

**Solicitation Number: RFP #102821****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Talkspace Inc., 2578 Broadway #607, New York, NY 10025 (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 Teletherapy 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 December 27, 2025, 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.

Sourcwell 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 Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell 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 Sourcwell Price and Product Change Request Form to the assigned Sourcwell Supplier Development Administrator. This approved form is available from the assigned Sourcwell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and

- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

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

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

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

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

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

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

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

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

payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

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

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

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

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

- Business reviews to Sourcwell and Participating Entities, if applicable.

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

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

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the 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 two percent (2%) multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcwell-assigned contract number in the memo; and must be mailed to the address above

“Attn: Accounts Receivable” or remitted electronically to Sourcewell’s banking institution per Sourcewell’s Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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

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

### **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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



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

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

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

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

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

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

### **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. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

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

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

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

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

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

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

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

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

#### **16. SEVERABILITY**

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

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

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

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

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

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

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

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

## 18. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

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

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

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

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

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

## **19. COMPLIANCE**

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**22. CANCELLATION**

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

Sourcewell

Talkspace Inc.

DocuSigned by:  
*Jeremy Schwartz*  
By: C0FD2A139D06489...  
Jeremy Schwartz  
Title: Chief Procurement Officer  
Date: 12/20/2021 | 11:44 AM CST

DocuSigned by:  
*[Signature]*  
By: 6434F0657F66421...  
John Reilly  
Title: General Counsel  
Date: 12/22/2021 | 4:07 PM CST

Approved:

DocuSigned by:  
*Chad Coquette*  
By: 7E42B8F817A64CC...  
Chad Coquette  
Title: Executive Director/CEO  
Date: 12/22/2021 | 4:22 PM CST

# RFP 102821 - Teletherapy Services

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## Vendor Details

Company Name: Talkspace Inc.  
Address: 2578 Broadway  
#607  
New York, New York 10025  
Contact: Joyelle Hood  
Email: joyelle.hood@talkspace.com  
Phone: 212-284-7206 809  
HST#:

## Submission Details

Created On: Tuesday September 28, 2021 15:29:00  
Submitted On: Thursday October 28, 2021 14:34:24  
Submitted By: Makara Fairman  
Email: makara.fairman@talkspace.com  
Transaction #: 7de68165-aca9-4899-a318-26ab8a2e11f2  
Submitter's IP Address: 174.53.237.156

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## Specifications

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

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

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Talkspace Network LLC under parent company, Talkspace Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A
4	Proposer Physical Address:	2578 Broadway #607, New York, NY 10025
5	Proposer website address (or addresses):	<a href="https://business.talkspace.com/">https://business.talkspace.com/</a>
6	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):	John Reilly, General Counsel 2578 Broadway #607, New York, NY 10025 john.reilly@talkspace.com, 212.284.7206
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Michael Brown, VP of Business Development 5830 Providence Glen Rd, Charlotte, NC 28270 michael.brown@talkspace.com, 704-904-4246
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Joyelle Hood, VP Enterprise Operations Remote: CT joyelle.hood@talkspace.com, 203-856-2215  Makara Fairman, Proposal Manager Remote: MN makara.fairman@talkspace.com

