



Solicitation Number: RFP #051922

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Telligen, Inc., 1776 West Lakes Parkway, West Des Moines, IA 50266 (Supplier).

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

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

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires July 8, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

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

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

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

3. PRICING

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

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

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

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

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

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

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

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

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

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

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

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

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

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

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

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Supplier will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

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

11. INDEMNITY AND HOLD HARMLESS

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

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

resellers, marketing representatives, and agents (collectively “Permitted Sublicensees”) in advertising and promotional materials for the purpose of marketing the Parties’ relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. Use; Quality Control.

- a. Neither party may alter the other party’s trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party’s trademarks only in good faith and in a dignified manner consistent with such party’s use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party’s name or logo (excepting Sourcewell’s pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell’s written directions.

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

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

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

18. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

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

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

Minimum Limits:
\$2,000,000

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

Minimum limits:
\$2,000,000 per occurrence
\$2,000,000 annual aggregate

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

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

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

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

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other

insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

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

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all

references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

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

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of

not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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

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

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

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any

person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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

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

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

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

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

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

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

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

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

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

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

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

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

22. CANCELLATION

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

Sourcewell

Telligen, Inc.

DocuSigned by:
Jeremy Schwartz
By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 7/5/2022 | 4:40 PM CDT

DocuSigned by:
Jeff Chungath
By: 4776996F99E54A8...
Jeff Chungath
Title: Chief Executive Officer
Date: 7/8/2022 | 5:05 PM CDT

Approved:

DocuSigned by:
Chad Coquette
By: 7E42B8F817A64CC...
Chad Coquette
Title: Executive Director/CEO
Date: 7/9/2022 | 7:29 AM CDT

RFP 051922 - Wellness Engagement Program Solutions and Related Services

Vendor Details

Company Name: Telligen
Address: 1776 W Lakes Pkwy
West Des Moines , Iowa 50266
Contact: Peyton Scott
Email: proposals@telligen.com
Phone: 641-420-9436
HST#:

Submission Details

Created On: Thursday March 24, 2022 09:47:13
Submitted On: Thursday May 19, 2022 12:57:06
Submitted By: Peyton Scott
Email: proposals@telligen.com
Transaction #: 9b20c777-5c53-460b-8bc4-d23341f18865
Submitter's IP Address: 173.22.50.59

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Telligen, Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Telligen currently has no subsidiaries or ownership interest in any other organization.
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Telligen
4	Provide your CAGE code or Unique Entity Identifier (SAM):	0TUU7
5	Proposer Physical Address:	1776 West Lakes Parkway West Des Moines, Iowa 50266
6	Proposer website address (or addresses):	www.telligen.com
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Jeff Chungath Chief Executive Officer 1776 West Lakes Parkway West Des Moines, Iowa 50266 (515) 440-8519 jchungat@telligen.com
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Ami Bolles, Director of Strategic Accounts 1776 West Lakes Parkway West Des Moines, Iowa 50266 (515) 558-5023 abolles@telligen.com.
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Jeff McKinney, Proposals Manager 1776 West Lakes Parkway West Des Moines, Iowa 50266 (515) 661-9252 proposals@telligen.com.

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Telligen is on a mission to transform lives and economies. We seek to improve quality and access, achieve better outcomes, and create more predictable and sustainable healthcare budgets. Our employee-owners are committed to the delivery of innovative solutions that make a difference in the lives of individuals and communities. We have helped millions of people live their healthiest lives through proven health solutions and healthcare expertise. Our team is passionate about turning data into knowledge that informs our wellness programs. As a result, our programs deliver measurable results and healthier communities. We improve quality and lower costs by combining our extensive clinical and technical expertise to solve your population health challenges.</p> <p>Company History</p> <p>Founded in 1972, Telligen, Inc. is headquartered in West Des Moines, Iowa, with additional office locations in eight other locations: Colorado, Idaho, Maryland, Massachusetts, Minnesota, Oklahoma and Virginia. In 2013, Telligen transitioned to the employee stock ownership plan (ESOP) model after finding that ownership drives staff commitment and retention. Today, we are a subchapter S Corporation that is 100-percent owned by an Employee Stock Ownership Plan. We are neither owned nor managed by another corporation or venture capital entity, nor are we a subsidiary of another organization. This means that Telligen is focused on our mission and the success of our clients, and we offer stability and confidence across program operations.</p> <p>Telligen is represented by 600+ employee-owners, including 350+ clinical staff (e.g., nurses, physicians, pharmacists, social workers, case managers and health coaches) and 250+ technical employee-owners (e.g., developers, architects, statisticians, analysts, biostatistics, epidemiologists and specialized researchers). Our Chief Executive Officer, Jeff Chungath, has led our organization for more than a decade and has been with Telligen since 2004. In addition to overseeing our leadership team, he also directly oversees our Health & Well Being Division.</p> <p>In 1985, we began offering care management/wellness services under Telligen's commercial division, previously known as Encompass. In 2014, Telligen acquired the Colorado Foundation for Medical Care to add federal contracts and expand data analytics, GIS mapping and care coordination capabilities. In 2016, Telligen acquired Total Well-Being to expand our wellness portfolio. This evolution produced an organization with unmatched staff experience and expertise, backed by proven systems and solutions to deliver world-class health management services.</p> <p>We are confident that Telligen possesses the necessary capabilities and expertise necessary to exceed Sourcewell's wellness program vendor expectations. We look forward to further discussions and a successful long-term partnership.</p>
11	What are your company's expectations in the event of an award?	<p>If awarded, we expect to compete for Sourcewell RFPs and provide compelling proposals that will impress Sourcewell clients. The Telligen team will provide wellness program service proposals tailored to match the specific requirements and client preferences expressed in each individual RFP. We will not submit boilerplate responses that fail to intrigue clients or fail to provide the information sought by the solicitation. Each response will align to its RFP, making it easy to navigate the document and find the information needed to evaluate the proposal.</p> <p>Our technical writers will apply their depth of knowledge and experience to provide effective responses that persuade evaluators and clients. Our proposals will reflect Telligen's customized, client-focused wellness programs and services that consistently exceed client expectations and deliver effective health management services that fulfill contract requirements with high program client satisfaction and retention. We expect that a Sourcewell, Telligen partnership would be productive and mutually beneficial.</p> <p>Finally, we expect that Sourcewell's procurement process more streamlined than the typical local government agency managed solicitation. We expect Sourcewell managed RFPs to effectively advocate on behalf of the agency's interests and elicit relevant responses from the best vendors. With Sourcewell guiding the procurement and providing sense-making to the solicitation process, we expect Telligen will be positioned to provide highly responsive, winning proposals.</p>

