



Solicitation Number: RFP #012722

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Omada Health, Inc., 500 Sansome Street, Suite 200, San Francisco, CA 94111 (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.

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, with respect to all Services furnished: (a) it is in the business of providing for the delivery of such Services; (b) it has all required permits and licenses required to perform its obligations under this Contract; (c) it has all right and authority necessary to enter into and perform its obligations under this Contract; and, (d) all Services will be performed with due care and professional competence in accordance with professional standards applicable to Supplier in its performance.

EXCEPT FOR THE EXPRESS WARRANTIES ABOVE, SUPPLIER MAKES NO OTHER REPRESENTATIONS OR WARRANTIES IN CONNECTION WITH THE SUBJECT MATTER OF THIS CONTRACT, AND SUPPLIER EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS, AND ANY WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

INFORMATIONAL CONTENT AVAILABLE IN THE SERVICES, AND ANY OTHER ASPECT OF THE SERVICES NOT DELIVERED BY LICENSED PROFESSIONALS ENGAGED BY SUPPLIER OR ITS AFFILIATES, ARE FOR INFORMATIONAL PURPOSES ONLY AND DO NOT CONSTITUTE MEDICAL ADVICE, MEDICAL CARE, DIAGNOSIS, OR THE PRACTICE OF MEDICINE.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Intentionally omitted.

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.** Intentionally omitted.

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 in the United States. 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.** Intentionally omitted.

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. Supplier will require the execution of its then-standard contract by each Participating Entity accessing this Contract. 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. Sourcwell, 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.

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

7. CUSTOMER SERVICE

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

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

B. **BUSINESS REVIEWS.** Supplier must perform a minimum of one business review with Sourcwell 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. For clarity, the administrative fees paid out hereunder do not constitute a portion of the fees payable for professional services that may be included in Omada's programs and are instead paid by Omada from separate funds.

The Supplier will submit payment to Sourcewell of a per participating employee dollar amount equal to 2% 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. Sourcewell consents to Supplier's assignment of its rights and obligations under this Contract in the event of a change of control or the sale of substantially all of its assets on the condition that the assignee assumes all of Supplier's obligations under the Contract upon such assignment.

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 negligent act or omission or intentional misconduct 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.

THERE IS NO LIMITATION ON (A) DIRECT LOSS, CLAIMS OR DAMAGES ARISING AS A RESULT OF A BREACH OF SECTION 12, GOVERNMENT DATA PRACTICES, OR (B) SUPPLIER'S INDEMNIFICATION OBLIGATIONS UNDER THIS SECTION 11. EXCEPT AS SET FORTH IN THE PRIOR SENTENCE, SUPPLIER'S AGGREGATE AND CUMULATIVE LIABILITY TOGETHER WITH THAT OF ITS AFFILIATES WILL NOT EXCEED ONE MILLION DOLLARS (\$1,000,000). THE ABOVE LIMITATIONS WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY.

IN NO EVENT WILL SUPPLIER BE LIABLE FOR ANY LOST PROFITS OR REVENUES OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR COVER DAMAGES, WHETHER IN CONTRACT OR TORT, AND WHETHER OR NOT SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

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, revocable, 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; provided, that, Sourcewell will only use the trademarks provided by Supplier to Sourcewell for this purpose and Supplier retains the right to revoke this license at any time upon written notice.

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 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). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell'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, 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 all 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 Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell 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 and its Participating Entities, including their 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 commercial general liability insurance policy required by this Contract. 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. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of 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 Sourcewell 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 an 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

By: DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
7/13/2022 | 1:14 PM CDT
Date: _____

Omada Health, Inc.

By: DocuSigned by:
Sean Duffy
452221BA8E994D8...
Sean Duffy
Title: CEO
7/13/2022 | 1:43 PM CDT
Date: _____

Approved:

By: DocuSigned by:
Chad Coauette
7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
7/13/2022 | 1:46 PM CDT
Date: _____

RFP 012722 - Digital Health Products and Solutions

Vendor Details

Company Name: Omada Health
Address: 500 Sansome Street
Suite 200
San Francisco, CA 94111
Contact: Kathleen White
Email: kathleen.white@omadahealth.com
Phone: 612-306-3966
HST#:

Submission Details

Created On: Wednesday January 12, 2022 14:16:27
Submitted On: Thursday January 27, 2022 13:46:12
Submitted By: Kathleen White
Email: kathleen.white@omadahealth.com
Transaction #: ba4690e3-47d7-4e4c-b240-dadac52d9cd9
Submitter's IP Address: 24.7.208.40

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")	Omada Health, Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A.
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A.
4	Provide your CAGE code or DUNS number:	DUNS: 96-982-4197
5	Proposer Physical Address:	Omada Health 500 Sansome Street, Suite 200 San Francisco, CA 94111
6	Proposer website address (or addresses):	www.omadahealth.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):	Nathan Salha, General Council nathan.salha@omadahealth.com 500 Sansome Street, Suite 200 San Francisco, CA 94111
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Kathleen White, VP of Sales kathleen.white@omadahealth.com 612-306-3966 500 Sansome Street, Suite 200 San Francisco, CA 94111
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Holly Morganti, NVP of Sales holly.morganti@omadahealth.com 315-440-7033 Kim Martiniello, RVP - Alliance & Health Plans kim.martiniello@omadahealth.com 781-316-4198 Eliza Gibson, LCSW, NVP Jumbo Account Sales eliza.martiniello@omadahealth.com 415-225-5130 500 Sansome Street, Suite 200 San Francisco, CA 94111

