



Digital Healthcare Guidance – Diabetes Request for Proposal

RFP No. 20-22

March 24, 2022

Submitted to:

Region 14 Education Service Center
c/o National Cooperative Purchasing Alliance
P.O. Box 701273
Houston, TX 77270
questions@ncpa.us / contracts@ncpa.us





Company Information

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Cover Letter

March 23, 2022

Regional 14 Education Service Center
c/o National Cooperative Purchasing Alliance

Attn: Jonathan Applegate, Director of Operations
Re: Digital Healthcare Guidance – Diabetes Request for Proposal No. 20-22

Mr. Applegate,

Each year, the National Cooperative Purchasing Alliance (NCPA) helps government agencies across the country to reduce their costs in procuring goods and services while ensuring the highest quality. For the Region 14 Education Service Center (Region 14 ESC), the NCPA is supporting efforts to obtain Digital Healthcare Guidance programming for Diabetes, Hypertension and Heart Disease, and Mental Health. In addition, the NCPA is requesting information and pricing on all other associated programs and services available so that Region 14 ESC can ultimately choose the programs that best meet their needs.

For the NCPA, WellSpark Health, Inc. (WellSpark) is providing comprehensive information herein on all of our innovative and outcomes-driven programs to support these areas and more. As a national leader in wellbeing solutions, WellSpark takes a unique, life-dimensional approach in all of our programs and services offered, analyzing the biological, psychological, and social factors of each person's life. This helps us to unlock the barriers preventing lasting change. Our technology, programs, and services all support our approach, with wraparound offerings to maximize our ability to positively influence change – resulting in real-world success for the populations we serve. We offer specific programs to target Diabetes, Hypertension and Heart Disease, and Mental Health but we also have found these programs can be more effective and impactful when looking at the whole-person while also helping to reduce the impact of a chronic condition or risk.

As you review our information provided, please contact Ben Milstien, Vice President and Advisory Practice Lead – Wellbeing Strategy, at (813) 297-9230 or via email at bmilstien@wellsparkhealth.com should you have any follow up needs. On behalf of all of us at WellSpark, we thank you for this opportunity and look forward to hearing from you soon.

Sincerely,

A handwritten signature in blue ink that reads "Roberta D. Wachtelhausen".

Roberta D. Wachtelhausen
President
WellSpark Health, Inc.

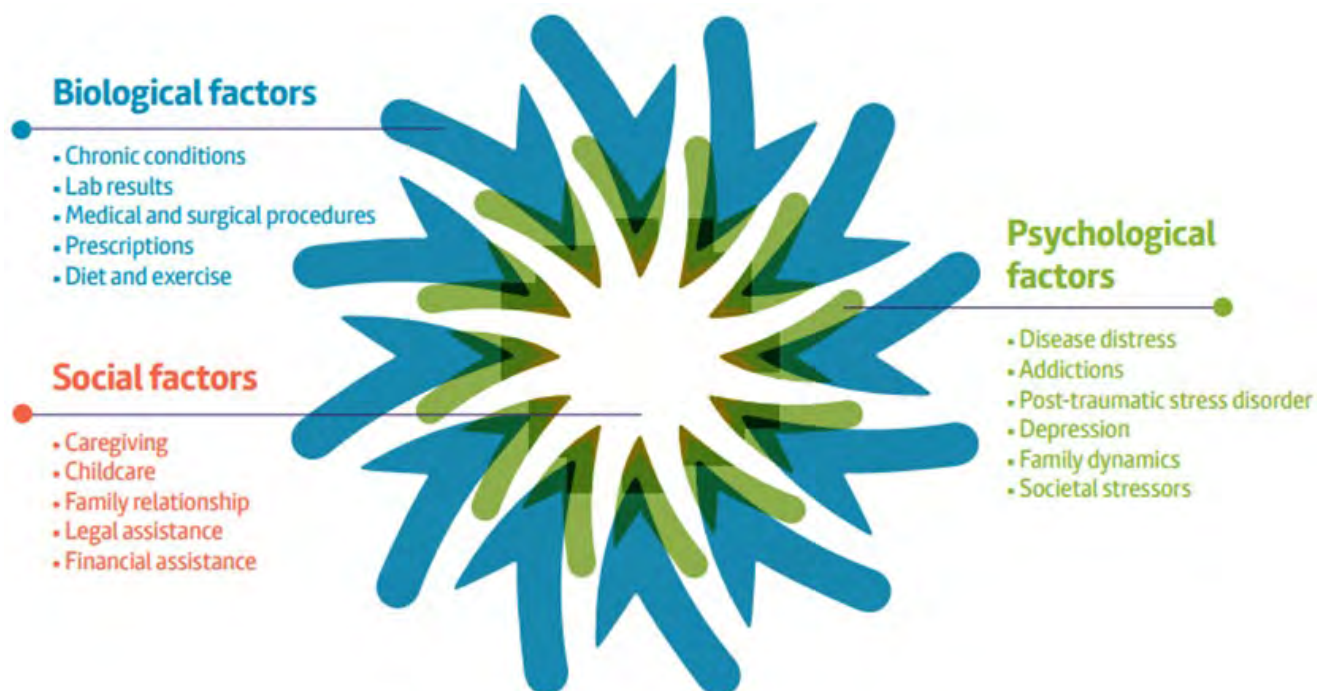
Executive Summary

The National Cooperative Purchasing Alliance (NCPA) is supporting the Region 14 Education Service Center (Region 14 ESC) in obtaining Master Agreements with vendors to support Region 14 ESC's efforts to obtain Digital Healthcare Guidance support for Diabetes, Hypertension and Heart Disease, and Mental Health. Across all of these procurements, the NCPA is also requesting information and pricing on all other associated wellness-related programs and services available. This will work to ensure that Region 14 ESC can ultimately choose the specific programs and services that will work best for their unique population.

Like Regional 14 ESC, WellSpark Health, Inc. (WellSpark) also takes a personalized approach in ensuring the right program fit. Our **life-dimensional approach** focuses our efforts in analyzing the biological, psychological, and social factors of each person's life as they participate in our programs. This helps us to unlock the barriers preventing lasting change in each individual (as shown in the next exhibit).



