

University of Maine System

Request for Proposal

Health Improvement Program Administration

Formal proposals are due **no later than Friday, March 8, 2013**. If you choose not to submit a proposal, we ask that you submit a letter of declination by the submission deadline. Due to the limited timeframe for proposal analysis and program implementation, **absolutely no deadline extensions will be granted.**

Hard copies should be sent to the following three (3) people :

Thomas C. Hopkins
Director of Benefits
University of Maine System
16 Central Street
Bangor, ME 04401

Kawika Thompson
Manager Health Improvement
University of Maine System
224 Main Street
Farmington, ME 04938

Hal Wells
Procurement Officer
University of Maine System
16 Central Street
Bangor, ME 04401

In addition, deliver **one (1) electronic copy** and **one (1) hard copy** of your proposal to **denise.stephenson@willis.com** no later than Friday, March 1, 2013.

Denise Stephenson
Senior Vice President
Willis
Three Copley Place, Suite 300
Boston, MA 02116

We will assume complete adherence to this Request for Proposal. If you cannot comply with these assumptions, include a separate listing of all deviations with your proposal. If no such listing is provided or if your listing is incomplete, we will assume complete adherence with our specifications, and you will be expected to fulfill this commitment if you are selected.

All information contained in this RFP should be considered proprietary and under no circumstances should be released to any other source without the prior consent of Willis.

Do not contact any members of the University of Maine System directly regarding this RFP. Doing so will be grounds for disqualification. Please direct any questions that you have to the following consultants at Willis:

Denise Stephenson 617-351-7479

denise.stephenson@willis.com

Issued February 13, 2013

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Minimum Bidder Qualifications

IF YOU DO NOT MEET THE MINIMUM QUALIFICATIONS, PLEASE DO NOT SUBMIT A PROPOSAL. Bidders who do not meet the minimum qualifications will be disqualified immediately and the proposals will not be submitted for consideration.

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MINIMUM BIDDER QUALIFICATIONS

Bidders must have demonstrated capabilities in the following four (4) areas:

1. Health Assessment Capabilities : secure, web-based and paper
2. Life-Style Management Coaching : web, telephonic and on-site
3. “Points Tracking” Capabilities : secure, web-based and fully customizable
4. Onsite Bio-Metric Screening Capabilities : established integrated partnerships are acceptable

Bidders must be able to meet all four (4) programmatic requirements. It is preferred that bidders either wholly own, or have established, reliable relationships with bid partners. **To the extent that you do not fully own / control each of the 4 capabilities, these relationships must be clearly outlined in your response.**

Bidders must have proven experience working either in Maine, or within Higher Education. Also, please note that Coaches from Maine, or with Maine-based knowledge of the unique challenges of this geographic area, **are required**.

Bidders must be able to provide immediate and actionable information to participating individuals in a secure manner. **Complete** compliance with all HIPAA Privacy and Security, as well as with ADA and GINA regulations must be achieved.

Bidders must be able to provide meaningful aggregate reporting back to the University System that quantifies (1) participation, (2) engagement, (3) year-over-year improvement and (4) Return on Investment. Performance Guarantees in these areas are required.

IF YOU DO NOT MEET THE MINIMUM QUALIFICATIONS, PLEASE DO NOT SUBMIT A PROPOSAL. Bidders who do not meet the minimum qualifications will be disqualified immediately and the proposals will not be submitted for consideration.

Section I

Background Information

The University of Maine System unites seven distinctive public universities in the common purpose of providing first-rate higher education at reasonable cost in order to improve the quality of life for the citizens of Maine. The System, through its Universities, carries out the traditional tripartite mission -- teaching, research, and public service. As a System, it extends its mission as a major resource for the State, linking economic growth, the education of its people, and the application of research and scholarship. The seven campus locations, plus the system office are:

- University of Maine, Orono (16 County Cooperative Extension Sites)
- University of Southern Maine, Portland, Gorham, Lewiston and Muskie Augusta
- University of Maine at Augusta (9 Satellite Sites)
- University of Maine at Farmington
- University of Maine at Fort Kent
- University of Maine at Machias
- University of Maine at Presque Isle
- University of Maine System Office, Bangor

Information regarding the University System can be found at www.maine.edu.

The University of Maine System currently provides medical benefits to approximately **4,850 active employees**, 1,750 retirees and their dependents, totaling over 6,600 enrolled employees. Medical and pharmacy benefits are self-insured and administered by CIGNA. The University System also currently purchases a full suite of Life-Style Management and Disease Management programs via the CIGNA relationship. This partnership has been intact since January 2012.

The University System launched a system-wide Health Improvement initiative in January 2009, named "RiseUP". This program is delivered via the www.umsriseup.maine.edu website and is supported with various print and email communications, onsite programming and community events.

The entire leadership, Faculty, Staff and Collective Bargaining Units (CBU's) have recently agreed to further this initiative with promoting Health Assessments (HA) and Health Coaching via an incentive based program. This formal incentive based program is offered to all ACTIVE Medical Plan enrollees and their spouses; retirees do not participate in this program. APS Healthcare is the current wellness vendor and has provided programming for the 2011, 2012 and 2013 plan years. **We are looking for a vendor to commence on January 1, 2014 and be ready to provide Level I programming in 1Q2014.**

In general, the population has agreed to:

Level I. Runs Annually from January 1 – March 31

Employees (and their covered Spouse / DP) must complete **ALL three (3) tasks** in order to qualify for their health plan premium incentive. Currently, all three tasks are administered by APS Healthcare.

