## VIRGIN PULSE IGNITE PERFORMANCE GUARANTEES

Virgin Pulse will provide a comprehensive set of performance guarantees. Because we know each client has their own goals and definition of success, we provide the opportunity to create the right set of goals from areas including:

- Member Support
- Technology
- Product
- Client Success
- When applicable: Implementation & Coaching

Performance guarantees are provided assuming that the final program design and the associated incentive strategy will be developed collaboratively, leveraging proven best practices.

Virgin Pulse will report on above performance guarantees when requested by Client, but not more frequently than quarterly (or annually in the case of annual surveys, changes in health risks, and ROI). If a guarantee is not met, Virgin Pulse will credit the applicable amount towards a future client invoice.

#### Fees put at-risk for Performance Guarantees

**Implementation**: Virgin Pulse will provide a one-time performance guarantee equal to 50% of the implementation fees that would be directly tied to achievement of a successful program implementation as outlined in Section 1 below.

**Platform and Program Support**: Virgin Pulse will provide annual performance guarantees equal to 20% of the annual subscription services fees for meeting agreed upon performance guarantees as outlined in Section 2 below.

**Coaching Effectiveness:** When Virgin Pulse telephonic or onsite coaching is procured, Virgin Pulse will provide annual performance guarantees equal to 20% of the annual telephonic coaching fees for meeting agreed upon performance guarantees as outlined in Section 3 below.

# **SECTION 1: IMPLEMENTATION**

Performance Guaranto	Performance Guarantee – Implementation – Implementation Effectiveness	
Performance Guarantee Level	<ul> <li>The performance guarantee for Implementation Effectiveness will be equally weighted on two measures:</li> <li>Implementation Satisfaction: achieving an average of 8 or above on a 10-point satisfaction scale, where 10 is very satisfied and 1 is very dissatisfied.</li> <li>Implementation Timeliness: the program will launch within 5 business days of the agreed upon Launch Date, which is signed off by the client after the Implementation Kickoff.</li> </ul>	
How to Measure Performance Guarantee	<ul> <li>Implementation performance guarantees will be measured as follows:         <ul> <li>Implementation Satisfaction – A satisfaction survey will be sent to Client stakeholders within 30 days of the Launch Date. A minimum of three (3) responses must be completed for results to count toward Performance Guarantee evaluation.</li> </ul> </li> <li>Implementation Timeliness – All key deliverables and milestones will be monitored through the Virgin Pulse's project management tool and reported to the Client on a periodic basis. Changes to the Launch Date must be agreed upon by both parties and confirmed in writing during the implementation process.</li> </ul>	
Percent of Fees at Risk	50% of Implementation Fee at risk:  • 25% of total implementation fee for Implementation Satisfaction: credited in full at less than or equal to 6/10; credit pro-rated for 7.9-6.1/10  • 25% of total implementation fee for Implementation Timeliness	
Additional Details:	<ul> <li>Fees at risk only apply to the first-year implementation fees as outlined in the client Order Form.</li> <li>Any missed deadlines caused by delays by the customer e.g., failure to deliver the required eligibility file will make this performance guarantee null and void. Additionally, if client chooses not to complete the satisfaction survey within 30 days of receipt this performance guarantee will be considered null and void.</li> <li>This Performance Guarantee will be reviewed within 90 days of the initial full program launch. Any fees due to client will be credited against a future invoice.</li> </ul>	

# **SECTION 2: PLATFORM & PROGRAM SUPPORT**

Following Performance Guarantees are available to assure we're backing our collective success with shared metrics. Understanding each client values different things, we offer the option for you to select the right mix for your company, culture and goals.

We place a total of 20% of annual platform subscription fees are risk and suggest you select 5 PGs with 1/4% of fees at risk for each. However, we can edit this to fewer or more PGs with the limit that no single PG will have more than 5% of annual fees at risk in total.

Organized as Operational, Quality & Outcomes

## **Operational Performance Guarantees**

Performance Guarantee – Member Support – Member Service Support	
Performance Guarantee Level	<ul> <li>The performance guarantee for Member Service Support is defined as follows:         <ul> <li>Call response times within 45 seconds for 80% or more of all calls answered from all Virgin Pulse members</li> </ul> </li> <li>E-mail response times within 48 hours for 95% or more of all e-mails answered for all members (excluding holidays and weekends)</li> <li>Satisfaction survey response of, 4 or 5 on a 5-point scale, by at least 80% of survey respondents. Survey is specific to the Virgin Pulse Member Services' experience and measured via the post-transaction Member Satisfaction survey</li> </ul>
How to Measure Performance Guarantee	<ul> <li>Phone response time is calculated by dividing the number of phone calls answered with 45 seconds by the total number of phone calls answered for the time period</li> <li>Email response time is calculated by dividing the number of emails responded to by a live agent within 48 hours (excluding holidays and weekends) by the total number of emails received for the time period</li> <li>Quarterly report which will be provided upon client request.</li> </ul>
Percent of Fees at Risk	<ul> <li>XX% of annual platform subscription service fees.</li> <li>1/3 to be paid for call response times; 1/3 to be paid for e-mail response times; 1/3 for member satisfaction.</li> <li>Each will be assessed Quarterly with .XX% at risk per measure, per quarter.</li> </ul>
Additional Details:	<ul> <li>Fees at risk only apply to the annual platform subscription service fees. The following requirements must be met:         <ul> <li>Call response PG is only applied if the minimum # of calls answered for the quarter is reached. The minimum is defined as 1% of the eligible population or 100 total calls answered per quarter, whichever is greater.</li> </ul> </li> <li>Email response PG is only applied if the minimum # of emails received for the quarter is reached. The minimum is defined as 1% of the eligible population or 100 total emails received per quarter, whichever is greater.</li> <li>A Member Services Satisfaction survey is automatically sent to a member when a service ticket is closed.</li> </ul>

Performance Guarantee – Technology – Platform Uptime	
Performance Guarantee Level	The performance guarantee for Platform Uptime is defined as follows:  99.5% up-time per quarter for access to Virgin Pulse website except for outages as a result of planned upgrades and maintenance.
How to Measure Performance Guarantee	Quarterly report which will be provided upon client request.
Percent of Fees at Risk	XX% of annual platform subscription service fees. Credited at 25% of the total fees at risk per quarter, wherein uptime is not achieved.
Additional Details:	Fees at risk only apply to the annual platform subscription service fees.

