

Attachment A – Amendment Two to Contract with WebMD Health Services Group, Inc.



**Amendment Number Two to Contract with
WebMD Health Services Group, Inc.
For Health Management Program**

THIS AMENDMENT Number Two (2) (hereinafter “Amendment”), is made and entered into, upon execution of all necessary signatures, by and between the County of Orange, a political subdivision of the State of California (hereinafter “County”), and WebMD Health Services Group, Inc., with a place of business at 395 Hudson Street, New York, NY 10014, (hereinafter “Contractor”), which are sometimes individually referred to as “Party” or collectively referred to as “Parties”.

WHEREAS, County and Contractor entered into the Contract for Provision of Health Management Program, effective May 1, 2022 through April 30, 2025 (hereinafter “Contract”); and

WHEREAS, the Parties entered into Amendment Number One to extend the Term date of the Contract from April 30, 2025, to April 30, 2027; to amend the Contractor’s address in Section 39; and to update Attachment B, Compensation/Payment to remove services no longer offered.

NOW THEREFORE, in consideration of the mutual obligations set forth herein, both County and Contractor agree as follows:

1. The Contract is hereby extended from April 30, 2027, through April 30, 2030.
2. Attachment B, Compensation/Payment, to the Contract has been amended to reflect revised pricing, effective as of May 1, 2026 through April 30, 2030, as follows:

**Attachment B
Cost/Compensation for Contractor Services**

1. Compensation: This is a fixed price Contract between the County and Contractor for a Health Management Program as provided in Attachment A, Scope of Work.

County agrees to compensate the Contractor for the Term of the Contract per the firm fixed prices set forth in the tables below. Contractor agrees to accept the same as full compensation for performing all services and furnishing all staffing and materials called for; and for risks connected with the services; and for performance by Contractor of all its duties and obligations hereunder.

Contractor’s payment terms are net 30 days from receipt of invoice.

CORE SERVICES

Services		Fee	Notes
WebMD ONE Portal	Per Employee Per Month (PEPM)	\$0.85	Online Health Assessment, incentive tracking, online health coaching.

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			Contractor will invoice the County based on the number of eligible employees reported on the Eligibility File each month.
Non-Smoking Attestations	Per Form	\$10.00 – Telephonic Attestations only	<ul style="list-style-type: none"> • Self-Reported Attestations are included in web portal PEPM • Telephonic Attestations are \$10.00 per call • Contractor will invoice the county, monthly in arrears, for the number of calls received.
Data Feeds to/from Benefits Center			<ul style="list-style-type: none"> • Contractor will provide two (2) additional data feeds (single sign-on, data import file, or batch data export file) during the Term of the Agreement at no additional cost. • Any additional feeds will be billed at a one-time fee of \$3,750 per file implemented. • Contractor typically automates the data feeds (daily, weekly, monthly, etc.) therefore there is no additional per file cost regardless of the frequency of the file and the number of times the data is imported into or exported out of the WebMD ONE Portal.
Onsite Wellness Program Manager (1 FTE)	Annual Salary & Benefits	\$147,500	<ul style="list-style-type: none"> • Contractor will invoice the County 1/12th of the Annual Salary each month.
Onsite Clinical Wellness Program Manager (1 FTE)	Annual Salary & Benefits	\$147,500	<ul style="list-style-type: none"> • Full-time Dedicated Well-being Staff ,Onsite Clinical Wellness Program Coordinator, or Certified Diabetes Educator.
Onsite Wellness Program Coordinator (1 FTE)	Annual Salary & Benefits	\$137,500	<ul style="list-style-type: none"> • Contractor will invoice the County 1/12th of the Annual Salary each month.

COMMUNICATION SERVICES

Services		Fee	Notes
Development of Communication Materials	Per Employee Per Year (PEPY)	\$6.00	<ul style="list-style-type: none"> • The PEPY rate will provide for the creation of the content and the development of the strategy for the Annual Communications Plan for County of Orange Health Management Program. This will consist of brand creation/identity, content strategy, creation and delivery of home mailers, emails, onsite promotional signage, support Onsite Wellness Program Manager in addition to Contractor monitoring and evaluating the yearly strategy to ensure year-round engagement. • This PEPY rate includes 650 hours of a communication strategist's time to develop the