Task 1. Biometrics Screening

Task 2. Health Assessment (HA)

Task 3. 20 Wellness "Points" (on the APS Healthcare website)

Note that BOTH the employee and covered dependent must complete all 3 tasks in order to qualify for the health plan incentive. If ONLY one party completes the requirements, then the member will NOT qualify for the premium incentive.

For those completing Level I, these individuals can Graduate to Level II.

Level II. Must be Completed by October 31

Employees (and covered Spouse / DP) have the **choice** of completing one of the following actions.

Option 1. Lifestyle Management Coaching (currently provided by APS Healthcare)

Option 2. Disease Management Coaching (CIGNA)

Option 3. Completion of Healthy Babies program (CIGNA)

Option 4. 100 additional Wellness "Points" (on the APS Healthcare website)

Those who complete one of these tasks earns \$100. Spouses / DPs have the ability to earn the same incentive.

Note that periodically there is a bargaining group that will ratify its contract and implementation for that segment of the population will be staggered and / or delayed. In those instances, there is an off-cycle 90-Day enrollment period in which to complete Level I. **You must be able to be flexible to handle these types of cohort –group customizations at no additional cost.**

MARKETING OBJECTIVES

The primary objective of this marketing is to form a partnership with an organization that is dedicated to providing the University of Maine System with a program that provides the highest overall value. The University System has adopted the Maine Health Management Coalition's (MHMC) definition of value, which is:

Value =

- Best quality health care
- Best outcomes and quality of life
- Most satisfaction
- For the most affordable cost
- For all Maine citizens

The University of Maine System is seeking to partner with an organization that fully embraces the cultural change that the organization is looking to achieve. We need a reliable, committed partner to deliver upon the programmatic requirements of the Health Improvement program and to help optimize the health of the people and the performance of the health care programs. **Thus, the selected vendor will demonstrate its ability to:**

1. Educate
2. Engage the membership in behavior change
3. Reduce health care costs
4. Positively affect employee/dependent quality of life related to health care
5. Assist employees and dependents with the management of their health
6. Report on outcomes

Proposals will be evaluated based on the following criteria:

- Competitive pricing of services,
- Effective process of program measurement to include metrics that measure success throughout the process as well as longer term ROI measures,
- Proven ability to provide the highest level of service,
- Reputation for providing quality services,
- Highly skilled, qualified, and experienced people,
- Efficient and successful process for engaging populations and establishing participation in programs, adequately show comprehension of Stages of Change and ability to articulate change in either individuals or total populations of low, moderate and high risk factors over time with programs,
- User-friendliness of tools,
- Ability to demonstrate understanding of client's goals and objectives,
- Valuable and timely statistical reporting,
- Ability to refer to, integrate with, and link to local community-based solutions,
- Effective communications and implementation strategy, and
- Willingness to implement meaningful performance guarantees.

IMPORTANT DATES

Wednesday, February 13	Request for Proposal Published
Friday, February 22	Written inquiries due (submit questions via email to denise.stephenson@willis.com). A consolidated list of all questions received and the responses will be distributed to all bidders on Tuesday, February 19)
Friday, March 8	Formal Bids Due
Tuesday, March 26	Bid Result Presentation to University of Maine System
April 9 & 10	Finalist Meetings in Bangor, Maine (These dates are official so please hold them in your calendars.)

This project schedule is a planning tool and is subject to change. The University System may cancel this RFP or reject any or all proposals at any time prior to an award.

NOTICES

- a. **The University reserves the right to reject any or all bids/proposals/submissions**, in whole or in part, and is not necessarily bound to accept the lowest cost bid/proposal/submission if that bid/proposal/submission is contrary to the best interests of the University.
- b. **Bidders may appeal the award decision** by submitting a written protest to the UMS Director of Strategic Procurement within 5 business days of the date of the award notice with a copy of the protest to the successful bidder. The protest must contain a statement of the basis for the challenge.

- c. **Any contract or agreement for services that will, or may, result in the expenditure by the University of \$50,000 or more** must be approved in writing by the Director of Strategic Procurement and it is not approved, valid or effective until such written approval is granted.

- d. **The University must adhere to the provisions of the Maine Freedom of Access Act (FOAA), 1 MRSA §401 et seq.** As a condition of accepting a contract under this section, a contractor must accept that, to the extent required by the Maine FOAA, responses to this solicitation, and any ensuing contractual documents, are considered public records and therefore are subject to freedom of access requests.

- e. **Non-Responsive Bids/Proposals:** The University will not consider non-responsive bids or proposals, i.e., those with material deficiencies, omissions, errors or inconsistencies.

- f. **Tie Bids.** When two equal bids are received, there shall be a preference for “in-state bidders”. When tie bids are both in-state, or both out-of-state, the award will be made to the bid that arrives first in the office designated to receive the bids.

