

**Solicitation Number: RFP #051922****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Advanta Health Solutions, Inc., 550 Broad Street, Suite 804, Newark, NJ 07102 (Supplier).

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

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

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires July 8, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

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

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

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

3. PRICING

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

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

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

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

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

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

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

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

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

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

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

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

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

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

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

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Supplier will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement, with the exception that Supplier may assign its rights or obligations to a successor in the event of a merger, acquisition, or reorganization of its business. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

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

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the

circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

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

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

11. INDEMNITY AND HOLD HARMLESS

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

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
- b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively “Permitted Sublicensees”) in advertising and promotional materials for the purpose of marketing the Parties’ relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

- a. Neither party may alter the other party’s trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party’s trademarks only in good faith and in a dignified manner consistent with such party’s use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

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

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

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

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

18. INSURANCE

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

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

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

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

Minimum limits:

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

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

Minimum Limits:

- \$1,000,000 each occurrence Bodily Injury and Property Damage
- \$1,000,000 Personal and Advertising Injury
- \$2,000,000 aggregate for products liability-completed operations
- \$2,000,000 general aggregate

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

Minimum Limits:

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

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

Minimum Limits:
\$2,000,000

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

Minimum limits:
\$2,000,000 per occurrence
\$2,000,000 annual aggregate

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

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

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

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

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other

insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all

references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

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

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

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of

not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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

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

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

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any

person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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

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

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

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

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

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

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

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

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

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

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

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

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

22. CANCELLATION

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

Sourcewell

Advanta Health Solutions, Inc.

DocuSigned by:
Jeremy Schwartz
By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 7/5/2022 | 4:35 PM CDT

DocuSigned by:
Courtenay Higgins
By: EB1AC5CDD2594F3...
Courtenay Higgins
Title: President
Date: 7/6/2022 | 9:12 AM PDT

Approved:

DocuSigned by:
Chad Coquette
By: 7E42B8F817A64CC...
Chad Coquette
Title: Executive Director/CEO
Date: 7/6/2022 | 11:42 AM CDT

RFP 051922 - Wellness Engagement Program Solutions and Related Services

Vendor Details

Company Name: Advanta Health Solutions

Does your company conduct business under any other name? If yes, please state: New Jersey

Address: 550 Broad Street
Suite 804
Newark, New Jersey 07102

Contact: Steve Clarke

Email: sclarke@advantahealth.com

Phone: 201-351-7809

Fax: 201-351-7809

HST#: 83-2305082

Submission Details

Created On: Thursday May 05, 2022 09:55:24

Submitted On: Thursday May 19, 2022 13:22:32

Submitted By: Steve Clarke

Email: sclarke@advantahealth.com

Transaction #: 2593145a-738f-4e69-9f4e-4322a3356283

Submitter's IP Address: 172.220.192.228

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Advanta Health Solutions, Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A
4	Provide your CAGE code or Unique Entity Identifier (SAM):	SJA8GJECLK5
5	Proposer Physical Address:	550 Broad Street, Suite 804 Newark, NJ 07102
6	Proposer website address (or addresses):	www.advantahealth.com
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Courtenay Higgins, President & Co-Founder chiggins@advantahealth.com Cell: 908-334-4055 Direct: 201-351-7804
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Courtenay Higgins, President & Co-Founder 550 Broad Street, Suite 804 Newark, NJ 07102 Cell: 908-334-4055
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Steve Clarke, Director of Operations 550 Broad Street, Suite 804 Newark, NJ 07102 Cell: 562-619-5633

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>The pandemic has brought forth profound changes in where people work, how they work and what they want from their professional and personal lives. More employees are prioritizing work-life balance over compensation, and Gartner reports that more than 70% of all US employer groups are revisiting their wellbeing strategies in the coming year in order to attract and retain employees.</p> <p>At its core, Advanta Health is a behavior change company at the forefront of leveraging technology solutions to help employer groups of any size improve the physical and mental wellbeing of their employees, clients, members, and customers. We firmly believe in the democratization of wellness and make business decisions based on the core principles of validation, inclusivity, and engagement across 100% of an employer's population. Meeting members where they are on their wellness journey, with the technology they already own, and with easy tools to participate anywhere, any time and in any way they can is what makes Advanta Health's wellness incentive benefit highly desired.</p> <p>Advanta Health Solutions, Inc. was formed in 2010 by principals with extensive Fortune 500 business experience in health care, information technology, government contracting and communications. Their progressive approach merges decades of experience serving regional and national health plans, government agencies, non-profit groups and employers, and leverages the insights of industry executives,</p>

physicians, fitness professionals and beneficiaries. The company is headquartered in the New York metropolitan area and maintains Small Business Administration and SAM certifications, with HUBZone certification pending. We uniquely administer our own SaaS 70-certified data center and maintain the highest certifications for security, as our extended team provides technical services to major health plans, government agencies, banking customers, and more. Our virtual and member-first solutions spark and maintain physical and mental fitness activity anywhere at any time to increase worker productivity, support mental wellbeing, reduce absenteeism and reduce the rising post-COVID healthcare spend.

