

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

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and SWORD Health, Inc., 65 East Wadsworth Park Drive, Suite 230, Draper, UT 84020 (Supplier).

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

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

1. TERM OF CONTRACT

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

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

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

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

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

3. PRICING

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

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

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

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

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

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

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

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. 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. Supplier may require the execution of a service agreement executed between the Participating Entity and Supplier addressing its terms of use and privacy policy. 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:

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 Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

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

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

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

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

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

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

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

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

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any negligent act or omission, or willful or intentional misconduct, 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, stored, used, maintained, or disseminated by the Supplier under this Contract. Sourcewell and Supplier acknowledge that compliance with the Minnesota Government Data Practices Act extends only to that data to which the Act applies.

Supplier, Sourcewell and Participating Entities accessing this Contract will comply with all applicable federal and state laws and regulations (including without limitation and by way of example, the Health Insurance Portability and Accountability Act, as amended from time to time) relating to the confidentiality, privacy and security of data related to individuals accessing the Services under a Participating Entity purchase order and to the maintenance, uses and disclosures of protected health information.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*
 - a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
 - b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.
5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices

prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any 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-Completed operations

\$2,000,000 general aggregate

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

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. 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 not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

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

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

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

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

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

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

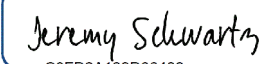
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

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

Sourcewell

SWORD Health, Inc.

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 3/24/2022 | 9:08 PM CDT

DocuSigned by:

By: 692CCB3B114E494...
Virgilio Bento
Title: CEO
Date: 4/6/2022 | 4:56 PM CDT

012722-SWD

Approved:

DocuSigned by:

By: 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 4/6/2022 | 5:58 PM CDT

RFP 012722 - Digital Health Products and Solutions

Vendor Details

Company Name:	SWORD Health, Inc.
Does your company conduct business under any other name? If yes, please state:	In addition to SWORD Health, Inc., our professional services are conducted under SWORD Health Care Providers, P.A.
Address:	65 East Wadsworth Park Drive, Suite 230 Draper, UT 84020
Contact:	Ross Reavis
Email:	ross@swordhealth.com
Phone:	312-826-4121
Fax:	801-206-3433
HST#:	83-4333673

Submission Details

Created On:	Friday December 10, 2021 15:57:57
Submitted On:	Thursday January 27, 2022 09:00:38
Submitted By:	Ross Reavis
Email:	ross@swordhealth.com
Transaction #:	03530f4d-2ed9-4738-9525-fd759d542e0a
Submitter's IP Address:	104.153.228.54