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

Line Item	Question	Response *
9	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>Talkspace was founded in 2012 to make high-quality behavioral health care more accessible. With a digital platform that connects thousands of licensed therapists and specialized prescribers to those seeking support, Talkspace care is delivered through an easy-to-use and HIPAA-compliant web and mobile app. Today, the need for care feels more urgent than ever, and when seeking counseling support and treatment, whether it's psychiatric, adolescent, or couples therapy, Talkspace has treatment options for almost every need. With Talkspace, members can send their dedicated therapists text, video, and voice messages anytime, anywhere. Therapists engage daily, 5 days per week, and are also available for video appointments.</p> <p>In 2015, Talkspace expanded into enterprise markets to work with leading organizations who recognize the impact that convenient access to behavioral healthcare has on total medical cost and business performance. We bring a well-known brand name to your entities with 1 in 3 Americans knowing Talkspace (Qualtrics Brand Tracker Study August 2021), as well as over a decade of delivering virtual mental health care.</p> <p>Talkspace acquired Lasting in November 2020 rounding out our scope of services to include self-guided solutions for couples and individuals.</p> <p>To date, over 2.5 million members have received support from Talkspace and over 55 million lives are covered for care. Talkspace has won numerous awards, including "Best overall mental health solution" from the 2020 MedTech Breakthrough awards and "Best Online Therapy" from Forbes Advisor Best Of 2021 awards.</p>
10	What are your company's expectations in the event of an award?	<p>In the event that Talkspace is honored to be awarded the opportunity to provide Sourcewell and your Participating Entities our teletherapy services for Behavioral, Emotional, or Mental Health Counseling services as indicated in section B.1.a. of the RFP, we expect to immediately begin to build a strong partnership between our organizations.</p> <p>An ideal partnership would include the ability to meet and discuss the program on a regular basis to help Sourcewell's Supplier Development Administrator launch and maintain a successful program end to end. We expect to have Sourcewell lead initial communication of Talkspace services to Participating Entities, helping to drive interest and engagement. We don't want to simply be a 'check the box' option offered within a list of options, but rather to build a mutually beneficial partnership between ourselves, Sourcewell, and the Participating Entities that are looking to support their students, community members, and employee populations emotional health and mental well-being.</p>

11	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.	We have attached our previous year financial statement, 2019 and 2018 can also be available upon request.	*
12	What is your US market share for the solutions that you are proposing?	In 2021, our share of the US market is just under 20%.	*
13	What is your Canadian market share for the solutions that you are proposing?	Our current market share in Canada is driven by our US based partners who have employees both in and outside the US, including Canada. We would estimate this to be around 1% - 2%.	*
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No. Talkspace has not filed for bankruptcy.	*
15	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?	Talkspace is a service provider that offers a comprehensive mental health solution all from one digital platform. Our service suite effectively addresses a range of mild-to-moderate behavioral health needs through therapy, counseling, psychiatry, and self-guided tools and resources through partnerships that include direct employers/entities, health organizations, resellers, and brokers/consultants.  The Talkspace service is delivered by our national provider practice with a full team of resources aligned to support the Sourcewell partnership including, but not limited to: an executive sponsor, implementation, account management, marketing, product, legal, data security and privacy, data science, and product—all of which are employees of Talkspace.  Additionally, the Talkspace national provider practice is comprised of both full-time employee (W2) and independent contract (1099) therapists and psychiatrists, all independently licensed and masters level or higher.	*
16	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 professional staff, third parties, and subcontractors that you use) in pursuit of the business contemplated by this RFP.	All services on the Talkspace platform are provided by licensed mental health therapists who hold, at minimum, a master's degree in a mental-health related field. These mental health professionals are capable of treating a wide-range of mental health related concerns, which include those on both the low acuity (i.e., well being coaching) and high acuity (i.e., traditional psychotherapy and psychiatry) ends of the mental health services spectrum.  Talkspace therapists are credentialed according to NCQA standards and also undergo rigorous training and onboarding for 4-6 weeks. We intentionally recruit providers with particular scope of competencies (e.g., working with first responders, working with adolescents) to ensure the ability to assist specialized populations.  The credentialing team monitors network clinicians to ensure they remain in good standing with their state board. The team also monitors license expiration dates and looks for any new malpractice claims that may have occurred since initial enrollment.  Network providers are recredentialed every 3 years (unless otherwise required by their state) under the same process as initial credentialing.  Talkspace also has a clinical management structure to assure network providers have oversight by licensed clinicians. This includes the Chief Medical Officer (board certified psychiatrist), the Vice President of Therapist Development and Community (LMFT), the Director of Training and Orientation (LPC), the Director of Clinical Quality (LCSW), and the Manager of Engagement and Retention (LMFT). Our clinical staff meet the same requirements as our therapist provider community and have independent licenses at the highest level available in their state of practice (including but not limited to PhD, PsyD, LCSW, LMFT, LPC etc.).	*
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A	*