12	<p>Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.</p>	<p>* The information contained in this response and the supporting attachments are confidential, protected under Minnesota Statute 13.591 BUSINESS DATA, which protects "financial information about the business."</p> <p>The following statements are supported by the independent auditor's report and Dun & Bradstreet Reports, both offered as Attachment 2 in the attached .pdf file. Telligen has the financial stability, strength, and cash reserves to perform this scope of work in a fiscally responsible and solvent manner throughout the contract life. Telligen's actions to promote fiscal responsibility are commensurate with our structure as a 100-percent employee-owned company. All employee-owners are motivated to adopt practices that will produce sustainable financial results and improve the company's financial value. Through prudent fiscal management, Telligen's balance sheet demonstrates a strong cash position and a strong solid current ratio of 4.0. Telligen has maintained positive net income exceeding 5 percent of annual revenue for the past five calendar years.</p> <p>We also demonstrate fiscal stability via consistently clean annual external audit opinions and passing federal audits to maintain a federally accepted accounting system. These audit results demonstrate that we have appropriate internal controls, accounting systems, and practices to manage any health program in a fiscally responsible manner. In addition, our Dun & Bradstreet report proves fiscal stability related to overall business risk, viability ratings, timeliness of payments to vendors, and other key metrics.</p>	*
13	<p>What is your US market share for the solutions that you are proposing?</p>	<p>We do not have a basis for calculating market share for wellness services across all public entities. Our market share is small, but this does not accurately reflect our extensive experience and wellness program capabilities.</p>	*
14	<p>What is your Canadian market share for the solutions that you are proposing?</p>	<p>Telligen does not currently operate in Canada, but we are willing and able to secure the authorizations necessary to secure work in Canada.</p>	*
15	<p>Has your business ever petitioned for bankruptcy protection? If so, explain in detail.</p>	<p>No, Telligen has not petitioned for bankruptcy at any point in our company's history.</p>	*
16	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. 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>	<p>b) Telligen is primarily a provider of health management services across the United States. We are a trusted partner to federal health agencies, state Medicaid programs, managed care organizations, and employer health plans. Our wellness account management and health management services are provided by our in-house staff. Our account management team also operates as our sales force, supported by Telligen's business development, proposals, finance, contracts, and information technology departments. Our biometric screening services are supported by the LifeHealth. They provide on-site logistics and services for biometric screenings. Our team handles everything else prior to screening and managing all results and reports after screening.</p>	*
17	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>URAC Accredited. In 1998, our case management program achieved URAC accreditation. Today, we are also URAC certified for Health Utilization and Disease Management. We are currently working through the process of NCQA accreditation for population health management.</p>	*
18	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>Telligen has not been subject to suspension or debarment in the last 10 years.</p>	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>2022 – Telligen’s SoonerCare Health Management Program (HMP) was recognized by an independent evaluator for administration of health coaching and affiliated services and their financial impacts on the Oklahoma Health Care Authority (the OHCA) between 2019-2020. The evaluation showed the SoonerCare HMP health coaching program achieved \$10.4 million in net savings to OHCA. In addition to those savings, Telligen partnered with OHCA on a series of value-based performance measures in 2021. Selected performance metrics included a five percent withhold of contract award dollars, with payment back to Telligen based on meeting specific performance targets. Based on the evaluation, Telligen not only achieved all the measures but also exceeded thresholds by statistically significant margins. The measures included meeting specific thresholds for SoonerCare adults with diabetes receiving an HbA1c screening and a retinal screening, as well as successfully reducing emergency room visits and inpatient hospital days. In both instances, Telligen outperformed the comparison group.</p> <p>2021 – In recognition of the advancements of Telligen’s proprietary health management program, Qualitrac, we were recognized as a finalist for the 2021 Prometheus Awards presented by LWBJ to honor innovators and leaders from technology, business, education and government for the year’s most momentous achievements.</p> <p>2017 – Telligen was recognized for our “Unprecedented National Impact on Patient Safety in All US Hospitals” by the Centers for Medicaid & Medicare (CMS), at their annual Quality Conference.</p>
20	What percentage of your sales are to the governmental sector in the past three years	12.4% - Note: Health & Well-Being government clients as a percentage of total Telligen sales, across all service lines. Our other service lines almost exclusively serve government clients. Across the company, government sector sales represent a much higher percentage.
21	What percentage of your sales are to the education sector in the past three years	0.2% - Note: Health & Well-Being education clients as a percentage of total Telligen revenue, across all service lines.
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>Telligen currently participates in a variety of federal cooperative purchasing contracts. Specifically, we hold the following umbrella purchasing contracts with the Federal Agencies. Information concerning sales volumes for each contract will be made available upon award.</p> <p>TELLIGEN CONTRACT VEHICLES PRIME</p> <p>CMS NQIIC IDIQ CMS SPARC IDIQ GSA MAS – see response to item #23 HHS PSC IDIQ CMS MIDS IDIQ HRSA EVALUATION STUDIES IDIQ CMS NSTP IDIQ</p> <p>PARTNER</p> <p>CMS RMADA2 IDIQ CMS ADELE QRI-BPA DASH BPA DOD TEAMS NIH CIO-SP3 VA T4NG IDIQ HRSA TECHNICAL ASSISTANCE IDIQ VHA INTEGRATED HEALTHCARE TRANSFORMATION IDIQ CDC SHEPHERD IDIQ</p>
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>Telligen’s Federal Health Services Division holds the following GSA contract: General Service Administration Federal Supply List Authorized Federal Supply Schedule Price List Multiple Award Schedule Federal Supply Group: Professional Services Contract Number: GS-10F-0079Y Period covered by Contract: November 30, 2021 to November 29, 2026 Information concerning sales volumes for each contract will be made available upon award.</p>

Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
* The information contained in this response is confidential, protected under Minnesota Statute 13.591 BUSINESS DATA, which protects "customer lists." State of Arizona	Amanda Accatino	602.542.0586	*
Douglas County	Cristy Cobb	303.660.7413	*
City of Chicago	Arlene Ortiz-Cruz	312.744.6725	*

Table 5: Top Five Government or Education Customers

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

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
* The information contained in this response is confidential, protected under Minnesota Statute 13.591 BUSINESS DATA, which protects "customer lists." City of Chicago	Government	Illinois - IL	Telligen is responsible for health coaching and data management for all aspects of the Health Improvement Program of one of the largest City governments in the United States. The City's Health Improvement Program is for all benefit-eligible client employees. The program includes biometric screenings, health assessment completion, credit for annual screenings and health improvement programs. We offer the following HIPs : Metabolic syndrome coaching program Condition management program We work closely with the City, coordinating all services to ensure a seamless program for all benefit eligible participants, and provide comprehensive program reporting.	30,000 employees	\$1.8M/yr	*
The State of Arizona	Government	Arizona - AZ	Telligen has contracted with the State of Arizona to provide an online wellness platform and Health Risk Assessment (HRA) that tracks activity and participation in wellness challenges for more than 60,000 state employees, which ranged from those working in correctional facilities to state universities and judicial departments. The program includes biometric screenings, health assessment completion, credit for annual screenings and well-being challenges.	65,000 employees	\$407,256/yr	*

The State of Oklahoma	Government	Oklahoma - OK	<p>Since 2008, we have contracted to provide the state's health management program. Featuring person-centered health coaching (Disease Management), members are receiving preventive care, evidence-based disease management, motivational support, care coordination and education to manage their conditions. During SFY 2014, the contract expanded to provide additional funding to add staff and additional services.</p> <p>Telligen care coordinators assess members of using motivational interviewing to understand health issues, build trust, help members set realistic and achievable goals, and teach members self-management skills within a patient-centered model. Telligen also provides practice facilitation to selected primary care practices across the state, with services that promote chronic disease management, team-based care and evidence-based practices to treat chronic conditions.</p>	400K+ participating Medicaid enrollees	\$9M/yr	*
Aurora Public Schools	Education	Colorado - CO	<p>Operating a Public School Wellness Program for all benefit-eligible employees of the school district. The program served approximately 6,500 employees. The program was activity-based and included health assessment completion, credit for annual screenings, and well-being challenges. Participants that completed the health assessment received an incentive, which was paid out the month following achieving the point goal. As the prime contractor, Telligen was responsible for all aspects of the program. We worked closely with their benefits team and their insurance carrier to coordinate all program aspects to ensure a seamless program for all benefit eligible participants.</p>	6,500 participants	\$100K/yr - contract expired in FY 2019	*
Douglas County, Colo.	Government	Colorado - CO	<p>As the prime contractor, Telligen is responsible for all aspects of the County Wellness program. We work closely with County officials, coordinating all vendor relations to ensure a seamless program for all benefit eligible participants, and provide the county with comprehensive program reporting. The program is activity-based and includes biometric screenings, health assessment completion, lifestyle/at-risk/ disease management coaching, credit for annual screenings, well-being challenges.</p>	1,300 employees	\$51,500/yr	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable.

Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
26	Sales force.	<p>Telligen has a national sales and account management team. They are involved in every stage of program marketing, market capture planning, proposal production, pricing new work, finalist presentations, and negotiations. Our team is an experienced group of wellness professionals with extensive knowledge of the wellness industry and our program. Their expertise in account management, programming, and implementation is reflected in our unmatched service excellence and client satisfaction. Our clients experience a seamless transition, as they interact with a single program team from sales presentation through implementation and contract execution. Our team consistently secures new business while also overseeing successful implementations and actively managing wellness coaching programs in 8 states. Telligen actively markets its solutions at national conferences through sponsorships, exhibit space, speakers and media. We would promote the Sourcewell relationship if we are selected as a partner.</p>
27	Dealer network or other distribution methods.	See answer to item #27
28	Service force.	<p>Account Management Organization – illustrated in Exhibit 1 of the attached .pdf</p> <p>Our CEO Jeff Chungath provides direct executive support for all Health & Well-being (HWB) clients. This involves overseeing our HWB business unit and serves as the executive sponsor for all HWB contracts. Your account management team will include Ami Bolles, director of Strategic Accounts, and Anna Vander Beek, our account manager. The account management team works directly with Joyce Numedahl, director of Care Solutions and her staff to ensure that our implementations and ongoing operations fulfill program requirements. We provide staff bios here and full resumes upon request.</p> <p>Ms. Bolles has more than 20 years of Health and Wellness programming experience, specifically in chronic disease prevention. She has worked extensively with such partners as the CDC on development and implementation of programs such as the Diabetes Prevention Program.</p> <p>Ms. Vander Beek has been with Telligen for more than six years and has worked in account management for five years. Her background is in healthcare administration and she has worked in all areas of our commercial health segment. She has experience managing state, city and county accounts.</p> <p>Ms. Numedahl has more than 30 years' experience in nursing and care management. Her accomplishments include exercising independent judgment and discretion with development and execution of program deliverables to clients, resulting in client's satisfaction and according to company and legal standards and budget. Responsible for program adherence to URAC, HIPAA, State and DoL requirements.</p> <p>Staff Training</p> <p>We excel at building highly qualified, integrated teams to help our clients meet their program goals. Our management team secures operational success by ensuring the necessary talent supply for all clients. We do this with ongoing sourcing and recruiting practices, in concert with our human resources experts. We are a well-known employer of health promotion and clinical talent in our geographic locations because we sustain key recruiting relationships and optimize employment-branding to keep future talent interested in our company.</p> <p>In addition, our management team makes certain that staff training and development needs are assessed routinely by direct managers and tracked through our Learning Management System (LMS). We also provide development planning tools to assist our staff members with their professional career goals. Time is also provided for company-required training and development, and we provide a generous Tuition Reimbursement/Educational Assistance program for our employee-owners who wish to pursue additional certifications, advanced degrees and continuing education units (CEUs).</p> <p>Our coaches are required to complete annual training courses that help them understand and engage their clients. All our required training can be customized with content for the population and our cultural competency training prepares staff members to effectively connect with and manage diverse populations. In addition, our required and optional training courses are asynchronously offered on our company's LMS.</p> <p>Additional training courses for coaches include:</p> <ul style="list-style-type: none"> Department Orientation: Policies, procedures and documentation services. Customer service confrontation and conflict.

29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>Implementation</p> <p>Telligen's recommended implementation phase is 60 to 90 days from award and contract execution. We provide a sample implementation plan in Attachment 3. When new programs require a condensed timeline, we will provide a turn-key approach.</p> <p>To ensure a successful transition, our implementation plans account for the unique needs of the client and their participants. Our proven approach to each stage of implementation ensures that sufficient controls are in place and contract requirements are fulfilled. Our approach provides a sound basis for problem identification and corrective actions when required.</p> <p>During the rigorous implementation process, we will conduct periodic implementation meetings, with the schedule established and approved at the Implementation Kickoff meeting. Stakeholders will include identified individuals from the client's and Telligen account management and operations teams. During this process, we establish key program dates to create a communications timeline. Following the kickoff meeting, we will hold weekly implementation meetings to provide progress updates and to discuss potential issues concerning issues like enrollment, annual planning, identification for coaching programs. Additional ad hoc meetings will be held as needed to address specific workflows, process, and/or issues.</p> <p>Key steps in the implementation process that we will focus on include:</p> <ul style="list-style-type: none"> Setting up transfers of data files and sharing file format information. Reviewing program requirements and establishing deadlines for activities. Creating a comprehensive communications plan. Configure portal with the specific content and branding. Determine reporting needs and timing. <p>Throughout the program launch, we amplify interest in the upcoming wellness program by communicating with participants on the wellness portal and via mobile app, targeted emails, fliers, guides and posters. We also work with the client to create customized wellness challenges that are applicable to their population. Once program components are established and the implementation process is completed, we establish a regular reporting structure that begins following the launch of the new program year. Prior to official launch, we conduct a full walk-through with the client on the completed pieces of the plan, communications and the portal – all of which are client approved, leading to a successful, smooth launch of the new program year.</p> <p>To support implementation and throughout the life of each contract, a dedicated customer service phone number is assigned to the client and is visible on the log-in page of the wellness portal. This phone number is available from 7 a.m. to 7 p.m. CST Monday-Thursday and 7 a.m. – 5 p.m. CST on Friday. The line is supported by voicemail for after-hours notifications. We respond to voicemails within one business day. The portal and mobile app also feature a Feedback and Support tab for technical or programming questions. This is available 24 hours a day, and we respond within one business day.</p>
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30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Customization/White Labeling</p> <p>Telligen's program and wellness portal is highly customizable and can accommodate a variety of incentive structures. Our proprietary wellness mobile app is maintained and enhanced by our internal product development team using Agile methodology, giving us the ability to make updates quickly depending on the complexity of the business requirements. The flexibility allows us to customize program designs and incentive structures to meet each client's unique needs.</p> <p>Throughout our book of business, we have a wide variety of program designs from very straightforward voluntary activity-based incentive structures to more complex programs that have mandatory participation based on identification using claims and biometric data. The wellness portal is customizable and can accommodate a variety of population health management priorities, communication preferences and incentive structures. We work with clients to determine the program structure, incentives, wellness portal design, and implementation timeline that meets the unique needs of their employees.</p> <p>The Telligen wellness portal/app/and materials are customizable at no additional fee. Starting on day one, we offer the flexibility to apply client branding across all member-facing tools, content and communications. Owning the branding lets members know that this program is a employer-sponsored benefit. The program design, including games, points, and custom incentives, will be based on each Sourcewell client's goals and objectives. We support branded messaging and themes throughout the platform, accommodating branded goals, content, Healthy Habits, challenges, and more.</p> <p>Clients can customize with a unique URL, colors, brand, messaging, activities. We have a catalog with more than 100 challenges. We work with the client and take their feedback seriously to make changes to our wellness portal that are relevant and fit within their population's needs and programming. We customize the home tab with information about the organization's program and requirements. We can also tailor this tab to specific populations, which includes having different well-being program eligibility and incentive requirements. The portal can promote organization and community events and activities on Events tab. We also customize the Home tab with an alert functionality to promote important organization, well-being, and/or benefits information. Challenges within the portal can be customized down to the group level. We can also customize communications sent through the portal on the individual level. We provide webpage screenshots in Attachment 4.</p> <p>Reporting</p> <p>Our standard reporting package, which we include in Attachment 5, includes registration and utilization information including engagement metrics for the wellness portal broken down into the client's specified demographics, mobile app utilization, and coaching programs engagement. We can provide detailed analysis on portal usage for a variety of metrics including areas/pages with the highest traffic, time spent on those areas, trends based on dates and times, and average engagement times.</p> <p>The client's program administrators receive administrative logins that provide access to engagement reports at any time. Telligen can also run these reports by request, in addition to regularly scheduled reporting intervals. The scheduled Telligen Wellness Platform reports include data on engagement trends concerning registration volumes, participation in coaching programs, mobile app logins and usage, challenge participation, and journaling activity, in addition to a menu of other measures that the client can select for inclusion. Telligen can provide the reports and train client representatives to pull these reports as needed. We will work with the client to determine the cadence of these reports during implementation.</p>
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Telligen is able to provide services in all U.S. states. We are able to provide these services through our network of offices, positioned throughout the continental U.S.
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Telligen does not currently operate in Canada, but we are willing and able to secure the authorizations necessary to secure work in Canada.
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Please see Telligen's response to items 31 & 32.

