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June 26, 2026

VIA EMAIL (hcmo.info@oha.oregon.gov)

Oregon Health Authority
Health Care Market Oversight Program
800 NE Oregon Street, Suite 772
Portland, OR 97232
Attn: Sarah Bartelmann, MPH, Cost Programs Manager

Dear Ms. Bartelmann,

We are submitting this letter in response to Section C. Supplemental Request for Information ("RFI") from your correspondence dated May 13, 2026, relating to the Notice of Material Change Transaction involving Talkspace, Inc. ("Talkspace") and Universal Health Services, Inc. ("UHS").

Please find responses to the RFI below and in the attached Appendix. We are also providing an updated redaction log with this response to the RFI.

C. Supplemental Request for information

Following its initial review of your incomplete submission, OHA has determined it will need the following information to inform the preliminary review once the notice is complete. You must include a completed HCMO-5 Certification form with your submission.

Client Payment for Talkspace Services

1. Describe the Talkspace payment model for self-pay clients (i.e., clients that are not utilizing health insurance, employee assistance program, or other benefit program coverage for Talkspace services).

    a. Must a client purchase a subscription-based plan or can services be paid for on a per-service basis?

Yes, a self-pay therapy client must purchase a subscription-based plan, which can be organized as a determined number of sessions per month (up to 4 live sessions) that can be used at any time, as desired by the client. The subscription-based plans are recurring — billed automatically on either

a monthly, quarterly, or biannual basis — with the billing frequency chosen by the self-pay client when the client signs up for the subscription-based plan. Billing starts once a client is matched with a provider. The client will be billed automatically at the start of each billing cycle on the same day the client signed up. A few days before the client's subscription renews, the client will receive an email reminder, giving the client time to pause their subscription and billing for a week, or cancel their plan, if needed.

In addition to the designated number of live sessions available at a given subscription level, self-pay clients may purchase extra live session credits for $65 each when scheduling sessions.

b. What subscription plan options are offered? Please describe the price, renewal or cancellation terms, the services that are covered or not covered, and any additional fees for services not covered by the subscription price.

Subscription plan options are outlined below. There are no contracts and self-pay clients may cancel their subscription at any time. Self-pay clients may also pause their therapy subscription for up to seven days at a time if they or their therapist are unavailable for a short period of time or are on vacation, so the self-pay client does not pay for any unused days during the pause period.

Therapy:

Talkspace arranges for psychotherapy via unlimited asynchronous, end-to-end encrypted text, audio, and video messaging counseling, as well as scheduled, synchronous live video counseling sessions, from licensed psychologists, social workers, marriage and family therapists, and professional counselors (each a "Provider") ("Therapy").

Individual Therapy self-pay subscription options include:

Subscriptions	**Cost**	**Services Include**
Messaging Therapy	Starting at $69	Message your therapist any time and receive responses 5 days/week.
Video + Messaging Therapy	Starting at $99	Message your therapist any time and receive responses 5 days/week. Receive up to four 30-min live virtual counseling sessions per month.
Video + Messaging + Workshops	Starting at $109	Message your therapist any time and receive responses 5 days/week. Receive up to four 30-min live virtual counseling sessions per month. Attend weekly workshops.

Additional Non-Subscription Add-on: Self-pay clients can purchase extra live session credits for $65 each when scheduling. These add-ons include messaging, live virtual sessions, and a weekly workshop.

If a self-pay client's subscription includes live sessions (such as the Video + Messaging Therapy plan), the self-pay client can book real-time virtual counseling sessions with their Provider.

Each billing month, a self-pay client can book up to four live counseling sessions, depending on the Provider's availability and the client's preferences. Some clients choose to meet less often—like one session per month for a period of time—and then schedule additional sessions (up to four) during months when they want more support. As noted above, a self-pay client may purchase and use extra live counseling sessions beyond the four live sessions included in their subscription, if desired.

Live counseling sessions are booked on a first-come, first-served basis, so all clients in a Provider's caseload have fair access to care. When booking, a client selects the session type (video, audio, or live chat) and chooses from the Provider's available dates and times.

At the time of subscription renewal, up to four live session credits are automatically added for that new billing period. These credits can be used within 30 days of issuance, and unused credits do not roll over to the next month.

Couples Therapy:

Subscription plans are also available for couples therapy services, which is designed for any two individuals, both age 18 or older, in any type of a relationship ("Couples Therapy").

The Couples Therapy subscription plan includes up to four live counseling sessions per month, which self-pay clients can schedule based on their Provider's availability and the client and their partner's needs.

The out-of-pocket cost for Couples Therapy starts at $436 per month, which includes live counseling sessions and unlimited messaging. Only one person needs to pay out-of-pocket or apply their coverage through their health plan, employer, etc. The second person will be invited to join the shared therapy room.

If clients use all four live sessions before the next billing cycle, additional sessions can be purchased for $65 each.

Self-Guided Therapy Services:

The Talkspace Self-Guided application has self-directed therapy programs for individuals, couples, and parents, which a client can complete at their own pace. Self-guided courses, live classes with therapists, and daily journal prompts help a client build mental wellbeing and develop practical skills for navigating relationships, family, work, and more. Talkspace offers a 7-day free trial for individuals to experience the Self-Guided application before committing to a purchase. If an individual chooses to continue beyond the 7-day free trial, the Self-Guided Therapy

subscription is available on a self-pay basis at $29.99 per month. An individual can cancel their Self-Guided Therapy subscription at any time by cancelling through the Apple store or Google Play store (wherever the application subscription was purchased). None of the individual's answers to the self-guided sessions will be lost in the application, and the individual can resubscribe at any time. If the individual desires, they can permanently delete their account.