Table 3: Industry Recognition &amp; Marketplace Success

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	Talkspace has won numerous awards, including "Best overall mental health solution" from the 2020 MedTech Breakthrough awards and "Best Online Therapy" from Forbes Advisor Best Of 2021 awards.	*
19	What percentage of your sales are to the governmental sector in the past three years	Approximately 7% of Talkspace sales have been to the governmental sector in the past three years.	*
20	What percentage of your sales are to the education sector in the past three years	Approximately 15% of Talkspace sales have been to the education sector in the past three years.	*
21	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?	We hold the following contracts and would be willing to provide the annual sales volume for these as part of the finalist process: -Fresno Unified School District -Federal Reserve Bank -Tucson Unified School District -City of Elizabeth, NJ -City of Irvine, CA -City of Memphis -City of Reno	*
22	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?	N/A. We do not have any GSA contracts or SOSA at this time.	*

**Table 4: References/Testimonials**

**Line Item 23.** Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
We would be happy to provide references with contact information as part of finalist selection and process.	N/A	N/A	*
N/A	N/A	N/A	*
N/A	N/A	N/A	*

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

**Line Item 24.** 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 *	
Entity 1	Education	Massachusetts - MA	Talkspace Therapy w 1 live session per month and Psychiatry	2,100 students effective 8/2019	2019 (Aug-Dec): \$56,440 2020: \$151,032 2021 (YTD): \$122,732	*
Entity 2	Government	California - CA	Talkspace Therapy	21,700 employees (dependents also covered) effective 7/2020	2020 (July-Dec): \$274,258 2021 (YTD): \$415,332	*
Entity 3	Government	New York - NY	Talkspace Therapy	5,000 employees (dependents also covered) effective 4/2020	2020 (Apr-Dec): \$130,416 2021 (YTD): \$145,838	*
Entity 4	Education	Pennsylvania - PA	Talkspace Therapy w 2 live sessions per month and Psychiatry	5,200 students effective 6/2020	2020 (June-Dec): \$47,972 2021 (YTD): \$80,542	*
Entity 5	Education	New York - NY	Talkspace Therapy	2,500 students effective 8/2019	2019 (Aug-Dec): \$42,338 2020: \$111,329 2021 (YTD): \$86,112	*



**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 *
25	Sales force.	The Talkspace business development and sales teams are located across the US and can support the Sourcewell Supplier Development Administrator with sales needs as they arise in addition to the aligned account manager. All are employees of Talkspace.
26	Dealer network or other distribution methods.	Not applicable based on the services being proposed.
27	Service force.	<p>Services will be delivered in a two-fold manner. The first is to Sourcewell and participating entities as a partner of Talkspace which will be led by an experienced account manager. The account manager will be the principal owner of the Sourcewell account and will be responsible for managing the delivery of all goods and/or services for the entire account, including participating entities.</p> <p>The account manager's responsibilities include, but are not limited to:</p> <ol style="list-style-type: none"> <li>1. Customer relations with the Sourcewell Supplier Development Administrator reviews and all communications.</li> <li>2. Planning and managing resources as required.</li> <li>3. Meeting and/or exceeding any contracted Service Level Agreements.</li> <li>4. Acting as the escalation point for problem and issue resolution if issues cannot be resolved by the customer support team.</li> <li>5. Providing and conducting regularly scheduled reports, meetings and reviews as defined in the contract with Sourcewell.</li> </ol> <p>The second is to the eligible members from Sourcewell and participating entities which will be provided by the Talkspace network of clinicians as described throughout our proposal.</p>
28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Not applicable based on the services being proposed.
29	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Centralized customer support is available 24/7 by email and chat with response within 1 business day. Customer support provides coverage 7 days a week, from 9am - 7pm EST during the week, and 9 am - 5:30pm EST during the weekend. We also partner with a Crisis Management Hotline called ProtoCall which is a 24/7 hotline that members can call at any time.
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Talkspace delivers services across the United States. We have network practice providers in all 50 states and Washington D.C. We welcome the opportunity to work with Sourcewell participating entities.
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Talkspace provides services to users in over 190+ countries (including Canada) over the course of the past 9 years. Talkspace can be accessed and utilized anywhere, anytime the user has access to the internet. In the 190+ countries Talkspace has provided service in thus far, we have not encountered any licensure or approval process that would be prohibitive of using Talkspace while traveling or residing outside of the US. We look forward to providing services to Sourcewell participating entities in Canada.
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	N/A
33	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?	Not a sector per se, but Talkspace services are available for participating entity eligible members ages 13+ (18+ for psychiatry).
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Talkspace has licensed therapists across all 50 states and Washington D.C. and globally and has no contract requirements or restrictions that would apply to participating entities in Hawaii, Alaska, and in US Territories.

