



“We think we’re going to save healthcare in the United States.”

2002

HealthEquity is born

Steve created a business plan and went to work collecting the necessary investments.

In 2002, he created a small company called HealthEquity.

The mission: Save healthcare in America.

2004

Making HSA a reality

A new law was being considered in congress that would allow for Health Savings Accounts. The HSA would be instrumental in helping Americans take control of their

The HealthEquity team traveled to Washington, D.C. to help educate lawmakers about the benefits of the HSA. With their help, the HSA became a reality in early 2004.



**Response to SOLICITATION NUMBER 38-22
Request for Proposal (RFP) for
HSA, FSA, DCFSA and other
Lifestyle Financial Management Services**

TECHNICAL

Education Service Center (ESC) Region 14, on behalf of
1850 State Highway 351, Abilene, Texas 79601-4750
Phone: (325) 675-8600

The National Cooperative Purchasing Alliance (NCPA)
P.O. Box 701273, Houston, Texas 77270
Phone: (888) 543-6515 | Email: questions@ncpa.us

Cory Good | Vice President of Public Sector
Phone: (714) 612-5944 | Email: CGood@healthequity.com
15 West Scenic Pointe Drive, Draper, Utah 84020 | healthequity.com

Due: November 17, 2022 until 2:00 PM CT

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11/16/2022

Education Service Center (ESC) Region 14
1850 State Highway 351
Abilene, Texas 79601-4750

On Behalf Of:

National Cooperative Purchasing Alliance (NCPA)
P.O. Box 701273
Houston, Texas 77270
questions@ncpa.us

Re: Response to Solicitation Number 38-22
Region 14 Education Service Center (ESC) on behalf of
The National Cooperative Purchasing Alliance (NCPA)
RFP for HSA, FSA, DCFSA and other Lifestyle Financial Management Services

Dear Region 14,

We are pleased to present our product service solutions. HealthEquity offers a quality-driven service experience supported by a "Purple" culture and commitment to delivering *remarkable service* to our clients and members.

As a one-stop consumer directed benefits provider, we empower clients and program members with a unique service model:

- Member Service – We offer 24/7 member support combined with email and chat servicing options for HSA, FSA, HRA and Commuter administration services. Our COBRA service team is available 8:00 a.m. – 8:00 p.m., Monday – Friday.
- Our overall Net Promoter Score for member services is 55, regarded as "Excellent" and the highest in our industry.

We push innovation forward with data-driven experiences and integrated solutions expertly tailored to unique business needs. The member website makes it easy to access claim forms and view copies of current and past account statements. Additionally, potential and current participants will have full access to a wide variety of educational tools to help them make decisions, including election calculators and eligible expenses lists.

Tyson Murdock, Chief Financial Officer, is the person authorized to bind this offer to the contract and should receive all official notices concerning this solicitation. Please send all official notices to: 15 West Scenic Pointe Drive, Draper, Utah 84020.

Cory Good, Vice President, Public Sector, will be your primary point of contact for any questions you may have regarding this proposal. His phone number is (714) 612-5944. Cory is also available via email: CGood@healthequity.com.

We look forward to establishing a working relationship.

Sincerely,

DocuSigned by:

79BC6293076E412
Tyson Murdock
Chief Financial Officer

Executive Summary

HealthEquity was established in 2002, focused on transforming the healthcare industry by empowering employers and individuals with tools to manage healthcare costs, emphasize greater transparency, and realize savings opportunities. Today we focus on providing healthcare financial accounts to employers, health plans and participants. Our clients range in size from small employers to the largest public and private employers in the country.

We empower employees to save money on taxes, while creating corporate tax advantages for our clients. Our service products include pre-tax spending accounts, such as Health Savings Accounts (HSAs), health and dependent care Flexible Spending Accounts (FSAs), Health Reimbursement Arrangements (HRAs), as well as Commuter transit and parking programs, Wellness programs, COBRA, Direct Billing, etc. We recognize the importance of consumer-directed benefits (CDBs), and strive to emphasize our focus to deliver remarkable service.

Our commitment to be **Remarkable Together** drives us to provide services above and beyond what others expect. Headquartered in Draper, Utah, our nationwide workforce serves in major locations throughout the United States. Technology is critical to making account-based programs easy to use. We typically invest between 10% and 12% of annual revenue on innovative enhancements.

When employers centralize their benefits on our integrated platforms, complexities are conveniently mitigated through a single provider. HealthEquity simplifies administration for our clients through a unified platform and strengthened data security and privacy protections across all offerings. We safeguard data with fewer handoffs to avoid confusion for employees and client administrators. We protect data through industry-leading security protocols and maintain a comprehensive information security program approved by executive-level management. Based on the Center for Internet Security (CIS) Top 20, we provide continuity for all systems on fully redundant systems with minimal downtime. We perform continuous vulnerability scanning and maintain state-of-the-art data loss prevention tools. We ensure data encryption at rest and in flight and utilize multi-factor login for all customers and employees. We undergo an annual SSAE Type II audit, are PCI compliant, and adhere to all federal government requirements for vendors.

Our service personnel have many years of experience in the employee benefits industry. They are skilled in working with mid-size and large accounts with unique requirements. Our service delivery teams provide direct account support for client human resources management (and any designated broker partners), including the resolution of routine inquiries, escalations and general project management.

Our team members serve as trusted advisors, plan managers, and subject-area experts, who can be relied on for accurate and valuable information on program administration. Our focus is to provide the best possible participant and client experience. Over the years, we have pioneered several technologies that are now industry standards, and while we are recognized for our leading-edge technology, our customer-first philosophy ensures that every product is backed by world-class support and service. We are committed to conducting our business affairs with integrity, transparency and in full compliance with all applicable laws and regulations.

Our approach combines knowledgeable and experienced staff with the latest technology and communications best practices. We provide extensive reporting and query capabilities, as well as extensive, automated, back-end processing to enable smooth, low-maintenance administration.

Our philosophy since inception is to develop our core functionalities internally and offer best-of-breed solutions. By choosing to build, maintain and continually enhance our core platforms, we are able to manage several areas of benefits administration effectively for our clients:

- Quick updates to content or participant tools;
- Responsiveness to regulatory changes or deployment of new processes or tools for our service teams that increase quality or efficiency;
- Providing end to end visibility to program data for clients and program members

HealthEquity eases administrative hassles and gives program members the latest, most intuitive tools.

The following advantages differentiate us from competitors:

- **Remarkable Service.** Our onshore Member Service Specialists are available every hour of every day via toll free telephone, with the tools and expertise needed to deliver highly relevant educational content and remarkable service. With an average speed of answer under 30 seconds and world class customer satisfaction ratings, we help members get the answers they need quickly, cut through the complexity of benefit accounts, and get back to life's most meaningful aspects.
- **Deeply integrated experiences.** HealthEquity's proprietary platform allows for complete and automated management of CDB account program management. Our integrations with health plans, benefits administrators and payroll providers automate enrollment and contribution management. We simplify claim payment and substantiation and allow seamless access to expanded tools so members can make better decisions and manage healthcare expenses faster with less hassle.
- **Insightful engagement and education.** HealthEquity's *Engage360* tools provide benefit leaders with the insights, confidence and support to maximize pre-tax healthcare spending.

Member Service Specialists have access to our *Service Site*, a proprietary web-based application, which provides real-time, client-specific program information and participant account data. All telephone discussions are systematically documented and tracked in each participant record. Our service agents are able to review prior CRM history on subsequent calls. Note history is kept indefinitely. Our workflow tool queues participant inquiries, including calls, faxes, documents, and customer and client inquiries. Member Service partners with Service Delivery teams to ensure that our communication strategy is linked with what is happening internally, and at the client level.

TAB 1

MASTER AGREEMENT - GENERAL TERMS AND CONDITIONS

Customer Support

The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.

Disclosures

Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.

The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

Renewal of Contract

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew for up to two (2) additional one-year terms or any combination of time equally not more than 2 years if agreed to by Region 14 ESC and the vendor.

Funding Out Clause

Any/all contracts exceeding one (1) year shall include a standard "funding out" clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only, provided the contract contains either or both of the following provisions:

Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.

Shipments (if applicable)

The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

Tax Exempt Status

Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

Payments

The entity using the contract will make payments directly to the awarded vendor or their affiliates (distributors/business partners/resellers) as long as written request and approval by NCPA is provided to the awarded vendor.

Adding Authorized Distributors/Dealers

Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.

Purchase orders and payment can only be made to awarded vendor or distributors/ business partners/resellers previously approved by NCPA.

Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.

All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.

Pricing

All pricing submitted shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.

All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing

Warranty

Proposal should address the following warranty information:

- Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
- Availability of replacement parts
- Life expectancy of equipment under normal use
- Detailed information as to proposed return policy on all equipment

Products: Vendor shall provide equipment, materials and products that are new unless otherwise specified, of good quality and free of defects

Construction: Vendor shall perform services in a good and workmanlike manner and in accordance with industry standards for the service provided.

Safety

Vendors performing services shall comply with occupational safety and health rules and regulations. Also all vendors and subcontractors shall be held responsible for the safety of their employees and any conditions that may cause injury or damage to persons or property.

Permits

Since this is a national contract, knowing the permit laws in each state is the sole responsibility of the vendor.

Indemnity

The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.

Franchise Tax

The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

Supplemental Agreements

1. Any Order placed under this Master Agreement shall consist of the following documents:

- a) A Participating Agency Supplemental Agreement, if any;
- b) Master Agreement Terms and Conditions;
- c) A Purchase Order issued against the Master Agreement;
- d) The Scope of Work;
- e) The RFP; and
- f) Contractor's Proposal.

2. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly mutually agreed to between Vendor and accepted by the Participating Agency and must be in writing and attached or referenced in the executed Purchase Order.

Notwithstanding anything contained to the contrary herein, Vendor shall have no obligation to enter into either a Supplemental Agreement or this Master Agreement – General Terms and Conditions with a Participating Agency, which decision shall be at Vendor's sole discretion.