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			<p>following communication materials, which shall include but not be limited to:</p> <ul style="list-style-type: none"> ○ Branding strategy, development & design ○ 1 print brochure ○ 6 print postcards ○ 6 emails ○ 15 electronic targeted messages <ul style="list-style-type: none"> ● Wellness Champion material are included ● The cost to provide the Home mailer includes printing costs. ● Postage fees are additional and will be invoiced at actual cost. ● Contractor will accommodate adjustments to the communication materials within the same budget. ● Contractor will invoice the County 1/12th of the PEPY multiplied by the actual eligibility count each month.
Wellness Newsletter - Printed	Per Newsletter	\$0.56	<ul style="list-style-type: none"> ● This is the estimated per newsletter price for Employee Newsletters and Retiree Newsletters. ● Final cost is dependent upon the number of newsletters printed. ● Printing is included. ● Postage fees are additional and will be invoiced at actual cost. ● Contractor will provide the County with a Contractor work order which will detail the estimated number of newsletters and approximate postage fee.
Wellness Newsletter – in PDF Format	Per Newsletter	\$4,000	<ul style="list-style-type: none"> ● Contractor will provide the printed version of the Quarterly Wellness Newsletter in a PDF file format. ● Contractor will invoice the County upon delivery of the PDF File.
Postage for Paper Communications	Per Communication	USPS rates	
Other	Per Hour	\$175	<ul style="list-style-type: none"> ● In the event the County requires additional custom communication hours in excess of 650 hours per year, the project will be scoped to determine the number of hours required and will be invoiced at the rate of \$175 per hour.

HEALTH COACHING SERVICES

Services	Fee	Notes
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Telephonic Health Coaching	Flat Fee Per Participant Per Year (PPPY)	\$185 – High \$175 – Moderate \$125 - Low	Contractor’s Lifestyle Health Coaching Program for High Risk, Moderate Risk, or Low Risk individuals is priced on a Per Engaged Participant Per Year pricing methodology. Contractor will invoice the County for the number of new Participants each month.
Text Health Coaching	Flat Fee PPPY	\$185– High \$175 – Moderate \$125 - Low	Contractor’s coaching services includes WebMD Coach Connect. This is an online secure messaging platform whereby an individual can connect with a WebMD Health Coach. An individual can become engaged through Coach Connect and if they do the price will be \$185 Per Engaged Participant Per Year. Once an individual becomes a Participant, they can switch modalities (telephonic or SMS secure messaging) as they like during the length of their engagement. The County is only invoiced once regardless of the modalities the individuals use to connect with a WebMD Health Coach. Contractor will invoice the County for the number of new Participants each month.
WebMD Coaching U Live – Group Coaching Sessions	Monthly	No cost	<ul style="list-style-type: none"> • The Monthly Fee includes up to 200 group coaching session attendees per year. • Any incremental attendees in excess of 200 per year will be billed at the rate of \$20.00 per attendee. • Contractor’s Group Coaching Sessions assumptions: <ul style="list-style-type: none"> ○ Contractor will offer at least 588 group coaching session attendee seats per month across over 40 Discussion or Participation sessions per month. • Contractor will invoice the County the Monthly Fee each month and any incremental attendees at the per attendee rate, if applicable.
WebMD Coaching U Live Webinars	Per Webinar	Included with onsite resource	Contractor’s standard library of webinars is available for delivery through the dedicated Onsite Wellness Program Manager.
Quit by WebMD (Tobacco Cessation Coaching) Program w/ NRT	Flat Fee PPPY	\$400	Contractor’s Quit by WebMD Program is a standalone 12-week intensive specialty program with up to 5 outbound sessions with Contractor’s Tobacco Treatment Specialty Coach and unlimited number of inbound sessions. NRT is included (patches, gum or lozenges) for 2 shipments which contain 4 weeks of supplies delivered to the Participants home.

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			Contractor will invoice the County for the number of new Participants each month.
Weight Management Coaching – Positively Me	Flat Fee PPPY	\$295	Contractor’s optional 12-month specialty weight management coaching program, Positively Me, is invoiced on a Per Engaged Participant Per Year basis. Contractor will invoice the County for the number of new Participants each month.

