

**Solicitation Number: RFP #012722****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Hinge Health, Inc., 455 Market St., Suite 700, San Francisco, CA 94105 (Supplier).

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

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

**1. TERM OF CONTRACT**

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires March 29, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

**2. EQUIPMENT, PRODUCTS, OR SERVICES**

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

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

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

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

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

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

### **3. PRICING**

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

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

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

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

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

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

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

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

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

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

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

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

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

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

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

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

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

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

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

B. PUBLIC FACILITIES. 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 Sourcwell 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 Sourcwell 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. Sourcwell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

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

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

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase and the Supplier and documented in the additional terms negotiated between Supplier and the Participating Entity.

## 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 Sourcewell and Participating Entities, if applicable.

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

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

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

The Report must contain the following fields:

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

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and

Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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

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

## **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this 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 third-party claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, to the extent 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. Notwithstanding anything to the contrary in this Contract, Supplier's cumulative liability to Sourcewell for all claims or losses arising out of or related to this Contract (excluding Administrative Fees paid and payable), regardless of the form of action or legal theory, shall not exceed \$7.5 Million. Nothing in this Contract shall exclude or limit Supplier's liability to the extent that it may not be so excluded under applicable law, including any such liability for death or personal injury caused by negligence or intentional misconduct, or liability for fraud. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

Supplier may negotiate with each individual Participating Entity with respect to limitation of liability terms, and such terms may differ from those in this Contract.

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

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell



under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract. Sourcewell and Supplier acknowledge that compliance with the Minnesota Government Data Practices Act extends only to that data to which the Act applies.

### **13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT**

#### **A. INTELLECTUAL PROPERTY**

1. *Grant of License.* During the term of this Contract:
  - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
  - b. Supplier grants to Sourcewell a royalty-free, worldwide, 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 materials used for direct advertising, marketing, or offers with Participating Entities that name or reference Sourcewell or this contract must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

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

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

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

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

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

#### **16. SEVERABILITY**

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

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

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

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.

2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

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

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

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

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

## **18. INSURANCE**

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

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

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

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

Minimum limits:

- \$500,000 each accident for bodily injury by accident
- \$500,000 policy limit for bodily injury by disease
- \$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form

CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

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

\$2,000,000 general aggregate

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

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Within 30 days of renewal of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

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

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to include 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) its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the workers' compensation or employer liability, commercial general liability, and umbrella insurance policies required by this Contract. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required 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 performing work in connection with this Contract.

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

## **19. COMPLIANCE**

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

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

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

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

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

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

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

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

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

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

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental,

developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

**22. CANCELLATION**

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

Sourcewell

Hinge Health, Inc.

DocuSigned by:  
*Jeremy Schwartz*  
C0FD2A139D06489...

DocuSigned by:  
*Jason Wagner*  
076455F2BA114A1...

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

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

Jeremy Schwartz

Jason Wagner

Title: Chief Procurement Officer

Title: VP-Public Sector

4/15/2022 | 6:22 AM CDT

4/18/2022 | 6:00 AM PDT

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved:

DocuSigned by:  
*Chad Coquette*  
7E42B8F817A64CC...

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

Chad Coquette

Title: Executive Director/CEO

4/18/2022 | 8:06 AM CDT

Date: \_\_\_\_\_

# RFP 012722 - Digital Health Products and Solutions

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## Vendor Details

Company Name: Hinge Health, Inc.  
Address: 455 Market Street  
Suite 700  
San Francisco, CA 94105  
Contact: Jason Wagner  
Email: jason.wagner@hingehealth.com  
Phone: 855-902-2777  
HST#: TIN/EIN- 811884841

## Submission Details

Created On: Tuesday January 04, 2022 14:23:48  
Submitted On: Thursday January 27, 2022 12:53:06  
Submitted By: Jason Wagner  
Email: jason.wagner@hingehealth.com  
Transaction #: cf5554d1-1a22-4de8-b29c-229f39fd66fb  
Submitter's IP Address: 165.1.177.103

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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")	Hinge Health, Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	There are no subsidiary entities of Hinge Health. All equipment, products and services are from Hinge Health.
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	In the market, Hinge Health, Inc. is known as Hinge Health.
4	Provide your CAGE code or DUNS number:	DUNS: 08-060-1423
5	Proposer Physical Address:	Hinge Health, Inc. 455 Market St., Suite 700 San Francisco, CA 94105
6	Proposer website address (or addresses):	www.hingehealth.com
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Jason Wagner VP - Public Sector 455 Market St, Suite 700 San Francisco, CA 94105 jason.wagner@hingehealth.com (860) 214-8774
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Robbie Wellman AVP - Employer Sales 455 Market St, Suite 700 San Francisco, CA 94105 robbie.wellman@hingehealth.com (214) 236-3887
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Jason Wagner VP - Public Sector 455 Market St, Suite 700 San Francisco, CA 94105 jason.wagner@hingehealth.com (860) 214-8774