Section II

Questionnaire – General

GENERAL AND ADMINISTRATIVE

1. The proposed effective date for the program is **January 1, 2014**. Please confirm that all fees quoted herein will be valid for this effective date.
2. Confirm that you will fully comply with the University of Maine System Purchasing Procedures. **Please attach a signed copy with your submission.**
3. This Contract and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the **laws of the State of Maine** without reference to its conflicts of laws principles. The Contractor agrees that any litigation, action or proceeding arising out of this Contract, shall be instituted in a state court located in the State of Maine.
4. Confirm that your organization is fully compliant with the **HIPAA Privacy and Security** regulations. Do you have an external vendor certify your compliance? When was this last obtained? How often is staff trained on HIPAA provisions?
5. Confirm you are willing to sign a **BAA Agreement**.
6. How can we be assured that our data will be fully firewalled from your other clients' data ?
7. Does your website have an icon that is displayed to help communicate the fact that it is secure?
8. Please confirm that your website is **ADA compliant** and that you have capabilities to assist persons who might need assistance due to language or other barriers.
9. Confirm your ability to accept an **ongoing bi-weekly eligibility feed** from UMS in an electronic format **at no additional cost**. Note that UMS will send eligible employee and eligible spouse data to you at initial eligibility and on an ongoing basis.
10. Please confirm your ability to provide a **bi-weekly “completions” file to UMS** in an electronic format **at no additional cost**. Note that you will need to track employee and spouse/partner “completions” separately.
11. How do you ensure file transmissions are sent securely to the correct location?
12. Have you ever had a security breach? If so, how remediated?
13. If you are using a partner vendor for any of the programmatic requirements, please have them complete answers 4, 5, 6, 7, and 10.

14. How reliable is your website / server? For example, we are concerned with users “being kicked off” the site or with “site down time”. If you are using vendor partners, how do you provide for seamless integration of website, data and member services?
15. University of Maine System currently hosts a wellness website and links to the APS website. Confirm that you are acceptable with driving participants to your program via the RiseUp website.
16. Please provide an organization chart of the Senior Executive team of your organization, along with contact information.
17. Please provide the names and backgrounds of the account management team members who will service the University of Maine System account. Who would be the team lead? Please provide a biography for this staff member and include the number of years they have been working for your company. Please list their other current clients and confirm that this person will have sufficient availability to proactively engage with University of Maine System.
18. Please list and briefly describe your team staff to include the number of professionals, disciplines represented (Medical Directors, nurses, dieticians, exercise physiologists, health educators, IT, quality control, etc.).
19. Indicate if you are willing and able to obtain data from the current vendor (APS Healthcare) to help understand current engagement, trends and build longer-term longitudinal health studies. If you have a specific format, please send file specifications with your proposal.
20. Please confirm that the University System solely owns all program data; and, upon termination, you will provide all data to the subsequent carrier at no cost.
21. Do you require claims feeds from the health plan? How do you use that data to (1) help identify, (2) coach and / or (3) measure program effectiveness? Please be specific in your response. How often do you require data? Please confirm that there is no cost.
22. You must accept “completions” reports from CIGNA (and from local health care systems) and give points to employees who complete Disease Management and/or other programs. Please confirm you can accept “completions” from outside vendors at no added cost.
23. **Please provide a sample Year End Reporting package.** Your reporting package must include information on participation, engagement, changes in health status (both Health Assessment and Biometric data) and Return on Investment.
24. Provide three current employer and two terminated employer client references that UMS may contact. Academic OR Maine-based references are preferred.

FINANCIAL

1. Your fees should be outlined on the **Bid Form** attached to this Request for Proposal. If the fee is not submitted with your proposal, you will NOT be allowed to charge for that service later in this engagement.
2. Confirm that quoted fees **exclude commissions**.
3. Confirm that **all components** of your fees are guaranteed for **three years**. Note that if you are partnering for a vendor for any aspect of your program (for example, biometrics), that those fees are subject to the fee guarantee as well.
4. Indicate any **performance guarantees** associated with your proposal. Provide a description of the metric(s) to be measured and the method of measurements. Include the source of data (including benchmark) and frequency of measurement. Required are guarantees in the areas of (1) participation, (2) engagement, (3) year-over-year improvement and (4) Return on Investment.

Section III

Questionnaire – Health Improvement

HEALTH APPRAISAL

1. Is your Health Assessment tool developed by your organization or do you utilize another vendor's tool? Please provide the vendor name if tool is outsourced.
2. How long have you been using this tool?
3. Why do you elect to use this tool?
4. Please provide a **demo website and log-in** so that we may test the tool for user-friendliness. We will also **require** a paper copy of the Health Assessment be provided with your submission.
5. Is the Health Assessment tool available via paper? What is the cost?
6. Is there a limit to the number of times that an individual may take the Health Assessment?
7. Does the website track "Year 1" data and "Year 2" data so that members may see changes in their personal health status over time?
8. When a member completes the Health Assessment, how will you report specific feedback to participants? Please list delivery options and provide samples of your reports. Also, please include a copy of the screen print that shows the member that the task has been completed.
9. Can you award "points" via a points-tracker capability for those taking the Health Assessment?
10. How do you set up spouses as participants in the system? Note that spouses are required to independently complete programmatic tasks so that employees can earn their premium incentive. Confirm that you can administer separate accounts for spouses / domestic partners.
11. Confirm you are able to provide "completion" reports to UMS. What is the turn-around time?
12. Does the Health Assessment allow for any customization? Please confirm and, if so, indicate if there are any time limitations and that there is no charge to do so.
13. Does your system send participants a formal certificate upon completion of the Health Assessment either through the USPS or via email?

LIFE-STYLE MANAGEMENT COACHING

Currently, APS Healthcare maintains a Customer Care center in Portland Maine. From that site, there are three (3) dedicated individuals that work directly with the population to encourage engagement in the program. We have one (1) “Intake/Outreach Coordinator” and two (2) dedicated RNs that provide onsite and telephonic coaching. The two (2) RNs have split the campus locations (Northern campuses vs Southern campuses) and cycle on a monthly basis to meet with employees and spouses. Periodically, these coaches are also asked to participate in campus wellness committees and/or support local campus based events. You are required to provide onsite services by two (2) dedicated RN level (or similarly qualified) coaches if selected as the winning bidder for UMS.

