

**Solicitation Number: RFP #012722****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Teladoc Health, Inc., 2 Manhattanville Road, Suite 203, Purchase, NY 10577 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Digital Health Products and Solutions from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

**1. TERM OF CONTRACT**

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires March 29, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

**2. EQUIPMENT, PRODUCTS, OR SERVICES**

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

### **3. PRICING**

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

Termination by a Participating Entity during the term of any service agreement executed by Supplier and the Participating Entity will be governed by the terms of the service agreement.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

## 7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

## 8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and

Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for three percent (3%) multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

## **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

## **10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE**

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

#### **11. INDEMNITY AND HOLD HARMLESS**

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any third-party claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

#### **12. GOVERNMENT DATA PRACTICES**

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract. Sourcewell and Supplier acknowledge that compliance with the Minnesota Government Data Practices Act extends only to that data to which the Act applies.

#### **13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT**

##### **A. INTELLECTUAL PROPERTY**

1. *Grant of License.* During the term of this Contract:



- a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
  - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the sole purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*
- a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
  - b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. Intentionally omitted.
5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Each party must return all marketing and promotional materials, including signage, provided by the other party, or dispose of it according to such party's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

#### **14. GOVERNING LAW, JURISDICTION, AND VENUE**

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

#### **15. FORCE MAJEURE**

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

#### **16. SEVERABILITY**

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

#### **17. PERFORMANCE, DEFAULT, AND REMEDIES**

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or

2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

## 18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

- \$500,000 each accident for bodily injury by accident
- \$500,000 policy limit for bodily injury by disease
- \$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

- \$1,000,000 each occurrence Bodily Injury and Property Damage
- \$1,000,000 Personal and Advertising Injury
- \$2,000,000 aggregate for Products-Completed operations
- \$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles

in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcwell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcwell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcwell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcwell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

## **19. COMPLIANCE**

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs

operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time.

## **21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS**

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work

Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The



right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

**22. CANCELLATION**

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Teladoc Health, Inc.

DocuSigned by:  
*Jeremy Schwartz*  
C0FD2A139D06489...

DocuSigned by:  
*Kelly Bliss*  
065A2D619AB24D2...

By: \_\_\_\_\_

By: \_\_\_\_\_

Jeremy Schwartz

Kelly Bliss

Title: Chief Procurement Officer

Title: President US Group Health

5/20/2022 | 1:16 PM CDT

5/20/2022 | 1:43 PM CDT

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved:

DocuSigned by:  
*Chad Coauette*  
7E42B8F817A64CC...

By: \_\_\_\_\_

Chad Coauette

Title: Executive Director/CEO

5/20/2022 | 1:44 PM CDT

Date: \_\_\_\_\_

# RFP 012722 - Digital Health Products and Solutions

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## Vendor Details

Company Name: Teladoc Health  
Does your company conduct business under any other name? If yes, please state: AZ  
Address: 2 Manhattanville Road  
Suite 203  
Purchase, NY 10577  
Contact: Lauren Ozanich  
Email: lozanich@teladochealth.com  
Phone: 530-230-8281  
HST#:

## Submission Details

Created On: Tuesday January 18, 2022 15:08:19  
Submitted On: Thursday January 27, 2022 11:53:45  
Submitted By: Lauren Ozanich  
Email: lozanich@teladochealth.com  
Transaction #: 084cb304-da54-4ab6-9afd-940ec221a9d3  
Submitter's IP Address: 67.166.7.191

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**Specifications****Table 1: Proposer Identity & Authorized Representatives**