Exhibit 1. WellSpark – The Power of the Life-Dimensional Approach



At WellSpark, all of our programs, services, and technology support our life-dimensional approach, with wraparound offerings to maximize our ability to positively influence change – *resulting in real-world success for the populations we serve*. For example, in our current work for a State government client, we have experienced a **97% engagement rate** which has resulted in reduced premiums for health insurance to the State along with age-appropriate preventive care and chronic disease management. For another large client, we had an engagement rate of **over 60% of participants agreeing to health coaching**, with over 50,000 City employees completing a preventative visit and/or a health risk assessment (HRA) in the first five months of the program. As a third example, for another statewide project for a State's Department of Transportation (DOT), our wellness efforts resulted in a collective 1,246 pounds lost, with each participant losing an average of 5% of their starting weight. In addition, we **decreased A1C levels in 46% of the participants**.

All of our programs offered, including those which specifically center towards Diabetes, Hypertension and Heart Disease, and Mental Health, all include access to **MySpark Central** – our modern, intuitive online portal and mobile app – enabling participants to be able to track their goals, progress, and even rewards across any device! This further ensures members remain motivated and empowered to make lasting changes towards a healthier life.

Exhibit 2. MySparkCentral – Providing 24/7 Online Participant Wellness Support



WellSpark Programs

WellSpark offers specific programs to target Diabetes, Hypertension and Heart Disease, Mental Health, and more. Through our experience in delivering our services, we have found these programs can be even more effective and impactful when looking at the whole-person while also helping to reduce the impact of a chronic condition or risk. Individuals that have been diagnosed with a specific risk or health condition and have not made significant lifestyle changes, typically have a barrier to change that is not often obvious. This could be something related to time management, finances, or even childcare! This is why our model has been so successful in creating lasting change because we not only work with individuals on their specific condition, but we identify the barriers to change. This is what creates the ‘enduring well’ – helping individuals unlock those barriers and, subsequently, they are often then more willing to focus on specific risks or conditions. To further showcase all of our programs and associated services and technology offered, as well as custom programming we create for targeted populations, provided in our next exhibit is a comprehensive overview of our core programs offered.

Exhibit 3. WellSpark Health – Core Programming

WellSpark Programs: Delivered Through Our Life-Dimensional Approach			
Program	Description	Focused Participants	Delivery Method
Diabetes Prevention Program (DPP Supports the Prevention of Diabetes)	In this 12-month program, WellSpark's credentialed Health Coaches work with participants individually and in groups to improve lifestyle behaviors that impact their risk for Diabetes . By the end of the program, participants will have made lasting changes to benefit their health. This program aligns with the Centers for Disease Control and Prevention (CDC) Diabetes Prevention curriculum, infused	This program focuses on those who have Pre-Diabetes or are otherwise at a high-risk. People are not eligible if they are pregnant, have a current diagnosis of Diabetes (Type 1 or Type 2), or have a BMI	This program can be offered in one or more of the following formats: <ul style="list-style-type: none"> Digital: Entirely online through the MySparkCentral app, participants obtain reinforcement through live and on-demand group and individual coaching, as well as health-focused videos, challenges, and guided goal setting.

WellSpark Programs: Delivered Through Our Life-Dimensional Approach			
Program	Description	Focused Participants	Delivery Method
	with our life-dimensional approach, enabling participants to learn valuable tips and gain meaningful insights into how lifestyle behaviors impact overall health.	of less than 25 (or 23 if they self-identify as Asian American).	<ul style="list-style-type: none"> • Onsite: In-person classroom learning environment where participants experience social accountability and camaraderie with group challenges, lessons, and meaningful interactions. • Occupational-Specific: Entirely online through the MySparkCentral app, participants have a customized experience uniquely created to support the realities of being in their associated industry.
Help 364 (Supports the <u>Management of Diabetes, Hypertension, Heart Disease and Other Chronic Conditions</u>)	WellSpark Nurse Wellness Coaches leverage our life-dimensional approach to help participants make lifestyle changes to effectively manage their specific chronic condition(s). These highly skilled nurses help participants identify gaps in care, as well as make behavior changes that move them toward greater overall wellbeing and health as well as proper monitoring and management of their specific chronic condition(s).	This program is designed to support people living with and managing a chronic disease, such as Diabetes, Hypertension, Heart Disease, Heart Failure, Asthma, Chronic Obstructive Pulmonary Disease (COPD), high	Participants communicate with their Nurse Wellness Coaches via secure messaging and sessions by phone, video or, for employers who prefer, onsite. Nurses review medical and pharmacy claims data (when available) and refer participants to their employer's benefit plan options and/or community resources as needed to ensure they are getting the best possible support.

WellSpark Programs: Delivered Through Our Life-Dimensional Approach			
Program	Description	Focused Participants	Delivery Method
		cholesterol, and high blood pressure.	
Health Coaching for Life (Mental Health and Lifestyle Change Support)	Using our life-dimensional approach, WellSpark Coaches work with participants to gain insight and motivation to help move them toward a more enduring level of wellness. All WellSpark Coaches are highly credentialed and trained in the areas of behavior change psychology and motivational interviewing, and they use cognitive behavioral coaching techniques to help participants make forward progress. Coaches use a variety of digital tools, assessments, and resources to maximize and measure participant success.	Anyone! Coaches work with participants on a variety of topics, such as mental health, weight loss, sleep, diet, exercise, stress, emotional health, anxiety, coping skills, burnout, and work-life balance.	Participants communicate with their WellSpark Coaches via secure messaging and sessions by phone, video or, for employers who prefer, onsite. When needed, coaches refer participants to their employer's benefit options and/or community resources, as well as hold them accountable for taking action to improve their wellbeing.
SparkSocial Group Coaching Experiences (Mental Health and Lifestyle Change Support)	SparkSocial programs provide a sense of community, peer support, social accountability, and shared experiences, making them the perfect alternative (or complement) to individual coaching or other wellbeing programs. Designed for today's workforce – busy and on-the-go – SparkSocial programs are accessible in small bites that drive big results. Every	Anyone! WellSpark Coaches work with participants on a variety of topics, such as mental health, weight loss, sleep, diet, exercise, stress, emotional health, anxiety, coping skills,	Facilitated by a WellSpark Nurse Wellness Coach or Health Coach, participants are encouraged to engage in meaningful conversation, and at the end of every session, commit to taking action. Participants can expect a blend of on-demand podcasts, videos, assessments, and reading; brief virtual