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

Line Item	Question	Response *
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10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Hinge Health is building the world's most patient-centered Digital Musculoskeletal (MSK) Clinic™. It is now the leading Digital MSK Clinic, used by four in five employers and 90% of health plans with a digital MSK solution. Hinge Health reduces MSK pain, surgeries, and opioid use by pairing advanced wearable sensors and computer vision technology with a comprehensive clinical care team of physical therapists, physicians, and board-certified health coaches. Hinge Health's HingeConnect integrates with 750,000+ in-person providers and enables real-time interventions for elective MSK surgeries, driving proven medical claims reduction. Available to millions of members, Hinge Health is widely trusted by leading organizations, including Boeing, Salesforce, Self-Insured Schools of California, State of New Jersey, The University of Texas System, State of Tennessee, Idaho School Benefit Trust and US Foods.</p> <p>Founded by Oxford and Cambridge scientists in 2014. Both founders come from clinical MSK research backgrounds and are also experts in best practice care for MSK conditions. Hinge Health follows evidence-based MSK practices as defined by leading medical bodies including: the American College of Rheumatology (ACR), Centers for Medicare &amp; Medicaid Services (CMS), Centers for Disease Control and Prevention (CDC), and the American College of Physicians (ACP).</p> <p>The company went to market with our first version in 2016. Today, Hinge Health serves over 600 enterprise clients with &gt;99% client retention, and currently employs over 1,100 employees.</p> <p>In 2021, Hinge Health announced a \$600 million investment including both Series E funding and secondary investments led by Coatue Management and Tiger Global. With over \$1 billion being invested in Hinge Health, this enables the creation of one of the largest clinical, data science, and R&amp;D teams in all of digital health.</p> <p>We are the market leader, with 4 out of 5 employers with a digital MSK solution choosing Hinge Health. Additionally, Hinge Health is both HITRUST certified and SOC-2 compliant.</p> <p>Hinge Health acquired Thimble Bioelectronics, Inc. in 2021. This innovation acquisition brought the Hinge Health Enso to the Digital MSK Clinic and expanded our advanced technology portfolio. This breakthrough, clinically validated wearable technology for pain management expands the capabilities of our Digital MSK Clinic. Across thousands of patients, to date, the Hinge Health Enso has delivered immediate, non-addictive, and non-invasive pain relief at no additional cost.</p> <p>In addition, on September 17, 2021, we announced the acquisition of wrnch, the developer of the leading computer vision platform for measuring human motion. Combining motion sensors and computer vision further burnishes Hinge Health's digital physical therapy solution as the most comprehensive on the market, uniquely enabling the following:</p> <ul style="list-style-type: none"> <li>Motion assessments to objectively measure a patient's functional ability across strength, flexibility, balance, and endurance to inform care plan personalization</li> <li>Expanded exercise tracking as computer vision and motion sensors together enable the widest range and measurement of full-body exercises, including yoga and aerobics</li> <li>Enhanced clinical care programs that improve rehab of difficult-to-treat areas, such as the head, neck, and hands, by tracking 87 unique points on the body</li> </ul> <p>With the acquisition of wrnch, Hinge Health is now the only MSK solution available that offers members a virtual MSK program with both motion sensors and/or computer vision.</p> <p>See how it works here: <a href="https://vimeo.com/606968645/ad4b5789b6">https://vimeo.com/606968645/ad4b5789b6</a></p>
11	What are your company's expectations in the event of an award?	<p>With the hopes of Hinge Health being the digital musculoskeletal partner for Sourcewell, we would have high expectations of a strong partnership. Our 40+ sales professionals that call on Public Entities from small organizations with 500+ employees to large state entities would all be trained on the partnership with Sourcewell. We would ask Sourcewell to help provide a training to our team and help our team gain a high level of learning about how and when it is a best practice to use our partnership with Sourcewell.</p> <p>We would also commit to beyond the standard reporting to Sourcewell, we would report on pipeline about where we believe this benefits our public entity organizations the best. Announcements about Sourcewell as a partner would be expected from our communications team and with the Sourcewell platform we do believe we could grow our Public Sector business from 60+ entities to over 100 in the next year.</p>

12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	As a private company, we do not disclose financial statements. Hinge Health is growing rapidly, having doubled the number of clients we service in each of the last three years. Due to the growth Hinge Health has experienced, we have raised more than \$825 million in funding.	*
13	What is your US market share for the solutions that you are proposing?	Our US market share is significant with Hinge Health being the solution deployed by four in five employers and 90% of health plans with a digital MSK solution.	*
14	What is your Canadian market share for the solutions that you are proposing?	At this time, Hinge Health is available to employers in the USA and its territories. On our roadmap over the next 18 months is international expansion, starting with Canada and expanding to Europe and Asia.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Hinge Health is a digital healthcare services provider. We are the leading Digital Musculoskeletal (MSK) Clinic, used by four in five employers and 90% of health plans with a digital MSK solution. (a) N/A (b) Hinge Health employs a direct sales and service force. All of these individuals are employees of Hinge Health.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Hinge Health employs the largest clinical team in the digital MSK field, comprised of physicians, nurses, physical therapists and health coaches. All clinical team members are fully licensed in their fields of practice.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A	*

