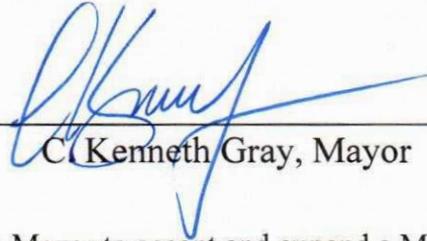




RECEIVED

CITY OF AMESBURY 16 FEB 29 AM 10:12  
IN THE YEAR TWO THOUSAND SIXTEEN  
AMESBURY CITY CLERK

SPONSORED BY:

  
C. Kenneth Gray, Mayor

**BILL No. 2016-024**

**An Order** to authorize the Mayor to accept and expend a Massachusetts Working on Wellness grant in the amount of \$10,000 from Health Resources in Action, Inc. for the purpose of promoting employee wellness in the City and in the Amesbury Public School District.

**Summary:** Mayor Gray is requesting authorization to accept and expend a Massachusetts Working on Wellness (WoW) grant in the amount of \$10,000 from Health Resources in Action, Inc. (HRA). HRA is awarding the grant on behalf of the Massachusetts Department of Public Health pursuant to Chapter 224 of the Acts of 2012. The grant requires a 50% local match, which will be provided entirely by the Massachusetts Interlocal Insurance Association (MIIA) through in-kind services.

**Be it Ordered by the City Council of the City of Amesbury assembled, and by the authority of the same as follows:**

That the City Council hereby authorizes the Mayor to accept and expend a Massachusetts Working on Wellness grant in the amount of \$10,000 from Health Resources in Action, Inc. for the purpose of promoting employee wellness in the City and in the Amesbury Public School District.



# Amesbury

Mayor C. Kenneth Gray

Office of the Mayor  
City Hall, 62 Friend Street  
Amesbury, MA 01913-2884

(978) 388-8121  
Fax: (978) 388-6727  
kenneye@amesburyma.gov

February 29, 2016

The Hon. Christian Scorzoni  
President  
Amesbury City Council  
62 Friend Street  
Amesbury, MA 01913

Dear Council President Scorzoni,

Mayor Gray is requesting authorization to accept and expend a Massachusetts Working on Wellness (WoW) grant in the amount of \$10,000 from Health Resources in Action, Inc. (HRA). HRA is awarding the grant on behalf of the Massachusetts Department of Public Health pursuant to Chapter 224 of the Acts of 2012. The grant requires a 50% local match, which will be provided entirely by the Massachusetts Interlocal Insurance Association (MIIA) through in-kind services.

This competitive grant award comes as a result of the dedication and diligence of the Amesbury Well Power Committee, consisting of the following city and school district employees:

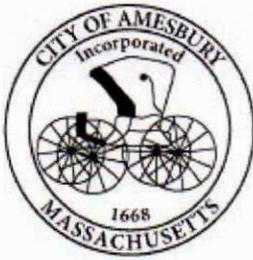
- Crystal Russell;
- Dawne Warren;
- Alyssa Premo;
- Officer Tom Hanshaw;
- Janet Nicolaisen;
- Cindy Yetman;
- Jayne Schmitz (MIIA representative).

We are grateful for these committee members' dedication to promoting wellness in the City and in the Amesbury Public Schools.

Please don't hesitate to contact me with any questions or concerns. Thank you for your consideration.

Sincerely,

Evan Kenney  
Chief of Staff



# Amesbury

Amesbury Well Power Committee  
City Hall, 62 Friend Street  
Amesbury, MA 01913

Tel: (978) 388-8108  
Fax: (978) 388-6727

Mayor Gray,

Working on Wellness is a new statewide initiative that helps participating Massachusetts employer groups successfully develop, implement, and sustain policies and practices that promote and protect employee wellbeing. It is a collaboration among the MA Department of Public Health, Health Resources in Action and Advancing Wellness; and is funded by the Prevention and Wellness Trust Fund as established by Chapter 224 of the Acts of 2012.

