

**MASTER AGREEMENT #072225****CATEGORY: 1 and 3 – Virtual Behavioral Health Therapy and Related Services****SUPPLIER: Talkspace Inc.**

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Talkspace Inc., 622 3<sup>rd</sup> Ave., Suite 6, New York, NY 10017 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

**Article 1:  
General Terms**

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.
- 2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.
- 3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.
- 4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on September 26, 2029, unless it is cancelled or extended as defined in this Agreement.
- a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
- b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
1. **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #072225 to Participating Entities. In Scope solutions include: Virtual Behavioral Health Therapy and Related Services for the following categories:
- a. **CATEGORY 1. General Public Entity Employees and Citizens;**
    - i. Psychology, Social work, or Special Education Services;
    - ii. Behavioral, Emotional, or Mental Health Counseling including but not limited to: video sessions, phone or text sessions, self-guided or self-help programs;
    - iii. Crisis support, suicide prevention; and
    - iv. Assessment or diagnostic services.
  - b. **CATEGORY 3. K-12 and Higher Education Students and Faculty; Speech and Occupational Therapy;**
    - i. Psychology, Social work, or Special Education Services;
    - ii. Behavioral, Emotional, or Mental Health Counseling including but not limited to: video sessions, phone or text sessions, self-guided or self-help programs;
    - iii. Crisis support, suicide prevention;
    - iv. Assessment or diagnostic services;
    - v. Speech; and
    - vi. Occupational Therapy.
  - c. Management, administration, personnel, tools, equipment, supplies, reporting, technical assistance or support, training, and technology related or incidental to the offering of the solutions described in a.-b. above.
- 7) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 8) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 9) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.

10) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcwell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.

11) **Open Market.** Supplier's open market pricing process is included within its Proposal.

**12) Supplier Representations:**

i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.

ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.

iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

13) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcwell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

14) **Debarment and Suspension.** 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 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 Agreement. Supplier further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time during the term of this Agreement.

15) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement 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 Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements 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.

ii) **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 comply with all applicable Davis-Bacon Act provisions.

iii) **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, 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 Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **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 Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **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 Agreement it will comply with applicable requirements as referenced above.

vi) **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.

vii) **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).

viii) **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.

- ix) **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.
- x) **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.
- xi) **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 Agreement 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.
- xii) **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.
- xiii) **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.
- xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement 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 Agreement or any purchase by an authorized user.
- xv) **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 Agreement or any purchase by a Participating Entity.
- xvi) **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.
- xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related



to the anticipated work under this Agreement 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.

xviii) **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.

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

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

## **Article 2: Sourcewell and Supplier Obligations**

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

- 1) **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.
- 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
  - Identify the applicable Sourcewell Agreement number;
  - Clearly specify the requested change;
  - Provide sufficient detail to justify the requested change;
  - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
  - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions 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 Agreement and will be incorporated by reference.

- 3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:

- Maintenance and management of this Agreement;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Participation in reviews with Sourcwell.

Sourcwell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcwell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.
- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcwell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcwell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions 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;
- Sourcwell Participating Entity Account Number;
- Transaction Description;
- Transaction Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Transaction was invoiced/sale was recognized as revenue by Supplier.

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcwell, Supplier will pay an Administrative Fee of two percent (2%) to Sourcwell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.



- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.
- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.
- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement 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.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.

- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement 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 design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.
- 18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.
- 19) **Grant of License.**
- a) **During the term of this Agreement:**
    - i) **Supplier Promotion.** 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, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.
    - ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.
  - b) **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, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.
  - c) **Use; Quality Control.**
    - i) 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.
    - ii) 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. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

- d) **Termination.** Upon the termination of this Agreement 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.
- 20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.
- 21) **Severability.** If any provision of this Agreement 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 Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement 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:
- a) **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 Agreement.
    - \$1,500,000 each occurrence Bodily Injury and Property Damage
    - \$1,500,000 Personal and Advertising Injury
    - \$2,000,000 aggregate for products liability-completed operations
    - \$2,000,000 general aggregate
  - b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
  - c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising

out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

- d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement 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 Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

### **Article 3: Supplier Obligations to Participating Entities**

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such

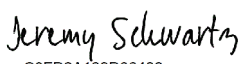
terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.

- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.
- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.
- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.
- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

072225-TKS

Sourcewell

Talkspace Inc.

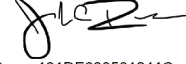
Signed by:  
  
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By: \_\_\_\_\_

Jeremy Schwartz

Title: Chief Procurement Officer

Date: 9/22/2025 | 3:26 PM CDT  
\_\_\_\_\_

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

John Reilly

Title: General Counsel

Date: 9/22/2025 | 4:20 PM EDT  
\_\_\_\_\_



# RFP #072225 - Virtual Behavioral Health Therapy and Related Services

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## Vendor Details

Company Name: Talkspace Inc.  
Address: 2578 Broadway  
#607  
New York, New York 10025  
Contact: Andrew Mcgeown  
Email: andrew.mcgeown@talkspace.com  
Phone: 111-111-1111  
HST#:

## Submission Details

Created On: Friday June 06, 2025 09:00:05  
Submitted On: Tuesday July 22, 2025 16:26:55  
Submitted By: Andrew Mcgeown  
Email: andrew.mcgeown@talkspace.com  
Transaction #: 5931efee-8923-4eaf-8042-71e95f3ee7ee  
Submitter's IP Address: 147.243.124.229

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## Specifications

**Table 1: Proposer Identity & Authorized Representatives (Not Scored)**

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

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Talkspace Provider Network PA	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	N/A	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	CAGE: 9VAB7 UEI: Y1UXYA44HTF8	*
5	Provide your NAICS code applicable to Solutions proposed.	621330	
6	Proposer Physical Address:	622 3rd Ave Ste 6, New York, NY 10017	*
7	Proposer website address (or addresses):	<a href="https://business.talkspace.com/">https://business.talkspace.com/</a>	*
8	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):	John Reilly, General Counsel 622 3rd Ave Ste 6, New York, NY 10017 john.reilly@talkspace.com, 212.284.7206	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Dave Kasdan, SVP of Business Development 622 3rd Ave Ste 6, New York, NY 10017 dave.kasdan@talkspace.com, (914) 844-5548	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Andrew McGeown, Senior Proposal Manager Remote: MA andrew.mcgeown@talkspace.com, (781) 307-6552  Ryan Kellogg, SVP of Sales Effectiveness & Engagement 622 3rd Ave Ste 6, New York, NY 10017 ryan.kellogg@talkspace.com, (805) 455-0428	*