**Table 3: Industry Recognition & Marketplace Success**

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>Our industry awards/recognition that we have received recently are listed below:</p> <p>(1) Recognized by LinkedIn as a 2021 Top Startup.</p> <p>(2) The Validation Institute has made Hinge Health the first digital musculoskeletal solution proven to reduce medical claims through the institute's top 3rd-party Level 1 validation - for delivering "significantly lower costs for MSK care than similar, matched non-users".</p> <p>(3) Hinge Health hit #3 on a list by Silicon Valley Business Journal of the 57 unicorn companies that have reached valuations of \$1 billion or more in the Bay Area so far in 2021.</p> <p>(4) Hinge Health was named to the Inc. Magazine 2021 Best Workplaces List for a culture that fosters employee growth, effective management and great benefits and job perks.</p> <p>(5) Hinge Health was named to Forbes Best Startup Employers for 2021 list at #4 for all Healthcare companies and #56 out of 500 overall.</p> <p>(6) In 2020 Hinge Health was named CB Insights' Digital Health 150, an annual ranking of the most promising startups in healthcare.</p> <p>(7) Hinge Health was named #11 in Growjo's List of Fastest Growing Health Companies.</p> <p>(8) In 2019 Hinge Health was awarded Most Evidence-Based at NODE.Health's FITT Awards Competition.</p> <p>(9) In 2021, Hinge Health announced a \$600 million investment including both Series E funding and secondary investments led by Coatue Management and Tiger Global. With over \$1 billion being invested in Hinge Health, this enables the creation of one of the largest clinical, data science, and R&amp;D teams in all of digital health. Underscoring its momentum, in 2021, Hinge Health more than doubled its customer base year over year.</p>
20	What percentage of your sales are to the governmental sector in the past three years	26% of our sales have been to our government sector (which includes public education entities) for the last three years.
21	What percentage of your sales are to the education sector in the past three years	26% of our sales have been to our government sector (which includes public education entities) for the last three years.
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>Of the 2.8 million covered lives that are currently offering Hinge Health, we do not currently have any other cooperative purchasing contracts.</p> <p>Sourcewell will be our cooperative purchasing contract, with no foreseeable others in the near future. We do work with multiple consortiums of public entities, but we are excited about the prospect of adding the Sourcewell contracting portal through a cooperative purchasing organization such as Sourcewell.</p>
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	We do not hold any SOSA or GSA contracts for our digital MSK clinical services.



**Table 4: References/Testimonials**

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

Entity Name *	Contact Name *	Phone Number *	
Texas A&M University System	Contact information to be gladly provided upon request from Sourcewell. To honor our current client agreements, we are required to notify them prior to any reference outreach.	Contact information to be gladly provided upon request from Sourcewell. To honor our current client agreements, we are required to notify them prior to any reference outreach.	*
Municipality of Anchorage	Contact information to be gladly provided upon request from Sourcewell. To honor our current client agreements, we are required to notify them prior to any reference outreach.	Contact information to be gladly provided upon request from Sourcewell. To honor our current client agreements, we are required to notify them prior to any reference outreach.	*
Manatee County	Contact information to be gladly provided upon request from Sourcewell. To honor our current client agreements, we are required to notify them prior to any reference outreach.	Contact information to be gladly provided upon request from Sourcewell. To honor our current client agreements, we are required to notify them prior to any reference outreach.	*

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

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

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
Eastern State	Government	Federated States of Micronesia - FM	Digital MSK	560,000+ covered lives	Due to client confidentiality reasons we are unable to disclose the name of this organization or the dollar volume for this relationship. Also, to respect the confidentiality we did not select the state in the required drop-down field.
Southeastern State	Government	Federated States of Micronesia - FM	Digital MSK	270,000+ covered lives	Due to client confidentiality reasons we are unable to disclose the name of this organization or the dollar volume for this relationship. Also, to respect the confidentiality we did not select the state in the required drop-down field.
Federal Union Health Plan	Government	District of Columbia - DC	Digital MSK	255,000+ covered lives	Due to client confidentiality reasons we are unable to disclose the name of this organization or the dollar volume for this relationship.
Public School System Consortium	Education	California - CA	Digital MSK	245,000+ covered lives	Due to client confidentiality reasons we are unable to disclose the name of this organization or the dollar volume for this relationship.
Public University System	Education	Texas - TX	Digital MSK	210,000+ covered lives	Due to client confidentiality reasons we are unable to disclose the name of this organization or the dollar volume for this relationship.

**Table 6: Ability to Sell and Deliver Service**

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

Line Item	Question	Response *

26	Sales force.	<p>Hinge Health employs a direct sales and service force to meet the needs of Sourcewell's participating entities across the US. As we expand internationally, Hinge Health will employ a direct sales and service force in the countries where Hinge Health operates.</p> <p>Hinge Health's sales and service teams are located across the entire US to ensure Sourcewell's participating entities have access to the support they need at the time they need it.</p> <p>Hinge Health's sales force is comprised of more than 40 sales professionals. These professionals are divided into teams covering government, labor/union, health systems, and varying sized employer markets. All members of the sales force are direct, full-time employees of Hinge Health.</p>	*
27	Dealer network or other distribution methods.	Not applicable as Hinge Health employs a direct sales and service force.	*
28	Service force.	<p>Hinge Health has clinical and commercial service teams to meet the needs of Sourcewell's participating entities and their workforces.</p> <p>Hinge Health's clinical service team is comprised of more than 500 specialists, including orthopedic physicians/surgeons, nurses practitioners, physical therapists and health coaches. The clinical services team is licensed in every US state and territory to provide the highest levels of clinical care. All members of the clinical service force are direct, full-time employees of Hinge Health.</p> <p>Hinge Health's commercial service team is comprised of more than 75 members across Client Success and Member Support. The commercial service team members reside throughout the US and service as dedicated support to our clients. All members of the commercial service force are direct, full-time employees of Hinge Health.</p>	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	All orders will be handled directly between Hinge Health and the Sourcewell participating entity.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Our Member Support team assists members through multiple channels that include phone calls, email/webform, and a self-service website. Calls are answered within 20 seconds and missed calls are returned within one business day. Emails are responded to within one business day.</p> <p>Emails and calls are routed to the appropriate team through automations that saves the member time and effort so that their issue can be resolved as quickly as possible. The support staff is currently split into two tiers in which high priority issues are sent directly to our tier 2 team who attempts to resolve an issue or decide if it needs to be escalated to an Engineer for back end resolution or filing of a bug.</p> <p>Majority of problems/questions are troubleshooted by our front line support team who provide an answer or resolution. If they do not have an answer or resolution, the original support agent maintains ownership of the ticket but takes steps to escalate as needed for additional support from more experienced team members.</p> <p>The above process is focused on resolving all issues as quickly as possible to get the member back active in the program and focused on their health.</p> <p>Hinge Health's Member Support team has the following SLAs in place:</p> <ul style="list-style-type: none"> <li>- 80% of technical support tickets resolved within 5 bus days</li> <li>- 80% of non-technical support tickets resolved within 2 bus days</li> <li>- 85% of email tickets are initially responded to within 1 bus day</li> <li>- 80% of all incoming support calls answered in 20 seconds</li> <li>- 80% rate their overall satisfaction with email support positive</li> </ul> <p>There are a number of procedures in place to ensure members receive best-in-class support services from their care team and our help desk.</p> <p><b>CARE TEAM QUALITY CONTROL (QC)</b> Coaches and PTs receive a 2-month comprehensive upfront training which includes learning our program, best practices, security and privacy training appropriate to their role and behavioral change. They work under close supervision of a coach manager for their first few cohorts.</p> <p>Coaches and PTs meet with managers at least once a week. They also have a case study review at least once a month, resulting in a longer meeting to discuss progress and improvement opportunities.</p> <p>A 360-degree review is completed on a quarterly and annual basis. These reviews</p>	*