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")	SWORD Health, 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 DUNS number:	117495769	*
5	Proposer Physical Address:	65 East Wadsworth Park Drive Suite 230 Draper, UT 84020	*
6	Proposer website address (or addresses):	www.swordhealth.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):	Virgilio Bento CEO 65 East Wadsworth Park Drive, Suite 230 Draper, UT 84020 legal@swordhealth.com 385-308-8034	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Ross Reavis Regional Vice President, Sales 65 East Wadsworth Park Drive, Suite 230 Draper, UT 84020 ross@swordhealth.com 312-826-412	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	N/A	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
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10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	SWORD Health was founded in 2014 born out of a real-world-problem. 1 in 2 US adults suffer from at least one musculoskeletal disorder (back, joint, tendon, and/or ligament disorder) each year. Physical therapy is widely recognized as the gold-standard of care, however, more than 50% of individuals drop out of physical therapy after just four in-person session. This is a result of high copays, limited accessibility and availability of providers, and the challenges associates with attending in-person therapy 3-5 times per week which often requires a working adult to take time off work they cannot spare. Consequently, too often individuals turn to prescription painkillers (opioids) and invasive intervention, such as surgery which has as much as a 70% failure rate. SWORD Health is a digital health product and solution used to address musculoskeletal conditions from the comfort of home. Our program leads the industry as the most clinical-grade solution because it uses clinical experts, Doctors of Physical Therapy, and FDA-listed motion capture technology to provide the member with real time exercise feedback and equip the Physical Therapist with high-quality data to appropriately tailor the program to the member's needs and physical limitations. SWORD holds ~80% of the technology patents in virtual MSK space and the technology is used to enhance the member experience and augment the Physical Therapists ability to make data-driven decisions, despite not being with the member face-to-face. The technology, referred to as a Digital Therapist, consists of both wearable sensors and computer vision technology. The technology used depends largely upon the condition and joint being addressed. Members are guided through an exercise therapy routine using the Digital Therapist, which is designed specifically for them after an initial video call with a SWORD Doctor of Physical Therapy. All joints and conditions are covered with 98% of members being appropriate for our virtual MSK program. The remaining 2% are navigated to in-network, in-person providers (i.e. if they have a contraindication to our home-based program). SWORD Health is the only musculoskeletal (MSK) program that has FDA-listed technology that helps detect exercise movement errors and corrects them in real time giving the member the confidence they are moving correctly despite care being delivered virtually. Our core values include the following: - Do it for the patients - Deliver more than expected, always - You only fail if you fail to learn - Success belongs to everyone, failure belongs to everyone - Embrace change - Stay thrifty	*
11	What are your company's expectations in the event of an award?	Our expectation is to have the opportunity to accelerate conversations with Sourcwell entities to increase awareness and adoption of our clinical-grade solution. We have an existing and seasoned sales team and view a contract with Sourcwell as a partnership that will help us accelerate the contracting and procurement process for public entities as well as provide best-in-class pricing and contractual terms.	*
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.	SWORD Health is supported and financially backed by many of the most well-known Venture and Growth Equity investors in the world including General Catalyst, Khosla Ventures, Transformation Capital, Founders Fund, BOND Capital and others. We closed 2021 having raised more than \$320M in total funding and have more than 160 revenue generating employer clients. We are partnered with more than 10% of the fortune 50 employers and have a most recent valuation of \$2B. As a result, the company maintains significant cash balances and minimal debt. Additional information and references available upon request under NDA.	*