The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor. The HealthEquity Master Services Agreement, accessed at:

[https://resources.healthequity.com/Documents/Employer/General Terms and Conditions All Accounts.pdf](https://resources.healthequity.com/Documents/Employer/General_Terms_and_Conditions_All_Accounts.pdf), shall be part of the Supplemental Agreement, which will be the primary agreement between HealthEquity and the Participating Agency.

Certificates of Insurance

Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

Legal Obligations

It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

Protest

A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. Protests shall be filed with Region 14 ESC and shall include the following:

- Name, address and telephone number of protester
- Original signature of protester or its representative
- Identification of the solicitation by RFP number
- Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested

Any protest review and action shall be considered final with no further formalities being considered.

Force Majeure

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders and regulation of any kind of government of the United States or any civil or military authority; insurrections; riots; epidemics; pandemic; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

Prevailing Wage

It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage

legislation in effect in the jurisdiction of the purchaser. It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

Termination

Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

Open Records Policy

Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region 14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

PROCESS

Region 14 ESC will evaluate proposals in accordance with, and subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. NCPA will assist Region 14 ESC in evaluating proposals. Award(s) will be made to the prospective vendor whose response is determined to be the most advantageous to Region 14 ESC, NCPA, and its participating agencies. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document.

Contract Administration

The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.

Contract Term

The contract term will be for three (3) year starting from the date of the award. The contract may be renewed for up to two (2) additional one-year terms or any combination of time equally not more than 2 years.

It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.

Contract Waiver

Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.

Price Increases

Should it become necessary, price increase requests may be submitted at any point during the term of the contract by written amendment. Included with the request must be documentation and/or formal cost justification for these changes. Requests will be formally reviewed, and if justified, the amendment will be approved.

Products and Services Additions

New Products and/or Services may be added to the resulting contract at any time during the term by written amendment, to the extent that those products and/or services are within the scope of this RFP.

Competitive Range

It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.

Deviations and Exceptions

Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.

Estimated Quantities

While no minimum volume is guaranteed, the estimated (but not limited to) annual volume for Products and Services purchased under the proposed Master Agreement is \$70 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program.

Evaluation

Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.

Formation of Contract

A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process. Contract award letter issued by Region 14 ESC is the counter-signature document establishing acceptance of the contract.

NCPA Administrative Agreement

The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.

Clarifications/Discussions

Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondent's are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.

Multiple Awards

Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.

Past Performance

Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

EVALUATION CRITERIA

Pricing (40 points)

Electronic Price Lists

- Products, Services, Warranties, etc. price list
- Prices listed will be used to establish both the extent of a vendor's product lines, services, warranties, etc. available from a particular bidder and the pricing per item.

Ability to Provide and Perform the Required Services for the Contract (25 points)

- Product Delivery within participating entities specified parameters
- Number of line items delivered complete within the normal delivery time as a percentage of line items ordered.
- Vendor's ability to perform towards above requirements and desired specifications.
- Past Cooperative Program Performance
- Quantity of line items available that are commonly purchased by the entity.
- Quality of line items available compared to normal participating entity standards.

References and Experience (20 points)

- A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years
- Respondent Reputation in marketplace
- Past Experience working with public sector.
- Exhibited understanding of cooperative purchasing

Value Added Products/Services Description, (8 points)

- Additional Products/Services related to the scope of RFP
- Marketing and Training
- Minority and Women Business Enterprise (MWBE) and (HUB) Participation
- Customer Service

Technology for Supporting the Program (7 points)

- Electronic on-line catalog, order entry use by and suitability for the entity's needs
- Quality of vendor's on-line resources for NCPA members.
- Specifications and features offered by respondent's products and/or services

SIGNATURE FORM

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

HealthEquity, Inc.

Company Name

15 W. Scenic Pointe Dr.

Address

Draper

City

UT

State

84020

Zip

N/A

Telephone Number

N/A

Fax Number

N/A

Email Address


Tyson Murdock

Printed Name

EVP and CFO

Position

DocuSigned by:



7BBC02B307BE412...

Authorized Signature

TAB 2 NCPA ADMINISTRATION AGREEMENT

This Administration Agreement is made as of December 1, 2022, by and between National Cooperative Purchasing Alliance ("NCPA") and HealthEquity, Inc. ("Vendor").

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated December 1, 2022, referenced as Contract Number 09-22, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the "Master Agreement"), for the purchase of HSA, FSA, DCFSA and other Lifestyle Financial Management Services;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as "public agency" or collectively, "public agencies") may purchase products and services at the prices indicated in the Master Agreement, subject to such public agency entering into a Supplemental Agreement with Vendor;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

General Terms and Conditions

- The Master Agreement, attached hereto as Exhibit 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Administration Agreement except as expressly changed or modified by this Administration Agreement.
- NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Administration Agreement including, but not limited to, Contractor's obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.

- Contractor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
- NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Contractor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
- With respect to any purchases made by Region 14 ESC or any Participating Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Contractor, Region 14 ESC, or such Participating Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region 14 ESC, any Participating Agency or any employee of Region 14 ESC or Participating Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Participating Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Participating Agency, or any employee of Region 14 ESC or Participating Agency under this Administration Agreement or the Master Agreement.
- With respect to any supplemental agreement entered into between a Participating Agency and Contractor pursuant to the Master Agreement, NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.
- Except as otherwise expressly set forth herein, this Administration Agreement supersedes any and all other agreements, either oral or in writing, between the parties Vendor and NCPA hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Administrative Agreement which is not contained herein shall be valid or binding.
- Contractor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement, subject to vendor's prior review and approval not to be unreasonable withheld. Requests for approval shall be sent to Adam Black at adblack@healthequity.com, or as otherwise directed. Any use of NCPA name and logo or any form of publicity regarding this Administration Agreement or the Master Agreement by Contractor must have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this Administration Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
- Neither this Administration Agreement nor any rights or obligations hereunder shall be assignable by Contractor without prior written consent of NCPA, provided, however, that the Contractor may, without such written consent, assign this Administration Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Administration Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this Administration Agreement.
- This Administration Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder.

Term of Agreement

This Agreement shall be in effect so long as the Master Agreement remains in effect, provided,

however, that the obligation to pay all amounts owed by Vendor to NCPA through the termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive for two (2) years after the expiration of the term of this Agreement.

Fees and Reporting

The awarded vendor shall electronically provide NCPA with a detailed quarterly report showing the dollar volume of all sales under the contract for the previous quarter. Reports are due on the fifteenth (15th) day after the close of the previous quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Entity Name	Zip Code	State	PO or Job #	Sale Amount

Total _____

Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee based upon the tiered fee schedule below. Vendor’s annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.

Annual Sales Through Contract	Administrative Fee
0 - \$30,000,000	2%
\$30,000,001 - \$50,000,000	1.5%
\$50,000,001+	1%

Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an under reporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment. In the event such fees are underreported by more than 2%, the underpayment shall be paid together with interest on such amount and Vendor shall be obligated to reimburse NCPA’s costs and expenses for such audit.

ACKNOWLEDGMENT OF CONTRACTOR REQUIREMENTS

National Cooperative Purchasing Alliance
Organization

Health Equity, Inc.
Vendor Name

Matthew Mackel
Name

Tyson Murdock
Name

Director, Business Development
Title

EVP and CFO
Title


PO Box 701273
Address

15 W. Scenic Pointe Dr.
Address

Houston, TX 77270
Address

Draper, UT 84020
Address


Signature

DocuSigned by:

Signature

December 1, 2022
Date

01/05/2023
Date

Tab 3 Vendor Questionnaire

Please provide responses to the following questions that address your company's operations, organization, structure, and processes for providing products and services.

Locations Covered

- Bidder must indicate any and all locations where products and services can be offered.
- Please indicate the price co-efficient for each location if it varies.

<input type="checkbox"/> All 50 States & District of Columbia (Selecting this box is equal to checking all boxes below)			
<input checked="" type="checkbox"/> Alabama	<input checked="" type="checkbox"/> Illinois	<input checked="" type="checkbox"/> Montana	<input checked="" type="checkbox"/> Rhode Island
<input checked="" type="checkbox"/> Alaska	<input checked="" type="checkbox"/> Indiana	<input checked="" type="checkbox"/> Nebraska	<input checked="" type="checkbox"/> South Carolina
<input checked="" type="checkbox"/> Arizona	<input checked="" type="checkbox"/> Iowa	<input checked="" type="checkbox"/> Nevada	<input checked="" type="checkbox"/> South Dakota
<input checked="" type="checkbox"/> Arkansas	<input checked="" type="checkbox"/> Kansas	<input checked="" type="checkbox"/> New Hampshire	<input checked="" type="checkbox"/> Tennessee
<input checked="" type="checkbox"/> California	<input checked="" type="checkbox"/> Massachusetts	<input checked="" type="checkbox"/> New Jersey	<input checked="" type="checkbox"/> Texas
<input checked="" type="checkbox"/> Colorado	<input checked="" type="checkbox"/> Michigan	<input checked="" type="checkbox"/> New Mexico	<input checked="" type="checkbox"/> Utah
<input checked="" type="checkbox"/> Connecticut	<input checked="" type="checkbox"/> Minnesota	<input checked="" type="checkbox"/> New York	<input checked="" type="checkbox"/> Vermont
<input checked="" type="checkbox"/> Delaware	<input checked="" type="checkbox"/> Mississippi	<input checked="" type="checkbox"/> North Carolina	<input checked="" type="checkbox"/> Virginia
<input checked="" type="checkbox"/> D.C.	<input checked="" type="checkbox"/> Missouri	<input checked="" type="checkbox"/> North Dakota	<input checked="" type="checkbox"/> Washington
<input checked="" type="checkbox"/> Florida	<input checked="" type="checkbox"/> Kentucky	<input checked="" type="checkbox"/> Ohio	<input checked="" type="checkbox"/> West Virginia
<input checked="" type="checkbox"/> Georgia	<input checked="" type="checkbox"/> Louisiana	<input checked="" type="checkbox"/> Oklahoma	<input checked="" type="checkbox"/> Wisconsin
<input type="checkbox"/> Hawaii	<input checked="" type="checkbox"/> Maine	<input checked="" type="checkbox"/> Oregon	<input checked="" type="checkbox"/> Wyoming
<input checked="" type="checkbox"/> Idaho	<input checked="" type="checkbox"/> Maryland	<input checked="" type="checkbox"/> Pennsylvania	