**General Instructions** (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Teladoc Health, Inc.

2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	<p>Teladoc Health, Inc. is the parent company and sole owner and therefore does not have affiliates or third parties that control or can control the other. Below is a list of subsidiaries wholly owned by Teladoc Health.</p> <p>Name   Domestic Jurisdiction   Parent   Ownership by Parent</p> <ul style="list-style-type: none"> <li>-AcuteCare Telemedicine, LLC   Georgia   InTouch Technologies, Inc.   100%</li> <li>-Advance Holdco Limited   England and Wales   Best Doctors International Insurance S.a.r.l.   100%</li> <li>-Advance Medical Health Care Management Services   Chile S.A. Chile   TELADOC HEALTH INTERNATIONAL, SOCIEDAD ANÓNIMA UNIPERSONAL   99.99%</li> <li>-Advance Medical, Inc.   Massachusetts   TELADOC HEALTH, INC.   100%</li> <li>-AM Healthcare Management Consulting Sdn. Bhd.   Malaysia   TELADOC HEALTH INTERNATIONAL, SOCIEDAD ANÓNIMA UNIPERSONAL   100%</li> <li>-Best Doctors Holdings, Inc.   Delaware   Teladoc Health, Inc.   100%</li> <li>-Best Doctors International Insurance S.a.r.l.   Luxembourg   Best Doctors, Inc.   100%</li> <li>-Best Doctors, Inc.   Delaware   Best Doctors Holdings, Inc.   100%</li> <li>-C3O Corporation   California   InTouch Technologies, Inc.   100%</li> <li>-Centro Médico Virtual Teladoc Health S.P.A.   Chile   Advance Medical Health Care Management Services Chile S.A.   100%</li> <li>-Compile, Inc.   Delaware   Teladoc Health, Inc.   100%</li> <li>-Consultant Connect Limited   England and Wales   Teladoc Health UK Ltd.   100%</li> <li>-Diabeto Inc.   Delaware   Livongo Health, Inc.   100%</li> <li>-Diabeto Medtech India Private Limited   India   Diabeto Inc.   99%</li> <li>-HY Holdings, Inc.   Delaware   Teladoc Health, Inc.   100%</li> <li>-Institute of Patient Safety and Quality in Virtual Care, LLC   Texas   Teladoc Health, Inc.   100%</li> <li>-InTouch Health Providers, LLC   Florida   InTouch Technologies, Inc.   100%</li> <li>-InTouch Technologies, Inc.   Delaware   Teladoc Health, Inc.   100%</li> <li>-ITH Development, LLC   Belarus   InTouch Technologies, Inc.   100%</li> <li>-ITH DTC, LLC   Delaware   InTouch Technologies, Inc.   100%</li> <li>-ITH Physician Services, Inc.   Delaware   InTouch Technologies, Inc.   100%</li> <li>-Livongo Health Canada, ULC   British Columbia, Canada   Livongo Health, Inc.   100%</li> <li>-Livongo Health Malaysia Sdn. Bhd.   Malaysia   Livongo Health, Inc.   100%</li> <li>-Livongo Health Singapore Pte. Ltd.   Singapore   Livongo Health, Inc.   100%</li> <li>-Livongo Health, Inc.   Delaware   Teladoc Health, Inc.   100%</li> <li>-Logiciels Ipnos Inc. (Ipnos Software Inc.)   Quebec   Teladoc Health, Inc.   100%</li> <li>-myStrength, Inc.   Delaware   Livongo Health, Inc.   100%</li> <li>-Retrofit Inc.   Delaware   Livongo Health, Inc.   100%</li> <li>-Rise Health, Inc.   Delaware   Best Doctors, Inc.   100%</li> <li>-Smartek S.R.L.   Argentina   InTouch Technologies, Inc. and InTouch Health Providers, LLC   95% ITT, 5% ITHP</li> <li>-Stat Health, LLC   Delaware   Teladoc Health, Inc.   100%</li> <li>-Teladoc Health Australasia Pty Limited   Australia   TELADOC HEALTH INTERNATIONAL, SOCIEDAD ANÓNIMA UNIPERSONAL   100%</li> <li>-Teladoc Health Brasil - Serviços de Consultoria em Saude Ltda   Brazil   TELADOC HEALTH INTERNATIONAL, SOCIEDAD ANÓNIMA UNIPERSONAL   99.99%</li> <li>-Teladoc Health Canada Inc.   Canada   Best Doctors, Inc.   100%</li> <li>-Teladoc Health Denmark ApS   Denmark   TELADOC HEALTH INTERNATIONAL, SOCIEDAD ANÓNIMA UNIPERSONAL   100%</li> <li>-Teladoc Health France SAS   France   TELADOC HEALTH INTERNATIONAL, SOCIEDAD ANÓNIMA UNIPERSONAL   100%</li> <li>-Teladoc Health Germany GmbH   Germany   TELADOC HEALTH INTERNATIONAL, SOCIEDAD ANÓNIMA UNIPERSONAL   100%</li> <li>-Teladoc Health International, Sociedad Anónima Unipersonal   Spain   Best Doctors International Insurance S.a.r.l.   100%</li> <li>-Teladoc Health Massachusetts Holdings, Inc.   Massachusetts   Teladoc Health, Inc.   100%</li> <li>-Teladoc Health Netherlands B.V.   Netherlands   TELADOC HEALTH INTERNATIONAL, SOCIEDAD ANÓNIMA UNIPERSONAL   100%</li> <li>-Teladoc Health Portugal, S.A.   Portugal   TELADOC HEALTH INTERNATIONAL, SOCIEDAD ANÓNIMA UNIPERSONAL   100%</li> <li>-Teladoc Health Romania SRL   Romania   TELADOC HEALTH INTERNATIONAL, SOCIEDAD ANÓNIMA UNIPERSONAL   100%</li> <li>-Teladoc Health UK Ltd.   England and Wales   TELADOC HEALTH INTERNATIONAL, SOCIEDAD ANÓNIMA UNIPERSONAL   100%</li> <li>-Teladoc Hungary Consulting and Services Limited Liability Company   Hungary   TELADOC HEALTH INTERNATIONAL, SOCIEDAD ANÓNIMA UNIPERSONAL   100%</li> <li>-Yi Yi Medical Health Management Consulting (Shanghai) Co., Ltd.   China   TELADOC HEALTH INTERNATIONAL, SOCIEDAD ANÓNIMA UNIPERSONAL   100%</li> </ul>
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3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	NA
4	Provide your CAGE code or DUNS number:	621278246
5	Proposer Physical Address:	2 Manhattanville Rd, Ste 203 Purchase, NY 10577
6	Proposer website address (or addresses):	www.teladochealth.com
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Kelly Bliss President, US Group Health 2 Manhattanville Rd, Ste 203 Purchase, NY 10577 kbliss@teladochealth.com 617-226-3626
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Lauren Ozanich Manager, Broker Sales 2 Manhattanville Rd, Ste 203 Purchase, NY 10577 lozanich@teladochealth.com 530-230-8281
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	NA