Our solution resonates in the public sector and our qualifications are extensive. Advanta and its ActiveFit app suite of services serve over 300 public sector groups of varying sizes, ranging from 50 employees to an over 500,000 employee State Health Benefits Plan. Of those groups, 70 are entire cities, counties or public authorities and 225 are district school boards.

This experience has helped us shape unique offerings which remove the common barriers that make it difficult for public sector members to participate in wellness programs, as we do not require specific gyms, wearables, special equipment, or rigid work-out times.

Validation

Advanta Health morphed its business model early on to leverage automation and technology to fill the gaps in legacy gym reimbursement solutions which required self-reporting. With the launch of our ActiveFit+ platform solution in 2018, we created a proprietary geo-fencing algorithm which allowed us to automatically track our member's visits to ANY of the 30,000 fitness facilities in the US, along with boutique yoga and Pilates studios, physical therapy centers, community centers, and more. This created a sense of immediate gratification for our members as well as a sense of comfort for C-Suite and HR executives eager to reward employees actively participating in their own health. This level of validation, blended with our expansive health-tech capabilities, can provide Sourcewell clients with unique customization opportunities for automated, frictionless administration and direct ROI measurements against claims.

Inclusivity

With 20% of the US population holding a gym membership pre-COVID, Advanta has worked hard since its start to create wellness incentive options which reach across 100% of an employer's population. We integrated our software solution directly into major health kits such as Fitbit, Withings, AppleHealth, Samsung Health, Garmin and Google Fit so members could have an option to earn incentives without a gym membership and with just a Smartphone. The technology also allowed us to connect any corresponding wearable of these leading HealthKit's to our solution to collect, aggregate and directly report on biometric, sleep, workout intensity and physical activity. During COVID-19, when fitness facilities closed nation-wide, Advanta Health designed new, flexible technology solutions to drive at-home workouts along with new ways to be aware of and care for mental fitness and health. ActiveFit@home was designed and launched to production within 16 days at the start of the pandemic to help members keep physical activity top of mind. Within eight weeks, the new program logged more than 250,000 visits. This is exactly the agility and technical acumen Advanta would leverage for Sourcewell.

Engagement

While Advanta connects millions of data points per second on its backend, it as importantly connects employers to their employees. Advanta's members reside in 50 states and span over three thousand employer groups. Easy to use user interfaces drive employee engagement in the platform 15-20x per month, on average, and manage all aspects of program administration, making it easier and less costly for clients to quickly enhance benefit offerings and attract and retain a healthier, more productive workforce.

Advanta's Software as a Service solution was designed and is proven to engage and motivate people. By providing members with cash, and other incentives for completing designated (and customizable) wellness activities, our members are routinely completing millions of wellness activities year over year and taking billions of steps through our platform. Last year, we enhanced our Salesforce CRM with a custom integration of Salesforce Marketing Cloud to allow us to deliver personalized motivational messaging journeys for our members. With Advanta, employers not only gain a powerful engagement engine to reinforce their commitment to their employees but also an enterprise-level incentive solution to motivate, track and cross-promote the spectrum of wellbeing.

11 What are your company's expectations in the event of an award?

In the event of an award, Advanta Health would expect to provide a dedicated team of seasoned professionals, and its unique technology capabilities, to address the needs and timelines of Sourcewell's clients at any volume. Built alongside and in consideration of the needs of one of the nation's largest insurers, Advanta Health Solutions, Inc. has created a wellbeing incentive platform which manages eligibility, enrollment, validation of participation, delivery of incentives (including cash via Bank of America ACH) and detailed reporting. Today, we have over 1.5M eligible members and rapidly scalable solutions which will allow for easy onboarding of Sourcewell groups of all sizes.