34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Telligen's ability to serve all participating entity sectors is unrestricted. We do not anticipate conflicts with any existing or future Telligen contract requirements.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Telligen's ability to operate in Alaska and Hawaii is unrestricted.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Telligen uses a targeted approach to program promotion and marketing. We start with opportunity-specific intelligence to help us understand the nuances of the potential client, its employees, and our competitors. Quality intelligence equips us to make informed bid decisions and to identify the key win themes, differentiators, and price points we need to win the work. Solid capture information also allows Telligen to apply promotional strategies that build brand familiarity in advance of a bid. Once the decision is made to target an opportunity, we take steps to expose key decision makers to Telligen promotions and people, whenever it is both possible and allowable under the rules of the procurement.</p> <p>Sourcewell should expect cross promotion from Telligen. We will make sure our website, social media, advertising and marketing at conferences will promote the Sourcewell relationship. We will actively promote the use of Sourcewell's expertise in managing procurements to potential government clients. We have experience with this cross promotion with health partners, joint ventures and GSA schedules.</p> <p>Our targeted campaigns are supported by Telligen's larger marketing program, which promotes Telligen products and services on all fronts of modern marketing spectrum:</p> <ul style="list-style-type: none"> Multi-location Marketing – localized promotions in our existing communities and service areas Conferences, sponsorships, exhibits, speaking engagements and journals. Professional Networking and event promotions Digital Solutions – web-based and social media promotions & geo-fencing Public Relations Branding & Creative Design Data and Analytics Community Building – In 2005, Telligen launched a charitable organization called Telligen Community Initiative (TCI), to support innovative and forward-looking health-related projects in our primary service areas. In the past eight years alone, we have funded nearly \$13 million in community-based support to 313 projects in our four states. <p>Telligen is capable and well-positioned to participate in Sourcewell's growth. Our highly skilled national sales team is backed by a proven contract execution process that is second to none. With the advantage of operating within Sourcewell's streamlined competitive solicitation process, our team will have the opportunity to refine our sales process and develop targeted marketing materials and messaging that inspire the confidence and engagement of Sourcewell clients.</p> <p>Communications</p> <p>We will also apply facets of this process to our marketing and communication efforts directed at our wellness program participants employees. We work with each client to establish a detailed communications strategy which includes program launch, open enrollment, during the launch period, and program communications. We also incorporate a deliverables plan that includes scheduled updates, portal content updates, written communications and a schedule for routine reporting. A sample communications schedule is in Table 1 of the attached .pdf.</p> <p>During the pre-launch timeframe, we will notify employees multiple times, using all mediums, with program information and important dates. We will review and customize all communications schedules and content for the client to meet program requirements. Telligen will use letters, emails, calls and alerts to inform employees and provide general communications such as newsletters and posters for promotion, as required by the client. Initial communications will inform all program employees of the program details, including participation requirements. Typically, we send monthly letters and emails leading up to the program launch. Telligen also offers client-specific wellness marketing materials such as newsletters and posters to build program awareness. We provide a sample Newsletter and Communications Calendar in Attachments 6 & 7. We write all participant correspondence, so it is easy to comprehend, with advanced material available. We also</p>	*

		<p>make these materials available in English and Spanish.</p> <p>Throughout this process, Telligen's account management team collaborates with client representatives through regular meetings, communications and reporting. The purpose of these meetings is to establish transparency, open dialogue, and to advise clients on compliance issues and opportunities to improve program performance and quality through innovative approaches and tools. This is where the professional expertise of our team provides added value. For example, Ami Bolles, who leads our account management team, is a nationally recognized trainer on the Diabetes Prevention Program and is sought by the Centers for Disease Control and Prevention (CDC) to train other organizations. You will find that each member of our team has a unique and value-added competency that complements programming discussions with the client.</p> <p>During the pre-launch timeframe, we will notify employees multiple times, using all mediums, with program information and important dates. We will review and customize all communications schedules and content for the client to meet program requirements. Telligen will use letters, emails, calls and alerts to inform employees and provide general communications such as newsletters and posters for promotion, as required by the client.</p> <p>Initial communications will inform all program employees of the program details, including participation requirements. Typically, we send monthly letters and emails leading up to the program launch. Telligen also offers client-specific wellness marketing materials such as newsletters and posters to build program awareness. We provide a sample Newsletter and Communications Calendar in Attachments 6 & 7. We write all participant correspondence, so it is easy to comprehend, with advanced material available. We also make these materials available in English and Spanish.</p> <p>Throughout this process, Telligen's account management team collaborates with client representatives through regular meetings, communications and reporting. The purpose of these meetings is to establish transparency, open dialogue, and to advise clients on compliance issues and opportunities to improve program performance and quality through innovative approaches and tools. This is where the professional expertise of our team provides added value. For example, Ami Bolles, who leads our account management team, is a nationally recognized trainer on the Diabetes Prevention Program and is sought by the Centers for Disease Control and Prevention (CDC) to train other organizations. You will find that each member of our team has a unique and value-added competency that complements programming discussions with the client.</p>	
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Telligen employs a robust digital marketing strategy to promote brand awareness and generate leads. Social media, digital data mining, and tools such as geofencing play a vital role in Telligen's marketing and capture strategies. Telligen actively funnels PR releases, news, and promotional materials through our website, social media platforms, and online professional communication channels. Our targeted marketing approach leans on these tools to build brand awareness as we extend our promotional reach to targeted groups and individuals. Telligen utilizes efficient, cost-effective web-based tools for building brand awareness with key decision-makers and potential clients. Our digital content is SEO-optimized and reviewed against current marketing standards.	*
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Telligen is familiar with Sourcewell's reputation for facilitating member agency procurements and promoting vendors. Our expectation is the Sourcewell will become integral to our commercial contracting process and become a primary vehicle for advancing Telligen's wellness services. As the partnership grows, we will incorporate Sourcewell's branding in our commercial marketing, such as event vendor displays and handouts. We also expect that Sourcewell bids will receive top priority in our bid development efforts.	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	We are continually looking to improve our market exposure and enhance our ability to quickly identify and evaluate opportunities. On average, E-procurement has helped our cause. We currently subscribe to a growing number of e-procurement websites and tools that allow us to quickly identify solicitations and respond efficiently. Both our Business development and Bids & Proposals teams use e-procurement tools on an increasingly regular basis. As such, we are confident in our ability to work within almost any e-procurement environment.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Results</p> <p>Telligen's wellness program participants consistently achieve positive health outcomes (in the form of improved biometric score changes). This improves their health status, their productivity, and reduces future medical and pharmacy expenditures. Peer reviewed research has shown that members with three risk factors for metabolic syndrome have average claims costs that are 1.6 times greater than members with less than three risk factors and that additional risk factors increase claims cost by another 24 percent per year.</p> <p>By addressing these risk factors and preventing the development of chronic conditions such</p>

as diabetes we feel that our programs have a significant long-term impact on healthcare costs and individual's health. Achieving cost savings goals is critical, but we also know offering Metabolic Syndrome coaching is the right thing to do because it helps improve the quality and longevity of lives. Telligen's At-Risk program has successfully lowered the number of participants with three or more risk factors for metabolic syndrome by more than 30 percent in populations. This includes the elimination of individual risk factors such as high blood pressure, large waist circumference, and elevated triglycerides by more than 40 percent of participants in the program.