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>Founded in 2011, Omada Health is a pioneering the field of virtual chronic care, having developed adaptable programs that deliver meaningful health outcomes for participants and return on investment for customers with independently validated results.</p> <p>Omada History, Values, and Philosophy We currently employ more than 500 employees and are still growing. As of 2021, Omada Health has adopted a "remote-first" working policy. Based in San Francisco, California with a satellite office in Atlanta, Georgia, or staff work both in offices and from home. We have coaching staff in all 50 states to provide coverage by geographic area. Omadans are focused on our company mission and vision, participating in healthy activities and behaviors and maintaining focus on our six key values that drive the work we do each day: Participants First, Swing Big, Empower Partners, Hustle Smart, Grow Together and Be Humble. As a team, we support one another to live these values each day and culturally create an environment in which that is possible.</p> <p>Omada Health, Inc. is a private, venture-backed company and does not have a parent company.</p> <p>Omada Industry Longevity Since 2011, Omada has come to offer a suite of five personalized behavior change programs designed to help individuals at risk for obesity-related chronic disease, diagnosed with diabetes, diagnosed with hypertension, suffering from depression and/or anxiety, or suffering from a joint or muscle health condition.</p> <p>Our timeline by product offerings is below: 2011: Omada for Pre-Diabetes & Weight Management 2018: Omada for Diabetes 2018: Omada for Hypertension 2020: Omada for Behavioral Health 2020: Omada for Musculoskeletal</p> <p>As the market matures, Omada continues to lead with holistic and human-centric solutions that are part of an integrated, personalized platform - reaching the right participant, at the right time, with the right intervention to drive outcomes.</p>	*
11	What are your company's expectations in the event of an award?	If Omada is honored with this contract award, our expectation is we will have the opportunity to market our programs to Sourcwell's membership through solution selling to those interested in learning how we can help them reduce health care spend by helping their employees in their health improvement journey. No Sourcwell member company is too large or too small to work with Omada.	*
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 private company, we do not disclose our financials. However, our independent auditors report that our financial statements are fairly presented in all material respects, compliant with Generally Accepted Accounting Principles (GAAP) and free from material misstatement.</p> <p>Please refer to Attachment - Audit Letter of Opinion from Pricewaterhouse Coopers regarding their report of our audited financials for the years 2019 and 2020.</p>	*
13	What is your US market share for the solutions that you are proposing?	<p>Omada is a leading provider of digital health solutions in the United States with a rich history of providing solutions that help employers save on health care expenses through digital and human interaction with coaches and clinicians. Omada was founded well before the exploit of digital health and remains a major player in the U.S. market.</p> <p>Given the number of players in the market, most of whom only offer one solution, it is difficult to provide an actual market share number that is accurate and meaningful again, due to the segmentation of the market players.</p>	*
14	What is your Canadian market share for the solutions that you are proposing?	N/A. Omada does not currently provide services outside of the United States.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, Omada has a strong financial balance sheet and we have never petitioned for any type of bankruptcy protection.	*