		<p>take into account the feedback from peers, the coach or PT, the manager, and the users. All of these perspectives combined create a more thorough overview of a coach's performance.</p> <p>Finally, all our health coaches are board-certified and have a wide variety of experiences, e.g. mental health, nutrition, diabetes, occupational therapy, ergonomics, etc. Similarly, all of our PTs are doctors of physical therapy and full time Hinge Health employees (no contractors). Several of our PTs have gone through additional specialist training beyond their doctorate such as residency training, fellowship training, Orthopedic Certified Specialist (OCS), and Advanced training in Pain Neuroscience. Finally, our DPTs average 5-6 years of in-person PT experience.</p> <p><b>MEMBER SUPPORT TEAM QC</b>  When a member calls into our Member Support team during operating hours, the member's issue is addressed immediately and with urgency. Our Member Support team is available Monday to Friday from 6am to 6pm PST. Inbound calls to the Member Support team are our top priority and we have a less than 4% abandonment rate. Emails to our Member Support team are all responded to and resolved within one business day.</p> <p>Our Member Support team uses a ticketing system in which each member email/call is automatically converted to a ticket with a tracking number. Each member who reports an issue will be able to interact directly with the support team. Our support team is able to access a member's past tickets to understand relevant history and provide an exceptional customer service experience. If a member calls in to the support team regarding an already open issue, our system allows our support team to have full visibility to the member's issue to effectively and efficiently address the member's concern.</p> <p>For ease of connection, our Member Support team, unlike other solutions, can connect to members right through the app.</p> <p>Our Member Support team uses a ticketing system in which each participant email/call is automatically converted to a ticket with a tracking number. Each participant who reports an issue will be able to interact directly with the support team. Our support team is able to access a participant's past tickets to understand relevant history and provide an exceptional customer service experience. If a participant calls in to the support team regarding an already open issue, our system allows our support team to have full visibility to the member's issue to effectively and efficiently address the member's concern.</p> <p>For ease of connection, our Member Support team, unlike other solutions, can connect to members right through the app.</p>	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Hinge Health is fully able and willing to provide our services to Sourcewell's participating entities in the US.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Currently, Hinge Health is able to support Sourcewell's participating entities in the US, however, international expansion is on our near-term roadmap with initial expansion into Canada where we will be able to provide our services to those participating entities.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Hinge Health will not be able to service entities whose workforce is fully based in Canada until our international expansion efforts have been completed.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Hinge Health can fully serve all participating entity sectors.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no restrictions or requirements for participating entities in Hawaii, Alaska or US territories.	*

**Table 7: Marketing Plan**

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Hinge Health's marketing strategy will follow two paths: 1) marketing the Hinge Health program to Sourcewell participating entities and 2) marketing the Hinge Health program to the employees/health plan members of Sourcewell entities who choose to contract with Hinge Health.</p> <p>Marketing to Sourcewell participating entities will be performed by Hinge Health's marketing and sales force. Communications can be shared with Sourcewell to perform outreach as desired, but Hinge Health will communicate directly to the participating entities highlighting Hinge Health's program, the value of the Sourcewell contract and Hinge Health's ability to impact the health of employees/health plan members and the financial savings to the Sourcewell participating entities.</p> <p>Hinge Health's sales force can perform demonstrations of the program, virtually or in-person, and provide cost savings analyses for those interested entities. Additionally, Hinge Health can offer opportunities for benefits teams to try the program, at no cost or obligation, as part of their evaluation.</p> <p>Upon execution of a contract between Hinge Health and a Sourcewell participating entity, Hinge Health will market the program to that entity's workforce/health plan members. Hinge Health provides custom marketing campaigns - e.g. emails, home mailers, posters, flyers, webinars, videos, etc. - at no cost to the entity. Hinge Health performs all marketing duties and can provide content for entities to share through their existing communications channels.</p> <p>Example Marketing Assets:  (1) Overview Video: <a href="https://go.hingehealth.com/hinge-health-digital-msk-clinic-overview">https://go.hingehealth.com/hinge-health-digital-msk-clinic-overview</a>  (2) Technical Demo: <a href="https://go.hingehealth.com/technical-demo-vo">https://go.hingehealth.com/technical-demo-vo</a>  (3) One Page Overview - uploaded document  (4) 10k Study White Paper - uploaded document  (5) Sample Member Communications - uploaded document</p>
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Hinge Health leverages numerous marketing strategies to enhance marketing effectiveness, including social media campaigns, ad buys, keyword optimization and targeted marketing. *
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Hinge Health would request that Sourcewell provide a complete list of participating entities and contacts for marketing purposes. Hinge Health will provide training to Sourcewell's desired stakeholders on how to promote Hinge Health to participating entities. When participating entities show interest in learning about Hinge Health, we would prefer Sourcewell to facilitate an introduction where Hinge Health could present the solution. Throughout the sales process, Hinge Health will keep the Sourcewell contract at the forefront of conversations and encourage participating entities to leverage the contract. *
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Of the 2.8 million covered lives that are currently offering Hinge Health, we do not currently have any other cooperative purchasing contracts or e-procurement ordering processes or partners in place. Sourcewell will be our cooperative purchasing contract, with no foreseeable others in the near future. *