Performance Guarantee	Performance Guarantee – Technology – Data File Accuracy and Timeliness	
Performance Guarantee Level	The performance guarantee for Data/File Accuracy and Timeliness is defined as follows:  98% of eligibility/participation files with valid records and in previously agreed upon file specifications will be loaded within 2 business days of receipt. Within one business day of detecting file errors Virgin Pulse will generate error report and send to appropriate vendor.	
How to Measure Performance Guarantee	Quarterly report which will be provided upon client request.	
Percent of Fees at Risk	XX% of annual platform subscription service fees; pro-rated across all files received in program year.	
Additional Details:	Fees at risk only apply to the annual platform subscription service fees.	

Performance Guarante	Performance Guarantee – Technology – Report Timeliness	
Performance Guarantee Level	The performance guarantee for Report Timing of Delivery is defined as follows:  Standard Reports: Delivered within 15 business days after the end of the month or the quarter.  Ad-Hoc Reports: Reports that are captured in Statement of Work's (SOWs), which are signed off by both client and Virgin Pulse, will be delivered in the timelines defined within the signed SOW for each ad-hoc report.	
How to Measure Performance Guarantee	Quarterly report which will be provided upon client request.	
Percent of Fees at Risk	<ul> <li>XX% of annual platform subscription service fees.</li> <li>50% to be paid for Standard Reports; 50% to be paid for ad-hoc reports.</li> <li>Each will be assessed Quarterly with .125% at risk per measure, per quarter.</li> </ul>	
Additional Details:	Fees at risk only apply to the annual platform subscription service fees and assume the following:  Fees at risk would not apply should there be unforeseeable circumstances such as client's inability to receive the reports (for example, if there are network issues) or force majeure that prevent us from delivering the reports as promised.	

# **Quality Performance Guarantees**

Performance Guarantee – Product– Member Product Satisfaction	
Performance Guarantee Level	The performance guarantee for Member Satisfaction is defined as follows:
	Members will indicate they are satisfied or very satisfied with the Virgin Pulse program, by indicating a 4 or above on a 5-point scale during annual Member Satisfaction survey. 70% or more will respond within this standard.
How to Measure Performance Guarantee	Annual Member satisfaction survey results.
Percent of Fees at Risk	<ul> <li>XX% of annual platform subscription service fees.</li> <li>Credited in full at less than or equal to 3/5; credit pro-rated for 3.1-3.9/5.</li> </ul>
Additional Details:	Fees at risk only apply to the annual platform subscription service fees and assume the following:  Minimum of 30% surveys must be completed for the performance guarantee to apply.

Performance Guarantee – Client Success – Client Product Satisfaction	
Performance Guarantee Level	The performance guarantee for Client Success Satisfaction is defined as follows:  Wellness program administrators will indicate that they are likely to recommend Virgin Pulse by indicating an 8 or above on a 0-10-point scale on the Client Success Satisfaction survey. 70% or more will respond within this standard.
How to Measure Performance Guarantee	Bi-annual Client Success Satisfaction survey results. Results will be measured as an average of the two latest surveys.
Percent of Fees at Risk	<ul> <li>XX% of annual platform subscription service fees.</li> <li>Credited in full at less than or equal to 6/10; credit pro-rated for 7.9-6.1/10.</li> </ul>
Additional Details:	Fees at risk only apply to the annual platform subscription service fees and assume the following:  Minimum of 3 surveys must be completed for the performance guarantee to apply.

Performance Guarantee	Performance Guarantee – Client Success – Client Success Satisfaction	
Performance Guarantee Level	The performance guarantee for Client Success Satisfaction is defined as follows:  Wellness program administrators will indicate that they are satisfied or very satisfied with the management of the program, by indicating a 4 or above on a 5-point scale on the Client Success Satisfaction survey. 70% or more will respond within this standard.	
How to Measure Performance Guarantee	Bi-annual Client Success Satisfaction survey results. Results will be measured as an average of the two latest surveys	
Percent of Fees at Risk	<ul> <li>XX% of annual platform subscription service fees.</li> <li>Credited in full at less than or equal to 3/5; credit pro-rated for 3.9-3.1/5.</li> </ul>	
Additional Details:	Fees at risk only apply to the annual platform subscription service fees and assume the following:  Minimum of 3 surveys must be completed for the performance guarantee to apply.	

Performance Guarantee – Client Success – Program Participation	
Performance Guarantee Level	The performance guarantee for Annual Program Participation is defined as follows:  At least 40% of all Eligible employees of Client will be enrolled in the Virgin Pulse Program at the end of the annual period.
How to Measure Performance Guarantee	Enrollment is defined as eligible employees of Client who have enrolled in the Virgin Pulse Program. A comparison of enrolled employees to total eligible employees as included on the appropriate eligibility file.
Percent of Fees at Risk	<ul> <li>XX% of annual platform subscription service fees.</li> <li>Credited in full at less than or equal to 30%; credit pro-rated for 30.1-39.9%.</li> </ul>
Additional Details:	Fees at risk only apply to the annual platform subscription service fees and assume the following:  • You offer a minimum of \$350 annual incentive value; and Access to email addresses for the majority (greater than 80%) of eligible employees and implementation of an agreed upon strategic communications plan.