The City of Amesbury has applied and has been accepted to receive seed money for this initiative. Our Wellness Committee feels strongly that pursuing this grant and being awarded the funds will benefit the City in many significant ways. Our wellness vision has been for all employees and their families to live healthy, vibrant and productive lives. To this end our committee has focused on programming that affects the areas in our lives over which we have control – eating, sleeping, physical activity, building resilience and coping skills, developing and nurturing social networks, developing a sense of purpose; and interfacing with the health care system. And it works! We have been able to show significantly lower or non-existent rate increases since the program's inception in 2010. And year over year our satisfaction surveys show that employees feel more productive at work because of our wellness programs. This grant will allow us to take our program above and beyond its current scope. With the assistance of DPH experts and MIIA, we will bring a best-in-class program to employees of Amesbury at no cost to the City.

The key components of Working on Wellness services include training, technical assistance, support resources, community linkages, monitoring/evaluation, seed funding, and participation in a Best Practices Forum. Seed funding ranges from \$5,000 to \$10,000 per worksite to be disbursed in three payments upon receipt of deliverables described in the MOU Appendices. Working on Wellness will provide guidance on utilizing the seed funding to develop a dynamic worksite action plan.

As part of the agreement between the City of Amesbury and WoW, awardees that are government entities must match 50% of their seed funding, and all of that may be in-kind services. In-kind is defined as employee time, and specific products or services that are donated (no money involved). MIIA has agreed to provide 100% of in-kind services required to meet this criteria. Examples include on-site programs; on-line programs; MIIA wellness representative hours; Fitbits, mats, Exertubes and any other devices/equipment required for programming.

Initial seed funding of \$2,000 will be disbursed on July 25<sup>th</sup>. In order to receive initial funding the committee must submit a program infrastructure plan – due April 22<sup>nd</sup>. This includes identifying a:

- 1) Sponsor (usually the Mayor);
- 2) Champion(s) (Crystal Russell, Dawne Warren, and Cindy Yetman have volunteered to be co-champions);
- 3) Wellness committee (already in place for the past 6 years).

It also includes creating a vision/mission statement, creating annual organizational goals, and determining program focus based on the results of a Needs/Interest survey that the wellness committee will disseminate to employees.

Employee time commitment is estimated to be approximately 3-5 hours/week for the primary contact person/persons and will include a weekly 20-minute webinar, a bi-weekly phone call one-hour in length, technical assistance as needed, and development/implementation of the Action Plan.

Upon development and completion of the Action Plan (described in Appendix B of the MOU, the 2<sup>nd</sup> disbursement of the seed funding (up to \$7,000 based on the core elements of the Action Plan – Bronze, Silver, or Gold) will be awarded. This action plan is deliverable to WoW on August 5<sup>th</sup>. The Action Plan can only be completed after a thorough audit of the employee base and environmental scan. Program implementation will begin in September, 2016, with evaluation to follow.

The final seed funding disbursement (\$1,000) will be awarded in March, 2017, provided the wellness committee has submitted the Worksite Wellness Action Plan Results Report to Wow by December 30, 2016. The program will continue through June, 2017, a total of 15 months from the initial planning stages.

Sincerely,

Amesbury Well Power Committee

Crystal Russell  
Janet Nicolaisen  
Alyssa Premo  
Tom Hanshaw  
Cindy Yetman  
Dawne Warren  
Jayne Schmitz

Dear Mayor Gray,

Congratulations on being a seed money recipient of a Working on Wellness grant. As part of the agreement between the City of Amesbury and the Massachusetts Department of Public Health, awardees that are government entities must match 50% of that seed funding, which may consist 100% of in-kind services. In-kind is defined as employee time, and specific products or services that are donated (no money involved). Examples include on-site programs; on-line programs; MIIA wellness representative hours; Fitbits, mats, Exertubes and any other devices/equipment required for programming.

MIIA has agreed to provide 100% of the in-kind services required to meet this criteria. Our MIIA wellness representative is looking forward to working with your Amesbury Wellness Committee on this exciting initiative.

Sincerely,

Wendy Gammons, Program Coordinator, MIIA Well Aware



## Massachusetts Working on Wellness ("MAWOW") Memorandum of Understanding

This agreement dated effective [Effective Date] (this "Agreement") is between **Health Resources in Action, Inc.** ("HRiA"), a Massachusetts nonprofit corporation whose principal office is at 95 Berkeley Street, Suite 208, Boston, MA 02116 and **[Awardee Name]**, a [Type of Entity], whose principal office is at \_\_\_\_\_ ("Awardee").