**Table 2A: Financial Viability and Marketplace Success (50 Points, applies to Table 2A and 2B)**

Line Item	Question	Response *	
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11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	<p>Talkspace: Pioneering Digital Mental Health Since 2012</p> <p>Founded in 2012, Talkspace has been a transformative leader in the behavioral health industry for over a decade, revolutionizing access to mental health care through technology. Initially a direct-to-consumer platform, Talkspace strategically expanded into enterprise markets in 2015, partnering with leading employers to deliver comprehensive mental health benefits that support employee wellness and productivity.</p> <p>Core Values</p> <p>Talkspace is guided by four core values that shape our mission and approach:</p> <ul style="list-style-type: none"> <li>• Compassion drives every interaction, ensuring that care is empathetic, supportive, and client-centered.</li> <li>• Quality underpins our commitment to clinical excellence, with rigorous credentialing standards and evidence-based practices.</li> <li>• Accessibility ensures that mental health care is available when and where people need it, breaking down barriers through technology.</li> <li>• Innovation powers our continuous improvement, enabling us to create solutions that meet evolving individual and organizational needs.</li> </ul> <p>These values inform our clinical standards, technology development, partnerships, and service delivery to ensure exceptional, reliable, and user-centered care.</p> <p>Business Philosophy</p> <p>Talkspace's philosophy is centered on Accessibility Through Innovation. We aim to eliminate traditional barriers to mental health care—such as stigma, cost, scheduling conflicts, and geographic limitations—by leveraging a secure, integrated digital platform. Our approach prioritizes high-quality, confidential, and convenient care while partnering closely with employers to recognize mental health as integral to overall workplace wellness.</p> <p>Industry Longevity and Proven Experience</p> <p>With over 12 years of continuous operation, Talkspace has developed a robust, evidence-based suite of solutions tailored to meet diverse needs:</p> <ul style="list-style-type: none"> <li>• Therapy Services for individuals 13+ featuring unlimited asynchronous messaging and scheduled live sessions via text, audio, or video.</li> <li>• Talkspace for Teens, a specialized therapy program designed for adolescents aged 13–17, providing age-appropriate, confidential support to address the unique mental health needs of youth.</li> <li>• Self-Guided Care through evidence-based programs, live classes led by licensed therapists, and self-directed tools such as meditation and journaling.</li> <li>• Psychiatry Services for adults 18+ offering live video consultations and comprehensive medication management.</li> </ul> <p>Our national network includes over ~6,000 licensed professionals across 20+ clinical specialties, all meeting rigorous NCQA credentialing standards. This extensive, experienced provider base ensures clinical excellence and personalized care that addresses the evolving needs of individuals and organizations alike.</p> <p>Talkspace's longevity, technological innovation, values-driven approach, and proven clinical network make us an ideal partner for organizations seeking effective, scalable mental health solutions. Through continuous improvement and an unwavering commitment to our mission, we help clients build healthier, more resilient workplaces and communities.</p>
12	What are your company's expectations in the event of an award?	We plan to build on the success we've already achieved with Sourcwell by strategically focusing on expanding our reach to more school districts and government entities through this partnership.
13	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. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	We have attached our previous year financial statement, 2024 and 2023 can also be available upon request.
14	What is your US market share for the Solutions that you are proposing?	As a publicly traded company, we do not disclose specific account related information in our public filings and are therefore unable to provide these details.

15	What is your Canadian market share for the Solutions that you are proposing?	As a publicly traded company, we do not disclose specific account related information in our public filings and are therefore unable to provide these details.	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	No. Talkspace has not filed for bankruptcy.	*
17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). 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>Talkspace is a service provider that offers a comprehensive mental health solution all from one digital platform. Our service suite effectively addresses a range of mild-to-moderate behavioral health needs through therapy, counseling, psychiatry, and self-guided tools and resources through partnerships that include direct employers/entities, health organizations, resellers, and brokers/consultants.</p> <p>Talkspace clinical services are delivered to end-users by our national provider practice and we have a full team of resources aligned to support our partners including, but not limited to: an executive sponsor, implementation, account management, marketing, product, legal, data security and privacy, data science, and product—all of which are employees of Talkspace.</p> <p>Additionally, the Talkspace national provider practice is comprised of both full-time employee (W2) and independent contract (1099) therapists and psychiatrists, all independently licensed and masters level or higher.</p> <p>Talkspace's sales team are all full time employees and we work with external consultant partners to identify and engage prospective partners on a case by case basis.</p>	*
18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	<p>All services on the Talkspace platform are provided by licensed mental health therapists who hold, at minimum, a master's degree in a mental-health related field. These mental health professionals are capable of treating a wide-range of mental health related concerns, which include those on both the low acuity (i.e., well being coaching) and high acuity (i.e., traditional psychotherapy and psychiatry) ends of the mental health services spectrum.</p> <p>Talkspace therapists are credentialed according to NCQA standards and also undergo rigorous training and onboarding for 4-6 weeks. We intentionally recruit providers with particular scope of competencies (e.g., working with first responders, working with adolescents) to ensure the ability to assist specialized populations.</p> <p>The credentialing team monitors network clinicians to ensure they remain in good standing with their state board. The team also monitors license expiration dates and looks for any new malpractice claims that may have occurred since initial enrollment.</p> <p>Network providers are recredentialed every 3 years (unless otherwise required by their state) under the same process as initial credentialing.</p> <p>Talkspace also has a clinical management structure to assure network providers have oversight by licensed clinicians. This includes the Chief Medical Officer (board certified psychiatrist), the Vice President of Therapist Development and Community (LMFT), the Director of Training and Orientation (LPC), the Director of Clinical Quality (LCSW), and the Manager of Engagement and Retention (LMFT). Our clinical staff meet the same requirements as our therapist provider community and have independent licenses at the highest level available in their state of practice (including but not limited to PhD, PsyD, LCSW, LMFT, LPC etc.).</p>	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	N/A	*

20	Describe any relevant industry awards or recognition that your company has received in the past five years.	<p>Verywell Mind's Online Therapy Awards</p> <ul style="list-style-type: none"> <li>• 2022: Named "Best Large Service" in Verywell Mind's second annual Online Therapy Awards.</li> <li>• 2023: Honored as the "Most Comprehensive" program in Verywell Mind's Online Therapy Awards—highlighting the breadth of Talkspace's services.</li> </ul> <p>These recognitions from a respected mental health editorial source reinforce Talkspace's leadership in service quality and range.</p> <p>National Institutes of Health Grants</p> <ul style="list-style-type: none"> <li>• Across multiple years, Talkspace has obtained four NIH grants to clinically validate its virtual therapy models, with outcomes published in peer-reviewed journals—underscoring its commitment to evidence-backed care</li> </ul> <p>Millions in Federal Grant for Clinical Research</p> <ul style="list-style-type: none"> <li>• Millions in federal grants to conduct cutting-edge research in behavioral health, further strengthening its clinical innovation credentials</li> </ul>	*
21	What percentage of your sales are to the governmental sector in the past three years?	As a publicly traded company, we do not disclose specific account related information in our public filings and are therefore unable to provide these details.	*
22	What percentage of your sales are to the education sector in the past three years?	As a publicly traded company, we do not disclose specific account related information in our public filings and are therefore unable to provide these details.	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	<p>Our only State cooperative purchasing agreement is with Sourcewell, with the current clients/contracts below:</p> <ul style="list-style-type: none"> <li>- Baltimore County Public Schools</li> <li>- City of Seattle (Dept. of Ed. and Early Learning)</li> </ul> <p>Regarding the annual sales volume, as a publicly traded company, we do not disclose specific account related information in our public filings and are therefore unable to provide these details. However, Sourcewell should have the revenue figures in our partnership documentation.</p>	*
24	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?	As a publicly traded company, we do not disclose specific account related information in our public filings and are therefore unable to provide these details.	*