Performance Guarantee	– Client Success – Program Engagement (Annual)
Performance Guarantee Level	The performance guarantee for Annual Program Engagement is defined as follows:  On average at least 80% of enrolled employees will have earned points during a given program year.
How to Measure Performance Guarantee	Engagement is defined as a comparison of members earning points in a given year to total enrolled employees in that month. Engagement will be measured during a defined 12-month period.
Percent of Fees at Risk	• XX% of annual platform subscription service fees.  Credited in full at less than or equal to 60%; pro-rated 60-79.9%.
Additional Details:	<ul> <li>Fees at risk only apply to the annual platform subscription service fees and assume the following:         <ul> <li>You offer a minimum of \$350 annual incentive value</li> </ul> </li> <li>At least 2 of 4 Virgin Pulse best practices are deployed as part of the annual program design. Best practices include:         <ul> <li>Access to email addresses for the majority (greater than 80%) of eligible employees and implementation of an agreed upon strategic communications plan.</li> <li>Virgin Pulse will have the ability to continually communicate to the member base on a regular basis in order to meet engagement target metrics.</li> </ul> </li> <li>Deployment of a champions network to include identification of champions throughout company footprint, regular meetings (monthly or similar) and regular education activities such as participation in the VP webinars.</li> </ul> <li>Senior leadership program support to include supportive policies (such as paid time to participate in program) and/or supportive messages (such as letter/email) from C-suite executive(s).</li>

## **Outcome Performance Guarantees**

Performance Guarantee – Outcomes – Health Risk Improvement	
Performance Guarantee Level	90% or more of year-over-year participants will improve their risk in one or more health risk category
How to Measure Performance Guarantee	Comparing the same individuals who have completed a Health Risk Assessment in consecutive program years. Current program year's results to be compared to their previous year's results. Those meeting the improvement standard will improve their score in 1 or more of the Health Risk Assessment categories. This standard will be met if 90% or more of individuals with completed HRAs in consecutive year meet this level of improvement.
Percent of Fees at Risk	XX% of annual platform subscription service fees.
Additional Details:	Health categories measured include: Social Support, Perceived Health Status, Safety, Tobacco, Nutrition, Alcohol, Weight, Sleep, Cardiovascular Risk, Work Productivity, Physical Activity, Stress, Preventive Care, Life Outlook, Pain.

Performance Guarantee – Outcomes – Biometric Improvement	
Performance Guarantee Level	80% or more of year-over-year participants will improve their risk in one or more biometric.
How to Measure Performance Guarantee	Comparing the same individuals who have validated biometric measurements in consecutive program years. Current program year's results to be compared to their previous year's results. Those meeting the improvement standard will improve one or more of their biometrics. This standard will be met if 80% or more of individuals with validated biometric results in consecutive year meet this level of improvement.
Percent of Fees at Risk	XX% of annual platform subscription service fees.
Additional Details:	Biometrics include BMI, BPd, BPs, Total Cholesterol, HDL, LDL

Performance Guarantee – Return on Investment	
Performance Guarantee Level	The performance guarantee for Return on Investment defined as follows:  Financial ROI of health care savings: platform, incentive, and coaching costs. Target is \$0.8:\$1 in Vendor Program Year 1, \$1.5:\$1 in Vendor Program Year 2, and \$2.00:\$1 in Vendor Program Year 3. ROI guarantees will be maintained at \$2.00:\$1 in subsequent, consecutive years after Vendor Program Year 3.
How to Measure Performance Guarantee	ROI targets outlined are based on methodology described below. The parties agree in principle with the measurement methodology as described. The parties further agree to refine such measurement methodology as mutually agreeable to the parties, if necessary, and to document the refined methodology in a Reporting Requirements document. Client costs will be calculated to include program costs paid to VP including platform, coaching, and incentive costs as applicable.
Percent of Fees at Risk	XX% of annual platform subscription service fees.
Additional Details:	Measured by: ROI calculations will be based on a cohort comparison savings methodology, inclusive of healthcare and prescription claims that are provided to Virgin Pulse for claims-based services such as condition and disease management, gaps in care closure, and ongoing claims-based reporting and analytics.  The general approach to the methodology is:  1. Determine baseline healthcare - Medical and Rx - costs and trend based on all claims for full eligible population 2. Cohort engaged participants vs non-participants with potential for matching on demographic, risk, and cost profiles 3. Compare actual cost trends over time to determine actual claims-based savings

- 4. Incorporate client-specific results on productivity and risk, including turnover, absence, and worker's compensation costs, and compare between populations as in steps 1-2 above. Where detailed data is not available to support member-level comparisons, aggregated averages and/or industry benchmarks will be used.
- 5. Compare savings versus program costs (inclusive of platform fees, coaching costs and incentives)
- 6. Remove high-cost outliers (e.g., of over \$50k-\$100k) based on an outlier test
- 7. If a more detailed study is required to establish more specific ROI such as by health outcome or to determine value of specific interventions, and/or the ROI measurement requires extensive integration, processing, and/or analysis of data, SOW to establish costs of study will be written and agreed upon, with option to extract cost from fees at risk if PGs not met

#### Requirements:

- Client must be set up with healthcare and prescription claims ingestion for full eligible populations on an ongoing basis to support claims-driven services such as Condition and Disease Management, gaps in care closure, and claims-specific risk and cost reporting and analytics.
- 2. ROI applies to engaged participants, defined as a Coaching participant that complete at least three calls during the program year and that engage with the digital platform and/or services at least monthly.
- 3. Minimum population sample size is the greater of 100 or 10% of the eligible population.

## **SECTION 3: TOTAL POPULATION COACHING EFFECTIVENESS**

Total of 20% of Coaching Fees at Risk. Not to exceed 5% per category. **Offered when Virgin Pulse telephonic or onsite coaching is added.** 

Performance Guarantee – Coaching – Telephonic Coaching - Participant Satisfaction	
Performance Guarantee Level	The performance guarantee for Live Coaching Participant Satisfaction is defined as follows:
	Average member satisfaction score of 8 or higher on consumer satisfaction survey for phone coaching.
How to Measure Performance Guarantee	Live Coaching Participant Satisfaction bi-annual survey results. Results will be measured as an average of the two latest surveys.
Percent of Fees at Risk	XX% of annual live coaching fees. Credited in full at less than or equal to 7/10; credit pro-rated for 7.1-7.9/10.
Additional Details:	<ul> <li>Fees at risk only apply to Virgin Pulse live coaching fees.</li> <li>Minimum of 100 surveys must be completed for the performance guarantee to apply.</li> </ul>