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>Omada is a service provider. Omada does NOT contract with dealers or other sales networks to solution with our clients and prospects. Our sales team are all 100% employed by Omada as full-time W-2 employees. We are a preferred provider for a number of health plan payers such as Blue Cross Blue Shield, Cigna, Health Partners, Medica and many more.</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>We require that our coaches possess a four-year degree from an accredited college or university. After Omada onboarding training all coaches hold DPP Lifestyle Coach Certificate.</p> <p>All Diabetes Specialists must hold Certified Diabetes Care and Education Specialist (CDCES) certification, plus either: Registered Dietitian (RD) OR Registered Nurse (RN) credentials.</p> <p>All Hypertension Specialists must hold either Registered Nurse (RN) credentials AND/OR Certified Diabetes Care and Education Specialist (CDCES) certification.</p> <p>All MSK Specialists must be Physical Therapists (PTs).</p> <p>All Behavioral Health Specialists must be Licensed Clinical Social Workers (LCSWs).</p>	*
18	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>N/A. Omada has never been subject to any Suspension or Debarment, since our founding in 2011.</p>	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>Omada has received the following awards and recognition:</p> <p>Institute of Healthcare Consumerism Superstar Award (November 2014) Diabetes Forecast: People to Know (October 2014) ABL 'ABBY' Award Finalist for Innovation in Healthcare (October 28th, 2014) Goldman Sachs 100 Most Intriguing Entrepreneurs (October 15th, 2014) National Association of Chronic Disease Directors Endorsement (July 15, 2014) Rock Health Top 50 Digital Health Entrepreneurs (January 13th, 2014) Minnesota Health Action Group Innovator Award 2015 NewCO San Francisco Honored Company 2015 Fast Company Fast Company "One of the World's 50 Most Innovative Companies" (March 2015) Fast Company 10 Most Innovative Healthcare Companies (Only US private company, 2015) Fast Company 50 Most Innovative Companies (Only US private company, 2015) World Economic Forum Technology Pioneer (2016) Fast Company 50 Most Innovative Companies (2017) California Life Science Association (CLSA) DiNA™ Award for Digital Health Innovation (2017) Omada is currently HITRUST Certified (2017) named the winner of the "Overall ID Management Solution Provider of the Year" (2021) "Publisher's Choice in Identity & Access Management Award" Cyber Defense Magazine (2021)</p>
20	What percentage of your sales are to the governmental sector in the past three years	<p>Omada serves more than 560,000 enrolled lives across 1,800+ clients with program members in all 50 states. We serve clients of all types and sizes, and our clients represent a variety of industries, including healthcare, retail, information technology, aerospace, manufacturing, government, and education.</p> <p>Omada Health currently serves more than 30 of your Minnesota members who cooperatively purchase their health programs through Sourcewell's Health Partners relationship. In fact, in 2019 Sourcewell became an Omada client.</p> <p>We don't specifically track our book of business by industry type, but we do provide our services to a large number of states, counties, school districts, and the governmental sector as a whole directly or through partnerships with health plan payers such as Cigna, Blue Cross, Health Partners and others nationwide.</p>
21	What percentage of your sales are to the education sector in the past three years	<p>Omada does not track or report the percentage of sales to school districts, but all governmental agencies and schools are in our target marketing and sales efforts and we do serve many school districts.</p>
22	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>Omada company policy, and our status as a privately held company, prohibits disclosing contractual information about our clients as this information is considered proprietary. We do work with more than 150 different states, counties, cities, school districts and other governmental agencies who are likely Sourcewell participating entities.</p>
23	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>Contractual information between Omada and our clients is considered proprietary and confidential. As a private company, it is against our company policy to disclose this information.</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 *	
State of Alaska	Jessica A Downes jessica.downes@alaska.gov	907-269-5448	*
City of Tucson	Anna Hart Anna.Hart@tusconaz.gov Please email before calling to schedule a phone conversation	520-791-4241	*
State of Colorado	Steven L. Halterman steven.halterman@state.co.us	832-655-8053	*
City of Grand Prairie	Michelle Nguyen mnguyen@gptx.org Please email before calling to schedule a phone conversation	972-237-8192	
Blue Cross Blue Shield of Minnesota	Kris Vogel Kris.vogel@bluecrossmn.com Please email first schedule a phone conversation	888-630-2583	

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 *	
PERS	Government	California - CA	Prevention/Weight Loss Type 1 & 2 Diabetes	1M eligible employees	N/A - Omada does not disclose this information	*
Group Benefits Plan	Government	Louisiana - LA	Prevention/Weight Loss Type 1 & 2 Diabetes	90,000 eligible employees	N/A - Omada does not disclose this information	*
Federal National Benefit Fund	Government	District of Columbia - DC	U.S. Federal Government - Prevention/Weight Loss Type 1 & 2 Diabetes	112,000 eligible employees	N/A - Omada does not disclose this information	*
Metro Public School System	Education	Florida - FL	Prevention/Weight Loss Type 1 & 2 Diabetes	27,000 eligible employees	N/A - Omada does not disclose this information	*
University Health & Welfare Plan	Education	Colorado - CO	Prevention/Weight Loss Type 1 & 2 Diabetes Hypertension MSK	22,000 eligible employees	N/A - Omada does not disclose this information	*

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.	Omada has a full sales force of approximately 50 individuals who are all W-2 employees. Their sole responsibility is to prospect, engage, and solution sell to employer groups in their designated territory. We have representation in all 50 states and all prospect (and customer) facing sales and service staff have extensive experience working with public entities. The sales team is supported by a full staff of marketing professionals, legal, technical, clinical and related functions to ensure their focus is 100% on talking with and providing customized business cases to illustrate how Omada's programs will save employers on their health care spend and engage them in improving their health status.	*