Table 7: Marketing Plan

Line Item	Question	Response *
35	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>Talkspace develops, brands, and manages educational programming throughout the year to build awareness, knowledge, and activation. As a leader in the national conversation on mental health, we are highly-experienced content creators. From a leading consumer blog to engaging social media pages, Talkspace's content has been shaped by therapists who are subject-matter experts. Our therapists have been featured in Wall Street Journal, Essence Magazine, and Washington Post, among other high-profile media outlets.</p> <p>Talkspace will partner with your team to develop an annual plan to address stigma, raise awareness, and promote utilization. After an education-focused launch, we'll define quarterly initiatives to support recall and continuing registrations. This may include live webinars, campaigns, social posts, email blasts, and content. Our initiatives can also easily integrate into your communications strategy for workplace well-being.</p> <p>As a Talkspace partner, you will also have anytime access to our Communications Portal which features a range of assets that can be co-branded, edited in certain areas, downloaded, printed, or shared digitally. The portal is updated throughout the year to reflect calendar events related to mental health. Examples of the content that can be found within the portal include:</p> <ul style="list-style-type: none"> <li>-Getting started and leadership guides</li> <li>-Digital displays, banners, and flyers</li> <li>-Social media posts</li> <li>-Video content (app demonstrations, influencer content, and therapist education)</li> <li>-Articles about timely mental health topics</li> <li>-Printable posters, wallet cards, and brochures (printing and shipping costs for mailers, posters, and magnets are the responsibility of the client unless they are part of an event initiative Talkspace will be on-site for)</li> <li>-Influencer content from mental health champions, Michael Phelps and Demi Lovato</li> </ul> <p>Please see the attached overview for creative content examples.</p>
36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	As noted in the prior question--Talkspace leverages social media, blogs, campaigns, spokespeople, and much more to drive brand and marketing awareness. A Qualtrics study results showed that 1 and 3 Americans know Talkspace due to campaigns.
37	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>We believe Sourcewell will be integral in helping to drive success of Talkspace and our suite of services available to participating entities and their eligible members. We would expect to be a featured new service on the Sourcewell landing page, particularly given the current site does not return any results for mental health and emotional wellbeing. We view this as an opportunity for both Sourcewell and Talkspace to partner together to open new doors and drive the conversation forward surrounding mental health stigma. Additionally, we would welcome the opportunity to work with your public relations team to announce a partnership and be featured on the Sourcewell blog.</p> <p>For contracting, we are flexible in our ability to integrate into our sales process. Talkspace can align specific sales team members to the Sourcewell account or we can educate our entire sales team on how the partnership is built.</p>
38	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.	N/A