BIOMETRIC SCREENING SERVICES

Invoicing for Biometric Screening Services

1. Contractor will invoice the County for the Services per the terms, conditions listed herein, after the Services have taken place. Please note that depending on the timing and/or type of Service, such as Lab Vouchers, the County may receive multiple invoices at various intervals during the contract year as the Biometric Screening vendor receives and processes the relevant data.
2. Contractor will invoice the County for Quest Activate Home Kits, monthly in arrears, for the number of kits that were requested and processed. There is a minimum of thirty (30) Quest Activate Home Kits requested per Program Year beginning January 1, 2022. At the end of each Program Year if the number of Quest Activate Home Kits ordered is less than thirty (30) Contractor will invoice for the difference between the minimum number required and the actual number of Quest Activate Home Kits requested. For purpose of clarity this minimum per Program Year is only applicable if the County requests Quest Activate Home Kits to be sent to End Users. Quest Activate Home Kits are not available to Participants living in the State of New York.

Services		Fee	Notes
Onsite Biometric Screening – Fasting	Per Screen	\$50	Includes onsite coordination
Onsite Biometric Screening – Non-Fasting	Per Screen	\$50	Includes onsite coordination
After-hours Onsite Biometric Screening Fees	Per Event	\$250	Weekend and Holiday scheduled onsite events. Please note: there will be no additional per hour per staff fees for onsite events held Monday through Friday regardless of the hours for the event.
Fee if event minimum is not met	Per Event		There is a minimum order of 30 screenings per onsite event. The County will be invoiced for the number of actual participants screened at each onsite event, or for 90% of the number of screenings ordered for the onsite event,

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			whichever is greater; provided, however, that in no instance shall the County be invoiced for less than 30 screenings.
Lab Voucher & Processing	Per Voucher	\$50	
Physician Form	Per Form	\$12	
Quest Activate Home Kit – option 1	Per Mailed	\$20	Option 1 Home Collection Kit does not include the blood pressure cuff
Quest Activate Home Kit – option 2	Per Mailed	\$40	Option 2 Home Collection Kit includes the blood pressure cuff which the participant will keep.
Quest Activate Home Kit – Returned/Processed	Per Test Kit	\$35	
Privacy Screens	Per Screen	\$25	Privacy Screens will incur a \$25.00 fee per screen up to a maximum of 10 screens for a total of \$250 per event.
Onsite Event Less than 4-hour minimum	Per hour / per staff	\$125	Any onsite event scheduled for less than 4 hours the County will be invoiced for the number of hours needed to make up the 4 hours.
Additional Staffing	Per hour / per staff	\$95	Any onsite event that requires a staff member to work extra hours will be invoiced \$95 per hour per staff member. If the County requests additional staff that is in excess of the standard staffing model the County will be invoiced \$95 per hour per staff member.
Registration Clerk	Per hour / per staff	\$70	The County will have 1 Registration Clerk for any onsite event with 50 or more screenings. For any event with fewer than 50 screenings a fee of \$70 per hour per clerk will be invoiced if the County requests a Registration Clerk.
Increase in the estimated number of participants	Expediting fee per staff / per box of supplies	\$150	If there is an increase in the estimated number of participants less than 10 business days from the event date the expediting fee will be \$150.00 per additional staff member and an expediting fee of \$150.00 per box of supplies shipped.
Short Lead Time	Per Event	\$425	If the County requests an event date with less than six-week lead time and WebMD and Quest can accommodate the date the County will be invoiced for \$425.00 per Event.
Minor Event Change	Per Event	\$200	If there is a requested change to an event 10 business days or less prior to the event date a fee of \$200 per event will be invoiced for a minor change such as: an address change less than 20 miles of the original event location; a start or end time change up to 2 hours of the original event time, or a change in services ordered that will not impact the number of staff.

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Major Event Change	Per Event	\$300	If there is a requested change to an event 10 business days or less prior to the event date a fee of \$300.00 per event will be invoiced for a major change such as: an address change more than 20 miles of the original event location; a start or end time change greater than 2 hours of the original event time, or a change in services ordered that will impact the number of staff.
Event Cancellation			If the County cancels/postpones an onsite event 10 business days or less prior to the scheduled onsite event for reasons not related to Quest's performance the fee will equal fifty percent (50%) of the estimated event fees. Estimated event fees will be based upon the number of screenings order multiplied by the per participant fee and any travel fees that have been already incurred.
Travel Fees			Non-standard travel for events located outside a 60 mile radius of a Metropolitan statistical area, mileage fees will be billed based on the current IRS mileage guidelines. For required hotel stays the per diem rate will be \$125.00 per night and \$40.00 meal expense.