WellSpark Programs: Delivered Through Our Life-Dimensional Approach			
Program	Description	Focused Participants	Delivery Method
	program is aligned to measurable outcomes from WellSpark's life dimensional wellbeing assessment and WellSpark Coaches follow up with participants one on-one between sessions to encourage forward progress. We keep groups small enough to ensure we can effectively influence lifestyle changes that will make an impact. Clients can select from one of our pre-developed SparkSocial programs – like Navigating Burnout, Supportive Weight Management and Living Well with Chronic Disease – or customized based on your workforce.	burnout, and work-life balance.	(or in person) sessions and one-to-one support.
SparkLife Worksite Wellness: SparkHealth Digital Experience on MySparkCentral	SparkHealth is a digital wellbeing experience that gives employers the flexibility to create unique digital programming that supports the move from traditional wellness to a company culture of wellbeing. Working with a skilled Wellness Account Manager, clients are presented with options to build the digital experience that makes the most sense for their employees to help ensure that no individual falls through the cracks.	Anyone! Tailored online programming, educational content, goals, and rewards/ incentives tracking.	Cloud-based online portal which provides a wide range of self-service functionality so participants can monitor their progress and take charge of their own health.

WellSpark Programs: Delivered Through Our Life-Dimensional Approach			
Program	Description	Focused Participants	Delivery Method
(Mental Health and Lifestyle Change Support)	With the capability to track and report utilization, employers can expect to collaborate with their Wellness Account Manager to define key performance indicators (KPIs) to measure success and deliver programming within an employer's budget.		

As we move forward, WellSpark can provide a demonstration of our technology as well as additional information on our programs available. Thank you for this opportunity. We look forward to supporting Region 14 ESC through the NCPA for years to come.

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 \$55 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

1. Master Agreement/Signature Form


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 countersignature document establishing acceptance of the contract.

Confirmed. As required, please see the following page for our completed signature form.

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	<u>WellSpark Health, Inc.</u>
Address	<u>195 Scott Swamp Road</u>
City/State/Zip	<u>Farmington, CT 06032</u>
Telephone No.	<u>(860) 674-5890</u>
Fax No.	<u>N/A - Please use email in lieu of fax.</u>
Email address	<u>rwachtelhausen@wellsparkhealth.com</u>
Printed name	<u>Roberta D. Wachtelhausen</u>
Position with company	<u>President</u>
Authorized signature	<u></u>

2. NCPA Administration Agreement

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.

Confirmed. WellSpark has reviewed the agreement provided with the RFP, has no exceptions to provide at this time, and looks forward to quickly executing the agreement with the NCPA upon award.

Tab 2 – NCPA Administration Agreement

This Administration Agreement is made as of April 19, 2022, by and between National Cooperative Purchasing Alliance (“NCPA”) and WellSpark Health (“Vendor”).

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated April 19, 2022, referenced as Contract Number 09-18, 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 – Diabetes;

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 (15th) day after the close of the previous quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Entity Name	Zip Code	State	PO or Job #	Sale Amount

Total _____

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

<u>Annual Sales Through Contract</u>	<u>Administrative Fee</u>
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

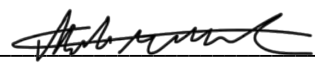
- This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
- 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:

WellSpark Health

Name: Roberta Wachtelhausen

Title: President

Address: 175 Scott Swamp Road
Farmington, CT 06032

Signature: 

Date: April 28, 2022

3. Vendor Questionnaire

Please see the following pages for our completed Vendor Questionnaire forms as required.

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)

- | | |
|---|--|
| <input type="checkbox"/> American Samoa | <input type="checkbox"/> Northern Marina Islands |
| <input type="checkbox"/> Federated States of Micronesia | <input type="checkbox"/> Puerto Rico |
| <input type="checkbox"/> Guam | <input type="checkbox"/> U.S. Virgin Islands |
| <input type="checkbox"/> Midway Islands | |

◆ **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 ☐ N/A
 - **Historically Underutilized Business**
 - Respondent Certifies that this firm is a HUB ☐ N/A

◆ **Residency**

- Responding Company's principal place of business is in the city of Farmington, State of CT Note: WellSpark is a national company with our headquarters located in CT.

◆ **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 3rd 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:

<input checked="" type="checkbox"/> Manufacturer Direct	<input type="checkbox"/> Certified education/government reseller
<input type="checkbox"/> Authorized Distributor	<input type="checkbox"/> Manufacturer marketing through reseller
<input type="checkbox"/> Value-added reseller	<input checked="" type="checkbox"/> Other: <u>WellSpark's programs and services</u> are delivered directly.

◆ **Processing Information**

- Provide company contact information for the following:
 - **Sales Reports / Accounts Payable**
Contact Person: Ben Milstien
Title: Vice President, National Business Development
Company: WellSpark Health, Inc.
Address: 195 Scott Swamp Road
City: Farmington State: CT Zip: 06032
Phone: (813) 297-9230 Email: bmilstien@wellsparkhealth.com

▪ Purchase Orders

Contact Person: Ben Milstien
 Title: Vice President, National Business Development
 Company: WellSpark Health, Inc.
 Address: 195 Scott Swamp Road
 City: Farmington State: CT Zip: 06032
 Phone: (813) 297-9230 Email: bmilstien@wellsparkhealth.com

▪ Sales and Marketing

Contact Person: Ben Milstien
 Title: Vice President, National Business Development
 Company: WellSpark Health, Inc.
 Address: 195 Scott Swamp Road
 City: Farmington State: CT Zip: 06032
 Phone: (813) 297-9230 Email: bmilstien@wellsparkhealth.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
Not Applicable			

4. Vendor Profile

As required, provided are WellSpark's specific responses to each of the items set forth under Tab 4 within the RFP. As you review, should you need any additional information, please contact Ben Milstien, Vice President and Advisory Practice Lead – Wellbeing Strategy, at (813) 297-9230 or via email at bmilstien@wellsparkhealth.com.

Please provide the following information about your company:

- *Company's official registered name.*

WellSpark Health, Inc.

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

WellSpark Health, Inc. (WellSpark) is a national leading wellness company exclusively dedicated and focused in improving the lives of people across the country through our life-dimensional approach to improving health. Our roots date back to 1981 when our wellness solutions were first offered through our affiliate, ConnectiCare, a leading regional health plan and part of the EmblemHealth family of companies. WellSpark was then officially established in 2013 where we have continued to elevate and modernize our wellness programs, services, and technology solutions to serve clients across the country.



