

**ORDINANCE NO. 230-24**

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN ADDENDUM TO THE CONTRACT WITH MEDICAL MUTUAL OF OHIO FOR HEALTH CARE INSURANCE FOR THE EMPLOYEES OF THE CITY OF MEDINA FOR THE CALENDAR YEARS 2024 AND 2025, AND DECLARING AN EMERGENCY.**

**BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEDINA, OHIO:**

- SEC. 1:** That the Mayor is hereby authorized and directed to enter into an addendum to the contract with Medical Mutual of Ohio to provide health care insurance for the employees of the City of Medina, Ohio for the years 2024 and 2025.
- SEC. 2:** That a copy of the addendum is marked Exhibit A, attached hereto and incorporated herein.
- SEC. 3:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.
- SEC. 4:** That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason the Wellness Program is to take effect January 1, 2025; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

**PASSED:** December 9, 2024

**SIGNED:** John M. Coyne, III  
President of Council

**ATTEST:** Kathy Patton  
Clerk of Council

**APPROVED:** December 10, 2024

**SIGNED:** Dennis Hanwell  
Mayor

THE UNDERSIGNED, CLERK OF THE COUNCIL OF THE CITY OF MEDINA, OHIO, HEREBY CERTIFIES THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF ORDINANCE-RESOLUTION NO. 230-24 PASSED BY SAID COUNCIL ON Dec. 9, 2024

*Kathy Patton*  
CLERK OF COUNCIL

Addendum IV

ORD 730-24  
Exh. A

EA Health Alliance ("EA") Wellness Program for:

The City of Medina

Group Number: 778236

This Addendum has been adopted pursuant to the section of the Group Contract entitled "Amendments." Except as specified herein, all other terms and conditions of the Group Contract remain unchanged. This Addendum is effective from 1/1/2025 through 12/31/2025, regardless of the date signed below.

RECITALS

- 1) The Group is a Member of the EA Health Alliance (the "Alliance") which entered into an Alliance Contract with Medical Mutual of Ohio ("Medical Mutual"), effective January 1, 2009, for the purpose of assisting Members with providing group health insurance for eligible employees and their dependents.
- 2) In order to promote wellness, the Alliance and Medical Mutual have partnered to offer to Alliance Member groups a wellness incentive program (herein after referred to as "the Program").
- 3) Participation in the Program is voluntary and may qualify the Group for certain "Rewards," as described in this Addendum and its Exhibits.
- 4) Rewards provided are applicable to the Medical and Prescription Drug lines of business only.

NOW THEREFORE, in consideration of the mutual promises and agreements set forth in this Agreement, the Parties agree as follows:

PROVISIONS

A. Definitions

Any items not defined herein will have the same meaning set forth in the Group Contract.

1. **Biometric Screening Measurements** - the measurement of: 1) Weight-to-height ratio; 2) blood pressure; 3) LDL cholesterol; 4) triglycerides; and 5) glucose.

2. **Premium Holiday** – a month or portion of a month during which all or a portion of the premium is forgiven.
3. **Well-Being Assessment** – an online health assessment.
4. **Incurred loss ratio** – the ratio of estimated incurred claims for the applicable experience period divided by premium at current rates. “Estimated incurred claims” encompasses all claims paid during that period. Medical Mutual reserves the right to apply any benefits and enrollment adjustments that may be necessary to adequately reflect any changes in plan design and/or enrollment that may have occurred during the specified experience period. The Incurred Loss Ratio will be calculated after claims over the Pooling Point are removed. For the purpose of this provision, “Pooling Point” means a group-specific value, based upon group size, over which claims for an individual are removed.

**B. Program Participation Requirements**

1. In order to qualify for the Program’s Rewards, the Group must, during each Contract Period and throughout the duration of the Program:
  - a. have 40-500 enrolled employees;
  - b. Satisfy the minimum requirements described below for itself and the Group’s enrolled employees:
    - i. **Wellness Incentive Fund** available to all Levels - 25% completion of preventive care requirements (annual physical exam/women’s well-check, prostate cancer screening, mammography, cervical cancer screening and colonoscopy)
    - ii. **Core Level** – 50% participation in Biometric Screening Measurements and Well-Being Assessment
    - iii. **Level 1 Reward** – 75% participation in Biometric Screening Measurements and Well-Being Assessment
    - iv. **Level 2 Reward**
      - (a) - 75% - participation in - Biometric Screening Measurements and Well-Being Assessment
      - (b) 30% achievement rate for three (3) of the five (5) Biometric Screening Measurements or show improvement
      - (c) Have an Incurred Loss Ratio lower than 90%
    - v. **Level 3 Reward**
      - (a) 75% participation in Biometric Screening Measurements and Well-Being Assessment

