

STATE OF TEXAS                   §  
   §  
 COUNTY OF FORT BEND           §

**FIRST AMENDMENT TO ADDENDUM TO VIRGIN PULSE’S AGREEMENT**  
 (Utilizing Sourcwell Contract No. 051922-VRG)

**THIS FIRST AMENDMENT** (“Amendment”) is made and entered into by and between FORT BEND COUNTY, (hereinafter “County”), a political subdivision of the State of Texas, and Virgin Pulse, Inc., (hereinafter “Virgin Pulse”), a company authorized to conduct business in the State of Texas. County and Contractor are hereinafter collectively referred to as the “Parties” and each individually a “Party.”

WHEREAS, on or about August 8, 2023, the Parties executed and accepted that certain *Addendum to Virgin Pulse’s Agreement* (hereinafter “Agreement”) which is incorporated by reference as if set forth herein verbatim; and

WHEREAS, by execution of this Amendment, the Parties desire to amend the Agreement to provide additional services by Virgin Pulse, to increase the Total Maximum Compensation for completion of such services, to clarify the description of Services included in Appendix A of Exhibit A to the Agreement, and to otherwise ratify and confirm all the terms and conditions as set forth herein.

NOW THEREFORE, in consideration of the foregoing, the Parties do mutually agree that the Agreement between the Parties is hereby amended as follows:

1. **Scope of Services.** County shall pay Virgin Pulse an additional Thirteen Thousand Eight Hundred Eighty and 00/100 dollars (\$13,880.00) for the performance and completion of additional services as described in Virgin Pulse’s Order Form (the “Services”). The table titled “Selected Services & Fees” found within Exhibit A, as it appears on the page 11 of the Agreement, shall be deleted in its entirety and replaced with the Selected Services & Fees table as it appears attached hereto as Exhibit “A-1” and incorporated by reference for all intents and purposes.
2. **Limit of Appropriation.** Virgin Pulse understands and agrees that the Maximum Compensation payable to Virgin Pulse for Services rendered under this Agreement is hereby increased to an amount not to exceed Eighty-Six Thousand One Hundred Seventy-Nine and 00/100 dollars (\$86,179.00), authorized as follows:

\$72,299.00	under the Agreement
\$13,880.00	under this Amendment
<b>TOTAL</b>	<b>\$86,179.00</b>

In no event shall the amount paid by County under this Agreement exceed the  
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Maximum Compensation without a County approved change order. Virgin Pulse clearly understands and agrees, such understanding and agreement being the absolute essence of this Agreement, that County shall have available the total maximum sum of Eighty-Six Thousand One Hundred Seventy-Nine and 00/100 dollars (\$86,179.00) specifically allocated to fully discharge any and all liabilities County may incur under the Agreement.

Virgin Pulse does further understand and agree, said understanding and agreement also being of the absolute essence of the Agreement, that the total Maximum Compensation that Virgin Pulse may become entitled to and the total maximum sum that County may become liable to pay to Virgin Pulse under the Agreement shall not under any conditions, circumstances, or interpretations thereof exceed Eighty-Six Thousand One Hundred Seventy-Nine and 00/100 dollars (\$86,179.00).

3. The Parties agree to amend Exhibit A of the Agreement to delete in its entirety and replace Appendix A: Solution Descriptions found within the Agreement with the corrected Appendix A: Solution Descriptions attached hereto and incorporated by reference for all intents and purposes.
4. **Term.** The Parties mutually agree that the Initial Order Start Date specified in the Agreement is hereby amended to be September 10, 2024, and that the Initial Order End Date specified in the Agreement is hereby amended to be September 9, 2025.
5. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of the Agreement.
6. **Modifications and Conflict.** Except as modified herein, the Agreement shall remain in full force and effect and has not been otherwise modified or amended. If there is a conflict among documents that make up the Agreement, this Amendment shall prevail with regard to the conflict.

**{Remainder of Page Intentionally Left Blank}**

**{Execution Page Follows}**

IN WITNESS WHEREOF, and intending to be legally bound, County and Virgin Pulse hereto have executed this Addendum to be effective on the date of full execution by all Parties.

**FORT BEND COUNTY, TEXAS**

**VIRGIN PULSE, INC.**

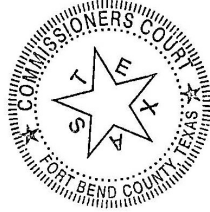
KP George  
KP George, County Judge

DocuSigned by:  
Ian O'Neill  
Authorized Agent – Signature

May 28, 2024  
Date

Ian O'Neill  
Authorized Agent- Printed Name

**ATTEST:**



Laura Richard  
Laura Richard, County Clerk

Global Head of Legal  
Title

4/19/2024  
Date

DocuSigned by:  
Daniel Ackerman  
Approved by:

**AUDITOR'S CERTIFICATE**

I hereby certify that funds in the amount of \$ 86,179.00 are available to pay the obligation of Fort Bend County, Texas within the foregoing Agreement.

