

**Solicitation Number: 111623****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Medefy Health Inc., 15 E. 5th St., 27th Floor, Tulsa, OK 74103 (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 Employee Benefits Administrative Software Platforms; Member and Provider Advocacy Services; Transparency, Fraud, Waste and Abuse Products and Related Services 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.

EXPIRATION DATE AND EXTENSION. This Contract expires February 5, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

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

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

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

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

3. PRICING

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

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

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

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

- Identify the applicable Sourcewell contract number;

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized

subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

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

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

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

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

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 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, performance issues, 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 Sourcwell 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;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell 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 Sourcwell, the Supplier will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted

price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal 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 Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

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

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

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

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

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

11. INDEMNITY AND HOLD HARMLESS

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

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

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

- a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the 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. *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, or marketing, with Participating Entities which utilizes Sourcewell's name and/or logo must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

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

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

18. INSURANCE

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

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

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

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

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

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

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-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 Sourcwell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcwell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

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

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Supplier agrees to list Sourcewell 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 insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. 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 Sourcwell if this certification changes at any time.

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

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

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

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

the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

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

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

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

Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

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

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

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

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

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

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and

records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

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

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

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

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

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

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

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

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

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

22. CANCELLATION

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

Sourcewell

Medefy Health Inc.

DocuSigned by:
Jeremy Schwartz
By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 2/5/2024 | 10:17 AM CST

DocuSigned by:
James Barsness
By: BD8B77627B894BB...
James Barsness
Title: CRO/CFO
Date: 2/5/2024 | 7:52 AM PST

RFP 111623 - Employee Benefits Administrative Software Platforms; Member and Provider Advocacy Services; Transparency, Fraud, Waste and Abuse Products and Related Services

Vendor Details

Company Name: Medefy Health Inc.
Address: 15 E. 5th St.
Suite 2701
Tulsa, OK 74103
Contact: Mona Jenkins
Email: mjenkins@medefy.com
Phone: 833-649-6823
HST#:

Submission Details

Created On: Wednesday October 18, 2023 11:11:18
Submitted On: Thursday November 16, 2023 15:55:50
Submitted By: Amanda Volner
Email: avolner@medefy.com
Transaction #: e82114ed-a6dc-41d9-ae6d-f0803ab6a115
Submitter's IP Address: 98.188.106.116

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcwell 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")	Medefy Health Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	None
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	f/k/a Medefy Health, LLC
4	Provide your CAGE code or Unique Entity Identifier (SAM):	VCF2UZ74D7Z8
5	Proposer Physical Address:	15 E 5th St 27th Floor, Tulsa, OK 74103
6	Proposer website address (or addresses):	medefy.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):	James Barsness CRO/CFO 15 E 5th St 27th Floor, Tulsa, OK 74103 jbarsness@medefy.com 214.471.7982
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Amanda Volner Director of Sales 15 E 5th St 27th Floor, Tulsa, OK 74103 avolner@medefy.com 405.365.3405
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Mona Jenkins Legal and Corporate Compliance Specialist 15 E 5th St 27th Floor, Tulsa, OK 74103 mjenkins@medefy.com 918.639.1766

