMMISSIONER _____

**RESOLUTION APPROVING CONTRACT WITH OPTIMUM HEALTH SOLUTIONS
FOR ASSISTING WITH THE EMPLOYEE WELLNESS PROGRAM**

WHEREAS, due to the COVID-10 pandemic, the annual employee health and wellness fair was not held in conjunction with the annual health plan enrollment in April of this year; and

WHEREAS, the Wellness Committee has determined that it is in the best interests of City employees and the City that City employees should still be given the opportunity to participate in the annual health risk assessment program as part of the City's Wellness Programs and related activities available for participating City employees; and

WHEREAS, the Wellness Committee recommends that the City again enter into a contract with Optimum Health Solutions, Inc., for the purpose of conducting health screening and health risk assessment programs for City employees participating in the City's Wellness Program and for employees and retirees participating in the Wellness Incentive under the City's Group Health Care Plan; and

WHEREAS, Optimum Health Solutions has been assisting the City with the City's Wellness Program and related wellness initiatives for the past several years; and

WHEREAS, the City has scheduled the blood draw portion of the annual health risk assessment program to be conducted by Optimum Health Solutions for all participating City employees and retirees on June 25 and 26, 2020; and

WHEREAS, based upon the recommendation of the Wellness Committee, the City Council hereby finds that it is in the best interests of the City to approve and enter into a new contract with Optimum Health Solutions (attached as "Exhibit A"), for conducting a health risk assessment program and related blood draw for City employees and retirees participating in the Wellness Incentive under the City's Group Health Care Plan;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF EAST PEORIA, TAZEWELL COUNTY, ILLINOIS, THAT:

Section 1. The City adopts the recommendations made by the Wellness Committee, as set forth above, and approves the contract (Exhibit A) with Optimum Health Solutions, Inc. and further ratifies any previous action taken by the City and City Officials to approve the contract prior to conducting the blood draw portion of the health risk assessment program under the City's Wellness Program.

Section 2. The Mayor, or his designee, and the City Clerk are hereby authorized to execute the contract with Optimum Health Solutions, Inc., attached as "Exhibit A", together with such changes therein as the Mayor in his discretion deems appropriate; provided, however, that the City shall have no obligation under the contract with Optimum Health Solutions, Inc. until such time as an executed contract has been delivered to Optimum Health Solutions, Inc.

APPROVED:

Mayor

ATTEST:

City Clerk

EXHIBIT A

Contract with Optimum Health Solutions, Inc.

AGREEMENT TO PROVIDE HEALTH PROMOTION SERVICES

This Services Agreement is made and entered into as of the 1st day of April, 2020 (the “Effective Date”), by and between Optimum Health Solutions, Inc. (“OHS”) and City of East Peoria (“Client”).

WHEREAS, the Client desires to obtain health promotion service from OHS.

WHEREAS, OHS shall provide these health promotion services to Client.

1. Definitions

- (a) “Effective Date” shall mean the 1st day of April, 2020.
- (b) “Eligible Person” means an employee of the Client or, as applicable, the spouse or dependent over the age of 18 of such employee, who is permitted by the Client to participate in the designated wellness program.
- (c) “Health Coaching” means, for Eligible Participants who participate in the Wellness Program, the assessment of their current health risk status, identifying areas of concern, establishment of goals for personal improvement, providing skills and motivation for health improvement, and measuring individual progress and establishing benchmarks for improvement in the areas of concern.
- (d) “Health Screening” means an event organized for the Eligible Persons of the employer for the purpose of obtaining biometric data (for example, cholesterol, blood glucose, blood pressure, etc.) from Participants.
- (e) “Participant” means an Eligible Person who has chosen to participate in the wellness program, and who submits a completed Health Risk Assessment.
- (f) “Software Platform and Applications” means the tool utilized for the identification, communication and methods for the reduction of individual health risks which, in the aggregate, provide a process for enhancing the health of an employer’s workforce.

2. Software Platform and Applications

OHS shall provide an on-line Health Risk Assessment, Personal Health Report for each Participant, Aggregate Reports for the Client, Participant Portal Access and Engagement Applications through its Software Platform.

3. Health Screening

OHS shall provide an on-site health screening during the employer’s regular business hours on a mutually agreeable time and date and annually thereafter. Standard services shall include the following items:

- (a) Lipid Profile
- (b) Comprehensive Metabolic Panel
- (c) Complete Blood Count

- (d) Blood Pressure
- (e) Height and Weight
- (f) Waist Circumference
- (g) Pulse

4. **Health Coaching**

Following each annual health screening, OHS will determine Health Coaching Eligibility based on risk factors present. Each Participant will be confidentially contacted via telephone to address their health issues. OHS will contact the Participants at a mutually agreed upon time via telephone for a set number of consultations based upon their risk factors. Those with 0-1 risk factors will receive 2 calls. Those with 2-3 risk factors will receive 4 calls. Those with 4 or more risk factors will receive 10 calls.