Robert Ed Sturdivant  
Robert Ed Sturdivant, County Auditor

Exhibit A-1: Virgin Pulse Order Form and Appendix A: Solutions Descriptions

i:\agreements\2024 agreements\risk management\virgin pulse, inc. (23-risk-100495-a1)\1st amendment to addendum to virgin pulse agmt (kcj - 10.27.2023) v2 11.08.2023 v3 3.12.2024 v4 4.17.2024

**EXHIBIT A-1****Selected Services & Fees**

Services	Initial Order Start Date	Initial Order End Date	Initial Order Term (years)	Billing Unit	Price Per Unit	Minimum Units Committed	Estimated Units	Total Price Per Year
Platform: Ignite for Employees	9/10/2024	9/9/2025	1 year	Flat fee of \$69,400 for up to 2,500 Eligibles	\$27.76 PEPY for each Eligible above 2,500	3,000	3,000	\$83,280
Platform: Ignite for spouses/domestic partners	9/10/2024	9/9/2025	1 year	PEPY Fee Waived	\$0	\$0	NA	\$0
Implementation	-	-	-	One-time Fee waived	\$0	-	-	\$0
Max Buzz Activity Tracker	-	-	-	Per Unit	\$28.99	100	100	\$2,899
Custom Communications Service Credit	-	-	-	Annual Credit	(\$7,500)	-	-	\$0
Custom Communications Services	-	-	-	Hourly	\$150	-	-	\$0
Custom Reporting Service Credit	-	-	-	Annual Credit	(\$4,000)	-	-	\$0
Custom Reporting Services	-	-	-	Hourly	\$200	-	-	\$0
<b>Year One Fees:</b>								<b>\$86,179</b>

## APPENDIX A: SOLUTION DESCRIPTIONS

Product descriptions may be updated from time to time to reflect feature changes.

### PRODUCT CAPABILITIES

#### Platform Design & Configurations

#### **Branding, Theming & Content Organization**

Configure platform elements to reflect your culture and brand. Align content and wellbeing pillars to your organizational focus areas.

#### **Personalization Engine**

Targeted programming and content delivered in an automated fashion to members based on their interests, health risks, & demographics to ensure a personalized experience.

#### **Incentive Management Framework**

Configure incentive structures to your requirements. Reward options can be outcomes-based, task-based, and/or points-based designs. As members engage in healthy behaviors and participate in differing activities, they can earn rewards, i.e., cash, healthcare contributions, local incentives, or store credits. Incentives can be segmented by employee group, i.e., employee vs spouse, US vs. International. Incentive management can be facilitated through the VP platform and/or VP can provide reporting to you to administer the incentive.

#### **Integration Framework**

Integrate specific benefits and programming to your population. Configure available programs determined by client. Integrate and promote benefits, tools, events, and information to drive awareness, usage and impact both on-platform via web & mobile and off-platform. Integrate client-specific programming as well as Virgin Pulse partnerships with the potential for data transfer and rewarding.

#### **Language Options**

The platform and mobile app are available in the following languages: US English, UK English, Chinese (Simplified), Chinese (Traditional), French (European), French (Canadian), German, Italian, Japanese, Korean, Malay, Polish, Portuguese (Brazilian), Russian, Spanish (Latin American), Spanish (European), Swedish, Vietnamese, Dutch, Thai, and Hindi.

