

**Solicitation Number: RFP #102821****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Global Teletherapy, LLC, 1777 Reisterstown Road, Suite 165-R, Baltimore, MD 21208 (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 Teletherapy Services from which Supplier was awarded a contract.

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

**1. TERM OF CONTRACT**

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires December 27, 2025, 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. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

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

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

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

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

## **7. CUSTOMER SERVICE**

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

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

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

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

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

The Report must contain the following fields:

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

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

The Supplier will submit payment to Sourcwell for two percent (2%) 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 act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

### **12. GOVERNMENT DATA PRACTICES**

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

### **13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT**

#### **A. INTELLECTUAL PROPERTY**

1. *Grant of License.* During the term of this Contract:
  - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
  - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,



resellers, marketing representatives, and agents (collectively “Permitted Sublicensees”) in advertising and promotional materials for the purpose of marketing the Parties’ relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

*3. Use; Quality Control.*

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

4. 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 Sourcwell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcwell 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 Sourcwell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcwell 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 Sourcwell 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

Global Teletherapy, LLC

DocuSigned by:  
*Jeremy Schwartz*  
By: C0FD2A139D06489...  
Jeremy Schwartz  
Title: Chief Procurement Officer  
Date: 12/20/2021 | 11:51 AM CST

DocuSigned by:  
*Rafi Cohn*  
By: 7FC3E3D079C5465...  
Rafi Cohn  
Title: Director of Customer Success  
Date: 12/21/2021 | 12:48 PM CST

Approved:

DocuSigned by:  
*Chad Coquette*  
By: 7E42B8F817A64CC...  
Chad Coquette  
Title: Executive Director/CEO  
Date: 12/21/2021 | 12:51 PM CST

# RFP 102821 - Teletherapy Services

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## Vendor Details

Company Name: Global Teletherapy, LLC  
Does your company conduct business under any other name? If yes, please state: Sometimes referred to as GT  
Address: 1777 Reisterstown Road  
Baltimore, MD 21208  
Contact: Maurice Schwartz  
Email: maurice@globalteletherapy.com  
Phone: 347-733-8868  
HST#: 471151868

## Submission Details

Created On: Friday September 10, 2021 08:40:18  
Submitted On: Thursday October 28, 2021 08:53:43  
Submitted By: Maurice Schwartz  
Email: maurice@globalteletherapy.com  
Transaction #: 047fad7c-50a3-47fb-8506-0c160ac3fba9  
Submitter's IP Address: 73.163.152.157

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**Specifications****Table 1: Proposer Identity & Authorized Representatives**