## Table 2B: References/Testimonials

**Line Item 25.** Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Baltimore County Public Schools	Patricia Mustipher, Director, Student Services	(410) 812-0161	*
NYC Department of Health and Mental Hygiene	Marnie Davidoff, New York City Assistant Commissioner for the Bureau of Children, youth and Families of the Division of Mental Hygiene	(347) 203-1063	*
University of Kentucky	Grace Hahn, M.Ed., Assistant Vice President for Finance and Administration	(859) 257-8867	*

## Table 3: Ability to Sell and Deliver Solutions (150 Points)

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

Line Item	Question	Response *	
26	Sales force.	The Talkspace business development and sales teams are located across the US and can support the Sourcewell Supplier Development Administrator with sales needs as they arise in addition to the aligned account manager. All are employees of Talkspace.	*

27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	<p>Talkspace primarily delivers its solutions through a centralized, digital-first model. However, we also partner with a select network of authorized resellers and channel partners—particularly those with specialized experience in serving government, education, and public sector markets. These partners expand our reach and help ensure that Talkspace's digital behavioral health services are accessible to Sourcewell's participating entities through familiar procurement channels.</p> <p>Our resellers are carefully selected based on their expertise, reputation, and established relationships with public sector agencies. These partners often maintain longstanding connections with state, local, and educational institutions and are well-versed in government procurement requirements, compliance standards, and purchasing workflows. This enables them to provide added value in navigating procurement processes, facilitating onboarding, and aligning with contract expectations.</p>	*
28	Service force.	<p>At Talkspace, we prioritize building strong, collaborative partnerships with our clients on day one by delivering a dedicated Account Management Team. The Senior Strategic Account Manager will be your primary day-to-day contact and is supported by an experienced Client Success Team. Together, they are committed to resolving issues promptly, providing clarity on data inquiries, keeping you informed on platform updates, and offering proactive guidance to ensure the success of your plan and clients. In addition, the Sourcewell will have an Executive Team Sponsor that will oversee all elements of the partnership.</p> <p>Dedicated Strategic Account Managers play a pivotal role overseeing the day to day for our partners. They will:</p> <ul style="list-style-type: none"> <li>• Act as the primary point of contact for all client-related matters.</li> <li>• Deliver key data and insights through regular, customized reports to support informed decision-making.</li> <li>• Provide platform expertise, offering detailed knowledge of functionalities, enhancements, and best practices.</li> <li>• Advocate for our partner's needs within their organization by communicating market feedback and specific requirements to internal stakeholders.</li> </ul> <p>Our approach to account management includes:</p> <ol style="list-style-type: none"> <li>1. Proactive Communication: <ul style="list-style-type: none"> <li>• We will keep you updated on platform enhancements, new product offerings, and other developments that add value to your operations.</li> </ul> </li> <li>2. Monthly Business Reviews: <ul style="list-style-type: none"> <li>• A thorough review of plan performance every month, with actionable recommendations to enhance results.</li> </ul> </li> <li>3. Touch-Base Meetings: <ul style="list-style-type: none"> <li>• Flexible meeting cadences tailored to your preferences (e.g., weekly, monthly, or ad hoc) to discuss ongoing performance, improvement areas, and collaborative projects.</li> </ul> </li> <li>4. Strategy Partnering: <p>Works with client partner on strategizing to win and maintain new business leveraging Talkspace's unique abilities. Ability to participate in employee benefit fairs, offer customized webinars, provide client demos, work with sales teams, aid in RFP responses, etc.</p> </li> </ol>	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Not applicable based on the services being proposed.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Centralized customer support is available 24/7 by email and chat with response within 1 business day. Customer support provides coverage 7 days a week, from 9am - 7pm EST during the week, and 9am - 5:30pm EST during the weekend. We also partner with a Crisis Management Hotline called ProtoCall which is a 24/7 hotline that members can call at any time.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	Talkspace delivers services across the United States and globally. We have network practice providers in all 50 states and Washington D.C. We welcome the opportunity to work with any and all Sourcewell participating entities.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Talkspace is fully capable and committed to providing comprehensive behavioral health services to Sourcewell participating entities in Canada. We currently operate in 180 countries, including Canada, with a network of approximately 6,000 licensed professionals covering 20+ clinical specialties and offering services in over 40 languages.	*



33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	N/A	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	Not a sector per se, but Talkspace services are available for participating entity eligible individuals ages 13+ (18+ for psychiatry).	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Talkspace has no requirements or restrictions that would preclude us from providing our services to Sourcewell participating entities in Hawaii, Alaska, and in US Territories.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes.	*