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>The Medefy platform was launched in 2018 with the mission to demolish the barriers between healthcare and those who need it. We believe that people shouldn't need to be a healthcare system expert to find high value care that's right for them and their loved ones. Since 2018, we've brought that mission to over 1,600 employers and their 300,000 members.</p> <p>Medefy believes that times have changed, and that the member benefit experience should too. Today's consumer has a new action path based in our now automated world. Members demand a modern experience that's streamlined and intuitive, like every other aspect of life. Interacting with a member's benefits in an outdated way creates a tremendous barrier to access care and to spend healthcare dollars wisely.</p> <p>Medefy's core values boldness, integrity, and teamwork are woven throughout each thread of our organization. We boldly solve problems in new ways. Our words and actions match up because we believe in accountability, honesty, and consistency with our team, our clients, and our users. Finally, teamwork is how we thrive and work together to deliver the best for everyone we serve.</p>
11	What are your company's expectations in the event of an award?	Medefy's expectation in the event of an award is to further enhance our brand presence within the public sector, to streamline the procurement process for our prospective public sector clients, and ultimately increase our public sector market share with this competitive advantage.
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>Medefy is a national company serving over 1,600 employers and nearly 300,000 members spread across all 50 states. Annual customer retention rates have been near 100% since we launched our platform, demonstrating our stability and consistency as a company.</p> <p>Medefy's balance sheet is free of debt, with over \$10mm of excess liquidity on hand to support growth initiatives. Furthermore, Medefy is supported by several institutional investors (with nearly \$1B in capital under management) who are ready to support the company's growth initiatives, as necessary.</p>
13	What is your US market share for the solutions that you are proposing?	2.5%
14	What is your Canadian market share for the solutions that you are proposing?	N/A
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No
16	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. 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? 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>Medefy is best described as a service provider.</p> <p>Our entire service force is comprised of employees of Medefy. The majority of our sales force is comprised of employees of Medefy, however we also contract with independent sales representatives who act as lead generating agents and are employees of a third party or third parties.</p>
17	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.	Medefy currently has the following certifications, SO2 Type 2 and HIPAA.
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None. Medefy has not any suspension or debarment applied to our organization.

Table 3A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
19	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>The Medefy service aims to bring the entire healthcare experience into one intuitive and human platform. Here, we believe that simplicity drives success. Delivering a centralized experience backed by a real, human, and expert Care Team delivering in-the-moment help (24/7) through member-level personalized guidance (before, during, and after care). All enhanced by multi-channel, proactive communication designed to drive member behavior change. Key components of the Medefy platform are as follows:</p> <ul style="list-style-type: none"> • Centralized benefits experience through mobile platform: Medefy takes all pieces of the benefits plan and integrates them into one tidy, centralized app hub, making member access and decision-making simpler (and maximizing utilization of the great point solutions already included in the plan). <ul style="list-style-type: none"> o Everything in one easy-to-access place – All relevant information and access to your plan point solutions (e.g. plan documents, phone numbers, access cards, overviews, etc.) in a single place accessible through face ID. o Real-time accumulators – Know the numbers instantly. Let members know exactly how much their co-insurance amount is and what they've paid toward their deductibles and out-of-pocket maximums. o Benefit card access – Eliminate the "I-lost-my-card-again" dilemma thanks to a digital benefit card wallet that's always at members' fingertips. o Push notifications – Reach them on-the-go and in-the-moment. Our unique message engine is designed to communicate, remind, incentivize, and provide tools geared toward member-specific needs and programs best suited for them. • Real-time benefits navigation - Medefy delivers 24/7, in-the-moment navigation from our expert Care Team (real humans, never bots). With an average response time of under 45 seconds, our Tulsa-based Care Team meets members where they are and right when they need us. The Medefy Care Team delivers this real-time assistance through every stage of the healthcare journey and removes all the heavy lifting for a member. From assisting with the selection of a new provider, scheduling the initial physician visit, to a subsequent imaging appointment, surgery, or rehabilitation, and including prescriptions along the way, the Medefy Care Team is there, ensuring our members are consistently making good healthcare decisions throughout the entire healthcare continuum. <ul style="list-style-type: none"> o Proactive outreach – Help members before they even know they need it. Care Guides provide help and guidance throughout the entire healthcare continuum (before, during, and after care). o Appointment scheduling – Stop the stall on decision-making. Care Guides work one-on-one with plan members to coordinate, schedule, and follow up on appointments. o Referral management – Streamline the referral runaround. Care Guides provide compassionate guidance and support to get users the care they need. o Provider clarity – Care Guides are constantly working to guide members to the care they need from providers and point solutions in the plan. o EOB/Medical bill review – Snap a pic and get support. Our app's HIPAA-compliant camera feature allows members to share bill images instantly with a Care Guide to get the help they need. • Member engagement – Medefy's Member Marketing team provides full-service, multi-channel, and automated marketing campaigns designed to affect member behaviors, drive unmatched engagement and deliver actionable results. The program is designed around the Stanford University-backed Fogg Behavior Change Model. These campaigns are constantly tracked for effectiveness (open rates, app activity, etc.) and modified by our team to maximize impact, which is vastly different from self-service marketing portals containing generalized content utilized by others. <p>Our multi-channel campaigns include email, push notifications, print materials, and SMS and are designed to remind, incentivize, and provide tools geared toward supporting member-specific needs with the ability to target populations based on age, gender, chronic conditions, gaps in care, open enrollment support, prescription savings opportunities, wellness, and more.</p>
20	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Benefits and program guidance, employee benefits navigation, benefits navigation, concierge guidance.