**General Instructions** (applies to all Tables) Sourcwell 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")	Global Teletherapy, LLC
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Global Teletherapy, LLC
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Global Teletherapy, LLC GT
4	Proposer Physical Address:	1777 Reisterstown Road Suite 165-R Baltimore, MD 21208
5	Proposer website address (or addresses):	www.globalteletherapy.com
6	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):	Rafi Cohn Director of Customer Success 1777 Reisterstown Road, Suite 165-R, Baltimore, MD 21208 rafi@globalteletherapy.com 443-360-5819
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Maurice Schwartz Marketing Projects Lead 1777 Reisterstown Road, Suite 165-R, Baltimore, MD 21208 maurice@globalteletherapy.com 347-733-8868
8	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 *
9	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.	Global Teletherapy (GT), a Maryland corporation, was established to meet student needs for the highest quality ancillary services--speech, occupational, physical, and mental health therapies--delivered over the internet by experienced, credentialed professionals. Our significant growth and continuous increase in students served for each client speaks for itself and is testimony to our ability to perform. Global Teletherapy currently services students in over 30 states around the U.S., in over 100 schools, with over 500 therapists. Since its inception in 2014, Global Teletherapy has been dedicated to maximizing the potential of K-12 students across the United States. Inspired by a team passionate about education and life, Alan Goode, co-founder, and CEO, and Rina Goode, M.S. CCC-SLP, co-founder and Clinical Director, are the driving force behind Global Teletherapy's success. The benefit of working with Global Teletherapy is that you receive the value-added perk of The Global Difference™. This gives you extra staff and communications that make your day easier. School liaisons are the point of contact when your therapist is unavailable for comments because they are focusing on your student's sessions. Therapists and liaisons are available 5 days a week, and since they are remote, may also be available off-hours to answer questions, work with schedules and provide extra insurance that your student's needs are always being met.
10	What are your company's expectations in the event of an award?	Global Teletherapy expects to fulfill service needs listed by Sourcewell covering Speech, Occupational, or Physical Therapy services, Psychology, Social Work, or Special Education Services, Behavioral, Emotional, or Mental Health Counseling, Assessment or Diagnostic Services, and, Management, administration, personnel, tools, equipment, supplies, reporting, technical assistance or support, training, and technology-related or incidental to the offering of the solutions described in Sections 1. a. – e. in the RFP.
11	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.	Global Teletherapy has grown exponentially since its founding in 2014. Please see the attached documents which demonstrate our financial stability and growth.
12	What is your US market share for the solutions that you are proposing?	Global Teletherapy currently services schools only located in the United States.
13	What is your Canadian market share for the solutions that you are proposing?	None.
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No
15	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?	Global Teletherapy is a service provider that contracts with therapists as 1099 contractors to service schools. Once a contract with a school is created and Global Teletherapy is informed of the necessary number of therapists and hours required, our liaison department takes over as the foundational resource for schools and therapists to seek any help or to communicate any issues.
16	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 professional staff, third parties, and subcontractors that you use) in pursuit of the business contemplated by this RFP.	All of Global Teletherapy's contracted therapists undergo a rigorous and thorough vetting process. This includes therapists having to have fingerprint and other background checks, liability insurance, Medicaid numbers for providers to affiliate, and proper professional certifications. All of Global Teletherapy's therapists have a minimum of 2 years of IEP experience and are all fully certified in their respective fields. Aside from being professionally certified, our Speech-Language Pathologists are also all are ASHA certified, and our Occupational therapists are all AOTA (American Occupational Therapy Association) accredited and licensed occupational clinicians.
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Global Teletherapy has never been suspended or debarred from any previous client or from any other known vendor or any other potential client.

**Table 3: Industry Recognition & Marketplace Success**

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	Global Teletherapy has received recognition from both ASHA and AOTA as approved providers of professional development. We are able to offer our therapists continued education credits and ensure that our students are receiving the best care based on best practices.	*
19	What percentage of your sales are to the governmental sector in the past three years	0%	*
20	What percentage of your sales are to the education sector in the past three years	100%	*
21	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	*
22	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 23.** Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Mosaic Academy, NM	Meagan Johnson	(505) 334-6364	*
Meade County Schools, KY	Cara Esarey	(270) 422-7500	*
Columbus Public Schools, NE	Jason Harris	(402) 563-7000 Ext. 12176	*

**Table 5: Top Five Government or Education Customers**

**Line Item 24.** 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 *	
Yosemite Valley Charter School	Education	California - CA	Teletherapy Services (SLP,OT, Mental Health)	Currently provide services for 200+ K-12 students.	2018-2019= \$214,000*(Please note that all values henceforth are approximate) 2019-2020= \$417,000 2020-2021= \$796,000	*
Connections:Minnesota Connections Academy	Education	Minnesota - MN	Teletherapy Services (SLP,OT, Mental Health)	Currently provide services for 315+ K-12 students.	2018-2019= \$190,000 2019-2020= \$300,000 2020-2021= \$567,000	*
Heartland Charter School	Education	California - CA	Teletherapy Services (SLP,OT, Mental Health)	Currently provide services for 330+ K-12 students.	2018-2019= \$22,000 2019-2020= \$420,000 2020-2021= \$800,000	*
Pennsylvania Cyber Academy	Education	Pennsylvania - PA	Teletherapy Services (SLP,OT, Mental Health)	Currently provide services for 70+ K-12 students.	2018-2019= \$208,000 2019-2020= \$206,000 2020-2021= \$190,000	*
Granite Mountain School	Education	Arizona - AZ	Teletherapy Services (SLP,OT, Mental Health)	Currently provide services for 350+ K-12 students.	2019-2020= \$693,000 2020-2021= \$1.4 M	*