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

WellSpark D&B Number: 094095698

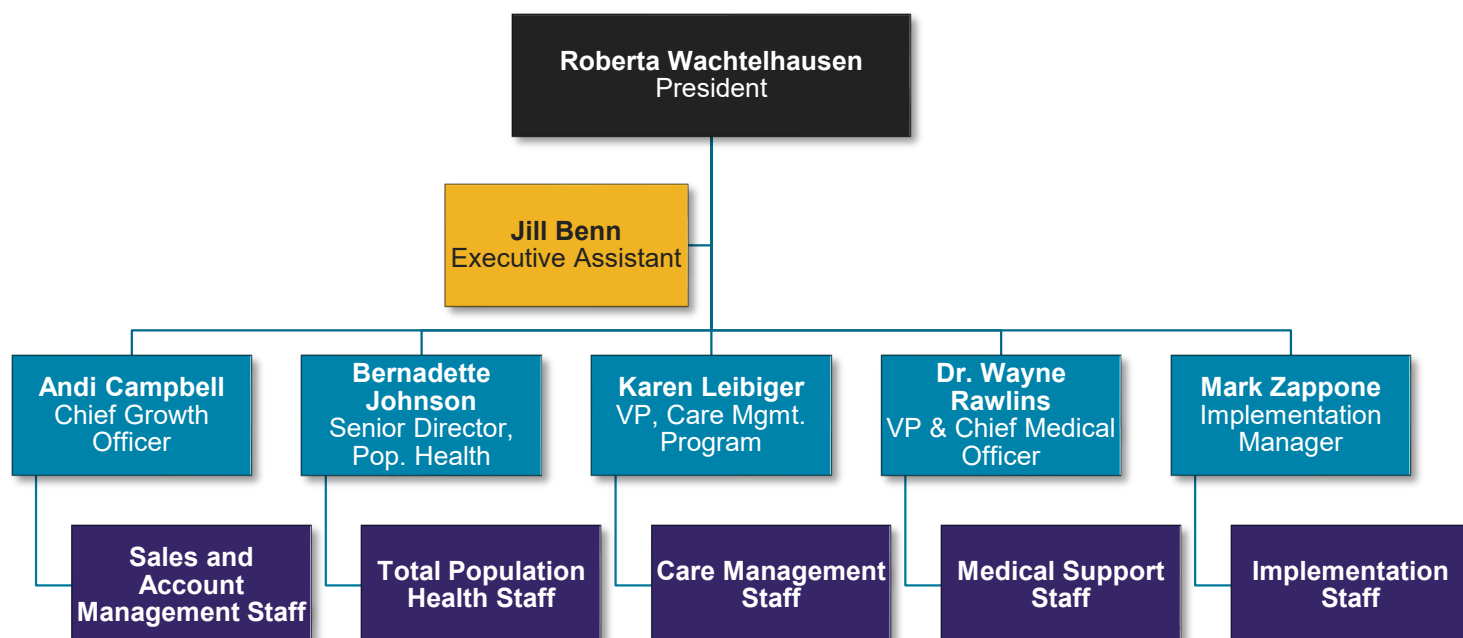
- *Company's organizational chart of those individuals that would be involved in the contract.*

Upon award, Ben Milstien, Vice President and Advisory Practice Lead – Wellbeing Strategy, will coordinate with our legal counsel and Roberta (Bert) Wachtelhausen, President, to review and execute the Master Agreement with NCPA. Following these activities, for any programs selected by Region 14 ESC, our Implementation Manager will manage the implementation of all programs and roll-out to applicable participants,

ensuring proactive outreach and communication to maximize employee understanding and engagement. This structured process will begin with our initial kick-off and joint collaborations to finalize decisions regarding programs/services selected, technology, configurations, integrations needed/data exchange, education, communication plan, and training on programs offered. Our Implementation Schedule and Work Plan will be fine-tuned to fully map out all activities in alignment with the final requirements, noting the ownership of each task and associated key milestone dates to ensure the full tracking of progress throughout for an on-time implementation.

Along the way, our Implementation Manager will deliver progress reports on a weekly basis, at a minimum. Once all programs, activities, and associated outreach have been launched, your account will be transitioned over to your dedicated Account Manager along with the ongoing support of the rest of our team who will remain continually available throughout the contract. As required, provided is WellSpark's high-level organizational chart. Specific roles will be assigned upon award along with resumes/bios which can be provided upon request.

Exhibit 4. WellSpark High-Level Organizational Chart



- *Corporate office location.*

WellSpark Headquarters: 195 Scott Swamp Road
Farmington, CT 06032

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

Aside from our Connecticut headquarters, additional WellSpark staff work remotely throughout the United States. We will ensure onsite support is provided, as applicable and desired by Region 14 ESC.

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

For this RFP, please direct all follow up needs to Ben Milstien, Vice President and Advisory Practice Lead – Wellbeing Strategy, at (813) 297-9230 or via email at bmilstien@wellsparkhealth.com. Ben is based out of our headquarters in Farmington, Connecticut.

- *Define your standard terms of payment.*

WellSpark's standard payment terms are Net 30; however, we remain flexible to negotiating specific contract terms as needed.

- *Who is your competition in the marketplace?*

There are a number of other wellness, care management, and mental health support companies in the market that provide a mix of onsite and/or virtual programs. WellSpark, however, is uniquely different from any of our competitors in taking a life-dimensional approach to wellness – analyzing the biological, psychological, and social factors of each person's life. This helps us to unlock the barriers preventing lasting change – resulting in a proven return on investment (ROI) for our clients with real-world results.

- *What differentiates your company from competitors?*

WellSpark is uniquely different from any of our competitors in taking a life-dimensional approach to wellness. Everything we do at WellSpark is delivered through our life-dimensional lens. We believe that taking the time to really understand the sum of everything in a person's life, including all biological, psychological, and social factors can help unlock the barriers that prevent lasting change. Our programs, services, and technology all support our approach, with wraparound offerings to maximize our ability to positively influence change – resulting in real-world success for the populations we serve as well as a proven ROI for our clients.