Table 3B: 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	
21	Employee Benefit Administration digital platforms	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
22	Transparency, fraud, waste and abuse services related to healthcare expenditures	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
23	Member Services and health care navigation: claims advocacy, eligibility verification, benefit and program guidance, referral support, claims assistance	<input checked="" type="radio"/> Yes <input type="radio"/> No	Medefy provides an employee benefits navigation platform that helps members navigate their healthcare benefits, provides 24/7 guidance and support, delivers referral coordination, claims assistance, and benefit coverage verification.	*
24	Claims utilization management; prior authorization, concurrent reviews and claims appeals management	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*

Table 4: 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 *	
26	Describe any performance standards or guarantees that apply to your services.	<p>Medefy will provide the following performance guarantees:</p> <p>Initial Response Time - Medefy shall respond to initial, inbound member messages received on the Platform within an average of five (5) minutes.</p> <p>Average User Rating - This guarantee will be measured on those ratings flowing through the App. This metric excludes the first quarter after launch and ratings based upon acts or omission of Client or any other event beyond the reasonable control of Medefy.</p> <p>98% Service Uptime - The Medefy app is accessible 24/7, subject to certain restrictions covered in the SLA attachment included with our Standard Transaction Document Samples, though these SLA guarantees are specific to Sourcewell.</p>	*
27	Describe your customer satisfaction measuring tools and uses of the information.	<p>Our goal is to help our clients unlock the vast potential of their benefits program by empowering the people within it and teams that represent it. Here at Medefy, we conduct a series of surveys to ensure we are delivering first-in-class services to our partners, customers, and members and have a pulse on the market to identify opportunities for new innovative products.</p> <p>CSAT & NPS Surveys</p> <p>With a current CSAT Score of 100 and NPS Score of 85, we encourage our partners and customers to participate in our quarterly CSAT & NPS surveys. These surveys ask a series of questions to gauge the customer experience, identify areas of opportunity, and calculate our CSAT and Net Promotor Score. We construct our surveys to include a few questions that do not require a substantial amount of time and include an open feedback section. Feedback and results are shared with each department at Medefy, takeaways from our results are actioned off to improve the customer and member experience, enhance products, and be considered for new product developments.</p> <p>In App Surveys</p> <p>We encourage our members/end-users to rate their experience in the App. Results are captured, monitored, tracked, and included in our customer facing reporting package. Having a pulse on our member experience allows our team to identify areas for improvement, product enhancements, highlight wins from our Navigation services, and provide direct feedback to our customers, brokers, and partners regarding the plan design.</p>	*

Table 5: Pricing Offered

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

Table 6: Payment Terms and Financing Options

Line Item	Question	Response *	
29	Describe your payment terms and accepted payment methods.	Medefy's standard term is net 30 and is invoiced on the first of each month. We currently accept ACH and checks as methods of payment.	*
30	Describe any leasing or financing options available for use by educational or governmental entities.	Medefy does not currently offer leasing or financing options, as it would not be applicable to a SaaS product.	*
31	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.	Medefy utilizes a client order form that includes our standard terms and conditions. Additionally, we are extending unique service level agreements to Sourcewell members.	*
32	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?	Medefy does not currently accept the P-card procurement and payment process. We accept ACH and check transactions.	*