OPTIONAL SERVICES

Services		Fee	Notes
Single Sign-On (SSO)	Per SSO	\$3,750	<ul style="list-style-type: none"> • Contractor will provide two (2) additional data feeds (eligibility file, single sign-on, data import file, or batch data export file) during the Term of the Agreement at no additional cost. • Any additional feeds after those noted here will be billed a one-time fee of \$3,750 per file implemented. • Contractor typically automates the data feeds (daily, weekly, monthly, etc.) therefore there is no additional per file cost regardless of the frequency of the file and the number of times the data is imported into or exported out of the WebMD ONE Portal. • Contractor will invoice the County upon implementation of any Single Sign-On in excess of the number Contractor included in the PEPM Fee.
Data Feeds from third-party vendors	Per Feed	\$3,750	<ul style="list-style-type: none"> • Contractor will provide two (2) additional data feeds (eligibility file, single sign-on, data import file, or batch data export file)

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			<p>during the Term of the Agreement at no additional cost.</p> <ul style="list-style-type: none"> • Any additional feeds after those noted here will be billed a one-time fee of \$3,750 per file implemented. • Contractor typically automates the data feeds (daily, weekly, monthly, etc.) therefore there is no additional per file cost regardless of the frequency of the file and the number of times the data is imported into or exported out of the WebMD ONE Portal. • Contractor will invoice the County upon implementation of any data files in excess of the number Contractor included in the PEPM Fee.
Other – Custom Data Files	Hours	\$175	Any custom built data feeds will be mutually scoped to determine the number of hours required for each project.
WebMD Rewards Fulfillment by Online Rewards	Per Card Redeemed	\$3.50	<p>Contractor partners with Online Reward to provide our customers with a catalog of Reward Fulfillment options such as prepaid debit cards, gift cards, charity and merchandise. Customer and Contractor will enter into scoping discussions to determine what options would be included in Customer's catalog.</p> <p>When the County elects to implement these Services, Contractor will provide the County with a work order which shall detail all the Services the County will implement in its catalog, how the funding of the face value of the cards / merchandise will be invoiced, as well as the per card fees.</p>
Optional Service – Beyond Well Mental Health Podcasts – Enhanced Package	Annual	\$20,000	<p>Contractor partners with Beyond Well to provide an enhanced package of Mental Health Podcasts to promote programs/resources and to support managers. This enhanced package includes, but shall not be limited to, customizations to the existing library of podcasts, one custom podcast per year, and manager mental health training podcasts.</p> <p>Contractor will invoice the County upon implementation of this Service.</p>
Enrich Financial Wellness Platform	PEPM	\$0.1750	Contractor partners with iGrad to provide an integrated financial well-being solution known as Enrich. The solution is made up of education-based modules that take a skill

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			<p>building approach to influence behavior change.</p> <p>Contractor requires a 12-month commitment for Enrich Financial Wellness platform commencing on the Launch Date.</p> <p>Contractor will invoice the County based on the number of eligible participants reported on the Eligibility File each month.</p>
meQuilibrium Stress and Resilience Platform	PEPM	\$0.5250	<p>Contractor partners with meQuilibrium to provide a solution which offers evidence-based digital coaching that measures and helps individuals increase their resilience and emotional well-being.</p> <p>Contractor requires a 12-month commitment for meQuilibrium Stress and Resilience platform commencing on the Launch Date.</p> <p>Contractor will invoice the County based on the number of eligible participants reported on the Eligibility File each month.</p>
HES Campaigns / Challenges	Flat Fee per HES Campaign	\$32,500	<ul style="list-style-type: none"> • The \$32,500 flat fee per campaign will apply to any available HES Campaign. The pricing is applicable to the County’s entire population of eligible participants. • Contractor will invoice the County on the launch date of each HES Campaign.
Other – Per Diem Certified Diabetes Educator	Per Diem Salary, Benefits and Travel Expenses	\$3,000	<ul style="list-style-type: none"> • Contractor has available Certified Diabetes Educators on a Per Diem basis (8-hour day). The Per Diem fee includes the cost of travel to the County’s location. • Contractor shall invoice the County monthly, in arrears, based upon the number of days the Certified Diabetes Educator was onsite or remote.
Other – Custom Development / Ad-Hoc Reporting / Additional Analytics	Per Hour	\$175	<ul style="list-style-type: none"> • Each project will be mutually scoped to determine the number of hours required.
Mental Health Coaching	Flat Fee Per Participant Per Year (PPPY)	\$375	<ul style="list-style-type: none"> • Contractor’s Mental Health & Stress Coaching provides up to 12 months of one-on-one coaching services which utilizes health coaches with training, certifications and experience in mental and emotional health including but not limited to the following: Licensed Mental Health Counselor, National Certified Counselor,