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

Upon award, we will work with the NCPA to obtain permission and ensure alignment for a press release and other associated media activities. Following contracting, we will also immediately launch our work with Region 14 ESC on their unique needs and population, including specific programs desired. Our implementation will also include a Communication Plan to map out our communication, education, and outreach initiatives to target and engage participants into our programs and increase awareness.

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

Internally within WellSpark, we will hold an all-hands employee meeting to inform our staff on the recent award and forthcoming activities that will follow. We will also conduct additional staff training as needed on the specific program(s) selected and the population to be served.

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

Please see *Appendix I. WellSpark Product Catalog* for a high-level view of our programs, services, and technology available. In addition, you can visit our website at WellSparkHealth.com. Ben Milstien, Vice President and Advisory Practice Lead – Wellbeing Strategy, can also be reached at (813) 297-9230 or via email at bmilstien@wellsparkhealth.com to answer any specific catalog/ordering questions the NCPA may have.

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

Our live Customer Service Department is based in Connecticut with hours of operation from Monday through Thursday from 8 a.m. – 6 p.m. ET and Friday from 8 a.m. – 5 p.m. ET. After hours, participants can use our Interactive Voice Response (IVR) system and/or access our online MySpark Central portal which is continually available 24/7/365.

- *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.*

Like the NCPA, WellSpark is committed to reducing the environmental impact of our operations, focusing on the delivery of digital communications across devices through an omnichannel approach, including messages delivered in-portal, via email, text messages, and more. This limits the need for paper-based communications, enabling WellSpark to pass those savings on to our clients.

In addition, we have implemented innovative and responsible environmental practices across our company to help employees become more environmentally aware and realize efficiencies and cost-savings. Our internal intranet includes a wealth of information, tips, frequently asked questions (FAQs), and more to encourage each employee to **Pledge to Live Green**.

- *Anti-Discrimination Policy (if applicable)*
 - *Describe your organizations' anti-discrimination policy.*

WellSpark is an Equal Opportunity Employer with an established corporate Non-Discrimination Policy in place. This policy includes our standards of conduct and several sub-policies, including our:

- Freedom from Harassment Policy
- Non-Retaliation and Non-Intimidation Policy
- Reasonable Accommodation Policy

A confidential copy of our overall policy and its sub-policies can be provided upon request and the completed execution of an NDA.

- *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.*

WellSpark's Health Coaches are fully credentialed to provide services in alignment with the CDC. Copies of specific credentials for our staff can be provided as needed. In addition, we hold Health Risk Assessment (HRA) accreditation through the National Committee for Quality Assurance (NCQA).

5. Products and Services/Scope

- *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. WellSpark takes a customized approach in every one of our client engagements. Following award and execution of the Master Agreement with the NCPA, WellSpark will collaboratively work with Region 14 ESC to review their specific needs and population.

- **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.*

Confirmed. All of WellSpark's programs, including all associated services and technology, are the responsibility of WellSpark under contract. Specifically, as it relates to technology, our online portal and mobile app are fully maintained in the cloud environment and managed by our technology staff. Any specific repairs, updates, and other standard product releases necessary to ensure the ongoing operation of our technology are the responsibility of WellSpark and will be covered under our agreement.

Digital Healthcare Guidance RFP No. 20-22

- *The following is a list of suggested (but not limited to) Digital Healthcare Guidance – Diabetes categories. List all categories along with manufacturer that you are responding with:*
 - *Blood Glucose Meters*
 - *At home A1C kits*
 - *Test Strips*
 - *Smart connected devices*
 - *Continuous glucose monitor (CGM) sensor*
 - *Ability to connect with specialty doctors, coaches and or counselors, in the moment of need*
 - *Other*

WellSpark's core programs, as detailed in our Executive Summary, provide full support for both the prevention of Diabetes (for those participants not yet diagnosed), and for the ongoing management of chronic conditions, including Diabetes, Hypertension, Heart Failure, and many other diseases. Our programs include education, outreach, group coaching, one-on-one sessions, and more. Note however, that WellSpark does not manufacture or distribute actual medical supplies, such as those listed above.

Through our work with participants, we utilize our life-dimensional approach to ensure their biological, psychological, and social needs are fully understood and accounted for. This may therefore involve helping participants locate a durable medical equipment (DME) provider, as needed. As part of our approach, we also work directly with the participant's carrier and providers, as available and applicable to the program(s) in place. This may also include receiving and reviewing associated claims and eligibility data to pinpoint our efforts first to those in greatest need – aligning our priorities to participants' conditions, risk levels, and other factors.

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.*

Confirmed. Please see our separate Excel file submitted with our response for all pricing information. We look forward to reviewing all of our pricing in further depth with you upon award. We are also open to further discounts based on volume and the number of programs selected. As required, our pricing is firm for 120 days from the submission of our response to the NCPA. In addition, we have also accounted for the additional administrative fee to be remitted to NCPA.

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.*

WellSpark offers specific programs to target Diabetes, Hypertension and Heart Disease, Mental Health, and more as detailed in our Executive Summary provided. Through our experiences however in delivering our services, we have found these programs can be even more effective and impactful when looking at the whole-person while also helping to reduce the impact of a chronic condition or risk. Individuals that have been diagnosed with a specific risk or health condition, such as Diabetes, that have not made significant lifestyle changes, typically have a barrier to change that is not often obvious.

This is why our **life-dimensional approach** and wide-ranging programming, technology, and support services have been proven successful in creating lasting change because we not only work with individuals on their specific condition, but we identify the person's unique barriers to change. This is what creates what we call the 'enduring well' – helping individuals unlock those barriers and, subsequently, they are often then more willing to focus on specific risks or conditions. Therefore, it is important that Region 14 ESC consider implementing all of our programs and associated services, ensuring a wraparound approach to elevating the health and wellbeing of your population. For a complete listing of all of our programs available and custom support we can provide, please see *Appendix I. WellSpark Product Catalog*.

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*

As required, please see the following pages for each required document, completed and signed as applicable with our submission.

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

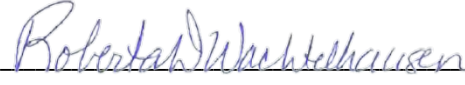
Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

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: WellSpark Health, Inc.