1. Does the website use Health Assessment results to auto-suggest online programming and / or coaching? Please list the programs that are available via (a) online programming and (b) coaching.
2. Do you already have staff to provide the dedicated onsite coaching services required or would you hire specifically for this engagement? In either case, confirm UMS would be able to participate in the selection process of the coaches.
3. Would you be willing consider hiring (and training) the current coaches from APS Healthcare that are dedicated to our account?
4. Would the onsite Coaching staff be supported by other telephonic coaching staff?
5. Would the Coaching staff be supported by medical directors within your organization?
6. Please describe your staff that is dedicated to Coaching, including number of staff and education/training/certification requirements. Do you use your own staff?
7. Do you proactively outreach to members? If so, what are your criteria for identifying participants? What methods (mail, email, telephonic, etc) of outreach do you use and under what circumstances do they vary?
8. Can we customize the outreach script? Can we customize the print communications? Please confirm that there are no costs for customization.
9. How do you interact with Coaching participants on an ongoing basis (e.g. face-to-face, telephone, mailings)? Can participants make inbound calls to their Coach? Is there a limit on the number of inbound calls?
10. Do participants have an ongoing “designated” Coach or do they speak to the “first available” representative?

11. How do you measure participation in your Coaching programs (“opt in”, “opt out”) and at what frequency? Please clarify for telephonic, mailing based, and online coaching. How do you deal with members you are unable to reach after repeated attempts? Will you report client-specific participation results? If yes, please provide samples of your reporting.
12. Please describe how behavior change is encouraged and monitored through your Coaching program.
13. Please outline the smoking cessation assistance that would be available to UMS. Your response should include formal classes, web-based tools, community resources, etc.
14. Please outline the healthy eating/weight loss assistance that would be available to UMS members. Your response should include formal classes, web-based tools, community resources, etc.
15. Does your organization provide programming for stress management? Your response should include formal classes, web-based tools, community resources, etc.
16. Please list any other specific lifestyle change-based modules available.
17. Describe how your Coaching programs address and impact mental and behavioral health issues such as depression and stress.
18. If a participant has multiple risks, will the same Coach work on all conditions? If yes, how does the Coach prioritize which areas to address first?
19. What is your process for risk stratification of the University of Maine System population? How do your coaching methods vary based on a member’s risk level? Does a member’s “willingness to change” influence your coaching methods?
20. Please confirm that you can accept “Disease Management” completions from CIGNA and provide points in the “points tracker”.
21. Indicate your willingness to accept “Completions” from local Health Systems or Provider Practices designated by UMS to provide qualified coaching.
22. Does your system send participants a formal certificate upon completion of each coaching module, either through the USPS or via email?

BIO-METRIC SCREENING

1. The System offers onsite biometric screenings as part of the Health Assessment process. Please describe how you would facilitate this process given the System's dispersed population.
 - a. Would your staff perform the screenings or would subcontractors be used? If the latter, which subcontractors do you use?
 - b. Which measures would be taken from employees who participate? Include both standard and optional screenings and any associated cost.
 - c. How do you conduct biometric screening/collect biometric data when the program is rolled out initially AND on an ongoing basis for new hires?
 - d. Can you automatically feed biometric screening results into the Health Assessment? Is there a cost?
 - e. Please confirm your compliance with State of Maine requirements and medical oversight.
 - f. Please confirm your organization will be responsible for all hardware, software, medical equipment, disposal protocols, batteries, etc.
2. Do you have an on-line appointment process? Are there minimum requirements to have onsite screenings conducted? How quickly can you add / delete appointments prior to the event date (Is there a shutdown of the on-line appointment process 24-48hrs prior to the event)?
3. Please explain how travel to the campuses by the screeners will be charged.
4. Does your website seamlessly integrate with the biometric vendor so that employees can sign-up for biometrics via the website?
5. Do you standardly perform "exit interviews" with employees to ensure they understand their biometric data? Do you have standard medical form(s) that recommends participants with High Risk results to contact their Primary Care Physician immediately?
6. Does your system have the ability to auto-populate the Health Assessment with the health screening results? How long does this normally take to complete once the campaign is complete ?
7. Does your system save Year 1, Year 2 and Year 3 results so that members may identify changes over time ?
8. Are you able to accept data from an individual's providers office and/or campus-based health centers?
9. Note that UMS employees must complete three (3) tasks in order to receive their premium incentive: (a) Health Assessment, (b) Biometrics and (c) earn 20 Wellness points. It is important that your system can clearly identify to participants when each step has been completed. You must also be able to clearly indicate to employees once they have completed all three (3) steps. Explain in detail how you will be able to accomplish this so that employees know exactly where they stand as it pertains to earning their incentive.