27	Dealer network or other distribution methods.	Omada does not maintain a "dealer network", and this kind of arrangement is not typical in the health care and digital care space. We do, however, partner with many health plan payers (Cigna, Blue Cross, UHC, Kaiser, Health Partners, Medica and more) for sales and distribution. In addition, we are the preferred digital health partner for Evernorth (Express Scripts). In addition to our employer sales team, we also have a full team of professionals that sell to and support alliance type opportunities such as health plan payers and buying cooperatives like Sourcewell.	*
28	Service force.	Customer service staff are located at our headquarters in San Francisco, in our Atlanta, GA office, and remotely throughout the United States. Client Account Management support may be remote and will be assigned during implementation. The customer service team comprises only Omada employees. Our service staff resources are robust and include IT/security resources to maintain and deliver our programs. Staff that will be involved in program services for Sourcewell members will include: Coaches Diabetes and Hypertension specialists Clinical supervisors Engineers Product team Data scientists Strategic alliance manager Alliance delivery lead Member and customer support team	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Participating entities will directly contract with Omada Health through Sourcewell.	*
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.	Customers have several options for escalating questions, concerns, or asking for additional account support. They may connect directly with their account team, which consists of a Customer Success Manager, Regional Manager, and VP of Customer Success. They may also issue a support ticket to the Client Services team by emailing Askomada@omadahealth.com. This group will automatically connect with the appropriate account team to stay aligned with customer needs. Agencies like Sourcewell have an additional resource within the alliance management team at Omada. That resource is available to assist with alliance escalations as needed.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Omada is 100% positioned to provide all of our solutions to any organization throughout the United States. It is important to note that currently Omada Health currently provides services for over 30 Sourcewell member organization participating in your Health Partners Health Care Cooperative. This includes Sourcewell!	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Currently, Omada does not do business in Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Omada is fully deployed in all 50 states. As indicated in Question 32, we currently do not do business in 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?	Omada serves organizations across the United States in all segments of Sourcewell's membership. While we have cooperative arrangements with various health plan payers, we do NOT have limits on a contractual basis that would prohibit us from working with Sourcewell and your 50,000 members.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	None. Omada services are available in all 50 states and the District of Columbia. However, our services are not available in U.S. 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>Omada works in partnership with our valued partners to deploy marketing strategies that best resonate with their unique populations. This includes alliance/GBO down to the employee member who participates in our programs.</p> <p>The most effective campaigns are made up of a number of different channels, including social media, internet search optimization, etc. We provide content, images, gifs, etc. as well as a timeline for publishing should Sourcewell desire these tools and suggested publishing timeline for you own campaigns, member intranet/website, and other applicable communication channels with your member organizations. In addition, Omada Health will use these same approved co-branded materials to deploy our business development sales force.</p> <p>Training & Sales Enablement: We create plans for training Sales and Account Management on our partnership, product details, and best practices for launching Omada specific to Sourcewell's member organizations.</p> <p>Rules of Engagement: Development of "rules of the road" for how our Sales & AM teams collaborate in the field in the event Sourcewell also chooses to deploy business development resources/representatives calling on your membership. Note that Omada is fully prepared to be the sales and marketing arm of your organization and there is no requirement for Sourcewell have a sales staff to co-market our services.</p> <p>Omada will work with Sourcewell to align on a go-to-market strategy that will include co-branded marketing materials to educate your members on our partnership, the services, and what's in it for them in terms of health care spend savings and condition management.</p> <p>Samples our our marketing campaigns have been uploaded to this RFP tool for your review.Should you desire additional examples, please let us know.</p>
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Omada, being a digital health care company, utilizes the full complement of digital data, social media, and metadata to create effective marketing campaigns to potential employer clients. Our programs include search engine optimization, a robust and interactive website, and social media campaigns on popular platforms such as LinkedIn, Twitter, etc. as a few examples of our digital marketing efforts. We built an "Ambassador Program" to engage our own employees and make it easy for them to deploy our brand on social media sites. This program has been highly utilized and effective. We track website traffic, click through rates, and use state-of-the-art tools to understand the effectiveness of our different campaigns so we can make adjustments to better deploy our resources and assets. We look forward to the opportunity to work with Sourcewell to create a co-branded campaign to promote our partnership should we be honored with the contract award. Please refer to the upload of our sample marketing programs in the attachment section of this RFP.</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?	<p>Omada welcomes any level of engagement from Sourcewell from a hand-off, approach where Omada Health takes the business development lead calling your membership, to a full engagement where Sourcewell deploys business development representatives working with with Omada. Initially, Omada would like a list of all Sourcewell members and the contact information so our prospecting efforts from our sales team (RVP of Sales and business development staff) can begin reaching out to engage the Sourcewell members to gage interest and opportunity. Omada tracks alliance partners in our customer relationship system for sales effectiveness and reporting. In addition to tracking, Omada will build regular sales campaigns directed specifically for Sourcewell members. This will include custom marketing pieces with co-branding (with Sourcewell's permission). Our sales and marketing goal is to integrate and promote the contract award to your members as the first stage of the sales process ensuring they understand the benefits they receive as a Sourcewell member and how those benefits bring them value as they consider working with Omada. Our first, and most important strategy, is to promote Sourcewell to your members!</p>
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.	<p>Due to the nature of how we deliver our services, e-procurement systems have not been utilized when working with governmental agencies. We are happy to explore how this tool may benefit the stakeholders in our contract.</p>