### RECITALS:

A. Massachusetts Working on Wellness ("MAWOW") is a statewide initiative funded by the MA Prevention and Wellness Trust Fund as established by Chapter 224 of the Acts of 2012. The Massachusetts Department of Public Health ("MDPH") oversees the fund and has contracted with Health Resources in Action ("HRiA") to manage MAWOW. The MAWOW Project, (the "Project") aims to help MA employers successfully develop, implement, and sustain comprehensive, evidence-based worksite policies and programs that promote and protect the health of their employees. These policies and programs are designed to create a supportive work environment that enables employees to engage in healthy behaviors.

Worksites participating in the Project will be eligible to receive up to three disbursements of seed funding upon receipt of pre-determined deliverables, with total funding of up to \$10,000. Initial seed funding of \$2,000 will be disbursed upon satisfactory completion of the program infrastructure (estimated for late January, 2016), including:

- Identifying a Sponsor, Champion and Wellness committee
- Vision and mission statement for the worksite wellness program
- Annual organizational goals and objectives
- Long-term organizational goals and objectives
- Determine program focus based on results of Needs/Interest and Environmental Scan
- Commitment to annual wellness budget and resource

Supplemental seed funding of up to \$7,000 will be disbursed upon satisfactory completion of the Worksite Wellness Action Plan (WWAP) to catalyze the development, implementation, and sustainability of WWAP efforts. The amount of the second disbursement will be determined by HRiA based upon the policies, programs and systems proposed in the WWAP. See Appendix B for criteria of Tier 1,



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Tier 2 and Tier 3 WWAPs. Stipends for participation in post-program evaluation efforts of up to \$1,000 will also be made available.

- B. HRiA is an organization described in Section 501(c) (3) of the Internal Revenue Code (“I.R.C.”). HRiA has been selected by MDPH to serve as intermediate funders for the MAWOW project. As such, HRiA will receive funds from MDPH, and subsequently disburse those funds to MAWOW seed funding awardees. In addition, HRiA will provide fiscal oversight and administration of the seed funding awards and provide operational and programmatic services to the awardees on behalf of MDPH.
- C. Awardee has been selected by HRiA for seed funding, subject to the terms and conditions of this Agreement. Awardees are expected to participate in a self-paced e-learning course on the WoW learning platform, conduct surveys/assessments (employees, worksite and community), design the wellness program, submit a Worksite Wellness Action Plan to HRiA, implement the program in your workplace, participate in our online community, submit data for ongoing monitoring and share experiences and lessons learned. Information regarding the expectations of funding and deliverables and project timeline were reviewed during the mandatory, introductory webinar. Project tool and resources, a project calendar and other relevant materials can be found on the learning portal.



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## AGREEMENT

The parties hereby agree as follows:

- 1. Award.** Awardee will be awarded a MAWOW Seed Funding Award of up to \$10,000 (the "Award"), to be disbursed in three payments upon receipt of the deliverables described in the Appendices, incorporated into this Agreement. Upon confirmation by HRiA of program infrastructure (described in section A above), HRiA shall disburse \$2,000 of the Award to Awardee. Upon development and completion of the WWAP by Awardee, HRiA shall disburse a second Award based upon the pre-determined criteria outlined in the Appendices for the policies, programs and systems proposed in the WWAP. Stipends for participation in post-program evaluation efforts of up to \$1,000 will also be available. The Award funds may be used only for Awardee's participation in the Project, as described in paragraphs 2 and 3. Awardee shall promptly repay any part of the Award funds not so used, or otherwise used in violation of this Agreement, including failure to provide the match required by Section 2 of this Agreement.

Subject to the terms and conditions of this Agreement:

- Any additional costs and expenses needed to complete Awardee's participation in the Project will be the sole responsibility of Awardee.
- In any event, no disbursement will be made until Awardee has provided HRiA with a signed IRS Form W-9. HRiA will not reimburse for expenses incurred before the start nor after the end of the contract period.
- Awardee shall provide to HRiA any records relevant to the Project that HRiA requests.

AS AN INTERMEDIATE FUNDER FOR MDPH, HRIA'S OBLIGATION TO FUND AND DISBURSE THE AWARD IS A LIMITED OBLIGATION, PAYABLE SOLELY FROM FUNDING PROVIDED BY MDPH FOR THIS PURPOSE. IF MDPH FAILS TO FUND OR SUSPENDS ALL OR ANY PART OF THE AWARD, FOR ANY REASON, HRIA WILL HAVE NO OBLIGATION TO PAY THAT PART OF THE AWARD, WHETHER FROM ITS OWN FUNDS OR FROM ANY OTHER SOURCE. HRIA WILL, HOWEVER, PROVIDE AWARDEE WITH PROMPT NOTICE OF ANY SUCH ACTION TAKEN BY MDPH.