POINTS BANK CAPABILITY

UMS employees (and their spouse) must complete Level I (which is comprised by the three (3) tasks in order to receive their premium incentive: (a) Health Assessment, (b) Biometrics and (c) earn 20 Wellness points. Once they complete Level I, they can progress to Level II. Level II allows them (and their spouse) to earn additional cash payments if they complete one of four tasks :

- **Complete LifeStyle Management Coaching**
- **Complete Disease Management Coaching**
- **Complete CIGNA's Healthy Babies program**
- **Earn another 100 Points**

1. Provide a description of how you would administer this aspect of the program.
2. Provide screen prints and a **demo log-in** so that we can test the user-friendliness of your website.
3. What types of activities can employees complete in order to earn points? Be specific if your site can reward (a) preventive care, (b) exercise logs, (c) safety, (d) environmental, (e) educational-health consumerism or other multi-dimensional wellness activities.
4. Can we customize the points tracker to add campus-based activities? Can it vary by campus? How long does customizations take? Please confirm there is no additional costs for customization.
5. What is your opinion regarding validated vs non-validated activities? Indicate whether your tracking of the items in 3) and 4) are validated or not in your model.

TECHNOLOGY / COMMUNICATIONS / OTHER

1. Do you provide enrollees with literature to enhance health awareness (e.g., quarterly newsletter, magazines, etc.)? Please note frequency and type of communication. Please confirm that there are no costs associated with the production, distribution, and postage of these materials.
2. Will members receive a "welcome kit"? Please provide a sample and confirm costs (if any).
3. Can wellness communications be customized for the University of Maine System? If yes, please outline the degree of customization that will be permitted.
4. Are you able to offer discounted fitness center memberships? If yes, please list the facilities in your network and the level of the discount.

5. Are you willing to add UMS campus-based or affiliated fitness facilities into your fitness center network?
6. Do you offer interactive web-tools such as online chats with a wellness counselor, nurse, etc.?
7. Does your web site have information on seasonally appropriate issues (e.g., benefits of using sunscreen, ways to avoid Lyme Disease, etc.)? If yes, please describe.
8. Is a personal electronic health record available that members can maintain?
9. Can members download educational information from your web-sites? If yes, what topics are included?
10. Can members request that emails on certain health topics be send to their homes? and/or emails?
11. Are daily news features related to health available on your web-site? If no, what is the frequency at which content is updated?

Section IV

Bid Form

Please provide your financial proposal using the following format. You must indicate all associated charges for the program(s) you are proposing. In addition:

- Three Year Rate Guarantee
- We will assume that services are standalone.
- In a separate attachment, please indicate the detailed services included in each service category.

	Cost INCLUDING TRAVEL Include cost basis: PEPM, one-time, annual, travel, etc.	Estimated Year 1 Fees Based on 5,000 active subscribers	ADDITIONAL NOTES / CLARIFICATIONS / CAVEATS
Implementation Year 1 Thereafter			
Monthly Fee			
Health Assessments (including participant summary report) Paper Electronic			
Online Tools			
Life-Style Management Coaching			
Incentive Administrations <i>Tracking</i> <i>Fulfillment</i>			
Communications			
Onsite Biometric Health Screenings (please specify assumed # of screenings, screening type)			
Employer Reporting (monthly)			
Other Available Programs: <i>Exercise/Walking Program</i> <i>Smoking Cessation Program</i> <i>Nutrition Program</i> <i>Stress Management Program</i> <i>Others (please list)</i>			
Additional Fees to integrate with Disease Management, other vendors?			

Appendix A

Health Improvement Plan as Agreed to by Leadership, Staff & Bargaining Unions

In general, the population has agreed to:

Level I. Runs Annually from January 1 – March 31

Employees (and their covered Spouse / DP) must complete ALL three (3) tasks in order to qualify for their health plan premium incentive. Currently, all three tasks are administered by APS Healthcare.

Task 1. Biometrics Screening

Task 2. Health Assessment (HA)

Task 3. 20 Wellness “Points” (on the APS Healthcare website)

Note that BOTH the employee and covered dependent must complete all 3 tasks in order to qualify for the health plan incentive. If ONLY one party completes the requirements, then the member will NOT qualify for the premium incentive.

For those completing Level I, these individuals can Graduate to Level II.

Level II. Must be Completed by October 31

Employees (and covered Spouse / DP) have the choice of completing one of the following actions.

Option 1. Lifestyle Management Coaching (currently provided by APS Healthcare)

Option 2. Disease Management Coaching (CIGNA)

Option 3. Completion of Healthy Babies program (CIGNA)

Option 4. 100 additional Wellness “Points” (on the APS Healthcare website)

Those who complete one of these tasks earns \$100. Spouses / DPs have the ability to earn the same incentive.

Appendix B

Wellness Activities Currently Included in “Points Tracker”

Note that this is a “wish list” or samples and not all items are mandatory. Incorporation of the dimensions of Wellness:

Medical Self-Care

- Annual Physical Exam
- Bi-annual Dental Cleaning
- Colonoscopy
- Mammogram
- Flu Vaccination
- H1N1 Vaccination
- Eye Exam

Education

- Electronic & Campus Seminars
- Electronic & Campus Webinars
- Adobe Connect (Software)
- Resource Library Research on RiseUP, at least 3-5 times per month

Lifestyle/Social/Emotional/Spiritual

- Quit smoking and sustained for more than 6 months
- Participate in a Stress Reduction Program
- Regular use of seatbelt, life jackets, ear plugs/ear phones

Physical

- Participate at a Fitness Center for at least three months with a minimum frequency of 3x/week
- Personal Fitness (i.e., running, swimming, yoga at least twice per week for at least three months
- Walk-a-thons, 5k races, 10k races, marathons
- Gardening, including the cutting/splitting/stacking of wood
- Skiing, Snowboarding, Snow Shoeing
- 3 or more sponsored walks
- Move & Improve

Nutrition

- Weight Management Programs (10 out of 12 sessions)
- Cooperative Extension Programs (3 or more)
- Campus Lunch-n-Learns

Safety/Occupational/Environmental

- CPR and/or first aid certification
- Ergonomics Training followed by daily stretching
- Self-defense classes

Appendix A

UNIVERSITY OF MAINE SYSTEM

CONTRACT FOR SERVICES

This Contract entered into this ____ day of _____, _____, by and between the University of Maine System, hereinafter referred to as the "University", and _____, hereinafter referred to as "Contractor".