<input type="checkbox"/> All U.S. Territories and Outlying Areas (Selecting this box is equal to checking all boxes below)	
<input type="checkbox"/> American Samoa	<input type="checkbox"/> Northern Mariana Island
<input type="checkbox"/> Federated States of Micronesia	<input type="checkbox"/> Puerto Rico
<input type="checkbox"/> Guam	<input type="checkbox"/> U.S. Virgin Islands
<input type="checkbox"/> Midway Islands	

<input type="checkbox"/> All Canada Provinces and Territories (Selecting this box is equal to checking all boxes below)	
<input type="checkbox"/> Alberta	<input type="checkbox"/> Prince Edward Island
<input type="checkbox"/> British Columbia	<input type="checkbox"/> Quebec
<input type="checkbox"/> Manitoba	<input type="checkbox"/> Saskatchewan
<input type="checkbox"/> New Brunswick	<input type="checkbox"/> Northwest Territories
<input type="checkbox"/> Newfoundland and Labrador	<input type="checkbox"/> Nunavut
<input type="checkbox"/> Nova Scotia	<input type="checkbox"/> Yukon
<input type="checkbox"/> Ontario	

If awarded a Master Agreement, will your company extend the terms offered in your Proposal to public agencies in Canada? If no or maybe, please explain.

Yes Maybe No

If awarded a Master Agreement, will your company extend the terms offered in your Proposal to private sector customers?

Yes Maybe No

Minority and Women Business Enterprise (MWBE) and (HUB) Participation

It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.

Minority/Women Business Enterprise Respondent Certifies that this firm a Minority / Women Business Enterprise Historically Underutilized Business Respondent Certifies that this firm is a Historically Underutilized Business

Small Business, MWBE and HUB Growth

If Proposer is a Large, National or Multinational Organization/Corporation, what programs are in place that partners or supports the growth of small and MWEB and HUB business? If yes, please describe.

N/A, we are a recognized small, MWEB or HUB organization
 No, we do not have any programs in place.
 Yes, we have programs in place.

We appreciate the importance of programs that support the growth of small and MWBE businesses. We support and encourage inclusion by creating positive partnerships where we can when it comes to procurement opportunities. In support of that appreciation, HealthEquity has an *Operations Partner Diversity Program*, and a *Purchasing Policy*, both of which confirm that HealthEquity is committed to providing partnership opportunities to qualified US based diverse operations partners, including certified small business enterprises and MWBE.

Residency

Responding Company's principal place of business is in the city of Draper,
State of Utah.

Felony Conviction Notice

Please Check Applicable Box (If the 3rd box is checked, a detailed explanation of the names and convictions must be attached):

- A publicly held corporation; therefore, this reporting requirement is not applicable.
- Is not owned or operated by anyone who has been convicted of a felony.
- Is owned or operated by the following individual(s) who has/have been convicted of a felony

Distribution Channel

Which best describes your company's position in the distribution channel:

- Manufacturer Direct Certified education/government reseller
- Authorized Distributor Manufacturer marketing through reseller
- Value-added reseller Other: Third Party Administrator of Employee Benefits

Processing Contact Information

Contact Person Cory Good

Title Vice President of Public Sector

Company HealthEquity, Inc.

Address 15 W Scenic Pointe Drive

City/State/Zip Draper, Utah 84020

Phone (714) 612-5944

Email CGood@healthequity.com

Pricing Information

In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing. If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.

- Yes No

Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.

Yes No

Tab 4 Vendor Profile

Please provide the following information about your company:

- **Company’s official registered name.**

HealthEquity, Inc.

- **Brief history of your company, including the year it was established.**

In 2002 HealthEquity was established to transform the healthcare industry by empowering employers and individuals with tools to help manage healthcare costs, emphasize greater cost transparency, and realize savings opportunities. We reimagined what employee benefits could be and became an innovator in providing technology-enabled services that empower consumers to make healthcare saving and spending decisions. Today we offer total benefits solutions to 120,000 clients nationwide, with our services impacting 1/7 of the American workforce.

- **Company’s Dun & Bradstreet (D&B) number.**

The HealthEquity, Inc. D&B number is 79 350 6390.

- **Company’s organizational chart of those individuals that would be involved in the contract.**

The proposed organizational structure for the HealthEquity team is illustrated below.

Your HealthEquity account team



- **Corporate office location.**

- **List the number of sales and services offices for states being bid in solicitation.**

HealthEquity is headquartered in Draper, Utah and maintains an operations center in Irving, Texas. Additionally, we maintain a remote workforce nationwide with remote employee concentrations in the Salt Lake City, Utah; San Francisco, California; Louisville, Kentucky; Minnesota, Twin Cities; Dallas, Texas; Seattle, Washington; and Phoenix, Arizona markets.

The HealthEquity data centers are located with Rackspace, in Kansas City, MO (primary) and San Jose, CA (Hot-Site).

- **List the names of key contacts at each with title, address, phone and e-mail address.**

HealthEquity is committed to service excellence for our clients and their employees. To ensure client satisfaction, we designate professional account management personnel to assist the day-to-day needs of each client; our experienced service team looks forward to our partnership with the NCPA and maintaining responsibility for all activities involved with the management and administration of each client's programs. Key individuals will have full responsibility for, and ownership of, the client experience. Below is an account management team for our administration services

Executive Sponsor

Cory Good, Vice President of Public Sector Sales, will be the Executive Sponsor through the contracting and implementation phase. Cory will assure that implementation, account management, and operational teams are fully apprised of the commitments made during the sales cycle. He will be the primary point of contact for any questions regarding this proposal.

Cory Good, Vice President of Public Sector

Phone: (714) 612-5944

Email: CGood@healthequity.com

15 W Scenic Pointe Drive

Draper, Utah 84020

Partner Relationship Manager

The Partner Relationship Manager (PRM) is responsible for the ongoing management of NCPA's partnership with HealthEquity. This includes engagement and program development opportunities in collaborative discussions.

Service Delivery Manager

The designated Service Delivery Manager (SDM) will maintain responsibility for all activities involved with account management and service. The SDM will serve as trusted advisor, plan manager, and subject-area expert, who can be relied on for accurate and valuable information regarding program administration. They also engage in other account administration duties, such as enrollment and group maintenance activities.

Implementations Manager

The Implementation Manager (IM) is responsible for the strategic organization and tactical tasks related to implementing new clients with HealthEquity's solution. The IM will work closely with the Client's staff member(s) responsible for implementing the suite of HealthEquity products and services selected, utilizing a customized project plan and communication schedule that fits the client's needs. The IM will coordinate internal and external cross functional teams and meetings to keep the project moving forward and on point.

- **Define your standard terms of payment.**

Administrative Fees:

Our standard payment terms are 30 calendar days from the date of the invoice. For administrative convenience, clients can direct HealthEquity to ACH debit both administrative fees and weekly funding, as applicable.

Account funding/payment options for our administration services are:

Health Savings Account (HSA) Funding

Methods available to fund member HSAs include wire or ACH credit. We can also accept direct deposit ACH (PPD), and ACH debit via the employer website and checks.

Flexible Spending Account (FSA) Funding -HCRA and DCRA

HealthEquity offers the following funding options:

- *Weekly replenishments (with debit card):* Requires maintaining a 15% prefund amount.
- *Pay as you go (not available for debit card):* Does not require a prefund amount; rather, daily claim invoices are sent when claims are payable followed by HealthEquity auto debiting the designated account two days later.
- *Daily:* When there is a claim payable, the client will receive notice the following day of an auto-debit that will occur in two days for claims on the previous day. 3% prefund is required.
- *Payroll funding – Dependent Care account only* Fund the account as deposits are withheld from payroll

Commuter Benefits Funding options

- ACH debit or credit
- Wire

COBRA (Participant premium payment options)

- Check
- Electronic payment by phone or website.
- Automatic bank draft from designated checking/savings account (one time or recurring)

Direct Bill (participant premium payment options)

- Check
- Electronic payment by phone or website.
- Automatic bank draft from designated checking/savings account (one time or recurring)

Lifestyle Administration

For payroll reimbursement – Funding is not needed.

For check/direct deposit reimbursement – Funding is daily via ACH debit.

Health Reimbursements (HRA) Administration

HealthEquity offers the following funding options:

- *Weekly replenishments (with debit card):* Requires maintaining a 15% prefund amount.
- *Pay as you go (not available for debit card):* Does not require a prefund amount; rather, daily claim invoices are sent when claims are payable followed by HealthEquity auto debiting the designated account two days later.
- *Daily:* When there is a claim payable, the client will receive notice the following day of an auto-debit that will occur in two days for claims on the previous day. 3% prefund is required.
- *Fully Funded:* HealthEquity will invoice the client for the total annual plan liability at the beginning of the plan year.
- *Deposit Based Funded:* HQY will invoice you as deposits are added to the members

- **Who is your competition in the marketplace?**

Depending on the services provided, there are various Third Party Administrators we consider our competition.

- **Provide the revenue that your organization anticipates each year for the first three (3) years of this agreement.**

\$ _____ in year one
\$ _____ in year two
\$ _____ in year three

- **What differentiates your company from competitors?**

The HealthEquity commitment to be *Remarkable Together* drives us to provide services above and beyond what others expect. Founded on a commitment to connect health and wealth, our strengths focus on helping millions of American families save for medical expenses both now and in retirement. Because the very core of our business revolves around tax advantaged account administration as our sole market position, it is important to note that we are neither a bank, nor a health plan. Rather, we have no other business other than consumer directed account administration, which means what we do must be differentiated for us to thrive as an organization.

Headquartered in Draper, Utah, our nationwide workforce serves in major locations throughout the United States. Technology is critical to making account-based programs easy to use. We typically invest between 10% and 12% of annual revenue on innovative enhancements. When employers centralize their benefits on our integrated platforms, complexities are conveniently mitigated through a single provider.