Address: 195 Scott Swamp Road

City, State, Zip: Farmington, CT 06032


Authorized Signature: 

Date: 3-23-22

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	<u>WellSpark Health, Inc.</u>
Print Name	<u>Roberta D. Wachtelhausen, President</u>
Address	<u>195 Scott Swamp Road</u>
City, Sate, Zip	<u>Farmington, CT 06032</u>
Authorized signature	<u></u>
Date	<u>3-23-22</u>

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



Date

3-23-22

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 WellSpark Health, Inc.

Address 195 Scott Swamp Road

City/State/Zip Farmington, CT 06032

Telephone No. (860) 674-5890

Fax No. N/A - Please use email in lieu of fax.

Email address rwachtelhausen@wellsparkhealth.com

Printed name Roberta D. Wachtelhausen

Position with company President

Authorized signature 

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

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

Appendix I. WellSpark Product Catalog

Please see the following pages for our Product Catalog which features a high-level view of our programs, services, and technology available.





WELLSPARK PRODUCT CATALOG

2021 – 2022

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Our Spark

Why WellSpark?

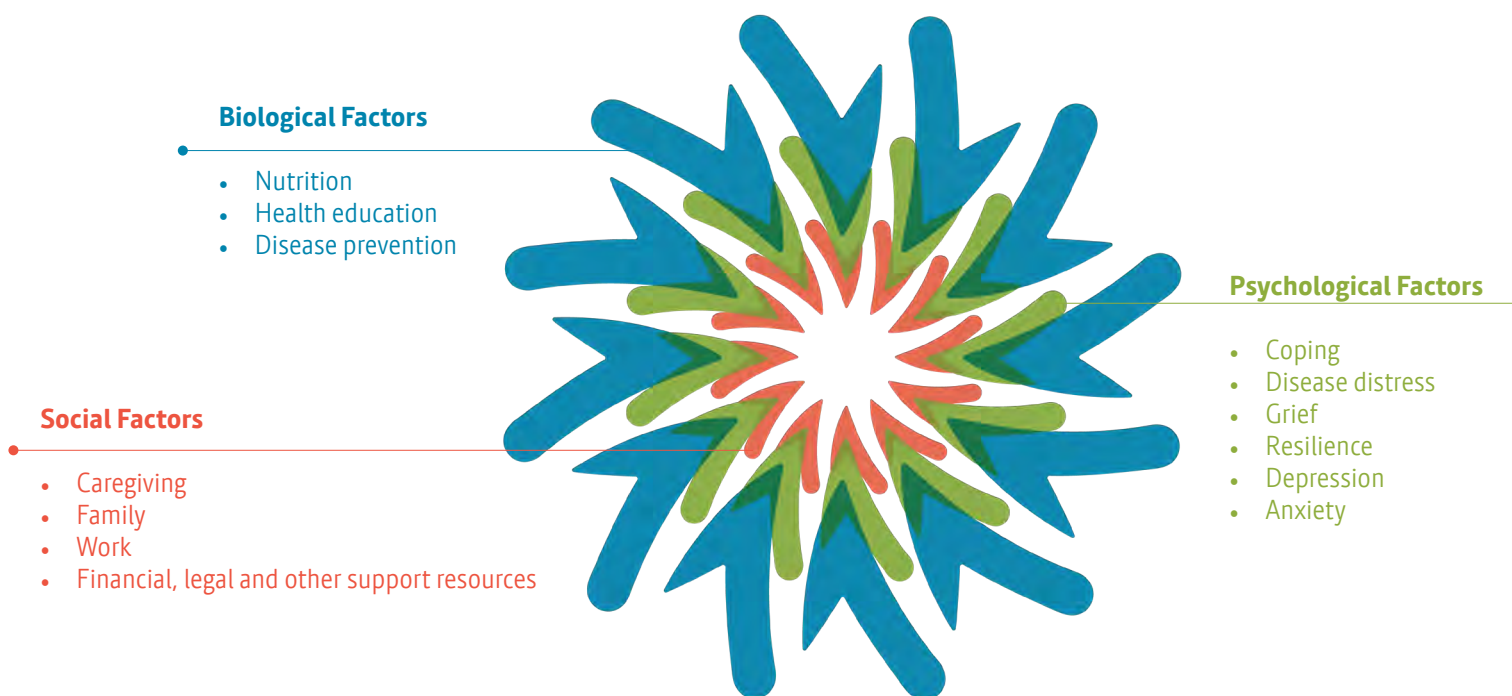
Healthcare is only a small percentage of a person's total wellbeing. In fact, 80% of someone's wellbeing comes from non-healthcare-related factors* and the COVID-19 pandemic has only intensified the need for total-person health. Traditional wellness solutions address specific behaviors, issues or circumstances related to an individual's health. But the barriers that prevent people from making lasting change – things that likely fall into the other 80% - often go unaddressed. It's time for a new model focused on:

- + Culture, diversity, mental and emotional wellbeing
- + Engaging all employees, not just those enrolled in health plans
- + Removing barriers that prevent employees from making lasting change

Change happens when culture – and leaders – support healthy behavior. The question is... is your company ready for change?

The Power of the Life-Dimensional Approach

Everything we do at WellSpark is delivered through the life-dimensional lens. We believe that taking time to really understand the sum of everything in a person's life - biological, psychological and social factors – we unlock the barriers that prevent lasting change.



*Source: Institute for Clinical Systems Improvement. Going Beyond Walls: Solving Complex Problems, 2014


Health Coaching for Life

What? Using our life-dimensional approach, WellSpark coaches work with participants to gain insight and motivation to help move them toward a more enduring well. All of WellSpark's coaches are highly credentialed and trained in the areas of behavior change psychology and motivational interviewing, and they use cognitive behavioral coaching techniques to help participants make forward progress. Coaches use a variety of digital tools, assessments, and resources to maximize and measure participant success.

Who? Anyone! Coaches work with participants on a variety of topics, such as weight loss, sleep, diet, exercise, stress, emotional health, anxiety, coping skills, burnout, and work-life balance.

How? Participants communicate with their coaches via secure messaging and sessions happen by phone, video or, for employers who prefer, onsite. When needed, coaches refer participants to their employer's benefit options and/or community resources, as well as hold them accountable for taking action to improve their wellbeing.



Help 364

What? WellSpark nurse wellness coaches leverage the  life-dimensional approach  to help participants make lifestyle changes to effectively manage their chronic conditions. These highly skilled nurses help participants identify gaps in care, as well as make behavior changes that move them toward a more enduring well.

