

**WELLNESS PROGRAM AGREEMENT  
BETWEEN THE IOWA STATE ASSOCIATION OF COUNTIES  
AND PARTICIPATING COUNTY**

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**BACKGROUND**

ISAC has demonstrated support for wellness programming for many years by providing financial resources to counties to be used on wellness programming. ISAC is dedicated to providing members every opportunity to become healthier, and to creating a culture of health and wellness in all counties. This is why ISAC is offering counties the opportunity to participate in a more robust wellness program, along with the assistance of a health management consultant and incentive program to help them achieve their goals. ISAC is determined to address rising health care costs through effective wellness programming to encourage healthy behavior changes in the employee population.

**WORKSITE WELLNESS PLAN**

The ISAC enhanced wellness program will include comprehensive consulting services as well as an incentive program to policy holders during the plan year of 2021.

**POPULATION TO BE SERVICED**

The ISAC Wellness Program is available to persons designated by participating counties. Comprehensive consulting may assist county wellness committees in planning and implementing additional programs that can be available to all employees.

**ISAC WILL PROVIDE THE FOLLOWING: (the “Services”)**

- An employee portal to track and monitor the progress of the program
  - Exercises
  - Recipes
  - Additional Online Programs
- A physician fax form provided to the employee that would automatically be uploaded to their portal upon completion
- Monthly completion reporting provided by ISAC
- ISAC consultation and support implementing the program (questions, Lunch & learns, Onsite Visits)
- Ability to take advantage of other program discounts offered to the members in the ISAC Group Health Pool
- A dedicated Health Management Consultant to assist in assessment, planning, implementation and evaluation of wellness initiatives.
- Lifestyle management tools to help members better manage their health, including nutrition planning, fitness planner, online behavior change programs, and more.
- An approved 8 Pillars of Wellness List. The county can request to use other topics and presenters for the “County Sponsored Event” but these requests are subject to approval from ISAC.

## **FEES**

Counties outside of ISAC's Health Plan would be responsible for paying the per member per month (PMPM) fee set by ISAC, which will be set at \$6.00 PMPM for 2021. Counties outside of ISAC's Health Plan are also responsible for providing their own incentives for the program.

## **PARTICIPATING COUNTIES MUST:**

- Form a wellness committee (volunteer or appointed), if one is not already established, that will meet at least four times per calendar year to plan and implement wellness programming. The Health Management Consultant will provide each county with the tools and materials needed to promote these programs.
- Include at least one Supervisor on the committee to support the wellness initiative by holding an active role in the wellness committee and encouraging employees time to participate in wellness programs. County leaders are also encouraged to be an example to employees by participating in programs themselves.
- Encourage employees to complete a physical and or preventative exam with a physician who can fill out a fax form. And complete their online assessment.

## **COLLABORATION**

ISAC is committed to creating a culture of health and wellness at all ISAC counties. ISAC will work with the counties to identify and address its employee health risks through the proposed engagement. We look forward to collaborating with you to promote wellness programs, and welcome any information that you can provide to help us better understand and meet your wellness needs.

## **TERMS AND CONDITIONS**

ISAC does not propose or intend to provide any services which could cause ISAC to be a fiduciary under ERISA or any service which would encompass the practice of law. ISAC's obligations under this Agreement will be suspended to the extent that ISAC is hindered or prevented from rendering any of the Services due to causes beyond ISAC's control.

**1. Compliance with All Laws, Rules, and Regulations.** Each party represents and warrants it shall comply fully with all applicable federal, state, and local laws, rules, and regulations in performing their respective duties and obligations under the Agreement. It shall be deemed a material breach of the Agreement if either party shall fail to comply with this representation and warranty.

2. Confidential Information. "Confidential Information" means any information Disclosing Party discloses to Receiving Party, either directly or indirectly in writing, orally, or by inspection of tangible objects, including without limitation, trade secrets, business plans, financial plans or arrangements, documents, data, products, prototypes, processes, policies, equipment lists, or samples. Each party may disclose the other party's Confidential Information to its employees, agents, advisors, collaborators and consultants (such as accountants, attorneys and auditors), and to its affiliates' employees, agents, advisors, and collaborators and consultants (such as accountants, attorneys and auditors), who have a need to know such information and are bound by obligations of confidentiality and non-use similar to those herein. Confidential Information may also include information disclosed to Receiving Party by third parties on behalf of the Disclosing Party.

3. Assignment. Neither the Agreement nor any rights or obligations hereunder may be assigned by either party without the written consent of the other party, which shall not be unreasonably withheld or delayed. The Agreement shall ensure to the benefit of and be binding upon the successors, and to the extent permitted under the Agreement, the assigns of parties hereto.

Iowa State Association of Counties and the participating county have caused this agreement to be executed January 1<sup>st</sup> – December 31<sup>st</sup>, 2021. The undersigned hereby consent to render services accordingly.

\_\_\_\_\_ County elects to participate in the 2021 ISAC Wellness Program, as detailed above.

\_\_\_\_\_  
William R. Peterson, Executive Director  
Iowa State Association of Counties

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chairperson, Board of Supervisors, County

\_\_\_\_\_  
Date

Please return this agreement to:  
ISAC Wellness, 5500 Westown Pkwy #190, West Des Moines, IA 50266  
FAX: 515-244-6397 or EMAIL: [wellness@iowacounties.org](mailto:wellness@iowacounties.org)