**Table 2: Company Information and Financial Strength**

Line Item	Question	Response *
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>History and Longevity In 2002, Teladoc Health set out to find a better way to connect doctors and patients. Today, Teladoc Health is the largest provider of member virtual care services in the United States.</p> <p>Teladoc Health, Inc. is a NYSE listed public company traded since July 2015 under the ticker symbol TDOC. On July 31, 2018, Teladoc, Inc. announced a corporate name change to Teladoc Health, Inc. to reflect its broad portfolio of services and mission to transform how people access healthcare around the world. Teladoc Health offers award winning consumer experiences under the following brands: Livongo, Advance Medical, Best Doctors, BetterHelp, HealthiestYou and Teladoc.</p> <p>Mission Our mission is to empower all people everywhere to live their healthiest lives by transforming the healthcare experience.</p>
11	What are your company's expectations in the event of an award?	Teladoc Health expects to become a preferred vendor for Sourcwell. We would expect that your participating entities would select us or at the very least, include us in sourcing events, when seeking Chronic Care Condition Management services/solutions.
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>As a publicly traded company (NYSE: TDOC), the bullets below highlight our financial strength whereas the Form 10-Q details our strength and stability.</p> <ul style="list-style-type: none"> <li>- Third quarter revenue grows 81% year-over-year to \$522 million, updating 2021 revenue outlook to \$2,015 million to \$2,025 million.</li> <li>- Total third quarter visits top 3.9 million – 37% higher than Q3 2020.</li> <li>- Significant new agreements with CVS Health and Centene to provide Teladoc Health's Primary360 to deliver greater care access and health engagement.</li> <li>- Teladoc Health ranked 1st in consumer satisfaction by J.D. Power 2021 U.S. Telehealth Satisfaction Study.</li> </ul> <p><a href="https://ir.teladochealth.com/financial-info/quarterly-results/default.aspx">https://ir.teladochealth.com/financial-info/quarterly-results/default.aspx</a></p>
13	What is your US market share for the solutions that you are proposing?	Around the world, we are entrusted by more than 12,000 clients including the world's leading insurers, employers, hospitals and health systems. As a publicly traded company, we do not report on results outside of our SEC filings.
14	What is your Canadian market share for the solutions that you are proposing?	Around the world, we are entrusted by more than 12,000 clients including the world's leading insurers, employers, hospitals and health systems. As a publicly traded company, we do not report on results outside of our SEC filings.
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.

16	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>b) We are a service provider. Our sales and service force are employees of Teladoc Health.</p>	*
17	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>Teladoc Health has won numerous awards and recognitions. A sampling of our recent awards include:</p> <ul style="list-style-type: none"> <li>- #1 among direct-to-consumer telehealth providers in the J.D. Power 2021 U.S. Telehealth Satisfaction Study – September 2021</li> <li>- TIME 100 Most Influential Companies – April 2021</li> <li>- Fast Company's Most Innovative Companies of 2021 – March 2021</li> <li>- Forbes' Healthcare Awards 2020: Outstanding Firm – December 2020</li> <li>- Healthcare Dive's Company of the Year – December 2020</li> </ul> <p>Additional awards and achievements can be found here:  <a href="https://www.teladoc.com/awards-and-accomplishments/">https://www.teladoc.com/awards-and-accomplishments/</a></p>	*
18	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>We are subject to legal proceedings, claims and litigations arising in the ordinary course of our business. Descriptions of certain legal proceedings which we are a party are contained in our quarterly filings (Forms 10-Q and 10-K), which are available on our website: <a href="http://ir.teladoc.com/financial-info/sec-filings/default.aspx">http://ir.teladoc.com/financial-info/sec-filings/default.aspx</a></p>	*

**Table 3: Industry Recognition & Marketplace Success**

Line Item	Question	Response *	
19	<p>Describe any relevant industry awards or recognition that your company has received in the past five years</p>	<p>Teladoc Health has won numerous awards and recognitions. A sampling of our recent awards include:</p> <ul style="list-style-type: none"> <li>- #1 among direct-to-consumer telehealth providers in the J.D. Power 2021 U.S. Telehealth Satisfaction Study – September 2021</li> <li>- TIME 100 Most Influential Companies – April 2021</li> <li>- Fast Company's Most Innovative Companies of 2021 – March 2021</li> <li>- Forbes' Healthcare Awards 2020: Outstanding Firm – December 2020</li> <li>- Healthcare Dive's Company of the Year – December 2020</li> </ul> <p>Additional awards and achievements can be found here:  <a href="https://www.teladoc.com/awards-and-accomplishments/">https://www.teladoc.com/awards-and-accomplishments/</a></p>	*
20	<p>What percentage of your sales are to the governmental sector in the past three years</p>	<p>As a publicly traded company, we do not report on results outside of our SEC filings. Refer to our latest Quarterly earnings provided in our submitted Form 10-Q: <a href="https://ir.teladochealth.com/financial-info/quarterly-results/default.aspx">https://ir.teladochealth.com/financial-info/quarterly-results/default.aspx</a></p>	*
21	<p>What percentage of your sales are to the education sector in the past three years</p>	<p>As a publicly traded company, we do not report on results outside of our SEC filings. Refer to our latest Quarterly earnings provided in our submitted Form 10-Q: <a href="https://ir.teladochealth.com/financial-info/quarterly-results/default.aspx">https://ir.teladochealth.com/financial-info/quarterly-results/default.aspx</a></p>	*
22	<p>List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?</p>	<p>As a publicly traded company, we do not report on results outside of our SEC filings. Refer to our latest Quarterly earnings provided in our submitted Form 10-Q: <a href="https://ir.teladochealth.com/financial-info/quarterly-results/default.aspx">https://ir.teladochealth.com/financial-info/quarterly-results/default.aspx</a></p>	*
23	<p>List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?</p>	<p>As a publicly traded company, we do not report on results outside of our SEC filings. Refer to our latest Quarterly earnings provided in our submitted Form 10-Q: <a href="https://ir.teladochealth.com/financial-info/quarterly-results/default.aspx">https://ir.teladochealth.com/financial-info/quarterly-results/default.aspx</a></p>	*