Table 7: 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 *
33	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.	<p>Medefy operates on a flat PEPM (per employee per month) pricing model. Any pricing concessions or discounts are applied as a % off of our flat PEPM. We have a minimum monthly amount of \$1,800.</p> <p>Additionally, we have a one-time implementation fee that ranges between \$7,500 (standard) and \$20,000 depending on the type of implementation. Non-standard implementations may include white labeling, co-branding, and other complex custom builds.</p> <p>The following line-item services are available for purchase via the Sourcwell agreement:</p> <p>Medefy Centralization, Navigation, and Engagement Platform - Core Service Integrated Virtual Urgent Care/General Telemedicine - Add-on solution Integrated Virtual Behavioral Health - Add-on solution Incentive Program - Add-on solution Ad-hoc Direct Mail Campaigns - Add-on solution</p> <p>Detailed pricing table provided as an attachment.</p>
34	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.	<p>Our pricing discount represents 15% off of our standard list price for our core offering and 10% off of our add-on services for entities with over 300 plan enrolled employees. Additionally, we have reduced our monthly minimum amount by 15%.</p> <p>We are waiving our standard one-time implementation fee, with a 100% discount.</p>
35	Describe any quantity or volume discounts or rebate programs that you offer.	In cases where the plan enrolled membership exceeds 5,000 employees, Medefy will offer an additional % discount. Additionally, Medefy will at its own discretion provide discounts on implementation fees.
36	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
37	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.	<p>Medefy has a one-time implementation fee that ranges between \$7,500 and \$20,000 depending on the type of implementation.</p> <p>Any data integration fees associated with a third-party data provider are the responsibility of the client entity.</p>
38	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 - Medefy Health Inc. provides a SaaS (software as a service) to health plans and its membership. It is highly accessible as a no cost digital download via the Apple app and Google Play stores.
39	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	N/A - Medefy Health Inc. provides a SaaS (software as a service) to health plans and its membership. It is highly accessible as a no cost digital download via the Apple app and Google Play stores.
40	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Medefy Health Inc. provides a SaaS (software as a service) to health plans to be purchased via the public procurement process, however the enrolled plan membership will have ease of access, familiar no-cost download process via the Apple app store or Google Play store, and simple registration.

Table 8: Audit and Administrative Fee

Line Item	Question	Response *
41	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.	Any contracts with Sourcewell participating entities will be tied to the Sourcewell pricing during the sales process. Medefy has contracts and compliance practices to ensure compliance with active contract requirements. Reporting requirements will be added to Medefy's compliance workflow to ensure that quarterly reports, which include required contract details, and quarterly payments are submitted to Sourcewell within 45 days of the end of each quarter. Additionally, updated certificates of insurance will be added to Medefy's compliance workflow and submitted Sourcewell annually.
42	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.	If awarded, Medefy intends to track the following internal metrics as it relates to Sourcewell: Qualified Pipeline Opportunities by Month/Quarter/Annual Contracts by Month/Quarter/Annual Contracted Annual Recurring Revenue
43	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.)	Medefy proposes a 3% (as a percentage of our Sourcewell entity annual recurring revenue) administrative fee to Sourcewell. Medefy Inc.'s pricing model is a flat PEPM (per employee per month). *As an example, a government entity may have a plan enrolled membership of 50,000 employees (enrollees may fluctuate month to month based on eligibility). The Sourcewell discounted PEPM multiplied by the number of plan enrolled employees, multiplied by 12 months would be our annual recurring revenue. The Sourcewell administrative fee would be 3% of that total. In this example that 3% would equate to ninety one thousand and eight hundred dollars.