Psychiatry:

Talkspace also offers a Psychiatry subscription for individuals 18 years and older where Talkspace arranges for individuals to receive services from a licensed prescriber trained in mental health care and prescription management, who provides personalized treatment and may evaluate individuals for the need of psychiatric medication, excluding stimulants or controlled substances, and where appropriate prescribe and manage those medications on an ongoing basis ("Psychiatry"). Individuals schedule a live video session with a licensed psychiatric provider who evaluates the individual's symptoms and history and who may diagnose and prescribe mental health medication, if clinically appropriate. Individuals receive ongoing care and medication management via follow-up sessions with the psychiatric provider every three months, or as needed or clinically indicated. These licensed psychiatric providers do not prescribe stimulants or controlled substances.

Payment for the Psychiatry subscription is session-based, meaning a self-pay client only pays for the sessions they use.

Single Session Pricing:	Initial Evaluation: $299 Follow up session: $175 per session
Discounted Bundle Pricing for new members	Initial Evaluation + 1 follow up session: $435 Initial Evaluation + 3 follow up session: $725
Discounted Bundle Pricing for members who have completed their initial evaluation session	3 follow up sessions: $475 6 follow up sessions: $890 9 follow up sessions: $1,260

All services are provided through Talkspace's secure and encrypted platform and mobile applications.

c. For any services paid for outside of the subscription price, please provide the fees for such services.

Self-pay clients can purchase extra live session credits for $65 each when scheduling.

2. Describe how clients pay for Talkspace services when Talkspace is covered by their insurance.

Talkspace arranges for payment for services through most major US health insurance plans, employer coverage, Employee Assistance Programs (EAP), and out-of-pocket with a credit or debit card. See below for additional information.

a. Do coverage levels vary based on health insurance plan?

Yes, coverage levels do vary based on the health insurance plan. Each insurance plan establishes its own schedule of benefits, cost-sharing structures, and reimbursement parameters, which means that the amount a client is personally responsible for, and the amount covered by their insurer, can differ significantly from plan to plan.

A key driver of these differences is the negotiated reimbursement rates established between the individual insurer and Talkspace Provider Network, PA (or other professional entity). Specifically:

Negotiated Compensation Amounts: Reimbursement rates are not uniform across insurers. Instead, they are determined by the specific contractual agreements in place between each individual insurance carrier and Talkspace Provider Network, PA (or other professional entity). These agreements set the compensation amounts the insurer will pay for covered services, which can vary considerably depending on the terms negotiated with that particular insurer.

Plan-Specific Benefit Structures: Beyond reimbursement rates, each plan may also differ in its deductibles, copayments, coinsurance percentages, and out-of-pocket maximums, based on whether the plan is a high-deductible health plan and other factors dictated by the plan, all of which affect the overall coverage level experienced by the patient.

In-Network vs. Out-of-Network Considerations: Coverage levels are also affected by whether an individual provider is in-network or out-of-network for a given plan, which is itself a function of the contractual relationships in place with each insurer and the patient's choice in selecting a provider.

Impact on Patient Responsibility: Because reimbursement rates are tied to individual insurer agreements and the health plans dictate patient responsibility, a patient covered under one plan may owe a different amount for the same service than a patient covered under a different plan, even when receiving care from the same provider.

In summary, coverage levels vary from plan to plan because the underlying reimbursement rates are a product of individually negotiated agreements with each insurer and the plans themselves dictate patient responsibility amounts, so there is no single, uniform rate that applies across all health insurance plans.

i. Are all Talkspace services covered or are there instances where only certain types of services are covered?

Based on each individual plan's terms, there may be instances where only certain types of services are covered. Additionally, each plan dictates its own members' deductibles, copayments, coinsurance amounts, and out-of-pocket maximums, all of which affect the overall coverage level experienced by the patient.

ii. Are there different visit limitations based on the health insurance plan?

No, all clients are treated the same by their providers, regardless of their payor source. As some insurance plans may not cover all the services the client elects to receive or an individual health plan may impose its own visit limits, the client may be responsible for paying out-of-pocket expenses not covered by their health plan.

iii. If there are varying levels of coverage, can a client self-pay for Talkspace services if a particular type of service is not covered or if the client has exceeded the maximum number of covered visits?

This is dictated by the specific payer contract and health plan's requirements, but generally, yes, a client may self-pay for services that are not covered by their plan. Note that this rarely happens, and when it does occur, it primarily occurs in the context of EAP benefits. When this occurs, Talkspace typically recommends that the provider and client explore any corresponding behavioral health benefits the client may have with the same insurer or under a different plan that the client may have access to. If they determine that behavioral health coverage is applicable, the client can continue with the same provider using their behavioral health benefits instead of their EAP benefits. If there are no behavioral health benefit options, the client may transition to the self-pay, out-of-pocket fee schedule (see above responses to 1.a., 1.b., and 1.c.) and maintain the same provider. In the case of a Direct-to-Employer contract, in the rare event that a client exhausts their employer's benefits, the client may purchase à la carte therapy sessions for $65 each.