**Table 8: Value-Added Attributes**

Line Item	Question	Response *
39	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.	As part of the implementation process, we would work with Sourcewell to determine training needs. The Talkspace team is experienced in training customer service teams, provider teams, sales, account management and marketing teams. These trainings can be conducted in person or online. Talkspace would work with Sourcewell participating entities to create materials (FAQs, etc) to equip the various teams with information on the Talkspace service and member experience.
40	Describe any technological advances that your proposed products or services offer.	<p>Talkspace is both a technology company and a healthcare company, which helps to position us as the leading virtual mental healthcare solution to provide convenient access to care from anywhere. 95% of members are matched to an available provider within 24 hours of registration and messaging can begin in minutes. Members have access to a nationwide network of full time licensed providers and those who practice under contract, giving members more options to choose from to help address personal preferences. Members can connect to high-quality care in any format they prefer: asynchronous messaging (text, video, audio) and scheduled live sessions (video, chat, audio), making it easier for members to engage and continue receiving mental health support.</p> <p>Additionally, our platform follows Web Content Accessibility Guidelines (WCAG) and remains WCAG-compliant to support accessibility needs.</p> <p>As we look to the future, our roadmap will continue to provide technological advancements ranging from EMR integrations to group therapy to care coordination and programs targeted towards co-morbid mental and medical conditions to supports when and where they need.</p>
41	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>Leading up to closing our corporate headquarters due to the pandemic, Talkspace provided daily lunch to the team, which we sourced from local small business vendors, including those focused on sustainable food and packaging practices and fresh, locally farmed ingredients. We also used fine kitchen wear to limit the use of paper/plastic products.</p> <p>During the pandemic Talkspace restructured to a fully digital, remote workforce. Our provider network is also fully remote. With a fully remote workforce we are able to reduce our environmental footprint as we have no building to maintain and our employees do not have to commute every day.</p> <p>Additionally, all therapy, psychiatry, and self-guided services are digital, eliminating the need for transportation to appointments and office space for providers. Our blog also contains various articles regarding mental health and the environment.</p>
42	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.	We have not received any ratings or certificates pertaining to environmental/sustainability issues to date. However, we continue to assess our goals and initiatives around our environmental impact.
43	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.	Talkspace is not a certified WMBE/SBE or veteran owned organization, but the company was co-founded by a woman and gender parity amongst employees (at least 45-65% women) has been maintained across the company's lifetime. Additionally, our co-founders and most core founding leadership served in the military.
44	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>High Utilization: While peers focus on registrations, Talkspace employer-benefit members engage with our services for an average of 2-3 months. Why? Our proprietary therapist matching algorithm (QuickMatch™), private texting, video appointments, and tools lead more than 90% of members to stick with the therapist they matched with during QuickMatch™ registration.</p> <p>Diverse, Experienced Providers: Behind Talkspace is a diverse, centrally-managed network of thousands of specialty therapists and prescribers. Our therapist network includes clinical mental health professionals who are fully licensed and have achieved no less than a master's degree education. Our clinicians average eight years' experience, post supervision.</p> <p>Our prescriber network includes MDs, DOs, NPs and PAs. All MDs and DOs have completed a psychiatry residency. NPs and PAs have either psychiatric certification or 2+ years of psychiatric experience and board certification.</p> <p>Our network also strives to meet the needs of diverse populations and those struggling with issues related to identity. 48% of Talkspace therapists self-identify as BIPOC.</p> <p>Evidenced-Based Care and Outcomes: Talkspace providers practice evidence-based treatments, such as CBT and other highly researched therapeutic interventions. Member needs are assessed and measured using 24-clinical scaling methods throughout treatment. Our high-quality care and engagement levels lead to powerful clinical outcomes. In a first of its kind longitudinal study in partnership with leading research institutions, 50% of study-participant members with anxiety and depression symptoms recovered and 68% experienced significant symptom improvement within 12 weeks (10,000-participant study published in BMC Psychiatry, June 2020).</p>

**Table 9: Performance Standards or Guarantees**

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

Line Item	Question	Response *
45	Describe any performance standards or guarantees that apply to your services	Talkspace would be willing to co-create and determine fees at risk based on Sourcwell goals and top priorities. We have attached a sample of our performance standards and can discuss guarantees as part of the finalist process.
46	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	Talkspace offers performance guarantees around implementation milestones, go-live-target, platform uptime, customer service response time and outcomes (experience, effectiveness and access). We are willing to place fees at risk for opportunities that meet certain thresholds that we can discuss if we are selected as a finalist.

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

Line Item	Question	Response *
47	Describe your payment terms and accepted payment methods?	Our standard terms would include Sourcwell to pay Talkspace within thirty (30) days after receipt of the invoice via direct payment methodology, such as an ACH (electronic methods are preferred). Sourcwell and the participating entity would have the right to reasonably, and in good faith, dispute any invoice or any portion of any invoice claimed by Talkspace as due and payable provided that the participating entity timely pays any undisputed portion of the amount, due and payable.
48	Describe any leasing or financing options available for use by educational or governmental entities.	Not applicable for the services being proposed by Talkspace.
49	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.	Please see attached our standard Services Agreement. Our standard agreement will account for our language and services provided.
50	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	We do not currently accept P-card.