13	What is your US market share for the solutions that you are proposing?	As of January 2022, SWORD Health supports more than 160 employers with Digital MSK. This includes more than 10% of fortune 50 employers. Furthermore, we are being awarded 3 out of 4 deals when we are evaluated head-to-head against comparable products/solutions. SWORD Health has coverage and supports patients in all 50 US states.	*
14	What is your Canadian market share for the solutions that you are proposing?	SWORD Health recently expanded to the Canadian market in Q3 2021. Our expansion was driven primarily by the needs of our existing customers. While our market share is still relatively minimal in Canada, we currently are capable of supporting Canadian employers from coast-to-coast with our services.	*
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?	SWORD is a private corporation offering Digital musculoskeletal wellness services in the US, Canada, and other international markets. We have our own in-house sales team which, at the time of this RFP, consists of 60 SWORD Health employees. The sales team undergoes ongoing training so as to have highly efficient and scalable sales processes with quality results. Our service is delivered by licensed Doctors of Physical Therapy, and our product is developed and distributed through the SWORD Health entity. We do this to ensure the integrity, security, and quality of our product and service.	*
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.	Every SWORD participant is paired with a Doctor of Physical Therapy who must be a graduate of a CAPTE-accredited program and pass the National Physical Therapy Examination (NPTE) and obtain licensure. They must possess a minimum of 3 years of work experience in the clinical setting before we consider them for employment, although most of our PT's have significantly more experience. We also hire with a preference for experience in using behavioral change skills such as motivational interviewing and cognitive behavioral therapy tools. In addition to the credentials and work experience we require, SWORD has high standards regarding the people skills of our physical therapists. We exclusively hire clinicians who display natural empathy, high emotional intelligence, and quality character.	*
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	SWORD Health has been focused on validating the clinical rigor of our solution and worked toward achieving our latest certifications from the Validation Institute for Level 1 and Level 2. A Level 1 certification validates a hard ROI, showcasing that we've saved clients, on average, \$2,472 per patient per year. Our Level 2 Certification is a clinical third-party validation of our data and clinical outcomes. When it comes to security and our product, we obtained SOC-2 Compliance and HITRUST Certification in 2020. Paired with our FDA listing, this makes us the first solution in digital MSK to achieve all three. In 2019, we achieved the UCSF Digital Health Award for Best Employer Wellness & Prevention Company, and in 2020, we were listed as a finalist in the Employer Cost Savings category.	*
20	What percentage of your sales are to the governmental sector in the past three years	At the time of this RFP, 9% of our current signed clients are government entities.	*
21	What percentage of your sales are to the education sector in the past three years	At the time of this RFP, 2% of our sales are to the education sector.	*
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?	N/A	*
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 Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Reference can be provided upon request under NDA. We have more than 160 US customers and are happy to connect you to references in a coordinated effort.	Reference can be provided upon request under NDA. We have more than 160 US customers and are happy to connect you to references in a coordinated effort.	Reference can be provided upon request under NDA. We have more than 160 US customers and are happy to connect you to references in a coordinated effort.	*
Reference can be provided upon request under NDA. We have more than 160 US customers and are happy to connect you to references in a coordinated effort.	Reference can be provided upon request under NDA. We have more than 160 US customers and are happy to connect you to references in a coordinated effort.	Reference can be provided upon request under NDA. We have more than 160 US customers and are happy to connect you to references in a coordinated effort.	*
Reference can be provided upon request under NDA. We have more than 160 US customers and are happy to connect you to references in a coordinated effort.	Reference can be provided upon request under NDA. We have more than 160 US customers and are happy to connect you to references in a coordinated effort.	Reference can be provided upon request under NDA. We have more than 160 US customers and are happy to connect you to references in a coordinated effort.	*