1. If so, does the client have to purchase a Talkspace subscription or can they pay for the non-covered service separately?

See response to 2.a.iii. immediately above.

a. Please provide the fee schedule for any such self-pay services.

See response to 2.a.iii. immediately above. There is not a separate fee schedule from what is described in 2.a.iii. above.

3. How does Talkspace's payment model work with insurance plans, employee assistance programs, or other benefit plans?

Talkspace Provider Network, PA contracts with U.S. health insurers, employee assistance programs, Medicare, and other organizations to make mental health services, like individual therapy, couples therapy, teen therapy, and psychiatry, more accessible. The services available and the applicable fee schedule depend on the client's specific health plan or benefits.

<u>Health Insurance Benefits</u>

Talkspace Provider Network, PA accepts health insurance from a wide range of U.S. insurers. In Oregon, contracted health insurers include Regence BlueCross BlueShield of Oregon, First Choice

Health Network, Inc., Carelon Behavioral Health, Inc., Aetna Behavioral Health, Aetna EAP, Anthem Behavioral Health, Anthem EAP, BlueCross BlueShield of Illinois, BlueCross BlueShield of Texas, BlueCross of Idaho, Canopy EAP, Cigna Behavioral Health, ComPsych EAP, Devoted Health Plan, Employee Services LLC d/b/a ESI Employee Assistance Group EAP, Mines and Associates EAP, Optum Behavioral Health, Optum EAP, Presbyterian Health Plan, Premera Behavioral Health, Providence Health Plan Behavioral Health, Providence Collective Health, TriWest, Regence Medicare Advantage, and UnitedHealthcare Medicare Advantage.

While client responsibility varies by health plan, most pay a copay of $30 or less when using their health insurance benefits for therapy or psychiatry.

To determine whether services are in-network with a health plan, a client can contact their health plan using the number on the back of their insurance card to confirm the following:

- Eligibility for Talkspace services. (Tip: Ask what coverage is for *Telehealth Services*, and specifically for Talkspace)
- The service(s) a client is eligible to receive (e.g., Individual Therapy, Couples Therapy, Psychiatry, etc.).
- Whether benefits extend to dependent(s) and/or family members.
- A client's cost-share or member responsibility like copay, deductible, or out-of-pocket costs for mental health services.

If potential clients have a valid insurance card, they can also check their coverage at talkspace.com/insurance.

Billing for clients using health plan benefits follows an insurance claims process, meaning clients are typically charged a copay (if applicable) shortly after a session, but the final invoice for any remaining costs (like coinsurance or deductibles, if applicable) is calculated and sent several weeks later after the health insurer processes the claim.

Employee Assistance Program (EAP) Benefits

An Employee Assistance Program (EAP) is a workplace benefit that supports employees with personal issues affecting their work and well-being. EAPs offer free, confidential counseling separate from standard health insurance, allowing employees to access therapy without using regular health coverage. If an employer covers Talkspace through an EAP, the benefits available to employees may include individual therapy and couples therapy.

With an EAP benefit, clients receive a set number of prepaid credits to access Talkspace therapy sessions. These sessions are structured and solution-focused, and if needed, referrals may be provided for longer-term care.

Depending on benefits, credits can be used towards messaging or live sessions. If an individual does not have authorization for additional EAP sessions, the individual can continue services using a different form of coverage or payment method.

When an entity offers an EAP that includes mental health, wellness, and other benefits, including but not limited to, health benefits to eligible employees and eligible dependents of its various client

organizations ("Employer Groups"), Talkspace arranges online counseling and therapy services through its network of licensed providers through a secure and encrypted platform and mobile applications.

Each month, the entity provides Talkspace with an accurate and complete electronic data file (the "Account Information File") which includes the Employer Group and its Covered Members both current and terminated. While pricing varies by each EAP Agreement, generally the EAP Agreements include a flat rate fee for each session, and Talkspace generates a monthly invoice by Organization/Employer Group that includes all services provided in the previous month.