Performance Guarantee – Coaching – Tobacco Cessation	
Performance Guarantee Level	15% reduction in participants who report smoking after completing a Virgin Pulse Tobacco Cessation program.
	Measurement is determined using a Health Assessment as the data source with the following method of measurement applied:
How to Measure	Formula: N <sub>2</sub> / N <sub>1</sub>
Performance Guarantee	Numerator: Participants in denominator that reported smoking within 30 days of the Time 2 health assessment
	<b>Denominator:</b> Participants complete Tobacco Cessation program defined as completion of four tobacco coaching calls or at least one tobacco journey
Percent of Fees at Risk	XX% of annual live coaching fees for participants with Tobacco Cessation goal.
Additional Details:	<ul> <li>Fees at risk only apply to annual coaching costs. Virgin Pulse will use a consent to treat methodology for measurement of tobacco cessation outcomes.</li> <li>50% payout of fees at risk paid if greater than 7.5% of members quit smoking but less than 15%.</li> </ul>

Performance Guarantee – Coaching – Weight Loss	
Performance Guarantee Level	12.5% of participants with BMI >30 will lose at least 5% of their body weight.
	Measurement is determined using a Health or Biometric Screening as the data source with the following method of measurement applied:
	Formula: (N <sub>1</sub> -N <sub>2</sub> )/N <sub>1</sub>
How to Measure Performance Guarantee	Numerator: Participants in denominator who lost at least 5% of their body weight as measured by BMI
	<b>Denominator:</b> Participants who complete any coaching program (phone, on-line), by completing four coaching calls or one journey, have a BMI>30 and complete health screening before and after participation
Percent of Fees at Risk	XX% of annual live coaching fees for participants with Weight Loss goal.
Additional Details:	<ul> <li>Fees at risk only apply to annual coaching costs For PG to be valid, year over year Health Screening population must be 5% of total enrolled employee population.</li> <li>Based on a validated BMI measurement T2 vs. T1. 50% payout of fees at risk paid if greater than 6% of members lose 5% of body weight but less than 12.5%.</li> </ul>

Performance Guarantee – Coaching – Nutrition Risk Reduction	
Performance Guarantee Level	25% of participants will achieve meaningful improvement in their nutrition risk.
How to Measure Performance Guarantee	Measurement is determined using a Health Assessment as the data source with the following method of measurement applied:
	Formula: (N <sub>1</sub> -N <sub>2</sub> )/N <sub>1</sub>
	Numerator: Nutrition risk key performance metric is #s of fruits and vegetables consumed per day. Improvement = increase by >= 1 serving per day
	<b>Denominator:</b> Participants who complete four coaching calls and complete health assessment before and after participation.
Percent of Fees at Risk	XX% of annual live coaching fees for participants with Nutrition goal.
Additional Details:	<ul> <li>Fees at risk only apply to annual coaching costs.</li> <li>50% payout of fees at risk paid if greater than 12.5% of members achieve meaningful improvement but less than 25%.</li> </ul>

Performance Guarantee – Coaching – Increased Physical Activity	
Performance Guarantee Level	20% of participants will achieve meaningful improvement in their physical activity risk.
	Measurement is determined using a Health Assessment as the data source with the following method of measurement applied:
	Formula: (N <sub>1</sub> -N <sub>2</sub> )/N <sub>1</sub>
How to Measure Performance Guarantee	Numerator: Physical Activity risk key performance metric is # of minutes of physical activity per week. Improvement = increase by >= 60 minutes per week
	<b>Denominator:</b> Participants who complete four coaching calls and complete health assessment before and after participation and were deemed to be at physical activity risk.
Percent of Fees at Risk	XX% of annual live coaching fees for participants with Physical Activity goal.
Additional Details:	<ul> <li>Fees at risk only apply to annual coaching costs.</li> <li>50% payout of fees at risk paid if greater than 10% of members achieve meaningful improvement but less than 20%.</li> </ul>

Performance Guarantee – Coaching – Blood Pressure	
Performance Guarantee Level	20% of participants with hypertension will achieve meaningful improvement in their BP
How to Measure Performance Guarantee	Measurement is determined using a Health Screening as the data source with the following method of measurement applied:  Formula: (N <sub>1</sub> -N <sub>2</sub> )/N <sub>1</sub> Numerator: Participants in denominator who were determined to be high risk for blood pressure (defined at BP>140/90) as measured by an objective health screening
	<b>Denominator:</b> Participants who complete any coaching program (phone, on-line or onsite), complete health screening before and after participation and participate at least 120 days.
Percent of Fees at Risk	XX% of annual live coaching fees for participants with Blood Pressure goal.
Additional Details:	Blood Pressure key performance metric is either systolic or diastolic BP. Improvement = decrease of systolic BP by >= 10 points or diastolic BP by >= 5 points

Performance Guarantee – Coaching – Diabetes	
Performance Guarantee Level	50% of high risk diabetic members will achieve meaningful improvement in fasting blood sugar levels
	Measurement is determined using a Health Screening as the data source with the following method of measurement applied:  Formula: N <sub>2</sub> /N <sub>1</sub>
	Numerator (N2):
How to Measure Performance Guarantee	Virgin Pulse Enrolled participants who achieve meaningful improvement by a reduction of at least 10% from baseline Fasting Blood Glucose or A1c; or, achieving a drop from High Risk to Moderate Risk  Denominator (N1):
	Enrolled Virgin Pulse participants who completed a coaching program (4 coaching calls over 120 days) in the Diabetes topic area; who had a validated baseline blood glucose >125 mg/dL or A1c >= 4.9 prior to starting the program; and who have a validated blood glucose or A1c within 30 days following completion of the program
Percent of Fees at Risk	XX% of annual live coaching fees for participants with Diabetes goal.
Additional Details:	There must be at least 20 members in the denominator.