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 *	
Hidden - sharable under NDA	Government	West Virginia - WV	SWORD Health Virtual Musculoskeletal Program	~15,000 eligible lives	~\$900,000 annually ~\$1,350,000 in guaranteed savings annually	*
Hidden - sharable under NDA	Education	California - CA	SWORD Health Virtual Musculoskeletal Program	~10,000 eligible lives	~\$600,000 annually ~\$900,000 in guaranteed savings annually	*
Hidden - sharable under NDA	Education	Michigan - MI	SWORD Health Virtual Musculoskeletal Program	~7,000 eligible lives	~\$420,000 annually ~\$630,000 in guaranteed savings annually	*
Hidden - sharable under NDA	Education	Alaska - AK	SWORD Health Virtual Musculoskeletal Program	~16,000 eligible lives	~\$960,000 annually ~\$1,440,000 in guaranteed savings annually	*
Hidden - sharable under NDA	Education	Alaska - AK	SWORD Health Virtual Musculoskeletal Program	~900 eligible lives	~\$54,000 annually ~\$81,000 in guaranteed savings annually	*

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 *
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26	Sales force.	We have 60 full-time employees on the sales team. Territories are assigned based on employer size and geography to maximize efficiency and scalability. We utilize an industry leading CRM to track opportunities and ensure a smooth sales cycle. We have marketing tools that allow for scalable sales outreach with the ability to run multiple complex sales strategies simultaneously. We write, design, and launch our own marketing materials and have the ability to customize them based on channel partners (e.g. Sourcewell co-branded). Content we develop includes pitch decks, whitepapers, PDFs, one-pagers, decision-making tools, testimonial videos, demos, and more.	*
27	Dealer network or other distribution methods.	N/A	*
28	Service force.	Our services are delivered by a Doctor of Physical Therapy. We maintain a ratio of one physical therapist for every 100-120 active participants.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	During the sales process, a Sourcewell entity will indicate they are ready to move forward with activating SWORD Health's services. The Sales Representative pulls in a Customer Success Manager, Member Marketing Manager, and an Implementation Manager. Together, this team activates services for the entity, typically a 6-week process. During this time, the Sales Representative and Implementation Manager are working together to get the services live. After the program goes live, the Customer Success Manager and the Member Marketing Manager continue working with the entity to ensure program success. SWORD Health is the sole distributor and supplier of all technology, services, and materials offered to the Client population. We do this to maintain the security and integrity of the product. These materials include a locked tablet and inertial motion sensors, all produced and distributed by SWORD Health Technologies.	*
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.	SWORD has developed a customer support model in which their assigned Doctor of Physical Therapy (DPT) is their primary support contact. We've found this to be the most effective and popular model from the member's point of view since the DPT has the context of their experience and is able to provide timely resolution. SWORD PTs are trained to be highly responsive and provide their company-issued cell phone numbers so that participants can reach out to them by phone call, text, or chat in the SWORD mobile app. If the DPT is unable to resolve an issue, they will involve the appropriate SWORD team member to resolve the issue and see the issue to resolution. If a member has a question about the program before they are enrolled and assigned a DPT, they can reach out to the concierge SWORD is willing to assign to the client. In addition to the DPTs, who are all US-based employees, we also have support team members located in Salt Lake City and Porto, who are looped in as needed. We also have a technical support team during off-business hours to assist with any issues that arise in case the assigned DPT cannot provide assistance. SWORD Health agrees to make services available 99.5% of the time, as measured over the course of any calendar-month period, excluding downtime due to scheduled maintenance or any force majeure event.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	SWORD Health provides coverage across the US in all 50 states and is equipped and staffed to support all Sourcewell entities with its virtual musculoskeletal program.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	SWORD Health provides coverage coast-to-coast in Canada and is equipped and staffed to support all Sourcewell entities with its virtual musculoskeletal program.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We do not foresee any hindrances or limitations in the US or Canada that would prevent us from fully serving through the proposed contract.	*
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?	We are not aware of any conflict that would prevent us from promoting a Sourcewell contract across your membership.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no specific contract requirements or restrictions needed for participating entities in Hawaii, Alaska, or in US Territories in order to fully serving through the proposed contract.	*

Table 7: Marketing Plan

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	We would add all Sourcewell entities to our CRM (either by getting a file from Sourcewell or by extracting them from your website). We would label all of these accounts with a Sourcewell tag so our sales team understands the ability to sell to these entities via the Sourcewell contract that has been awarded. Sales leadership will train the sales team on the contract specifics and our Business Development Managers will create engaging sales campaigns that will prospect Sourcewell entities to engage with our sales team to learn more about the benefits of the program. If desired, we can also appoint a sales lead for Sourcewell to ensure a comprehensive sales strategy is being developed and utilized across the sales team. Marketing strategies may include email, social media ads, search engine ads, mailers, webinars, and more. We welcome the opportunity to discuss this further with Sourcewell so that we can implement historical best practices and obtain any insights they may help us be successful.
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	We utilize Salesforce as our CRM, Sales Loft to develop and send batch prospecting emails, and Zoom to host discovery calls and perform live demos. We collect cookies on our website which can be used for digital ad retargeting and we send out engaging mailers to help educate buyers on the value of SWORD Health. We perform webinars which can be attended by numerous Sourcewell entities simultaneously. Although not required, we'd be interested in discussing how we can partner with you to improve awareness for your entities (i.e. Sourcewell sponsored webinars where we present, sharing of key contracts for us to prospect, co-branding of our sales materials using Sourcewell logo and preferred language, etc). The idea will be to leverage the trust of your brand to accelerate awareness and adoption.
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?	We view the promoting of contracts as our responsibility here at SWORD. We know our product very well and are extremely articulate at communicating the value proposition to buyers. We would like to discuss ways Sourcewell can add value, such as by providing contacts of entities that may have expressed interest in our services prior to the RFP being released, ways we can co-brand marketing materials, input on a public sector landing page on our website using your logo (if approved), to name a few.
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.	We will soon be launching an e-procurement tool that will allow employers to active our services on demand by filling out some information and uploading a list of their members who are eligible to use our services. This is a tool that we could implement for this population, if it makes sense, however, we will need to scope this out better to understand if it is the correct pathway. We see more value in deploying our sales team to direct sell to Sourcewell entities.