Telligen provides ongoing outcomes reporting to monitor progress toward goals and assess program effectiveness. For example, we use a proprietary ROI calculator to continuously monitor the health and cost outcomes across our programs. Our current program ROI is \$2.1:1 for our condition management program.

Continuous Program Improvement

From day one, Sourcewell clients will feel the Telligen difference. Our commitment to continuous improvement extends to every aspect of our services. It is also required to keep pace with communication technology and changing public health concerns. We demonstrate our commitment to improvement via our ongoing efforts to anticipate and adjust to changes, and capitalize on opportunities to improve our program capabilities, technology and coaching tools. In recent years, we have accelerated the development and expansion of our virtual programming technology and tools. We have made major enhancements to our coaching app and portal, and we have expanded the options for wearables data integration such as the Apple Watch. Our team recently completed a comprehensive review of our coaching clinical standards and how those standards are executed in virtual interactions. Our wellness portal and mobile app, My Health by Telligen, have both received recent system upgrades and our system functionality and reliability continue to satisfy rising client expectations. On the horizon, we are testing enhancements to our app-based coaching interface, which are being scheduled for launch.

However, the most significant improvement opportunity in the Wellness space has, of course, been the pandemic. Subsequent changes to the workplace, disease tracking, and growing mental health concerns have transformed wellness program priorities and expectations. In the early stages of the pandemic, Telligen developed tools to evaluate employee concerns and to provide educational content to inform workplace safety protocols and address the health concerns of workers who were quarantined or transitioning to remote status. We worked with some clients to identify high-risk, high-cost members for targeted best-practice education about how to best protect themselves, their health and their families, and provided information about using telehealth for mental health visits, which was especially valuable given that our referral requests for behavioral health services increased by 60 percent.

As the post-pandemic environment emerges, we are working with clients to maximize the many ways that our wellness programs can support business continuity management, risk mitigation and disaster recovery. We believe the greatest opportunities for improvement lie ahead, as we reflect on our collective response, identify response gaps, and learn from our successes and failures. COVID has fundamentally changed the workplace and our schools, which requires a shift in the wellness services we provide our government and commercial clients.

Beyond the pandemic, we continue to keep a pulse on the wellness/well-being industry by being active and visible participants at conferences and within professional groups. As new tools and best practices arise, we work with clients to evaluate and incorporate enhancements. Our wellness coaches and staff are expected to participate in periodic certification training programs and skill enhancement exercises. For example, our wellness workshops, otherwise known as lunch & learns, are held periodically to share industry updates and promote merging best practices. Recent topics have included Nutrition, Exercise, and Emotional Wellness. We also offer "Live Events" which are 15-minute interactive, action-based sessions which are led by our coaching staff. These sessions can include meditation, exercise, or an abbreviated cooking demonstration. Independently, many members of the wellness team also use Telligen's tuition, professional development and certification programs to build their professional competencies by pursuing additional training, certifications and licenses.

We are dedicated to exceeding client expectations, even as those expectations shift and evolve. Telligen supports ongoing improvement efforts across all programs through a comprehensive, company-wide quality improvement program. The program is centered around periodic program performance reviews via committees and standing meetings. To enhance our evaluations, we engage professional advisers and independent auditors. Developments and enhancements to the tools within our proprietary wellness portal and mobile app are one product of that process. Client-level performance evaluations are conducted by our Health & Well Being program team, which continually monitors and updates our wellness services and tools.

Security

		<p>Telligen complies with HIPAA privacy and security rules for storing data and transferring data to outside parties. In order to maintain compliance for Telligen and our clients, we use a secure managed file transfer system called GoAnywhere. The GoAnywhere system allows for secure manual or automated file transfers between Telligen and outside parties. This system maintains encryption of data both at rest and while in transit as required by HIPAA. It employs FIPS 140-2 compliant encryption and is backed by a 2048-bit certificate using SHA-256 from a trusted certificate authority.</p> <p>Our team employs meticulous oversight regarding data protection based on Telligen's "culture of responsibility." To protect our clients, program participants, and our company interests, we maintain and adhere to strict policies regarding processes and procedures of data protection that are integrated into our training program and onboarding process. Our senior quality management team conducts random, unannounced audits to ensure compliance. We require all staff to complete security and compliance training that adheres to HIPAA. The training addresses guidelines for HIPAA and privacy rules, how to handle protected health information (PHI), personally identifiable information (PII), and confidential information, as well as safeguarding information systems.</p> <p>Sensitivity</p> <p>All health coaches go through annual ethics, cultural diversity and HIPAA security training. They receive training and testing on how to handle personal health information (PHI) and personal identification information (PII). This training addresses and reinforces a culture of diversity and how to respond to sensitive issues. All coaching calls are recorded for quality improvement opportunities. The manager, during monthly audit activities, will listen to recorded calls for each coach to ensure our coaches are handling each situation appropriately.</p> <p>Our staff is also required to complete Communication Across the Cultures and Diversity training. This program trains our staff to communicate effectively across cultures, and provides guidelines and best practices for speaking to, and addressing member differences. This program also highlights the importance of keeping the member's cultural expectations in mind when creating presentations and how to make presentations effective for cross-cultural settings. As part of our company's work with the Centers for Medicare & Medicaid Services (CMS), we also conduct training in cultural competency and language access standards.</p> <p>To accommodate all potential participants, Telligen's coaching services are supported by translation services in several languages, including Spanish. If a member requires a different language, our coaches will use a language line service to interpret the conversation. "Language Line" is a telephonic translator service to address any language barriers. Language line provides access to more than 240 languages and 24/7 coverage to ensure that we can meet all member needs. Our paper HRA is also available in Spanish and other languages (other languages are subject to an additional charge). The assessment process itself is designed to be inclusive. Our multi-pronged clinical assessment allows our coaches to meet members where they are, regardless of ethnicity, language barriers or cultural differences. If a member requires a different language, our coaches will use a language line service to interpret the conversation.</p>
41	Describe any technological advances that your proposed products or services offer.	<p>Within our 12-month roadmap, we will add functionality to our mobile app that will enhance our mobile coaching capabilities. Telligen has found member engagement levels are much higher for app-based interactions. For this reason, we are working to expand the content and capabilities of our app-based services. We are also working to increase our already robust medical device connectivity, e.g., glucose monitors, blood pressure cuffs and electronic scales.</p> <p>Beyond those 12 months, we are constantly looking to improve our wellness portal and mobile app. We also keep a pulse on the wellness world by participating on and presenting at industry events and by reviewing the professional research and publications. We pride ourselves on client collaboration, using their feedback to make changes to our program that are relevant and fit within their populations needs and programming. We are always looking for opportunities to improve our client services.</p>
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>The majority of Telligen's wellness program services are provided virtually with minimal environmental impact. Those services originate from our main offices, where we promote environmentally responsible practices, such as recycling, virtual communications to reduce travel, community gardening, and energy efficient building modifications.</p>

43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Not applicable. Telligen wellness services do not involve equipment or products that would have a measurable environmental impact.	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Telligen is a large business, ineligible for disadvantaged small business certifications. However, our purchasing department actively engages small and disadvantaged businesses to procure services for Telligen. Many of our state contracts have subcontracting requirements for disadvantaged small businesses. Many of those subcontracts have created partnerships and collaborations that have continued beyond the scope of the contract requirements. Those relationships also allow us to address small business requirements of new solicitations with efficiency and the confidence and trust that exist in our established partnerships.	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Please see our response to Item #40 and the supporting information contained in Telligen's attached proposal document.	*