**Table 4: Marketing Plan (100 Points)**

Line Item	Question	Response *	
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Talkspace Educational Programming and Awareness-Building Expertise</p> <p>Talkspace is deeply committed to advancing mental health awareness, education, and engagement through year-round programming. As a leader in the national mental health conversation, we bring extensive experience in creating impactful, clinically informed content. Our educational materials are shaped by licensed therapists and subject-matter experts, ensuring accuracy and relevance. Talkspace's thought leadership has been featured in high-profile outlets including The Wall Street Journal, Essence Magazine, and The Washington Post.</p> <p>We collaborate closely with partners to design an annual communications and education plan that addresses stigma, raises awareness, and promotes service utilization. Following an education-focused launch, we define quarterly initiatives that sustain awareness and drive ongoing registrations. These initiatives can include live webinars, marketing campaigns, social media content, email outreach, and educational materials—all easily integrated into your existing workplace well-being communications strategy.</p> <p>As a Talkspace partner, you also receive 24/7 access to our Communications Portal, an extensive library of customizable, co-brandable assets designed to support engagement throughout the year. The portal is regularly updated to align with mental health awareness calendar events and includes:</p> <ul style="list-style-type: none"> <li>• Getting started and leadership guides</li> <li>• Digital displays, banners, and flyers</li> <li>• Social media posts</li> <li>• Video content (app demonstrations, influencer features, therapist-led education)</li> <li>• Articles on timely mental health topics</li> <li>• Printable posters, wallet cards, and brochures (Note: printing and shipping costs for physical materials are the client's responsibility unless included in an on-site Talkspace event)</li> <li>• Influencer content featuring mental health champions such as Michael Phelps.</li> </ul> <p>Please refer to the attached overview for specific creative content examples.</p>	*
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	As noted in the prior question—Talkspace leverages social media, blogs, campaigns, influencers, spokespeople, and much more to drive brand and marketing awareness. A Qualtrics study results showed that 1 and 3 Americans know Talkspace due to our campaigns.	*
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	<p>We believe Sourcewell can play an integral role in driving the success of Talkspace and expanding access to our comprehensive suite of services for participating entities and their eligible members. Given that the current Sourcewell site does not return any results for mental health or emotional well-being, we see a clear opportunity to position Talkspace as a featured service in the Sourcewell contract partnership. This represents a chance for both Sourcewell and Talkspace to continue to partner in breaking down mental health stigma and advancing critical conversations about emotional well-being.</p> <p>Additionally, we would welcome the opportunity to continue to collaborate with your team to promote our partnership and amplifying awareness and engagement across your network.</p> <p>Regarding contracting, Talkspace will be highly flexible in continuing to collaborate on the best sales practices with Sourcewell. We have dedicated specific sales team members to manage the Sourcewell account and educate our entire sales team to ensure they fully understand and effectively promote the partnership.</p> <p>The Sourcewell contract is an active part of our prospecting and sales strategy and will continue to be should we be awarded the 2025 contract.</p>	*
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	N/A	*

**Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)**

Line Item	Question	Response *	
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41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>As part of the implementation process, Talkspace will collaborate closely with our partners to assess and define training needs. Our team brings extensive experience in training customer service, provider, sales, account management, and marketing teams to ensure consistent, high-quality knowledge transfer. Training sessions can be delivered either in person or online to accommodate partner preferences and logistical requirements.</p> <p>Additionally, Talkspace will work with Sourcewell and participating entities to develop tailored materials—such as FAQs and informational guides—to equip all teams with the knowledge they need to confidently support and communicate the Talkspace service and member experience.</p>	*
42	Describe any technological advances that your proposed Solutions offer.	<p>Talkspace's proposed solution incorporates industry-leading technological advancements that enhance clinical effectiveness, user engagement, and platform safety. Our innovation strategy focuses on three key areas: AI-driven risk identification, intelligent provider-member matching, and personalized user experience design—all developed in collaboration with top academic institutions and grounded in peer-reviewed research.</p> <p><b>AI-Powered Suicide Risk Detection</b> At the forefront of our innovation is our proprietary Suicide Risk Algorithm, which represents a significant breakthrough in preventive mental health care. Using machine learning and natural language processing, this tool analyzes therapy transcripts (with client consent) in real time to detect early signs of suicidal ideation. When high-risk patterns are identified, therapists are immediately alerted—enabling timely, life-saving interventions.</p> <p><b>Intelligent Matching Algorithm</b> Our AI-driven Matching Algorithm uses anonymized, client-consented data and clinical indicators to recommend optimal therapist-client pairings based on both clinical fit and personal preferences. This results in higher engagement, lower turnover, and stronger therapeutic alliances.</p> <p><b>Dynamic Personalization and Engagement Tools</b> Talkspace enhances the user experience through adaptive, data-informed engagement features:</p> <ul style="list-style-type: none"> <li>• Customizable push notifications and reminders to support consistent participation.</li> <li>• Interactive progress tracking tools that help clients and therapists measure therapeutic outcomes and make data-driven adjustments to care plans.</li> <li>• In-app surveys and check-ins that personalize content delivery and encourage ongoing reflection.</li> </ul> <p><b>Therapist-Facing Technology Enhancements</b> For providers, Talkspace offers tools that enhance care quality and workflow efficiency:</p> <ul style="list-style-type: none"> <li>• Access to CBT-based homework assignments and self-service content libraries.</li> <li>• Real-time quality monitoring via machine learning algorithms that flag potential clinical risks or support needs.</li> </ul> <p><b>Research-Driven Platform Development</b> Our product roadmap is shaped by rigorous academic research, ongoing user feedback, and continuous clinical validation. New features are deployed through an iterative, evidence-based development cycle—ensuring the platform remains at the cutting edge of digital mental health innovation.</p> <p>Together, these technologies position Talkspace as a leader in scalable, intelligent, and outcome-driven virtual mental healthcare—offering Sourcewell participating entities a future-ready solution that prioritizes safety, personalization, and clinical excellence.</p>	*
43	Describe any “green” initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	<p>During the pandemic Talkspace restructured to a fully digital, remote workforce. Our provider network is also fully remote. With a fully remote workforce we are able to reduce our environmental footprint as we have no building to maintain and our employees do not have to commute every day.</p> <p>Additionally, all therapy, psychiatry, and self-guided services are digital, eliminating the need for transportation to appointments and office space for providers. Our blog also contains various articles regarding mental health and the environment.</p>	*
44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	We have not received any ratings or certificates pertaining to environmental/sustainability issues to date. However, we continue to assess our goals and initiatives around our environmental impact.	*