Table 9: Industry Recognition & Marketplace Success

Line Item	Question	Response *
44	Describe any relevant industry awards or recognition that your company has received in the past five years	Medefy has been recognized by Inc. 5000 in both 2022 and 2023. In 2022, we were named the 146th fastest growing organization in the United States and in 2023 we were named the 288th. In 2022 and 2023 we also were honored to receive the OSU Cowboy 100 award. The Cowboy 100 is a celebration to acknowledge the business and leadership achievement of OSU graduates where both of our co-founders are alumni. In 2022, Medefy was recognized by the Oklahoma Venture Forum as Venture of the Year. The Oklahoma Venture Forum is the state's preeminent organization fostering innovation and economic growth. Additionally, we were recognized for our standout marketing achievement by the American Advertising Federation and awarded Website of the Year 2022.
45	What percentage of your sales are to the governmental sector in the past three years	60%
46	What percentage of your sales are to the education sector in the past three years	6%
47	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?	Medefy does not currently hold any other cooperative purchasing contracts, state or otherwise.
48	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?	Medefy does not currently hold any GSA or SOSA contracts.

Table 10: Top Five Government or Education Customers

Line Item 49. 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 *
N/A	Government	Oklahoma - OK	White Label, Centralization, Navigation, & Engagement Platform and MedefyRx	95,000 employees	\$9,072,000
N/A	Education	Georgia - GA	Centralization, Navigation, & Engagement Platform	220 employees	\$43,200
N/A	Non-Profit	Nebraska - NE	Centralization, Navigation, & Engagement Platform	377 employees	\$64,800
N/A	Education	Oklahoma - OK	White Label, Centralization, Navigation, & Engagement Platform	6,771 employees	\$612,000
N/A	Government	Oklahoma - OK	Centralization, Navigation, & Engagement Platform and Integrated Virtual Urgent Care	510 employees	\$73,440

Table 11: References/Testimonials

Line Item 50. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *
Oral Roberts University	Tracy Gillean	918.495.6161
City of Claremore	Ashley Hickman	918.283.8203
Delaware Nation Industries & Delaware Nation Investments	Wyatt Ticer	405.815.3145

Table 12: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcwell 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 *
51	Sales force.	<p>The current Medefy sales force is comprised of ten full-time sales executives (including current open positions), a Director of Sales, and a Chief Revenue Officer. Each member of our sales force has vast experience in sales and employee benefits. This sales team is located throughout the United States and is designed to provide in-geography resources to all areas.</p> <p>Medefy also has a team of five (and growing) dedicated Customer Success personnel to ensure our customers enjoy a world-class experience with our platform. These personnel act as additional resources to our Sales Team to help potential customers during their buying process by providing real-world examples of how our platform has solved problems they are facing and ensuring confidence that Medefy will fully support them during the entire customer journey.</p>