- (b) 50% achievement rate for three (3) of the five (5) Biometric Screening Measurements or show improvement
    - (c) Have an Incurred Loss Ratio lower than 90%
  - vi. **Pool Bonus Reward**
    - (a) Participation by the Group in the Program for a minimum of twelve (12) months.
    - (b) Qualifies for Level 1 or higher rewards (also known as being an "EA Eligible Group").
    - (c) The overall pool for all qualified EA Eligible Groups in the Alliance's Program has a loss ratio that is better than the baseline loss ratio set annually by Medical Mutual.
- 2. The Group must provide to the Alliance and Medical Mutual the data required to determine eligibility for the Program's wellness incentive in a format chosen by Medical Mutual.
- 3. Medical Mutual and the Alliance will decide, in their sole discretion, whether the Group has met the participation requirements.

### **C. Program Rewards**

1. Groups qualifying for the Wellness Incentive Fund will receive \$10 ~~per-employee-per-year~~ to be used in accordance with Medical Mutual Wellness Fund activities.
2. Groups qualifying for the Core Level will receive a Premium Holiday of 10% of one month's premium.
3. Groups qualifying for the Level 1 Reward will receive a Premium Holiday of 25% of one month's premium.
4. Groups qualifying for the Level 2 Reward will receive a Premium Holiday of 50% of one month's premium.
5. Groups qualifying for the Level 3 Reward will receive a Premium Holiday of 100% of one month's premium.
6. Groups qualifying for the Pool Bonus Level Reward will receive a bonus paid out by way of a wellness fund coordinated by Medical Mutual.
  - a. Medical Mutual and the qualifying EA Eligible Groups will share equally in the value of improvement.
  - b. The amount received as a part of the Pool Bonus Level Reward is determined by the improvement between the baseline loss ratio, determined annually, and the actual loss ratio of the pool comprised of EA Eligible Groups that have been in the program for the 24-month measurement period. Such amount will not exceed \$50 per employee per year.

- c. Annual baseline and actual loss ratio will be measured using groups enrolled in the EA program working toward a wellness level for the 24-month period ending April 30 of the current year. The annual baseline loss ratio for this pool of groups for the first 12 months of this period will be compared to the actual incurred loss ratio for the second 12 months of this period for this same pool of groups to determine if a pool bonus-level reward payment will be awarded. This typically occurs early in August of the calendar year to allow for three months of runout to be included in both the baseline and actual loss ratio calculations.
  - d. Pool loss ratio calculation will be based on medical and prescription drug lines of business only. (For example, dental or vision will not be included.)
7. The Premium Holiday Reward provided will be awarded to the Group after the end of the first quarter of the subsequent renewed Contract Period.

#### **D. Group Acknowledgements**

1. Thirty (30) days prior to the end of each Contract Period, the Group agrees to provide to the Alliance information satisfactory to the Alliance and Medical Mutual, demonstrating the Group's compliance with the Program's requirements. The Alliance will review the information and notify Medical Mutual whether or not the Group has met the Program's requirements.
2. In order to receive the Pool Bonus Level Reward and/or the Premium Holiday Reward, the Group must agree to renew with Medical Mutual for the entire upcoming Contract Period. Otherwise, the Group forfeits its Reward(s).
3. The Group shall abide by the Program's wellness incentive requirements, terms, and conditions as set forth by the Alliance and in accordance with state and federal law.

#### **E. Termination**

- Medical Mutual and the Alliance reserve the right to terminate the Program for the Group at the end of any Contract Period upon sixty (60) days' written notice to the Group. In addition, the Program will terminate as of the date the Alliance Agreement between the Alliance and Medical Mutual is terminated.

#### **F. Disclaimer**

If the Group Contract and/or this Addendum, or renewal Exhibit, is not signed by the Group within ninety (90) days of the Group's renewal date, the Program will be void.

IN WITNESS WHEREOF, the Group and Medical Mutual of Ohio have signed this Addendum:

City of Medina.  
(the Group)

**Medical Mutual of Ohio**  
(Medical Mutual)

Dennis Harwell  
Signature Dennis Harwell

\_\_\_\_\_  
Signature

Mayor  
Title

\_\_\_\_\_  
Title

December 10, 2024  
Date

\_\_\_\_\_  
Date

## BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") is effective upon signing this Agreement and is entered into by and between WorkSpring ("Covered Entity") and City of Medina ("Business Associate").