Table 9: Performance Standards or Guarantees

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

Line Item	Question	Response *	
46	Describe any performance standards or guarantees that apply to your services	<p>We will work with the client to determine their wellness priorities and we are willing to provide performance guarantees to align with your wellness objectives. Telligen is willing to negotiate fee-based performance guarantees with the client. We are willing to place up to 5 percent of fees at risk if performance guarantees are not met. We initially propose the following performance guarantees in Table 2 of the attached .pdf. During the finalist and contracting phases, Telligen would encourage additional discussions and discovery to lead to the most effective and relevant guarantees for the client.</p> <p>Wellness Performance Guarantees</p> <p>Criteria – Clinical Goals, Targeted Standard, Percent of Fees at Risk</p> <p>1) Personal Health Assessment Survey Completion rate, 50% of registered users complete Health Assessment, 0.5 %</p> <p>2) Biometric Screenings, In year one at least X individuals will participate in one of the three biometric screening options (screening events, physician form, clinical lab form), 0.5%</p> <p>3) Wellness Portal Engagement, In year one, at least X individuals will participate and complete a quarterly fitness/wellness challenge and look at increasing completions each year by 5%, 0.5%</p> <p>4) Coaching Outreach, 90% of individuals that qualify for coaching off of biometric screening data will be outreached within 14 business days after identification, 0.5%</p> <p>* Must have a minimum of 20 individuals engaged to have PG apply</p>	*
47	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	Please see our response to item #46.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
48	Describe your payment terms and accepted payment methods.	Payments are due net 30 days upon receipt of invoice.
49	Describe any leasing or financing options available for use by educational or governmental entities.	We do not provide leasing or financing options, which are generally not applicable to services of this kind.
50	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Telligen has a standard services contract with terms and conditions which can be used if ever requested, but we are also able to work with Sourcewell's standard transactions documents. We do require clients to agree to BAA, as statutorily required, to exchange wellness services with Telligen.
51	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	We do not accept corporate purchasing cards of credit card as a method of payment. We accept payment by EFT/ACH or check.

Table 11: Pricing and Delivery

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

Line Item	Question	Response *
52	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>Telligen can provide pricing under several models, as required by the RFP, but we typically price on a PEPM basis, as we have here, with tiered pricing that applies discounts according to the participant volumes. Our model includes a standard wellness platform package with a PEPM price, implementation fees that are stepped down by participant volume, and add-ons priced per participant. Additional add-on services are discussed and will be priced upon request. Our detailed price proposal is included in a table provided in our attached pdf.</p> <p>Our tiered pricing model is adjusted to member population. Pricing variables also include dependent eligibility, dependent ratio, incentive structure administration and programs selected. The rates are representative and assume the programs would be available to employees and their dependents. Alternative rates are available for programs only available to employees or with lower/higher dependency factors.</p> <p>If the client decides to expand their wellness program, Telligen offers the following add-on options to our services:</p> <p>Diabetes Prevention Program/Weight Loss Programming: The Telligen Weight Loss and National Diabetes Prevention program is composed of a series of group educational sessions and uses lifestyle change interventions that target improving diet, increasing physical activity and achieving moderate weight loss. Each session lasts 45 minutes and will take place on a live distance learning platform. Participants will complete assessments with their Telligen coach, receive education guides including access to an online portal, and each session will include a weigh in as well as review of the participant's activity log and food diary.</p> <p>Live Web-Based Events: Additional web-based live events can be offered as a component incorporated into the wellness program strategy in 10-15 minute increments such as mindfulness and meditation sessions and exercise or nutrition-based sessions led by a Telligen health coach. Examples of exercise or nutrition sessions include desk/chair exercises and reading nutrition labels.</p>
53	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The tiered pricing model in our proposal represents an approximate discount of 8 to 15% from our standard pricing, depending on participant volume and selected services. Please see our price proposal in the attached proposal document in item #52.

54	Describe any quantity or volume discounts or rebate programs that you offer.	Yes, our tiered pricing model provides discounted PEPM pricing and reduced implementation fees based on the size of the member population (number of covered lives).	*
55	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Not applicable to this submission.	*
56	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	All charges for programming are included in our pricing provided in item #52. One-time implementation fees are required for new clients with fewer than 2,500 participants. This pricing is also reflected in our tiered price proposal.	*
57	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Not applicable to this submission.	*
58	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Not applicable to this submission.	*
59	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Not applicable to this submission.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
60	d. other than what the Proposer typically offers (please describe).	Telligen has provided a discounted fee structure based on participant volumes. It is not our typical fee structure and provides relief for rates and implementation fees that are not offered in our other bids. We have proposed this fee structure to address the anticipated range of contract sizes Sourcewell facilitates.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
61	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Sourcewell contract compliance will be managed by our Account Management team, with primary responsibility assigned to our Director of Strategic Accounts, Ami Bolles. She will oversee and delegate all operational-level contract monitoring and compliance management, ensuring that contract terms, rates and reporting requirements are followed and fulfilled. The Account Management team will collect and monitor data necessary to assess program status, performance, quality and to produce scheduled and ad hoc reports. The Account Management team is supported by Telligen's Finance and Administration (F&A) Division, which provides organization-level contract audit controls to ensure contract compliance. The F&A contracts and finance teams will work with our Account Management team to ensure contract pricing levels are observed on all Sourcewell contracts.
62	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Please see our performance guarantees for our primary performance metrics. Telligen is willing to negotiate additional metrics to address contract requirements and client preferences, as needed.
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Telligen proposes a 2% fee payable to Sourcewell for facilitating, managing, and promoting Sourcewell contracts up to \$2 Million per year. We agree to pay a fee of 5% for all Sourcewell-facilitated contract revenue above \$2 Million per year.

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

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>EXECUTIVE SUMMARY</p> <p>Telligen's interest in this cooperative purchasing partnership is based on Sourcewell's stellar reputation for facilitating and streamlining the solicitation process for a growing pool of public sector agencies. Sourcewell lends expertise and sense-making to a marketplace that is often haphazard and difficult to navigate. We believe a Sourcewell Partnership will allow us to minimize missed opportunities and time spent on bid development by responding to well constructed solicitations and scope descriptions. The following proposal explains why we believe Telligen will provide a uniquely capable addition to Sourcewell's pool of acclaimed service providers..</p> <p>Telligen is a healthcare company, first and foremost. The majority of our employees are healthcare professionals. They are supported by technology teams and data analysts that provide the systems and tools needed to deliver a gold standard wellness program. Our clinical staff work side-by-side with our technical and data teams, providing seamless wellness systems and services that foster trust and meaningful program participation. Programs that fail to offer our in-house medical expertise cannot realistically deliver a program capable of adjusting to meet the unique health needs of each client population.</p> <p>Telligen's wellness programs are highly customized to the needs and preferences of the client. Our high-touch, concierge approach to client service is responsive to client needs and never feels boilerplate. Telligen's solutions are designed to assess, engage and activate participants on an individual level to develop and achieve their personal health goals. Our coaches coach and our programs deliver better health outcomes. They deliver measurable results for the individual and our clients' populations.</p> <p>Client testimonial "Telligen's strength lies in their clinical expertise. They've continuously had a strong program manager with a medical background, a medical director and multiple other physicians and nurses to render decisions, assist in creating new processes and clinical guidelines."</p>

Telligen's reputation for executing transformative healthcare improvement initiatives is recognized throughout the healthcare industry. For almost 50 years, we have partnered with federal and state Medicaid agencies, building a portfolio of health management and care coordination services that now touches more than 30 million lives. We are a trusted partner of federal agencies and state governments, operating national health improvement programs that have improved health outcomes for millions of people nationwide. We also provide large scale health management services for populations in 10 US states. In addition, our commercial division provides care management and wellness services to employer health plans, with populations that are spread nationwide.