<p><b>Habit Building &amp; Behavior Change Tools</b></p>	<p><b>Healthy Habit Trackers</b> Members self-track health and wellbeing behaviors in key areas: activity, nutrition, learning, sleep, community, relationships, stress, productivity, financial wellbeing, safety, sustainability, diversity, inclusion, and effectiveness, with the intent of prompting members to make small but daily changes in their lifestyle.</p> <p><b>Daily Health &amp; Wellbeing Tips</b> Members receive personalized daily tip cards based on their selected interests. The cards take a micro-learning and small steps approach to cue healthy actions. The tip cards encompass key areas: activity, nutrition, learning, sleep, community, relationships, stress, productivity, financial wellbeing, safety, sustainability, diversity, inclusion, and effectiveness.</p> <p><b>Digital Coaching</b> Virgin Pulse Journeys® are daily, self-guided courses that breaks a key behavior or a larger goal into smaller achievable steps, helping people improve their health literacy and form new habits as they go. They cover a variety of lifestyle and health related topics including topics such as, nutrition, stress, and finance.</p> <p><b>Challenges</b> Corporate and Peer competitions that drive step increases and/or healthy habit development. Also includes promotions and configuration options. Supported challenge types include destination, staged, basic, charity, spotlight, cross-sponsor, family, and healthy habits.</p> <p><b>Social Connections</b> Members can connect with colleagues, leverage a leaderboard to show activity among friends and join groups based on interests. Additionally, members can invite up to 10 Friends &amp; Family to participate in a limited experience.</p> <p><b>Shoutouts</b> An employee and peer recognition tool to facilitate a culture of recognition and appreciation and drive engagement with company values.</p>
<p><b>Assessment &amp; Measurement</b></p>	<p><b>Health Assessment – Health Check</b> Flagship assessment that leverages NCQA-certified content to offer members a fresh look at their lifestyle choices and personal health.</p> <p><b>Surveys</b> Client-built custom surveys that can segmented and deployed through VP platform. Surveys include reporting to help clients act on the insights provided by their population.</p>
<p><b>Condition Management</b></p>	<p><b>My Care Checklist</b> My Care Checklist provides personalized reminders based on data and HEDIS measures to help members stay on top of condition-specific and preventive care actions throughout the year.</p>

## ADMINISTRATIVE RESOURCES

<p><b>Admin Portal</b></p>	<p><b>Admin Portal</b></p> <p>Program administrators can use web-based management tools to manage and segment components of their Virgin Pulse program including calendar events to promote events broadly or to specific locations. There is also the ability to configure wellbeing pillars and topics. Administrators can create daily cards and healthy habits for their employees. Lastly, this tool may be used to deploy unlimited Destination, Basic and Healthy Habit challenges. Choose from the Virgin Pulse Challenge Theme Library or create your own custom theme (client supplies custom content and images), and configure challenge settings (start/end dates, etc.)</p>
<p><b>Program Reporting &amp; Analytics</b></p>	<p><b>On-Demand Reporting</b></p> <p>Program administrators will have 24/7 access to on-demand, self-serve analytics dashboard to configure and access a range of reports, track member engagement, measure outcomes, and tailor content and programming in real-time. Refreshed daily, metrics may be filtered by organizational hierarchy, rewards segmentation, and many other attributes, providing all the information necessary to manage diverse populations. Reports can be explored as Excel, CSV, and PowerPoint files for easy viewing and additional analysis.</p> <p><b>On-Demand Reporting Dashboards Include:</b></p> <ul style="list-style-type: none"> <li>Participation: Easy to access and highly visual key metric overview gives you the pulse of your program and your workforce with real-time participation, engagement and location-specific reporting that help you put your data to work for your organization.</li> <li>At-a-Glance Executive View</li> <li>Enrollment</li> <li>Engagement</li>   <li>Risk: Virgin Pulse Analytics eliminates data silos by bringing all your biometric solutions together on one platform for a complete view into your population's risk profile.</li> <li>HRA</li> <li>Biometrics</li>   <li>Utilization: Deep engagement and participation metrics deliver valuable insight into the wellbeing areas of highest interest to your employees.</li> <li>Levels and Incentives</li> <li>Corporate Challenges</li> <li>External Programs</li> <li>Topics</li> </ul> <p><b>Self-Serve Data Extracts</b></p> <p>Monthly member-level reporting automatically uploaded to Program administrators account to support internal reporting needs.</p> <ul style="list-style-type: none"> <li>Eligibility Report</li> <li>Member Activation</li> <li>Billable Cash Earned Report</li> <li>Non-Billable Cash</li> <li>Device Subsidy Orders Month End (if applicable)</li> <li>Coaching Month End (if applicable)</li> </ul> <p><b>Standard Data Extracts</b></p> <p>Monthly member-level reporting available upon request. Delivered for current reported month and in standard file format only. Account Manager will work with Program Administrator to determine applicable reports and cadence.</p> <ul style="list-style-type: none"> <li>Challenge Activity</li> <li>Healthy Habit Tracking</li> <li>Levels &amp; Points</li> <li>Activity Complete</li> <li>Aggregated Rewards Trigger</li> <li>Device Subsidy and Shipping</li> <li>Reward and Incentive</li> <li>Drawing File</li> </ul>