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.	After a customer chooses to contract with Omada for services, Omada will provide in-person and / or virtual trainings for various client teams including but not limited to clinical, product, operations, and account management. Trainings will include Omada programs clinical overview, customer service and operations, and how to refer members/patients. Omada will also provide product fact sheets, clinical publications, and other educational materials as needed.
41	Describe any technological advances that your proposed products or services offer.	<p>Although Omada offers a digital program utilizing innovative technology, it's about people first and foremost. All of Omada's enrollment marketing campaigns are unique to the specific client population to ensure maximum reach and engagement. We utilize different channels to target different sectors of the population, including email marketing, newsletters, digital ads, intranet, mailers, flyers, napkins, and health fairs.</p> <p>Engagement and Intervention Modality The Omada Program is specifically designed to be scalable and flexible in its delivery to meet the needs of a wide range of individuals across all ages and demographics. Participants access the program online at home, work, while traveling, or even if they move to a new home/city during the course of the program. The program is widely installed across the United States today and given our extensive network of health coaches, digital format, and scalability we can easily serve members across the U.S., including those in rural areas.</p> <p>Additionally, members can access the Omada Program from any type of device, including smart phone, laptop computer, desktop computer, and tablet. In addition to our iPhone and Android apps, which are at parity with our web-based version of the program, all content is designed to adapt to different screen sizes by employing responsive screen design. Participants can log into their accounts from their phones, computers, or tablets interchangeably throughout their participation.</p> <p>Intervention Methodology We view technology as a way to connect our participants with their health coaches, who serve as the face of Omada to all participants. Our health coaches guide participants through every step of the program, listening openly to their challenges and helping steer them toward healthy choices, keeping them focused, energized, and motivated. Technology also helps coaches deliver highly personalized interventions with a predictive analytics engine that identifies when individual participants may need some extra support and enables coaches to reach out with a tailored message to keep that participant engaged in their Omada journey.</p> <p>This mix of human contact and technology along with the clinical roots of the program drive over 31 points of engagement per week by our participants. With a wide variety of ways to interact with the program, participants themselves can customize their journey by using the ways that best work for them. For one participant that may be logging food and emailing with their health coach, while another may prefer to look to their peer group for motivation. It's this blend of human, and digital tools that makes the Omada experience unlike any other, driving the engagement and success of our participants.</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.	Omada Health is certified with San Francisco Green Business as Participant Level.
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.	N/A

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>Omada is not an MBE, WMBE, SBE, or veteran owned business.</p> <p>Omada strives to foster inclusion and diversity among our employees and throughout our entire ecosystem, including our contractors and third party service providers. This is reflected through our hiring process and our selection of contractors and vendors.</p> <p>Although Omada uses very few suppliers or contractors, you can see our commitment to diversity and widely available access to the Omada Program through our work with underserved populations as part of our our work serving underserved populations, such as low-income and Medicaid populations, with the Omada Program. Omada has also collaborated with the Kresge Foundation and California Healthcare Foundation to bring our program to those most in need. You can read more about this effort here: https://omadahealth.com/news/omada-health-launches-prevent-for-underserved-populations.</p>
45	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>Omada is a revolutionary behavior change program that focuses on the specific subset of the population that is at risk for developing, or actively managing, chronic disease(s); and here is what makes us unique and best-in-class:</p> <p>NCQA Accreditation – Omada is the only digital health provider with NCQA accreditation for population health.</p> <p>Whole Person Care – Omada is only digital health provider that drives meaningful change through human connection across all of our programs. Devices, no matter how smart, are no replacement for high quality care from a highly skilled and trained health coach, specialist, or physical therapist.</p> <p>Proven, Lasting Results – Omada currently has 19 published peer-reviewed results that demonstrate members in the program don't just achieve clinically-meaningful outcomes, they sustain their results long-term.</p> <p>Scalability, Accessibility and Data-Driven Personalization – Omada has enrolled more than 500,000 members in all 50 states across a wide variety of demographics. These members have logged well over 100 million weigh-ins, with millions of additional data points (e.g., food logging, activity tracking, posts to the peer group discussion board, and health coach interactions, etc.) collected. This enables our data team to draw actionable insights that other competitors simply cannot. We use this information to constantly optimize the program for the best possible health outcomes, and personalize the program for individual participants.</p> <p>Stronger Engagement – Omada members engage an average of 31 times per week via interactions with their health coach, completing lessons, tracking food and activity, engaging with peers, and weighing in.</p> <p>High Participant Satisfaction – When surveyed, 88% of Omada members are satisfied with their program; 77% of members indicated increased satisfaction with their employer as a result of offering Omada and 77% of members indicated increased satisfaction with their health plan as a result of offering Omada.</p> <p>End-to-End Solution – We provide a comprehensive solution for health plans looking to deploy a clinically-supported solution, managing everything from enrollment to reporting to billing, all securely within our data platform.</p>

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	Omada Health is pleased to offer Sourcewell and your members a Performance Guarantee (PG) that includes up to 100% of fees at risk based on clinical metrics. Should we be selected as a finalist for this RFP process, we would be pleased to review our PG arrangement for Sourcewell and how it brings value to you and your membership.
47	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	While Omada does track and report to clients service standards such as speed of answer, member satisfaction etc. Our PG's concentrate on clinical metrics and engagement.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
48	Describe your payment terms and accepted payment methods.	Omada's standard payment terms are 30 days and we accept payment by ACH or check.
49	Describe any leasing or financing options available for use by educational or governmental entities.	N/A. Omada does not offer leasing or financing options for our services.
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.	See the the uploaded documents called SOW and Service Agreements for detailed information.
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?	Because Omada Health is considered a medical provider for the services we provide our clients and their employees, our fees are either submitted as claims through the health plan or invoiced directly. P-card procurement payments do not fit within our model for payments.