HealthEquity offers a quality-driven customer experience through a purple culture of exceptional service. We empower members with innovative and intuitive tools including:

Remarkable Service. Our member services team is available every hour of every day by phone or chat, with the tools and expertise needed to deliver highly relevant educational content and remarkable service.

COBRA customer service. Available 12 hours a day, with real-time access via website and IVR. With an average speed of answer under 30 seconds and world class customer satisfaction ratings, we help members get the answers they need quickly, cut through the complexity of benefit accounts, and get back to life's most meaningful aspects.

- **What is your reach in the market, or market share?**

The continued rapid escalation of health and transportation costs in recent years has led most employers to re-evaluate the role of consumer-directed programs in their benefits strategies. HealthEquity is the leader in health savings accounts (HSAs) and consumer-directed benefits administration, serving more than 14 million accounts in partnership with employers, benefits advisors, and health and retirement plan providers. We are ranked #1 in market share in Devenir,

an independent investment advisor and consultant. Devenir has surveyed the HSA market and regularly reported on HSA market statistics and trends for more than a decade. At the close of its fiscal second quarter ended July 31, 2022, HealthEquity reported 7.5 million HSAs, and \$20.5 billion in HSA assets, up 26% and 33% in just the past year. According to Devenir, HealthEquity has outperformed HSA market growth in every year since 2011. We are the industry leader in both HSA assets and accounts. We provide services to a variety of marketing segments, including larger employers (5,000 or more lives), public and private sectors, consultants for employer, midmarket clients and alternate distribution channels such as third-party administrators, carriers, and HR outsource administrators. From a Public Sector perspective, HealthEquity has over 950 customers including 85 cities, 70 counties, and 130 school districts that have HSAs. We have 195 cities, 170 counties, and 300 school districts that partner with HealthEquity for FSAs.

- **Describe how your company will market this contract if awarded.**

If awarded this NCPA contract, our entire Public Sector go-to-market strategy will change. Up to this point, HealthEquity's Public Sector strategy has been very reactive, basically responding to RFPs. If awarded to NCPA's cooperative, we will shift our strategy to be much more proactive. Our VP of Public Sector (Cory Good) has used Cooperative Procurement Vehicles in the past and has a track record of shifting over ½ of the business volume to cooperative procurement vs RFP. He will lead our strategy and pursuits of our outbound marketing activities. Our marketing activities will include leveraging our inside sales organization to market and outbound appointment set to organizations that are: former customers, prospects that are coming up on end of contract, customers that have opportunities to expand our offerings, large, targeted prospects, and NCPA member organizations. In addition to our internal marketing activities, we would leverage our extensive partner network of over 160 partners including the majority of the Blue Cross Blue Shields. Our partner network is also a differentiator for HealthEquity as we have the largest partner network in the industry. Once securing the Cooperative with NCPA, we would begin educating our partner network on what NCPA is and how they should begin leveraging cooperative procurement education into every meeting. We would encourage them to start their conversations with their existing customers to get them comfortable having the NCPA conversation.

- **Describe how you intend to introduce NCPA to your company.**

The process of introducing NCPA and the concept of Cooperative Procurement Vehicles has already begun. This education process has been months in the making and includes all levels of HealthEquity including executive leadership, operations, legal, sales, marketing, and channel sales. HealthEquity is new to the concept of Cooperative Procurement but is very open and excited to leverage its power as it is now becoming aware of the power and potential. Cory Good, VP of Public Sector has extensive experience with Cooperative Procurement Vehicles and has been educating HealthEquity on how to shift its go-to-market strategy. HealthEquity is very excited about NCPA and what is in store with this partnership.

- **Describe your firm's capabilities and functionality of your on-line catalog / ordering website.**

The HealthEquity Commuter website provides employees with up-to-date information regarding their available account balance and the status of all claims and payments processed. The site also provides member the ability to:

- Access claim forms
- Access lists of eligible expenses
- Print or download on-demand statement of activity
- Request additional or replacement debit card(s)
- Manage their profile including setting up direct deposit
- Select communication preferences such as email and text
- Order commuter benefits on a one-time or recurring frequency
- View pending orders and order history
- Chat online with member service specialists

- **Describe your company's Customer Service Department (hours of operation, number of service centers, etc.)**

Reimbursement account members are provided with toll-free support 24 hours a day, seven days a week. Additionally, members can access our expanded chat options and interactive voice response (IVR) system for immediate support and convenient access to account information.

COBRA and Direct Bill participants are provided with toll-free access 12 hours per day, Monday through Friday (excluding holidays) from 8:00 a.m. to 8:00 p.m. Eastern Time. Additionally, participants can access our interactive voice response (IVR) system for real-time information and convenient access to account information.

Our member services representatives are fully trained to support member inquiries related to all the services HealthEquity provides. This team is equipped with full access to specific plan information, allowing representatives to view meaningful details, answer questions, and help resolve issues. All calls are recorded, and a sampling of recordings are screened to ensure quality, accuracy and professionalism.

- **Green Initiatives (if applicable)**

- **As our business grows, we want to make sure we minimize our impact on the Earth's climate. We are taking every step we can to implement innovative and responsible environmental practices throughout NCPA to reduce our carbon footprint, reduce waste, energy conservation, ensure efficient computing and much more. To that effort we ask respondents to provide their companies environmental policy and/or green initiative.**

Climate change poses a significant risk for the national and global economy. HealthEquity recognizes this reality and — though environmental factors are not core to our corporate success — we are committed to maximizing the influence we do have to be part of the solution. The Purple approach to environmental risk is a holistic one, encompassing both commercial solutions to climate change and internal initiatives to become a better corporate citizen. Some of HealthEquity's green efforts include:

- HealthEquity Commuter services play a meaningful role in reducing greenhouse gas emissions by supporting extensive use of public transport. HealthEquity is so committed to reducing climate change that we acquired Luum, one of the nation's largest administrators of commuter benefits. It is forecasted our solution powered by Luum will positively impact our environments by a 2,700 metric ton reduction of carbon emissions by 2028.
- As a team, we have also worked with governmental officials and agencies to help address the effects of climate change in our own backyard, while growing our company ranks. We've also made substantial changes across many of our sites to help increase energy efficiency and lower our carbon footprint.
- HealthEquity encourages electronic statements to participants by promoting use of on-demand statements and account information via our website, mobile options, and IVR instead of mailed statements.

Moving forward, we are committed to continuously evaluating our performance and the impact we have on our shared planet. Additional information about HealthEquity's sustainability efforts can be reviewed in our *Corporate Social Responsibility Report*.

- **Anti-Discrimination Policy (if applicable)**

- **Describe your organizations' anti-discrimination policy.**

HealthEquity is an Equal Employment Opportunity employer committed to providing equal opportunity in all of our employment practices, including selection, hiring, assignment, re-assignment, promotion, transfer, compensation, discipline, and termination. The Company prohibits discrimination, harassment, and retaliation in employment based on race; color; religion; genetic information; national origin; sex

(including same sex); sexual orientation; gender identity; pregnancy, childbirth, or related medical conditions; age; disability or handicap; citizenship status; service member status; or any other category protected by federal, state or local law. Violation of this policy will result in disciplinary action, up to and including immediate termination.

As part of our commitment to equal employment opportunity, and pursuant to federal laws and regulations, we also take affirmative action to ensure that applicants and team members are treated, without regards to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status, status as a qualified individual with a disability or any other protected category, and that all team members are considered for promotions, transfers, training and other employment opportunities without regard to these categories.

Further, the Company will not terminate or in any other manner discriminate against a team member or applicant because he or she has inquired about, discussed, or disclosed his or her own pay or the pay of another team member or applicant.

However, team members who have access to the compensation information of other team members or applicants as part of their essential job functions cannot disclose the pay of other team members or applicants to individuals who do not otherwise have access to compensation information, unless the disclosure is:

- (a) in response to a formal complaint or charge
- (b) in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or
- (c) consistent with the Company's legal duty to furnish information.

- **Vendor Certifications (if applicable)**

- **Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to, licenses, registrations, or certifications. Certifications can include M/WBE, HUB, and manufacturer certifications for sales and service.**

Can be provided if applicable.

Tab 5 Products and Services

Respondent shall perform and provide these products and/or services under the terms of this agreement. The supplier shall assist the end user with making a determination of their individual needs.

Warranty

Proposal should address the following warranty information:

- **Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.**

HealthEquity warrants that (i) it will perform the Services in a workmanlike manner, using reasonable skill and care; (ii) it has all material permits and licenses required for it to operate its business and to perform the Services; and (iii) it can and shall comply in all material respects with Applicable Law performing its obligations under the Agreement.

- **Availability of replacement parts**

This type of warranty does not apply to the proposed services.

- **Life expectancy of equipment under normal use**

This type of warranty does not apply to the proposed services.

- **Detailed information as to proposed return policy on all equipment**

This type of warranty does not apply to the proposed services.

Products

- **Vendor shall provide equipment, materials and products that are new unless otherwise specified, of good quality and free of defects**

This does not apply to the proposed services.

Construction

- **Vendor shall perform services in a good and workmanlike manner and in accordance with industry standards for the service provided.**

This does not apply to the proposed services.

The following is a list of suggested (but not limited to) HSA, FSA, DCFSA and other Lifestyle Financial Management Services categories. List all categories along with manufacturer that you are responding with:

- **Health Savings Account (HSA)**

HealthEquity proposes to administer this benefit. HSAs are the core of our Consumer-Directed Benefit (CDB) ecosystem. With decades of experience, we serve tens of thousands of clients ranging in size from small employers to Fortune 500 companies. One of the features that differentiates HealthEquity in the industry is our designation as a nonbank custodian by the IRS. This allows us to provide all the services for the accountholder, while funds remain eligible for deposit in an FDIC-insured financial institution, as described below:

- FDIC-eligible insured accounts (up to FDIC dollar limits)
- Recordkeeping for claims, payments, and contributions
- Regular online statements
- Tax documentation
- HSA debit cards
- U.S.-based member support and education, every hour of every day
- User-friendly automatic bill payment and self-reimbursement platform

- Integrated investment options
- Online contribution management for employers and employees.