12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Advanta Health delivered \$12M in cash incentives to members across 3,100 employer groups last year, alone. Despite COVID-19 our revenue increased as follows: 2020-2021 63.73% 2021 – 2022 21% (projected) YoY growth is estimated between 30-40%. Our 10-year history, significant growth, profitability and capitalization highlight the overall health of our company.	*
13	What is your US market share for the solutions that you are proposing?	Advanta Health Solutions, Inc. currently supports billions of dollars in health premiums in the U.S., including one of the nation's largest Blue Cross Blue Shields. We have strong market share in our industry and are growing faster than the industry average. 3,100 U.S. employer groups with members across all 50 states utilize Advanta's healthtech platform to incentivize wellbeing and spark direct member engagement. Advanta's geo-fencing technology can track participation at any of the nation's 30,000 wellness facilities including, physical therapy centers. Our unique health tech, coupled with strategic alliances and integrations with major brands such as Les Mills, Openfit, NeoU, Walgreens, and others, has contributed directly to its extensive market gains in the industry.	*
14	What is your Canadian market share for the solutions that you are proposing?	We have teamed with strategic wellness companies that have a strong, established presence in Canada, including Les Mills, which serves Canada's largest health insurance provider Manulife. Les Mills also has a presence in over 300 fitness clubs around Canada. Advanta's strategic roadmap includes entry into the Canadian Market in 2023.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Advanta Health is a Software-as-a-Service (SaaS)/Platform-as-a-Service (PaaS) provider. Advanta's internal sales and marketing team is a blend of partners, employees and sales segment experts. We run an effective "1:many" sales strategy and leverage key channel partnerships with wellness facilities, products, content providers, associations, brokers, Third Party Administrators, General Administrators, Wellness Trusts and Health Plans to drive sales. This also allows Advanta to integrate member eligibility data at the highest levels and quickly and efficiently manage onboarding of new employer groups for Sourcewell and its clients. In addition, Advanta holds a longstanding relationship with National Strategies Impact (NSI) which would be leveraged for sales. NSI has a nationwide network of more than 2,500 state and local consultants, covering all 50 states, any municipality with a population of over 50,000, the largest 100 school districts, public higher education, and various public authorities - such as utilities, transit, and airports. These top state and local consultants provide Advanta Health with strong on-the-ground relationships, real-time insight and a unique understanding of the dynamics and inner workings of their local governments and state agencies.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Advanta Health is certified by SAM, Small Business Association (SBA), HUB ZONE (pending approval), with SaaS 70 and GSA-certified technology. Our team includes professionals include those with certifications in the following: Project Management Professional Scrum Master Oracle Microsoft Gold Azure Soc 2 Salesforce Salesforce Marketing Cloud HP and Microsoft Frontline SecurEnvoy Accredited Under HIPAA privacy rules, Advanta Health Solutions, Inc., is considered a Business Associate, and we are compliant with all applicable rules and regulations of the Health Insurance Portability and Accountability Act (HIPAA) of 1996. We are committed to keeping all PHI (Protected Health Information) that our clients and members entrust to us private and secure.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	Advanta holds preferred vendor status with insurers, several large health insurance funds, and brokerage groups, such as Healthy Benefits Group. We were the top "Go To Market" strategy for one of the largest Blue Cross Blue Shield plans last year for the public sector.
20	What percentage of your sales are to the governmental sector in the past three years	50%
21	What percentage of your sales are to the education sector in the past three years	45%
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Advanta Health has over 300 public sector accounts on its benefits platform. The New Jersey State Health Benefits Plan, City of Castle Pines, Colorado, and City of Grand Rapids, Michigan (contract award pending), represent our ability to service government accounts at every level. Additionally, Advanta Health has gained extensive market share with 270 Board of Educations, 15 county governments, two large wellness trusts, and a bankers cooperative trust among its platform participants. Annualized revenue from all public sector clients increased from approximately \$366,000 in May 2020 to \$730,000 in May 2022.
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	N/A

Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *
Horizon Blue Cross Blue Shield of New Jersey	Elizabeth Morrison	(973) 466-4491
Operations Inc., Connecticut	Cherie Adami	(203) 210-2997
NJ State Health Insurance Benefits Fund	Misti Bloomer	(973) 466-8038
City of Castle Pines, Colorado	Mike Farina	(303) 705-0210
NJ School Insurance Fund (Perma) - Cape	Emily Koval	(201) 518-7028

Table 5: Top Five Government or Education Customers

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

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
Horizon Blue Cross Blue Shield of New Jersey Plan NJ State Health Benefits Plan	Non-Profit	New Jersey - NJ	Administer HorizonbFit wellness incentive benefit available to 600,000 Eligible Members. Members who complete 12 wellness activities in a month earn up to \$240 a year in cash incentives.	600,000 Per Eligible Per Month	\$4,020,780
NJ State Health Benefits Plan	Government	New Jersey - NJ	Administer HorizonbFit wellness incentive benefit available to 500,000 Eligible Members. Members who complete 12 wellness activities in a month earn up to \$240 a year in cash incentives.	480,000 Per eligible Per Month	\$3,855,960
Lenape Regional High School District	Non-Profit	New Jersey - NJ	Administer ActiveFit+ wellness incentive benefit available to 2,000 Eligible Members. Members who complete 12 wellness activities in a month earn up to \$240 a year in cash incentives.	2,500 Per Eligible Per Month	\$128,943
Robert Wood Johnson	Education	New Jersey - NJ	Administer HorizonbFit wellness incentive benefit available to 36,000 Eligible Members. Members who complete 12 wellness activities in a month earn up to \$240 a year in cash incentives.	35,119 Per Eligible Per Month	\$206,700
County of Bergen	Government	New Jersey - NJ	Administer HorizonbFit wellness incentive benefit available to 6,000 Eligible Members. Members who complete 12 wellness activities in a month earn up to \$240 a year in cash incentives.	5,853 Per Eligible Per Month	\$407,280