**Table 4: References/Testimonials**

**Line Item 24.** Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Montana Municipal Interlocal Authority	Out of respect for our clients time, we will supply contact information for our references once we have been selected as a vendor of choice.	000-000-0000	*
City of Charlotte	Out of respect for our clients time, we will supply contact information for our references once we have been selected as a vendor of choice.	000-000-0000	*
City of Elwood	Out of respect for our clients time, we will supply contact information for our references once we have been selected as a vendor of choice.	000-000-0000	*

**Table 5: Top Five Government or Education Customers**

**Line Item 25.** Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Savannah River Nuclear Solutions	Government	South Carolina - SC	Group uses Diabetes Management	This information is considered proprietary.	This information is considered proprietary.	*
Municipality of Anchorage	Government	Alaska - AK	Group uses Diabetes Management, Pre-Diabetes, Hypertension and Weight Management	This information is considered proprietary.	This information is considered proprietary.	*
City of St. Louis	Government	Missouri - MO	Group uses Diabetes Management and Hypertension	This information is considered proprietary.	This information is considered proprietary.	*
Oklahoma State University	Education	Oklahoma - OK	Group uses Diabetes Management and Hypertension	This information is considered proprietary.	This information is considered proprietary.	*
Flight Safety International	Education	New York - NY	Group uses Diabetes Management	This information is considered proprietary.	This information is considered proprietary.	*

**Table 6: Ability to Sell and Deliver Service**

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	We have more than 5,000 global employees. We do not offer a breakout by category.  U.S Employees: approximately 66% International Employees: approximately 34%	*
27	Dealer network or other distribution methods.	We have more than 5,000 global employees. We do not offer a breakout by category.  U.S Employees: approximately 66% International Employees: approximately 34%	*
28	Service force.	We have more than 5,000 global employees. We do not offer a breakout by category.  U.S Employees: approximately 66% International Employees: approximately 34%	*



29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Not applicable. The participating entity would be billed according to Teladoc Health pricing model (PPPM). We directly ship our devices to the participating entity's patients (members).	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p><b>Project Personnel</b> Designated staff specializing in the chosen solutions is assigned at the time of contracting to work with the client throughout the implementation. A client implementation manager and client success manager will be dedicated to the participating Sourcewell entity during the implementation and for ongoing support.</p> <p><b>Member Support</b> Tier -1 member support is available via phone and email 24x7x365 for registration and support services.</p> <p>Tier-2 member support services are available for supporting more complex patient support issues and escalations from Tier-1.</p> <p><b>Coaching Support</b> Coaching Shift Coordinators are available each shift to support coaches with complex members and to further escalate issues to Coaching Leads/Managers for further triage into Member Support, IT, etc. depending on the nature of the issue.</p> <p><b>Service Goals</b> SLAs response times include three minutes to make contact in the Diabetes program. Communication channels include telephone and SMS/text message with email follow-up for those unable to be contacted by our clinical staff.</p>	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	As the world leader in whole-person virtual care, serving millions of people across more than 175 countries and delivering care in more than 40 languages, we have the ability and presence to deliver to your U.S. participating entities.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	As the world leader in whole-person virtual care, serving millions of people across more than 175 countries and delivering care in more than 40 languages, we have the ability and presence to deliver to your Canada participating entities.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We provide services within the 50 States plus US Virgin Islands and Guam. We can service all of Canada.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	NA	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	We are not aware of any restrictions that would prevent us from delivering services to your participating entities in Hawaii, Alaska and in US territories.	*