**Table 8: Value-Added Attributes**

Line Item	Question	Response *
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Because of the turn-key nature of our solution, client involvement in the implementation process and ongoing operations is very minimal. Our clients' involvement is typically limited to one one-hour implementation kick-off meeting followed by a series of 30 minute monthly implementation status meetings. To the extent that our need additional training on the solution, we are willing to provide it at no additional charge. *

41	Describe any technological advances that your proposed products or services offer.	<p>Digital MSK care provides significant advances for our clients and their members. Our advanced technology suite allows members to access and utilize our program literally anywhere that is convenient to them. We are the leader in digital MSK care in part because of our market-leading technology. Our funding of over \$825 million continues to allow us to make advances in our technology solutions.</p> <p>In fact in 2021 alone, Hinge Health made the three following enhancements to our technology solution:</p> <p>(1) Introduction of Hinge Health Enso, our wearable, non-addictive pain management device. Hinge Health acquired Thimble Bioelectronics, Inc. in 2021. This innovation acquisition brought the Hinge Health Enso to the Digital MSK Clinic and expanded our advanced technology portfolio. This breakthrough, clinically validated wearable technology for pain management expands the capabilities of our Digital MSK Clinic. Across thousands of patients, to date, the Hinge Health Enso has delivered immediate, non-addictive, and non-invasive pain relief at no additional cost.</p> <p>(2) Computer vision technology capabilities added. In addition, on September 17, 2021, we announced the acquisition of wrnch, the developer of the leading computer vision platform for measuring human motion. Combining motion sensors and computer vision further burnishes Hinge Health's digital physical therapy solution as the most comprehensive on the market, uniquely enabling the following:</p> <p>(a) Motion assessments to objectively measure a patient's functional ability across strength, flexibility, balance, and endurance to inform care plan personalization  (b) Expanded exercise tracking as computer vision and motion sensors together enable the widest range and measurement of full-body exercises, including yoga and aerobics  (c) Enhanced clinical care programs that improve rehab of difficult-to-treat areas, such as the head, neck, and hands, by tracking 87 unique points on the body</p> <p>(3) Introduction of Connected Care solution - Hinge Connect. Hinge Health's HingeConnect integrates with 750,000+ in-person providers and enables real-time interventions for elective MSK surgeries, driving proven medical claims reduction</p>
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Hinge Health is always looking for ways to lead in minimizing our environmental footprint. As such, we recently rolled out the "bring-your-own device" option where members can elect to use their own personal devices rather than receive a tablet computer. We are the only sensor-based solution that offers this member option to reduce electronic waste.</p> <p>In addition, we have been reducing the use of plastic wraps on several of our pieces and we continue to make efforts here by making the packaging more sustainable and more reusable in the future.</p>
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Please see our response to #42 above.