5. **Predictive Modeling Services**

OHS will enhance the Health Coaching Services with its predictive modeling tool if claim data is available. The predictive modeling tool is utilized by the health coaches to identify preventive screening compliance, gaps in care and disease state compliance.

6. **Cooperation**

The Client shall designate an employee to serve as coordinator with OHS in connection with its duties under this Agreement. The Employer shall promote and support the programs offered by OHS and encourage its Eligible Employees to participate therein.

7. **Confidentiality**

OHS shall handle confidential protected health information in accordance with the provisions of the attached Business Associate Addendum, Exhibit B. OHS will not disclose individually identifiable health information to the Client.

8. **Fee**

The Employer shall pay to OHS a fee for standard services as described on Exhibit A.

9. **Effective Date, Term and Termination**

- a) This Agreement shall begin on the Effective Date and continue for a period of 1 year from that date (the “initial term”), unless otherwise terminated pursuant to the terms hereof.
- b) Termination for Material Breach. Either OHS or the Client may terminate this Agreement by providing the other party with a minimum of ninety (90) days’ prior written notice in the event the other party commits a Material Breach (as defined below). Said notice must specify the nature of such Material Breach. The breaching party shall have thirty (30) days from the date of receipt of the foregoing notice to cure said Material Breach. In the event the breaching party fails to cure the Material Breach within said thirty (30) day period, this Agreement shall automatically terminate upon expiration of the ninety (90) day notice period. For purposes of this Agreement, the term “Material Breach” shall mean a breach of an essential term of this Agreement, not caused by or contributed to by the aggrieved party.

10. **Indemnity**

OHS shall indemnify the Client and hold it harmless from any and all loss, cost, claim, liability, damage or expense, including reasonable attorney fees, which it may incur with respect to any third party claims resulting solely from the negligent acts or omissions of OHS in connection with conduct of services.

11. **Relationship of Parties**

The relationship created by this Agreement is that of independent contractors. Nothing herein shall be construed to create a relationship between the parties of employer and employee, principal and agent, partners or joint venturers.

12. **Entire Agreement**

This is the entire agreement between the parties and supersedes all other agreements, either oral or in writing. No promises, warranties, inducements or representations have been made except as set forth in this Agreement. This Agreement may not be modified except by written agreements signed by authorized officers of the parties.

13. **Governing Law**

This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of Illinois without regard to principles of conflicts of laws.

14. **Waiver of Breach**

The failure of either party to require strict adherence of the other to the requirements of this Agreement shall in no way affect the respective rights of either party to enforce same nor shall any waiver of any breach of this contract be construed as a waiver of any subsequent breach or a waiver or modification of the provisions of this Agreement.

15. **Force Majeure**

Neither party shall be liable for failure or delay of performance hereunder arising from Acts of God or other acts or occurrences beyond control of the parties, including but not limited to acts of courts and regulatory bodies, fires, explosions, weather-related obstacles to performance, labor stoppages, war or rebellion.

16. **Notices**

All notices given under this Agreement shall be in writing and sent by first class United States mail, postage prepaid, to the other party as set forth below, or to such other person or address as either party may designate from time to time in writing to the other party.

To OHS:

Christine McMillin
Optimum Health Solutions, Inc.
221 Northeast Glen Oak Avenue
Peoria, Illinois 61614

To Client:

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

OPTIMUM HEALTH SOLUTIONS, INC.

CITY OF EAST PEORIA

By: _____

By: _____

Date: _____

Date: _____

EXHIBIT A

Fee Schedule

- One Time Set Up Fee: Waived
- Screening Fee: Client shall pay \$70.00 per participant that completes any portion of the screening process (including the Health Risk Assessment or Screening).
- Software Platform and Applications: Included in Screening Fee
- Health Coaching: Client shall pay \$25.00 per call. This fee includes the predictive modeling tool for incentive based coaching programs.
- Data Integration Fees: OHS will work with the Client to import data feeds at no cost to the Client. Data integration fees will not apply to any data download or upload following the accepted format of OHS.
- Programming Options:
 - Wellness Pro (\$10,000 annually)
 - Wellness Premium (\$600 per challenge)
 - Wellness Basic (\$400 per presentation)

Additional Fees:

- Health Risk Assessments are available on-line only and included in the above fees. Paper copies of the Health Risk Assessment will be charged at a fee of \$2.00 per assessment.
- Personal Health Reports are provided on-line only and included in the above fees. Paper copies of the Personal Health Reports will be charged at a fee of \$10.00 each.
- Shipping Costs for paper copies of Health Risk Assessments or Personal Health Reports will be billed at cost.

Payment of Fees: The Client shall pay all fees within thirty (30) days of receipt of the invoice.