

Proposal for Digital Healthcare Guidance:

---

# Hypertension and Heart Disease Solicitation Number: 16-22





# Table of Contents

COVER LETTER.....	2
EXECUTIVE BIOGRAPHIES .....	3
TAB 1 – MASTER AGREEMENT GENERAL TERMS & CONDITIONS.....	12
TAB 2 – NCPA ADMINISTRATION AGREEMENT.....	23
TAB 3 – VENDOR QUESTIONNAIRE.....	27
TAB 4 – VENDOR PROFILE .....	31
TAB 5 – PRODUCTS AND SERVICES (CONFIDENTIAL).....	40
TAB 6 - REFERENCES.....	48
TAB 7 - PRICING.....	50
TAB 8 – VALUE ADDED PRODUCTS & SERVICES .....	52
TAB 9 – REQUIRED DOCUMENTS .....	54
ATTACHMENTS (CONFIDENTIAL).....	69



March 24, 2022

Purchasing Services  
National Cooperative Purchasing Alliance  
P.O. Box 701273  
Houston, TX 77270

Re: Digital Healthcare Guidance – Hypertension and Heart Disease Solicitation Number: 16-22

Dear Region 14ESC and the NCPA team,

Hello Heart is excited for the opportunity to respond to National Cooperative Purchasing Alliance (NCPA) Request for Proposal. If awarded, we would be honored to partner with your current and future participants with a service that will empower their employees to understand and improve their heart health.

We understand that many of NCPA's members have experienced sustained increases in spending on heart heart-related healthcare claims. Accordingly, they are seeking a solution to reverse this trend and reduce costs, while also improving member health.

Founded in 2013, Hello Heart is the only digital therapeutics company to focus exclusively on heart health. Through a connected mobile device that uses artificial intelligence (AI), behavioral science, and personalized digital coaching to drive lifestyle changes, Hello Heart empowers people to reduce and manage blood pressure, as well as predicts serious heart issues in time.

With Hello Heart, leading employers across most major industries are realizing immediate and sustained results for member engagement, clinical outcomes, and reduced cost of unnecessary cardiac procedures. The largest and longest peer-reviewed study of the efficacy of a digital therapeutic in controlling hypertension confirms our superior clinical outcomes – a 2x greater improvement than any other digital heart health solution. Additionally, Hello Heart has achieved the highest validation and credibility certification from Validation Institute for cost savings, reducing total year 1 employer medical spend by an average of \$1,865 per participant. Clients find that Hello Heart is a trusted business partner that leads with integrity, transparency, and innovation. We're a member of the American Heart Association's Innovators' Network, and we always keep the needs of the member first.

We are confident in our ability to perform the services requested and look forward to the potential partnership with NCPA and its participating entities. Our solution and pricing proposal are detailed in the pages that follow, however, if any questions or additional information is needed, please feel free to contact me at any time. (brandon.mattie@helloheart.com)

Best regards,  
Brandon Mattie  
Vice President Sales, State and Federal Government



# Executive Biographies



## **Maayan Cohen**

*Founder and CEO*

A former consultant and project manager, Maayan founded Hello Heart in 2013 when she started tracking vital signs, collecting medical records, and spending hours online trying to understand them for a sick loved one. She realized that patients didn't have tools to understand and improve their health, which led her on a mission to change that by co-founding Hello Heart, a clinically based digital program that empowers people to understand and improve their heart health.



## **Ziv Meltzer**

*Founder*

Years of experience in UX design and applications prepared Ziv to help co-found Hello Heart. His passion for engaging and easy-to-use applications helped create the superb user experience that is now aiding millions to implement behavior changes that improve heart health. Ziv was the original Chief Design Officer and continues to be involved in the evolution of Hello Heart and the company's culture.



## **Sue Giordano**

*Head of Client Experience*

With more than 25 years of experience leading teams and complex projects within the healthcare and wellness arena, Sue leads Hello Hearts Client Experience team. Her leadership and passion for the success of our clients ensures successful implementations, high adoption through creative member communication, and positive clinical and financial outcomes.



---

**Jony Hartono**  
*Chief Financial Officer*

Jony brings over three decades of experience helping high-growth technology companies with finance and management. His extensive work in FP&A, corporate development, and investor reporting made him the perfect fit to lead Hello Heart as its Chief Financial Officer.



---

**Valarie Arismendez**  
*SVP of People*

Having previously designed HR and Talent campaigns from the ground up and implemented long-term culture and talent acquisition strategies for organizations including Yelp, Tubi, Yahoo!, and Postmates, Valarie brings over 15 years of HR leadership experience as the SVP of People at Hello Heart. Valerie oversees all talent acquisition, retention, HR, workplace experience, organizational effectiveness, change management, executive coaching, workforce planning, and employee relations.



---

**Ido Milstein**  
*SVP of Product*

Setting a “north star” and driving organizations to develop enhanced, personalized, and meaningful user journeys, Ido brings over 15 years of achievements to Hello Heart as its SVP of Product. He recently was the Head of Product at Wix and was the founding member of multiple teams there. He has received awards such as “TheNextWeb” and “TheGuardian” for best mobile apps.



---

**Michal Gutman**  
*CTO and CISO*

Michal holds the rarely found combination of highly technical hands-on approach and a keen eye for sophisticated, organization-wide processes. She leads technology and security development for Hello Heart as its CTO and CISO. Passionate about female leadership and technologist, she speaks and volunteers for both causes, including volunteering as an instructor at Project Mehamemet, where she introduces female junior high students to technology and science.



---

## **Tom Kahl**

### *Chief Revenue Officer*

As an accomplished sales professional across multiple industries including health-care, technology, and education, Tom brings his decades of experience to oversee revenue growth as Hello Heart's Chief Revenue Officer. Tom is naturally curious and willing to challenge the status quo, both key traits in aiding our clients in making an important investment in the health of their employees. Tom is passionate about building teams and developing his people to be ethical and consultative.



---

## **Jesús Bermúdez**

### *Chief Growth Officer*

Jesús has been described as a "gifted startup go-to-market executive. He earns the trust of partners, customers, and peers with his diligence, integrity, and loyalty. He collaborates with ease and over delivers on his commitments." As one of the original employees of Hello Heart, he has worn many hats in aiding in the company's growth, and now serves at the Chief Growth Officer.



---

## **Orit Wohl**

### *Head of User Growth Marketing*

Having spent over 10 years in fast-paced growing startup environments, Orit specializes in building and leading teams that are focused on B2C marketing and is the Head of Hello Heart's User Growth Marketing team. Orit's team helps with lifecycle marketing, B2C growth, product marketing, and product management. She is passionate about using data and creativity to impact users and help them form positive habits that can make a difference in their lives.

# Request for Proposal (RFP) for Digital Healthcare Guidance – Hypertension and Heart Disease

Solicitation Number: 16-22

Publication Date: Tuesday, February 8<sup>th</sup>, 2022

## Notice to Respondent:

**Submittal Deadline: Thursday, March 24<sup>th</sup>, 2022 2:00 pm CST**

Questions regarding this solicitation must be submitted to [questions@ncpa.us](mailto:questions@ncpa.us) no later than Thursday, March 17<sup>th</sup>, 2022. All questions and answers will be posted to <http://www.ncpa.us/solicitations>.