HealthEquity's HSA solution includes:

- Recordkeeping (claims, payments, and contributions)
- FDIC-eligible insured accounts
- Regular online statements
- Tax documentation
- HSA debit cards
- Integrated investment options
- U.S.-based, toll-free access to member support every hour of every day
- Targeted educational materials
- Automatic bill payment and self-reimbursement platform
- Online contribution management

Our products and services were thoughtfully designed to create more informed healthcare participants, while amplifying existing plan designs and generating greater savings opportunities in areas where only limited options have traditionally been in play. Our health financial products are currently leveraged by millions of healthcare consumers as part of a comprehensive health and wealth strategy, and HealthEquity's presence in the industry continues to expand. Paired with an appropriate qualified health plan, our HSA products allow employers and employees to make pre-tax contributions to be used for qualified medical expenses. This results in FICA and income tax savings at both the organizational and employee level and allows participants to use tax-free dollars as part of their long-term wealth strategy.

HealthEquity is the largest standalone health savings account (HSA) custodian in the country. We are solely focused on the financial health account market and leverage decades of experience to offer a complete health and wealth strategy.

We manage enrollment through an integrated eligibility file exchange process with the client or its vendor. As part of this process to collect new hire, terminations, and change data, we work with the employer's eligibility vendor to establish and test an enrollment file feed to set up and maintain account eligibility. The data required for opening an account is collected by the employer or its eligibility vendor, then transmitted through the eligibility file to HealthEquity.

HealthEquity will perform U.S. Patriot Act-required Customer Identification Process (CIP) vetting and provide a report of employee CIP status to the employer. HealthEquity can hold HSA contributions in a reserve account for any employees who have not yet passed CIP to aid in the employer's payroll processes. Once the employee has completed the verification process, HealthEquity will make the funds available in the proper account(s).

- **Flexible Spending Account (FSA)**

HealthEquity also proposes to administer this benefit. FSA program members can choose the convenience of a healthcare debit card, mail and fax options for submission of traditional paper reimbursement claims, and direct bill payment (similar to online banking) for paying eligible expenses automatically to qualified providers. We process claims and issue reimbursements on a daily basis. Claims are processed within two business days of receipt and reimbursements are issued within three to five days.

HealthEquity closely scrutinizes all FSA claims to ensure eligibility and process all claims according to Internal Revenue Service regulations. Our eligible expense list is fully customizable by clients.

We can also tailor the card to allow full healthcare eligibility reimbursements, or only allow transactions at Inventory Information Approval System (IIAS)-certified merchant locations, or only allow prescription reimbursement. The debit card provides a convenient and hassle-free option for covering out-of-pocket expenses. Our ability to customize the card, restrict usage by merchant category, all while providing complete compliance with regulations, make our debit card a popular addition to any healthcare program.

As part of our standard service level agreements, we accept and process electronic enrollment data file within two business days of receipt for appropriately formatted files, or three business days for appropriately completed paper enrollment forms.

HealthEquity offers access via our online portal to allow on-demand reporting and additional self-service features.

- **Dependent Care FSA (DCFSA)**

HealthEquity also proposes to administer this benefit. We pay dependent care claims as funds become available. We pay up to the available amount in the member's account, and assign a pending status to the claim amount exceeding the available balance. Once the client reports additional payroll deductions, the non-reimbursed claim amount is processed and paid out.

We do not allow the use of our debit card to pay for dependent care expenses. Due to IRS regulations and payment policies of most dependent care centers, HealthEquity and most DCFSA administrators have found that dependent care debit cards do not create a participant-friendly experience. Rather, we offer direct payment to dependent care providers, as well as reimbursement to participants for eligible dependent care expenses.

- **COBRA Administration**

We offer the following COBRA services:

- Receive eligibility/termination information in electronic format or website update
- Standard COBRA notices, including:
 - General Rights notice COBRA coverage election notice
 - Monthly premium invoice
 - Insignificant premium shortfall notice (as needed)
 - COBRA expiration notice
 - COBRA termination notice
 - Rate change notice (as needed and if open enrollment services are not selected)
- Qualifying event administration, including issuing election notices with customized coverage options
- Election processing, including online COBRA elections
- COBRA transition assistance
- COBRA notifications imaged and accessible online
- Monthly premium invoicing and collection Monthly premium disbursement
- Eligibility reporting to client or health plan/vendor
- COBRA termination/expiration processing
- Image and retain COBRA documentation in electronic archival system
- Continuant and qualified beneficiary service support, including real-time website and IVR
- Flexible premium payment options
- Online management reporting and real-time access to COBRA account information
- Minimum Essential Coverage (MEC) reporting to help clients meet Section 6055 requirements
- Toll-free customer service 12 hours a day
- 24-hour IVR services
- Continuant website with real-time access to account information and support request submission

Optional COBRA notices include: Retroactive notifications Women's Health and Cancer Rights Act notice Past due notice

- **Commuter Benefits**

HealthEquity also proposes to administer this benefit. We are the largest, most experienced commuter benefits provider with more than 11,000 clients and 1.1 million members. More than 13 million products are fulfilled annually including passes, smart card loads, direct pay loads, parking payments, vanpool vouchers and debit cards. Our benefits catalog covers 99% of all transit options. We cover more than 660 transit agencies in more than 350 metropolitan areas, covering all 50 states. Our parking catalog includes more than 5,900 selectable locations.

Unlike other providers' subcontractors that focus only the top few metropolitan areas, our Commuter program covers the entire United States, enabling us to offer a uniform experience for all participants. Participants may choose the best method of receiving the benefit based on their individual circumstance and preference at no additional cost.

HealthEquity offers direct delivery of vouchers and passes to a participant's home address. Participants may also elect to receive a transit agency smart card or the HealthEquity Commuter Contactless Card. The debit cards allow participants to electronically load value via the HealthEquity website, or by calling our toll-free telephone number. The transit agency smart cards and the HealthEquity Commuter Card may be used to purchase transit and parking passes at transit agency locations selling transit fare media.

HealthEquity operates the largest transit pass fulfillment system in the United States, with negotiated distribution agreements with transit authorities nationwide, utilizing a dedicated procurement group and secure warehouse/fulfillment sites. Fare media is delivered from secure regional fulfillment centers operated by HealthEquity partner via United States Postal Service (USPS) for receipt prior to the first of the month.

For vanpool services, we offer an express/direct payment feature and vanpool vouchers. Under the HealthEquity express payment mechanism for vanpools, a vanpool participant provides HealthEquity with a vanpool account number, or similar unique identifier, and we pay the selected amount to the vanpool provider. This eliminates the need for vouchers or submitting receipts for these operators. If neither of these options work for a vanpool, then HealthEquity also provides a cash reimbursement mechanism.

For parking services, we offer the following options:

- *Pay My Parking*: an industry-first, is similar to electronic bill payment. Participants indicate the garage and dollar amount that they would like payment to be sent on a monthly or one-time basis. Payment is deducted directly from the participant's paycheck, thus eliminating the need to file a claim or submit receipts.
- *Commuter Contactless Card*: The HealthEquity Commuter Contactless card contains a dual-interface chip that allows members to make contactless transactions or insert the card in terminals with a chip reader. Additionally, our stacked card functionality allows members who have been using separate cards for parking and transit expenses the convenience of using one card for all eligible commuter expenses. The ability to add post-tax funds to the Commuter card also allows participants to add additional dollars above the IRS limit. This means that participants can use one method of payment for all commuter expenses, even if their expenses exceed the monthly limit
- *Pay Me Back*: a claim reimbursement process for instances when a participant finds this to be the most convenient or comfortable way to participate in parking benefits. Participants have the choice of receiving reimbursement via direct deposit or check.
- *Employer-Controlled Parking*: Allows clients to handle parking owned or leased by an employer or requiring special parking management capabilities that are unique to a particular employer or location. Features include the ability to track waiting lists for parking facilities that have more demand than available spaces, and the ability to track vehicle or license plate information for participants using an employer's parking facility.

- **Direct Bill Administration**

HealthEquity also proposes to administer this benefit and provide employers with an easy and cost-effective solution for billing and collecting premiums from inactive employee populations.

The HealthEquity billing, collection and remittance services also include:

- *Implementation:* A client service team will lead the employer through a seamless conversion. During the process, we will work with the employer to collect employer data and plan information that will be loaded into our Web-based system. Client options surrounding invoicing frequency and business rules will be determined at this time as well. We will also work with the employer to electronically transfer participant information from the previous administrator. The employer will notify us of new Direct Bill participants via weekly file transfer or Web updates on an ongoing basis.
- *Eligibility Reporting:* As an option, we can communicate eligibility and activity to the employer's vendors or carriers. Standard electronic reports are transmitted on a weekly basis for changes, with a full file at month end. In addition, we will issue a detailed Remittance Advice Report, which lists Direct Bill premiums received for the preceding billing period, by participant.
- *Open Enrollment:* We offer multiple levels of service for annual Direct Bill open enrollment as an optional service. Depending on the service selected, we will provide a timeline to the employer detailing requirements necessary to coordinate this effort. Services include distribution of open enrollment materials and processing of enrollment selections received.
- *Termination of Coverage:* We will notify the employer of participants with terminated coverage. We will administer termination in accordance with the employer's business rules.
- *Online Reporting:* Our web-based system provides access to hundreds of reporting options for all data and activities captured in the database. Virtually any type of report or ad hoc query is possible.
- *Participant Web Services:* The participant website offers a self-service center for Direct Bill participants designed to provide real-time status of their health coverage and billing information 24/7. Participants can view coverage information, employee and dependent information, make payments online, and request support.

- **Lifestyle Benefits**

HealthEquity has been on a mission to connect health and wealth since 2002. Since then, we've helped close to 300 clients leverage Lifestyle programs to deliver personalized benefits at scale that improve employee wellbeing. Our clients see Lifestyle benefits as a key strategy to support corporate initiatives, including employee retention, Diversity, Equity, and Inclusion (DEI), and sustainability. These programs cover a wide range of program designs—covering physical, emotional, spiritual, and financial wellbeing.