Performance Guarantee – Coaching – Cholesterol	
Performance Guarantee Level	20% of participants out-of-normal range, defined as 130 or above for either LDL or Non-HDL-C will achieve meaningful improvement in their LDL or non-HDL cholesterol.
	Measurement is determined using a Health Screening as the data source with the following method of measurement applied:
	Formula: (N <sub>1</sub> -N <sub>2</sub> )/N <sub>1</sub>
How to Measure Performance Guarantee	Numerator: Participants in denominator who were determined to be high risk for high cholesterol (defined at total cholesterol >=240) as measured by an objective health screening
	Denominator:  Participants who complete any coaching program (phone, on-line or onsite), complete health screening before and after participation and participate at least 120 days.
Percent of Fees at Risk	XX% of annual live coaching fees for participants with Cholesterol goal.
Additional Details:	Cholesterol key performance metric is either LDL (if fasting) or non-HDL (if non fasting) cholesterol levels as reported by an objective source (screening vendor, physician). Improvement = reduction by >= 10%.

### VIRGIN PULSE ENGAGE PERFORMANCE GUARANTEES

Virgin Pulse will provide a comprehensive set of performance guarantees. Because we know each client has their own goals and definition of success, we provide the opportunity to create the right set of goals from areas including:

- Member Support
- Technology
- Product
- Client Success
- When applicable: Implementation & Coaching

Performance guarantees are provided assuming that the final program design and the associated incentive strategy will be developed collaboratively, leveraging proven best practices.

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#### Fees put at-risk for Performance Guarantees

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# **SECTION 1: IMPLEMENTATION**

Performance Guarantee – Implementation – Implementation Effectiveness	
Performance Guarantee Level	<ul> <li>The performance guarantee for Implementation Effectiveness will be equally weighted on two measures:</li> <li>Implementation Satisfaction: achieving an average of 8 or above on a 10-point satisfaction scale, where 10 is very satisfied and 1 is very dissatisfied.</li> <li>Implementation Timeliness: the program will launch within 5 business days of the agreed upon Launch Date, which is signed off by the client after the Implementation Kickoff.</li> </ul>
How to Measure Performance Guarantee	<ul> <li>Implementation performance guarantees will be measured as follows:         <ul> <li>Implementation Satisfaction – A satisfaction survey will be sent to Client stakeholders within 30 days of the Launch Date. A minimum of three (3) responses must be completed for results to count toward Performance Guarantee evaluation.</li> </ul> </li> <li>Implementation Timeliness – All key deliverables and milestones will be monitored through the Virgin Pulse's project management tool and reported to the Client on a periodic basis. Changes to the Launch Date must be agreed upon by both parties and confirmed in writing during the implementation process.</li> </ul>
Percent of Fees at Risk	50% of Implementation Fee at risk:  • 25% of total implementation fee for Implementation Satisfaction: credited in full at less than or equal to 6/10; credit pro-rated for 7.9-6.1/10  • 25% of total implementation fee for Implementation Timeliness
Additional Details:	<ul> <li>Fees at risk only apply to the first-year implementation fees as outlined in the client Order Form.</li> <li>Any missed deadlines caused by delays by the customer e.g., failure to deliver the required eligibility file will make this performance guarantee null and void. Additionally, if client chooses not to complete the satisfaction survey within 30 days of receipt this performance guarantee will be considered null and void.</li> <li>This Performance Guarantee will be reviewed within 90 days of the initial full program launch. Any fees due to client will be credited against a future invoice.</li> </ul>

# **SECTION 2: PLATFORM & PROGRAM SUPPORT**

Following Performance Guarantees are available to assure we're backing our collective success with shared metrics. Understanding each client values different things, we offer the option for you to select the right mix for your company, culture and goals.

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## **Operational Performance Guarantees**

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Performance Guarantee Level	<ul> <li>The performance guarantee for Member Service Support is defined as follows:</li> <li>Call response times within 45 seconds for 80% or more of all calls answered from all Virgin Pulse members</li> <li>E-mail response times within 48 hours for 95% or more of all e-mails answered for all members (excluding holidays and weekends)</li> <li>Satisfaction survey response of, 4 or 5 on a 5-point scale, by at least 80% of survey respondents. Survey is specific to the Virgin Pulse Member Services' experience and measured via the post-transaction Member Satisfaction survey</li> </ul>
How to Measure Performance Guarantee	<ul> <li>Phone response time is calculated by dividing the number of phone calls answered with 45 seconds by the total number of phone calls answered for the time period</li> <li>Email response time is calculated by dividing the number of emails responded to by a live agent within 48 hours (excluding holidays and weekends) by the total number of emails received for the time period</li> <li>Quarterly report which will be provided upon client request.</li> </ul>
Percent of Fees at Risk	<ul> <li>XX% of annual platform subscription service fees.</li> <li>1/3 to be paid for call response times; 1/3 to be paid for e-mail response times; 1/3 for member satisfaction.</li> <li>Each will be assessed Quarterly with .XX% at risk per measure, per quarter.</li> </ul>
Additional Details:	<ul> <li>Fees at risk only apply to the annual platform subscription service fees. The following requirements must be met:         <ul> <li>Call response PG is only applied if the minimum # of calls answered for the quarter is reached. The minimum is defined as 1% of the eligible population or 100 total calls answered per quarter, whichever is greater.</li> </ul> </li> <li>Email response PG is only applied if the minimum # of emails received for the quarter is reached. The minimum is defined as 1% of the eligible population or 100 total emails received per quarter, whichever is greater. A Member Services Satisfaction survey is automatically sent to a member when a service ticket is closed.</li> </ul>

Performance Guarantee – Technology – Platform Uptime	
Performance Guarantee Level	The performance guarantee for Platform Uptime is defined as follows:  99.5% up-time per quarter for access to Virgin Pulse website except for outages as a result of planned upgrades and maintenance.
How to Measure Performance Guarantee	Quarterly report which will be provided upon client request.
Percent of Fees at Risk	XX% of annual platform subscription service fees. Credited at 25% of the total fees at risk per quarter, wherein uptime is not achieved.
Additional Details:	Fees at risk only apply to the annual platform subscription service fees.

Performance Guarantee – Technology – Data File Accuracy and Timeliness	
Performance Guarantee Level	The performance guarantee for Data/File Accuracy and Timeliness is defined as follows:  98% of eligibility/participation files with valid records and in previously agreed upon file specifications will be loaded within 2 business days of receipt. Within one business day of detecting file errors Virgin Pulse will generate error report and send to appropriate vendor.
How to Measure Performance Guarantee	Quarterly report which will be provided upon client request.
Percent of Fees at Risk	XX% of annual platform subscription service fees; pro-rated across all files received in program year.
Additional Details:	Fees at risk only apply to the annual platform subscription service fees.