Medicare Benefits

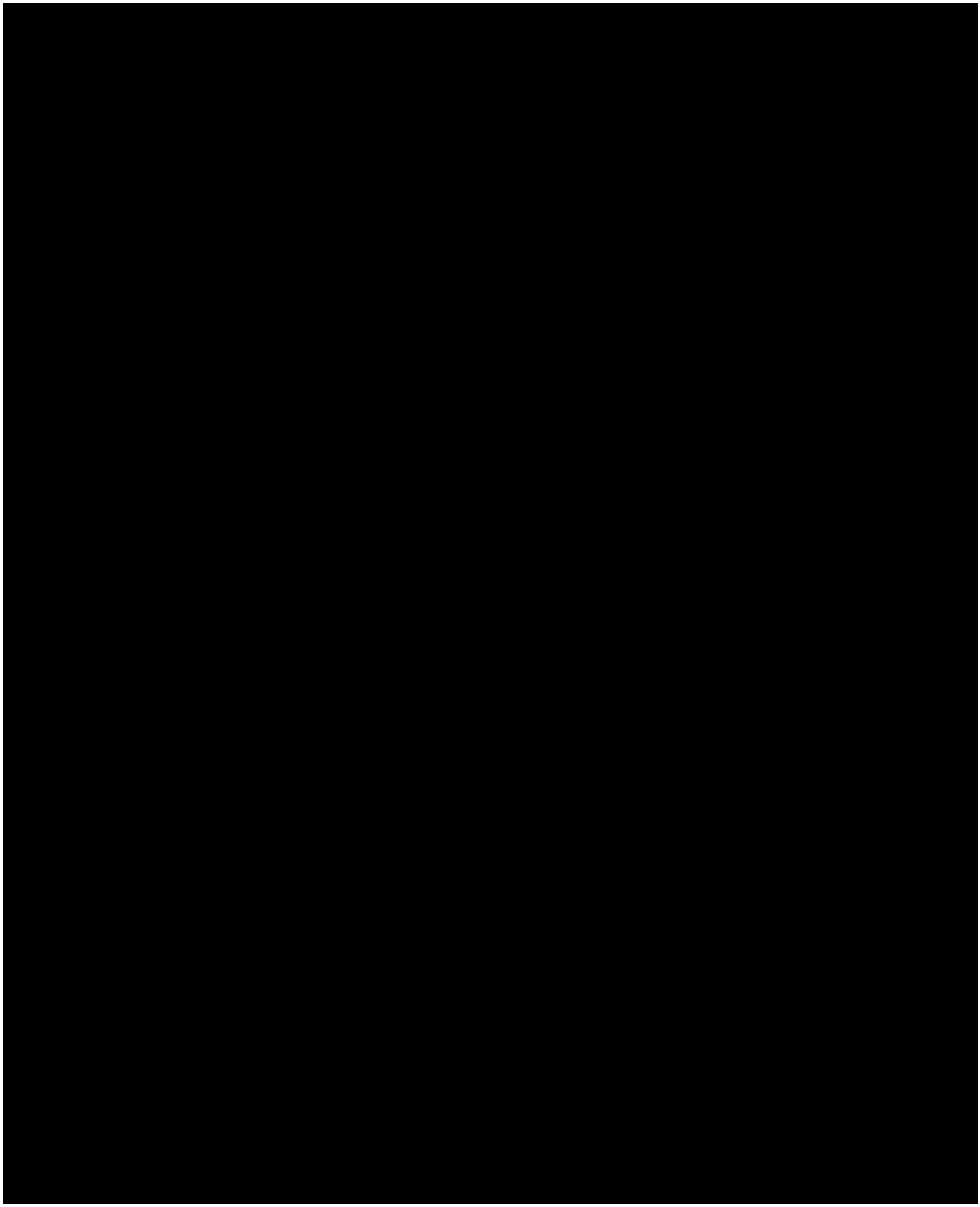
	Original Medicare (Part B)	**Medicare Advantage (Part C)**
Coverage:	Talkspace therapy is covered by Original Medicare (Part B) in all 50 US states and the District of Columbia. Talkspace psychiatry services are not covered by Original Medicare at this time.	Talkspace therapy is covered by certain Medicare Advantage (Part C) plans in all 50 US states and the District of Columbia. Talkspace psychiatry services may be covered by certain Medicare Advantage plans.
Out-of-pocket cost through Medicare benefit	Out-of-pocket costs will be determined by the following: Deductible Coinsurance Payments by other insurance a beneficiary may have, such as supplemental (Medigap) or secondary coverage.	If covered by an individual's Medicare Advantage plan, the copayment and deductible will vary depending on the specifics of the Medicare Advantage plan.
Supplemental (Medigap) insurance	Claims will be forwarded directly to a client's supplemental insurance plan, which will determine the amount the supplemental plan will cover before the client is billed for any remaining costs.	Supplemental (Medigap) insurance is not available with Medicare Advantage plans.
Secondary insurance	Talkspace may be in-network or out-of-network with secondary insurance plans. For details, clients should contact their secondary insurance provider. Talkspace will not bill clients directly until Medicare and secondary insurance has paid.	Talkspace may be in-network or out-of-network with secondary insurance plans. For details, clients should contact their secondary insurance provider. Talkspace will not bill clients directly until Medicare and secondary insurance has paid.