<p>Billable Cash Tobacco</p>	<p>Non-standard data feeds that require customization may incur a professional services rate of \$200 per hour.</p> <p><b>Claims Reporting</b> Medical and pharmaceutical PDF report aggregating claims risk, conditions, gaps and gaps in closure for participants and non-participants within cohort and total population.</p> <p><b>Client Reviews</b> Strategic review of all programming delivered with insightful recommendations. The Virgin Pulse Client Success team follows a consultative and collaborative support methodology. The Client Review is a critical part of the process and a key time for an in-depth analysis of data sets and KPIs relevant to your organization. Your Client Success Manager (CSM) will present an exhaustive, detailed analysis across all your program data, evaluate and uncover program highlights, trends, insights and opportunities, review strategic recommendations, detailed plans and Virgin Pulse product roadmap.</p> <p><b>Custom Reporting Services Credit</b> The Custom Reporting Service Credit is annual and expires at the end of each program year. Clients may apply the credit towards the creation of any custom report type not available as standard. Any custom reporting outside of the credit will be billed at \$200/HR.</p>
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**COMMUNICATIONS**

<p>Communications</p>	<p><b>Standard Member Communications</b> Includes launch campaign options with emails, posters, digital displays, and leadership kit to support enrollment. Additionally, on-going auto-generated comms are delivered to individuals based on their interactions with the platform via email and/or mobile app.</p> <p><b>Custom Communications Services Credit</b> The Communications Service Credit is annual and expires at the end of each program year. Applicable examples of custom deliverables include:  <ul style="list-style-type: none"> <li>Modification of Catalog Email</li> <li>Multi-channel Custom Comms Campaign</li> <li>New Custom Email</li> <li>Site Pop-Ups</li> <li>In-app messages / Mobile Push Notifications</li> <li>Print-Ready Posters / Digital Displays</li> <li>Print-Ready Post Card</li> <li>Content for Custom Challenges, Healthy Habits, and Daily Cards</li> <li>Custom Video Work (travel expenses billed separately)</li> <li>Third Party Expenses, such as travel, printing and translation, will be billed separately</li> </ul> </p>
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**ACCOUNT MANAGEMENT SERVICES**

<p>Account Management Services</p>	<p>An account manager will be responsible for proactive program management and client outreach to optimize program performance. Services will include:  <ul style="list-style-type: none"> <li>Recurring program strategy calls with account manager</li> <li>Annual program review with focus on mutually agreed upon KPI's</li> <li>Comprehensive annual planning process</li> <li>Annual review of Virgin Pulse Product Roadmap</li> <li>Access to Client Service Portal, a self-service ticketing tool where clients can request feature configuration changes, custom content and support on member issues</li> <li>Ability to create one (1) custom Basic or Destination challenge per year for clients, as requested. Client supplies custom content and images.</li> <li>Ability to configure one (1) Basic or Destination challenges from the Challenge Theme Library per year for clients, as requested. For Destination challenges, client has option to supply custom destination content and images for up two (2) of the challenge locations.</li> <li>Client newsletter including new feature announcements and engagement promotion updates</li> <li>Invitation to the annual Virgin Pulse Thrive conference</li> </ul> </p>
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## MEMBER SERVICES SUPPORT

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<b>Online Support</b>	Members may access a knowledgebase of helpful program information and problem resolutions via the Support section of the program site or they may submit questions via the Support form.
<b>Member Services</b>	Provides member-level support after launch via phone (888-671-9395) and email ( <a href="mailto:support@virginpulse.com">support@virginpulse.com</a> ) from 8am-9pm EST, Monday-Friday; and chat 2am-9pm EST, Monday-Friday.

## IMPLEMENTATION SERVICES

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<b>Implementation Services</b>	<p>All clients have a designated Implementation Project Manager who is responsible for facilitating and coordinating execution of program launch. Services include:</p> <ul style="list-style-type: none"> <li>Designated Implementation Project Manager</li> <li>Scheduled implementation meetings with client and any 3rd party vendors</li> <li>Platform and incentive design consulting &amp; forecasting</li> <li>Facilitation of IT requirements review and validation</li> <li>Setup, mapping, and testing of initial eligibility file and ongoing eligibility file process</li> <li>Configuration and QA of Virgin Pulse platform and client's program design</li> <li>Setup of applicable reward redemption options and ecommerce store</li> <li>Coordination, setup, and testing of file integrations with client's 3rd party vendors</li> <li>Coordination of communications strategy; delivery of Launch Comms &amp; Champions pre-launch [if applicable]</li> <li>Configuration of initial corporate challenge</li> <li>Coordination of device fulfillment &amp; logistics if applicable</li> </ul>
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## OPTIONAL VIRGIN PULSE HARDWARE – ACTIVITY TRACKERS & HEALTH STATIONS

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<b>Virgin Pulse Hardware Tracking Devices</b>	<p><b>Max Buzz</b> An activity and sleep tracking device with vibrating alerts for alarms and phone calls/text messages.</p>
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