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.	Every participating entity will get the following resources standard: 1) Implementation Manager - SWORD employee that ensures the program is implemented successfully and is an easy process for the participating entity 2) Customer Success Manager - SWORD employee that ensures the program is performing successfully and all performance guarantees are met 3) Member Marketing Manager - SWORD employee that builds a communication strategy and creates the communication content (i.e. emails, mailers, webinars, etc) so that the employees of the participating entity are aware of what the program is and how to participate in the program if/when it is needed In total, these employees makes the implementation of SWORD very easy for the participating entity For the sake of security and integrity of our product, SWORD Health offers all tech support and product maintenance. For ease of use, we make our technology and ongoing enhancements simple to navigate. Our internal FTE engineering and AI teams oversee maintenance, ensuring our product can receive regular software updates every 4-6 weeks without any lift on the member side.

41	Describe any technological advances that your proposed products or services offer.	SWORD Health has advanced wearable technology that is FDA-listed. We hold more than 20 technology patents (~80% within the industry) that make our virtual musculoskeletal program the most accurate and reliable on the market. Our Digital Therapist Kit maintains a SWORD-operated Operating System and is locked, meaning members cannot access other apps or use the tablets for unrelated purposes. Our sensors are up to 4x more accurate than the human eye and take more than 5,000 movement samples per second to accurately map member's exercises movement 3-dimensionally in real time. Coupled with our algorithms, SWORD Health is the only program capable of detecting and correcting movement errors for more than 5,000 movements and over 200 exercises. Furthermore, our advanced technology enhances the ability of our Doctors of Physical Therapy to make intelligent decisions about each member's care plan using their exercise performance data. Based on this information, our PTs are able to augment each member's exercise plan according to their needs and keep them progressing at a comfortable pace.	*
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.	By nature, the SWORD Health mission responds to the global climate crisis by being an at-home digital MSK solution, reducing how much time people spend in the car on their way to appointments. In 2021, our members completed over 7 million minutes of physical therapy from home. This equates to ~350,000 PT sessions which, in an in-person setting, would have required, on average, 12-30 minutes of driving to and from appointments. That suggests that upwards of 21M driving minutes were saved by the SWORD Health solution. Additionally, our inherent global footprint has allowed much of the SWORD workforce, including our PTs, to work from home. Reducing the size and need of large office buildings is another measure which makes SWORD environmentally conscious. Our company is 100% paperless. All records are maintained electronically. Our users' Digital Therapist technology is recycled and refurbished if returned following strict sanitation procedure. We have placed our focus thus far on certifying our clinical efficacy and have not sought certification for our green initiatives.	*
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.	SWORD seeks to create sustainable, mutually beneficial relationships with diverse suppliers. To achieve this goal, we are tracking our vendor relationships with minority-, women-, and veteran-owned businesses. SWORD recognizes that a successful program establishes a growing and diverse supplier portfolio that reflects the customer base of the communities we serve and creates a competitive advantage. The large majority of our Physical Therapists are women, and we have additionally hired veterans and minorities.	*
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?	We are the only virtual service provider in the market that provides the following: - 100% of care designed and delivered by licensed Doctors of Physical Therapy who assess member virtually via a 30-minute onboarding call and continue working with the member through a 8-12 week program with an average of 3-4 interactions per week. - Our superhuman tech (sensors and computer vision) helps educate participants on proper form and function of exercises in real-time by detecting and correcting movement errors. We hold 80% of the technology patents in the industry and our technology is FDA-listed, ensuring the highest quality and precision - Our Doctors of Physical Therapy use the performance data of the participant to augment their exercise therapy program. Despite being providing virtual care, our technology gives the PT up to 4x greater accuracy than if they were assessing a patient in an in-person setting. The PT can enforce range of motion restrictions, modify exercises, assign new more challenging exercises, and more. On average, our PT communicate with members 2-3 times per week and host reassessment call via video call every 4 weeks in the program	*