**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 *
51	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>Please see attached Pricing Sheet which is reflective of the suite of Talkspace services (therapy, psychiatry, Lasting by Talkspace, self-guided tools) for participating entity members.</p> <p>Our pricing is based on a PEPM, or Per Employee (or Student) Per Month basis for participating entities that meet our minimum PEPM threshold of 1,000 employees (or students). For participating entities that fall below the 1,000 threshold, we have included our minimum monthly/annual pricing. As requested, we have incorporated reduced pricing from our standard for the Sourcewell partnership. We have also provided tiered pricing based on participating entity size.</p> <p>We would also like to note that Talkspace would be willing to discuss as alternative pricing model based upon Sourcewell contracted volume in which all participating entities would receive a coalition based price that would be adjusted on no more frequently than a bi-annual basis based on total Sourcewell contracted members, not based on the individual participating entity eligible count.</p>
52	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The Talkspace proposed pricing reflects a discount of approximately 25% across enrollment tiers relative to our standard pricing arrangements.
53	Describe any quantity or volume discounts or rebate programs that you offer.	Please see attached Cost Proposal.
54	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.	We have included our full scope of services in the proposal. Please see attached Cost Proposal.
55	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	All fees are included in the PEPM (Per Employee Per Month) Cost.
56	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	N/A
57	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	N/A
58	Describe any unique distribution and/or delivery methods or options offered in your proposal.	N/A

**Table 12: Pricing Offered**

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

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
60	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	<p>Talkspace has a standard file which includes the details of each participating entity, including any specific details needed to capture sales (pricing based on tier, size of group) and report back to Sourcewell for remitting payment.</p> <p>Our standard process is to then send a single invoice/report to the entity that we're contracted with (Sourcewell), which would list out the participating entities under it and the specific charges for each. We have the capability to report out on monthly or quarterly basis.</p>
61	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.	In a reseller/cooperative partnership, examples of how we would track and measure success metrics would include the count of participating entities and population count, renewal and retention rates, and partner satisfaction results.
62	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.)	Talkspace has included a flat PEPM in our pricing proposal which is inclusive of the Sourcewell administrative fee.

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

Line Item	Question	Response *
63	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>Talkspace is honored to be considered for this opportunity with Sourcewell and its entities. We bring a well-known brand name to your employees with 1 in 3 Americans knowing Talkspace (Qualtrics Brand Tracker Study August 2021), as well as over a decade of delivering virtual mental health care. To date, over 2.5 million members have received support from Talkspace and over 55 million lives are covered for care. Talkspace has won numerous awards, including "Best overall mental health solution" from the 2020 MedTech Breakthrough awards and "Best Online Therapy" from Forbes Advisor Best Of 2021 awards.</p> <p>Talkspace leads in peer-reviewed research focused on the efficacy of messaging-based mental health care. We partner with over 22 highly respected research institutions (e.g., MIT, Harvard, Yale) and have published more than 12 peer-reviewed studies. NIH has awarded us 2 grants in the form of \$7MM to fund clinical research. Through these studies, we have clinically proved the efficacy of care on our platform. A first-of-its-kind longitudinal study, published in BMC Psychiatry (June 2020) demonstrated that members using Talkspace for anxiety and depression experienced 50% recovery and 70% improvement in 12 weeks.</p> <p>We believe all individuals should have access to quality, evidence-based experts, whether they are looking for general guidance or struggling with mental illness. Therefore, we offer a comprehensive mental health solution all from one digital platform.</p> <p>Counseling and therapy: Our therapy offering is at the core of what we do supporting both individuals and couples. Members, 13+, receive personalized matching with a dedicated, licensed therapist and communicate via unlimited 1:1 messaging (text, audio, video), and scheduled live sessions (video, chat, audio). Members have access to a therapist immediately following registration anytime day or night from the convenience of a device.</p> <p>Medication management: Over 60% of U.S. counties don't have a single psychiatrist, and the average wait time for a psychiatrist appointment is more than 5 weeks. With prescribers in all 50 states, Talkspace Psychiatry offers members, 18+, a live video appointment with an in-state licensed prescriber, on average, less than one week—all from the privacy and comfort of home. Our member satisfaction speaks for itself with a 4.9/5 average session rating and 74% member 3-month NPS.</p> <p>Lasting: Lasting is one example of our commitment to expand self-guided solutions. Lasting offers two relationship focused programs: one for individuals and one for couples. Each program distills decades of scientific research into interactive modules, lessons, and live workshops to help users make progress in specific areas like relationship health, family connection, confidence, stress, and anxiety. 94% of Lasting users report stronger relationships and it is the #1 relationship app recommended by therapists.</p> <p>Self-guided tools: We offer a variety of self-directed exercises like medication and journaling that can be used in collaboration or independently of therapy. We make available a library of resources (e.g., webinars, blog posts, psycho-education handouts) on topics related to mental health. These materials may assist members as they consider their personal goals related to mental and emotional wellness. Additionally we offer 24/7 telephonic crisis support in the event the need arises.</p>
64	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>We have identified the following subcategories for our solutions:</p> <ul style="list-style-type: none"> <li>-Mental Health</li> <li>-Telebehavioral Health</li> <li>-Self-Guided</li> <li>-Work-Site Wellness Programs</li> <li>-TeleTherapy</li> <li>-Counseling</li> <li>-Emotional Well Being</li> <li>-Couples and Interpersonal Relationships</li> <li>-Psychiatry</li> <li>-Behavioral Medication Management</li> </ul>