It is the intention of Region 14 Education Service Center (herein “Region 14 ESC”) to establish a Master Agreement for Digital Healthcare Guidance – Hypertension and Heart Disease for use by Region 14 ESC and other public agencies supported under this contract. This Request for Proposal is issued on behalf of the National Cooperative Purchasing Alliance through a public agency clause, which provides that any county, city, special district, local government, school district, private K-12 school, higher education institution, state, other government agency, healthcare organization or nonprofit organization may purchase Products and Services through this contract. Respondents will be required to execute the NCPA Administration Agreement upon award.

This contract will allow agencies to purchase on an “as needed” basis from a competitively awarded contract. Respondents are requested to submit their total line of available products and services. While this solicitation specifically covers Digital Healthcare Guidance – Hypertension and Heart Disease, respondents are encouraged to submit an offering on any or and all products and services available that they currently perform in their normal course of business.

Responses shall be received electronically no later than the submittal deadline via our online Bonfire portal at [ncpa.bonfirehub.com](http://ncpa.bonfirehub.com)

Immediately following the deadline, all responses will be publicly opened and the respondents recorded. Any response received later than the specified deadline will be disqualified.

Responses will remain sealed by our online Bonfire portal until the bid opening time specified. Responses received outside our online Bonfire portal will not be accepted. Sealed responses may be submitted on any or all items, unless stated otherwise. Proposal may be rejected for failure to comply with the requirements set forth in this invitation.





Competitive Solicitation by  
Region 14 Education Service Center

For

Digital Healthcare Guidance – Hypertension and Heart  
Disease

On behalf of itself and other Government Agencies

And made available through the  
National Cooperative Purchasing Alliance

RFP # 16-22



National Cooperative Purchasing Alliance



# Introduction / Scope

---

- ◆ Region 14 ESC on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and non-profit organizations (herein “Public Agency” or collectively “Public Agencies”) is soliciting proposals from qualified vendors to enter into a Master Agreement for a complete line of Digital Healthcare Guidance – Hypertension and Heart Disease. We are seeking companies that can prove heart health solutions for employees.

Successful respondents are required to outline their digital health delivery methods, and the outcome studies for each program, while explaining how connectivity is reached. Of greatest value is to learn life-saving outcomes as well as financial outcomes for government employees. Please explain how your solutions integrate with insurance providers, dietitians, physical trainers, physicians... if applicable.

- ◆ Region 14 ESC, as the lead public agency, has partnered with NCPA to make the resultant contract available to all participating agencies in the United States. NCPA provides marketing and administrative support for the awarded vendor that promotes the successful vendor’s products and services to Public Agencies nationwide. The Vendor will execute the NCPA Administration Agreement (Tab 2) upon award. Vendor should thoroughly review all documents and note any exceptions to NCPA terms and conditions in their proposal.
- ◆ Awarded vendor(s) shall perform covered product or services under the terms of this agreement. Respondents shall provide pricing based on a discount from their standard pricing schedules for products and/or services offered. Electronic Catalog and/or price lists must accompany the proposal. Multiple percentage discount structure is also acceptable. Please specify where different percentage discounts apply. Additional pricing and/or discounts may be included.
- ◆ Each product or service proposed is to be priced separately with all ineligible items identified. Services may be awarded to multiple vendors. Respondents may elect to limit their proposals to a single product or service within any category, or multiple products or services within any and all categories.
- ◆ National Cooperative Purchasing Alliance (NCPA)
  - The National Cooperative Purchasing Alliance (herein “NCPA”) assists public agencies to increase their efficiency and reduce their costs when procuring goods and services. This is accomplished by awarding competitively solicited contracts that are leveraged nationally by combining the volumes and purchasing power of entities nationwide. Our contracts are available for use by any entity that complies with procurement laws and regulations.
- ◆ It is the intention of Region 14 ESC and NCPA to achieve the following objectives through this RFP.
  - Provide a comprehensive competitively solicited Master Agreement offering Products and Services to Public Agencies;
  - Achieve cost savings of Vendors and Public Agencies through a single competitive solicitation process that eliminates the need for multiple proposals;

- Combine the purchasing power of Public Agencies to achieve cost effective pricing;
- Reduce the administrative and overhead costs of Vendors and Public Agencies through state of the art purchasing procedures.

# Instructions to Respondents

---

- ◆ Submission of Response
  - Only responses received via our online Bonfire portal will be accepted. Faxed or mailed responses will not be accepted.
  - Responses may be submitted on any or all items, unless stated otherwise. Region 14 ESC reserves the right to reject or accept any response.
  - Deviations to the terms, conditions and/or specifications shall be conspicuously noted in writing by the respondent and shall be included with the response.
  - Withdrawal of response will not be allowed for a period of 120 days following the opening. Pricing will remain firm for 120 days from submittal.
- ◆ Public Bid Opening
  - The public bid opening will be held via Zoom meeting. Interested parties who wish to attend the bid opening should email [contracts@ncpa.us](mailto:contracts@ncpa.us) by 4:00 pm the day before the bid opening date to receive an invitation.
- ◆ Required Proposal Format
  - Responses shall be provided electronically via our online Bonfire portal. Tabs should be used to separate the proposal into sections, as identified below. Respondents failing to organize in the manner listed may be considered non-responsive and may not be evaluated. It's recommended that all tabs, with the exception of Tab 7 (Pricing), be submitted in Portable Document Format (PDF). Please note pricing can be submitted separately in a alternate format (e.g. xlsx, xls, csv).
- ◆ Tabs
  - Tab 1 – Master Agreement / Signature Form
  - Tab 2 – NCPA Administration Agreement
  - Tab 3 – Vendor Questionnaire
  - Tab 4 – Vendor Profile
  - Tab 5 – Products and Services / Scope
  - Tab 6 - References
  - Tab 7 - Pricing
  - Tab 8 – Value Added Products and Services
  - Tab 9 – Required Documents

**TAB 1**

# Master Agreement / Signature Form



# 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
  - 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.
- ◆ 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; 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.
- ◆ Products and Services additions
  - Products and Services may be added to the resulting contract during the term of the contract by written amendment, to the extent that those products and 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
  - The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$50 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program. There is no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation

- ◆ 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**

Company name	Hello Heart, Inc. d/b/a/ Hello Heart
Address	545 Middlefield Rd, Suite 260
City/State/Zip	Menlo Park, CA 94025
Telephone No.	800.767.3471
Fax No.	N/A
Email address	<u>Tom.Kahl@helloheart.com</u>
Printed name	Tom Kahl
Position with company	Chief Revenue Officer
Authorized signature	<i>Tom Kahl</i>



**TAB 2**

# NCPA Administration Agreement



## Tab 2 – NCPA Administration Agreement

---

This Administration Agreement is made as of April 19, 2022, by and between National Cooperative Purchasing Alliance (“NCPA”) and Hello Heart Inc. d/b/a Hello Heart (“Vendor”).

### Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated April 19, 2022, referenced as Contract Number 09-19, 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 Digital Healthcare Guidance – Hypertension and Heart Disease;

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;

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 Tab 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this 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 Agreement including, but not limited to, the Vendor’s obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.
- Vendor 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 Vendor 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 Public 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 Vendor, Region 14 ESC, or such Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region

14 ESC, any Public Agency or any employee of Region 14 ESC or Public 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 Public 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 Public Agency, or any employee of Region 14 ESC or Public Agency under this Agreement or the Master Agreement.