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *

26	Sales force.	<p>Advanta Health maintains a salesforce of equity partners, full-time staff members, Healthcare segment sales consultants, and major channel partnerships which include NSI, Les Mills, Openfit, Garmin Health, Walgreens and Insperty Health. Advanta's expertise is closely aligned with Sourcewell's member base of: K-12 Education, Higher Education, State and Local Government, Federal Government, and Healthcare. Advanta leverages Salesforce and Salesforce Marketing Cloud for its sales teams. For health plans, Advanta enables sales brokers and account managers to generate interest directly with their clients. This has been viewed as extremely efficient and beneficial to client engagement and can create new sales channels for Sourcewell.</p> <p>Each Sourcewell client will receive a dedicated account team including but not limited to an account manager, technical lead, marketing lead and customer engagement specialist. Working with a partner, the account manager will be responsible for meeting the contract's financial objectives, and continuously evaluating strategies to cut expenses, increase engagement, and simplify the procurement process. Advanta Health will arrange to visit Sourcewell client sites to review engagement strategies, as needed. Sourcewell pricing will always be applied based on these requirements of the Sourcewell contract.</p>
27	Dealer network or other distribution methods.	<p>Advanta's Strategic Partners and Resellers include a blend of fitness, technology, health and wellness, human resources and brokerage groups who drive interest and sale. A sampling includes:</p> <ul style="list-style-type: none"> Health Benefits Group National Strategies Impact (NSI) Intuity Health MJ Sales Group OpenFit Spot-IT NeoU Les Mills IHRSA Garmin Health Arkus Nexus Rook Motion Perma Walgreens Multiple brokerage groups
28	Service force.	<p>Advanta Health was formed by partners with decades of experience in the service industry and takes a client-first approach. Our team of executives, directors, managers, account executives, marketing specialists, technical specialists and wellbeing experts continuously evaluate the performance of each client account and strive to increase engagement and deliver additional value year over year.</p> <p>For our members, Advanta Health maintains a live customer service support center, 5 days a week, 9-5 pm EST which manages member interactions via a custom Salesforce CRM. Client size and member engagement dictates client account service team size which ranges from 3 to 20, or more. All accounts are monitored by a designated partner. The continued automation of Advanta's administrative processes allow business, customer service and technology staff to scale rapidly and efficiently. If awarded the contract by Sourcewell, Advanta Health is well-positioned to hire additional staff resources accordingly.</p>
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>For health plans, Advanta enables sales brokers and account managers to generate interest directly with their clients. This has been viewed as extremely efficient and beneficial to client engagement. With eligibility files in place, Advanta is able to "turn on" a new client group - of any size - within days of request. Advanta supplies brokers, Third Party Administrators, General Administrators and sales channel partners with sales materials. These include but are not limited to onboarding documents, sales and marketing collateral, quotations for services, live platform and software application demonstrations and informational/onboarding webinars. Advanta is responsible for the management of the ordering and onboarding process once prospect interest has been established and the corresponding broker approves direct/ongoing contact. Advanta has the capability to contract directly with Plan Sponsors, including those which are self-insured, government entities and non-profits, as well. We see these channel partnerships as valuable lead generators for Sourcewell.</p>

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>At Advanta, we are proud of our accessibility to our clients and members of our programs. Clients currently have a designated account manager to assist in program administration, marketing, and member engagement. Our escalation protocols ensure timely responses to clients and accurate timeline projections. Post-resolution: our follow-up initiatives are designed to reveal key functionalities requiring enhancements which would allow us to proactively protect against future issues. Our Client Services hospitality has led to a 100% client retention rate YOY '21-'22.</p> <p>Members of our programs have access to our Member Services department that can be reached Monday-Friday 9a-5p. Member Services may also be reached through channels such as email at memberservices@advantahealth.com and through our mobile app "Contact Us" feature. Members will receive a reply within a 24-hour window. Advanta also hosts an article knowledge base of frequently asked questions that members can consult before opening a support inquiry. Utilizing this platform has seen member inquires decrease by 11% in the first 90 days post-implementation.</p>
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>Advanta Health is ready and willing to engage with Sourcewell participating entities immediately. Our core mission and key differentiators align directly with Sourcewell's objectives and are supported by our CEO. The CEO and team are willing to meet with Sourcewell personally in Staples, MN directly after award, if we are so chosen. With the ability to track participation at any of the nation's 30,000 fitness and wellness facilities, Advanta's technology solutions allow for fast, scalable delivery to Sourcewell's participating entities across the United States. Advanta members reside in all 50 states and U.S. territories and our technology has the capability to track activity at a global level.</p>
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>Yes. Advanta's strategic roadmap includes market entry to Canada. We are in the process of creating a network of partnerships with a strong, established Canadian client base, including our current partner, Les Mills, which has a presence in over 200+ Canadian fitness centers and currently provides services to Manulife Insurance, the largest Canadian Health insurer.</p>
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	<p>We have the ability to service all 50 states, US territories and Canadian Provinces</p>
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	<p>Advanta is capable of servicing all sectors.</p>
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	<p>No known restrictions</p>