1. **Application: Term.** In providing services and/or supplies pursuant to an agreement or agreements between the parties, Business Associate will have access to Protected Health Information. By providing such services and/or supplies pursuant to any such agreement, Business Associate will become a "business associate" of Covered Entity as such term is defined under HIPAA. This Agreement shall apply to all of the services and/or supplies provided by Business Associate to Covered entity pursuant to any such agreement between the parties, written or oral, and shall be for the duration of the business relationship between the parties.

2. **Definitions.** For purposes of this Agreement, the parties give the following meaning to each of the terms in this Section 2 below. Any capitalized term used in this Agreement, but not otherwise defined, has the meaning given to that term in the Privacy Rule or pertinent law.

- A. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and its relevant regulations, as the same may be amended.
- B. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, enacted as part of the American Recovery and Reinvestment Act of 2009, Public Law 111-005, as the same may be amended.
- C. "Privacy Rule" means that portion of HIPAA set forth in 45 CFR Part 160 and Part 164, Subparts A and E.
- D. "Protected Health Information" or "PHI" has the meaning given to the term "protected health information" in 45 CFR §§164.501 and 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- E. "Security Rule" means the Security Standards for the Protection of Electronic Health Information provided in 45 CFR Part 160 & Part 164, Subparts A and C.

3. **Compliance: Use and Disclosure of PHI.** In providing services and/or supplies to Covered Entity, Business Associate shall comply with HIPAA, the Hitech Act, the Privacy Rule and the Security Rule.

A. Except as otherwise provided in this Agreement, Business Associate may use or disclose PHI as reasonably necessary to provide services and/or supplies to Covered Entity, and to undertake other activities of Business Associate permitted or required of Business Associate by this agreement or as required by law.

B. Except as otherwise limited by this Agreement or federal or state law, Covered Entity authorizes Business Associate to use the PHI in its possession for the proper management and administration of Business Associate's business and to carry out its legal responsibilities. Business Associate may disclose PHI for its proper management and administration, provided that (i) the disclosures are required by law; or (ii) Business Associate obtains, in writing, prior to making any disclosure to a third party (a) reasonable assurances from the third party that the PHI will be held confidential as provided under this Agreement and used or further disclosed only as required by law or for the purpose for which it was disclosed to this third party and (b) an agreement from the third party to notify Business Associate immediately of any breaches of the confidentiality of the PHI, to the extent it has knowledge of the breach.

4. **HIPAA Assurances**. In the event Business Associate creates, receives, maintains, or otherwise is exposed to PHI and otherwise meets the definition of Business Associate as defined in the Privacy Rule, Business Associate shall:

(a) Recognize that HIPAA and HITECH apply to a business associate of a covered entity in the same manner that such sections apply to the covered entity;

(b) Not use or further disclose the PHI, except as permitted by law;

(c) Not use or further disclose the PHI in a manner that would violate the requirements of HIPAA;

(d) Use appropriate safeguards (including implementing administrative, physical, and technical safeguards for electronic PHI) to protect the confidentiality, integrity, and availability of and to prevent the use or disclosure of the PHI other than as provided for by this Agreement;

(e) Comply with each applicable requirement of 45 C.F.R. Part 162 if the Business Associate conducts Standard Transactions, as defined therein, for or on behalf of the Covered Entity;

(f) Report promptly to Covered Entity any security incident or other use or disclosure of PHI not provided for by this Agreement of which Business Associate becomes aware;

(g) Ensure that any subcontractors or agents who receive or are exposed to PHI (whether in electronic or other format) are explained the Business Associate obligations under this paragraph and agree to the same restrictions and conditions;

(h) Make available PHI in accordance with the individual's rights as required under the HIPAA regulations;



(i) Account for PHI disclosures for up to the past six (6) years as required by Covered Entity, which shall include:

(1) Dates of disclosure; (2) names of the entities or persons who received the PHI; (3) a brief description of the PHI disclosed; and (4) a brief statement of the purpose and basis of such disclosure.

(j) Make its internal practices, books and records that relate to the use and disclosure of PHI available to the U.S. Secretary of Health and Human Services for purposes of determining Customer's compliance with HIPAA; and

(k) Incorporate any amendments or corrections to PHI when notified by Customer or enter into a Business Associate Agreement or other necessary Agreements to comply with HIPAA.