- The Public Agency participating in the NCPA contract and 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 Public Agency and Vendor. NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.

◆ **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 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 (15<sup>th</sup>) 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:

<b>Entity Name</b>	<b>Zip Code</b>	<b>State</b>	<b>PO or Job #</b>	<b>Sale Amount</b>

**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.

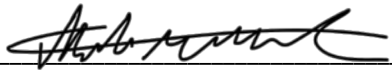
<b><u>Annual Sales Through Contract</u></b>	<b><u>Administrative Fee</u></b>
0 - \$30,000,000	2%
\$30,000,001 - \$50,000,000	1.5%
\$50,000,001+	1%

- 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, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.


◆ General Provisions

- This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
- Awarded vendor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this contract by awarded vendor must have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this 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 Agreement nor any rights or obligations hereunder shall be assignable by Vendor without prior written consent of NCPA, provided, however, that the Vendor may, without such written consent, assign this 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 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 Agreement.
- This 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
- All written communications given hereunder shall be delivered to the addresses as set forth below.

**National Cooperative Purchasing Alliance:**

Name: Matthew Mackel  
 Title: Director, Business Development  
 Address: PO Box 701273  
Houston, TX 77270  
 Signature:   
 Date: April 19, 2022

**Vendor:** Hello Heart Inc. d/b/a Hello Heart

Name: Tom Kahl  
 Title: Chief Revenue Officer  
 Address: 545 Middlefield Rd, Suite 260  
Menlo Park, CA 94025  
 Signature:   
 Date: 4/22/2022 | 2:39 PM PDT

**TAB 3**

# Vendor Questionnaire

## 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.

◆ States Covered

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

☒ **50 States & District of Columbia** (Selecting this box is equal to checking all boxes below)

- |   |   |   |
|---|---|---|
| <input type="checkbox"/> Alabama              | <input type="checkbox"/> Maryland       | <input type="checkbox"/> South Carolina |
| <input type="checkbox"/> Alaska               | <input type="checkbox"/> Massachusetts  | <input type="checkbox"/> South Dakota   |
| <input type="checkbox"/> Arizona              | <input type="checkbox"/> Michigan       | <input type="checkbox"/> Tennessee      |
| <input type="checkbox"/> Arkansas             | <input type="checkbox"/> Minnesota      | <input type="checkbox"/> Texas          |
| <input type="checkbox"/> California           | <input type="checkbox"/> Mississippi    | <input type="checkbox"/> Utah           |
| <input type="checkbox"/> Colorado             | <input type="checkbox"/> Missouri       | <input type="checkbox"/> Vermont        |
| <input type="checkbox"/> Connecticut          | <input type="checkbox"/> Montana        | <input type="checkbox"/> Virginia       |
| <input type="checkbox"/> Delaware             | <input type="checkbox"/> Nebraska       | <input type="checkbox"/> Washington     |
| <input type="checkbox"/> District of Columbia | <input type="checkbox"/> Nevada         | <input type="checkbox"/> West Virginia  |
| <input type="checkbox"/> Florida              | <input type="checkbox"/> New Hampshire  | <input type="checkbox"/> Wisconsin      |
| <input type="checkbox"/> Georgia              | <input type="checkbox"/> New Jersey     | <input type="checkbox"/> Wyoming        |
| <input type="checkbox"/> Hawaii               | <input type="checkbox"/> New Mexico     |   |
| <input type="checkbox"/> Idaho                | <input type="checkbox"/> New York       |   |
| <input type="checkbox"/> Illinois             | <input type="checkbox"/> North Carolina |   |
| <input type="checkbox"/> Indiana              | <input type="checkbox"/> North Dakota   |   |
| <input type="checkbox"/> Iowa                 | <input type="checkbox"/> Ohio           |   |
| <input type="checkbox"/> Kansas               | <input type="checkbox"/> Oklahoma       |   |
| <input type="checkbox"/> Kentucky             | <input type="checkbox"/> Oregon         |   |
| <input type="checkbox"/> Louisiana            | <input type="checkbox"/> Pennsylvania   |   |
| <input type="checkbox"/> Maine                | <input type="checkbox"/> Rhode Island   |   |

☐ **All US Territories and Outlying Areas** (Selecting this box is equal to checking all boxes below)

☐ American Samoa

☐ Northern Mariana Islands

☐ Federated States of Micronesia

☐ Puerto Rico

☐ Guam

☐ U.S. Virgin Islands

☐ Midway Islands

◆ **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 is a M/WBE ☐

■ **Historically Underutilized Business**

- Respondent Certifies that this firm is a HUB ☐

◆ **Residency**

- Responding Company's principal place of business is in the city of Menlo Park,  
State of CA

◆ **Felony Conviction Notice**

- Please Check Applicable Box;

- ☐ A publically 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

- If the 3<sup>rd</sup> box is checked, a detailed explanation of the names and convictions must be attached.

◆ **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: \_\_\_\_\_

◆ **Processing Information**

- Provide company contact information for the following:

■ **Sales Reports / Accounts Payable**

Contact Person: ap@helloheart.com

Title: Accounts Payable

Company: Hello Heart

Address: 545 Middlefield Road, Suite 260

City: Menlo Park State: CA Zip: 94025

Phone: \_\_\_\_\_ Email: ap@helloheart.com



■ Purchase Orders

Contact Person: n/a  
 Title: \_\_\_\_\_  
 Company: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Email: \_\_\_\_\_

■ Sales and Marketing

Contact Person: Brandon Mattie  
 Title: VP, Sales State and Federal  
 Company: Hello Heart Inc.  
 Address: 545 Middlefield Road, Suite 260  
 City: Menlo Park State: CA Zip: 94025  
 Phone: (719)229-9305 Email: brandon.mattie@helloheart.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