Some of the programs we've delivered include (but are not limited to):

- Emergency Disaster Relief programs
- Physical - Gym and health club memberships, virtual fitness subscriptions, and personal training
- Mental - Nutrition counseling, meditation apps, massage treatments, and pet care expenses
- Financial - Student loan repayment, financial planning, tax preparation, and legal plans
- Social - Childcare, cooking classes, theater tickets, adoption assistance, surrogacy, and fertility

All programs exist on a single, integrated platform to work seamlessly with our other benefits programs. Additional features include a single, secure, and powerful online portal for managing each facet of the program including member accounts. Members can easily submit claims, view claims status, and more from the online portal or through the intuitive mobile app. To ensure a consistent, consolidated member experience, we maintain the entire Lifestyle program from implementation and claims processing to reporting and program optimization over time.

Our Lifestyle solution is customizable to meet client's current requirements, and our configurable platform is easily adaptable to meet future needs. The program allows companies to customize the eligible expense list and reimbursement amounts. Additionally, we provide a custom claim form alongside other communication support materials.

HealthEquity maintains more than 2,000 eligible expense types within its system for lifestyle accounts, as demonstrated below:

- Adult Care Coverage
 - Any expenses not explicitly listed
 - Badminton
 - Before or after school care facility
 - Before or after school care in-home
 - Bicycle Helmet
 - Bicycles and Bike Maintenance
 - Bridge and highway tolls
 - Carpool program costs
 - Dance Classes (virtual and in-person)
 - Daycare
 - Dog walking/daycare
 - Exercise Subscriptions
 - Fitness Apps
 - Fitness Classes
 - Fitness Classes (virtual and in-person)
 - Golf/Tennis Lessons
 - Hiking Gear
 - Home fitness equipment
 - In-home childcare
 - Kayaks
 - League Sports Membership
- **Health Reimbursements (HRA)**

HealthEquity proposes to administer this benefit. Reimbursement account funds are held in an omnibus account at a major national bank where the imprest amounts (prefunds) are kept. Sub-accounting for the funds are reported on the Employer Portal and checks are written off the HealthEquity owned account. Because HealthEquity runs claims batches every 90 minutes, we require participant accounts to be prefunded prior to paying any claims. Our system tracks funds by plan year and account type so we do request pre-funding for each plan year. To maintain the availability of funds in an account to satisfy claims, we offer account funding options that include an email notification to clients designed to inform of any funding amounts needed for that week. Clients can find details associated with claims on invoices available on the Employer Portal.

Standard services include electronic communications. The communication campaign employs a variety of tools, including educational websites, videos, webinars & email campaigns. The client will have access to communications at any time via a digital library. Please note that shipping and handling fees may apply to printed collateral.

Pre-enrollment materials and tutorials can be made available to participants throughout the enrollment period. For added convenience, various documents and forms (e.g., authorization forms, beneficiary designation, reimbursement request/claim forms, etc.) are available to download or print from the Member Portal.

When new accounts are opened, employers typically provide employees detailed plan information that compares and contrasts the health account plans with other plan types.

HealthEquity member service specialists remain available 24/7 by toll free telephone. HRA members may also access our expanded chat options and interactive voice response (IVR) system for immediate support and convenient access to account information.

- **Please list all the services you provide (direct or with partners). Please list any future services you intend to provide**

HealthEquity offers a full suite of integrated account products and services to streamline healthcare management. Our platform encompasses all the core functionality of healthcare savings and spending in a single, secure, and compliant system. Below, we have listed our industry-leading CDB solutions:

- Healthcare accounts
 - Health Savings Account (HSA)
 - Flexible Spending Account (FSA)
 - Health Reimbursement Arrangement (HRA)
 - Retiree Healthcare Spending Account
- Dependent Care FSA
- Commuter benefits
- COBRA administration
- Direct Bill administration
- Lifestyle Account administration

While HealthEquity provides core benefit administration services internally, we have long-term relationships in place with its vendor partners listed below; our vendor partners serve our complete book of business. The vetting process for our vendor partners includes a security assessment, which ranges from risk analysis to an onsite visit. We maintain appropriate contractual language (i.e., business associate agreement) to ensure that any data we share is protected. We also make certain the minimum amount of data necessary for vendor partners allow them to perform their functions is provided. Finally, we have implemented a range of controls – from dual factor authentication for remote access to logical access within the system.

HealthEquity holds our vendor partners and subsidiaries to the same standards as we are held under client agreements. We have formal contractual agreements with all our vendor partners and third-party providers. HealthEquity subcontractors:

- Total Systems (TSYS) – Debit card processing, welcome kits, tax forms
- CPI Card Group (CPI) – Debit card production
- Rackspace – Primary Data Center
- DataBank – Secondary Data Center
- Conduent – Overflow call center and claims processing
- VPay – Payment processing
- FIS – Commuter parking and transit voucher
- Wells Fargo – Sub-custodial banking services
- LexisNexis – Member identity information for HSA in compliance with Patriot Act
- RTP Technologies - Provides plan document generation software and nondiscrimination testing
- Archway - Commuter pass fulfillment and inventory management
- Bank of New York Mellon (BNY Mellon - Lockbox services for premiums collected

- Sub-custodial depository banks- Provides FDIC/NCUA pass-through insurance for all HSAs and holds custodial assets
- **Please outline how these services are performed and why your company excels in these areas**

Through passion for sharing insight and support, we begin our commitment to remarkable service as we transition clients and members to our services. Ongoing, we continue supporting members with 24-hour access to service representatives. Clients are provided ongoing support by highly trained client service personnel.

Implementation: When converting new clients to our solutions, an implementation team guides them through the process and coordinates efforts directly with clients. This implementation team consists of professional project managers who lead internal resources, manage timelines and deliverables, and provide direct management. Vast knowledge of our products and solutions aids our implementation managers in delivering a seamless transition to our solutions. Additionally, our clients receive the following service measures:

- Professional project management for an effective transition to our administration platform
- Customized implementation plan development
- Collaborative review of communications plan
- Highly calibrated system configuration to support client plans
- Technical development and electronic data interface file testing prior to program launch

Service Delivery: We staff a robust and seamless support team dedicated to managing client relationships. Our service delivery teams consist of strategic and experienced professionals capable of satisfying the needs of our clients for the life of the partnership — we are here for you every step of the way.

Clients receive support from a designated Service Delivery Manager, available to provide day-to-day support about account administration while building a relationship with the client and ensuring ongoing satisfaction. They also support other account administration duties such as enrollment and group maintenance activities. Our service delivery team is focused on providing the services outlined below to optimize the full value of our programs:

- Proactive approach to serving as the primary day-to-day client contact, incorporating best practices and mitigating potential issues
- Regular meetings conducted as frequently as needed to discuss service, engagement opportunities, and client advocacy
- Continual training and education is provided to clients ongoing, while our account management team ensures feedback from clients is delivered internally to influence product development initiatives.

Member Services: HealthEquity ensures members have the availability to access important information and support related to their accounts when they need to do so. We offer 24/7 toll-free access to our knowledgeable service representatives and members may access member support via online chat between 8:00 a.m. until 8:00 p.m. Eastern Time. Our toll-free interactive voice response (IVR) system and member portals also provide information 24/7. Member Service Specialists are trained to assist members with questions related to our full suite of products and services. COBRA and Direct Bill member service is available weekdays, from 8:00 a.m. to 8:00 p.m. Eastern Time.

Innovative tools: Members have access to many innovative tools to make it easy for them to access and spend funds in their accounts. Alongside their healthcare debit card – which provides point-of-service funds access for healthcare purchases – members can submit claims using our mobile app or online via our member portal. Additionally, we support automatic health plan claims, working with carriers (medical, dental, pharmacy, and vision) to receive claims information. We currently receive integrated claims data from more than 185 carriers and

enrollment, eligibility, and contribution data from partners (e.g., enrollment and eligibility providers, payroll vendors, HRIS providers, etc.).

- **Please outline your regulatory compliance**

HealthEquity maintains a formal program for legal and regulatory compliance. Full-time, dedicated compliance specialists coordinate with legal resources to continuously monitor regulatory changes and respond proactively to new legislation and regulations. We also review publications, newsletters, journals, and updates from law firms. This information is considered regularly to ensure our products and services remain compliant with applicable requirements.

New legislative requirements are immediately analyzed to determine the impact on our administrative services. Plans are then developed in a coordinated effort by legal, operations, product management, and IT teams to ensure necessary changes are made to systems, communications, and processes in advance of the effective date of any new provisions. Internal personnel also perform regular audits of key systems and materials to ensure continued compliance.

Ongoing compliance training is provided to HealthEquity staff by our corporate training team. We proactively keep our team members apprised of current industry trends with training that covers updates on existing topics, policies, and procedures, as well as applicable changes in legislation and regulations. As an added measure, leadership within our member services department provides our call center representatives with information pertaining to changes in legislation on a regular basis.

As a consultative partner, HealthEquity informs clients of any relevant regulatory changes and how they may affect their benefits programs. We notify clients of changes and industry news through regular bulletins, newsletters, and online resources. In addition, we provide webinar series and online resources to educate employers.

The team is responsible for providing updates to clients, participants, and internal teams related to regulatory and legislative changes impacting our solutions. Compliance managers are available to address client concerns regarding regulatory compliance issues.

The designated HealthEquity partner relationship manager will serve as a client liaison to our internal compliance staff. Where appropriate, the compliance department will work directly with clients to assist with compliance-related issues and provide information.