Table 7: Marketing Plan

Line Item	Question	Response *
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36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>We, at Advanta Health, will be very excited to receive word if we are chosen as a Sourcewell contract vendor. However, we understand that for the program to be successful the Advanta Health team will need to take the lead in the sales process. We will immediately train our sales people to recognize potential Sourcewell opportunities, give our team a listing of accounts to pursue and strategize to close new public institutions in a very short period of time. Our marketing department will produce multi-channel sales and marketing material to help support these sales efforts. Salesforce Marketing Cloud is a powerful targeted marketing tool which we would employ to support sales. We will track our successes and learn from our losses. Our goal will be to make the new Advanta Health contract a win-win-win for the public institutions, for Sourcewell and for Advanta Health. Our hope is that we will show continued growth in sales during our quarterly business reviews.</p> <p>Upon award of the new Sourcewell Wellness Engagement Program Solutions and Related Services contract, Advanta Health will engage its national partner, NSI, to help implement the agreement, answer any questions that might arise and serve as a general information resource. We will strategize with your team to develop marketing materials that will help Advanta Health to land new accounts quickly. NSI will also assist in the training of the sales force initially after award as well as for the life of the contract when new reps are hired.</p> <p>NSI has a nationwide network of more than 2,500 state and local consultants, covering all 50 states, any municipality with a population of over 50,000, the largest 100 school districts, public higher education, and various public authorities - such as utilities, transit, and airports. These top state and local consultants provide Advanta Health with strong on-the-ground relationships, real-time insight and a unique understanding of the dynamics and inner workings of their local governments and state agencies. Our plan is to have the consultants offer an introduction to selected Sourcewell members for the Advanta Health sales representatives throughout the United States. In addition, a separate NSI network exists in Canada and will perform a similar role. The goal will be to reach a large majority of the Sourcewell entities in a relatively short period of time so that Advanta Health can greatly increase their sales in these government markets shortly after contract award.</p> <p>As part of the marketing process, NSI will work with Advanta Health to strategize the trade shows where Sourcewell members will be in attendance. These may include NIGP (National Institute of Governmental Procurement, Inc.), NASPO (National Association of State Procurement Officials), NAEP (National Association of Educational Procurement), ASBO (Association of School Business Officials International), and AASHE (The Association for the Advancement of Sustainability in Higher Education.) We will also assist in evaluating which of these events should be attended nationally, regionally, as well as locally, offer booth design ideas and messaging, and suggest giveaway items.</p>
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Advanta Health has a powerful tech platform to deliver marketing messages to government, education and non-profit market segments. In addition to our Salesforce Marketing Cloud solution, we routinely deliver targeted marketing messaging online and through in-app channels. The latest search optimization features are embedded in all our online platforms to magnify lead generation for Sourcewell.</p>
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>Advanta will take a lead role in sales efforts and in the education of its current and future clients on the benefits of establishing a successful cooperative contract. Our suite of marketing tools allows us to quickly and efficiently create customer-facing materials to communicate the benefit of purchasing through the agreement as well as showcase products, services and solutions offered to customers.</p> <p>Our company's founders are deeply rooted in public relations, sales and marketing and government affairs and we would leverage this experience, and our extensive professional network across government and media, for Sourcewell from day one. In addition, Advanta would leverage the nationwide network of NSI to increase awareness and adoption for current nonmembers in order to promote net new growth for Sourcewell and transition new contract awards.</p> <p>Advanta has an established network of multi-media communications channels such as blogs, social media campaigns, SEO optimization, targeted, segmented email campaigns and online advertising. We can reach health industry influencers, HR representatives, business administrators and contract decision makers at any scale and monitor engagement and interest with automated, measurable tools.</p> <p>Similarly, Advanta would create co-branded messaging campaigns and would anticipate that Sourcewell would promote these campaigns, as relevant, through its various messaging channels to its clients upon contract award. Advanta would anticipate that Sourcewell would include and distribute material about Advanta's services and solutions at respective trade shows it attends, as well.</p>
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>Advanta provides e-procurement through demo requests online forms directly through our website.</p>

Table 8: Value-Added Attributes

Line Item	Question	Response *
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Advanta Health educates and trains our clients directly about our suite of product offerings and services through meetings, video, webinars and automated onboarding guides. Onboarding training and education is typically fully executed within 30-days of contract signing so standard programs may be launched to employees immediately thereafter. Advanta charges a one-time onboarding fee based on a sliding scale of eligible members and any customized development requested.