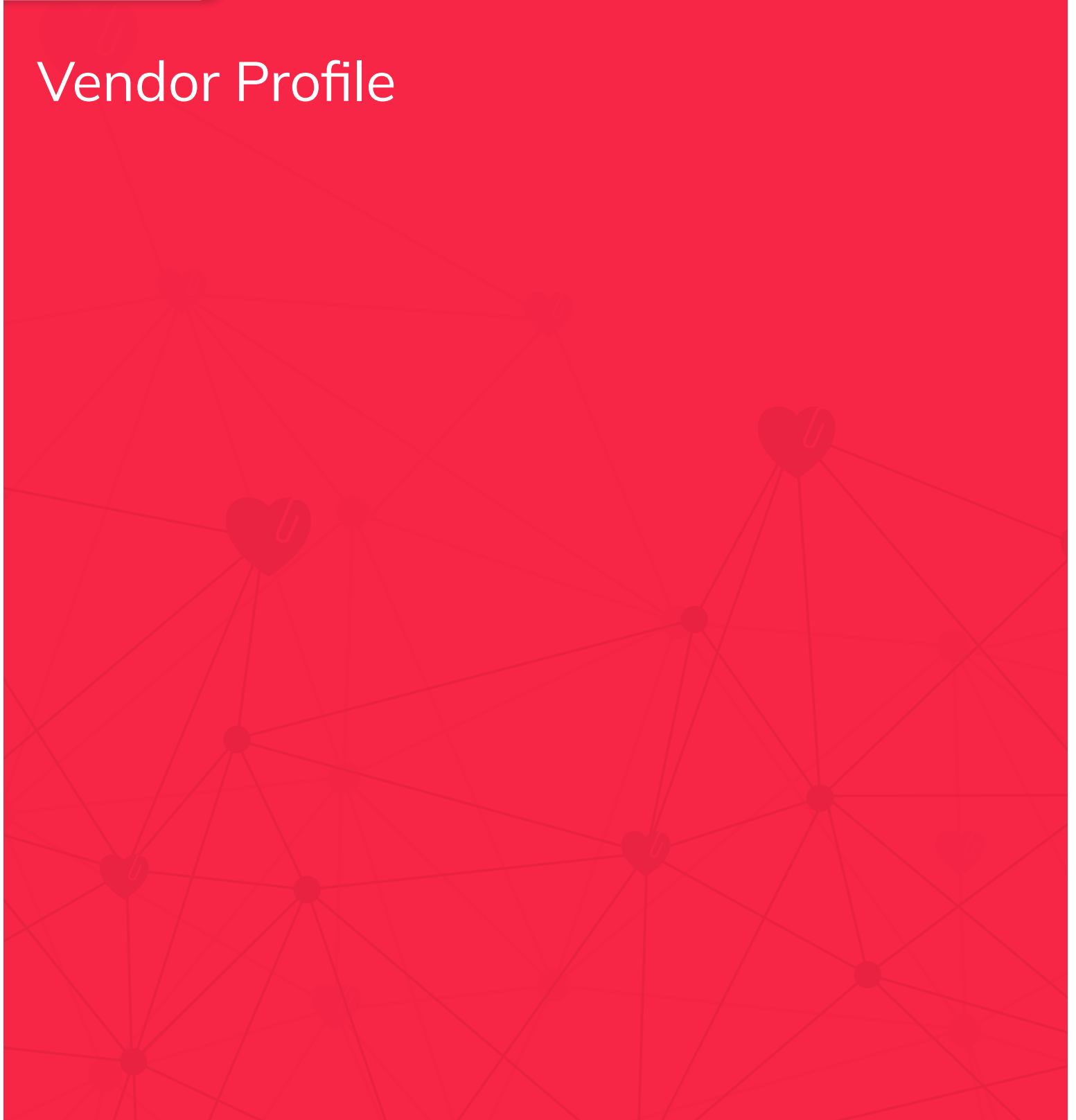
◆ Cooperatives

- List any other cooperative or state contracts currently held or in the process of securing.

Cooperative/State Agency	Discount Offered	Expires	Annual Sales Volume

**TAB 4**

# Vendor Profile



## Tab 4 – Vendor Profile

---

Please provide the following information about your company:

- ◆ Company's official registered name.

Hello Heart Inc., d/b/a Hello Heart (hereafter referred to as "Hello Heart")

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

Hello Heart is the only digital therapeutics company to focus exclusively on heart disease, the leading cause of death worldwide. Through a connected mobile device that uses AI, behavioral science, and personalized digital coaching to drive lifestyle changes, Hello Heart empowers people to reduce blood pressure and predicts serious heart issues before they occur. Validated in peer-reviewed studies, Hello Heart is easy to use and works alongside an employer's benefits ecosystem. Leading employers across most major industries are realizing immediate and sustained results for member engagement, clinical outcomes, and reduced cost of unnecessary cardiac procedures. Founded in 2013 and headquartered in Menlo Park, CA, Hello Heart is a member of the American Heart Association's Innovators' Network, and is part of the CVS Health Point Solutions Management Program. Visit [www.helloheart.com](http://www.helloheart.com) for more information.

### **Our Founding Story:**

Often the most helpful technologies are derived from frustration, stress, and moments of need, and Hello Heart is a solution developed from similar experiences. "When my partner was diagnosed with a serious disease, I found myself in the patient's seat. I started tracking vital signs, collecting medical records, and spending hours online trying to understand it. I realized that as patients, we don't have tools to understand and improve our health. It's time to change that." – Maayan Cohen, CEO and Co-Founder of Hello Heart

### **Our Mission:**

**We empower people to understand and improve their heart health using mobile technology.**

Hello Heart is a clinically based smartphone solution for patients to track, understand and improve their chronic conditions. Users can build healthy tracking habits and improve their health in real-time with an easy-to-use smartphone application. Our solution empowers users to identify health risks in time and potentially save lives.

We have cultivated a transparent, collaborative, and fun company culture with a strong, go-getter team, driven to change the way patients address their health.



## Recognized impact



Hello Heart's cost savings are verified by Validation Institute



Peer-reviewed research from Hello Heart/UCSF published in JAMA Network Open



American Heart Association

Hello Heart is a member of American Heart Association's Innovators' Network



NPS score



Awarded one of the best employer wellness and prevention solutions by UCSF



Recognized as Most Innovative Digital Health Startup

- ◆ Company's Dun & Bradstreet (D&B) number.

117407115

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

See Hello Heart Attachment A - Organizational Chart

- ◆ Corporate office location.

Hello Heart's office is located at 545 Middlefield Road Suite 260, Menlo Park, CA 94025, and we have an additional office in Tel Aviv, Israel, which is staffed by our Software Development and Design teams.

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

We have one office in Menlo Park, CA. Most of our Sales, Customer Support, and User Marketing and Support teams work remotely nationwide.

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

Your primary contact for this engagement will continue to be Brandon Mattie, Vice President Sales, State, and Federal Government. His contact information is included below.

Brandon Mattie  
545 Middlefield Road Suite 260, Menlo Park, CA 94025  
719.229.9305  
Brandon.mattie@helloheart.com

- ◆ Define your standard terms of payment.

Invoices. Unless otherwise specified in the Service Order, Hello Heart will invoice the Client monthly for the service fees set forth in the applicable Service Order. Such fees are stated exclusive of applicable shipping costs, taxes, duties, or other regulatory or governmental charges or fees which may be assessed on the Services, all of which are the responsibility of the Client.

Payment. Client will pay Hello Heart within 30 days after Client receives an invoice in accordance with this Section 4. Service fees are non-refundable unless explicitly stated otherwise in the Service Order. If any amount is overdue, Hello Heart may, in its sole discretion, charge interest at the rate of 1.5 percent of the outstanding balance per month, or the maximum rate permitted by law, whichever is greater, from the date such payment was due until the date paid.

Expenses. Client will reimburse Hello Heart for pre-approved expenses up to the amounts specified in the applicable Service Order.

- ◆ Who is your competition in the marketplace?

Although Hello Heart is the only digital therapeutic focused exclusively on heart health, there are services, such as in-person lifestyle coaching, that work with healthcare organizations to help their members with chronic conditions. These services can often benefit from the clinical reporting that our users can share with their providers. Our main competition is status quo/other priorities like behavioral health, MSK, and virtual primary care.

◆ What differentiates your company from competitors?