2. **Budget matching.** The Awardee's project budget shall adhere to the following requirements:
  - Awardees that are for-profit businesses must match 100% of the amount of their seed funding; up to 50% of that may be in-kind resources.
  - Awardees that are government entities or nonprofits must match 50% of their seed funding; 100% may be in-kind resources.
  - In-kind is defined as employee time, and specific products or services that are donated (no money is involved). For example, pedometers received from a health plan are considered in-kind. In-kind resources must be approved by HRiA in the WWAP budget approval process.
  - Unless otherwise specified, any and all other expenses incurred associated with Awardee's participation in the Project are the responsibility of the Awardee.
  
3. **Scope of Grant Activity.** Awardee will undertake all of the Project deliverables in accordance with the schedule, budget, structure and format outlined at the learning portal and the Appendices incorporated into this Agreement. Any changes to deliverables, whether initiated by Awardee or HRiA, will be effective only if documented by Awardee and approved by HRiA in writing. Any non-material change in the budget (defined as less than 10%, individually or in the aggregate, in a specific budget category or in the budget overall) will not require HRiA's prior approval, so long as the total budget remains the same.
  
4. **Operational and Programmatic Services.** In accordance with the Services Agreement between MDPH and HRiA, HRiA will provide certain services to Awardees, including training, technical assistance, online support resources, community linkages, monitoring and evaluation support, and a best practices forum via an online learning management system.
  
5. **Term of Agreement.** The term of this Agreement, including the Award, shall begin on [Award Beginning Date] and continue through [Award Ending Date] (the "Award Term"), unless terminated earlier in accordance with paragraph 6 below.
  
6. **Termination.** Either party may terminate this Agreement, including the Award, effective immediately for cause. For this purpose, "cause" includes:



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- any violation of the terms of this Agreement or the Project requirements which is not cured within 10 days after receipt of written notice of such violation (or such shorter period as may be required by MDPH);
- any written demand by MDPH to terminate the Award;
- termination of the Service Agreement between MDPH and HRiA;
- any act of the other party exposing the terminating party to liability for injury or property damage or, if HRiA is the terminating party, to liability under the Services Agreement; or
- any grossly negligent, fraudulent, criminal, malicious or willful act or omission, or the death, dissolution or insolvency of, the other party.

HRiA may also terminate this Agreement, including the Award, without cause with 60 days' prior written notice to Awardee. In the case of termination without cause by HRiA, Awardee will be paid for agreed-upon deliverables completed as of the termination date in accordance with this Agreement.

The following provisions will survive expiration or early termination of this Agreement: paragraph 1 (relating to repayment of Award funds and HRiA's limited obligation), this paragraph 6 (relating to termination), paragraph 7 (relating to Awardee's representations), paragraph 8 (relating to prohibited use of Award funds), paragraph 9 (relating to final reporting, oversight and administration of the Award), paragraph 10 (relating to record retention and inspection/audit of books and records), and paragraphs 11 - 18.

**7. Representations and Covenants.** Awardee represents and agrees as follows:

- Awardee has had an adequate opportunity to read and study this Agreement, to consider it, and to consult with attorneys if so desired.
- Awardee has full authority and all approvals needed to perform the Project activities covered by this Agreement.
- The performance of such activities does not and will not violate the terms of Awardee's governing documents (if applicable) or any contracts by which Awardee is bound.
- Awardee has obtained or will obtain all permits, certificates, licenses and registrations required by federal, state or local governments necessary to undertake and carry out the Project.



- Awardee will devote the time, attention, knowledge and skills required to complete the Project on a timely basis, and will undertake all activities in a good and professional manner.
- Awardee will perform all activities necessary for the Project in compliance with this Agreement and all applicable laws, regulations and other legal requirements, and will immediately inform HRiA, in writing, of any notices of violations and promptly correct the same.
- Awardee will not, in the performance of activities covered by this Agreement, infringe upon or violate the right of privacy or infringe upon the copyright, trademark, trade dress, patent, trade secret, right of publicity or other intellectual property right, or any right to privacy, of any person or entity.
- Awardee will not engage in any behavior that brings Awardee into public disrepute, contempt, scandal or ridicule, or reflects unfavorably upon the reputation or the high moral or ethical standards of HRiA or its partner Advancing Wellness, or MDPH.
- The Awardee hereby certifies as follows: the Awardee is not debarred from contracting with any public agency in the Commonwealth of Massachusetts.