44	<p>Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.</p>	<p>We do not currently have any of these certifications at this time. That said, at Hinge Health Diversity, Equity and Inclusion (DEI) are at the forefront of our company and the services we offer. The company fully supports both our DEI Council structure and the DEI inspired improvements it suggests to our product and member experience, as well as our nine employee resource groups (ERGs) that help to make sure our broader employee base more sensitive and aware of the diverse needs of our members.</p> <p>Hinge Health goes beyond digital physical therapy and is not PT-based telemedicine like others on the market. Hinge Health is the only MSK solution on the market that goes beyond just digital PT and is designed with first dollar coverage in mind to promote access and health equity. Other digital MSK solutions are PT-only and essentially deliver telemedicine which would require a copay resulting in lower member enrollment.</p> <p>Digital access to our full clinical care team across the entire United States ensures that regardless of geography all team members have the same quality and consistent best-practice care. All of our Health Coaches go through continuous training including inclusivity training.</p> <p>Within our program we offer behavior change support coaching along with physical therapy exercise as well as curated education. Our educational articles are written at the 6th grade reading level allowing for access to important behavior change content.</p> <p>In addition, for our Chronic and Surgery programs we ship all eligible plan members a kit which includes all the equipment needed to participate in the program, thus removing technology barriers in accessing care. This includes a free tablet that works right out of the box.</p> <p>We also understand that some people cannot take a tablet with them wherever they go, or have a strong familiarity with their current device. So we built our program in such a way that a member can access and benefit from 100% of the program on any device they want, including sensor-based exercises.</p> <p>In addition, to create a solution that works across diverse populations:</p> <ol style="list-style-type: none"> <li>(1) We've designed communication to be seamless and easy for people across their tablet, SMS, phone or email.</li> <li>(2) All videos and product features in our application have closed captioning and/or written descriptions to support those who are hard of hearing.</li> <li>(3) All illustrations and instructions in the app have audio voice over to support those members who have vision impairment.</li> <li>(4) We expanded our multilingual capabilities. Currently our free Prevention program is delivered in English and Spanish and we are actively evaluating other languages and providing member support for all languages.</li> </ol> <p>Additionally, Hinge Health formed its DEI Council to help create a culture of DEI at Hinge Health and support the diverse needs of our members. Hinge Health employs a holistic, four -pillar approach to DEI:</p> <ol style="list-style-type: none"> <li>(1) People: A focus on an inclusive and equitable workforce, representative of Hinge Health's diverse member base.</li> <li>Product: To design an accessible and inclusive product that represents the needs of a diverse set of communities, including those historically underrepresented.</li> <li>(2) Partnerships: Enabling the Hinge Health product to reach a diverse set of communities, including those historically underrepresented, while striving to work with suppliers/vendors &amp; partners who align with the Hinge Health values and DEI initiatives.</li> <li>(3) Members: We strive to ensure our customer facing professionals understand the needs of our diverse members and work to make their coaching and instruction available in a way and using language that is easily understandable.</li> </ol> <p>This council continuously evaluates the needs of our members and clients through research, member surveys, focus groups, and client interviews, to ensure our services are inclusive from a cultural, behavioral, and social perspective.</p>
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45	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p>	<p>Hinge Health is the clear market leader with the largest enterprise customer base in the industry.</p> <p>With over 600 clients and a client retention rate of over 99%, no client has ever regretted partnering with Hinge Health.</p> <p>In addition, Hinge Health is preferred by nine in 10 health plans with an MSK solution meaning that we have important procedural advantages over others in the industry. Because we partner with the largest number of health plans (Anthem, HCSC, Aetna, many other Blue Cross organizations) and the largest PBMs (CVS, Express Scripts, etc.) in the industry, data connections, reporting, billing, and invoicing is already established and highly leverageable. This makes implementing our services far more efficient than any other digital MSK provider.</p> <p>With over 1,100, including over 400 full-time clinical care team members, we have the scale to handle any and all clients.</p> <p>With over \$825 million in funding, we have 10x more capital than any other MSK solution, meaning we have the financial muscle to invest in innovation and to be our clients' long-term partner.</p> <p>4 in 5 employers with a digital MSK solution have chosen the Hinge Health for the following three reasons:</p> <p>(1) We go beyond digital physical therapy. Members have access to their Hinge Health care team which includes: Doctors of Physical Therapy, Orthopedic Nurses, Board Certified Health Coaches, Nutritionists, Behavioral Health Specialists, and Ergonomists to help navigate care, including a referral to a specialist. The Hinge Health solution was designed with First Dollar Coverage in mind. This is a critical difference between us and "PT-only" options in the market. By bringing a full Care Team, Hinge Health employer clients, in consultation with their ERISA legal counsel, have been able to offer a complete digital MSK member experience without requiring a copay.</p> <p>(2) We pioneered an end-to-end Digital MSK clinic that works for everybody and every body part. Hinge Health is the only solution with 4 distinct programs, including prevention, acute, chronic, pre/post surgery and even an embedded expert medical opinion within our complete Digital MSK Clinic covering the full continuum of MSK care. Hinge Health is the most loved digital MSK solution with a #1 rating in both Apple App and Google Play Stores. Thoughtful and thorough integration including provider integration, PCP coordination, and data sharing through HingeConnect. For an overview of our Digital MSK clinic, please review this one minute overview video: <a href="https://go.hingehealth.com/hinge-health-digital-msk-clinic-overview">https://go.hingehealth.com/hinge-health-digital-msk-clinic-overview</a></p> <p>(3) We are the most proven and credible. Hinge Health is the most studied digital MSK solution in the world. Hinge Health has 4 peer-reviewed published clinical studies led by researchers at top US universities, including a large-scale 10,000+ member study, 2-year outcomes survey, and multiple employer medical claims analysis. Upon review of our medical claims analysis, Hinge Health earned a Validation Institute "Level One-Savings" for proven 2.26x ROI and received this 3rd party validation for actual medical claim savings.</p>
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**Table 9: Performance Standards or Guarantees**

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

Line Item	Question	Response *
46	Describe any performance standards or guarantees that apply to your services	Hinge Health puts 100% of fees at risk with an ROI guarantee of 1.5x the cost of the program. If Hinge Health is unable to show cost savings in excess of 1.5x the program cost, we will refund fees to the Sourcewell participating entity based on the miss.
47	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	Hinge Health puts 100% of fees at risk with an ROI guarantee of 1.5x the cost of the program. If Hinge Health is unable to show cost savings in excess of 1.5x the program cost, we will refund fees to the Sourcewell participating entity based on the miss.



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

Line Item	Question	Response *
48	Describe your payment terms and accepted payment methods.	Hinge Health can invoice a Sourcwell participating entity directly or submit claims through the entities health plan. Standard terms state that amounts due will be paid within thirty (30) days of the date of Hinge Health's invoice or claim.
49	Describe any leasing or financing options available for use by educational or governmental entities.	Hinge Health only charges for members who engage in our programs. As such, no leasing or finance options are available.
50	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	We would propose to utilize the agreement provided by Sourcwell (with the exceptions noted in Table 15 of this RFP response) as the agreement between Sourcwell and Hinge Health.
51	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 have clients utilizing the P-card, but we would be open to discussing this with Sourcwell if it is important to you and your Participating Entities.