As the only digital therapeutics company to focus exclusively on heart health, Hello Heart is the market leader in cardiovascular digital therapeutics. Our differentiators include:

- **Personalized Digital Coaching:** Enabled by AI and machine learning, our on-demand digital coaching uses millions of health data points to deliver truly personalized, actionable insights to our members, selected from our library of thousands of clinically based content messages. Hello Heart is fully digital and available 24/7, offering members flexibility. A member can engage with the app from anywhere — including the privacy of their own home — at any time. Users are in control of who they share their clinical readings with, which can be sent via email or fax directly from the app. We are HITRUST certified and HIPAA-compliant.
- **Proven Clinical Outcomes:** The largest and longest peer-reviewed study of the efficacy of a digital therapeutic in controlling hypertension confirms our superior clinical outcomes — a 2x greater improvement than any other digital heart health solution.
- **Validated Financial Results:** Hello Heart has achieved the highest validation and credibility certification from Validation Institute for cost savings, reducing total employer medical spend by an average of \$1,865 per participant per year.
- **Leading Enrollment and Engagement Metrics:** Hello Heart leads a best-in-class comprehensive enrollment marketing strategy yielding high engagement results for clients. Hello Heart works with clients to ensure that there is a seamless enrollment process by sending out mailings and email campaigns to their population, providing a full toolkit of resources (emails, postcards, flyers, and posters), and a customized communication calendar.

◆ Describe how your company will market this contract if awarded.

Should Hello Heart be the selected vendor for Hypertension and Heart Health for NCPA and its members, this cooperative contract will be the desired contracting solution, and its availability will be implemented in our public sector sales strategy. Hello Heart is committed to working with public sector organizations, by creating a vertical strategy and heavy focus on public organizations. We know public entities want to leverage what other public entities use, and executing an agreement with NCPA will enable us to expand Hello Heart's service to many public sector organizations.

Here are the reasons that we believe hypertension and heart health are important for public organizations:



### Low separation rates

Public organizations benefit from low separation rates, but in healthcare, that means there is a higher need to help maintain health, as small lifestyle changes can prevent catastrophic claims from occurring later in their careers.



### Higher average age

The average age of public sector employees is higher than that of their private sector peers. Hypertension prevalence increases with age.



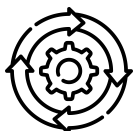
## Offer great benefits

Traditionally, public sector employers have offered rich benefit plans. We see many plans focusing on digital solutions focused on specific conditions. These programs will improve health and continue the tradition of rich benefit offerings.



## Cost-effective solutions

Medical costs continue to rise, and there are many solutions that are not proven to reduce costs. Boards are now looking for solutions that are both clinically proven to improve health and validated with performance guarantees to reduce expenses.



## Easy to manage

Time and resources are scarce, and procurement, contracting, implementation, and program communication can be a restriction to deploying programs. Benefits leaders are looking for solutions where the heavy lifting will be done for them, including contracting and communicating.

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

Hello Heart's VP of State and Federal and Pooled Group sales has extensive experience working with NCPA. Our SVP of sales manages a team of local reps across the country, and he too has extensive experience working with NCPA. The utilization of the NCPA contract will be core to our success in the public sector market.

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

Hello Heart does not use an online catalog or ordering website due to the nature of our smartphone-based solution. Once implemented, Hello Heart helps our clients by directly marketing and enrolling eligible participants. Since our services are billed per user per month, there is no need for our clients to order in bulk, and our blood pressure cuff and monitor are sent directly to the participants.

Hello Heart is committed to working directly with each client to configure their members' eligibility and desired outcomes.

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

Each client is assigned an implementation manager to assist with integrations and program setup. Additionally, a designated customer success manager supports all aspects of the client relationship, demonstrates program success through quarterly reporting, strategizes ways to engage eligible members, and ensures enrolled members are reaping the maximum program benefit.

Our Customer Success team works standard business hours.



Our members have 24/7 access to our support website that offers significant assistance through FAQs and helpful topics. If they would like to speak to a live service rep, we currently have seven support reps under our User Support Director. Hours of operation are Monday through Friday from 8 am to 8 pm, EST.

◆ 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.

The very foundation of digital health solutions supports green initiatives, as driving in for healthcare has an impact on the environment. Our smartphone-enabled device allows members to track and monitor their blood pressure from the comfort of their home and guides them through appropriate steps if they are in hypertensive crisis.

Beyond the benefits of our digital health solution, our employees and offices support green initiatives by supporting digital first communications, recycling in offices, remote working environments, and doing our part to protect mother nature.

◆ Anti-Discrimination Policy (if applicable)

- Describe your organizations' anti-discrimination policy.

We are proud to work with a company that values and champions diversity. \Our executive team is female lead (CEO and CTO) and is composed of 50% women, along with our company overall averaging 60% female and a combination of many different cultures and beliefs.

Our official Anti-Discrimination policy is included below.

Hello Heart Anti-Discrimination Policy

Hello Heart is committed to a work environment in which all individuals are treated with respect and dignity. Each individual has the right to work in a professional atmosphere that promotes equal employment opportunities and prohibits unlawful discriminatory practices, including harassment. Therefore, Hello Heart expects that all relationships among persons in the office will be business-like and free of explicit bias, prejudice and harassment.

Hello Heart has developed this policy to ensure that all its employees can work in an environment free from unlawful harassment, discrimination and retaliation. Hello Heart will make every reasonable effort to ensure that all concerned are familiar with these policies and are aware that any complaint in violation of such policies will be investigated and resolved appropriately.

Any employee who has questions or concerns about these policies should talk with the director of human resources or a member of the personnel practices committee.

These policies should not, and may not, be used as a basis for excluding or separating individuals of a particular gender, or any other protected characteristic, from participating in business or work-related social activities or discussions. In other words, no one should make the mistake of engaging in discrimination or exclusion to avoid allegations of harassment. The law and the policies of Hello Heart prohibit disparate treatment on the basis of sex or any other protected characteristic, with regard to terms, conditions, privileges and perquisites of employment. The prohibitions against harassment, discrimination and retaliation are intended to complement and further those policies, not to form the basis of an exception to them.

### **Equal employment opportunity**

It is the policy of Hello Heart to ensure equal employment opportunity without discrimination or harassment on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, marital status, citizenship, national origin, genetic information, or any other characteristic protected by law. Hello Heart prohibits any such discrimination or harassment.

### **Retaliation**

Hello Heart encourages reporting of all perceived incidents of discrimination or harassment. It is the policy of Hello Heart to promptly and thoroughly investigate such reports. Hello Heart prohibits retaliation against any individual who reports discrimination or harassment or participates in an investigation of such reports.

### **Sexual harassment**

Sexual harassment constitutes discrimination and is illegal under federal, state and local laws. For the purposes of this policy, "sexual harassment" is defined, as in the Equal Employment Opportunity Commission Guidelines, as unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when, for example: a) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, b) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or c) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Title VII of the Civil Rights Act of 1964 recognizes two types of sexual harassment: a) quid pro quo and b) hostile work environment. Sexual harassment may include a range of subtle and not-so-subtle behaviors and may involve individuals of the same or different gender. Depending on the circumstances, these behaviors may include unwanted sexual advances or requests for sexual favors; sexual jokes and innuendo; verbal abuse of a sexual nature; commentary about an individual's body, sexual prowess or sexual deficiencies; leering, whistling or touching; insulting or obscene comments or gestures; display in the workplace of sexually suggestive objects or pictures; and other physical, verbal or visual conduct of a sexual nature.