45	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p>	<p>Talkspace offers Sourcewell participating entities a uniquely scalable, clinically robust, and inclusive digital mental health solution that sets us apart within the behavioral health industry. Our platform is purpose-built to meet the needs of diverse populations—including students, employees, and family members—through flexible care models and outcomes-driven design.</p> <p>Key Differentiators:</p> <p>Talkspace for Teens: Our dedicated adolescent mental health program connects youth ages 13–17 with licensed therapists trained in adolescent development, trauma, and crisis intervention. With parental consent, teens receive discreet, mobile-first access to therapy that meets them where they are—academically, emotionally, and developmentally. This is particularly valuable for school districts and youth-serving agencies within the Sourcewell network.</p> <p>Proprietary Suicide Risk Detection Algorithm: Developed in partnership with NYU Grossman School of Medicine, our AI-powered suicide risk algorithm uses natural language processing to scan messaging transcripts (with user consent) for signs of suicidal ideation. Therapists are alerted in real time, enabling rapid, potentially life-saving intervention—making Talkspace one of the few digital providers with built-in, proactive risk detection.</p> <p>Rapid Access to Care: Using our QuickMatch™ technology, most users are matched with a licensed provider within less than 24 hours—dramatically reducing the time-to-care compared to traditional systems. This immediacy is critical for early intervention and improved engagement.</p> <p>Leading Clinical Outcomes: Talkspace delivers measurable, evidence-based improvements in mental health outcomes. Our clinical protocols are grounded in gold-standard tools like the PHQ-9 and GAD-7, and outcomes show significant reductions in depression and anxiety symptoms. Our commitment to measurement-based care ensures accountability, transparency, and continuous quality improvement.</p> <p>Diverse, Nationwide Clinical Network: We maintain a large, diverse network of licensed therapists and psychiatric providers across all 50 states, encompassing a wide range of cultural backgrounds, specialties, and languages (40+ supported). This ensures that clients are not only matched quickly, but also aligned with clinicians who understand their lived experiences and can deliver culturally competent care.</p> <p>Tailored for Sourcewell Members: Talkspace's platform is designed to support the operational needs of Sourcewell's participating public and nonprofit entities. Whether delivering care to students, first responders, government employees, or underserved communities, our model ensures equitable access, rapid deployment, and proven clinical impact—without adding administrative complexity.</p>
46	<p>Describe your screening process for pairing service providers with patients or clients for teletherapy services.</p>	<p>Our Proprietary Matching Algorithm QuickMatch™ offers people a curated subset of our clinical network which is pre-selected for the specific user, based on the initial matching questionnaire and alignment with the information we have about our clinicians. We provide members with the ability to watch video introductions, view photographs, and access comprehensive professional and biographical profiles (which include specifics like a therapist's gender identity, race, ethnicity, languages spoken, religion, hobbies and other discretionary personal factors, as well as advanced clinical expertise, specialties, certifications, degrees, client experience) to help each user make the decision on who is the best therapist for them. This is particularly impactful in helping individuals from underserved populations such as: minorities/people of color/BIPOC, the LGBTQIA population, adolescents, active military/veterans, first responders and people with unique or specific conditions. These custom and personalized aspects of Talkspace Therapy, lead to higher levels of satisfaction and ultimately strong clinical outcomes as the therapeutic alliance between the patient and the therapist is one of the primary keys to successful therapy. We are also able to help individuals switch therapists quickly (the same day they choose to) if they would like a different provider, due to our proprietary algorithm and process of matching described above. Each individual's matching information is stored in their private, secure digital record and multiple provider profiles are immediately accessible for individuals to choose from and select a new provider.</p>

47	Describe your method of delivery for proposed teletherapy services (e.g., secure video connection, web portal, online chat, two-way live video, other).	<p>Talkspace delivers teletherapy services through a secure, HIPAA-compliant digital platform that supports multiple modes of communication to accommodate diverse member preferences and clinical needs. Our multi-channel delivery system ensures flexible, accessible care across web, mobile, and phone-based environments.</p> <p>Core Methods of Delivery:</p> <ul style="list-style-type: none"> <li>• Secure Two-Way Live Video: Talkspace offers scheduled video therapy sessions with licensed clinicians through a secure, HIPAA-compliant video conferencing system. Sessions are available in 30-, 45-, or 60-minute durations depending on the service model.</li> <li>• Asynchronous Messaging Therapy: Clients have unlimited access to text, audio, and video messaging with their therapist. Therapists respond daily, five days a week, offering consistent support while allowing users to communicate on their own schedule.</li> <li>• Real-Time Chat Sessions: Clients may schedule live chat-based therapy sessions for immediate support in a text-based format, with full privacy and security.</li> <li>• Telephonic Counseling: For clients who prefer voice-only communication, Talkspace provides scheduled phone sessions with licensed therapists.</li> <li>• Web Portal Access: Our intuitive web portal allows clients and therapists to manage appointments, access session history, and engage in therapy. It features responsive design for use across all device types.</li> <li>• Mobile Applications: Native iOS and Android apps provide full access to all Talkspace services, including messaging, scheduling, video sessions, assessments, and educational content.</li> </ul> <p>Additional Access Options:</p> <ul style="list-style-type: none"> <li>• Email (Secure Messaging): For written communication, clients can use secure, encrypted email-based messaging through the platform.</li> <li>• Live-Stream Classes &amp; On-Demand Webinars: Clients can participate in therapist-led group sessions or access recorded educational workshops covering various mental health topics.</li> </ul> <p>This flexible, multi-modal approach ensures that clients can access care in the format that best fits their preferences, schedules, and comfort levels—whether through video, chat, phone, or self-guided learning.</p>
48	Describe how your organization maintains security of patient data and alignment to applicable legal, regulatory, or professional requirements, if any.	<p>Talkspace is fully committed to safeguarding patient data through rigorous security protocols and adherence to all applicable legal, regulatory, and professional requirements. We maintain robust encryption practices that protect electronic protected health information (ePHI) across all stages of transmission and storage.</p> <ul style="list-style-type: none"> <li>• Data in Transit: All data transmitted through our mobile and web applications is secured using TLS 1.2 or higher, ensuring end-to-end encryption for messages, sessions, and other communications. Email communications are likewise protected via TLS encryption.</li> <li>• Data at Rest: We apply AES-256 encryption—one of the industry's strongest standards—to secure all stored data, including user messages, session notes, and account details.</li> <li>• Secure File Transfers: For any file transfer operations, Talkspace relies on secure SFTP protocols, further ensuring the confidentiality and integrity of user data.</li> <li>• Enterprise-Grade Key Management: Our encryption framework is supported by AWS Key Management Service (KMS) and AWS Secrets Manager, providing advanced, enterprise-level management of encryption keys and credentials.</li> <li>• Uniform Security Standards: Our approach applies consistent, high-level encryption standards to all internal and external transmissions, streamlining compliance management and ensuring a uniformly secure environment.</li> </ul> <p>By implementing these comprehensive measures, Talkspace maintains strict alignment with HIPAA and other applicable data protection requirements. Our commitment to secure, encrypted communications and storage reflects our responsibility to protect sensitive health information while supporting safe, accessible, and effective mental health care delivery.</p>
49	Please describe where and how all user data, including personally identifiable information (PII) and protected health information (PHI), is stored.	<p>Talkspace stores all user data, including PII and PHI, on a HIPAA-compliant AWS cloud infrastructure using a unified approach that treats all information as Protected Health Information. Data is secured with industry-standard AES-256 encryption at rest and TLS 1.2 or higher for data in transit, with AWS Key Management Service managing encryption keys and Amazon RDS encrypting entire databases. The platform maintains SOC2 compliance and undergoes annual third-party security audits by Meditology Associates to validate HIPAA/HITECH adherence.</p>