**Table 11: Pricing and Delivery**

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

Line Item	Question	Response *
52	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>Hinge Health only charges fees for members who engage in one of our programs. We do not charge any PEPM/PEPY fees. For example, if a participating entity launches Hinge Health and no members engage in a paid program, that entity will owe nothing to Hinge Health.</p> <p>The pricing for our five programs are:</p> <p>(1) Prevention - No charge</p> <p>(2) Acute -  (a) Standard Price (per engaged member): \$350  (b) Sourcwell Price (per engaged member): \$250</p> <p>(3) Chronic  (a) Standard Price (per engaged member): \$1,195  (b) Sourcwell Price (per engaged member): \$995</p> <p>(4) Surgery  (a) Standard Price (per engaged member): \$1,195 or Free transition from Chronic  (b) Sourcwell Price (per engaged member): \$995 or Free transition from Chronic</p> <p>(5) Expert Medical Opinion - No charge</p> <p>Engaged members have 12 months of access, regardless of utilization or number of episodes, to their program for the one-time fee. For example, if a member has multiple acute episodes over a 12 month period or multiple chronic conditions, the Sourcwell participating entity will only have the single fee for that member. The maximum fee Hinge Health will charge per member in a 12 month period is \$995. For example, if a member enters the Chronic program for back pain and at some point during their 12 months of access has an acute injury, Hinge Health will cap the fee for the member at \$995.</p>
53	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The discount for the Acute program is ~28.6% and the discount for the Chronic and Surgery programs is ~16.7% as outlined in our response to question 52.

54	Describe any quantity or volume discounts or rebate programs that you offer.	The discount for the Acute program is ~28.6% and the discount for the Chronic and Surgery programs is ~16.7% as outlined in our response to question 52.	*
55	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	N/A	*
56	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Hinge Health only charges fees for members who engage in Hinge Health's programs. There are no other fees associated with Hinge Health. There are no implementation fees or costs for the marketing that Hinge Health will do on behalf of the Sourcewell participating entities.	*
57	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	There are no freight, delivery or shipping costs associated with Hinge Health's programs.	*
58	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	There are no freight, delivery or shipping costs associated with Hinge Health's programs.	*
59	Describe any unique distribution and/or delivery methods or options offered in your proposal.	For members who receive a Hinge Health kit for their program, Hinge Health will ship the kit to arrive within two (2) days of the member being accepted into the program.	*

**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
60	d. other than what the Proposer typically offers (please describe).	Our fees reflect a discount from our standard market fees. Please see our response to question 52 for detail.

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
61	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	<p>Working with partners to market our services and providing them a share of our revenue for that partnership is a core business model to Hinge Health.</p> <p>We are confident that our established processes in place today for those partnerships can be leveraged for our Sourcewell relationship. Specifically, we will:</p> <ol style="list-style-type: none"> <li>(1) Assign one direct contact from our Partnerships group to manage the relationship and audit of our agreement</li> <li>(2) Require the "Contracting Partner" in our CRM system, Salesforce, to be populated in order to finalize a sale.</li> <li>(3) Create quarterly automated reports utilizing this field to ensure Sourcewell compliance</li> </ol> <p>In addition, we are open to best practices that Sourcewell recommends to establish additional procedures.</p>
62	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	<p>The ultimate measure of success for a relationship between Sourcewell and Hinge Health will be sales and client retention. To ensure sales success, we will track opportunities created through sourcewell, sales coverage, sale conversion and lives won. From a client retention perspective, we will track client satisfaction/NPS, member satisfaction, pain reduction, anxiety reduction, depression reduction, surgery avoided and ROI.</p>
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	<p>Hinge Health would like to propose offering Sourcewell a revenue share agreement of 2.5% of revenue received from clients who contract utilizing the Sourcewell contract. The 2.5% would be for the duration of the agreement, not simply the first year. This fee would be deducted from the revenue Hinge Health would receive and would NOT be an additional fee paid by the client.</p> <p>By way of example, if Hinge Health were to utilize a Sourcewell agreement for a 20,000 life (spouse plus adult dependent) participating entity, we would expect to pay Sourcewell approximately \$19,900 per year for revenue generated from that client. (Assumptions: 5% enrollment in the Hinge Health Chronic program; \$995 per enrolled member in Chronic)</p>