WHEREAS, the University desires to enter into a contract for professional services, and the Contractor represents itself as competent and qualified to accomplish the specific requirements of this Contract to the satisfaction of the University;

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

1. Specifications of Work : The Contractor agrees to perform the Specifications of Work as described in Attachment A, hereby incorporated by reference.

2. Term : This Contract shall commence on _____ and shall terminate on _____, unless terminated earlier as provided in this Contract.

3. Payment :

A. The total of all payments made against this contract shall not exceed \$ _____. Any expenses not listed here will not be reimbursed.

B. The University shall compensate the Contractor at the rate of \$ _____ per _____ (hour, week, semester, entire project.) Payment will be made within 30 days upon submittal and approval of invoices.

C. Reimbursement for travel:

_____ All travel, lodging and meals are part of the compensation described in section A. No additional reimbursement will be made.

OR

_____ Contractor will be reimbursed for pre-approved travel, lodging and meals in an amount not to exceed \$ _____. Copies of receipts or itemized bills for expenses must be submitted for reimbursement.

D. Other expenses (postage, printing, phone, etc.) shall not exceed \$ _____. Copies of receipts or itemized bills for expenses must be submitted for reimbursement.

4. Termination: This Contract may be terminated by mutual agreement of the parties or by either party upon thirty (30) days prior written notice to the other. If at any time the Contractor fails to comply with the provisions of this Contract, the University shall have the right to terminate this Contract immediately with written notice. Termination does not release the Contractor from its obligations to provide services per the terms of the Contract during the notification period.

5. Obligations Upon Termination: Any materials produced in performance of this agreement are the property of the University and shall be turned over to the University upon request. The University shall pay the Contractor for all services performed to the effective date of termination subject to offset of sums owed by the Contractor to the University.

6. Conflict of Interest: No officer or employee of the University shall participate in any decision relating to this contract which affects his or her personal interest in any entity in which he or she directly or indirectly has interest. No employee of the University shall have any interest, direct or indirect, in this contract or proceeds thereof.

7. Modification: This Contract may be modified or amended only in a writing signed by both parties.

8. Assignment: This Contract, or any part thereof, may not be assigned, transferred or subcontracted by the Contractor without the prior written consent of the University.

9. Applicable Law: This Contract shall be governed and interpreted according to the laws of the State of Maine.

10. Administration: _____ shall be the University's authorized representative in all matters pertaining to the administration of the terms and conditions of this Contract and to whom all notices must be sent.

11. Non-Discrimination: In the execution of the contract, the Contractor shall not discriminate on the basis of race, color, religion, sex, sexual orientation, transgender status or gender expression, national origin or citizenship status, age, disability, genetic information, or veteran status and shall provide reasonable accommodations to qualified individuals with disabilities upon request. The university encourages the employment of qualified individuals with disabilities.

12. Indemnification: The Contractor shall comply with all applicable federal, state and local laws, rules, regulations, ordinances and orders relating to the services provided under this Contract. Contractor shall indemnify, defend and hold the University, its Trustees, officers, employees, and agents, harmless from and against any and all loss, liability, claims, damages, actions, lawsuits, judgments and costs, including reasonable attorney's fees, that the University may become liable to pay or defend arising from or attributable to any acts or omissions of the Contractor, its agents, employees or subcontractors, in performing its obligations under this Contract, including, without limitation, for violation of proprietary rights, copyrights, or rights of privacy, arising out of a publication, translation, reproduction, delivery, performance, use or disposition of any data

furnished under the Contract or based on any libelous or other unlawful matter contained in such data.

13. **Contract Validity:** In the event one or more clauses of this Contract are declared invalid, void, unenforceable or illegal, that shall not affect the validity of the remaining portions of this Contract.

14. **Independent Contractor:** Contractor is an independent contractor of the University, not a partner, agent or joint venturer of the University and neither Party shall hold itself out contrary to these terms by advertising or otherwise, nor shall either party be bound by any representation, act or omission whatsoever of the other. Contractor, its employees and subcontractors if any, is/are independent contractors for whom no Federal or State Income Tax will be deducted by the University, and for whom no retirement benefits, social security benefits, group health or life insurance, vacation and sick leave, Worker's Compensation and similar benefits available to University's employees will accrue. The parties further understand that annual information returns as required by the Internal Revenue Code and Maine Income Tax Law will be filed by the University with copies sent to Contractor. Contractor will be responsible for compliance with all applicable laws, rules and regulations involving but not limited to, employment, labor, Workers Compensation, hours of work, working conditions, payment of wages, and payment of taxes, such as unemployment, social security and other payroll taxes, including other applicable contributions from such persons when required by law.

15. **Intellectual Property:** Any information and/or materials, finished or unfinished, produced in performance of this Contract, and all of the rights pertaining thereto, are the property of the University and shall be turned over to the University upon request.