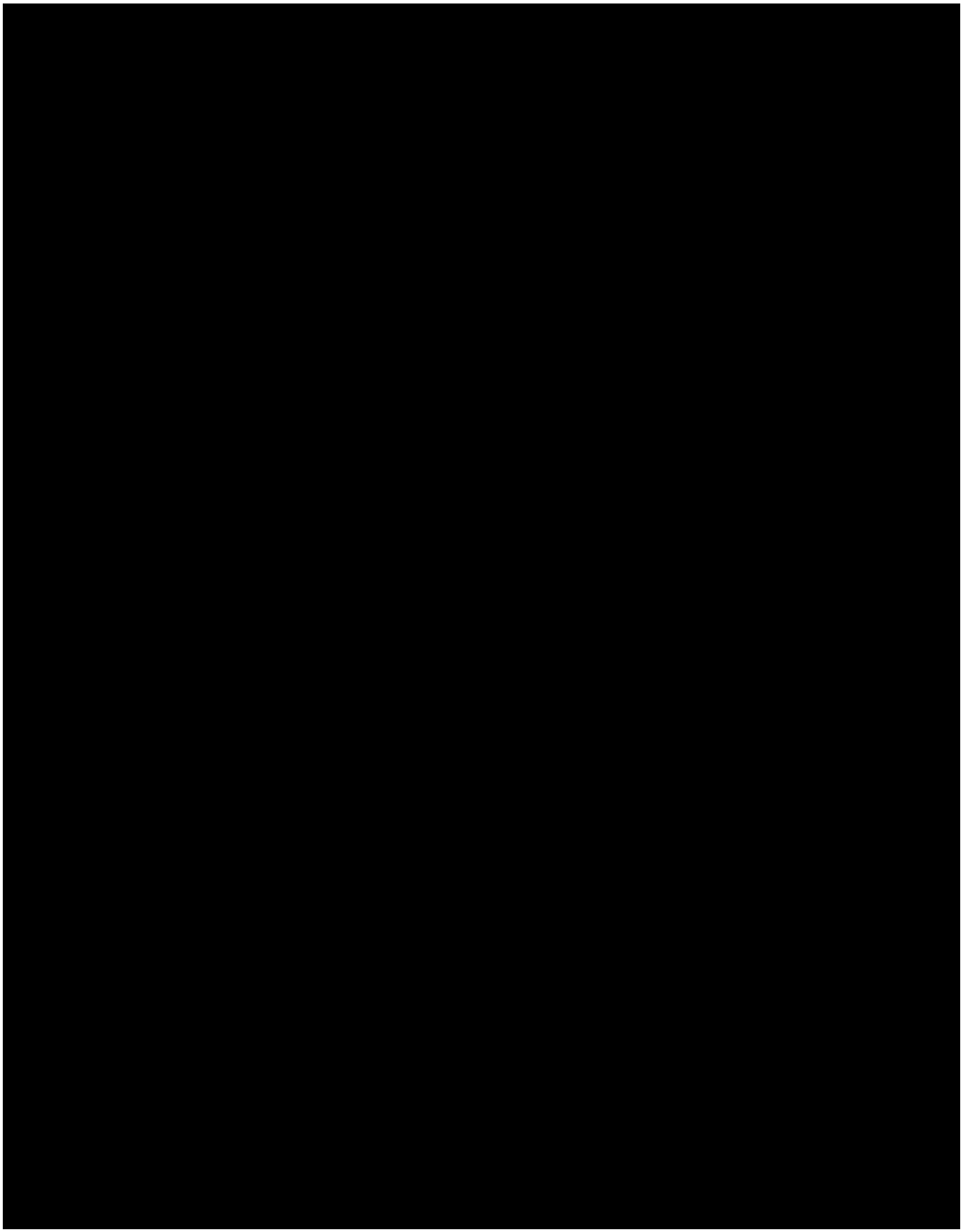
Talkspace's Arrangements with Clinical Providers

4. Please describe the types of arrangements that clinicians (therapists, associate therapists, psychiatric providers, or other clinical providers) can enter into with Talkspace to offer their services through the Talkspace platform. For example,

Talkspace Provider Network, PA engages clinicians as employees or independent contractors pursuant to an employment agreement or independent contractor agreement.

a. In your response, please address how the following areas differ for providers with different arrangements:





5. Please explain all contractual or other termination procedures a provider must comply with if they no longer wish to be a contracted provider with Talkspace. In doing so, please address the following:

   a. What is the required term of provider contracts? Does it vary by specialty or service?

   b. Is a provider able to terminate their contract with Talkspace at any time?

   c. What amount of notice, if any, are providers required to give in advance of terminating their contract with Talkspace?

See above responses to 5.a. and 5.b.

d. What is required of providers and/or Talkspace to ensure continuity of care for patients when a provider leaves Talkspace?

[redacted]

e. Please describe any limitations on a provider's ability to join other telehealth platforms, become credentialed under other payer contracts, or otherwise practice after termination of a provider's contract with Talkspace.

[redacted]