**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 *
25	Sales force.	Our significant growth and continuous increase in students served for each client speaks for itself and is testimony to our ability to perform. Global Teletherapy currently services students in over 30 states around the U.S., in over 100 schools. Our sales team continues to network and partner with schools and school districts around the US.
26	Dealer network or other distribution methods.	N/A
27	Service force.	Global Teletherapy has an internal team with nearly 100 employees that serve as dedicated customer service professionals to act as liaisons between therapists and schools. All of our managers are certified therapists in their respective fields ensuring that every discipline is properly managed and that students receive the best therapy. Our network of 500+ therapists are thus ready and willing to help Sourcewell with any teletherapy-related need.
28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	N/A
29	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.	School liaisons are the point of contact when your therapist is unavailable for comments because they are focusing on your student's sessions. Therapists and liaisons are available 5 days a week, and since they are remote, may also be available off-hours to answer questions, work with schedules and provide extra insurance that your student's needs are always being met.
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Global Teletherapy is prepared and willing to service any and all schools Sourcewell provides within the United States.
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Global Teletherapy does not currently service schools in Canada, but we are open to exploring that option.
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	As of now, we cannot provide full service in Canada, but we would be excited to explore an intensified hiring search for Canadian licensed clinicians if there was a need from a potential Sourcewell contract. We can service all US geographic areas.
33	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?	There is currently nothing hindering our ability to serve the needs of Sourcewell.
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are currently no specific requirements or restrictions that would apply to participating entities in Hawaii and Alaska and in the U.S.

**Table 7: Marketing Plan**

Line Item	Question	Response *
35	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.	Global Teletherapy is excited to be considered an accredited Sourcewell vendor and will tailor its marketing strategies depending on the success seen from the contract. Attached are marketing flyers and capability statements that may potentially highlight our relationship with Sourcewell.
36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Global Teletherapy utilizes Hubspot as its sole CRM software and for most of its inbound marketing strategies. Some of the tools we use include: Email design and tracking tools to conduct full range inbound marketing campaigns. Analyze our website's traffic. This includes what pages visitors looked at, how they came to our website, and what turned them into leads. Design automated workflows for respective customers based on specific criteria. Track email click-through rates, open rates, bounces, and unsubscribes to better gauge the tastes and preferences of our audience and to measure our success. We also have our own company pages on LinkedIn, Facebook, Pinterest, Instagram, and a Youtube channel. We also have a private Facebook club for therapists where we host weekly live shows discussing pertinent therapy-related issues with acclaimed clinicians, and also serve as a platform for therapists to engage in thoughtful conversation. We produce a monthly newsletter and have a "School of the Month" section where we highlight our services and the attributes of a partnered school.
37	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?	As a Sourcewell partner, Sourcewell's role in promoting contracts arising out of this RFP will be largely dependent on how successful Sourcewell is in helping us obtain clients. We would love integrate a Sourcewell-awarded contract into our sales process.
38	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.	N/A

**Table 8: Value-Added Attributes**

Line Item	Question	Response *
39	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 Global Teletherapy therapist completes a comprehensive training, designed to instruct him/her how to use GT platforms and programs for interactive therapy. Our tech department will reach out to complete a test run on each device that is intended to be used for therapy and with the individual that will be assisting with signing in for the therapy sessions. Our tech team is always available to assist therapists and schools with any difficulties or concerns.
40	Describe any technological advances that your proposed products or services offer.	We always strive to enhance our customer experience. Our reliable and clear videoconferencing platform ensures seamless technical communication and effective therapy. We follow best practices according to general industry standards, assure excellent communication between schools and therapists, and provide renowned customer service. Our interactive online platform allows our therapists to screen-share and interact with their students with fun and challenging games. GT also has a cloud-based library filled with engaging resources that target a large variety of skills and are suitable for a large age range with varying levels of developmental abilities. GT's vast library of resources is easy to access and browse. Our therapists are constantly sharing and uploading materials and activities that range from levels that are suitable for limited functioning students to high functioning students. We also recently partnered with Super Duper® products giving our therapists more access to terrific SLP resources.
41	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.	N/A
42	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
43	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.	N/A
44	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?	Contracted with nearly 100 schools for student Ancillary Services in over 31 states around the U.S. with over 500 therapists.  Therapists have an average of 14 years experience in SLP, OT, or Mental Health therapy and an average of 12 years of IEP experience based on a recent survey.  Conducted approximately 2,000 SLP, OT, and Mental Health assessments respectively in the past 3 years.  Dedicated school liaisons assist school districts to ensure all policies and procedures are adhered to.  Collaboration between parents, therapists, and other appropriate team members to maximize the success of each student.  Easy to use technology with support specialists to guide therapists and students through the technical use of digital platforms and any other technology-related issues.