One example is Telligen's Quality Innovation Network (QIN)-QIO program. Telligen is designated by the Centers for Medicaid and Medicare (CMS) as the QIN-QIO for 4 U.S. states. As the QIN-QIO, we are responsible for working with health care providers and communities on data-driven projects to improve clinical care management at the local level. Through the QIN program, Telligen has established productive relationships and initiatives with health care providers, stakeholders or partners. Our understanding of the healthcare marketplace in those states adds tremendous value to our Wellness program.

Our Wellness Program

Sourcewell clients will see the difference on day one. Telligen's wellness programs harness the power of technology and adhere to evidence-based best practices that consistently improve employee health, promote prevention, quality of life, satisfaction and productivity. We deliver best-in-practice coaching and health improvement tools to improve member health and achieve wellness program goals. Our programs identify and target individual health risks with evidence-based tools designed to motivate meaningful actions and improvements.

Our wellness program consistently produces increased employee engagement, retention and an overall improved culture of wellbeing in the workplace. In turn, our clients experience consistent and predictable healthcare spend. We accomplish this via our holistic approach to wellness and engagement. We evaluate the entire health experience of each participant, accounting for the physical, emotional, financial, and social factors to build a comprehensive risk profile. Once we understand health risks, we deploy our resource- and intervention driven wellness program to address the problem for each individual, which drives measurable results across the entire member population.

The key components of our program include:

- Customizable fitness, nutrition, healthy living, and mindfulness content for county employees and their families.

- Corporate wellness and learning management software platforms.

- Virtual and in-person event production.

- Employee engagement assessments.

- Certified leadership and health coaching.

Participant testimonial

"I felt like an individual and not just another person on a list. My coach took the time to find out about my current lifestyle and challenges. She helped me adapt a plan that would work for me. The extra encouragement and accountability helped me stay focused and on track."

Our client-focused solutions always include:

- A clinical approach based on evidence-based best practices, which consistently earns us high levels of satisfaction from both clients and participants.

- A discovery process during implementation to create the most effective and efficient program design.

- A high -touch and long-term partnership focus with the plan sponsor, administrators, and participants. This partnership includes consultation, transparency, clinical expertise, and successful measurements within desired outcomes.

- Becoming part of your overall care team – easily integrating and collaborating with your other service providers.

We will collaborate with clients to build a wellness program that is comprehensive, cutting edge, user friendly and one that fosters a positive healthy culture and achieves high member satisfaction. We provide a brief program overview in Attachment 1 (.pdf).

Wellness Platforms

We use our proprietary wellness portal and mobile app to support our wellness programs. We can configure the wellness portal to track either a participation-based or an outcomes-based program. We have an internal team that supports and continually updates the wellness portal and mobile app to ensure a seamless user

		<p>experience. We provide each client with access to the advanced reporting tools in our admin portal and training so that they can access real-time performance data and reports. Participation lists from onsite biometric screenings can be provided within 30 days following an event. Off-site completions such as a physician fax form, LabCorp, or a home kit can be provided monthly or at another agreed upon timeframe during implementation. We include screenshots of our wellness portal in Attachment 4 (.pdf).</p> <p>Our Wellness Portal and Mobile App provides a simple, integrated user experience that syncs with most mobile operating systems, popular health and fitness devices and apps such as Fitbit, Strava, Garmin and Apple Watch. Branding and customization of the Wellness Portal is available at no additional fee. Sourcewell clients can customize the wellness portal with a unique URL, colors, brand, messaging, challenges, events, and activities. Users are able to customize their experience by downloading a photo for their profile as well as selecting background images. The wellness platform/mobile app includes all pieces of programming such as events, challenges, team challenges, communications, program structure, health risk assessment, digital health coaching, biometrics and real-time communications with their coach. We have a catalogue of more than 100 different well-being challenges, but we also deliver custom challenges to meet the needs, interests, goals, and culture of each organization.</p> <p>We customize the portal home page with individual and client specific information about the organization's wellness program, eligibility, and incentive requirements. We can also tailor the home page to specific populations that have different wellness program eligibility and incentive requirements. We/our clients can also use the home page to promote upcoming organization and community events and activities (also appears on the Events page).</p> <p>The mobile app provides an extension of the portal that also includes our Health Coaching platform. Using either the portal or the mobile app participants can chat with their coach, track their exercise, nutrition and biometric data, view and accept challenges, sync their fitness devices trackers, complete their Health Risk Assessment, and much more. Data from the mobile app syncs with the wellness portal for a seamless user experience and is available for Android and iPhone users. We provide a user guide for our mobile app in Attachment 8 in the attached .pdf.</p> <p>Participant testimonial "The program is simple to use and helps me organize myself with regards to my health as I am able to see what has been completed."</p>
<p>65</p>	<p>Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.</p>	<p>Biometric Screening Integration</p> <p>We communicate the biometric screening options during launch, post them on the Wellness Portal and include them in communications with participants and non-participants throughout the program year. Biometric screening sign-ups are primarily completed online through our registration portal. However, we can also accommodate sign-ups telephonically or manually. The participant will register on the portal and pick the date and time they wish to participate in the onsite event, or they can request a physician fax form, Labcorp voucher, or home kit.</p> <p>Biometric screening timetables are aligned with the client's preferred program structure. Telligen can accommodate onsite biometric screenings at any time throughout the year. Telligen can also accommodate screening events to occur in a specific timeframe, for example, the first three months of the program year if the structure warrants. Offsite screening options also follow the specified program timetable, whether it be throughout the program year or a specific date range. Once established, the biometric screening completion timetable is incorporated within the communication plan. Each event location must meet a 25-participant minimum or additional charges are assessed. We require eight weeks advance notice for an event.</p> <p>Biometric screening options include:</p> <ul style="list-style-type: none"> Onsite Physician Fax Form LabCorp Vouchers Home Kit <p>We can provide a wide range of screening services, including but not limited to:</p> <p>Screening of basic biometric markers:</p> <ul style="list-style-type: none"> Height/weight/waist measurement Blood pressure Body mass index (BMI) Body fat % Blood lipids: total cholesterol, LDL, HDL, triglycerides (fingerstick/venipuncture)

Blood glucose (fingerstick/venipuncture)
 A1c (fingerstick/venipuncture)
 Cotinine (extra charge)

Host sites for onsite biometric screening events are assigned an onsite event coordinator to address any questions the vendor might have and to receive the biometric screening supplies prior to the event(s). Event sites must provide tables and chairs prior to arrival. Our screening program will provide all other supplies. Telligen and the biometric vendor will meet with the onsite primary event coordinator one week prior to the screening to confirm logistics for a successful event.

Biometric screening data will be mailed to the participant and provided to Telligen for upload into the portal for participants to view. Biometric screening results are then used by Telligen to identify individuals for health coaching. Aggregate biometric screening reporting is also available for events that have 25 or greater participants and/or an annual aggregate report.

HRA Integration

Our platforms feature our state-of-the-art HRA that serves as the working document for every participant of Telligen's Wellness program. The HRA is built into both the wellness portal and mobile app. The HRA can be administered via web portal or paper and is available in Spanish. When completed online, assessment results are immediately provided in a report of detailed results and action steps that target high risk areas and recommendations to keep the low risks low. We provide a sample HRA in Attachment 9.

Educational Content

Education content is built into the Telligen Portal, organized within a dedicated "education" tab. The content provides targeted resources and supplemental programs, external web-based resources, and tailored messaging and challenges for specific risk profiles. Several of our current clients use external health and wellness vendors for highly specialized member programming. In those cases, we collaborate with the client to incorporate the content into the Wellness Platform and the communication campaign.

Incentive Management

Telligen's program can accommodate a variety of incentive structures and we can customize incentive structures to meet each client's unique needs. Our program designs range from standard voluntary activity-based incentive structures to more complex outcomes based/reasonable alternative programs with mandatory participation based on claims and biometric data risk identifiers. Some clients use an activity-based program that focuses on specific activities that drive transformative health behaviors. The activities include completing a biometric screening, health assessment, annual screenings, participation in well-being challenges, and health coaching. Participants must complete specific activities or combinations of activities within a predetermined timeframe to successfully complete the program and receive their incentive.