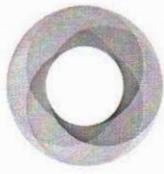
**8. Prohibited Use of Award Funds.** No Award funds may be used for the following purposes:

- Lobbying for or against any legislation, whether being proposed or considered by the legislature, any local governing authority or the public in a public referendum or ballot initiative.
- Participating or intervening in any political campaign on behalf of or in opposition to any candidate for public office.
- Supporting any activity which is not charitable, educational or scientific, as defined in § 501(c)(3) of the Internal Revenue Code.
- Supporting any activity which is contrary to applicable law or public policy.

**9. Reporting.** Awardee will submit the WWAP and a WWAP results report to HRiA in a timely manner. Awardee will also remain in communication with HRiA and partners throughout the Project period to provide feedback, success stories, lessons learned, and/or status updates. Awardee will also furnish such other reports and information, including financial statements, relating to the Award, the Project or Awardee, as HRiA or MDPH may reasonably request for purposes of overseeing and administering the Award.



- 10. Inspections and Oversight; Books and Records.** Both HRiA and MDPH may, each at their own expense, monitor and conduct an evaluation of the Project, which may include site visits by their representatives and discussions with Awardee and/or its personnel. Awardees will keep complete and accurate books and records of the funds received and expenses incurred under the Award for at least five years after the end of the Award Term, and will make such information available to both HRiA and MDPH at reasonable times. HRiA and MDPH may, at each of their own expense and on reasonable notice, audit Awardees' books and records as they relate to the Award.
- 11. Intellectual Property Ownership.** Awardee agrees that the work covered by this Agreement is being prepared for the use of and belongs to MDPH, under the terms of the Services Agreement. Any copyrightable work prepared by Awardee as a result of the activities covered by this Agreement is a "work made for hire," and MDPH owns all right, title and interest in and to the work, including the entire copyright in the work and any revisions to the work that Awardee submits. To the extent that any such work is not considered a "work made for hire" under the copyright laws, Awardee assigns to MDPH all right, title and interest in and to the work, including ownership of the entire copyright in the work and any revisions to the work that Awardee submits. Awardee will help prepare and sign any papers that MDPH considers necessary to perfect its proprietary rights in such intellectual property at no charge. Awardee will obtain written assurances from Awardee's employees and contractors that they agree with this assignment. To the extent that Awardee owns or holds a license to use and sublicense various materials in existence before the effective date of this Agreement, which Awardee incorporates into the work performed under this Agreement, Awardee retains all right, title and interest, including all copyrights, patent rights and trade secret rights, in such materials. However, Awardee grants HRiA and MDPH a royalty-free, nonexclusive and perpetual license to use, copy, distribute, display, perform or create derivative works from such materials incorporated into the work performed by Awardee under this Agreement.
- 12. Publicity.** Awardee will not use or authorize others to use HRiA's or MDPH's name, logo, endorsement, services or property (including intellectual property) without their respective prior written authorization.
- 13. Data Sharing and Use.** Awardee agrees to grant both HRiA and MDPH the right to access, possess and use any non-identifying information or data developed or



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produced by Awardee (or anyone working on Awardee's behalf) as part of the work covered by this Agreement, and any similar information or data provided to Awardee by another party for use in the work covered by this Agreement. Awardee will provide such information or data upon request, and Awardee is responsible for maintaining the confidentiality and security of such information or data, and removing any personally identifiable information (e.g., name, address, phone number, social security number) from any such information or data provided to HRiA or MDPH.

- 14. Independent Contractor Status.** Awardee is an independent contractor of HRiA, not HRiA's employee. Consistent with this status, the parties acknowledge and agree Awardee has the right to control and direct the method, location and timing of the performance of work under this Agreement; Awardee will furnish all materials, equipment and supplies needed to perform such work; Awardee is entitled to delegate or subcontract the performance of work to others, provided Awardee remains solely liable for satisfactorily providing the work; and Awardee may undertake similar work for any other person, except to the extent such work would interfere with the performance of work under this Agreement. Awardee will not hold out Awardee or any employees or contractors of Awardee as employees of HRiA. Awardee has no authority to contract for or bind HRiA in any manner.