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	The following performance guarantees apply to every participating Sourcewell entity contracting services through the contract proposed in this RFP: — 1.5x Return-on-Investment (ROI) - By implementing SWORD, we guarantee it will generate cost savings at 150% the fees paid or greater. We place 100% of our fees at-risk tied to this performance guarantees — >40% pain reduction - By implementing SWORD, we guarantee a pain reduction across the population of at least 40%. We place 5% of our fees at-risk tied to this performance guarantee. — >7.5 out of 10 member satisfaction - By implementing SWORD, we guarantee a members will be satisfied with the program. We place 5% of our fees at-risk tied to this performance guarantee. Performance guarantee calculations must have a minimum of 100 participants to ensure a high confidence interval.
47	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	N/A

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
48	Describe your payment terms and accepted payment methods.	SWORD Health will invoice the Sourcewell client monthly in arrears for the services. Payments shall be paid net thirty (30) days from receipt of an undisputed invoice. Payment can be made by check, EFD, or other agreed upon methodology.
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.	Order forms, Description of Services/SOW, Terms and Conditions, Business Associate Agreement. Attached is our standard agreement (SWORD BAA Sample) and forms for review. We'd request to build an order form in tandem with Sourcewell that contains the necessary language and information needed to active services under a Sourcewell contract.
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

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.	SWORD Health is engagement-based pricing with an annual maximum cost per participant. This allows Sourcewell entities to activate SWORD services without any implementation costs or upfront fees. For Sourcewell entities utilizing the Sourcewell contract, SWORD is discounting enrollment fees to be a \$950 maximum investment per enrolled participant for 12-months of unlimited access, unlimited conditions, and unlimited exercise sessions. Furthermore, SWORD is separating this annual maximum investment into three engagement milestones: 1) \$450 at time of enrollment (includes Digital Therapist Kit, first video assessment, and plan of care development) 2) \$250 after patient completes their 3rd exercise therapy session 3) \$250 after patient completes their 9th exercise therapy session After this, no additional fees are charged. On average, patients complete 36.63 sessions. Collectively, this engagement based model represents a 20% discount off the standard engagement-based pricing model that Sourcewell entities would otherwise receive without a Sourcewell contract.
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.	Pricing proposed in this RFP represents a 20% discount for Sourcewell entities.
54	Describe any quantity or volume discounts or rebate programs that you offer.	N/A
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.	Sourced, open market, or non-standard options will be priced on a case-by-case basis upon request and will apply to the proposed annual administrative fee paid to Sourcewell.
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.	None. There are no implementation fees to active our services, no administrative fees outside the engagement-based pricing, and no setup fees to integrate to existing services or provide branding customization.
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 freight, delivery, and shipping of our Digital Therapist Kit is included in the cost of the SWORD Health program. There are no additional fees to Sourcewell, the participating entity, or the SWORD member to receive the required supplies to participate in the program.
58	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	SWORD is available in Alaska, Hawaii, and Canada and we have existing customers in each of these geographies. Freight, shipping, and delivery of our Digital Therapist Kit is included in the cost of the program already. No additional fees are incurred.
59	Describe any unique distribution and/or delivery methods or options offered in your proposal.	There are no shipping costs incurred by the participating entity or member enrolling in SWORD. The program fees include shipping the Digital Therapist Kit to the member and shipping the kit back at program completion (unless the member chooses to keep the kit). If a kit is damaged in transit or the member breaks the kit for any reason, SWORD will ship out a new kit to the member at no additional cost.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
60	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	\$950 maximum investment per enrolled patient for 12-months of unlimited access, unlimited conditions, and unlimited exercise sessions. Annual fee is separated into three engagement milestones: 1) \$450 at time of enrollment (includes Digital Therapist Kit, first video assessment, and plan of care development) 2) \$250 after patient completes their 3rd exercise therapy session 3) \$250 after patient completes their 9th exercise therapy session After this, no additional fees are charged. On average, patients complete 36.63 session.