50	Describe licensures, degrees, and/or certifications your teletherapy professionals maintain.	<p>Talkspace teletherapy professionals maintain rigorous qualifications to ensure the highest standards of care. Every therapist holds at least a master's degree in a mental health discipline from an accredited U.S. institution. In addition to educational credentials, all therapists possess independent clinical licenses in good standing with state licensure boards across all 50 states where we operate.</p> <p>Our network includes licensed specialists in:</p> <ul style="list-style-type: none"> <li>• Clinical Psychology</li> <li>• Clinical Social Work</li> <li>• Mental Health Counseling</li> <li>• School Psychology</li> </ul> <p>This range of licensure ensures we can match clients with professionals best suited to their needs. Talkspace therapists average eight years of post-master's clinical experience and must have a minimum of three years of direct service experience to join our platform. All professionals maintain National Provider Identifier (NPI) numbers, CAQH profiles, and carry malpractice liability insurance as standard practice.</p>
51	Describe how you ensure service quality and continuity in cases of connectivity issues or technology failures.	<p>Talkspace maintains service quality and continuity during connectivity issues and technology failures through a multi-layered approach. Our dedicated mobile applications function with cellular service alone, enabling continued access when traditional internet connectivity is disrupted. We utilize Amazon Web Services and failover systems from AWS-East to AWS-West for robust redundancy.</p>
52	What accessibility features are included to accommodate users with disabilities (e.g., closed captioning, screen readers, adaptive interfaces)?	<p>Talkspace offers comprehensive accessibility features to ensure an inclusive experience for users with disabilities across all aspects of its platform.</p> <p>Our platform includes live closed captioning for video therapy sessions to support users who are deaf or hard of hearing. It is also fully compatible with screen readers, ensuring seamless navigation for individuals with visual impairments.</p> <p>To support users with cognitive disabilities, Talkspace employs simplified navigation, a minimalist design, and consistent interface elements that reduce cognitive load and enhance ease of use.</p> <p>We are committed to full compliance with WCAG 2.1 Level AA standards and ADA requirements. Through our strategic partnership with eSENTIAL Accessibility, we conduct regular accessibility audits and user testing to continuously identify improvements and maintain accessibility excellence.</p>
53	Do you offer multilingual support to cater to diverse populations? If so, please explain.	<p>Yes, Talkspace offers comprehensive multilingual support designed to serve diverse populations worldwide. Our platform breaks down language barriers that traditionally limit access to quality mental health care, ensuring linguistic diversity enhances rather than hinders the therapeutic experience.</p> <p><b>Extensive Language Coverage</b> Talkspace provides therapy services in over 40 languages, making it one of the most linguistically diverse online therapy platforms available. Supported languages include Spanish, Arabic, Chinese (Mandarin), French, German, Hindi, Japanese, Korean, Portuguese, and Russian, as well as less commonly supported languages such as Armenian, Estonian, Swahili, Tagalog/Filipino, Urdu, and Vietnamese. This breadth enables us to serve clients across 180 countries, regardless of linguistic background.</p> <p><b>Advanced Translation Technology</b> Our platform features Live Closed Captions with real-time translation capabilities during therapy sessions, ensuring seamless communication even when language differences exist. This technology-driven approach preserves the nuance of therapeutic conversations, keeping them clear and meaningful.</p> <p><b>Cultural Competency and Quality Assurance</b> Multilingual support at Talkspace extends beyond translation. All providers undergo mandatory cultural competency training upon joining, with ongoing monthly education on topics such as racial trauma, unconscious bias, and culturally responsive diagnostics. This commitment ensures our therapists effectively serve clients from diverse cultural backgrounds while maintaining the highest standards of care.</p> <p><b>Personalized Matching for Diverse Populations</b> Our proprietary QuickMatch™ recommendation engine pairs members with therapists who align with their cultural and personal preferences, including language needs. This personalized approach is supported by a diverse provider network that reflects the communities we serve and offers specialized resources for LGBTQ+, BIPOC, and other identity-based groups.</p>



54	If applicable, how does your solution leverage AI to enhance your behavioral health platform and service delivery?	<p>Talkspace leverages artificial intelligence (AI) to enhance both the safety and effectiveness of our behavioral health platform through two core innovations: real-time risk detection and intelligent therapist-client matching. These AI-driven systems are designed to improve clinical outcomes, optimize member engagement, and enable proactive, scalable mental health support.</p> <p><b>Proprietary Suicide Risk Algorithm</b>  Developed in collaboration with NYU Grossman School of Medicine, our AI-powered Suicide Risk Algorithm is a breakthrough in preventive digital mental health. Using natural language processing (NLP), this system analyzes encrypted therapy transcripts in real time (with client consent) to detect language patterns associated with suicidal ideation or self-harm.</p> <ul style="list-style-type: none"> <li>• The algorithm scans messages every 30 minutes and evaluates contextual indicators such as therapy stage, message tone, and engagement level.</li> <li>• When elevated risk is detected, the therapist is immediately alerted to enable timely, potentially life-saving intervention.</li> <li>• The model continuously learns from interactions, tracking risk longitudinally and adapting based on therapist responses and outcomes.</li> </ul> <p><b>AI-Powered Matching Algorithm</b>  Our Matching Algorithm uses anonymized, client-consented data and clinical indicators to generate optimal therapist-client pairings. It evaluates factors such as therapeutic modality, clinical expertise, member preferences, and engagement style to create a personalized, high-quality match.</p> <ul style="list-style-type: none"> <li>• This leads to higher client satisfaction, stronger therapeutic alliances, and reduced turnover.</li> <li>• The algorithm continuously refines its recommendations using platform-wide engagement and outcomes data to improve match accuracy over time.</li> </ul> <p><b>Commitment to Ethical and Transparent AI</b>  Both AI systems are built with transparency, clinical oversight, and data privacy as core principles. Developed alongside academic researchers and validated in peer-reviewed publications, these tools are designed to augment—not replace—human clinical judgment, while improving scalability and consistency in care delivery.</p> <p>Through these innovations, Talkspace delivers a safer, smarter, and more personalized behavioral health experience—empowering providers and clients alike with tools that enhance engagement, elevate outcomes, and enable earlier intervention.</p>
55	What licenses do you have and for which states?	Talkspace is licensed to operate and provide behavioral health services across all 50 states in the United States. All therapists in our network hold independent clinical licenses at the highest level available in their respective states, including licenses in psychology, clinical social work, mental health counseling, and school psychology. These licenses are issued by individual state licensing boards and regulatory agencies, with our credentialing process aligned to NCQA standards to ensure compliance with state-specific requirements.
56	Describe your AI capabilities and related security measures.	<p>Security measures protecting our AI infrastructure include:</p> <ul style="list-style-type: none"> <li>• AES-256 encryption for data at rest and TLS 1.2+ for data in transit</li> <li>• AWS hosting with comprehensive physical security (barriers, guards, cameras, access logs)</li> <li>• Continuous monitoring with AI-driven risk scanning every 30 minutes</li> <li>• Regular third-party audits including SOC2 certification and HIPAA Security Risk Assessments</li> </ul>