41	Describe any technological advances that your proposed products or services offer.	<p>Our technology integrates directly into the world's largest healthkits, including AppleHealth, Fitbit, Google Fit, Garmin and Withings, a premier medical device tracking platforms. Any wearable compatible with these Health Kits is also compatible with our platform. We strongly believe in the democratization of wellness and leverage technology towards inclusivity, allowing members to bring their own technology or simply use their Smartphone no matter where they are on their wellness journey. Our unique Software-as-a-Service (SaaS) approach, gives Sourcewell clients access to a frictionless, constantly updated wellness incentive solution designed for easy onboarding for HR managers, wellness champions and members, alike. The technology creates explosive engagement opportunities with members returning to our platform 15-20x per month. We track, verify, collect and process millions of wellness data points per second from a Smartphone or any wearable which is compatible with the Health Kits and offer Sourcewell clients DIRECT access to that data, unlike many larger competitors in our space and at a fraction of the cost.</p> <p>Our proprietary geo-fencing technology allows Advanta to automatically track and validate member visits to any of the nation's 30K fitness and wellness facilities, removing dependencies on legacy gym networks.</p> <p>Technology Capabilities in the Advanta mobile platform</p> <p>Presence Detection</p> <p>-GPS Geofences</p> <p>Advanta generates a GPS Geofence for every gym facility in its database. This geofence allows Advanta to detect the presence of a member at a facility in order to grant a gym activity. Advanta uses a mix of proprietary and custom-built technologies as well as COTS technology for efficiently detecting geofence presence. The technologies allow the app to recognize when a member is at his or her facility without draining the mobile device's battery life. It does this by intelligently detecting when the app is close in proximity to the club by using very low power and infrequent pings. This throttles up as the member enters a virtual geofence and gets closer to the real geofence. Once the member is inside the geofence, the software will monitor the dwell time with a higher level of precision. Upon meeting the threshold defined in the software, the app will record the appropriate event that generates the activity towards the incentive.</p> <p>-BLE Beacon Proximity Detection</p> <p>Beacons are used to signal when a member has come in proximity to a mapped location. This can be used to detect when a member is at a gym or at a hosted wellness event. Beacons produce reliable sources of data that can be utilized for the attainment of activity information.</p> <p>Other Programs & Features</p> <p>-ActiveFit@Home</p> <p>ActiveFit@Home gives the member the ability to generate an activity event using custom at-home exercises. The member simply takes a picture using the built-in ActiveFit@Home feature of him or herself performing the activity then submits it for review. The review process is currently being handled manually, but there is an option to discard submissions that don't meet Advanta's standards automatically.</p> <p>-Virtual Fitness</p> <p>On-demand exercise options are an important trend in the "new normal" of wellness. Advanta provides live and on-demand streaming wellness content by a partnership with virtual fitness providers and secured via a custom-developed API (application programming interfaces) communication channel.</p> <p>-Mental Health</p> <p>Our proprietary algorithm developed in-house to help detect and manage emotional triggers of anxiety helps determine the best course of action based on a set of simple questions presented to the member.</p> <p>-Dynamic Segmentation Engine</p> <p>A proprietary segmentation engine powers our ability to send out targeted messaging based on activity levels, member demographics and engagement. The dynamic aspect of the technology allows us to do all of this in real-time without the need to pre-process data. This allows Advanta to generate personalized content at the moment a key event occurs in the system (e.g., an activity goal has been achieved). Additionally, this dynamic segmentation can build white label branded content that specifically targets a tenant (Client) in our multi-tenant system.</p>
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Our fully digital solution removes the need for paper-based tracking of administrative processes. All employees work 100% digitally in a sustainable office environment. In addition, our SaaS solution removes the need for hardware for our clients.</p>

43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	N/A	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Small Business Enterprise Certification, Hub Zone (pending approval), SAM Certified	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>Advanta Health brings to Sourcewell agile implementation and deep market experience. Our tech stack is unrivaled, as is our experience in the public sector, which spans all sizes and market sectors from one of the nation's largest Blue Cross Blue Shield plans, with over 1 million eligible members, to a 100 life corporation. Our programs are designed to use the latest mobile technology to validate member participation and to meet people where they are on their own personal wellness journeys. During COVID, when fitness facilities closed nation-wide, Advanta Health designed new, flexible technology solutions to drive at-home workouts along with new ways to be aware of and care for mental fitness and health. ActiveFit@home was designed and launched to production within 16 days at the start of the pandemic to help members keep physical activity top of mind. Within eight weeks, the new program logged more than 250,000 visits.</p> <p>Our programs create explosive engagement with active members visiting the platform 20-26x a month, on average, to complete a diverse array of wellness activities towards cash goals of up to \$240 per year.</p> <p>The program, offered to more than 1.5M members, was vibrant during COVID and tracked more than 45 billion steps from January to November. Since 2016, our platform has delivered millions in incentives to members who have reached their behavior goals. Our product's resale ability in self-insured populations is a proven revenue generator. APIs power and unite enterprise health and wellness data sets for clients to integrate with claims data.</p>	*

Table 9: Performance Standards or Guarantees

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

Line Item	Question	Response *
46	Describe any performance standards or guarantees that apply to your services	<p>As stated in our participation agreement, Advanta securely obtains and stores all confidential information and adheres to all HIPAA regulations & guidelines. Advanta has adopted policies and procedures including, but not limited to, the following:</p> <p>All employees have been trained on HIPAA rules and procedures and are required to undergo this intensive training every 2 years. All employees are required to sign a confidentiality agreement as a condition of employment. All policies and procedures related to information and physical security are frequently reviewed to ensure they are up to date and follow any new or revised regulations.</p> <p>We have implemented Information Security procedures such as:</p> <ul style="list-style-type: none"> Multi-Factor Authentication Automatic expiration of passwords Account lockouts upon numerous failed log-in attempts Transcripts and exhibits sent and received through secure file transfer (Citrix's ShareFile & SFTP) Data-at-rest encryption Secure data backups All subcontractors are required to sign a Business Associate Agreement agreeing to uphold our information security standards All visitors to our office are required to sign in in order to be granted access Automatic virus scans Any potential or actual breaches are logged, investigated and reported <p>We understand that keeping our client's information safe is of the utmost importance, and we take this very seriously when processing client and member information. Advanta Health Solutions, Inc., is committed to keeping all PHI (Protected Health Information) and sensitive information secure and to keeping our systems and procedures up to date and in compliance with all related regulations.</p>
47	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	<p>Advanta guarantees that its network will be available 99.99% of the time in a given month, excluding scheduled maintenance. Network uptime includes functioning of all network infrastructure including routers, switches and cabling, but does not include services or software running on your server.</p> <p>Infrastructure</p> <p>Advanta guarantees that the critical infrastructure systems will be available 99.99% of the time in a given month, excluding scheduled maintenance. Critical infrastructure includes functioning of all power and HVAC infrastructure including UPSs, PDUs and cabling, but does not include the power supplies on customers' servers. Infrastructure downtime exists when a particular server is shut down due to power or heat problems. Infrastructure downtime begins when a trouble ticket is opened and ends once the problem is resolved and the server is powered back on.</p>