52	Dealer network or other distribution methods.	<p>Medefy contracts with a public sector consulting firm comprised of former state chief procurement, administration, and information officials to network and introduce the Medefy solution to various government executives. The firm has 10 seasoned government executives who meet with over 100 individual governments annually in addition to attending 8 public sector conferences.</p> <p>Additionally, Medefy contracts with ISR's (independent sales representatives) with an organization specializing in public sector employee benefits services.</p> <p>Finally, we have channel partner relationships with several hundred employee benefits consultants (brokers) across the US. These channel partners serve local government, education, and non-profit employers within the Sourcewell community. Their promotion of the Medefy platform acts to significantly extend the reach and increase the effectiveness of our Sales Team.</p>	*
53	Service force.	<p>Medefy's service force entirely consists of full-time employees that are predominantly located in Tulsa, OK, but all of which are located inside the United States.</p> <p>Project Management (4) - New customers start their Medefy journey with our Project Management team. This team currently consists of 4 full-time employees that are in charge of our onboarding process and any future customer-initiated projects. Through this dedicated team, Medefy ensures customers enjoy a seamless, hassle-free, and on-time onboarding.</p> <p>Customer Success (5) - Subsequent to the onboarding process, customers are introduced to our Customer Success group that is 100% dedicated to being a single point of contact within Medefy. This group acts as a customer advocate and delivers performance reports on a regular cadence. Medefy's Customer Success team currently consists of 5 Full-time employees.</p>	*
54	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>All orders are facilitated by a member of our Sales team. Medefy utilizes a cloud based software for client agreement management and distribution for viewing/signing. Once a prospective client is in the buying stage, a member of the Medefy sales team becomes involved for order processing to ensure all required information is gathered.</p>	*
55	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Medefy's customer service program is broken up into two unique experiences:</p> <p>Customer Success- Subsequent to the onboarding process, customers are introduced to our Customer Success group that is 100% dedicated to being a single point of contact within Medefy. This group acts as a customer advocate and delivers performance reports on a regular cadence. They partner with each client on strategic initiatives and goals to ensure we're addressing the unique needs and challenges of each client. Medefy is committed to an average customer response time of one business day.</p> <p>Member Experience - Medefy delivers 24/7, in-the-moment navigation from our expert Care Team (real humans, never bots). With an average response time of under 45 seconds, our Tulsa-based Care Team meets members where they are and right when they need us. The Medefy Care Team delivers this real-time assistance through every stage of the healthcare journey and removes all the heavy lifting for a member. From assisting with the selection of a new provider, scheduling the initial physician visit, to a subsequent imaging appointment, surgery, or rehabilitation, and including prescriptions along the way, the Medefy Care Team is there, ensuring our members are consistently making good healthcare decisions throughout the entire healthcare continuum.</p>	*
56	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>Medefy currently provides services to over 1,600 entities across all 50 states in the US.</p>	*
57	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>Medefy primarily serves employer (including public sector employers) sponsored health plans in the United States. Our services are not applicable in Canada.</p>	*
58	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	<p>Medefy currently provides services across the United States and has no identified geographies where we wouldn't provide services. Our services are not applicable to Canada.</p>	*
59	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?	<p>Medefy currently has no limitations preventing us from serving any Sourcewell participating sector.</p>	*

60	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no contract requirements or restrictions that would apply to entities in Alaska or Hawaii.	*
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Table 13: Marketing Plan

Line Item	Question	Response *	
61	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>Sales Team – Medefy’s sales team deploys specific strategies aimed at generating meetings and demos with target groups. If awarded, the Sourcewell contract would be added to this team’s strategy playbook to promote smooth procurement cycles.</p> <p>Public sector consulting firm – Medefy’s public sector consulting firm meets regularly with state and local governments and education entities to promote Medefy. If awarded, the Sourcewell contract would become the primary procurement strategy for this firm.</p> <p>Digital Marketing – Medefy leverages a tech stack designed specifically around identifying target audiences and efficiently serving them relevant and engaging content. This content is tailored to specific buying personas and their unique challenges (including public sector personas) and consists of powerful case studies, resonating imagery, video, and relatable verbiage that showcases the effectiveness and benefits of Medefy’s solutions. Medefy deploys this content primarily through online targeting and retargeting strategies. If awarded, the content strategy can be tailored to promote and demonstrate the value of the Sourcewell contract.</p> <p>Medefy’s digital content is designed to add value to our audiences through a visually compelling and educational approach as part of the customer journey.</p> <p>Medefy is excited about and would be proud to tout that we hold a coveted Sourcewell contract. We understand the critical nature of reducing as much friction as possible in the procurement process for public entities and will incorporate and promote the Sourcewell brand within our public sector strategy, as allowable by Sourcewell. This may include, but is not limited to co-branded marketing materials, table toppers at conferences and events, social media announcement, targeted email announcement campaign, re-targeting cold opportunities with the Sourcewell contract as a headache free procurement method, and case study data specific to Sourcewell members for Sourcewell members.</p>	*
62	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Medefy utilizes our customer relationship management (CRM) software to act as the hub of our marketing tech stack. Our CRM leverages digital data to primarily (1) identify and deliver content to target audiences with personalized messages and (2) reach desired outcomes.</p> <p>From an identification standpoint we utilize digital information from our sales intelligence software and website to locate and nurture key audiences through our sales funnel. Through segmentation and personalization we create a customized and premium customer journey. This data is further enriched through email verification and our CRM software to better ensure accuracy.</p> <p>From an effectiveness standpoint, we leverage different channels with individualized KPI's that compliment our marketing and sales strategies by syncing data through Google and Meta pixels with our CRM platform. By using personalized metrics for each channel, we're able to effectively create and perfect our content and customer journey with our key audiences.</p>	*