### **Harassment**

Harassment on the basis of any other protected characteristic is also strictly prohibited. Under this policy, harassment is verbal, written or physical conduct that denigrates or shows hostility or aversion toward an individual because of his or her race, color, religion, sex, sexual orientation, gender identity or expression, national origin, age, disability,

marital status, citizenship, genetic information, or any other characteristic protected by law, or that of his or her relatives, friends or associates, and that: a) has the purpose or effect of creating an intimidating, hostile or offensive work environment, b) has the purpose or effect of unreasonably interfering with an individual's work performance, or c) otherwise adversely affects an individual's employment opportunities.

Harassing conduct includes epithets, slurs or negative stereotyping; threatening, intimidating or hostile acts; denigrating jokes; and written or graphic material that denigrates or shows hostility or aversion toward an individual or group that is placed on walls or elsewhere on the employer's premises or circulated in the workplace, on company time or using company equipment by e-mail, phone (including voice messages), text messages, social networking sites or other means.

### **Individuals and Conduct Covered**

These policies apply to all applicants and employees, whether related to conduct engaged in by fellow employees or by someone not directly connected to Hello Heart (e.g., an outside vendor, consultant or customer).

Conduct prohibited by these policies is unacceptable in the workplace and in any work-related setting outside the workplace, such as during business trips, business meetings and business-related social events.

- ◆ 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.

Not applicable.

**TAB 5**

# Products and Services / Scope



## 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.

Confirmed.

- ◆ 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

Not applicable. Hello Heart is a full-service offering. If our users experience any technical or device-related issues, our support team is there to help. This includes replacing their devices if they are an active user and experience device issues.

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

Confirmed.

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

Confirmed.

- The following is a list of suggested (but not limited to) Digital Healthcare Guidance – Hypertension and Heart Disease categories. List all categories along with manufacturer that you are responding with:

- Monitoring devices

Hello Heart works with A & D, Zewa, and Arkray monitors today.

- Smart connected devices

Hello Heart is on the Apple App and Google Play stores, and works with Bluetooth-enabled smartphones and tablets.

➤ On-line coaching

Hello Heart offers 100% personalized digital coaching 24/7/365 with the utilization of AI.

➤ Test strips

Not applicable for hypertension and heart disease, but please refer to Tab 8 (Value Added Products and Services) for more information on our Diabetes program.

➤ Lancet devices and lancets and other products.

Not applicable for hypertension and heart disease, but please refer to Tab 8 (Value Added Products and Services) for more information on our Diabetes program.

- Services could include other health related solutions your company offers or is working on.

We have detailed our hypertension and heart disease program below, including our member-focused digital solution, thorough enrollment and engagement practices, best-in-class outcomes, and approach to partnering with our clients.

### **Solution Overview**

With Hello Heart's solution, each member receives a wireless blood pressure monitor and access to Hello Heart's fun and easy-to-use app, which is HIPAA compliant and compatible with Android and iPhone devices. Built by a team of clinicians, data scientists, and consumer software experts, Hello Heart's AI and algorithms drive an individualized, unique experience for each member based on gender, comorbidities, age, geography, and user persona.

In addition to tracking their blood pressure, API integrations allow members to pull in lab information, such as lipid (cholesterol) panels, blood work, and cardiovascular-related testing, as well as data from Apple Health and Google Fit, so they can understand all their heart health factors.

The solution can also detect hypertensive crises and irregular heartbeats, alerting members to seek care and/or follow up with their doctors based on their readings. The in-app referral program further connects members to all the health and wellness benefits offered in their employer's health ecosystem.



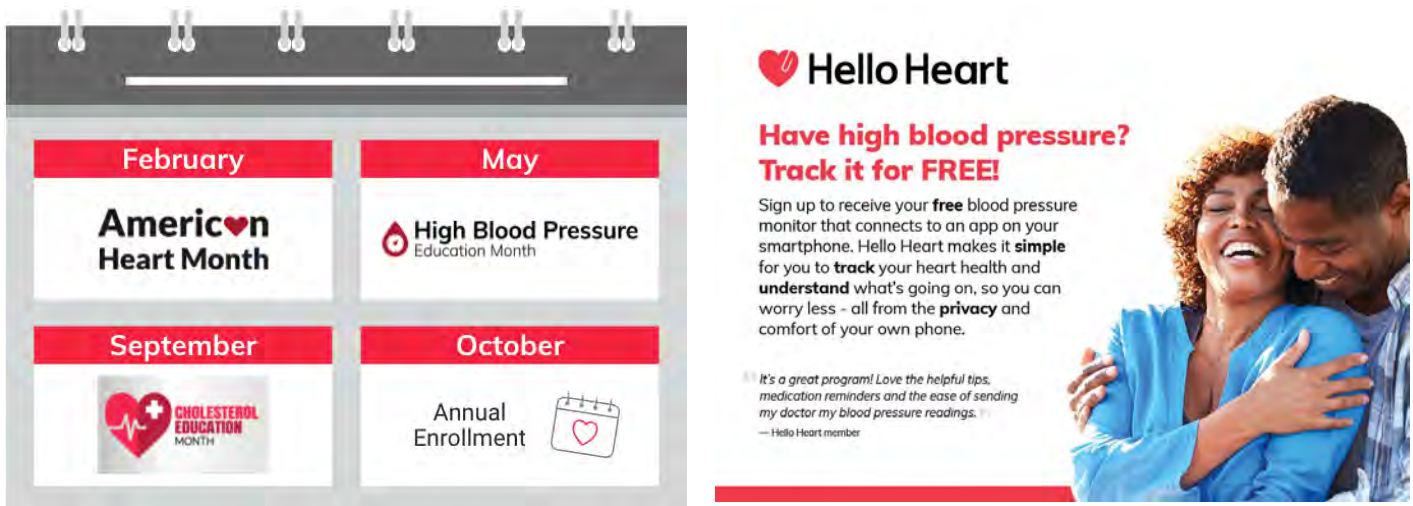
A few of our key capabilities include:

- **Personalized Digital Coaching:** Enabled by AI and machine learning, our on-demand digital coaching uses millions of health data points to deliver truly personalized, actionable insights to our members, selected from our library of thousands of clinically based content messages.
- **Medication Tracking:** Medication adherence is key to long-term health. Members can easily add their medications to the Hello Heart app using smart search filtering; review medication overviews; and set reminders. Through coaching, the app helps members to better understand their medications and also alerts them to how taking or not taking their medication impacts their blood pressure readings.
- **Physician Reports:** Members can elect to securely send the blood pressure report via email or fax to their doctor or other care team members directly from the app. In addition to showing general readings over time, the report notes irregular heartbeat readings, allowing the physician to see the prevalence of the irregularity over time.
- **Gender-Specific Symptoms:** Men and women typically experience different symptoms during a cardiac event, leading to women often misinterpreting them as anxiety attacks or other issues, and driving a 2x higher mortality rate for women compared to men who have heart attacks. Accordingly, our app provides gender-specific hypertensive crisis alerts to account for how men and women experience heart symptoms differently. This customization leads to near equal outcomes for men and women in the Hello Heart program.
- **Inclusive Features:** Our app is fully available in Spanish, and we also offer phone and email user support in both English and Spanish. Additionally, our data shows that we can break down health disparities due to education level and socioeconomic status.