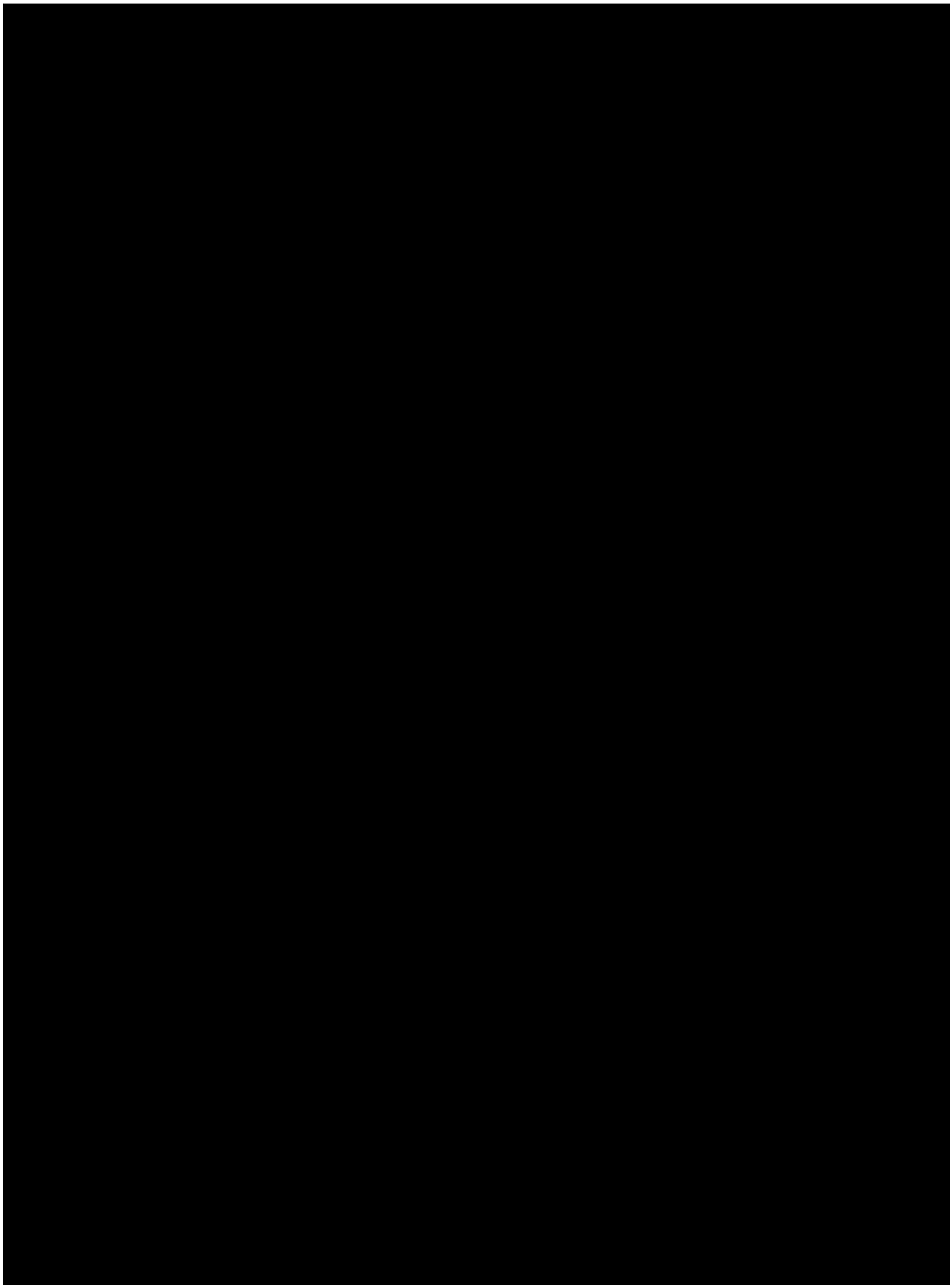
[redacted]

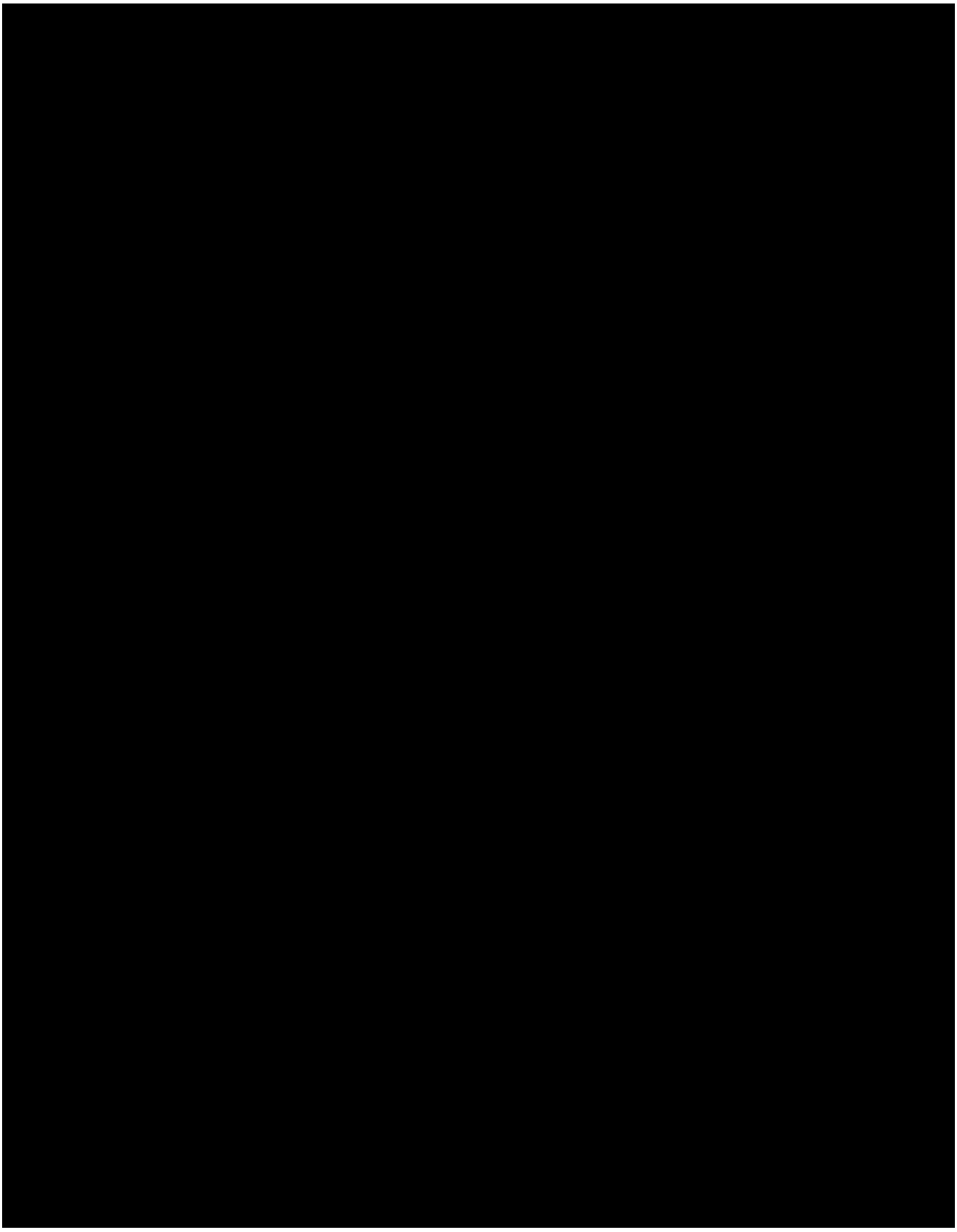
i. If any such limitations or non-compete clauses exist, please describe how long such limitations are in place post-termination.