63	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>In Medefy's view Sourcewell plays a valuable role promoting our service on the Sourcewell website and assisting us in narrowing our public sector prospecting targets by continuing to maintain the list of Sourcewell participating entities.</p> <p>Medefy is excited about and would be proud to tout that we hold a coveted Sourcewell contract. We understand the critical nature of reducing as much friction as possible in the procurement process for public entities and will incorporate and promote the Sourcewell brand within our public sector strategy, as allowable by Sourcewell. This may include, but is not limited to our sales team utilizing co-branded marketing materials, table toppers at conferences and events, and re-targeting cold opportunities with the Sourcewell contract as a headache free procurement method.</p> <p>We will integrate a Sourcewell awarded contract into our sales process in a variety of ways as follows:</p> <p>Ensure our sales team, independent sales representatives, and public sector consulting firm partner mentions the Sourcewell contract early in the sales process so our prospects are aware early there is a clear procurement path, free of the RFP and political headache that is typical in public sector purchasing and delivers preferred pricing.</p> <p>Ensure our employee benefits consultant (broker) channel partners are made aware in the prospecting process that we hold this unique method to procure our services and provides a better discount than what they would be able to achieve on their own for their clients.</p> <p>Re-target cold/lost previous public sector opportunities with a new method to procure.</p>	*
64	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>Medefy provides a SaaS (software as a service) to health plans to be purchased via the public procurement process, however implementing Medefy for members (end users) requires employee benefits data (eligibility, plan design, network, etc.) in order to deliver a user experience hyper-personalized.</p> <p>The Medefy platform is highly accessible to the plan membership with a familiar no-cost download process via the Apple app store or Google Play store, and simple registration.</p>	*

Table 14: Value-Added Attributes

Line Item	Question	Response *
65	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.	At Medefy we say, "educated consumers not required." Our platform is simple to use, intuitive, and members have an expert in their plan available to them 24/7 to chat with if they need assistance. Client or member training isn't necessary, however we do provide open enrollment and health fair materials, short video how to's, and FAQ's.
66	Describe any technological advances that your proposed products or services offer.	Medefy leverages artificial intelligence and machine learning to provide our services at scale to our customers. This technology was developed both in-house and in partnership with major contributors to this technology. However, this technology is currently utilized in a "human in the loop" design to maximize user experience and satisfaction.
67	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.	N/A
68	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
69	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.	Medefy currently does not hold any of the associated certifications.
70	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?	Medefy is differentiated by our unique blend of centralization, navigation, and engagement. In an increasingly automated world, we aim to delight our client's members with a modern, intuitive, yet human benefits experience. Our Care Team is comprised of real humans, no bots, who are available 24/7. They respond at an average of under 45 seconds providing "in the moment" support and guidance. Additionally, our Care Team is involved before, during, and after an episode of care. We engage members before an episode of care to remind them of the concierge support they have available to them. During an episode of care we guide them to make good healthcare decisions and follow up consistently to ensure they continue to. One visit to a physician could lead to costly imaging, surgery, etc. in or out of network. We provide guidance according to the associated health plan at every step so both the member and the plan save.