### Our Enrollment and Engagement Practices

After confirming the client's eligibility criteria, Hello Heart identifies and prioritizes members with or at-risk for heart disease (with prehypertension and hypertension) in enrollment efforts. Our best practice user marketing approach leverages multimodal, multimessage campaigns to maximize enrollment among the target population. Hello Heart manages these efforts, which typically include pre-launch communications to tease the program, postcards and emails with instructions on how to register, and

optional on-site enrollment support at on-site clinics, biometric screenings, and health fair events. Hello Heart works with clients on a comprehensive, customized enrollment and engagement calendar, including campaigns focused on month-long observances such as:



Our approach drives high average enrollment rates for our clients, reaching more than 40% of the eligible population after three years.

Building off these enrollment efforts, we have established ongoing engagement tools embedded in the program, including automated emails, in-app and push notification, and text messages. We ensure continued engagement by offering members an app that is:

- **Fun to Use:** We built our solution to be fun and easy for members to use. As an example, we built gamification into our Medication Tracking module to “reward” members for consistently taking their medication. We use our data to closely monitor if members are taking the intended actions in the app.
- **100% Digital Experience:** Hello Heart is fully digital and available 24/7, offering members flexibility. A member can engage with the app from anywhere (including the privacy of their own home) at any time.
- **Personalized:** Hello Heart's AI and algorithms drive an individualized, unique experience for each person based on gender, comorbidities, age, geography, and user persona.
- **Private:** Our users trust us with their personal clinical data, so they are in control of who they share their clinical readings with, which can be sent via email or fax directly from the app. We are HITRUST certified and HIPAA-compliant. All member data is securely stored in the United States.

The efforts lead to high engagement rates, with more than 60% of members continuing beyond the first year.



## Best-in-Class Results

### *Proven Clinical Outcomes*

Hello Heart's solution delivers proven clinical outcomes that have been validated in a peer-reviewed study published in JAMA Network Open, a top-tier medical journal of the American Medical Association.

The lead cardiologist on the study was Alexis Beatty, MD, MAS, a cardiologist and health systems researcher at the University of California, San Francisco (UCSF). Prior to her role at UCSF, Dr. Beatty worked for Apple from 2018-2019 and participated in the development of their heart features and clinical impact research. She completed her undergraduate and medical degrees at Duke University.

The study consisted of 28,189 adults in employer-sponsored health plans who used Hello Heart's digital health solution for up to three years. This research, the largest and longest peer-reviewed study of a digital therapeutic for high blood pressure, found best-in-class results:

- 84% of members with baseline blood pressure over 140/90 reduced blood pressure, sustained up to 3 years
- They had a 21 mmHg reduction in systolic blood pressure over 3 years, on average — a 2x greater improvement than any other digital heart health solution

### *Validated Financial Outcomes*

Hello Heart has achieved the highest validation and credibility certification — Level 1: Savings — from Validation Institute, an independent, objective, third-party organization dedicated to providing unbiased, data-driven insights on healthcare solutions and services by validating performance claims made by solution providers.

Validation Institute has certified that our program reduces total year 1 employer medical spend by an average of \$1,865 per participant — or 19% of total medical claims spending after one year of program participation. These savings are largely the result of participants avoiding expensive surgeries, hospital admissions, emergency room visits, and invasive procedures. Validation Institute's analysis also found that members' claims related to primary care and prevention visits increased by 52%, indicating that the program encourages members to engage in a more proactive partnership with doctors to manage their condition over time. The certification is the result of an extensive and independent review by Validation Institute's population health scientists of peer-reviewed matched control study of self-funded employer client medical claims data from 2017-2020.





**19% reduction in total medical costs per participant in year one**

Recognized by the Validation Institute as the only digital heart health solution proven to reduce surgeries, invasive procedures, and imaging costs

**\$1,865**

total medical cost savings per participant in the first year

## Partnering with our Clients to Improve Heart Health

Hello Heart is dedicated to client satisfaction, and we take your trust in us as a partner seriously.

### Implementation

Employers can effectively implement Hello Heart in 90 days. Key timeline goals include:

- Day 30: Determine eligibility criteria
- Day 60: Determine communication plan, validate branding requirements, draft and finalize enrollment postcard and/or email design, conduct weekly status calls
- Day 90: Print/mail enrollment postcards (Hello Heart covers all printing and mail costs) and/or send emails, load production EF file, conduct weekly status calls

### Account Management Team

Each client is assigned an implementation manager to assist with integrations and program setup. Additionally, a designated customer success manager supports all aspects of the client relationship, demonstrates program success through quarterly reporting, strategizes ways to engage eligible members, and ensures enrolled members are reaping the maximum program benefit.

### Reporting

Hello Heart's quarterly dashboards present population enrollment and engagement levels. The report also includes population clinical parameters, such as hypertension levels on an aggregated level. The improvements in heart health are measured as the points of reduction of systolic blood pressure and the overall decrease of members with hypertension. The percentage of members that decrease their blood pressure is measured and reported alongside the average decrease in systolic and diastolic pressure. We also report the number of hypertensive crises identified during the reporting period.

## ***Billing***

There are no start-up, implementation, or communication/marketing fees. Hello Heart uses a per participant per month billing model, so clients only pay for the members who enroll and continue to engage. Most clients opt to have billing managed through pharmacy or medical claims.