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			<p>Board Certified Coach, Licensed Addiction Counselor, and Distance Credentialed Counselor.</p> <ul style="list-style-type: none"> • Contractor’s Mental Health & Stress Coaching Program is priced as follows: <ul style="list-style-type: none"> ▪ \$375 Per Engaged Participant Per Year. • County will be invoiced for the number of new Participants each month.
Condition Management Coaching: High Risk;	Flat Fee Per Participant Per Year (PPPY)	\$625	<ul style="list-style-type: none"> • Contractor’s Condition Management Program (the “CM Program”) covers the following conditions: Diabetes, Coronary Artery Disease, Heart Failure, Chronic Obstructive Pulmonary Disease and Asthma. The CM Program offers up to 12 months of support for engaged Participants. The CM Program utilizes health coaches with training in condition management including but not limited to the following: Registered Dietitians, Certified Diabetes Educators, Registered Nurses, and Exercise Specialists. Individuals are identified via HA Data, claims based predictive modeling and/or self-referral or referral from provider or health plan. • Contractor’s CM Program is priced as follows: <ul style="list-style-type: none"> ▪ \$625 Per Engaged Participant in the High Risk Program • County will be invoiced for the number of new Participants each month.
Condition Management Coaching: Moderate Risk	Flat Fee Per Participant Per Year (PPPY)	\$625	<ul style="list-style-type: none"> • Contractor’s Condition Management Program (the “CM Program”) covers the following conditions: Diabetes, Coronary Artery Disease, Heart Failure, Chronic Obstructive Pulmonary Disease and Asthma. The CM Program offers up to 12 months of support for engaged Participants. The CM Program utilizes health coaches with training in condition management including but not limited to the following: Registered Dietitians, Certified Diabetes Educators, Registered Nurses, and Exercise Specialists. Individuals are identified via HA Data, claims based predictive modeling and/or self-referral or referral from provider or health plan. • Contractor’s CM Program is priced as follows: <ul style="list-style-type: none"> ▪ \$625 Per Engaged Participant in the Moderate Risk Program

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			<ul style="list-style-type: none"> • County will be invoiced for the number of new Participants each month.
Condition Management Coaching: Low Risk Programs	Flat Fee Per Participant Per Year (PPPY)	\$325	<ul style="list-style-type: none"> • Contractor’s Condition Management Program (the “CM Program”) covers the following conditions: Diabetes, Coronary Artery Disease, Heart Failure, Chronic Obstructive Pulmonary Disease and Asthma. The CM Program offers up to 12 months of support for engaged Participants. The CM Program utilizes health coaches with training in condition management including but not limited to the following: Registered Dietitians, Certified Diabetes Educators, Registered Nurses, and Exercise Specialists. Individuals are identified via HA Data, claims based predictive modeling and/or self-referral or referral from provider or health plan. • Contractor’s CM Program is priced as follows: <ul style="list-style-type: none"> ▪ \$325 Per Engaged Participant in the Low Risk Program. • County will be invoiced for the number of new Participants each month.
Mental Health First Aid (“MHFA”) Training	Flat Fee Per Class – 15 Students Flat Fee Per Class – 30 Students	\$3,600 \$7,200	<ul style="list-style-type: none"> • The MHFA Training is only offered on a per Customer basis. • This training course will teach an Eligible Employee (aka “Student”) how to identify, understand and respond to signs of mental health challenges and substance use disorders. • This training gives the Student the skills and action plan they need to reach out and provide initial help and support to someone who: (i) may be experiencing a mental health or substance use challenge; (ii) is in need of suicide support; or (iii) is in a different crisis situation. • COO’s employees who have completed the full training course become certified in Mental Health First Aid by a WebMD Certified Mental Health First Aid Instructor. This certification will be achieved through the National Council for Mental Well-Being. • Pricing is on a Per Class basis: <ul style="list-style-type: none"> ▪ \$3,600 class size of 15 Students includes 1 instructor. ▪ \$7,200 class size of 30 Students includes 2 instructors.