AWARDEE EXPRESSLY AGREES THAT, AS AN INDEPENDENT CONTRACTOR, AWARDEE (ALONG WITH ANY OF EMPLOYEES AND CONTRACTOR) IS NOT ENTITLED TO ANY EMPLOYEE BENEFITS FROM HRiA, INCLUDING BUT NOT LIMITED TO ANY EMPLOYER WITHHOLDINGS OR LIABILITY FOR TAXES; FICA; MEDICARE OR MEDICAID; MEDICAL OR DISABILITY INSURANCE; VACATION OR LEAVE; PENSION OR RETIREMENT BENEFITS; WORKERS' COMPENSATION INSURANCE; OR UNEMPLOYMENT INSURANCE BENEFITS OR OTHER UNEMPLOYMENT COMPENSATION (COLLECTIVELY "EMPLOYEE BENEFITS"). AWARDEE IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAXES AND, IF APPLICABLE, ALL SELF-EMPLOYMENT TAXES ON ANY COMPENSATION PAID THROUGH THE ENGAGEMENT OF AWARDEE UNDER THIS AGREEMENT. UPON DEMAND, AWARDEE WILL PROVIDE HRiA WITH PROOF THAT SUCH PAYMENTS HAVE BEEN MADE.

- 15. Liability.** Awardee acknowledges and agrees, in undertaking the Project, Awardee is acting on Awardee's own behalf, and HRiA is not and shall not be liable for any acts or omissions of Awardee. Further, Awardee is solely responsible and liable to



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HRiA for the actions of Awardee's employees, volunteers, contractors, subcontractors and other individuals or entities performing work on Awardee's behalf.

- 16. Indemnification.** Awardee agrees to indemnify, defend and hold harmless HRiA and its directors, officers, employees, volunteers, agents, successors and assigns from and against any and all claims, liabilities, damages, losses and expenses (including reasonable attorneys' fees and costs of investigation and/or defense) directly, indirectly, wholly or partially arising from or in connection with any breach of this Agreement by Awardee; any negligent or willful misconduct of Awardee (or Awardee's employees, volunteers, contractors, subcontractors or other individuals or entities performing work on Awardee's behalf); any infringement of copyright, trademark, trade dress, patent, trade secret, right of publicity or other intellectual property right, or any right to privacy, by Awardee (or Awardee's employees, volunteers, contractors, subcontractors or other individuals or entities performing work on Awardee's behalf); or the conduct or operation of the Project otherwise.
- 17. Insurance.** Awardee will, at its own cost and expense, obtain and maintain worker's compensation insurance in conformity with applicable law for any employees who perform work on the Project, and such other policies of insurance relating to the Project, insuring against such risks, in such amounts, with such policy provisions (including waiver of subrogation) and with such companies, as may be reasonably satisfactory to HRiA and with a minimum level of \$1,000,000 per occurrence and \$3,000,000 aggregate for liability insurance. The policies will name HRiA and its agents as a loss payee or additional insured (as the case may be), and provide that any such policy will not be canceled without 30 days' prior written notice from the insurer to HRiA. Upon HRiA's request, Awardee will furnish HRiA with certificates of coverage and proof of premium payments.
- 18. Notice.** All notices and communications required under this Agreement must be in writing, and will be deemed given when delivered personally to the recipient, sent by fax or e-mail to the recipient (with answer-back confirmation), sent to the recipient by reputable overnight courier service (charges prepaid, with delivery confirmation), or sent by United States registered or certified mail (charges prepaid, with return receipt requested), addressed to the recipient at the following address, or such other address as the recipient may have furnished to the other party in writing.



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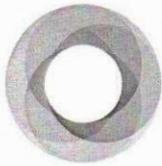
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- **Notice To HRiA:**  
Health Resources in Action, Inc.  
Attn: Kevin Myers  
95 Berkeley Street, Suite 208  
Boston, MA 02116  
kmyers@hria.org  
617-279-2240 (phone)  
617-451-0062 (fax)
  
- **Notice To Awardee:**  
[Awardee Name]  
Attn: [Contact Name], [Title]  
[Address/Suite Number]  
[City/State/Zip]  
[Email]  
[Phone Number] (phone)  
[Fax Number] (fax)