Who? For people living with and managing a chronic disease, such as diabetes, heart disease, heart failure, asthma, chronic obstructive pulmonary disease (COPD), high cholesterol, and high blood pressure.

How? Participants communicate with their coaches via secure messaging and sessions happen by phone, video or, for employers who prefer, onsite. Nurses review medical and pharmacy claims data (when available) and refer participants to their employer's benefit plan options and/or community resources as needed to ensure they are getting the best possible support.



SparkSocial Group Coaching Experiences

What? SparkSocial programs provide a sense of community, peer support, social accountability and shared experiences, making them the perfect alternative (or complement) to individual coaching or other wellbeing programs. Designed for today's workforce – busy and on-the-go – SparkSocial programs are accessible in small bites that drive big results. Every program is aligned to measurable outcomes from WellSpark's  life-dimensional  wellbeing assessment and coaches follow up with participants one-on-one between sessions to encourage forward progress. We keep groups small enough to ensure we can effectively influence lifestyle changes that will make an impact. Clients can select from one of our pre-developed SparkSocial programs – like Navigating Burnout, Supportive Weight Management and Living Well with Chronic Disease – or customize based on the needs of a workforce.

Who? Anyone! Coaches work with participants on a variety of topics, such as weight loss, sleep, diet, exercise, stress, emotional health, anxiety, coping skills, burnout, and work-life balance.

How? Facilitated by a WellSpark Nurse Wellness Coach or Health Coach Educator, participants are encouraged to engage in meaningful conversation, and at the end of every session, commit to taking action. Participants can expect a blend of on-demand podcasts, videos, assessments, and reading; brief virtual (or in person) sessions, and one-to-one support.

Diabetes Prevention Program

What? In this 12-month program, WellSpark's credentialed health coach educators work with participants individually and in groups to improve lifestyle behaviors that impact their risk for diabetes. By the end of the program, participants will have made lasting changes toward a more enduring well. Following the CDC's diabetes prevention curriculum, and infusing the WellSpark  **life-dimensional approach** , participants learn valuable tips and gain meaningful insight into how lifestyle behaviors impact overall health.

Who? The program focuses on those who have prediabetes or are high risk. People are not eligible if they are: pregnant, have a diagnosis of diabetes (type 1 or type 2) or have a BMI of less than 25 (or 23 if they self-identify as Asian-American).

How? The program is offered in three formats:

- **Digital:** entirely online through the MySparkCentral app, participants get reinforcement through live and on-demand group and individual coaching, as well as health-focused videos, challenges, and guided goal setting.
 - **Onsite:** in-person classroom learning environment, participants experience social accountability and camaraderie with group challenges, lessons and meaningful interactions.
 - **Occupational:** entirely online through the MySparkCentral app, participants have a customized experience uniquely created to support the realities of being in the transportation industry.
-

The SparkHealth Digital Experience on MySparkCentral

SparkHealth is a digital wellbeing experience that gives employers the flexibility to create unique digital programming that supports the move from traditional wellness to a company culture of wellbeing. Working with a skilled Wellness Account Manager, clients are presented with options to build the digital experience that makes the most sense for their employees to help ensure that no individual falls through the cracks. With capability to track and report utilization, employers can expect to collaborate with their Wellness Account Manager to define key performance indicators to measure success and deliver programming within an employer's budget. Possibilities include:

- + A secure, confidential health assessment
- + Participant tracking of activity through a device (such as Apple Health, FitBit or Garmin) or manually
- + Setting and tracking goals
- + Manual tracking (or seamless integration) of biometric outcomes
- + Capability to run up to four challenges each year*, all aligned to the WellSpark life-dimensional approach
- + Customized incentives and rewards program, including seamless rewards distribution through WellSpark's integrated partner, BenefitHub
- + Tracking of customized compliance requirements for medical premium discounts, rebates or HRA contributions, such as completion of preventative screenings, tobacco attestation or health coaching
- + Scheduling and secure messaging (through email and text) with health coach educators and nurse wellness coaches
- + A robust catalog of videos and interactive learning experiences across on WellSpark's [life-dimensional approach](#)

Biometric Screening



Want to provide a biometric screening opportunity - allow WellSpark to help. WellSpark account managers are well versed in assisting to set-up biometric screenings events, no matter the modality. We can work with you to arrange an on-site screening event for your workforce - assisting in everything from the planning, to coordinating logistics with the vendor as well as managing reporting and billing. Have a wide-spread or transient workforce - have WellSpark set-up a biometric voucher program for you. Allow our account managers to work with our choice vendors so that your employees can get their screening when it is convenient to them, using one of the many brick and mortar locations available nationwide.

*More challenges available for an additional fee.

Culture Integration

Envision WellBeing Blueprint

The fastest way to drive results with wellbeing is to think outside of HR, benefits, and total rewards teams. Change happens when culture – and leaders – support healthy behavior. WellSpark uses the Envision WellBeing Blueprint process to build a plan that gives employers a place to start to drive meaningful change. Through a guided conversation, we use high-mileage questions to dig into people and culture concepts that are integration points for wellbeing strategy, all with the intent to engage employees toward a more enduring well.

After that guided conversation, we share a customized Envision Wellbeing Blueprint, which contains a highly actionable plan aligned with a company's people strategies. Envision a  life-dimensional  focus on improving employees' health, as well as other business challenges associated with wellbeing.



Activation

Every organization's wellbeing engagement support is unique. That's why we created the WellSpark Activation Experience. Customized for each client to maximize engagement in WellSpark's programs, Activation is a must-have for employers who want to move from traditional wellness to culture of wellbeing. WellSpark experts pull from a variety of options when they build a company's Activation Experience, uniquely designed to ensure we deliver programming within an employer's budget. This can include things like:

- + Claims and eligibility file feeds directly from health plan carrier(s)
- + Detailed stratification of risk and recommendations based on historical claims
- + Communication plan, detailed calendar, and suggested content
- + Customized communication pieces such as emails, flyers, text messages, short videos, social posts, and employer-specific templates
- + Unique wellbeing brand design
- + Proactive outreach to employees based on claims risk
- + Strategy, ideation, and consultation
- + Surveys and assessments
- + Digital implementation and annual configuration updates
- + Monthly, quarterly standard reporting
- + Custom reporting for incentives or specific metrics that are defined during implementation

Leadership Workshops

Change happens when culture - and leaders - support healthy behaviors. WellSpark's leadership workshops are designed to help managers at all levels learn the fundamentals for making wellbeing a priority. All of this without compromising business outcomes!