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 Sourcwell 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 Sourcwell discounted price) on all of the items that you want Sourcwell 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.	Please see the Sourcwell Pricing file which contains Omada's detailed pricing proposal.
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.	Omada's pricing represents a market competitive offer recognizing the partnership opportunity with Sourcwell to ensure our mutual success.
54	Describe any quantity or volume discounts or rebate programs that you offer.	The pricing Omada has prepared for Sourcwell offers a tiered approach with discounting based on size of the organization. There are 5 tiers broken by the size of eligible employees in the member organization. <1,000, 1,000 to 5,000, 5,000 to 20,000, 20,000 to 80,000 and 80,000+.
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.	N/A. Omada does not provide sourced products or services.
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.	N/A. Omada pricing is all inclusive.
57	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	N/A. Omada provides equipment to members depending on the program in which they are enrolled. Omada provides this equipment and delivery at no cost to the member, the client, or Sourcwell.
58	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	N/A Omada's services include any shipping of materials and devices to members as part of our pricing. There is no separate invoice, billing, or direct charges for these services.
59	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Our programs are all delivered on a digital format.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
60	d. other than what the Proposer typically offers (please describe).	Omada has provided a market competitive pricing schedule to ensure your members receive the most competitive pricing available in the market.

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.	<p>Omada has a robust process for configuring pricing into our internal system and ensuring the pricing is accurate. Controls include defaults at the contract entity level in both Salesforce and our internal system, multiple teams reviewing the ACF (Client Services and RCM), a sign-off requirement for RCM (e.g. every configuration gets a second set of eyes), and a weekly report submitted to Client Services, Customer Success, and other teams to provide visibility into the new configurations.</p> <p>Omada will develop a custom report in our CRM (SalesForce) system to run each quarter to pull all new sales closed that quarter and historically for the year. Additionally, we recommend showing late stage opportunities with anticipated close dates so we can review what's "around the corner". We look forward to discussing this reporting and how we can customize it to bring the most value to Sourcewell.</p> <p>We contract with individual participating entities and our legal & billing teams coordinate the contracting handoff process to ensure proper pricing is operationalized in our billing system reports all sales under the Contract each quarter. As part of our standard process, we run continual auditing to ensure proper pricing, accurate reporting, and other data to ensure 100% compliance with the contract.</p> <p>To ensure Omada remits the proper administrative fee to Sourcewell, our RCM and Accounting divisions manage all. We work with our data and reporting to create reports tracking Admin Fees by contract entity, and accrue for the fees on a monthly basis. Before remitting the fees each quarter, we check it against the accrual and confirm the amounts are consistent before sending it to Sourcewell.</p>
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.	<p>Omada will work with Sourcewell as we develop the Sourcewell specific reporting with metrics that illustrate the level of success with the contract. Some of the metrics we would suggest include:</p> <ul style="list-style-type: none"> Total number of eligible participating entities from Sourcewell Number of valid contacts Number of participating entities contacted through marketing efforts Number of solution meetings set with SW members Number of closed sales Number of engaged Sourcewell member employee participants
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.)	<p>Omada Health proposes an administrative fee* in the form of a per participating employee member payment flat dollar amount that represents the equivalent of 1 - 2% of the contract value.</p> <p>One of Omada's competitive differentiators is our classification as a health provider.</p> <p>* Because Omada is a health care provider, Omada must ensure that any fees paid to Sourcewell are permissible under all applicable laws and regulations, specifically including federal and state anti-kickback statutes. We may require revisions and/or additional language or assurances in this section upon discussion with outside counsel regarding the administrative fee structure.</p>

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>Omada Health is a virtual care program for sustainable behavior change that targets two of the nation's biggest health risks and cost drivers: heart disease and diabetes. Omada treats the full spectrum of obesity-related chronic disease—from prevention to self-management of conditions, inspiring and enabling people to build sustainable habits that improve their health. Omada is the largest CDC-recognized provider of the National Diabetes Prevention Program (DPP) and has enrolled more than 560,000 members into the programs since our founding.</p> <p>Omada offers a suite of personalized behavior change programs designed to help those at risk for obesity-related chronic disease, and common co-morbidities:</p> <p>Omada for Pre-Diabetes & Weight Management Omada for Diabetes (with Physician-Guided Care) Omada for Hypertension Omada for Joint & Muscle Health Omada for Behavioral Health</p> <p>Omada uses rigorous scientific data analysis and machine learning, combined with coaches trained in behavior change techniques, to deliver precision prevention and support of people with chronic conditions. Our best-in-class decision support tools enable our health coaches to deliver the right personalized interventions, at the right time, to each individual participant, thereby deepening efficacy, engagement and outcomes at scale.</p> <p>Our Program Model</p> <p>Omada's programs focus on lifestyle change and give participants the tools they need to build healthy habits and effectively manage their personal health: a professional health coach, weekly lessons with relevant, engaging content, peer support group, and connected tracking devices. Our programs feature included cellular-enabled smart devices, such as scales, glucometers, and blood pressure cuff. Omada also supports Bring Your Own Device capability. Participants can access the Omada program anytime, anywhere, via smartphone (iOS and Android,) computer and tablet.</p> <p>Our programs allow all participants to easily track what they eat, drink, and do (often automatically) each day so their coach can give real-time feedback and insight, while our data science team uncovers unnoticed patterns of behavior. Omada deploys predictive models to identify individuals who are at risk of gaining weight or dropping out of the program. This allows our coaches to reach out with personalized, culturally sensitive messages to re-engage participants and help them problem solve any challenges they are facing in meeting their goals</p> <p>As part of the application and account set up process, participants complete a risk screener and health history and behavior questionnaire. Based upon this assessment, participants are routed to the right program. Omada tailors curriculum and coaching for each.</p> <p>image.png</p> <p>Omada for Pre-Diabetes & Weight Management</p> <p>The Omada for Pre-Diabetes & Weight Management program pairs participants with certified DPP coaches and includes a proprietary Diabetes Prevention Recognition Program approved curriculum focused on four key foundational areas: healthy eating, physical activity, proper sleep habits, and strategies to reduce stress. Our approach to nutritional counseling is grounded in education, portion control and developing mindfulness via tracking and reflection.</p>