**Table 7: Marketing Plan**

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>For our Diabetes Management and our Chronic Care Complete solutions, Teladoc Health will provide Sourcewell participating entities with full member enrollment and engagement support services including emails, direct mailings, etc. (Refer to Tables 14a &amp; 14b for solution descriptions).</p> <p>Recruitment/enrollment Teladoc Health focuses on patient outreach and engagement strategies to support patient enrollment. We incorporate three key principles proven to maximize enrollment:</p> <ol style="list-style-type: none"> <li>1. Multi-channel outreach. We leverage multiple channels to reach patients, which leads to stronger enrollment. An optimal outreach incorporates pre-prepared communications from clients and emails and direct mails sent to eligible patients by our in-house consumer marketing teams.</li> <li>2. Thoughtful patient journey. Our content is tested and fine-tuned to resonate with prospective patients who are in different stages of their journey living with a chronic condition. We review and approve all assets in partnership with you prior to outreach.</li> <li>3. Behavior-based levers. The enrollment campaign incorporates content and visuals proven to motivate prospective patients to act and enroll.</li> </ol> <p>Registration/onboarding We work to make registration simple and straightforward for patients. We give patients three ways to sign up including:</p> <ol style="list-style-type: none"> <li>1. On the web. A patient can sign up by visiting <a href="http://go.livongo.com">http://go.livongo.com</a></li> <li>2. Over the phone. A patient can call our member support line and enroll directly with an agent over the phone</li> <li>3. By mail in. Many enrollees receive a paper enrollment form in the mail</li> </ol> <p>Within 3-5 business days of enrolling, the patient receives a welcome email explaining the program and their welcome kit by mail which contains all the necessary supplies to support the program.</p> <p>The welcome kit includes a user guide to help patients get started. Additionally, member support is available 24x7x365 by phone or email to assistant with onboarding</p>
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Once a patient is enrolled in the program and has received their welcome kit, they have unlimited access to our full suite of engagement tools and coaching through their device, the mobile app and the web portal. We provide a full spectrum of engagement tools and resources from high touch program elements to help patients who need an extra push, to light touch features allowing proactive patients to guide themselves. We offer intelligent suggestions and guidance along the way, including Applied Health Signals, which are actionable, personalized and timely health nudges delivered to the patient when they need it most. We understand that everyone is different and there is no one size fits all approach, so we personalize the experience for the patient based on what they need and when they need it. Our Applied Health Signals system continues to learn about the patient's preferences, engagement levels, responses and results to provide helpful suggestions from the platform and/or their coach.</p> <p>Engagement within our platform is tailored to the patient through technology and coaching. Of note, our Applied Health Signals engine is always running behind the scenes and will take in any data about the patient (data logged, claims data, diagnosis codes, biometric data) and pair this with the way a patient responds to and engages with our platform. We learn more about the patient as they continue to interact with our platform.</p>
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewell will act as a supporting partner of Teladoc Health by granting us a 'hunting license' to market to their 50,000+ groups seeking care. Sourcewell will promote Teladoc as their preferred vendor and Teladoc will work with Alliant to reach out to prospects.
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	No.

**Table 8: Value-Added Attributes**

Line Item	Question	Response *
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Not applicable. We ship our devices directly to patients. During registration patients (members) will enter their home address. Once a patient is registered, we will ship their device(s) directly to the home address provided in 3-5 business days.</p> <p>Devices are guaranteed to be free of material and workmanship defects for one (1) year from the date of receipt. If at any time during the first year after purchase, the device does not work for any reason, it will be replaced with a new device free of charge.</p>
41	Describe any technological advances that your proposed products or services offer.	<p>Our multidisciplinary team has built a flexible and robust technology engine capable of processing data from our devices as well as other data sources and turning that information into valuable Health Signals. At the heart of our platform is a core set of four capabilities which we call AI+AI: Aggregate, Interpret, Apply and Iterate.</p> <p>The more our members use one of our solutions, the more data they generate for our engine, which allows our feedback loop to grow more powerful for all members. In addition, we aggregate dozens of other data sets and combine them, so that we can go on to interpret and extract the drivers of behavior change on a personal member-by-member level, just like an Amazon or Netflix experience uses information to deliver a more personalized experience.</p> <p>Our AI+AI engine continuously optimizes the member experience. Just as importantly, the learnings from a particular member's AI+AI loop can help inform how to improve another member's experience. This allows the engine to grow more powerful, smart and efficient over time for all members using our chronic condition solutions.</p>
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Not Applicable. As a software development and implementation solutions business, Teladoc Health does not have a typical supply chain to provide our services.</p>
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>Not Applicable. As a software development and implementation solutions business, Teladoc Health does not have a typical supply chain to provide our services.</p>
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>Not applicable. We are not a WMBE, SBE or veteran owned business. However, our Central Procurement team has established a Supplier Diversity Program dedicated to increasing Teladoc's diverse supplier base. To help accelerate and achieve the efforts, we have partnered with The National Minority Supplier Development Council. The National Minority Supplier Development Council Inc ® (NMSDC®) is one of the country's leading corporate membership organizations. This partnership will accelerate our goals, provide business opportunities for certified minority business enterprises, and connect them to our community.</p> <p>In 2020, we made direct investments of more than \$52M into minority-owned banks. These funds can be used for small business loans to minority-owned businesses to ensure job creation in underrepresented communities.</p> <p>More information about our priorities, initiatives and impact is published in our annual Community Social Responsibility report at <a href="https://teladochealth.com/resources/white-paper/csr-report/">https://teladochealth.com/resources/white-paper/csr-report/</a> and the 2021 report will be published in Q1 2022.</p>