## 19. Miscellaneous.

- a. Each party to this Agreement is a separate and distinct legal entity. Nothing in this Agreement is to be construed as constituting a joint venture, partnership or agency between the parties.
- b. This Agreement is to be governed in all respects by the laws of Massachusetts (without giving effect to conflicts of law principles).
- c. Awardee may not assign any rights or obligations under this Agreement without HRiA's prior written approval. Subject to the foregoing, this Agreement will bind the parties and their respective successors, assigns and legal representatives.
- d. This Agreement is intended as the final and binding expression of the parties' agreement and as the complete and exclusive statement of its terms. This Agreement cancels, supersedes and revokes all prior negotiations, representations and agreements between the parties, whether oral or written, relating to the subject matter of this Agreement.
- e. Except as otherwise provided in this Agreement, no amendment, supplement or waiver of this Agreement will be effective unless made in writing and signed by an authorized representative of each of the parties.
- f. The failure of HRiA to insist upon adherence to any term of this Agreement, or any waiver by HRiA of a breach of this Agreement by Awardee, will not be



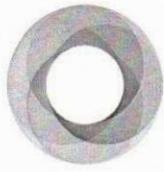
MASSACHUSETTS

# WORKING *on* WELLNESS

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- considered a waiver or deprive HRiA of the right thereafter to insist upon strict adherence to that term or any other term in this Agreement.
- g. If any provision of this Agreement is held to be invalid, void or unenforceable, the remaining provisions will not be affected by such determination, and the provision in question may be replaced by the lawful provision that most nearly embodies the original intention of the parties. In any event, this Agreement will otherwise remain valid and enforceable.
  - h. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will be taken together and deemed to be one instrument. Fax and PDF counterpart signatures are sufficient to make this Agreement effective. Each party will execute as many copies of this Agreement as there are parties, retain one and distribute the other executed copies to each of the other parties.

**[Signature Page to Follow]**



MASSACHUSETTS

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WELLNESS**

*Partnering for a healthy workforce*

IN WITNESS WHEREOF and acknowledging acceptance and agreement of the foregoing, HRiA and Awardee affix their signatures hereto.

**Health Resources in Action, Inc.**

**[AWARDEE NAME]**

\_\_\_\_\_  
**By: Raymond Considine, President**

\_\_\_\_\_  
**By: [Authorized Signatory], [Title]**

**Dated:**

**Dated:**

**Project Lead** (if applicable)

\_\_\_\_\_  
**Dated:**

## **Appendix A: Deliverables and Preliminary\* Due Dates**

October 19, 2015 – Cohort notification and welcome package

October 26, 2015 – Cohort 1 begins

October 30, 2015 – Complete and submit W-9 and Memorandum of Understanding

Early February, 2016 – Seed funding payment #1

Mid-March, 2016 – Seed funding payment #2

October, 2016 – Final seed funding payment contingent on participation in evaluation activities

\*For an up-to-date calendar and list of due dates, check the learning portal.

## Appendix B: Seed Funding Distribution Requirements

### Seed Funding Distribution #1

Core Elements of Worksite Wellness Action Plan to Create Impact:

- Program infrastructure in place: Sponsor/Champion/Wellness Committee
- Vision and mission statement for the worksite wellness program
- Annual organizational goals and objectives
  - a) one environmental/policy goal/objective
  - b) one awareness/education or behavior change goal/objective
  - c) one community partnership goal/objective.
- Long-term organizational goals and objectives (1-3 years)
  - a) Determine program focus based on results of Needs/Interest and Environmental Scan
- Commitment to annual wellness budget and resources