5. **Termination Upon Breach of Provisions.** Notwithstanding any other provision of this Agreement, Covered Entity may immediately terminate this Agreement if it determines that Business Associate breaches any term in this Agreement. Alternatively, Covered Entity may give written notice to Business Associate in the event of a breach and give Business Associate five (5) business days to cure such breach. Covered Entity shall also have the option to immediately stop all further disclosures of PHI to Business Associate if Covered Entity reasonably determines that Business Associate has breached its obligations under this Agreement. In the event that termination of this Agreement and the Agreement is not feasible, Business Associate hereby acknowledges that the Covered Entity shall be required to report the breach to the Secretary of the U.S. Department of Health and Human Services, notwithstanding any other provision of this Agreement or any other agreement to the contrary.

6. **Return or Destruction of Protected Health Information Upon Termination.** Upon the termination of this Agreement, unless otherwise directed by Covered Entity, Business Associate shall either return or destroy all PHI received from the Covered Entity or created or received by Business Associate on behalf of the Covered Entity which Business Associate maintains in any form. Business Associate shall not retain any copies of such PHI. Notwithstanding the foregoing, in the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible upon termination of this Agreement, Business Associate shall provide to Covered Entity notification of the condition that makes return or destruction infeasible. To the extent that it is infeasible for Business Associate to return or destroy such PHI, the terms and provisions of this Agreement shall survive such termination or expiration and such PHI shall be used or disclosed solely as permitted by law for so long as Business Associate maintains such Protected Health Information.

7. **No Third Party Beneficiaries.** The parties agree that the terms of this Agreement shall apply only to themselves and are not for the benefit of any third party beneficiaries.

8. **De-Identified Data.** Notwithstanding the provisions of this Agreement, Business Associate and its subcontractors may disclose non-personally identifiable information provided that the disclosed information does not include a key or other mechanism that would enable the information to be identified.

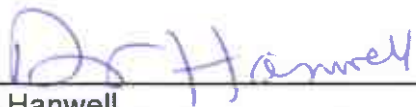
9. **Amendment.** Business Associate and Covered Entity agree to amend this Agreement to the extent necessary to allow either party to comply with the Privacy Standards, the Standards for Electronic Transactions, the Security Standards, or other relevant state or federal laws or regulations created or amended to protect the privacy of patient information. All such amendments shall be made in a writing signed by both parties.

10. **Interpretation.** Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the then most current version of HIPAA and the HIPAA privacy regulations.


11. **Definitions.** Capitalized terms used in this Agreement shall have the meanings assigned to them as outlined in HIPAA and its related regulations.

12. **Survival.** The obligations imposed by this Agreement shall survive any expiration or termination of this Agreement.

**Covered Entity:**

Signature:   
Name: Dennis Hanwell  
Title: Mayor  
Mailing Address: 132 N. Elmwood Ave., Medina, OH 44256  
E-mail address of signer: dhanwell@medinaoh.org  
Date: 12-10-2024

**Business Associate:**

Signature:   
Name: Megan Casiere  
Title: President/CEO  
Mailing Address: 1787 Indian Wood Circle – Suite A, Maumee, OH 43537  
E-mail address of signer: megan.casiere@workspring.org

Date:  
615502



## WorkSpring Health Services Membership

### Company Data:

Organization Name: City of Medina			
Primary Contact:			
Street Address: 132 N. Elmwood Ave., Medina, OH 44256			
Mailing Address: 132 N. Elmwood Avenue			
City: Medina	State: Ohio	ZIP: 44256	County: Medina
Phone (330) 722-9020		Fax:	
Email address:		Website:	
Principle business activity (What does your company produce or sell?): Municipality			
Primary Reason for joining the WorkSpring: replace current wellness program			
Number of Employees:			

### Type of Company:

- For profit  Government entity  
 Not for profit  Broker

### Annual membership fee: \$99

Please charge to my credit card (circle one):

MasterCard

Visa

American Express

Discover

Card Number:	Expiration Date:	3-Digit Security Code:
Authorized Signature: Title: <i>Dennis Hanwell</i>		Date: <i>12-10-2024</i>

*Intellectual Property. WorkSpring Employer Group acknowledges that The WorkSpring shall own all copyrights and other intellectual property (whether pre-existing or newly developed) in and related to HR or Wellness Program services. WorkSpring Employer Group shall not sell, transfer, use, reproduce, edit or amend the intellectual property other than what is mutually agreed upon by WorkSpring Employer Group and WorkSpring.*

*Mayor Dennis HANWELL*

# WorkSpring Wellness Program Agreement

## Terms and Conditions:

Client Group agrees and consents that Medical Mutual will provide employee eligibility information to WorkSpring and/or WorkSpring's chosen wellness vendor to administer the WorkSpring Wellness Program.