45	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p>	<p>Teladoc Health is the largest provider of member virtual care services in the United States. We deliver, enable and empower integrated whole-person virtual care delivery and experiences that span every stage of the health journey—from wellness and prevention and acute care to chronic conditions and complex healthcare needs. Teladoc Health is the only virtual care partner that can deliver this comprehensive suite of services through a single contract and member engagement plan.</p> <p>Unique attributes of our chronic condition management programs include:</p> <p>1. Repeatable Model Driven by Data Science. The Applied Health Signals platform enables us to scale our proven model across multiple chronic conditions. The three key program pillars are consistent across our platform include:</p> <p>Effortless Data Collection. As members move throughout their daily lives, our connected devices and ecosystem partnerships aggregate real-world data securely and effortlessly.</p> <p>Personalized Health Signals. We interpret members’ health metrics, social determinants, preferences, clinical needs and more to trigger timely, actionable feedback that drives behavior change.</p> <p>Human-Centered Approach. Together, our digital programs and expert coaches adapt to meet members where they are, when they need it – based on their conditions, motivations and lifestyles.</p> <p>2. Measurable Outcomes for Our Clients. Our clients want their employees and dependents to be healthy. They want programs that people will opt-in to, in significant numbers, that they will like and that are budget neutral or will save them money. We address each of their concerns by providing client and member satisfaction, high quality care for members, strong cost management, savings and return on investment, and a source of innovation and increased revenue.</p> <p>We focus on both short-term and long-term sustainable outcomes. We are grounded in analytics and the delivery of value that is measurable in the market. We have proven results validated by several external parties and publications (including Milliman validation of our ROI methodology, American Diabetes Association published studies and Journal of Medical Economics).</p> <p>3. Meaningful Value to Our Members. A large percentage of people with chronic conditions have them for life. Our model builds a long-term relationship with our members. We put members at the center of our design and have redefined the entire experience, reducing the confusion, complexity and cost of having a chronic condition and ensuring members are never alone in their experience.</p> <p>Given the significant amount of overlap across chronic conditions, we realize that to help people be as healthy and happy as possible and to achieve cost savings for our clients, we need to address all of the chronic conditions a person is dealing with.</p>
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**Table 9: Performance Standards or Guarantees**

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
46	Describe any performance standards or guarantees that apply to your services	Depending upon the participating Sourcewell entity, we are willing to discuss performance guarantees. Performance guarantees are unique to the client and solution selected. Examples of guarantees include clinical outcomes and member satisfaction.
47	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	Depending upon the participating Sourcewell entity, we are willing to discuss service level agreements (SLAs). Service level agreements guarantees are unique to the client and solution selected. Examples of SLAs include Call Center Average Speed to Answer or Call Center Abandonment Rate.

**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *
48	Describe your payment terms and accepted payment methods.	We invoice the client based on the number of eligible members and email a monthly invoice. Client payments are either by check received through a lockbox, ACH or wire transfer. Net 30 days are our terms.
49	Describe any leasing or financing options available for use by educational or governmental entities.	No leasing or financing options are available.
50	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	We have provided a sample contracts.
51	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	No.

**Table 11: Pricing and Delivery**

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
52	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Teladoc's RPM pricing model is inclusive of all charges and is Per Participant Per Month (PPPM). There are no incremental charges from Teladoc for setup, devices, software, technical and professional service fees, etc.
53	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Pricing provided is offered at the Alliant preferred rate. This is approximately a 14% discount from MRSP.
54	Describe any quantity or volume discounts or rebate programs that you offer.	NA.
55	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	NA.
56	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	NA.
57	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	NA.
58	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	NA.
59	Describe any unique distribution and/or delivery methods or options offered in your proposal.	NA.

**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
60	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Offering Alliant preferred pricing model

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
61	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Teladoc Health uses Salesforce to manage our client relationships. Additionally, we have other tools such as Domo to pull real-time data and provide quarterly updates.
62	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	For those contracted Sourcewell entities, we provide deidentified reporting on enrollment and engagement, patient satisfaction and empowerment and clinical impact.
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	We have identified Sourcewell as a reseller and as such the proposed administrative fee is commission-based (percent of the deal). It is unique and not a flat-fee for all. Commission will be paid out on a quarterly basis.

**Table 14A: Depth and Breadth of Offered Equipment Products and Services**

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>Diabetes Management</p> <p>Our Diabetes Management program provides a personalized experience that helps members understand their blood sugar, develop healthy lifestyle habits and improve their glycemic control. Key elements of the program include:</p> <p>-Connected Blood Glucose Meter. As part of their Diabetes welcome kit, all members receive the Connected Blood Glucose Meter. This is a proprietary, cellular-enabled blood glucose meter designed specifically for our diabetes program. It includes a bright and accessible touch screen display that is easy and intuitive to use. Blood glucose checks are seamlessly sent to the Teladoc cloud via cellular connection, enables real-time analytics, insights and remote monitoring. In addition to checking blood glucose, the meter enables members to easily share their health data with providers, contact a coach, reorder test strips and contact member support.</p> <p>-Unlimited checking supplies including test strips and lancets. Strips and lancets are automatically shipped to members' homes when supplies run low. Cellular connectivity allows us to monitor strip usage and anticipate when a member will need a fresh supply replenished. members can also proactively order supplies via their cellular meter and mobile app. This benefit is critical to removing barriers to checking for members by eliminating the costs and hassles of having to manage blood glucose checking supplies.</p> <p>-Real-time insights. The meter provides much more than a tool for checking blood glucose. It also delivers personalized, actionable and timely information to members to drive behavior change. After each blood glucose check, members can tag their result with valuable contextual information around the specific timing of their check and how they are feeling in the moment. Based on the combined factors of glucose level, food intake, timing and how the member is feeling, the meter provides a brief interpretation of the result - whether it's high or low and relevant tips and lifestyle coaching tips on how to improve their readings going forward. If the result is within target range, a simple message of positive affirmation is provided.</p> <p>-Health Nudges on the Connected Blood Glucose Meter. In addition to real-time insights, we have also developed Health Nudges. These short, in-the-moment messages, delivered via the connected meter, engage the member on topics</p>