Performance Guarante	Performance Guarantee – Technology – Report Timeliness	
Performance Guarantee Level	The performance guarantee for Report Timing of Delivery is defined as follows:  Standard Reports: Delivered within 15 business days after the end of the month or the quarter.  Ad-Hoc Reports: Reports that are captured in Statement of Work's (SOWs), which are signed off by both client and Virgin Pulse, will be delivered in the timelines defined within the signed SOW for each ad-hoc report.	
How to Measure Performance Guarantee	Quarterly report which will be provided upon client request.	
Percent of Fees at Risk	<ul> <li>XX% of annual platform subscription service fees.</li> <li>50% to be paid for Standard Reports; 50% to be paid for ad-hoc reports.</li> <li>Each will be assessed Quarterly with .125% at risk per measure, per quarter.</li> </ul>	
Additional Details:	Fees at risk only apply to the annual platform subscription service fees and assume the following:  Fees at risk would not apply should there be unforeseeable circumstances such as client's inability to receive the reports (for example, if there are network issues) or force majeure that prevent us from delivering the reports as promised.	

# **Quality Performance Guarantees**

Performance Guarantee – Product– Member Product Satisfaction	
Performance Guarantee Level	The performance guarantee for Member Satisfaction is defined as follows:
	Members will indicate they are satisfied or very satisfied with the Virgin Pulse program, by indicating a 4 or above on a 5-point scale during annual Member Satisfaction survey. 70% or more will respond within this standard.
How to Measure Performance Guarantee	Annual Member satisfaction survey results.
Percent of Fees at Risk	<ul> <li>XX% of annual platform subscription service fees.</li> <li>Credited in full at less than or equal to 3/5; credit pro-rated for 3.1-3.9/5.</li> </ul>
Additional Details:	Fees at risk only apply to the annual platform subscription service fees and assume the following:  Minimum of 30% surveys must be completed for the performance guarantee to apply.

Performance Guarantee – Client Success – Client Product Satisfaction	
Performance Guarantee Level	The performance guarantee for Client Success Satisfaction is defined as follows:  Wellness program administrators will indicate that they are likely to recommend Virgin Pulse by indicating an 8 or above on a 0-10-point scale on the Client Success Satisfaction survey. 70% or more will respond within this standard.
How to Measure Performance Guarantee	Bi-annual Client Success Satisfaction survey results. Results will be measured as an average of the two latest surveys.
Percent of Fees at Risk	<ul> <li>XX% of annual platform subscription service fees.</li> <li>Credited in full at less than or equal to 6/10; credit pro-rated for 7.9-6.1/10.</li> </ul>
Additional Details:	Fees at risk only apply to the annual platform subscription service fees and assume the following:  Minimum of 3 surveys must be completed for the performance guarantee to apply.

Performance Guarantee	Performance Guarantee – Client Success – Client Success Satisfaction	
Performance Guarantee Level	The performance guarantee for Client Success Satisfaction is defined as follows:  Wellness program administrators will indicate that they are satisfied or very satisfied with the management of the program, by indicating a 4 or above on a 5-point scale on the Client Success Satisfaction survey. 70% or more will respond within this standard.	
How to Measure Performance Guarantee	Bi-annual Client Success Satisfaction survey results. Results will be measured as an average of the two latest surveys	
Percent of Fees at Risk	<ul> <li>XX% of annual platform subscription service fees.</li> <li>Credited in full at less than or equal to 3/5; credit pro-rated for 3.9-3.1/5.</li> </ul>	
Additional Details:	Fees at risk only apply to the annual platform subscription service fees and assume the following:  Minimum of 3 surveys must be completed for the performance guarantee to apply.	

Performance Guarantee – Client Success – Program Participation	
Performance Guarantee Level	The performance guarantee for Annual Program Participation is defined as follows:  At least 40% of all Eligible employees of Client will be enrolled in the Virgin Pulse Program at the end of the annual period.
How to Measure Performance Guarantee	Enrollment is defined as eligible employees of Client who have enrolled in the Virgin Pulse Program. A comparison of enrolled employees to total eligible employees as included on the appropriate eligibility file.
Percent of Fees at Risk	<ul> <li>XX% of annual platform subscription service fees.</li> <li>Credited in full at less than or equal to 30%; credit pro-rated for 30.1-39.9%.</li> </ul>
Additional Details:	Fees at risk only apply to the annual platform subscription service fees and assume the following:  • You offer a minimum of \$350 annual incentive value; and Access to email addresses for the majority (greater than 80%) of eligible employees and implementation of an agreed upon strategic communications plan.

Performance Guarantee	– Client Success – Program Engagement (Annual)
Performance Guarantee Level	The performance guarantee for Annual Program Engagement is defined as follows:  On average at least 80% of enrolled employees will have earned points during a given program year.
How to Measure Performance Guarantee	Engagement is defined as a comparison of members earning points in a given year to total enrolled employees in that month. Engagement will be measured during a defined 12-month period.
Percent of Fees at Risk	<ul> <li>XX% of annual platform subscription service fees.</li> <li>Credited in full at less than or equal to 60%; pro-rated 60-79.9%.</li> </ul>
Additional Details:	<ul> <li>Fees at risk only apply to the annual platform subscription service fees and assume the following:         <ul> <li>You offer a minimum of \$350 annual incentive value</li> </ul> </li> <li>At least 2 of 4 Virgin Pulse best practices are deployed as part of the annual program design. Best practices include:         <ul> <li>Access to email addresses for the majority (greater than 80%) of eligible employees and implementation of an agreed upon strategic communications plan.</li> <li>Virgin Pulse will have the ability to continually communicate to the member base on a regular basis in order to meet engagement target metrics.</li> </ul> </li> <li>Deployment of a champions network to include identification of champions throughout company footprint, regular meetings (monthly or similar) and regular education activities such as participation in the VP webinars.</li> </ul> <li>Senior leadership program support to include supportive policies (such as paid time to participate in program) and/or supportive messages (such as letter/email) from C-suite executive(s).</li>