Omada for Diabetes and Omada for Hypertension

Omada for Diabetes provides traditional Diabetes Self-Management Education Support with Certified Diabetes Care & Education Specialist Coaches and proactively addresses all seven areas of focus recommended by the American Diabetes Association. Should a participant require clinical support during their journey, the program now features Physician-Guided Care.

Omada for Diabetes, as well as our Hypertension program, follows the same foundation of behavior change that has driven the success of the Omada for Pre-Diabetes & Weight Management program. Participants in the Omada for Diabetes and/or Hypertension programs also benefit from medication adherence support. Health coaches work with participants to identify and overcome barriers to medication adherence, such as the cost of the prescription or negative side effects. Applying clinical protocols recommended by the ACC (American College of Cardiology), AMA (American Medical Association), and AHA (American Heart Association), our coaches provide professional support and resources to improve blood pressure control for participants with hypertension through connected blood pressure monitors, real-time secure messaging, group board discussions, as well as frequent and proactive check-ins.

For participants with diabetes, we leverage connected glucometers, real-time secure messaging, group board discussions, and more frequent check-ins which are infeasible in traditional in-person healthcare. All monitoring data is stored securely within the platform, accessible to each individual participant and his/her health coach. For participants who are self-monitoring their blood pressure or blood glucose, coaches review that data on a regular basis.

Omada was the first and only diabetes coaching solution in the U.S. to fully integrate the power of Continuous Glucose Monitoring (CGM) for all of its participants- through an integrated partnership with Abbott's FreeStyle Libre. Omada believes that this will have clinical significance by improving the participant experience, helping to facilitate behavior change via a lower barrier of use compared to traditional BGMS, provide reliable data to the participant and coach, and help reduce diabetes related complications.

If a participant uploads an alarm value that is dangerously low or high, an Omada care navigator immediately responds to a participant on a 24/7/365 basis. After dangerous values, their personal coach also reaches out to participant with a private message within one business day to ensure that participants understand what may have caused these values and to prevent future occurrences. When necessary, coaches also encourage these participants to reach out to their health care provider if a change in treatment plan may be needed.

image.png

Omada for Joint & Muscle Health

The Omada for Joint & Muscle Health program is virtual physical therapy with a licensed Physical Therapist (PT) and curated digital touch points—transforming a patient's physical therapy experience. Omada for Joint & Muscle Health empowers members with the most accurate form and range of motion assessments and progress through Computer Vision tools and a customized EHR data platform. This technology helps Omada's licensed PTs determine interactive, guided treatments, delivering 3D exercise animations for members to follow for accurate form and progress, customized in-app education, prescribed therapeutic activity (ice/heat/posture), and a host of other tools to help them return to activity safely.

image.png

Not a One-Size-Fits-All Approach

Unlike other musculoskeletal programs on the market, the Omada for Joint & Muscle Health program is the only virtual care solution that can diagnose and treat a specific patient's condition, anywhere in the body, thanks to the combination of the following:

		<p>Artificial Intelligence vision to track physical movement and range of motion Physical Therapist care delivery AI-Powered Computer Vision</p> <p>Though other virtual care platforms offer remote physical therapy sessions, most rely on sensors or wearable devices to track patient's movements and progress - many of which require extra time to input and analyze collected data. Omada's platform uses AI to analyze movements and range of motion via video, generating precise movements almost immediately. This allows our physical therapists the ability to measure progress more accurately, maximizing the effectiveness of the program for the patient.</p> <p>image.png</p> <p>Computer Vision provides an objective measure of range of motion while providing the visual data that PTs are trained to assess for quality. It's easy to use for patients, and records video that PTs can review later, providing both quantitative and qualitative data.</p> <p>While sensors used by other MSK solutions can make the patient feel like they're getting value, they are less accurate than the sensors that are already in your pocket. It is for this reason, we leveraged this easily accessible technology for our assessments.</p> <p>Clinician Care Delivery</p> <p>The Omada for Joint & Muscle Health program uses actual clinicians to deliver care. Our physical therapists can treat MSK conditions across the full spectrum of care: from acute to chronic and to post-surgical concerns. Because our program is led by clinicians, we can address musculoskeletal conditions anywhere in the body, where other MSK programs can only address certain areas of the body. such as neck and back.</p> <p>image.png</p> <p>We also provide all the equipment a patient will need to follow their care plan at home, like elastic bands and door anchors, but treatment starts day one even before the exercise kit arrives.</p> <p>Omada for Behavioral Health (now embedded within all of our programs) The Omada for Behavioral Health program incorporates clinically validated, evidence-based methods to help people build healthy, productive patterns and cope more effectively in difficult times. Omada providers use Cognitive Behavioral Therapy (CBT), mindfulness, and distress tolerance techniques to help individuals.</p>
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Digital Health, Telehealth, Virtual Care, DPP, Diabetes Prevention Program, Diabetes Management, Hypertension Management, Virtual Physical Therapy, Physical Therapy, Tele-behavioral Health. Omada also works with a leading infertility vendor and we can integrate those services into our sales, marketing, reporting and billing offering should Sourcwell desire.</p>

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	<p>Omada offers services. Our programs do include some equipment, such as a web enabled scale for our prevention program. Note these items are all provided at no additional cost to Sourcwell member company's employees who participate in our programs.</p>

67	Digital health coaching	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>All of the Omada programs feature : health coaching. Omada's programs are specifically aimed at driving long lasting behavior change, and coaches assist participants with goal setting and support to achieve those goals.</p> <p>The premise of all of our programs is to stimulate and sustain behavior change that leads to long-lasting and clinically meaningful improvement in overall health. We provide all of the elements necessary to support behavior change, including dedicated health coaching, peer support, an engaging curriculum, and the appropriate tools, trackers, and technologies to help form new habits and/or modify existing habits that may not be serving the participant.</p>
68	Engagement and utilization applications and platforms	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Although Omada offers a digital program utilizing innovative technology, it's about people first and foremost. All of Omada's enrollment marketing campaigns are unique to the specific client population to ensure maximum reach and engagement. We utilize different channels to target different sectors of the population, including email marketing, newsletters, digital ads, intranet, mailers, flyers, napkins, and health fairs.</p> <p>Engagement and Intervention Modality</p> <p>The Omada Program is specifically designed to be scalable and flexible in its delivery to meet the needs of a wide range of individuals across all ages and demographics. Participants access the program online at home, work, while traveling, or even if they move to a new home/city during the course of the program. The program is widely installed across the United States today and given our extensive network of health coaches, digital format, and scalability we can easily serve members across the U.S., including those in rural areas.</p> <p>Additionally, members can access the Omada Program from any type of device, including smart phone, laptop computer, desktop computer, and tablet. In addition to our iPhone and Android apps, which are at parity with our web-based version of the program, all content is designed to adapt to different screen sizes by employing responsive screen design. Participants can log into their accounts from their phones, computers, or tablets interchangeably throughout their participation.</p>
69	Risk management solutions	<input type="radio"/> Yes <input checked="" type="radio"/> No	<p>While Omada's programs do mitigate risk around chronic health conditions, we do not provide traditional risk management/insurance solutions.</p>
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	<p>Omada offers the following condition specific programs:</p> <p>Omada for Diabetes Prevention and Weight Management Omada for Diabetes (Type 1 and Type 2) Omada for Hypertension Omada for Joint and Muscle Health</p>
7	Services and technology related to the offering of the solutions described in Lines 66-70 above.	<input type="radio"/> Yes <input checked="" type="radio"/> No	

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 () document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one () 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](#) - SW Pricing -2022 ().pdf - Thursday January 27, 2022 3: 2:06
- [Financial Strength and Stability](#) - Omada Health, Inc. Financial Statements - 2020 (PwC Audit Opinion).pdf - Wednesday January 26, 2022 23:53:46
- [Marketing Plan/Samples](#) - O 2022 Omada Campaign Overview.pdf - Thursday January 27, 2022 0:37:32
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information (optional)
- [Standard Transaction Document Samples](#) - resourcewellrpfomadaservicesallcontractrevie.zip - Thursday January 27, 2022 00:0 :42
- [Upload Additional Document](#) - Sourcewell - Omada Additional Documents.zip - Thursday January 27, 2022 :20:29

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 Perrin, Senior Counsel, Omada Health, Inc.

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
Addendum_4_Digital_Health_Products_Solutions_RFP_012722 Thu January 20 2022 04:00 PM	<input checked="" type="checkbox"/>	4
Addendum_3_Digital_Health_Products_Solutions_RFP_012722 Wed January 19 2022 08:35 AM	<input checked="" type="checkbox"/>	5
Addendum_2_Digital_Health_Products_Solutions_RFP_012722 Mon December 27 2021 10:56 AM	<input checked="" type="checkbox"/>	3
Addendum_1_Digital_Health_Products_Solutions_RFP_012722 Tue December 21 2021 03:03 PM	<input checked="" type="checkbox"/>	2