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

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

Line Item	Category or Type	Offered *	Comments
65	Speech, Occupational, or Physical Therapy	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
66	Psychology, Social Work, or Special Education Services	<input checked="" type="radio"/> Yes <input type="radio"/> No	Please see attached Executive Summary for our full scope of services.
67	Behavioral, Emotional, or Mental Health Counseling	<input checked="" type="radio"/> Yes <input type="radio"/> No	Please see attached Executive Summary for our full scope of services.
68	Deaf and Hard of Hearing, Visual Impairment, and Sign Language Interpreter Services	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
69	Assessment or Diagnostic Services	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
70	Management, administration, personnel, tools, equipment, supplies, reporting, technical assistance or support, training, and technology related or incidental to the offering of the solutions described in Lines 65 - 69 above.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Please see attached Executive Summary for our full scope of services.

**Table 15: Industry Specific Questions**

Line Item	Question	Response *
71	Describe your screening process for pairing service providers with patients or clients for teletherapy services.	<p>Talkspace users are directed to a dedicated co-branded landing page via a customized communication campaign. Individuals take a 2-minute online assessment that feeds Talkspace's proprietary matching algorithm which provides three suggestions of the best potential therapists. Individuals review the providers' credentials, video, schedule, reviews and more, to select a therapist they feel is the best fit for them. This process takes approximately 5 minutes, then a private, secure digital therapy room is immediately created where only the individual and therapist have access to the room and therapy transcript. The individual then begins messaging their therapist and the therapist will initially engage within a few hours (SLA &lt;24 hours).</p> <p>Individuals begin their therapy journey the same day they choose to - no waiting time. In the initial days of Talkspace therapy, the member and the therapist develop a treatment plan based on individual needs. They set objectives and goals and then the therapist helps determine methods to achieve those goals. Members message their therapist any time, 24/7, and therapists engage daily 5 days/week.</p> <p>We also have 17 industry-standard outcome measures that correspond to presenting diagnosis (e.g., depression, anxiety, insomnia). These outcome measures assess a member's symptom at baseline (i.e., at initial presentation for treatment). From there, a subsequent assessment is deployed every 21 days to assess symptom improvement.</p>
72	Describe your method of delivery for proposed teletherapy services (e.g., secure video connection, web portal, online chat, two-way live video, other).	<p>All messaging and live sessions occur within the members personal digital therapy room on the Talkspace HIPAA compliant app or website.</p> <p>Talkspace has revolutionized the delivery of digital mental health therapy by providing members various options (e., asynchronous messaging, audio messages, and video messages and synchronous sessions) to communicate with their therapists in a way that works for them. Members have the ability to send messages asynchronously (text, audio, or video messages) 24 hours a day, 7 days a week. The ability to immediately share thoughts, feelings' and events with a therapist in real-time means that there is no need to try to remember something that happened two weeks ago during your next in-person therapy visit. Members also have the option to schedule a live session with their provider from directly within the app and can decide with each session which modality is most preferable to them--text, audio, or video. Psychiatry sessions are always conducted as scheduled live video sessions.</p>
73	Describe how your organization maintains security of patient data and alignment to applicable legal, regulatory, or professional requirements, if any.	<p>Talkspace has an established suite of privacy and information security policies based on the HIPAA Privacy and Security Rules and relevant geographic based laws and regulation. Our privacy and data protection program includes the following framework and regulatory considerations: GDPR, CCPA, NIST 800:53, NIST 800:171, and SOC 2 Type 2.</p>