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.	SWORD has a finance department with specific and detailed audit controls in place to verify compliance with its contracts. Finance team members will report sales and the proper administrative fees to Sourcewell on a quarterly basis, unless otherwise agreed upon. In addition, upon execution of its client contracts, each client has a designated Customer Success Manager that will oversee the client's account and participate in the reporting of sales. We propose the use of an order form that will serve as a contractual rider to the Sourcewell contract. This allows for timely communication to Sourcewell for new entities activating SWORD services and ensures the Sourcewell entity obtain proper pricing and terms.
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.	- Number of Sourcewell entities contracted vs opportunities (general and geographically parsed) - Number of employees/members enrolled in the SWORD Health program vs the total number of eligible members (general and entity-specifically) - Pain reduction across all participating entities - Surgery utilization reduction across all participating entities - Medication consumption (opioid) reduction across all participating entities - Depression reduction across all participating entities - Anxiety reduction across all participating entities - Work productivity gains across all participating entities - ROI/cost savings across all participating entities - Member satisfaction across all participating entities - Member quotes and testimonials across all participating entities
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.)	We propose a sliding scale based on the total actual annual revenue derived from Sourcewell clients using the awarded contract, as follows: \$1 - \$500,000 in total annual revenue to SWORD = 2% Administrative Fees to Sourcewell \$500,001 - \$3,000,000 in total annual revenue to SWORD = 3.5% Administrative Fees to Sourcewell \$3,000,001 and above in total annual revenue to SWORD = 5% Administrative Fees to Sourcewell

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

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Services: Virtual musculoskeletal (MSK) care using licensed Doctors of Physical Therapy. We provide unlimited access to a Physical Therapist for a full 12-months from the time of enrollment who will provide a personalized exercise therapy plan tailored to a member's individual needs. Members can manage a wide variety of conditions spanning acute pain, sub-acute pain, chronic MSK disorders, and pre/post surgical rehabilitation. Multiple conditions can be addressed within the same 12-month period and do not incur additional charges for the participating entity/employer. Too, we have a prevention program called SWORD+ that is included for participating entities activating SWORD's Virtual MSK Care services. This prevention program provides individuals with expertly curated content that educates them on the importance of good overall musculoskeletal health and how to implement lifestyle changes that encourage good physical health. It also educates the individual on how to incorporate stretching and exercise into their daily routines. Another feature of the prevention program is SWORD On-Call, which gives the participating entities members 24/7 free access to a Doctor of Physical Therapy who can help answer questions related to musculoskeletal health and help steer the member to appropriate interventions. Equipment: Our program provides each participant with our Digital Therapist Kit, which consists of our FDA-listed technology. This includes a tablet, anywhere from 2-5 wearable sensors depending on the body part being treated, a tablet stand, charging cables, welcome pamphlet, and sensor straps. This equipment is locked and can only be used for the SWORD Health program, ensuring quality and precision of the feedback being collected for the Physical Therapist. If needed, we will send the patient a Wi-Fi hotspot if they do not have internet or it is not reliable. The member is able to keep this device, even after completing the program (incurring no costs). Otherwise, they are welcome to return the kit where it will be refurbished and sanitized for the next patient. Many choose to keep the equipment, as they enjoy working with our Digital Therapist even after completing care. If this is the case, the member is transitioned into a maintenance program and retains access to their Doctor of Physical Therapy should they have a new or recurring MSK condition.
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	- Digital MSK - Virtual MSK - Bloom -Women's Health - SWORD+ - Prevention Program - Cognitive Behavioral Therapy (CBT) - part of the Digital MSK offering

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	Physical point solutions	☒ Yes ☐ No	Our entire offering is a physical point solution offering	*
67	Digital health coaching	☒ Yes ☐ No	All health coaching is provided by means of our Doctors of Physical Therapy, clinical experts in movement and physical health	*
68	Engagement and utilization applications and platforms	☒ Yes ☐ No	We have our proprietary Digital Therapist which consists of a tablet, wearable sensors, computer vision, and sensor straps to place them easily on your body. We also have a mobile app that allows the member to access educational content and communicate with their physical therapist easily.	*
69	Risk management solutions	☒ Yes ☐ No	We help employers build a stronger and healthier workforce that in turn will help mitigate injuries and poor movement patterns.	*
70	Condition specific solutions, including, but not limited to: i. Musculoskeletal health; ii. Diabetes prevention and management; iii. Hypertension; iv. Weight loss; and, v. Infertility (Use the Comment field to specify what conditions apply)	☒ Yes ☐ No	Musculoskeletal Health	
71	Services and technology related to the offering of the solutions described in Lines 66-70 above.	☒ Yes ☐ No	Tailored musculoskeletal care plans designed by Doctors of Physical Therapy. A Doctor of Physical Therapy works with each member to help them better manage pain, decrease medication consumption, reduce likelihood of surgical interventions, and increase productivity. We also help decrease anxiety and depression. The technology that we deploy is our FDA-listed Digital Therapist to ensure members are doing exercises correctly, maintain accountability, and adjustments to the care plan are made accordingly.	