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
48	Describe your payment terms and accepted payment methods.	All fees are due and payable within 30 days of the date of an invoice. Advanta accepts ACH, check, credit-card, tax-exempt payments	*
49	Describe any leasing or financing options available for use by educational or governmental entities.	N/A	*
50	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	<p>Advanta Health administers all contracts with careful and rigid documentation including:</p> <ul style="list-style-type: none"> Master Services Agreement Business Administration Agreement Quotation for Services Scope of Work Terms and Conditions <p>These documents guide our ability to administer Sourcewell contracts efficiently and accurately.</p>	*
51	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, with no additional fee.	*

Table 11: Pricing and Delivery

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

Line Item	Question	Response *
52	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Advanta Health offers different pricing configurations, with varying price points along with volume-based discounts for clients of a certain size. Advanta Health also provides digital streaming wellness content and mental fitness content through strategic partners. There are variables that impact pricing for those products. We standardly work on a Per Eligible Per Month pricing model but can support several price models-PEPM, PEPY, per enrolled and fixed fees, if needed.
53	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Advanta Health will reduce its per client implementation fee across the board by 30%.
54	Describe any quantity or volume discounts or rebate programs that you offer.	Advanta Health offers discounted Per Eligible Per Month pricing and implementation fees as a client population grows. Please refer back to pricing tiers outlined in the attached Advanta Health Solutions Pricing Proposal
55	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Advanta Health can secure product discounts for wellness devices and additional wellness services through its strategic alliances, and will supply a quote for each request, as needed.
56	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	One-time implementation fees and any custom software development required would fall outside the scope of services. Cash or other incentives for members who reach their wellness goals are not included in pricing tables but can be estimated or set at a fixed-fee during our quotation process, based on client budgets. Clients may leverage our messaging engine through Salesforce Marketing cloud for an additional fee and at cost.
57	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	All shipping will be provided at cost.
58	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	All shipping will be provided at cost.
59	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Advanta Health uses the latest QR code technology to distribute and track messaging on a nationwide scale. Automation and delivery methods such as this are what allow us to offer some of the lowest price points in our industry space for our clients.

Table 12: Pricing Offered

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

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
61	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Advanta Health's financial department has specific and detailed audit controls to verify compliance with its contracts. Finance team members will report sales and the proper administrative fees to Sourcewell on a quarterly basis or as otherwise agreed. In addition, upon negotiation and execution of its client contracts, each client has a specified Account Manager that will oversee the client's account and take part in the reporting of sales.
62	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	<p>Advanta Health aggregates and shares wellness data so Sourcewell clients have the benefit of real-time views into the health and wellbeing of their members. Advanta would provide a client portal to share enrollment and participation data, including physical activity, biometric data, usage, sleep, nutrition, and workout intensity. Sources of data include activity devices and blue-tooth enabled wellness equipment, as well as file feeds from HealthKits and partners who have been integrated into our solution.</p> <p>We would work with clients to create custom KPIs based on their diverse workforce, however some examples of metrics for the program include:</p> <p>35-43% of enrolled public sector members reach their incentive goal</p> <p>70-80% of enrolled members participate in wellness activities</p> <p>60% of our members reach their incentives by walking 10K steps or more</p> <p>Advanta will supply clients with monthly reports outlining the utilization and participation of employees in each client group.</p>
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Advanta Health proposes a sliding scale for the administrative fee based on the total actual annual revenue from Sourcewell clients. Please see the attached Administrative Fee Estimate provided.