74	Describe licensures, degrees, and/or certifications your teletherapy professionals maintain.	<p>All Talkspace therapists are independently licensed with a master's degree or higher level of education (including PhD and PsyD) and have an unrestricted license to practice in the state(s) where they are providing therapeutic service.</p> <p>Talkspace therapists are credentialed according to NCQA standards and also undergo rigorous training and onboarding for 4-6 weeks. Talkspace has a National Practice of nearly 300 full-time therapists and a network of over 2,000 contracted therapists. Talkspace intentionally recruits providers with particular scope of competencies (e.g., working with first responders, working with adolescents) to ensure the ability to assist specialized populations.</p> <p>The credentialing team monitors network clinicians to ensure they remain in good standing with their state board. The team also monitors license expiration dates and looks for any new malpractice claims that may have occurred since initial enrollment.</p> <p>Network providers are recertified every 3 years (unless otherwise required by their state) under the same process as initial credentialing.</p> <p>The Talkspace network is comprised of both full-time employee (W2) and independent contract (1099) therapists and psychiatrists, all independently licensed and masters level or higher. A blended network approach coupled daily capacity management allows us to offer high quality care at scale, throughout the United States and internationally.</p> <p>Currently, 48% of the Talkspace provider network identifies as a Black provider or a provider of color (BIPOC). Talkspace has worked with recruitment firms to intentionally recruit for a diverse provider workforce. Our network includes thousands of specialists with over 150 areas of expertise ranging from anxiety and depression to PTSD. We also have specialty groups focused on populations such as the LGBTQIA+ and adolescents, with 35% of providers experienced in LGBTQIA+-specific needs and 45% of our provider network specializing in adolescent care.</p> <p>Because of the accessibility of Talkspace, many providers from rural environments have joined the platform to provide telehealth services to members located throughout their state, eliminating the access barrier to getting and providing care.</p>



**Table 16: Exceptions to Terms, Conditions, or Specifications Form**

**Line Item 75. NOTICE:** To identify any exception, or to request any modification, to the Sourcewell 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 Sourcewell 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 Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
  - [Pricing](#) - Sourcewell RFI Pricing \_Talkspace Oct 2021.xlsx - Thursday October 28, 2021 10:37:11
  - [Financial Strength and Stability](#) - Talkspace Financial Statement 2020pdf.pdf - Wednesday October 27, 2021 09:49:33
  - [Marketing Plan/Samples](#) - Marketing\_Table 7 Item 35-20211027T145654Z-001.zip - Wednesday October 27, 2021 10:01:39
  - WMBE/MBE/SBE or Related Certificates (optional)
  - Warranty Information (optional)
  - Standard Transaction Document Samples (optional)
  - [Upload Additional Document](#) - Talkspace Additional Attachments.zip - Thursday October 28, 2021 10:50:19

**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. - John Reilly, General Counsel, Talkspace Inc.

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

Yes  No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
<b>Addendum_5_Teletherapy_Services_RFP_102821</b> Thu October 21 2021 04:36 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_4_Teletherapy_Services_RFP_102821</b> Thu October 14 2021 05:32 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_3_Teletherapy_Services_RFP_102821</b> Wed October 6 2021 02:15 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_2_Teletherapy_Services_RFP_102821</b> Mon October 4 2021 01:23 PM	<input checked="" type="checkbox"/>	5
<b>Addendum_1_Teletherapy_Services_RFP_102821</b> Wed September 15 2021 02:20 PM	<input checked="" type="checkbox"/>	2