Supports care teams  
and pathways



Comprehensive  
reporting



Plug-and-play solution



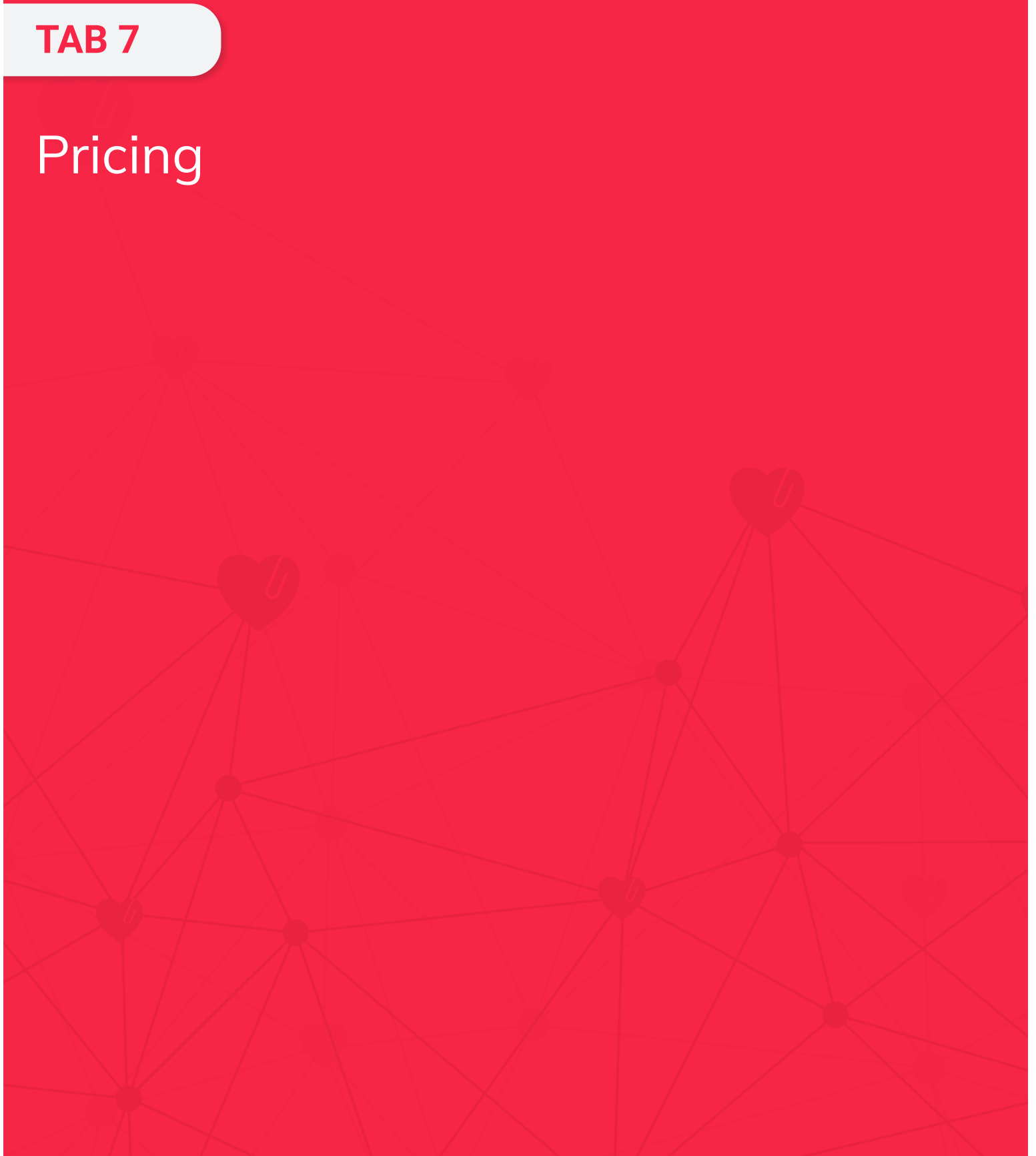
Bill through medical  
claims



Acknowledged as a  
preventative benefit for  
high deductible plans

**TAB 7**

# Pricing



## Tab 7 – Pricing

---

- ◆ Please submit price list electronically via our online Bonfire portal (pricing can be submitted as Discount off MSRP, cost plus, etc). Products, services, warranties, etc. should be included in price list. Prices submitted will be used to establish the extent of a respondent's products and services (Tab 5) that are available and also establish pricing per item.
- ◆ Price lists must contain the following:
  - Product name and part number (include both manufacturer part number and respondent part number if different from manufacturers).
  - Description
  - Vendor's List Price
  - Percent Discount to NCPA participating entities
- ◆ Not To Exceed Pricing
  - NCPA requests pricing be submitted as "not to exceed pricing" for any participating entity.
  - The awarded vendor can adjust submitted pricing lower but cannot exceed original pricing submitted for solicitation.
  - NCPA requests that vendor honor lower pricing for similar size and scope purchases to other members.

Please see Hello Heart Attachment C – Pricing.

**TAB 8**

# Value Added Products and Services



## 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.

### Additional products/services related to the scope of RFP

#### **Diabetes**

For those clients who desire an integrated solution, additional improved outcomes and cost savings can be achieved when Hello Heart's hypertension solution is paired with our proprietary diabetes program. The benefit of pairing these solutions is the integration of the app — when a participant is in both programs (i.e., hypertension and diabetes), they can monitor both conditions through the same Hello Heart app — a significant differentiator.

Our diabetes solution is designed for participants with type 2 diabetes and hypertension. The program provides tracking and insight coaching to manage diabetes. It uses a Bluetooth-enabled, wireless glucometer connected to the app for users to track and monitor their blood sugar readings. Participants are immediately notified after taking their blood sugar if their reading is too low, low, normal, high, or too high. Participants can import their lab values; track A1c, weight, and activity over time; as well as share their health information with their provider via secure fax, through email, or during virtual visits.

The pricing for our diabetes program includes:

- An FDA-approved glucometer for every participant and unlimited test strips
- Personalized digital coaching tips for diabetes management

#### **Hyperlipidemia**

Cardiovascular disease is a multifaceted chronic condition with a variety of comorbidities impacting an individual's health. Hyperlipidemia is one of those comorbidities and a condition that is often closely tied to hypertension and diabetes. Hello Heart continues to enhance its product offering with related capabilities, including importing lab results such as lipid panels into the app, providing AI-driven digital coaching for hyperlipidemia, and exploring additional resources to track lipids over time.

**TAB 9**

# Required Documents



## Tab 9 – Required Documents

---

- ◆ Federal Funds Certifications
- ◆ Clean Air and Water Act & Debarment Notice
- ◆ Contractors Requirements
- ◆ Antitrust Certification Statements
- ◆ Required Clauses for Federal Assistance by FTA
- ◆ 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 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 immediately 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

(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 § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 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. 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 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

### **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.

---

**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: \_\_\_\_\_ Hello Heart, Inc. d/b/a/ Hello Heart

Address: \_\_\_\_\_ 545 Middlefield Road, Suite 260

City, State, Zip: \_\_\_\_\_ Menlo Park, CA 94025

Authorized Signature: \_\_\_\_\_ *Tom Kalil*

Date: \_\_\_\_\_ March 24, 2022

## **Clean Air and Water Act & Debarment Notice**

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

Potential Vendor	Hello Heart, Inc. d/b/a/ Hello Heart
Print Name	Tom Kahl
Address	545 Middlefield Rd, Suite 260
City, State, Zip	Menlo Park, CA 94025
Authorized signature	<i>Tom Kahl</i>
Date	March 24, 2022

## **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.

Authorized signature

*Tom Kahl*

Date

March 24, 2022



**Antitrust Certification Statements (Tex. 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	Hello Heart, Inc. d/b/a/ Hello Heart
Address	545 Middlefield Rd, Suite 260
City/State/Zip	Menlo Park, CA 94025
Telephone No.	800.767.3471
Fax No.	N/A
Email address	<u>Tom.Kahl@helloheart.com</u>
Printed name	Tom Kahl
Position with company	Chief Revenue Officer
Authorized signature	<i>Tom Kahl</i>

## **Required Clauses for Federal Assistance provided by FTA**

### **ACCESS TO RECORDS AND REPORTS**

Contractor agrees to:

- a) Maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Public Agency, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
- b) Permit any of the foregoing parties to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts with regard to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination.

*FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts. Reference 49 CFR 18.39 (i)(11).*

### **CIVIL RIGHTS / TITLE VI REQUIREMENTS**

- 1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- 2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:
  - a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 *et seq.*, and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of this Project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.
  - b. Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including

present and prospective employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

- c. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.
  - d. Segregated Facilities. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.
- 3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.
- 4) Sanctions of Non-Compliance. In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

*Contractor agrees to include the requirements of this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.*

## **DISADVANTAGED BUSINESS PARTICIPATION**

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, "*Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*", therefore, it is the policy of the Department of Transportation (DOT) to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of DOT-assisted contracts.

- 1) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may

result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).

- 2) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.
- 3) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

### **ENERGY CONSERVATION REQUIREMENTS**

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 *et seq.* and 41 CFR Part 301-10.

### **FEDERAL CHANGES**

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Contract between public agency and the FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

### **INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT, as set forth in the most current FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to perform any act, fail to perform any act, or refuse to comply with any public agency requests that would cause public agency to be in violation of the FTA terms and conditions.

### **NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES**

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any

obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

*Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.*

#### **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS**

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

*Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.*

### **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](http://www.usa.gov/Agencies/State_and_Territories.shtml)

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