Internal compliance procedures include:

- Continually analyzing and improving existing processes to reduce risks to client, including annual SOC audits
- Regularly monitoring company performance on a variety of measures and responding appropriately
- Fully training and equipping all staff to address all legal and client concerns

External compliance procedures include:

- Closely monitoring and analyzing legal and regulatory changes, assess impact on service offerings and make necessary changes to administrative procedures so the systems reflect the prevailing requirements of the law
- Regularly educating clients, through newsletters and other communications, about legal and other compliance-related developments
- Providing clients with comprehensive reports that show level of performance Interacting with nationally recognized legal and benefits experts in the field so that service offerings remain compliant

- **Please outline if your company has ever been sued by a business or client**

From time to time, the company may become involved in legal proceedings, claims and litigation arising in the ordinary course of business. In our opinion, there is no litigation that would

materially impact our ability to adequately provide the services under an agreement between the parties.

- **Please outline your growth strategy (organic, acquisition, new services...)**

HealthEquity is planning to invest 15 to 17% of revenue on technology enhancements and improvements annually. We approach development from an empathetic place looking to simplify adoption and reduce exposure to migration or upgrades. We are confident in our go-forward solution, with continued investment focused on improving the member and client experience both near and long term. We intend to continue to invest in our technology development to enhance our platforms' capabilities and infrastructure, while maintaining a focus on data security and the privacy of our customers' data. Our investment in our technology and communications systems will support new opportunities and enhance security, privacy, and platform infrastructure. For example, we are making significant investments to improve our transaction processing capabilities and support continued account and transaction growth. We also plan data-driven personalized engagement to help members spend less, save more, and build wealth for retirement.

HealthEquity continues to make it easier for members and clients to manage accounts and access information across all programs. This includes unifying experiences and elevating tasks to ensure they are more modern, easier, and faster to complete. Key improvements planned as part of our future initiatives include:

- Simplifying administration. Unifying identities across our Total Solution (COBRA, Commuter, FSA, HRA, HSA, and Wellbeing) will make it easier for members and employers to log in and manage their accounts and programs for the first time and ongoing.
- Central visibility and control of file management and enrollment across all programs will make client administration faster and easier.
- Enhancing expense management. Redesigning the experience to allow members to manage their healthcare and commuter expenses more completely and efficiently.
- We're making it easier for members to reimburse themselves, pay providers, see debit card transactions, and link supporting documentation. App eligible expense barcode scanner will allow members to quickly understand program eligibility as they shop.
- New **member** landing pages for all account-based products that enhance site navigation and usability and allow members to view all account details and quickly take action within a single click. New **client administration** landing pages for all account-based programs that allow users to get insights at a glance and top reports within a single click.
- New COBRA interface modernization and additional functionality to simplify the rate update and renewal experience.
- Engagement and education through a Health Savings Score, that offers advanced insights into member behavior and helps us target improvements in key areas.
- *Engage360* is our complete toolkit to help employers educate their people and confidently lead their benefit teams.
- Personalized decision support provides service-integrated, science and data-driven engagement that enables members to accelerate their personal long-term health and wealth journey.
- Streamlined and affordable HSA investment capabilities to include personalized decision support and embedded robo-advising capabilities.
- Enhanced mobile app and member portal capabilities that leverage embedded mobile journeys and notifications to enhance members' understanding of their consumer-directed benefits.
- Enhanced experiences through API based connectivity

- Expanded web services and API integrations to include carrier claims that enables progressively higher auto-substantiation rates.
- Simplified and accelerated employer onboarding and plan setup and eligibility integrations with carrier and carrier-independent platforms.
- Greater visibility and control over HSA elections to help members maximize their contributions and tax advantage.
- **Please present features that differentiate your company, and / or your uniqueness versus others in your category**

Our commitment to be *Remarkable Together* drives us to provide services above and beyond what others expect. Headquartered in Draper, Utah, our nationwide workforce serves in major locations throughout the United States.

We simplify administration for our clients through a unified platform and strengthen data security and privacy protections across all offerings. We safeguard data with fewer handoffs to avoid confusion for employees and client administrators. We protect data through industry-leading security protocols and maintain a comprehensive information security program approved by executive-level management. Based on the Center for Internet Security (CIS) Top 20, we provide continuity for all systems on fully redundant systems with minimal downtime. We perform continuous vulnerability scanning and maintain state-of-the-art data loss prevention tools. We ensure data encryption at rest and in flight and utilize multi-factor login for all customers and employees. We undergo an annual SSAE Type II audit, are PCI compliant, and adhere to all federal government requirements for vendors.

We provide extensive reporting and query capabilities, as well as extensive, automated, back-end processing to enable smooth, low-maintenance administration. The HealthEquity complete suite of standard online reports is designed to meet accounting, payroll, and benefits management needs of our clients as related to their healthcare and dependent care programs. Current and historical online reports are available at any time from our employer website and can be downloaded in Excel format. The frequency of the reports includes on-demand, weekly, monthly and scheduled.

- **Please outline the use of technology, specifically as it relates to ease of use for the public agency, and the end-user**

Technology is critical to making account-based programs easy to use. We typically invest between 10% and 12% of annual revenue on innovative enhancements. When employers centralize their benefits on our integrated platforms, complexities are conveniently mitigated through a single provider.

Real-time, online capabilities are available through our employer website. Current and historical online reports are available at any time, and can be downloaded in Excel format. The frequency of the reports includes on-demand, weekly, monthly and scheduled. HealthEquity provides an on-demand report detailing the participants enrolled in each program. Clients use this report to cross-reference the HealthEquity records with internal data to ensure all appropriate participants are correctly identified in the system. Any changes will be communicated from the client to HealthEquity, via the employer website or through ongoing eligibility file exchange.

The HealthEquity website provides employees with up-to-date information regarding their available account balance and the status of all claims and payments processed. The site also provides member the ability to:

- Access claim forms
- Access lists of eligible expenses
- Print or download on-demand statement of activity
- Request additional or replacement debit card(s)
- Manage their profile including setting up direct deposit
- Select communication preferences such as email and text
- Chat online with a member service specialist

- **Do you provide provisions to pay for eligible expenses exceeding the account balance?**

Yes, HealthEquity administers all plans based on each client's plan designs and requirements as outlined in its plan documents.

- **Outline your Customer Service response standards**

HealthEquity provides members toll-free access to customer service representatives 24/7. Our member service specialists are fully trained to support member inquiries related to the services HealthEquity provides. This team is equipped with full access to specific plan information, allowing representatives to view meaningful details, answer questions, and help resolve issues, every hour of every day. All calls are recorded, and a sampling of recordings are screened to ensure quality, accuracy, and professionalism.

We also provide 24/7 member chat services through our website. This feature allows for members to chat with member service specialists after they have logged into the member portal.

Self-sufficiency is offered through the HealthEquity integrated interactive voice response (IVR) system, and gives members automated access to account information. The system allows members to access account balance information, review transaction details, activate debit cards, order replacement cards, and review recent activity. All calls are automatically answered by the IVR system; however, callers can opt-out to speak with a member service specialist 24 hours a day, seven days a week.

The member website and mobile app offer chat functionality as well. Our AI-driven chat bots present targeted answers to free-form questions from members, and provides automated responses with articles for more in-depth education.

Tab 6 References

Please see separate document for Tab 6 References.

Tab 7 Pricing

Please see separate document for Tab 7 Pricing.

Tab 8 Value Added Products and Services

Include any additional products and/or services available that vendor currently performs in their normal course of business that is not included in the scope of the solicitation that you think will enhance and add value to this contract for Region 14 ESC and all NCPA participating entities.

Value adds

The HealthEquity solutions deliver measurably better results than those of the competition. For example, data integration (i.e., claims, eligibility, and deductions) enables a level of ease and member engagement that distinguishes us during enrollment, transactions, plans to transact, and more. Our proprietary technology makes it easy to maximize the value of our health accounts whether using the member or employer portals.

HSA Features & Capabilities			
Feature	Capability	Client Benefit	Member Benefit
Payment Options	Debit Card¹ <ul style="list-style-type: none"> Works seamlessly with our platform Upload photo documentation online and via mobile app 	<ul style="list-style-type: none"> Increased card activation Follows IRS regulations 	<ul style="list-style-type: none"> Swipe and go convenience Up to three cards provided at no charge
	Online Bill Pay <ul style="list-style-type: none"> Submit payment to a provider Schedule payments via Member Portal 	<ul style="list-style-type: none"> Increased member satisfaction Lower program noise 	<ul style="list-style-type: none"> Convenience of online bill pay Create a lifetime record of medical expenses
	Self-Reimbursement <ul style="list-style-type: none"> Members can request payment for qualified medical expenses at any time, online and via the mobile app 	<ul style="list-style-type: none"> Increased member satisfaction 	<ul style="list-style-type: none"> Paper checks Direct deposit
Member Portal	<ul style="list-style-type: none"> View and manage investments View account activity Check contribution limit status Download tax forms Designate beneficiary 	<ul style="list-style-type: none"> Reduced administrative burden Online form access 	<ul style="list-style-type: none"> Make contributions View/add claims, claim payments and transactions Review monthly statements User-friendly

¹ The HealthEquity® Visa® Health Account Card is issued by The Bancorp Bank; pursuant to a license from Visa U.S.A. Inc. Your card can be used everywhere Visa debit cards are accepted for qualified expenses. This card cannot be used at ATMs and you cannot get cash back, and cannot be used at gas stations, restaurants, or other establishments not health related. See Cardholder Agreement for complete usage restrictions.