16. **Entire Contract:** This Contract sets forth the entire agreement between the parties on the subject matter hereof and replaces and supersedes all prior agreements on the subject, whether oral or written, express or implied.

17. **Licensing:** Contractor shall secure in its name and at its expense all federal, state, and local licenses and permits required for operation under this Contract. Contractor shall provide proof of such licensure or permit to the University prior to commencing work under this Contract.

18. **Record Keeping, Audit and Inspection of Records:** The Contractor shall maintain books, records and other compilations of data pertaining to the requirements of the Contract to the extent and in such detail as shall properly substantiate claims for payment under the Contract. All such records shall be kept for a period of seven years or for such longer period as specified herein. All retention periods start on the first day after the final payment of the Contract. If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the applicable retention period, all records shall be retained until completion of the action and resolution of all issues resulting therefrom, or until the end of the applicable retention period, whichever is later. The University, the grantor agency (if any), or any of their authorized representatives shall have the right at reasonable times and upon reasonable notice, to

examine and copy the books, records and other compilations of data of the Contractor pertaining to this Contract. Such access shall include on-site audits.

19. **Publicity, Publication, Reproduction and use of Contract's Products or Materials:** Unless otherwise provided by law or the University, title and possession of all data, reports, programs, software, equipment, furnishings and any other documentation or product paid for with University funds shall vest with the University. The Contractor shall at all times obtain the prior written approval of the University before it, any of its officers, agents, employees or subcontractors, either during or after termination of the Contract, makes any statement bearing on the work performed or data collected under this Contract to the press or issues any material for publication through any medium of communication. If the Contractor or any of its subcontractors publishes a work dealing with any aspect of performance under the Contract, or of the results and accomplishments attained in such performance, the University shall have a royalty free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use the publication.

20. **Confidentiality:** The contractor shall comply with all laws and regulations relating to confidentiality and privacy including but not limited to any rules or regulations of the University.

21. **Force Majeure:** Neither party shall be liable to the other or be deemed to be in breach of this Contract for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include, but are not limited to, acts of God or of a public enemy, fires, flood, epidemics, strikes, embargoes or unusually severe weather.

Dates or time of performance shall be extended to the extent of delays excused by this section provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

22. **Notices:** Unless otherwise specified in an attachment hereto, any notice hereunder shall be in writing and addressed to the persons and addresses below.

23. **Insurance Requirements:** Attachment B, hereby incorporated by reference.

24. **Standards for Safeguarding Information or Safeguarding Customer**

Information: Attachment C, hereby incorporated by reference.

25. **Signatures:**

FOR THE UNIVERSITY OF MAINE SYSTEM:

BY:

(signature)

Name: _____

(print or type)

Title:
Address:
Telephone:
Fax:
Date:

FOR THE CONTRACTOR:
LEGAL NAME:
BY:

(signature)
Name:
(print or type)

Title:
Address:
Telephone:
Fax:
Date:

Tax ID #:

Per University policy, “Any contract or agreement for services that will, or may, result in the expenditure by the University of \$50,000 or more must be approved in writing by the Director of Strategic Procurement and it is not approved, valid or effective until such written approval is granted.”

BY: _____

Title: Director of Strategic Procurement

Date: _____

Appendix B

University of Maine System

Bidder Requirements

1.0 General Terms and Conditions

1.1 Definition of Parties: The University of Maine System will hereinafter be referred to as the “University”. Respondents to the RFP shall be referred to as “Bidders.” The bidder to whom the contract is awarded shall be referred to as the “Contractor.”

1.2 Evaluation Criteria: Proposals will be evaluated on many criteria deemed to be in the University’s best interests, including but not limited to:

- Total Cost
- Adherence to Specifications
- Suitability of Agent and Company to University’s needs.

The University reserves the option to require a presentation or personal interview(s) with agents, underwriters, and claims personnel as part of the evaluation process.

1.3 Communications with the University: It is the responsibility of the bidder to inquire about any requirement of this RFP that is not understood or where additional information is needed. Responses to inquiries, if they change or clarify the RFP in a substantial manner, will be forwarded to all parties that have received a copy of the RFP. The University will not be bound by oral responses to inquiries or written responses other than addenda.

Questions relating to this RFP should be directed to:

Denise Stephenson

Willis

Denise.stephenson@willis.com

617-351-7418

Phone calls should be limited to questions or requests for clarification. In-person visits are not appropriate at this point in the bid process. Bidders must not initiate communication to promote or advertise the bidder’s proposal to any member of the University of Maine System Board of Trustees, faculty or staff.

1.4 Award of Proposal: Selection may be made of two or more bidders deemed by the University to be fully qualified and best suited among those submitting proposals on the basis of the

selection criteria. Presentations may be requested of the bidders so selected. After presentations have been conducted, the University may select the bidder which, in its opinion, has made the proposal that is most responsive and most responsible and may award the contract to that bidder. The University reserves the right to waive minor irregularities. Scholarships, donations or gifts to the University will not be considered in the evaluation of proposals. The University may cancel this RFP or reject any or all proposals at any time prior to an award. Should the University determine in its sole discretion that only one bidder is fully qualified, or that one bidder is clearly more qualified than any other under consideration, a contract may be awarded to that bidder without further action.

It is the policy of the University to obtain all services, supplies, materials and equipment at the lowest cost to the University consistent with those standards of quality, performance, service and availability which will best meet its needs.