WellSpark 101: Understanding the Part You Play in Wellbeing

In this workshop, executives share perspective about why they are putting focus on supporting employees physical, psychological and social wellbeing. During the session, WellSpark introduces you to the basics of what you need to know, including what to expect and how you can support the work. Prepare to play a game! This is not your average presentation.

Work and Life Balance 2.0: A Shift to Whole Living

Most of us could work 24/7, 365 and still not have enough time to get our work finished. As a result, the quest for work-life balance never stops and, in many cases, causes more stress and frustration. Learn why it is important to make a mindset shift from work-life balance to whole-living, how this shift can improve performance and techniques you can implement to help yourself and others live (and work) in a more balanced and authentic way.

Bringing Human(s) Back to Work: Small Actions that Drive Big Impact

At a time when technology is an integral part of how we interact, it's becoming increasingly important for leaders to focus on human connection. Disconnected employees, who are overly-connected through technology, need to know that they are heard, understood, valued, recognized and appreciated. But, the "usual" employee recognition programs are not what people crave. Take away a list of simple ideas for how to make subtle changes to drive much more powerful results.

Let Your Gut Be Your Guide: An Intro to Intuitive Leadership

Tapping into our sixth sense, intuition or gut instinct is an influential leadership practice that can unleash a whole new level of potential. When leaders leverage this power, it encourages others to do the same. The result? Improved connection and well-being. When employees are empowered to do more of what "feels right," companies reap the benefit of better results. See the data on intuition for yourself and leave with actionable ideas for tapping into it.

This series of short, interactive eLessons is designed to live in a client's learning management system as an additional wellbeing "touch point" for employees engaged in WellSpark's programs. The eLessons are delivered in SCORM format, run less than five minutes and can be taken in any order.

Setting (and Keeping) Boundaries

Too often the desire to help and please others, or avoid conflict, comes with personal sacrifice and, in many cases, compromises well-being. Setting (and keeping) boundaries is one of the most effective ways to protect yourself from burning out. Discover easy-to-implement practices to build your boundary-setting muscle.

Navigating (Too Many) Competing Priorities

Demands at work and home, coupled with a constant onslaught of technology and media, can be emotionally and physically draining. It's nearly impossible to tap into your "whole self" when you're pulled in too many directions. Get actionable ideas to help you manage daily demands.

The (Inner) Struggle for Control

Having a clear sense of what you can (and can't) control is a foundational principle for inner calm. Learn about the locus of control and a simple communication formula to help you stay grounded.

(Quick) Tips for Managing Time

Being pressed for time can cause elevated stress levels. Although we can't make more time, we can manage our time more effectively with these simple practices.

The (It's Not Personal) Gift of Feedback

When we shy away from telling people how we really feel, it can fuel conflict, resentment and contribute to unnecessary stress. Use these techniques to create a safe space, for yourself or your team, for giving and receiving feedback so that team dynamics don't become personal.

Finding Your (Confident) Voice

Is having something to say, but not saying it keeping you up at night? Bottling up your thoughts, feelings and emotions is a sure-fire way to combust. Consider thought-provoking questions about what might be preventing you from finding your voice and take away actions to help you reclaim it.

Avoiding (the Flames of) Burnout

You may have heard a lot of buzz about burnout. But, do you know what to do to ensure you don't end up down in flames? Collect concrete ideas for how to tap into your body's signals, along with what to do when you hear them.

Bringing Human(ity) to the Moment

People being disconnected from each other and overly connected through technology may be missing important moments to be heard, understood, valued, recognized and appreciated. Here's how to take small steps toward bringing human(s) back to work.

Well-being Practices for Leaders

On top of competing demands and priorities, today's leaders are forced to support hybrid/remote workforces during a highly stressful economic, political and social time. Now, more than ever, leaders need resources for cultivating a sense of well-being that require little time and effort but make a big impact. Uncover how to focus on employee well-being in a post-pandemic work environment. This course is best used as an introductory prerequisite for workshops.



Worksite Wellness Seminars

Choose from more than 25 topics, all aligned to the WellSpark

 **life-dimensional approach** , to meet your population where they are with what they need. Seminars are delivered by subject matter experts, with employers choosing if in-person or virtual delivery would best for their populations. Our Wellness Account Managers can provide more information.



Healthy Cooking Demo

Food is often equated with fun, family, and friends, but it can be a challenge to understand where healthy food fits. Let WellSpark host a lively demonstration to show cooking can be fun, engaging, and healthy. Leveraging credentialed subject matter experts, we collaborate with you to meet your population where it is, considering their culture and habits. Attendees get to witness the creation of healthy recipes, cooking methods and ingredients used, plus taste the result (if the demo is delivered in person).



Colon Cancer Onsite Display

Bring colorectal cancer prevention to life with this interactive, walk through experience. Although the US Preventive Services Taskforce recommends screening for colorectal cancer begin at age 50 for most adults, education can begin at any age. Touch and see what a healthy colon lining looks like versus benign, cancerous, polyps and other ailments. This experience reinforces the importance of colorectal cancer screening and awareness.



Implementation*

We make implementing WellSpark's programs as easy as possible for clients – from making decisions and configuring employees' custom experience to ensuring a seamless transmission of data. In partnership with the WellSpark implementation team, Wellness Account Managers spend the time it takes up-front to ensure that a company's unique needs are heard and understood.



Call Center // Phone and Email Support

Making sure your employees can get help is an important part of successful partnership with WellSpark. Clients have the option for both phone and email support and can select a custom experience (and phone number) or use of the general support center (including email). Either way, employees have world-class service.



Patient Ping

Designed to be paired with Help364, Patient Ping provides real-time notifications or 'pings' related to a population's admissions, transfers, and discharges from clinical care so that WellSpark nurse wellness coaches can outreach in real-time. With the ability to leverage existing relationships with payers and accountable care organizations, or run independently, Patient Ping gives companies peace of mind that their employees have an added level of support.

*For clients who purchase Activation, Implementation is included.

Thank you for taking the time to review our response.

We look forward to hearing from you soon. Should you have any questions, please contact us at the information provided below.

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