**Table 5B: Value-Added Attributes**

Line Item	Question	Certification	Offered	Comment	
57	Select 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 and a listing of dealerships, HUB partners or resellers if available. Select all that apply.		<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
58		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
59		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
60		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
61		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
62		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
63		Small Business Enterprise (SBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
64		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
65		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*

**Table 6A: Pricing (400 Points, applies to Table 6A and 6B)**

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
66	Describe your payment terms and accepted payment methods.	Our standard terms would include our partners to pay Talkspace within thirty (30) days after receipt of the invoice via direct payment methodology, such as an ACH (electronic methods are preferred). The participating entity would have the right to reasonably, and in good faith, dispute any invoice or any portion of any invoice claimed by Talkspace as due and payable provided that the participating entity timely pays any undisputed portion of the amount, due and payable.	*
67	Describe any leasing or financing options available for use by educational or governmental entities.	Not applicable for the services being proposed by Talkspace.	*
68	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	Please see attached our standard Services Agreement. Our standard agreement will account for our language and services provided.	*
69	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?	We do not currently accept P-card.	*

70	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>Please see attached Pricing Sheet which is reflective of the suite of Talkspace services (therapy, Talkspace for Teens, and Talkspace self-guided) for participating entity members.</p> <p>Our pricing is based on a PEPM, or Per Employee (or Student) Per Month basis for participating entities that meet our minimum PEPM/PSPM threshold of 1,000 employees (or students). For participating entities that fall below the 1,000 threshold, we have included our annual pricing. As requested, we have incorporated reduced pricing from our standard for the Sourcwell contract partnership. We have also provided tiered pricing based on participating entity size.</p>	*
71	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.	The Talkspace proposed pricing reflects a discount of approximately 15 - 34% across enrollment tiers relative to our standard pricing arrangements.	*
72	Describe any quantity or volume discounts or rebate programs that you offer.	Please see attached Cost Proposal.	*
73	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". 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.	We have included our full scope of services in the proposal. Please see attached Cost Proposal.	*
74	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.	All fees are included in the Per Employee/Student Per Month Cost. We have included both costs of our core services as well as optional additional service costs.	*
75	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	*
76	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	N/A	*
77	Describe any unique distribution and/or delivery methods or options offered in your proposal.	N/A	*
78	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcwell. This process includes ensuring that Sourcwell participating entities obtain the proper pricing.	<p>Talkspace's process to self-audit our compliance with Sourcwell is already in place in our current Sourcwell Contract. We have implemented training and associated documentation for our sales and account management teams that explains the specifics and nature of the relationship between Talkspace and Sourcwell, the pricing for participating entities, as well as a process of communicating that to our prospective businesses and our internal stakeholders including our finance team, accounts receivable and accounts payable teams.</p> <p>No pricing is released to a participating entity that has not been vetted by our primary Sourcwell internal subject matter expert, and our finance team to assure compliance with the Sourcwell contract.</p>	*
79	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	Examples of how we would track and measure success metrics would include the count of participating entities and population count, renewal and retention rates, and partner satisfaction results, as well as our financial margins. We do all this currently in our existing Sourcwell contract.	*
80	Provide a proposed Administration Fee payable to Sourcwell. The Fee is in consideration for the support and services provided by Sourcwell. The proposed Administrative Fee will be payable to Sourcwell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	Talkspace has included both Flat annual rate and PEPM/PSPM in our pricing proposal which are inclusive of the Sourcwell administrative fee, which we pay Sourcwell separately. We propose to continue to do so.	*

**Table 6B: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments	
81	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	See pricing proposal	*

**Table 7A: Depth and Breadth of Offered Solutions (200 Points, applies to Table 7A and 7B)**

Line Item	Question	Response *	
82	Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.	<p>Talkspace delivers an integrated behavioral health ecosystem designed to meet the diverse mental health needs of individuals, organizations, and families. Our platform offers four core solutions that can be deployed individually or as part of a seamless, bundled package.</p> <p>Therapy Services Our flagship Therapy solution delivers flexible, high-quality, easy access to our diverse network of 6000+ licensed mental health professionals. Key features include:</p> <ul style="list-style-type: none"> <li>• 1:1 care always with the same therapist.</li> <li>• Match with a therapist and start therapy the same day as sign up.</li> <li>• Personalized therapist matching based on clinical needs and user preferences through our proprietary QuickMatch™ algorithm.</li> <li>• HIPAA Compliant, safe &amp; secure.</li> <li>• Unlimited, ongoing access with uncapped utilization.</li> <li>• 24/7 secure asynchronous messaging (via text, audio, video), with therapists responding daily.</li> <li>• Live sessions (via video, audio, or chat).</li> <li>• Interactive tools for progress tracking, goal-setting, and evidence-based exercises (CBT/DBT modules, meditation, breathing techniques).</li> <li>• Suicide Risk Algorithm monitors for self harm and alerts therapist and clinical leadership.</li> <li>• 24/7 Crisis Hotline access on the platform</li> <li>• Eligibility: Individuals age 13 and above.</li> </ul> <p>This solution extends therapeutic engagement beyond traditional session boundaries, offering convenient, continuous care to improve outcomes and user satisfaction.</p> <p>Self-Guided Care Program (Talkspace GO) Our Self-Guided care solution empowers users to manage their wellbeing at their own pace. Key features include:</p> <ul style="list-style-type: none"> <li>• 70+ curated programs with 800+ activities, exercises, sessions and meditations.</li> <li>• 4 - 6 weekly live interactive group classes led by licensed therapists.</li> <li>• 400+ hours of on-demand recorded classes.</li> <li>• Real-time admin. dashboard tracks aggregate utilization, session completion, &amp; attendance.</li> <li>• Diverse, robust content for individuals, couples, families and adolescents (ages 13+).</li> <li>• Evidence-based, accessible mental health education and support - flexible, user-friendly format.</li> </ul> <p>This solution delivers evidence-based, accessible mental health education and support in a flexible, user-friendly format.</p> <p>Talkspace for Teens Recognizing the urgent need to support adolescent mental health, Talkspace has designed dedicated solutions for teens aged 13–17:</p> <ul style="list-style-type: none"> <li>• Self-Guided Program: A 16-part course tailored for teens, using micro-learning sessions (~5 minutes daily) to reduce anxiety symptoms and build confidence.</li> <li>• Evidence-Based Assessment: Pre- and post-assessments using the Teen-Modified PHQ-9 to measure progress against clinical standards.</li> <li>• Diverse Engagement Tools: Access to over 70 programs and 800+ activities, including videos, self-assessments, meditations, journaling exercises, and interactive content designed for varied learning styles.</li> <li>• Teenspace Community: A moderated, peer-to-peer online platform where teens can connect and share experiences anonymously in a safe, supportive environment.</li> </ul> <p>These teen-focused solutions address the unique challenges faced by adolescents, providing evidence-based, engaging, and developmentally appropriate support.</p>	*