Table 15: Industry Specific Questions

Line Item	Question	Response *
71	Describe how your platform supports API integrations.	Medefy leverages data integrations through a variety of sources, including APIs, on a regular basis to enrich the member experience. Our data integrations teams can integrate existing data sources into the application as part of the on-boarding process.
72	Describe your customer self-service capabilities.	Managing and running a plan design isn't easy, that is why Medefy Customers have a dedicated Customer Success representative fueled by layers of support teams to ensure ongoing success. We don't expect customers to be experts in our product, we empower teams to unlock the vast potential in their own. Monthly standing meetings are scheduled with Customer Success to cover initiatives, goals, objectives, insights, KPIs, strategize, discuss product updates, enhancements, and requests. Our white glove service model is customized to the needs of each unique Customer we serve.
73	Does your technology provide portals for different stakeholders? Describe the standard support model for members, employees, brokers and partners.	<p>Members</p> <p>Members have OnDemand 24/7 access to live Care Guides that are trained experts on each unique plan design. Members can chat with a live Care Guides who assists with benefits related questions, scheduling, and episodes of care for the entire family. Conversations do not time out and logs of each case can be accessed seamlessly 24/7. Each plan component and point solution carefully designed by our customers, brokers, and partners can be accessed through our centralized seamless App experience.</p> <p>Employers & Brokers</p> <p>Data is the gift that keeps on giving. Customer Success schedules monthly standing meetings to cover KPIs, reporting, member feedback, and actionable insights customized to the goals of each individual Customer, Broker, and Partner. Customized communication campaigns are utilized as a vehicle to achieve goals and support ongoing initiatives. Reporting is modeled to share the narrative and the Customer Success team provides ongoing suggestions and execution in order to achieve goal attainment.</p> <p>Partners</p> <p>We are better together. Medefy conducts a needs analysis during Onboarding and integrates each point solution that is carefully designed by our Customer and Broker partners. We architect customized workflows to provide adequate support for our partners supported by Care Team scripting, prompts, communication campaigns, and real-estate in the App for a seamless member and partner experience.</p>

Exceptions to Terms, Conditions, or Specifications Form

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

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- [Pricing](#) - Pricing.pdf - Thursday November 16, 2023 15:26:23
- Financial Strength and Stability (optional)
- [Marketing Plan/Samples](#) - Customer Marketing 4.zip - Thursday November 16, 2023 15:27:16
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information (optional)
- [Standard Transaction Document Samples](#) - Medefy Standard Transaction Documents and Sourcewell SLA.zip - Wednesday November 15, 2023 16:16:41
- [Requested Exceptions](#) - RFP_111623_Employee_Benefits_Administrative_Software_Platforms_Contract_Template_.pdf - Thursday November 16, 2023 15:33:52
- [Upload Additional Document](#) - Member Marketing Materials_Engagement.zip - Thursday November 16, 2023 15:36:40

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. - Amanda Volner, Director of Sales, Medefy 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_6_RFP_111623_Employee_Benefits_Administrative_Software_Platforms Wed November 8 2023 04:15 PM	<input checked="" type="checkbox"/>	3
Addendum_5_RFP_111623_Employee_Benefits_Administrative_Software_Platforms Mon October 30 2023 04:34 PM	<input checked="" type="checkbox"/>	2
Addendum_4_RFP_111623_Employee_Benefits_Administrative_Software_Platforms Mon October 30 2023 08:13 AM	<input checked="" type="checkbox"/>	2
Addendum_3_RFP_111623_Employee_Benefits_Administrative_Software_Platforms Tue October 24 2023 09:00 AM	<input checked="" type="checkbox"/>	2
Addendum_2_RFP_111623_Employee_Benefits_Administrative_Software_Platforms Wed October 18 2023 04:38 PM	<input checked="" type="checkbox"/>	1
Addendum_1_RFP_111623_Employee_Benefits_Administrative_Software_Platforms Mon October 2 2023 03:50 PM	<input checked="" type="checkbox"/>	2