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			<ul style="list-style-type: none"> • County will be invoiced for the Class Price on the first day that the portal can be accessed by the Students.
Torchlight	Per Eligible Employee Per Month	\$0.65	<ul style="list-style-type: none"> • Contractor’s third-party partner Torchlight provides an employee engagement program for Caregiving for Children and Seniors. • The Per Employee Per Month rate of \$0.65 is based on the following price assumptions: <ul style="list-style-type: none"> ▪ 15,000 Minimum Number of Eligible Employees Per Month. ▪ Spouses and Dependents included at no additional cost. ▪ Minimum 1 year commitment from the Launch Date of the program. • County will be invoiced for the Minimum Monthly Fee of \$9,750 per month. • County will be invoiced, in arrears, each calendar quarter for the number of Eligible Employees in excess of 15,000 that were reported on the monthly Eligibility File for the previous 3-month period.
Togetherall	Per Eligible Employee Per Month	\$0.35	<ul style="list-style-type: none"> • Contractor’s third-party partner Togetherall provides an evidence-informed, clinically moderated, online peer-to-peer community that empowers individuals to anonymously seek and provide support. • The Per Employee Per Month rate of \$0.35 is based on the following price assumptions: <ul style="list-style-type: none"> ▪ 15,001 Minimum Number of Eligible Employees per Month. ▪ Spouses and Dependents included at no additional cost. ▪ Minimum 1 year commitment from the Launch Date of the program. • County will be invoiced for the Minimum Monthly Fee of \$5,250.35 per month. • County will be invoiced, in arrears, each calendar quarter for the number of Eligible Employees in excess of 15,001 that were reported on the monthly Eligibility File for the previous 3-month period.
Wellbeats	Per Eligible Employee Per Month Per Spouse or	\$0.72 \$0.40	<ul style="list-style-type: none"> • Contractor’s third-party partner Wellbeats provides the Essential Bundle which includes 1,000+ fitness, nutrition, & mindfulness classes. • The Per Employee Per Month rate of \$0.72 is based on the following price assumptions: <ul style="list-style-type: none"> ▪ 15,000 Minimum Number of Eligible Employees Per Month.

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	Dependent Per Month		<ul style="list-style-type: none"> ▪ Minimum 1 year commitment from the Launch Date of the program. • County will be invoiced for the Minimum Monthly Fee of \$10,800 per month. • County will be invoiced for the Per Spouse/Dependent Per Month rate of \$0.40 for the actual number of Spouses/Dependents reported on the Eligibility File each month. • County will be invoiced, in arrears, each calendar quarter for the number of Eligible Employees in excess of 15,000 that were reported on the monthly Eligibility File for the previous 3-month period.
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CREDITS/REBATES

Discount	Amount	Notes
Annual Credit	\$50,000	<p>The County will have available to them each program year (May to May during the Term) a credit in the amount of \$50,000 upon reaching year-to-date fees of \$750,000 during the program year (the “First Threshold”).</p> <p>This \$50,000 credit may be used towards services such as pilot programs, new products, data files, etc.</p> <p>The County will have 12 months from the date of the First Threshold in which to use the credit.</p> <p>All unused credits remaining upon the expiration of a program year, or the expiration or termination of the Agreement will expire as applicable.</p> <p>For purpose of clarity, as indicated above, the \$50,000 credit may be used toward a pilot program, new products, data files, etc. once the County has reached the First Threshold. For example, if the County wants to add the Enrich Financial App the County will receive invoices until the First Threshold is reached, thereafter, any credit dollars available may be applied toward monthly fees for Enrich.</p>
Annual Credit	\$75,000	<p>The County will have available to them each program year (May to May during the Term) a credit in the amount of</p>