Other clients prefer an outcomes-based wellness program that requires participants to achieve specified health-related metrics to qualify for a reward or incentive. If a participant fails to meet the metrics, we offer a reasonable alternative for completion, such as participation in health coaching. The outcomes-based incentive structure can be a one-time distribution based on achievements throughout the program year, or a penalty for not participating in a mandatory program.

Either of these programs can be combined with different incentive or disincentive structures to motivate participants. Incentives can include cash payments, client branded merchandise, reduced health insurance contributions, or health savings contributions. After collaborating with the client to determine the best program and incentive structure for their population, we work closely with the benefits team to establish the process for incentive administration.

Finally, we can provide data files to the client so they can provide direct premium reductions or cash disbursements, or we can provide payment directly to program participants through pre-loaded debit cards. We will give a brief description of incentive options here.

Activity-based program structure

An activity-based incentive structure can be configured to provide a portion of the total incentive after the completion of individual activities or once a specified set of activities are completed. For example, once a participant completes a biometric screening, they could earn \$50 in their Health Savings account. Other clients use a cumulative approach and have a variety of wellness activities that the participant can

choose to do. The participant must reach a set number of points by the end of the year to earn the incentive. Most incentives for activity-based programs range from gift cards to cash payouts.

Outcome based program Structure:

To participate and qualify for the incentives the participant must complete the following:

1. Register their wellness account
2. Complete a biometric screening. Options include onsite screening, Physician Fax Form, or remote screening option such as lab corp.
3. Meet 4 out of the 6 biometric measures.

Glucose \leq 100 mg/dL

BMI \leq 30

Blood Pressure \leq 130/85 mmHg

HDL \geq 40 mg/dL for males

\geq 50 mg/dL for females

Triglycerides \leq 150 mg/dL

Tobacco Use = Negative

Participants that did not meet 4 out of 6 would need to choose one of the following Reasonable Alternative options and show proof of completion by the end of the wellness year:

Engage in 4 telephonic health coaching calls.

Complete the Telligen DPP program or the Intensive Lifestyle Weight loss program with 80% completion to receive full incentive.

Maintenance Weight Loss program. (Must have completed the DPP or Weight Loss program to be eligible to enroll.)

Or complete health coaching with a healthcare professional of their choice at their own cost.

Disincentive structure:

Some Telligen clients choose a disincentive model for their wellness and coaching programs. This structure is sometimes selected when client engagement and outcomes goals are high and need more than a cash incentive structure. Telligen works with these clients to transition to a disincentive structure, which requires carefully planned participant communications. Instead of receiving a reduction in premiums as an incentive for participation, participants who do not complete the program requirements receive an upcharge of \$50 per non-member, per month. When executed correctly, disincentives have resulted in significant increases in engagement and clinical and financial outcomes. Initial comments from participants are often negative, but Telligen has successfully managed this problem through coaching relationships, inspiring participants to make or adopt healthier behaviors and improve their biometric markers.

Disincentive Program Structure:

We recommend a voluntary program when using disincentives. In most cases, the program is structured like this; if any of the three enrollment steps listed below are not completed by the deadline, a \$50 per non-member, per month, increase is assessed to the employee's required health plan contribution.

Requirement #1: Biometric Screening

Requirement #2: HRA

Requirement #3: Engage in health coaching if identified based on biometric or claims data. If a participant is identified for a health coaching program, they are required to complete two coaching calls per quarter.

Regardless of the incentive structure, for a well-being incentive program to be successful, it must be easy to explain, easy to understand, and easy to use. Participant communication is key and must be simple and concise. Today, most people have a smartphone, and with the app, we have made it easy for our clients to validate their wellness activities. When a well-being incentive program is easy to use and understand, members will participate.

Additional Incentive Options

Telligen can set up clients with an awards mall incentive structure with seamless connection to our wellness Portal. Meaningful, tangible awards ensure staying power – each dollar redeemed results in an award that connects the client-provided program to the effort they put forth to earn the award and the improved health benefits. This also produces a unique kind of participant gratification because every redemption results in a physical item selected by the employees themselves.

If the mall option is selected, we recommend clients adopt a quarterly incentive structure that awards participants for their achievements on a more frequent basis. Keeping them engaged in and excited about the portal and wellness program encourages consistent engagement and validation, free of lapses in effort and interest. Table 3 (.pdf) describes a sample implementation plan for a rewards mall program.

		<p>Coaching</p> <p>Telligen's at-risk philosophy empowers participants to find new levels of fulfillment while achieving rewarding goals. A health coach's main role is to support participants in achieving their unique health and wellness goals, from making healthier nutrition choices and improving exercise routines to managing their stress or anxiety. To help participants implement sustainable long-term habits, a health coach curates a safe space for them to explore all areas of well-being. We provide a brief outline of our coaching program in Attachment 10 (.pdf).</p> <p>We identify metabolic syndrome participants from biometric files. Our At-Risk solution identifies participants with three metabolic risk- factors who are in a "pre" disease state and are typically not supported by disease management or wellness program (Exhibit 2 in .pdf).</p>
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Table 14B: Depth and Breadth of Offered Equipment Products and Services

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

Line Item	Category or Type	Offered *	Comments
66	Wellness engagement programs and platforms	<input checked="" type="radio"/> Yes <input type="radio"/> No	Described in our response to item #63.
67	Biometric screening services and coordination	<input checked="" type="radio"/> Yes <input type="radio"/> No	Described in our response to item #64.
68	Wellness incentive management	<input checked="" type="radio"/> Yes <input type="radio"/> No	Described in our response to item #64.
69	Health coaching	<input checked="" type="radio"/> Yes <input type="radio"/> No	Described in our response to item #64.
70	Wellness program management and related services, such as data analytics, predictive modeling, wellness program branding, strategic planning, and on-site wellness center management, but only to the extent that such services are complementary to a proposer's offering of the solutions described in line items 66 - 69 above.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Described in our response to items #63 &64.

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 71. NOTICE: To identify any exception, or to request any modification, to the Sourcwell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcwell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

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 Sourcwell 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](#) - Sourcewell RFP 051922_Wellness Program Solutions_Telligen Pricing.pdf - Thursday May 19, 2022 12:46:03
- [Financial Strength and Stability](#) - Sourcewell RFP 051922_Wellness Program Solutions_Telligen Financial Stability.pdf - Thursday May 19, 2022 12:51:23
- Marketing Plan/Samples (optional)
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information (optional)
- Standard Transaction Document Samples (optional)
- [Upload Additional Document](#) - Sourcewell RFP 051922_Wellness Program Solutions_Telligen Combined Response.pdf - Thursday May 19, 2022 12:36:22

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

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

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

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

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

Yes No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_6_Wellness_Engagement_Programs_Solutions_RFP_051922 Tue May 10 2022 11:14 AM	<input checked="" type="checkbox"/>	1
Addendum_5_Wellness_Engagement_Programs_Solutions_RFP_051922 Fri April 29 2022 04:12 PM	<input checked="" type="checkbox"/>	1
Addendum_4_Wellness_Engagement_Programs_Solutions_RFP_051922 Mon April 25 2022 04:11 PM	<input checked="" type="checkbox"/>	4
Addendum_3_Wellness_Engagement_Programs_Solutions_RFP_051922 Tue April 19 2022 04:25 PM	<input checked="" type="checkbox"/>	1
Addendum_2_Wellness_Engagement_Programs_Solutions_RFP_051922 Thu April 14 2022 04:33 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Wellness_Engagement_Programs_Solutions_RFP_051922 Tue March 29 2022 03:51 PM	<input checked="" type="checkbox"/>	2