### Seed Funding Distribution #2

Tier 3 (Bronze)	Tier 2 (Silver) Includes all of Bronze plus this	Tier 1 (Gold) Includes all in Bronze and Silver plus this
<ul style="list-style-type: none"> <li><input type="checkbox"/> Worksite Wellness Action Plan Components               <ul style="list-style-type: none"> <li>• Communication strategy</li> <li>• Target population</li> <li>• Evaluation metrics (process and impact data)</li> <li>• Clearly defined roles and responsibilities for each activity/strategy</li> <li>• Targeted interventions based upon identified health risks and interests</li> <li>• Timeline for implementation and completion of each activity/strategy</li> </ul> </li> <li><input type="checkbox"/> Targeted interventions that address <u>awareness and education</u>.</li> <li><input type="checkbox"/> Barriers to achieving goals and objectives identified as well as strategies for overcoming/addressing barriers</li> </ul>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Targeted interventions that address <u>behavior change</u>.</li> <li><input type="checkbox"/> Targeted interventions that address identified health risks.</li> <li><input type="checkbox"/> Evaluation using output and impact data (e.g., participation rates, satisfaction surveys)</li> <li><input type="checkbox"/> Catalogue of <u>business/community resources and partnership opportunities</u>.               <ul style="list-style-type: none"> <li>• Community hospital education programs</li> <li>• Health plan offerings</li> <li>• EAP offerings</li> <li>• State and local public health organizations</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Policies and practices that create a work environment that supports and encourages healthy choices and lifestyles.</li> <li><input type="checkbox"/> Evaluation using output and impact data (e.g., participation rates, satisfaction surveys, # web site hits)</li> <li><input type="checkbox"/> Systems in place to track outcomes (e.g., changes in absenteeism)</li> </ul>

### Seed Funding Distribution #3

- Attend the Annual Best Practices Resource Sharing Forum
- Participate in follow-up evaluation activities, i.e., focus groups, survey, etc.
- Participate in case study
- Provide written description of Working on Wellness program experience
- Provide video/photos from workplace programs

### Program Intervention Examples

Note the examples listed below are representations of the types of programs that might be implemented and are not meant to be a complete list.

- Examples of Awareness and Education Programs:** (Health education and awareness interventions focus on topics related to employee needs and interests and provide information to employees to raise awareness of health topics)
  - Post signs or send emails about healthy choices related to nutrition, physical activity, tobacco, etc.
  - Provide a series of educational seminars, workshops, and classes or post availability of community seminars
  - Inform employees about health insurance/benefits coverage or community programs aimed at improving employee health (e.g., tobacco cessation medication or counseling, mental health counseling, etc.)
  - Provide brochures/videos/pamphlets/news articles or other written material that address the benefits of engaging in healthy choices
  - Communicate the value of preventive services such as immunizations (e.g., influenza, tetanus) and screenings (e.g., diabetes, mammography) that are covered by your health plan
- Examples of Behavior Change Programs:** (Behavior change programs focus on skill development and activities to enable employees to consider their health behaviors, address any barriers to change behaviors, and finally change behaviors to reduce health risk and vulnerability)
  - Provide free or subsidize one-on-one or group lifestyle coaching and/or counseling in the workplace or the community (e.g., for depression or high blood pressure)
  - Provide education opportunities to teach skills to make healthy choices
  - Refer tobacco users to quit programs
  - Provide or promote free or subsidized tobacco cessation counseling
  - Identify healthier food and beverage choices with signs or symbols
  - Subsidize or provide discounts on healthier foods and beverages offered in vending machines, cafeterias, snack bars, etc.
  - Offer or promote an on-site or nearby farmers' market where fresh fruits and vegetables are sold
  - Provide organized individual or group physical activity programs for employees
  - Provide life skills programs

- Provide a health risk reduction program like on-site health screenings or access to community health screenings

☐ **Examples of Supportive Work Environment Programs:** (Organizational policies, norms and physical factors that support a healthy work culture and foster healthy choices)

- Demonstrate organizational commitment and support of worksite health promotion at all levels of management
- Provide incentives for participating in wellness programs
- Organize social events that support healthy behaviors (e.g., family fun day with healthy foods, physical activities)
- Provide blood pressure monitoring devices with instructions for employees to conduct self-assessments
- Create and implement policies restricting or banning tobacco at the worksite
- Create and implement organization-wide healthy meeting guidelines
- Have a written policy or formal communication that makes healthier food and beverage choices available in vending machines, cafeterias, snack bars, etc.
- Provide food preparation and storage facilities for employees
- Provide dedicated space that is quiet where employees can engage in relaxation activities such as deep breathing exercises
- Provide and maintain on-site bicycle storage for employees
- Provide a private place (other than the bathroom) that may be used by an employee to express breast milk
- Provide access to changing rooms and showers for employees
- Provide opportunities for employee participation in organization decisions regarding workplace issues that affect job stress (e.g., involve workers in scheduling decisions for shift work and overtime to promote work-life balance and mental health)
- Ensure that workloads are moderate enough to avoid excessive fatigue and risk of injury
- Implement ongoing workplace policies permitting employees to participate in on-site wellness activities during work time
- Involve workforce in identifying and remediating physical ergonomic hazards