Investment Funds Options²	<ul style="list-style-type: none"> • 29 low cost mutual funds from Vanguard • Continuum of investment and savings options • Mutual funds are primarily admiral and institutional share class index funds covering 10 asset classes as well as Vanguard Target date funds 	<ul style="list-style-type: none"> • Funds offered are continuously monitored by HealthEquity Advisors, LLC, an SEC Registered Investment Advisor and wholly owned subsidiary of HealthEquity, Inc. • Increased member satisfaction • Lower program noise 	<ul style="list-style-type: none"> • Members ultimately decide when to implement trades by clicking on the 'Implement Trades' button • Access to account level investment advisory services, offered by HealthEquity Advisors, LLC • No sales charges/loads, trading fees, short term redemption fees or fund minimums
Investment Method Options	<ul style="list-style-type: none"> • Completely integrated investment experience 	<ul style="list-style-type: none"> • Increased member satisfaction • Lower program noise 	<ul style="list-style-type: none"> • Cash and investment transactions are supported using the same online portal
	<p>Self-driven Tool</p> <ul style="list-style-type: none"> • Execution of all fund and allocation decisions through mutual fund research and performance data 	<ul style="list-style-type: none"> • Increased member satisfaction • Lower program noise 	<ul style="list-style-type: none"> • Manage investments independently on HealthEquity's user-friendly Investment Desktop
	<p>Advisor™ AutoPilot <i>(powered by HealthEquity Advisors, LLC)</i></p> <ul style="list-style-type: none"> • Managed and discretionary advisory service, where all the advice and ongoing maintenance such as rebalancing and fund allocation is automatically performed for the member • Implementation timing is managed by the Advisor™ tool on behalf of the member 	<ul style="list-style-type: none"> • Full-service, automated, web-based investment management 	<ul style="list-style-type: none"> • Automated portfolio re-balancing • Mutual fund selection • Asset class allocation • Weekly performance summaries • Monitoring and alerts

Accounts must be activated via the HealthEquity website in order to use the mobile app.

	<p>Advisor™ GPS (powered by HealthEquity Advisors, LLC)</p> <ul style="list-style-type: none"> Fund selection and allocation recommendations provided based on personal risk profile Subscribe to Advisor for recommendations, monitoring, etc. Advice implemented by the member 	<ul style="list-style-type: none"> Portfolio guidance mechanism An implement advice button for ease of use 	<ul style="list-style-type: none"> Recommendations on portfolio re-balancing Recommendations on fund and asset class allocation Weekly performance summaries Monitoring and alerts
Program Communication	<ul style="list-style-type: none"> 24/7 access to communications via a digital library Account statements available online Communications plan to align with client culture and initiatives Support during pre-enrollment, open enrollment and ongoing 	<ul style="list-style-type: none"> Educational websites, videos, webinars, email campaigns Member guides, brochures, payroll stuffers, workplace posters and signage Reduced administrative burden Increased administrator and member satisfaction 	<ul style="list-style-type: none"> Continuous member understanding Account confidence Opt out of paper statements at any time
Member Service	<ul style="list-style-type: none"> Available 24/7; every hour of every day 24-hour IVR Online chat services M-F from 8am-8pm, Eastern Time Help via email or text 	<ul style="list-style-type: none"> Reduced administrative burden Increased member satisfaction 	<ul style="list-style-type: none"> Immediate account information and issue resolution
Client Portal	<ul style="list-style-type: none"> Intuitive online administration tools Reports typically sent through an online reporting HUB 	<ul style="list-style-type: none"> Client satisfaction with low noise from members to their client Online access to a full digital educational materials library 	<ul style="list-style-type: none"> Informed client administrators

FSA HRA Features & Capabilities			
Feature	Capability	Client Benefit	Member Benefit
Payment Options	Debit Card <ul style="list-style-type: none"> Works seamlessly with our platform Upload photo documentation online and via mobile app 	<ul style="list-style-type: none"> Increased card activation Lower program noise Customizable rules and appearance 100% compliant with IRS regulations 	<ul style="list-style-type: none"> Access to funds at point of sale Swipe-and-go convenience No fees Additional cards for eligible dependents
	Online Bill Pay <ul style="list-style-type: none"> Submit payment to a provider Schedule payments via Member Portal 	<ul style="list-style-type: none"> Increased member satisfaction Lower program noise 	<ul style="list-style-type: none"> Convenience of online bill pay Easy FSA fund allocation
	Self-Reimbursement <ul style="list-style-type: none"> Members can request payment for qualified medical expenses at any time, online and via the mobile app 	<ul style="list-style-type: none"> Increased member satisfaction Lower program noise 	<ul style="list-style-type: none"> Quick turnaround Toll-free fax submission Reimbursement by check or direct deposit
	Automatic Health Plan Claims <ul style="list-style-type: none"> Electronic claims submission via carrier claim files Direct member reimbursement 	<ul style="list-style-type: none"> Increased member satisfaction Lower program noise 	<ul style="list-style-type: none"> Reimbursement by check or direct deposit
File Enrollment	<ul style="list-style-type: none"> Customizable file enrollment and account setup Easy, anytime, anywhere access 	<ul style="list-style-type: none"> Convenience of paperless enrollment Instant reporting and measurement to promote increased participation 	<ul style="list-style-type: none"> Ease and convenience of electronic enrollment Easy access to open enrollment tools
Grace Period/ Carryover/ Run-Out	<ul style="list-style-type: none"> Multi-wallet capability Standard 90-day run-out Continuation of claims processing 	<ul style="list-style-type: none"> No extra charge, client-controlled lower FSA forfeiture One-, two-, or two and a half-month grace period option 	<ul style="list-style-type: none"> More time to use funds/submit claims Reduced forfeiture risk Convenience
Third-Party Card Substantiation via Carrier File	<ul style="list-style-type: none"> Proprietary claim substantiation logic 	<ul style="list-style-type: none"> Reduced administrative burden Increased administrator and member satisfaction 	<ul style="list-style-type: none"> Healthcare expense paid via card are auto-substantiated via carrier file No need to send in receipts

FSA HRA Features & Capabilities			
Feature	Capability	Client Benefit	Member Benefit
Member Portal	<ul style="list-style-type: none"> Secure, multi-use and multi-plan, self-service account portal and administrative site 	<ul style="list-style-type: none"> Reduced administrative burden Increased member plan ownership 	<ul style="list-style-type: none"> Convenience Instant, secure access to account funds and information
Member Service	<ul style="list-style-type: none"> Available 24/7 24-hour live chat support 24-hour IVR 	<ul style="list-style-type: none"> Reduced administrative burden Increased member satisfaction 	<ul style="list-style-type: none"> Clear explanation of benefits Enrollment assistance Immediate issue resolution
Member Resource Center	<ul style="list-style-type: none"> Multi-plan and media, online benefits educational portal 	<ul style="list-style-type: none"> Reduced administrative burden Increased member participation and satisfaction 	<ul style="list-style-type: none"> Increased plan knowledge and confidence
Client Portal	<ul style="list-style-type: none"> Secure, multi-plan, online administrative portal Program reporting and reconciliation Secure file transfer 	<ul style="list-style-type: none"> 24/7 access to program information, comprehensive reporting, and a downloadable collateral and communications library 	<ul style="list-style-type: none"> Informed plan administrators
In-Plan Communications	<ul style="list-style-type: none"> Comprehensive welcome guides On-demand statement of activity Claims and event-driven email and text notifications/alerts 	<ul style="list-style-type: none"> Reduced administrative burden Increased administrator and member satisfaction 	<ul style="list-style-type: none"> Increased account visibility and control Convenience Account confidence

Tab 9 Required Documents

The HealthEquity required documents are provided on the following pages, in this order:

- Federal Funds Certifications
- Clean Air and Water Act & Debarment Notice
- Contractors Requirements
- Required Clauses for Federal Assistance by FTA
- Federal Required Signatures
- Antitrust Certification Statements Texas Government Code § 2155.005
- State Notice Addendum

FEDERAL FUNDS CERTIFICATIONS

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. The following certifications and provisions may be required and apply when a Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

- Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency and Offeror reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

- Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 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 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

- Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

(D) 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 CFR Part 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 CFR Part 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.

- Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions
- Any Participating Agency will include any current and applicable prevailing wage determination in each issued solicitation and provide Offeror with any required documentation and/or forms that must be completed by Offeror to remain in compliance the applicable Davis-Bacon Act provisions.

(E) 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 CFR Part 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.

- Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §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 CFR Part 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.

- Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended— Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires 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).

- Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 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 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 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.

- Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not 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. Each tier must also 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.

- Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the

offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and all subrecipients shall certify and disclose accordingly.

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.334. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.334 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will 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 (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Participating Agencies will clearly identify whether Buy America Provisions apply in any issued solicitation. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

CERTIFICATION OF ACCESS TO RECORDS

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any non-financial documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents. This right of access will last only as long as the records are retained.

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

CLEAN AIR AND WATER ACT AND DEBARMENT NOTICE

By the signature below (Under Federal Required Signatures), I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

I hereby further certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations.

CONTRACTOR REQUIREMENTS

Contractor Certification

Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the NCPA Participating entities in which work is being performed.

Fingerprint & Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.

Business Operations in Sudan, Iran

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

REQUIRED CLAUSES FOR FEDERAL ASSISTANCE PROVIDED BY FTA

REQUIRED CLAUSES FOR FEDERAL ASSISTANCE PROVIDED BY FTA is reserved and will be considered on a case-by-case basis as part of the Supplemental Agreement with specific entities.

FEDERAL REQUIRED SIGNATURES

Offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted in the pages above. It is further acknowledged that offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances as applicable.

Offeror HealthEquity, Inc.

Address 15 W Scenic Pointe Drive

City/State/Zip Draper, Utah 84020

Authorized Signature DocuSigned by:

709-029307197412

Date 11/16/2022

ANTITRUST CERTIFICATION STATEMENTS
TEXAS GOVERNMENT CODE § 2155.005

I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company Name HealthEquity, Inc.

Address 15 W Scenic Pointe Drive

City/State/Zip Draper, Utah 84020

Telephone Number (801) 727-6863

Fax Number (801) 727-1528

Email Address tmurdock@healthequity.com

Printed Name Tyson Murdock

Title Chief Financial Officer

Authorized Signature  _____
DataSigned by:
5183021030100412

STATE NOTICE ADDENDUM

The National Cooperative Purchasing Alliance (NCPA), on behalf of NCPA and its current and potential participants to include all county, city, special district, local government, school district, private K-12 school, higher education institution, state, tribal government, other government agency, healthcare organization, nonprofit organization and all other Public Agencies located nationally in all fifty states, issues this Request for Proposal (RFP) to result in a national contract.

For your reference, the links below include some, but not all, of the entities included in this proposal:

http://www.usa.gov/Agencies/State_and_Territories.shtml

<https://www.usa.gov/local-governments>