		<p>Psychiatry Services</p> <p>Our Psychiatry Services solution addresses the full spectrum of psychiatric care and medication management via live video sessions.</p> <p>Solution Includes:</p> <ul style="list-style-type: none"><li>• 1-1 Match with a Licensed Provider (Psychiatrist or Psychiatric Nurse Practitioner)</li><li>• 1st session within 7-10 days of sign up.</li><li>• Initial 1-hour comprehensive assessment, diagnosis and prescribing.</li><li>• Personalized medication management, including prescribing and monitoring.</li><li>• Up to 12 follow-up, medication management live video sessions per year for ongoing evaluation, monitoring, and adjustment of treatment plans.</li><li>• Ages 18+</li></ul> <p>This solution expands access to high-quality psychiatric care, delivering convenience and continuity for individuals with medication needs.</p> <p>Talkspace's comprehensive suite of solutions is designed to meet clients and members wherever they are on their mental health journey—from live therapy and psychiatric care to self-guided programs and teen-specific resources. All services are built to deliver measurable outcomes, reduce barriers to care, and ensure consistent, high-quality support for diverse populations.</p>
83	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>We have identified the following subcategories for our solutions:</p> <p>Mental Health</p> <p>Telebehavioral Health</p> <p>Telemental health</p> <p>Self-Guided</p> <p>Work-Site Wellness Programs</p> <p>TeleTherapy</p> <p>Counseling</p> <p>Emotional Well Being</p> <p>Psychiatry</p> <p>Behavioral Medication Management</p> <p>Youth Therapy</p> <p>Peer to Peer services</p> <p>EAP Services</p>

**Table 78: Depth and Breadth of Offered Solutions**

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

Line Item	Category or Type	Offered *	Comments	
84	Category 1: General Public Entity Employees and Citizens, if yes answer 85-88	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes	*
85	Psychology, Social work, or Special Education Services	<input checked="" type="radio"/> Yes <input type="radio"/> No		
86	Behavioral, Emotional, or Mental Health Counseling including but not limited to: video sessions, phone or text sessions, self-guided or self-help programs	<input checked="" type="radio"/> Yes <input type="radio"/> No		
87	Crisis support, suicide prevention	<input checked="" type="radio"/> Yes <input type="radio"/> No		
88	Assessment or diagnostic services	<input checked="" type="radio"/> Yes <input type="radio"/> No		
89	Category 2: Public Safety Employees, if yes answer 90-93	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes	*
90	Psychology or Social work	<input checked="" type="radio"/> Yes <input type="radio"/> No		
91	Behavioral, Emotional, or Mental Health Counseling including but not limited to: video sessions, phone or text sessions, self-guided or self-help programs	<input checked="" type="radio"/> Yes <input type="radio"/> No		
92	Crisis support, suicide prevention	<input checked="" type="radio"/> Yes <input type="radio"/> No		
93	Assessment or diagnostic services	<input checked="" type="radio"/> Yes <input type="radio"/> No		
94	Category 3: K-12 and Higher Education students and Faculty; Speech and Occupational Therapy, if yes answer 95-100	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes	*
95	Psychology, Social work, or Special Education Services	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes	*
96	Behavioral, Emotional, or Mental Health Counseling including but not limited to: video sessions, phone or text sessions, self-guided or self-help programs	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes	*
97	Crisis support, suicide prevention	<input checked="" type="radio"/> Yes <input type="radio"/> No		
98	Assessment or diagnostic services	<input checked="" type="radio"/> Yes <input type="radio"/> No		
99	Speech	<input type="radio"/> Yes <input checked="" type="radio"/> No		
100	Occupational Therapy	<input type="radio"/> Yes <input checked="" type="radio"/> No		

### Exceptions to Terms, Conditions, or Specifications Form

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

### Documents



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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
  2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
  3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
  4. If you need to upload more than one (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](#) - Talkspace Pricing for Sourcewell 2025.zip - Tuesday July 22, 2025 16:23:54
  - [Financial Strength and Stability](#) - Financial Strength Question 13.zip - Tuesday July 22, 2025 08:21:53
  - [Marketing Plan/Samples](#) - Marketing Samples for Sourcewell 2025.zip - Tuesday July 22, 2025 08:54:22
  - WMBE/MBE/SBE or Related Certificates (optional)
  - [Standard Transaction Document Samples](#) - Platform Services Agreement - SAMPLE Talkspace (2).pdf - Tuesday July 22, 2025 08:22:22
  - Requested Exceptions (optional)
  - [Upload Additional Document](#) - Case Studies and Research.zip - Tuesday July 22, 2025 08:55:44

## Addenda, Terms and Conditions

### PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

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 award.
3. The Proposer certifies that:
  - (1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-
    - (i) Those prices;
    - (ii) The intention to submit an offer; or
    - (iii) The methods or factors used to calculate the prices offered.
  - (2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and
  - (3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.
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 is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.
5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.
6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. 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, 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. - Dave Kasdan, SVP, Business Development, Talkspace

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 obligations contemplated in the solicitation proposal.

☒ Yes    ☐ No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
<b>Addendum 10 Virtual Behavioral Health Therapy 072225</b> Mon July 14 2025 04:53 PM	<input checked="" type="checkbox"/>	7
<b>Addendum 9 Virtual Behavioral Health Therapy 072225</b> Fri July 11 2025 03:02 PM	<input checked="" type="checkbox"/>	4
<b>Addendum 8 Virtual Behavioral Health Therapy 072225</b> Thu July 10 2025 07:01 AM	<input checked="" type="checkbox"/>	1
<b>Addendum 7 Virtual Behavioral Health Therapy 072225</b> Tue July 8 2025 08:39 AM	<input checked="" type="checkbox"/>	1
<b>Addendum 6 Virtual Behavioral Health Therapy 072225</b> Mon July 7 2025 09:58 AM	<input checked="" type="checkbox"/>	8
<b>Addendum 5 Virtual Behavioral Health Therapy 072225</b> Thu July 3 2025 10:04 AM	<input checked="" type="checkbox"/>	4
<b>Addendum 4 Virtual Behavioral Health Therapy 072225</b> Wed July 2 2025 11:46 AM	<input checked="" type="checkbox"/>	3
<b>Addendum 3 Virtual Behavioral Health Therapy 072225</b> Wed July 2 2025 11:45 AM	<input checked="" type="checkbox"/>	3
<b>Addendum 2 Virtual Behavioral Health Therapy 072225</b> Wed June 18 2025 11:27 AM	<input checked="" type="checkbox"/>	2
<b>Addendum 1 Virtual Behavioral Health Therapy 072225</b> Wed June 4 2025 08:22 AM	<input checked="" type="checkbox"/>	1