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](#) - Sourcewell_Proposed Pricing and Admin Fees (2).pdf - Wednesday January 19, 2022 16:31:38
- Financial Strength and Stability (optional)
- [Marketing Plan/Samples](#) - Sample Marketing Materials.zip - Wednesday January 19, 2022 16:32:19
- [WM8E/M8E/S8E or Related Certificates](#) - SWORD Health Validations.zip - Wednesday January 19, 2022 16:33:21
- [Warranty Information](#) - Sourcewell Contract - Edits (1-26-22).docx - Thursday January 27, 2022 08:56:00
- [Standard Transaction Document Samples](#) - Sourcewell_MSA_template (2).docx - Wednesday January 19, 2022 16:34:43
- [Upload Additional Document](#) - SWORD Overview and Video Clips.zip - Wednesday January 19, 2022 16:35:07

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. - Ross Reavis, RVP, Sales, SWORD Health, Inc.

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

☒ Yes ☐ No

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

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

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

**AMENDMENT #1
TO
CONTRACT # 012722-SWD**

THIS AMENDMENT, effective upon the date of the last signature below, is by and between **Sourcewell** and **Sword Health, Inc.** (Supplier).

Sourcewell entered into a contract with Supplier (012722-SWD) to provide Digital Health Products and Solutions (Contract).

Supplier requested to modify its pricing model in the Contract.

The parties wish to modify the Contract.

NOW, THEREFORE, the parties amend the Contract as follows:

Table 11: Pricing and Delivery, Line 52 of the Proposal is deleted in its entirety and replaced with the following:

Sword Health offers an Outcome Pricing model, assuring clients are never charged in full, unless a member is reporting positive clinical change. Additionally, Sword Health offers a cap on Average Cost per member per year, if all three care solutions (Thrive, Bloom, Move) are included in the contract and co-marketed. This pricing model and fee cap allow Sourcewell entities to activate Sword without any implementation or up front fees and to accurately budget. Sword Health is offering Sourcewell entities our standard price and pricing model, detailed below.

Outcome Pricing model:

Maximum Total Price Per Member Per Year (PMPY): \$1,000 (Thrive and Bloom); \$500 (Move). Other solutions (Predict, Academy, On Call) are free of charge.

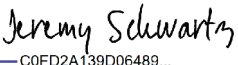
Cap on Average Cost per member per year: \$799 per year. Includes enrollments in multiple programs, without limitations, and unlimited sessions - as we want our members to recover fully whether that takes 9 or 99 sessions. At the end of the program year, if the total fees Sword billed the client is greater than the # billable members x \$799, we will credit the client back the difference in fees.

We created a pricing structure where we bill in two separate stages that are directly tied to member outcomes (as outlined below):

- **The first 50% billed at Activation.** Activation is when a member either holds a live intake call with their Doctor of Physical Therapy or completes their first session with a biofeedback device. Members need to enroll, take action, and show up.

- **The second 50% is billed if & when a member achieves positive (>5 rating on a scale of 1-7) improvement** as measured by the clinical gold standard for patient improvement called the Patient Global Impression of Change.

Except as amended, the Contract remains in full force and effect.

Sor Signed by:

By: C0FD2A139D06489...

Jeremy Schwartz, Chief Operating and
Procurement Officer

Date: 11/7/2025 | 3:30 PM CST

Sw Signed by:

By: CA057B26FD9E45E...

Cory Good
VP, Public Sector

Date: 11/7/2025 | 1:57 PM CST