### Applicable at Any Level - Wellness Fund of \$10 Employee Per Year

- 25% Preventative Care Utilization  
*\*Preventive Care Includes Annual Physical, Prostate Cancer Screening, Mammography, Cervical Cancer Screening, & Colonoscopy.*

### Core Level - 10% of One-Month Premium Holiday

- 50% Participation in Biometric Screening
- 50% Participation in Health Assessment

### Level 1 - 25% of One-Month Premium Holiday

- 75% Participation in Health Check
- 75% Participation in Health Assessment

### Level 2 - 50% of One-Month Premium Holiday

- Meet Level One
- 30% Pass 3 of 5 NIH Biometric Screening Measures or Show Improvement
  - > NIH Biometric Measures
    - Blood Pressure <120 and <80
    - Waist to Height Ratio <0.5
    - HDL Cholesterol >60
    - Glucose <100
    - Triglycerides <150
- Incurred Loss Ratio < 90%

### Level 3 - One-Month Premium Holiday

- Meet Level 2
- 55% pass 3 of 5 NIH Biometric Screening Measures or Show Improvement
  - > NIH Biometric Measures
    - Blood Pressure <120 and <80
    - Waist to Height Ratio <0.5
    - HDL Cholesterol >60
    - Glucose <100
    - Triglycerides <150
- Incurred Loss Ratio < 90%

### Bonus Level

- Paid out by way of a Wellness Fund for each Client Group.
- WorkSpring Pool target loss ratio will be established annually.
- Pool loss ratio will be measured as incurred May 1-April 30 paid through July 31.
  - If pool loss ratio in year x+1 improves v. year x and remains less than target loss ratio, then the improvement in the pool will be shared equally between MMO and eligible WorkSpring groups.
  - Groups included in the loss ratio calculation include those that were in the EA program during the 24-month measurement period.
  - To be eligible for pool reward, groups must achieve one of the three group specific incentive levels outlined above in the most recent contract year ending December 31 of the year x+1 or earlier.
  - Groups must be active and in the pool during all 12 months of the measurement period to be eligible for bonus level reward.

### **Final Level Rewards payout must be certified by MMO.**

Only employees on the Client Group Medical Mutual insurance plan, and who are the main subscribers on the insurance plan, will be eligible to count toward Level Reward Participation.

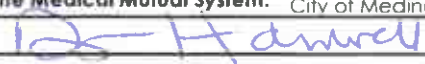
Client Group and its participating employees are hereby notified and hereby acknowledge that cash rewards, other monetary incentives, and nonmedical care benefits provided to employees for participating in a wellness program are taxable to the recipient.

### **\*Groups must renew with Medical Mutual to receive a level reward.**

**Screening Fees:** WorkSpring uses Quest and Healthworks as screening vendors. The WorkSpring Wellness Consultant will choose the screening vendors that best fit the needs of the Client Group. The Client Group is responsible for all applicable screening fees as communicated by the screening vendor.

**Additional health check fee(s) may apply.** Please see your wellness consultant for details. Biometric Screenings fees for non-covered employees are a direct cost to the Client Group. In addition, a \$75.00 platform fee will be charged per non-covered employee per year. The portal fee applies to anyone that is not an MMO covered employee. If you wish to add spouses on the portal **all spouses** will be added at the \$75.00 rate.

**Intellectual Property.** WorkSpring Client Group acknowledges that WorkSpring shall own all copyrights and other intellectual property (whether pre-existing or newly developed) in and related to HR or Wellness Program services. WorkSpring Client Group shall not sell, transfer, use, reproduce, edit, or amend the intellectual property other than what is mutually agreed upon by WorkSpring Client Group and WorkSpring.

<b>Client Group Name as listed in the Medical Mutual System:</b> City of Medina	
<b>Employer Group Signature:</b> 	<b>Date:</b> 12-10-2024
<b>Printed Name and Title:</b> Dennis Hanwell, Mayor	
<b>Effective Date of WorkSpring Program and Renewal Month with Medical Mutual:</b> January 1, 2025	
<b>Information to be completed by Medical Mutual</b>	
<b>Medical Mutual Signature:</b>	<b>Date:</b>
<b>WorkSpring Signature:</b>	<b>Date:</b>