## **Outcome Performance Guarantees**

Performance Guarantee – Outcomes – Health Risk Improvement	
Performance Guarantee Level	90% or more of year-over-year participants will improve their risk in one or more health risk category
How to Measure Performance Guarantee	Comparing the same individuals who have completed a Health Risk Assessment in consecutive program years. Current program year's results to be compared to their previous year's results. Those meeting the improvement standard will improve their score in 1 or more of the Health Risk Assessment categories. This standard will be met if 90% or more of individuals with completed HRAs in consecutive year meet this level of improvement.
Percent of Fees at Risk	XX% of annual platform subscription service fees.
Additional Details:	Health categories measured include: Social Support, Perceived Health Status, Safety, Tobacco, Nutrition, Alcohol, Weight, Sleep, Cardiovascular Risk, Work Productivity, Physical Activity, Stress, Preventive Care, Life Outlook, Pain.

Performance Guarantee	Performance Guarantee – Outcomes – Biometric Improvement	
Performance Guarantee Level	80% or more of year-over-year participants will improve their risk in one or more biometric.	
How to Measure Performance Guarantee	Comparing the same individuals who have validated biometric measurements in consecutive program years. Current program year's results to be compared to their previous year's results. Those meeting the improvement standard will improve one or more of their biometrics. This standard will be met if 80% or more of individuals with validated biometric results in consecutive year meet this level of improvement.	
Percent of Fees at Risk	XX% of annual platform subscription service fees.	
Additional Details:	Biometrics include BMI, BPd, BPs, Total Cholesterol, HDL, LDL	

Performance Guarantee	Performance Guarantee – Return on Investment	
Performance Guarantee Level	The performance guarantee for Return on Investment defined as follows:  Financial ROI of health care savings: platform, incentive, and coaching costs. Target is \$0.8:\$1 in Vendor Program Year 1, \$1.5:\$1 in Vendor Program Year 2, and \$2.00:\$1 in Vendor Program Year 3. ROI guarantees will be maintained at \$2.00:\$1 in subsequent, consecutive years after Vendor Program Year 3.	
How to Measure Performance Guarantee	ROI targets outlined are based on methodology described below. The parties agree in principle with the measurement methodology as described. The parties further agree to refine such measurement methodology as mutually agreeable to the parties, if necessary, and to document the refined methodology in a Reporting Requirements document. Client costs will be calculated to include program costs paid to VP including platform, coaching, and incentive costs as applicable.	
Percent of Fees at Risk	XX% of annual platform subscription service fees.	
Additional Details:	Measured by: ROI calculations will be based on a cohort comparison savings methodology, inclusive of healthcare and prescription claims that are provided to Virgin Pulse for claims-based services such as condition and disease management, gaps in care closure, and ongoing claims-based reporting and analytics.  The general approach to the methodology is:  1. Determine baseline healthcare - Medical and Rx - costs and trend based on all claims for full eligible population 2. Cohort engaged participants vs non-participants with potential for matching on demographic, risk, and cost profiles 3. Compare actual cost trends over time to determine actual claims-based savings	

- 4. Incorporate client-specific results on productivity and risk, including turnover, absence, and worker's compensation costs, and compare between populations as in steps 1-2 above. Where detailed data is not available to support member-level comparisons, aggregated averages and/or industry benchmarks will be used.
- 5. Compare savings versus program costs (inclusive of platform fees, coaching costs and incentives)
- 6. Remove high-cost outliers (e.g., of over \$50k-\$100k) based on an outlier test
- 7. If a more detailed study is required to establish more specific ROI such as by health outcome or to determine value of specific interventions, and/or the ROI measurement requires extensive integration, processing, and/or analysis of data, SOW to establish costs of study will be written and agreed upon, with option to extract cost from fees at risk if PGs not met

#### Requirements:

- Client must be set up with healthcare and prescription claims ingestion for full eligible populations on an ongoing basis to support claims-driven services such as Condition and Disease Management, gaps in care closure, and claims-specific risk and cost reporting and analytics.
- 2. ROI applies to engaged participants, defined as a Coaching participant that complete at least three calls during the program year and that engage with the digital platform and/or services at least monthly.
- 3. Minimum population sample size is the greater of 100 or 10% of the eligible population.

## **SECTION 3: TOTAL POPULATION COACHING EFFECTIVENESS**

Total of 20% of Coaching Fees at Risk. Not to exceed 5% per category. **Offered when Virgin Pulse telephonic or onsite coaching is added.** 

Performance Guarantee – Coaching – Telephonic Coaching - Participant Satisfaction	
Performance Guarantee Level	The performance guarantee for Live Coaching Participant Satisfaction is defined as follows:
	Average member satisfaction score of 8 or higher on consumer satisfaction survey for phone coaching.
How to Measure Performance Guarantee	Live Coaching Participant Satisfaction bi-annual survey results. Results will be measured as an average of the two latest surveys.
Percent of Fees at Risk	XX% of annual live coaching fees. Credited in full at less than or equal to 7/10; credit pro-rated for 7.1-7.9/10.
Additional Details:	<ul> <li>Fees at risk only apply to Virgin Pulse live coaching fees.</li> <li>Minimum of 100 surveys must be completed for the performance guarantee to apply.</li> </ul>

Performance Guarantee – Coaching – Tobacco Cessation	
Performance Guarantee Level	15% reduction in participants who report smoking after completing a Virgin Pulse Tobacco Cessation program.
	Measurement is determined using a Health Assessment as the data source with the following method of measurement applied:
How to Measure	Formula: N <sub>2</sub> /N <sub>1</sub>
Performance Guarantee	Numerator: Participants in denominator that reported smoking within 30 days of the Time 2 health assessment
	<b>Denominator:</b> Participants complete Tobacco Cessation program defined as completion of four tobacco coaching calls or at least one tobacco journey
Percent of Fees at Risk	XX% of annual live coaching fees for participants with Tobacco Cessation goal.
Additional Details:	<ul> <li>Fees at risk only apply to annual coaching costs. Virgin Pulse will use a consent to treat methodology for measurement of tobacco cessation outcomes.</li> <li>50% payout of fees at risk paid if greater than 7.5% of members quit smoking but less than 15%.</li> </ul>