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		<p>\$75,000 upon reaching year-to-date fees of \$1,000,000 during the program year (the “Second Threshold”).</p> <p>This \$75,000 credit may be used towards services such as pilot programs, new products, data files, etc.</p> <p>In the event the County reaches the Second Threshold in the same program year as the First Threshold Contractor will provide an incremental credit of \$25,000 for a total of \$75,000 in credit for that particular program year in which the County reached the First and Second Threshold.</p> <p>The County will have 12 months from the date of the Second Threshold in which to use such incremental credit.</p> <p>Any incremental credit from reaching a Second Threshold within the same program year will expire at the end of such 12 months.</p> <p>All unused credits remaining upon the expiration of a program year, or the expiration or termination of the Agreement will expire as applicable.</p> <p>For purpose of clarity, the County will be able to use the \$75,000 credit as explained above in the same manner once they have reached the Second Threshold.</p>
One-Time Rebate	\$75,000	<p>Contractor will provide a One-time Rebate that can be applied at any time during this renewal term of the contract (5/1/2026 through 4/30/2030). If the County elects to terminate the Agreement with Contractor prior to 5/1/2028, the \$75,000 rebate, if previously applied, and the savings from the Contract Year of 5/1/2026 to 4/30/2027, which are \$150,197.52, will be owed back by the County to the Contractor.</p>

2. Firm Pricing Structure: Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for similar services. Contractor agrees that no price increases shall be passed along to the County during the term of this Contract not otherwise specified and provided for within this Contract.

3. Contractor’s Expense: The Contractor will be responsible for all costs related to photo copying, telephone communications, fax communications, and parking while on County sites during the performance of work and services under this Contract. The County will not provide free parking for any service in the County Civic Center.

4. Payment Terms: Invoices are to be submitted in arrears to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Vendor shall reference contract number on

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invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the contractor. Billing shall cover services and/or goods not previously invoiced. The contractor shall reimburse the County of Orange for any monies paid to the contractor for goods or services not provided or when goods or services do not meet the contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this contract and shall not be construed as acceptance of any part of the goods or services.

5. Payment – Invoicing Instructions: The Contractor will provide an invoice on the Contractor’s letterhead for services rendered. Each invoice will have a number and will include the following information:

1. Contractor’s name and address
2. Contractor’s remittance address, if different from 1 above
3. Name of County agency/department
4. Delivery/service address
5. Contractor/Subordinate contract or number
6. Date of order
7. Type of fees/service
8. Sales tax, if applicable
9. Dates of fees/service
10. Name and number of hours worked for each staff member (Consulting Services Only)
11. Brief description of fees/service
12. Contractor’s Federal I.D. Number

The Contractor shall be fully responsible for providing an acceptable invoice to the County. Incomplete or incorrect invoices are not acceptable and will be returned to the Contractor for correction.

To the extent required by applicable law, the Contractor will provide subsidiary reports to support County’s ability to submit Federal or State claims (i.e. Covid related activities).

The County’s Program Manager, or designee, is responsible for approval of invoices and subsequent submittal of invoices to the Auditor-Controller for processing of payment. The responsibility for providing an acceptable invoice to the County for payment rests with the Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to the Contractor for correction.

Invoices and support documentation are to be forwarded to:

Lauren Pierson, Sr. Program Manager
Human Resource Services/Employee Benefits
County Administration North
400 W. Civic Center Drive, Ste. 111
Santa Ana, CA 92701

Attachment A – Amendment Two to Contract with WebMD Health Services Group, Inc.

The County's Program Manager at HR/Employee Benefits is responsible for approval of invoices and subsequent submittal of invoices to the County Auditor-Controller for payment processing.

For the avoidance of doubt, Attachment E Performance Standards to Amendment Number One to the Contract are in full force and effect and included by reference in this Amendment Number Two to the Contract.

Signature page to follow:

Attachment A – Amendment Two to Contract with WebMD Health Services Group, Inc.

The Parties hereto have executed this Amendment on the dates shown opposite their respective signatures below.

WebMD Health Services Group, Inc.

By: John Harrison President & General Manager

 Print Name Title
 Signed by: _____
 John Harrison 4/6/2026

 Signature Date

By: James McCann Vice President

 Print Name Title
 Signed by: _____
 James McCann 4/6/2026

 Signature Date

*** If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth.**

The first corporate officer signature must be one of the following: 1) the Chairman of the Board; 2) the President; 3) any Vice President.

The second corporate officer signature must be one of the following: a) Secretary; b) Assistant Secretary; c) Chief Financial Officer; d) Assistant Treasurer.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

County of Orange, a political subdivision of the State of California

 Print Name Title

 Signature Date

APPROVED AS TO FORM:

Signed by:

 Mehil G. Daftary

 Deputy, Office of County Counsel
 Orange County, California