beyond their blood glucose checks. Messages may include feature and content referrals, such as invitations to members to review health data insights, receive recipe ideas for healthy meals, or other diabetes health and management related educational content. Health Nudges may also include coaching tips and suggestions based on recent blood glucose patterns and trends. Health Nudges may include recommendations to increase post-meal activity or schedule a coaching session based on changes in glucose readings and control.

-Action Plan. Action plan is a unique and engaging experience that builds a plan in partnership with the member to deliver actionable guidance based on their health goals. It assists members with what to work on, when to work on it and why it helps them toward their goals. Action plan consists of goals that a member chooses. From there, they can work through activities and tasks

-Medication adherence support. Members of the diabetes program receive medication related content in various formats to help educate them on the important role medication plays in helping them manage their health. Further, members who are identified as non-adherent to their medication and do not have their blood glucose under control will receive proactive outreach to talk to a coach for medication review.

-Remote monitoring and outreach. Members of the diabetes program also receive remote outreach and assistance in the case of extreme blood glucose readings, such as hypoglycemic and hyperglycemic readings below 50 mg/dL or above 400 mg/dL respectively. When an extreme low or high reading occurs, our Diabetes Response Specialist team, which consists of expert coaches, will immediately reach out to members by telephone or text message (depending on member preference.) They will check on the member and follow physician provided recommendations to stabilize and help the member return to target range. This remote monitoring service is available 24 hours a day, 7 days a week.

-Expert coaching. For the Diabetes program, coaches follow the American Association of Diabetes Educators (AADE) 7 Self-Care Behaviors curriculum to guide and support members in self-managing their diabetes. This curriculum covers topics such as healthy eating, being active, monitoring, taking medications, healthy coping and problem solving. Additionally, we have protocols in place based on the American Diabetes Association (ADA) Standards of Medical Care in Diabetes. We base blood glucose targets, lifestyle management and standards of care recommendations on these evidence-based guidelines which are updated annually.

For more information, copy and paste the link into your browser:  
<https://www.teladohealth.com/diabetes-management/>

#### Chronic Care Complete

Our Chronic Care Complete solutions are anchored by a primary condition – diabetes, prediabetes or hypertension – and include effortless data collection via cellular-enabled devices, personalized health signals with bi-directional, personalized, actionable support, and our human-centered approach during interventional 24/7/365 outreach and scheduled expert coaching sessions. With management of the primary condition as the impetus, support for other health challenges members may have, like behavioral health, are incorporated into a comprehensive digital solution that gives members 24/7/365 support managing their condition. Our ability to collect member data securely and effortlessly as they move throughout their days drives personalized health signals and informs live coaching that meets members where they are and works with them to achieve their health and lifestyle goals. For more information, copy and paste the link into your browser:  
<https://www.teladohealth.com/chronic-condition-management/>

The Chronic Care Complete platform is built on three foundational pillars:

1. Effortless data collection (our cellular enabled devices),
2. Personalized Health Signals (i.e., bi-directional personalized, actionable support), and
3. Our human-centered approach (both interventional 24x7 outreach and scheduled expert coaching sessions).

We build upon these foundational pillars by looking at the population and associated prevalence of diabetes, including known co-morbidities tied to diabetes, based on our own data science and data from national research studies. The whole person diabetes solution addresses:

- Diabetes. Members receive a cellular-connected interactive blood glucose meter, unlimited blood glucose test strips, personalized Health Nudges to support behavior change, and digital tools across mobile, web and email. It also includes expert coaching and 24/7 monitoring.
- Hypertension. Members receive a connected blood pressure monitor and cuff. The wireless devices transmit data to our mobile app after each measurement. members