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

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>Hinge Health's Digital MSK Clinic is the most complete and clinically rigorous MSK solution for employers, covering Prevention, Acute, Chronic and Surgical Programs. It includes both an embedded Expert Medical Opinion service focused on elective MSK procedures as well as Enso, a breakthrough wearable technology for pain management that is both non-addictive and non-invasive that has already helped thousands.</p> <p>We reduce MSK pain, opioid use, and surgeries by pairing advanced wearable technology with a comprehensive clinical care team, including doctors of physical therapy, physicians, board-certified health coaches, and more. Available to millions of members, Hinge Health is the #1 Digital MSK Clinic for health plans and employers.</p> <p>Programs Offered</p> <p>(1) Prevention: This self-paced program is job-type specific, guided through the Hinge Health app, and available to your eligible plan member population at no charge. The member will receive access to exercise programs customized to their job type, and education about sleep, stress management, nutrition, and movement. The program is designed for a member to continue engaging for as long as they would like to maintain and improve their health and wellness. A link to a video overview of the prevention program can be viewed here: <a href="https://vimeo.com/521113360/60b293fa18">https://vimeo.com/521113360/60b293fa18</a></p> <p>(2) Acute: Given the needs of a typical acute episode, our Acute Program is tailored to the characteristics of the injury and provide the right care. Typically an acute injury resolves in a much shorter window than that of chronic issue. In our dedicated Acute program the member is assessed by a video 1:1 PT visit and then can begin the exercise therapy immediately. Typically Acute pain may have more movement restrictions or precautions and a member's pain may be more volatile in nature. By considering the member's needs and potential movement limitations we designed the Acute program to not require sensors. Along with 1:1 video PT sessions the member can access curated education articles through our all in one app. A link to a video overview of the acute program can be viewed here: <a href="https://vimeo.com/521115998/41e06a3529">https://vimeo.com/521115998/41e06a3529</a></p> <p>(3) Chronic: For those with pain over 12 weeks, our Chronic Program surrounds the member with a clinical care team including a dedicated doctor of physical therapy and board-certified health coach to offer a customized care plan of motion sensor guided exercise therapy, curated health education, and behavior change through guidance and accountability. In addition, Chronic program members have access, when clinically needed, to the Hinge Health Enso, our wearable pain management technology offering non-invasive, non-addictive relief in seconds. The Chronic program is designed as a customizable approach for a member to reduce and manage their pain. A link to a video overview of the chronic program can be viewed here: <a href="https://vimeo.com/525269960/ce685bbfa3">https://vimeo.com/525269960/ce685bbfa3</a></p> <p>(4) Surgery: For members for whom MSK surgery is the best course, we make the surgery experience successful by improving the quality of the pre-to-post surgical experience for members and expediting healing, while reducing postoperative costs. Each member gets personalized exercise therapy designed by our PTs, works with a dedicated PT and a dedicated health coach to provide health education, and receives the Hinge Health app to guide exercise therapy. Additionally, their dedicated PT will review their care plan and can share the care plan with the member's surgeon or in person PT as needed. A link to a video overview of the surgery program can be viewed here: <a href="https://vimeo.com/521110233/00da17c722">https://vimeo.com/521110233/00da17c722</a></p> <p>(5) Expert Medical Opinion: This program offers full population access to our free Expert Medical Opinion service focused on elective chronic MSK procedures, which often equate to 50% of a typical employers' Expert Medical Opinion utilization and ROI.</p>
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Digital Health Services  Digital Musculoskeletal (MSK) Health  Virtual Physical Therapy</p>

**Table 148: Depth and Breadth of Offered Equipment Products and Services**

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

Line Item	Category or Type	Offered *	Comments
66	Physical point solutions	<input type="radio"/> Yes <input checked="" type="radio"/> No	Hinge Health is a digital health solution for musculoskeletal (MSK) conditions. A complete care team of physicians, nurses, physical therapists and health coaches provide customized care for each member.
67	Digital health coaching	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Hinge Health offers a holistic digital musculoskeletal (MSK) solution that focuses on the physical, behavioral and mental wellbeing of the member.</p> <p>Physical therapists lead the way and are focused on the member's physical recovery.</p> <p>Board-certified health coaches focus on the behavioral and mental aspects of the program. Health coaches are recommended by the American Medical Association and have led to the digital MSK industry's highest adherence and engagement rates.</p>
68	Engagement and utilization applications and platforms	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
69	Risk management solutions	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
70	Condition specific solutions, including, but not limited to: i. Musculoskeletal health; ii. Diabetes prevention and management; iii. Hypertension; iv. Weight loss; and, v. Infertility (Use the Comment field to specify what conditions apply)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Hinge Health is the leading digital solution for musculoskeletal health with 4 in 5 employers and 90% of health plans choosing Hinge Health when they choose a digital MSK solution.
71	Services and technology related to the offering of the solutions described in Lines 66-70 above.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Hinge Health's dedicated programs for musculoskeletal health are driven by Hinge Health's industry-leading technology - advanced wearable sensors for real-time feedback and guidance, Enso for non-addictive wearable pain management, and the most advanced computer vision software.

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

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

## Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
  - [Pricing](#) - Hinge Health - Digital MSK - Pricing Sheet with Sourcewell Discounted Fees.xlsx - Wednesday January 26, 2022 20:20:03
  - Financial Strength and Stability (optional)
  - [Marketing Plan/Samples](#) - Hinge Health Marketing Plan.zip - Wednesday January 26, 2022 19:57:35
  - WMBE/MBE/SBE or Related Certificates (optional)
  - Warranty Information (optional)
  - Standard Transaction Document Samples (optional)
  - [Upload Additional Document](#) - Hinge Health\_Table 15 Attachment of Contract Mark-up - Section 18.docx - Wednesday January 26, 2022 19:57:58

## 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. - Jason Wagner, Vice President - Public Sector, Hinge Health, Inc.

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

Yes  No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
<b>Addendum_4_Digital_Health_Products_Solutions_RFP_012722</b> Thu January 20 2022 04:00 PM	<input checked="" type="checkbox"/>	4
<b>Addendum_3_Digital_Health_Products_Solutions_RFP_012722</b> Wed January 19 2022 08:35 AM	<input checked="" type="checkbox"/>	5
<b>Addendum_2_Digital_Health_Products_Solutions_RFP_012722</b> Mon December 27 2021 10:56 AM	<input checked="" type="checkbox"/>	3
<b>Addendum_1_Digital_Health_Products_Solutions_RFP_012722</b> Tue December 21 2021 03:03 PM	<input checked="" type="checkbox"/>	2