[redacted]

6. Please describe what Talkspace requires of providers that participate in Talkspace's payer contracts. In your response, include the following:

[redacted]





[redacted]

e. If a provider is credentialed with a payer through Talkspace, may the provider separately be credentialed with the same payer if seeing patients on other telehealth platforms or their own independent practice?

[redacted]

7. Please provide a copy of the template employment agreements and independent contractor agreements for providers operating in Oregon.

See attached, Appendix 7i – 7vi.

8. Are there any expected changes to contracts that Talkspace currently holds with its independent contract providers or employed providers? If yes, please describe all expected changes.

No immediate changes are planned or expected other than as necessary to comply with applicable law.

9. How are Talkspace providers paid?

a. How are Talkspace providers paid?

[redacted]

i. Does it vary based on whether a Talkspace provider renders services to a self-pay client versus one covered by insurance?

[redacted]

b. What is the typical provider payment for services rendered?

[redacted]

10. Please describe in detail whether Talkspace providers will be required to be credentialed under any UHS payer contracts.

Existing payer contracts will remain in place and there are no plans for Talkspace providers to be recredentialed or participate under UHS payer contracts at this time.

Management Services Agreements

11. Please describe Talkspace, LLC's management services agreements (MSAs) with providers. In your response, please address the following:

[redacted]

a. Describe all services provided by Talkspace, LLC; and

[redacted]

b. Describe any fees paid by providers for Talkspace, LLC management services.

[redacted]

12. Please provide a list of all professional entities in Oregon that currently have an MSA with Talkspace, LLC.

13. Provide a complete unredacted copy of the MSA between Talkspace Provider Network OR, P.C. and Talkspace, LLC.

See attached, Appendix 13.

Payer Contracts

14. Which Talkspace entity maintains contracts with payers?[7]

15. With which entities does Talkspace have payer contracts that offer insurance products in Oregon?

Regence BlueCross BlueShield of Oregon, First Choice Health Network, Inc., Carelon Behavioral Health, Inc., Aetna Behavioral Health, Aetna EAP, Anthem Behavioral Health, Anthem EAP, BlueCross BlueShield of Illinois, BlueCross BlueShield of Texas, BlueCross of Idaho, Canopy EAP, Cigna Behavioral Health, ComPsych EAP, Devoted Health Plan, Employee Services LLC d/b/a ESI

Employee Assistance Group EAP, Mines and Associates EAP, Optum Behavioral Health, Optum EAP, Presbyterian Health Plan, Premera Behavioral Health, Providence Health Plan Behavioral Health, Providence Collective Health, TriWest, Regence Medicare Advantage, and UnitedHealthcare Medicare Advantage.

16. What types of payment models does Talkspace use in its contracts with payers? In your response, describe whether contracts include fee-for-service, capitation, or other alternative payment models where a payer pays a flat fee or per member per month payment.

[redacted]

17. Please explain how claims are submitted for services rendered by Talkspace providers when a client is using their health insurance benefits.

See response to 3. above. When using health insurance for Talkspace services, the billing process typically follows these steps:

1. Session Complete: A client completes a therapy or psychiatry session with their provider.

2. Copay Charged: A client is charged a copay, if applicable for their health plan, for the completed session. Insured members pay an average copay of $30 or less.

3. Claim Submitted: The Licensed Provider submits a CPT code explaining the service provided, and the billing system sends a claim to the client's insurance provider.

4. Claim Processed: The client's insurance provider reviews the claim and pays their share.

5. EOB Sent: The client receives an Explanation of Benefits (EOB) from their insurance detailing the amount the insurer covered for services the client received.

6. Final Costs Calculated: Talkspace Provider Network, PA receives the processed claim and calculates any remaining costs or refunds based on the EOB, and charges or refunds the client accordingly.

7. Invoice Sent: The client receives an email with their invoice, usually with a subject like "FYI we charged your card and here's why" or "New invoice from Talkspace." If a refund is due, it'll be automatically returned to the card on file after the client's claim is completed.

    a. Explain whether claims are always submitted under a single NPI for all Talkspace providers or if claims are submitted under an individual provider's NPI or other Talkspace NPIs.