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

Line Item	Question	Response *
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64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>Please see www.advantahealth.com and corresponding capabilities presentation for in-depth description of products and services.</p> <p>Solutions Overview Advanta believes in whole person health. From physical fitness and therapist-designed mental wellbeing programs to personalized nutrition tracking, meal plans and recipes - we are your holistic destination for ideas and inspiration. Our rewards go beyond healthy employees. At the core of Advanta's offerings are private-label wellness incentive programs that deliver cost-effective solutions to encourage people to become more physically active and personally responsible for their own health. We help public sector employers quickly and meaningfully enhance their wellness offerings, lower healthcare expenses and attract and retain a productive workforce. We help health payers enhance their fully insured and self-insured products, increase sales and profitability of strategic market segments, and drive high levels of member engagement.</p> <p>Advanta embraces and adopts the latest technology that has direct integration functionality with Google Fit, Apple Health, Fitbit, Garmin and Withings (and all their corresponding wearables) giving clients and members a new kind of flexibility and accountability with the technology they already own.</p> <p>Whether the programs are structured around financial incentives or other customized rewards, all of Advanta's incentive programs utilize our proprietary cloud-based technology, AdvantaConnect™, which automates all aspects of a program's delivery – from verifying eligibility to program and fitness facility selection and enrollment, through reporting and ACH payments – thereby eliminating burdensome and costly administration and increasing clients' satisfaction and return on investment (ROI). Clients simply and securely submit an eligible population and attend an onboarding call—we take care of the rest. Once launched, Advanta Member Services assists members directly, resulting in little to no ongoing maintenance from a client's HR team.</p> <p>Our proprietary integration with Salesforce Marketing Cloud allows us to deliver motivational messaging and messaging journeys which can be segmented by location, audience and demographic. Our own geo-location algorithm allows for the promotion and tracking of participation and dwell time at any of the nation's 30K fitness facilities along with additional health-related programs and events including Health Fairs, Vaccinations, Health Screenings, Nutritional Seminars, Financial Wellness Events etc.</p> <p>Customized programs Segmented by location, audience and demographic, we design the right solution for our clients to keep their members focused and engaged. Our standard program rewards members a cash incentive of \$20, up to \$240 a year for completing 12 wellness activities per month. A wellness activity will be earned when participants enroll in the program and complete any of the following: Walk 10K steps in one Day via SmartWalking Visit one of their designated fitness facilities* – including: yoga & Pilates studios, physical therapy centers, community centers and more. Our solution validates member participation at facilities via: Geolocation, GPS and Beacons. Complete an ActiveFit@Home® Activity. Members will get credit for their approved, home workout! Complete one of hundreds of live instructor-led or on virtual streaming fitness programs. Complete a Cognitive Behavioral Therapy based mental fitness workout for emotional health.</p> <p>The backend platform is a Software-as-a-Service platform that does not require any hardware for the client.</p>
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65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Please see www.advantahealth.com and corresponding capabilities presentation for in-depth description of products and services. Advanta Health uniquely offers wellness solutions along with the expertise to deploy, manage or customize all facets of technology for Sourcewell clients.</p> <p>Wellness Incentives Wellness Benefits Chronic Conditions Management Engagement Tools Population Health Wellness Marketing Software-as-a-service-Solutions I.T. Services and Support Applications Content Management Systems Search Engine Marketing Analytics Tracking Mobile Services Server Colocation Backup and Disaster Recovery Hosting Services</p>
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Table 14B: Depth and Breadth of Offered Equipment Products and Services

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

Line Item	Category or Type	Offered *	Comments
66	Wellness engagement programs and platforms	<input checked="" type="radio"/> Yes <input type="radio"/> No	Core capability
67	Biometric screening services and coordination	<input checked="" type="radio"/> Yes <input type="radio"/> No	Can supply through third-party partner
68	Wellness incentive management	<input checked="" type="radio"/> Yes <input type="radio"/> No	Core capability
69	Health coaching	<input checked="" type="radio"/> Yes <input type="radio"/> No	Can supply through third-party partner
70	Wellness program management and related services, such as data analytics, predictive modeling, wellness program branding, strategic planning, and on-site wellness center management, but only to the extent that such services are complementary to a proposer's offering of the solutions described in line items 66 - 69 above.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Core capability

Exceptions to Terms, Conditions, or Specifications Form

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

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - PROGRAM COST ESTIMATES & Discounts.pdf - Thursday May 19, 2022 12:38:18
 - [Financial Strength and Stability](#) - Advanta Health Solutions Financials.pdf - Thursday May 19, 2022 12:40:11
 - [Marketing Plan/Samples](#) - Marketing Plan Samples.zip - Thursday May 19, 2022 13:09:29
 - WMBE/MBE/SBE or Related Certificates (optional)
 - Warranty Information (optional)
 - [Standard Transaction Document Samples](#) - Standard Transaction Document Samples.zip - Thursday May 19, 2022 13:19:54
 - Upload Additional Document (optional)

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Courtenay Higgins, President, Advanta Health Solutions, Inc.

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

Yes No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_6_Wellness_Engagement_Programs_Solutions_RFP_051922 Tue May 10 2022 11:14 AM	<input checked="" type="checkbox"/>	1
Addendum_5_Wellness_Engagement_Programs_Solutions_RFP_051922 Fri April 29 2022 04:12 PM	<input checked="" type="checkbox"/>	1
Addendum_4_Wellness_Engagement_Programs_Solutions_RFP_051922 Mon April 25 2022 04:11 PM	<input checked="" type="checkbox"/>	4
Addendum_3_Wellness_Engagement_Programs_Solutions_RFP_051922 Tue April 19 2022 04:25 PM	<input checked="" type="checkbox"/>	1
Addendum_2_Wellness_Engagement_Programs_Solutions_RFP_051922 Thu April 14 2022 04:33 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Wellness_Engagement_Programs_Solutions_RFP_051922 Tue March 29 2022 03:51 PM	<input checked="" type="checkbox"/>	2