Unsuccessful bidders will be notified in writing. The University reserves the right to reject any or all bids, in whole or in part and is not necessarily bound to accept the lowest bid if that bid is contrary to the best interest of the University. Bidders may appeal the award decision by submitting a written protest within five (5) business days of the date of the award notice with a copy to the successful bidder. The protest must contain a statement of the basis for the challenge.

1.5 Confidentiality: The information contained in proposals submitted for the University's consideration will be held in confidence until all evaluations are concluded and an award has been made. At that time, the winning proposal will be available for public inspection. Pricing and other information that is an integral part of the offer cannot be considered confidential after an award has been made. The University will honor requests for confidentiality for information of a proprietary nature. Clearly mark any information considered proprietary.

1.6 Costs of Preparation: Bidder assumes all costs of preparation of the proposal and any presentations necessary to the proposal process.

1.7 Debarment: Submission of a signed proposal in response to this solicitation is certification that your firm (or any subcontractors) is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal department or agency. Submission is also agreement that the University will be notified of any change in this status.

1.8 Proposal Understanding: By submitting a proposal, the bidder agrees and assures that the specifications are adequate, and the bidder accepts the terms and conditions herein. Any exceptions should be noted in your response.

1.9 Proposal Validity: Unless specified otherwise, all proposals shall be valid for 60 days from the due date of the proposal.

1.10 Contract Term: The contract term shall be for a period of 3 years commencing upon January 1, 2014.

1.11 Litigation: This contract and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Maine. The Contractor agrees that any litigation, action or proceeding arising out of this Contract shall be instituted in state court located in the State of Maine

1.12 Assignment: Neither party of the Contract shall assign the Contract without the prior written consent of the other, nor shall the Contractor assign any money due or to become due without the prior written consent of the University.

1.13 Equal Opportunity: In the execution of the Contract, the Contractor and Insurance Company agree, consistent with University policy, not to discriminate on grounds of race, color, religion, sex, sexual orientation, national origin, citizenship status, age, disability or veteran status and to provide reasonable accommodations to qualified individuals with disabilities upon request.

1.14 Independent Contractor: Whether the Contractor is a corporation, partnership, other legal entity, or an individual, the Contractor is an independent contractor. If the Contractor is an individual, the Contractor's duties will be performed with the understanding that the Contractor is a self-employed person, has special expertise as to the services which the Contractor is to perform and is customarily engaged in the independent performance of the same or similar services for others. The manner in which the services are performed shall be controlled by the Contractor; however, the nature of the services and the results to be achieved shall be specified by the University. The Contractor is not to be deemed an employee or agent of the University and has no authority to make and binding commitments or obligations on behalf of the University except as expressly provided herein. The University has prepared specific guidelines to be used for contractual agreements with individuals (not corporations or partnerships) who are not considered employees of the System.

1.15 Sexual Harassment: The University is committed to providing a positive environment for all students and staff. Sexual harassment, whether intentional or not, undermines the quality of this educational and working climate. The University thus has a legal and ethical responsibility to ensure that all students and employees can learn and work in an environment free of sexual harassment. Consistent with state and federal law, this right to freedom from sexual harassment was defined as University policy by the Board of Trustees. Failure to comply with this policy could result in termination of this contract without advance notice.

1.16 Indemnification: The Contractor agrees to be responsible for, and to protect, save harmless, and indemnify the University and its employees from and against all loss, damage, cost and expense (including attorney's fees) suffered or sustained by the University or for which the University may be held or become liable by reason of injury (including death) to persons or property or other causes whatsoever, in connection with the operations of the Contractor or and subcontractor under this agreement.

1.17 Contractor's Liability Insurance: The Contractor, or any subcontractor, shall not commence work under this agreement until the Contractor or any subcontractor has obtained all insurances required by the University. During the term of this agreement, the Contractor shall maintain the following insurances and limits:

1. Errors and Omissions Professional Liability: \$2,000,000 coverage or greater
2. Commercial General Liability: \$1,000,000 per occurrence or more, written on an occurrence-based form
3. Automobile Liability: \$1,000,000 per occurrence or more, including hired/non-owned
4. Workers Compensation – in compliance with State law; required for all personnel

Note that you are required to provide us with evidence that an accidental or negligent disclosure of personal information regarding our employees is not excluded under your general liability coverage, or that you have purchased coverage specifically for this exposure.

Certificates shall be filed prior to the date of performance under this agreement. Said certificates, in addition to proof of coverage, shall contain the standard Acord statement pertaining to written notification in the event of cancellation, with a thirty (30) day notification period.

The University of Maine System shall be named as an Additional Insured on the Commercial General Liability Insurance.

Certificates of Insurance for all of the above insurance shall be filed with :

Office of Strategic Procurement
University of Maine System
16 Central Street
Bangor, Maine 04401

1.18 Smoking Policy: The University of Maine System must comply with the "Work Place Smoking Act of 1985" and MRSA title 22, 1541 et seq "Smoking Prohibited in Public Places." In compliance with this law, the University has prohibited smoking in all University buildings except in designated smoking areas. This rule must also apply to all contractors and workers in existing University buildings. The Contractor shall be responsible for the implementation and enforcement of this requirement within existing buildings.

1.19 Licensure and Disciplinary Complaint Notification: Contractor covenants that he has all required licensures and will ensure that services will only be provided within the scope of licensure of the Contractor. The Contractor will promptly notify the University in the event of loss, termination or suspension of licenses or privileges or of disciplinary complaints against Contractor or Insurance Company that effects the University, or any claims arising out of work done for the University.