Health insurance claims are billed using Talkspace Provider Network, PA's group Tax ID and National Provider Identifier (NPI), not the individual therapist's or prescriber's credentials.

18. Post-transaction, what will happen to Talkspace payer contracts?

The parties expect that all existing payer contracts will remain in effect.

a. Explain in detail whether any payer contracts will be terminated, and under what circumstances.

The parties do not anticipate terminating any payer contracts.

b. Will UHS assume Talkspace payer contracts post-closing?

UHS will not assume any payer contracts post-closing. The existing payer contracts will remain in effect with the existing contracting parties.

c. How will Talkspace payer contracts be negotiated post-transaction? Will UHS be involved in the negotiation process?

The parties anticipate that payer contracts will be negotiated in the same manner that they currently are negotiated. It is not clear at this time whether UHS will be involved in future payer contract negotiations.

Employer Contracts

19. Describe whether Talkspace has any contracts directly with employers to offer services to their employees through the Talkspace platform.

[redacted]

a. What types of payment arrangements does Talkspace have with their employer clients?

[redacted]

b. Please identify any Oregon employers with whom Talkspace holds a contract.

[redacted]

20. Post-transaction, what will happen with Talkspace's contracts with employers?

The parties anticipate that contracts with employers will remain in effect.

a. Will any contracts with employers be terminated? If so, why?

The parties do not anticipate that any contracts with employers will be terminated.

Care Delivery

21. Describe how Talkspace will be integrated into care for UHS patients who receive inpatient, partial hospitalization program, and intensive outpatient program services.

The parties anticipate that UHS patients who are discharged from those programs may be referred to Talkspace for telehealth outpatient counseling and telepsychiatry services, if clinically appropriate for the patient.

Patients will benefit from a unified system that allows them to move fluidly from high acuity settings to outpatient and telehealth care, all within the same organizational umbrella. This will improve longitudinal care management, support continuity for complex populations, and ultimately provide a more complete patient experience—from facility-level treatment to ongoing support like weekly telehealth check-ins. The care coordination platform will also foster improved communication between providers, further supporting positive patient outcomes.

22. How does Talkspace currently identify, support, and refer patients who may need more intensive care?

[redacted]

a. How will the proposed transaction change, if at all, Talkspace's approach to referring patients to more intensive care options?

Each Licensed Provider uses their own clinical judgment in evaluating and providing services to their clients and is responsible for identifying when a patient may require more intensive care than can be provided via telebehavioral health. While providers rendering telebehavioral health services on the Talkspace platform do not direct their clients to seek care from specific providers or facilities and individuals are always free to exercise their own choice in selecting care providers, the parties are aware that providers using the Talkspace platform have a greater appreciation and understanding of where their patients may have higher acuity needs and the existing UHS facilities could serve as a treating provider for those patients.

Patients will benefit from a unified system that allows them to move fluidly from high acuity settings to outpatient and telehealth care, all within the same organizational umbrella. This will improve longitudinal care management, support continuity for complex populations, and ultimately provide a more complete patient experience—from facility-level treatment to ongoing support like weekly telehealth check-ins. The care coordination platform will also foster improved communication between providers, further supporting positive patient outcomes.

b. Will Talkspace and UHS have a preferred referral relationship?

[redacted]

Other

23. Please provide more information about the owner of Talkspace Provider Network OR, P.C., Dr. Benders-Hadi.

[redacted]

Dr. Benders-Hadi is a board-certified psychiatrist. Dr. Benders-Hadi earned her BA in Public Health from Johns Hopkins University and completed her medical degree and residency training at New York University School of Medicine, after which she completed a fellowship in Public Psychiatry at Columbia University. She has done research and writing on women's mental health issues as well as recovery-focused treatment programs for individuals with serious mental illness. She believes passionately in reducing mental health stigma and improving access to care for individuals across the entire spectrum of behavioral health conditions through the use of digital technology.

Prior to her current roles, Dr. Benders-Hadi served as Vice President and Medical Director of Behavioral Health at Included Health (formerly Grand Rounds Health and Doctor On Demand), a leading virtual care and navigation company. She also previously served as the Chief of Psychiatry at Rockland Psychiatric Center in New York.

a. Please describe the relationship between Dr. Benders-Hadi and Talkspace, LLC, Talkspace, Inc., and/or other Talkspace entities. Include any employment, contractual, ownership, or interest relationships.

[redacted]

[redacted]

b. Please list the states in which Dr. Benders-Hadi is licensed to practice.

Dr. Benders-Hadi is licensed to practice medicine in all 50 U.S. states and Washington, D.C.

c. In what state is Dr. Benders-Hadi's primary residence?

[redacted]

24. Please provide the data requested in Attachment C - 084 Talkspace-UHS DataWorkbook.

See attached, Appendix 24.

Please do not hesitate to contact us if you have any questions or require additional information.

Sincerely,

Renae Nanna

Renae Nanna

Cc: Karine Gialella, Oregon Department of Justice
Patrick Zanayed, McDermott Will & Schulte LLP
Samm Pearsall, McDermott Will & Schulte LLP
Terrence Brennan, McDermott Will & Schulte LLP
Hal Katz, Husch Blackwell LLP
Andrew Wark, Cravath, Swaine & Moore LLP