Performance Guarantee – Coaching – Weight Loss		
Performance Guarantee Level	12.5% of participants with BMI >30 will lose at least 5% of their body weight.	
How to Measure Performance Guarantee	Measurement is determined using a Health or Biometric Screening as the data source with the following method of measurement applied:	
	Formula: (N <sub>1</sub> -N <sub>2</sub> )/N <sub>1</sub>	
	Numerator: Participants in denominator who lost at least 5% of their body weight as measured by BMI	
	<b>Denominator:</b> Participants who complete any coaching program (phone, on-line), by completing four coaching calls or one journey, have a BMI>30 and complete health screening before and after participation	
Percent of Fees at Risk	XX% of annual live coaching fees for participants with Weight Loss goal.	
Additional Details:	<ul> <li>Fees at risk only apply to annual coaching costs For PG to be valid, year over year Health Screening population must be 5% of total enrolled employee population.</li> <li>Based on a validated BMI measurement T2 vs. T1. 50% payout of fees at risk paid if greater than 6% of members lose 5% of body weight but less than 12.5%.</li> </ul>	

Performance Guarantee – Coaching – Nutrition Risk Reduction		
Performance Guarantee Level	25% of participants will achieve meaningful improvement in their nutrition risk.	
How to Measure Performance Guarantee	Measurement is determined using a Health Assessment as the data source with the following method of measurement applied:	
	Formula: (N <sub>1</sub> -N <sub>2</sub> )/N <sub>1</sub>	
	Numerator: Nutrition risk key performance metric is #s of fruits and vegetables consumed per day. Improvement = increase by >= 1 serving per day	
	<b>Denominator:</b> Participants who complete four coaching calls and complete health assessment before and after participation.	
Percent of Fees at Risk	XX% of annual live coaching fees for participants with Nutrition goal.	
Additional Details:	<ul> <li>Fees at risk only apply to annual coaching costs.</li> <li>50% payout of fees at risk paid if greater than 12.5% of members achieve meaningful improvement but less than 25%.</li> </ul>	

Performance Guarantee – Coaching – Increased Physical Activity	
Performance Guarantee Level	20% of participants will achieve meaningful improvement in their physical activity risk.
How to Measure Performance Guarantee	Measurement is determined using a Health Assessment as the data source with the following method of measurement applied:
	Formula: (N <sub>1</sub> -N <sub>2</sub> )/N <sub>1</sub>
	<b>Numerator:</b> Physical Activity risk key performance metric is # of minutes of physical activity per week. Improvement = increase by >= 60 minutes per week
	<b>Denominator:</b> Participants who complete four coaching calls and complete health assessment before and after participation and were deemed to be at physical activity risk.
Percent of Fees at Risk	XX% of annual live coaching fees for participants with Physical Activity goal.
Additional Details:	<ul> <li>Fees at risk only apply to annual coaching costs.</li> <li>50% payout of fees at risk paid if greater than 10% of members achieve meaningful improvement but less than 20%.</li> </ul>

Performance Guarantee – Coaching – Blood Pressure		
Performance Guarantee Level	20% of participants with hypertension will achieve meaningful improvement in their BP	
How to Measure Performance Guarantee	Measurement is determined using a Health Screening as the data source with the following method of measurement applied:  Formula: (N <sub>1</sub> -N <sub>2</sub> )/N <sub>1</sub> Numerator: Participants in denominator who were determined to be high risk for blood pressure (defined at BP>140/90) as measured by an objective health screening	
	Denominator:  Participants who complete any coaching program (phone, on-line or onsite), complete health screening before and after participation and participate at least 120 days.	
Percent of Fees at Risk	XX% of annual live coaching fees for participants with Blood Pressure goal.	
Additional Details:	Blood Pressure key performance metric is either systolic or diastolic BP. Improvement = decrease of systolic BP by >= 10 points or diastolic BP by >= 5 points	

Performance Guarantee – Coaching – Diabetes	
Performance Guarantee Level	50% of high risk diabetic members will achieve meaningful improvement in fasting blood sugar levels
	Measurement is determined using a Health Screening as the data source with the following method of measurement applied:  Formula: N <sub>2</sub> /N <sub>1</sub>
	Numerator (N2):
How to Measure Performance Guarantee	Virgin Pulse Enrolled participants who achieve meaningful improvement by a reduction of at least 10% from baseline Fasting Blood Glucose or A1c; or, achieving a drop from High Risk to Moderate Risk  Denominator (N1):
	Enrolled Virgin Pulse participants who completed a coaching program (4 coaching calls over 120 days) in the Diabetes topic area; who had a validated baseline blood glucose >125 mg/dL or A1c >= 4.9 prior to starting the program; and who have a validated blood glucose or A1c within 30 days following completion of the program
Percent of Fees at Risk	XX% of annual live coaching fees for participants with Diabetes goal.
Additional Details:	There must be at least 20 members in the denominator.

Performance Guarantee – Coaching – Cholesterol	
Performance Guarantee Level	20% of participants out-of-normal range, defined as 130 or above for either LDL or Non-HDL-C will achieve meaningful improvement in their LDL or non-HDL cholesterol.
	Measurement is determined using a Health Screening as the data source with the following method of measurement applied:
	Formula: (N <sub>1</sub> -N <sub>2</sub> )/N <sub>1</sub>
How to Measure Performance Guarantee	Numerator: Participants in denominator who were determined to be high risk for high cholesterol (defined at total cholesterol >=240) as measured by an objective health screening
	Denominator:  Participants who complete any coaching program (phone, on-line or onsite), complete health screening before and after participation and participate at least 120 days.
Percent of Fees at Risk	XX% of annual live coaching fees for participants with Cholesterol goal.
Additional Details:	Cholesterol key performance metric is either LDL (if fasting) or non-HDL (if non fasting) cholesterol levels as reported by an objective source (screening vendor, physician). Improvement = reduction by >= 10%.