		<p>can review results, get Health Nudges for managing their blood pressure by reminding them to take their medication, follow a healthy eating pattern, be more physically active and receive coaching and 24/7 monitoring.</p> <p>- Dyslipidemia (high cholesterol). Members living with high cholesterol can opt-in to have their lab data integrated to their Teladoc program. Members receive a lab results card that helps them understand their cholesterol value in context to broader diabetes care and cardiovascular risk, along with education and other support materials around medication use and health literacy. We also provide strategic referrals to coaching to help members adhere to statin therapy or start a conversation about statin therapy with their doctor. Nudges, 5-day challenges, and other tools support lifestyle behavior change.</p> <p>- Weight Management. This solution is offered for members who are overweight and focuses on nutrition, activity, sleep, stress and motivation to help members lose weight through lifestyle behavior change. Similar to our diabetes prevention program, members are offered a combination of a cellular-connected weight scale, a rich mobile experience that includes health education curricula and content, personalized coaching by registered dietitian and exercise physiologists and group classes to encourage healthy eating and exercise habits.</p> <p>- Mental Health. myStrength, our digital mental health program, is geared toward improving the mind, body, and spirit for populations ranging from people with modest challenges in daily living to those with severe and persistent illnesses. myStrength features a robust set of programs that cover a comprehensive set of the most prevalent mental health conditions, ranging from wellness and resiliency through clinically diagnosed conditions. Primary areas of focus include:</p> <ul style="list-style-type: none"> <li>• Depression</li> <li>• Anxiety</li> <li>• Sleep</li> <li>• Substance Use Disorders</li> <li>• Chronic Pain</li> <li>• Opioid/MAT</li> <li>• Bipolar</li> <li>• Mindfulness</li> <li>• Balancing Emotions</li> <li>• Nicotine</li> <li>• Trauma</li> <li>• Stress</li> <li>• Chronic Conditions</li> <li>• COVID-19</li> <li>• LGBTQ+</li> <li>• Racism and Discrimination</li> <li>• First Responders</li> <li>• Pregnancy and Early Parenting</li> </ul>
65	<p>Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.</p>	<p>The below represent services included in our offerings:</p> <ul style="list-style-type: none"> <li>-Digital Health Coaching</li> <li>-Engagement and utilization applications and platforms</li> <li>-Condition Specific Solution</li> <li>-Mental Health support</li> <li>-Critical Outreach in response to life threatening readings taken on devices</li> </ul>



**Table 14B: Depth and Breadth of Offered Equipment Products and Services**

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
66	Physical point solutions	<input type="radio"/> Yes <input checked="" type="radio"/> No	Our solutions aren't niche solutions. We are the only virtual care partner that can deliver the broadest spectrum of virtual care services – from wellness and prevention and acute care to chronic conditions and complex healthcare needs – via a single contract and member engagement plan.
67	Digital health coaching	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Most of our coaches have their master's degree and beyond. The average clinical tenure for our coaches is over 11 years. In addition to their own licensures and certifications, all our coaches have been certified in coaching foundations. Coaching foundations is an annual internal certification program outlining our coaching philosophy and specific required skill sets needed for personalized, member focused coaching to improve health outcomes.</p> <p>We center our coaching foundations in the principles and practices of motivational interviewing, as well as, assessing stages of change through fixed and growth mindset and common concepts across behavior change models</p>
68	Engagement and utilization applications and platforms	<input checked="" type="radio"/> Yes <input type="radio"/> No	We built a proprietary, state-of-the-art engagement engine rooted in analytics to deliver the best utilization in the industry. Our scale and expertise enable us to drive behavior change across all clinical specialties, engaging members when and where they need it most. Our engagement rate is four times that of the industry average.
69	Risk management solutions	<input type="radio"/> Yes <input checked="" type="radio"/> No	NA.
70	Condition specific solutions, including, but not limited to: i. Musculoskeletal health; ii. Diabetes prevention and management; iii. Hypertension; iv. Weight loss; and, v. Infertility (Use the Comment field to specify what conditions apply)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Refer to Tab 14a for more information. We offer solutions for i.-iv.
71	Services and technology related to the offering of the solutions described in Lines 66-70 above.	<input checked="" type="radio"/> Yes <input type="radio"/> No	No further information is needed. It has been provided.

## Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

### Documents

#### Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
  2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
  3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
  4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - Line 52 Preferred Pricing for Sourcewell 1 27 22 FINAL.pdf - Thursday January 27, 2022 11:51:48
  - Financial Strength and Stability (optional)
  - [Marketing Plan/Samples](#) - Line36 MarketingMaterials.pdf - Tuesday January 25, 2022 18:26:37
  - WMBE/MBE/SBE or Related Certificates (optional)
  - Warranty Information (optional)
  - [Standard Transaction Document Samples](#) - Sample Contracts and Redline.zip - Thursday January 27, 2022 10:55:28
  - [Upload Additional Document](#) - Line62 SampleReport.pdf - Tuesday January 25, 2022 18:26:48

## Addenda, Terms and Conditions

### PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
  1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
  2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
  3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Lauren Ozanich, Manager, Broker Sales, Teladoc Health

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes  No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
<b>Addendum_4_Digital_Health_Products_Solutions_RFP_012722</b> Thu January 20 2022 04:00 PM	<input checked="" type="checkbox"/>	4
<b>Addendum_3_Digital_Health_Products_Solutions_RFP_012722</b> Wed January 19 2022 08:35 AM	<input checked="" type="checkbox"/>	5
<b>Addendum_2_Digital_Health_Products_Solutions_RFP_012722</b> Mon December 27 2021 10:56 AM	<input checked="" type="checkbox"/>	3
<b>Addendum_1_Digital_Health_Products_Solutions_RFP_012722</b> Tue December 21 2021 03:03 PM	<input checked="" type="checkbox"/>	2