**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 *
45	Describe any performance standards or guarantees that apply to your services	Global Teletherapy is committed to providing excellent therapy and we guarantee this through a series of items: We contract with experienced therapists who go through a comprehensive vetting process (specific qualifications must be met, live video interview with a lead therapist, reference checks, post-training session). We monitor and observe our therapists for quality control and have liaisons assigned to each school we work with dedicated to responding to school and therapist needs. Our management is extremely responsive and we also have lead therapists assigned to our therapists. Finally, we have post-training sessions with therapists and lead therapists to ensure that all questions are responded to and that therapists feel supported in their new roles.
46	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	We monitor quality assurance of services by supervising and supporting clinicians through the form of e-mail check-ins, therapy support sessions, and observations and post-observation meetings with all contracted clinicians. The Clinical Department facilitates professional development and learning opportunities for GT clinicians. We coordinate with the Liaison Department on an ongoing basis to provide specific support and general monitoring of clinicians, interpret any clinical procedures from the schools as needed, and at times review clinical reports, documentation, and services for quality assurance purposes. Each discipline has its own metrics for success monitored by its respective Lead Clinician.



**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *
47	Describe your payment terms and accepted payment methods?	Invoices. Global Teletherapy shall invoice Client on a monthly basis and Client shall pay all amounts due within thirty (30) days of Global Teletherapy invoice date.  No Refund. All fees due hereunder are non-refundable and are not contingent on any additional services to be provided.  Outstanding Balances. Balances outstanding in excess of thirty (30) days shall accrue interest at a rate equal to the Applicable Federal Rate plus one and one-half percent (1.5%) per month, from the due date until paid, plus Global Teletherapy's reasonable costs of collection.
48	Describe any leasing or financing options available for use by educational or governmental entities.	N/A
49	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.	N/A. Attached is an example contract.
50	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	No

**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 Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *
51	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell 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.	While we do offer direct time options, many of our clients prefer our Per-Diem Model. Per Diem Services are provided by Global Teletherapy with therapists to schools and are compensated regardless of caseload or absences. Working time will include direct therapy, case management for students, evaluations (1-2 Per Month), consultations, IEP meeting preparation and attendance, collaboration with staff and parents, therapy preparation, daily documentation, scheduling, and other related tasks. We generally charge \$66.00 an hour on a per-diem basis and \$89.00 for direct hourly times. Psychological Services Evaluation fee, \$1,500 flat rate. SLP, OT, and PT Evaluation fee, \$380 flat rate (4-hour evaluation @ \$97/hour includes written report with progress notes and goals.)
52	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 discounts will be considered and calculated based on each particular awarded contract.
53	Describe any quantity or volume discounts or rebate programs that you offer.	There is no official volume discount, but the more students we serve, the greater discount we can offer.
54	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.	N/A
55	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.	Equipment: The client may purchase web cameras, headsets, and Occupational Therapy (OT) toolkits from Global Teletherapy, at \$45 per webcam, \$40 per headset, and \$50 per OT toolkit.
56	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	Shipping costs for toolkits are included in the toolkit price within the US.
57	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Shipping costs may differ for toolkits sent to Alaska, Hawaii, Canada, or any offshore delivery.
58	Describe any unique distribution and/or delivery methods or options offered in your proposal.	We use USPS delivery services.

**Table 12: Pricing Offered**

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

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
60	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.	The billing department ensures all of the sessions submitted by our therapists follow school policy and are approved for billing. We submit monthly invoices to the schools and get them approved. The therapist's payment is based on the billing they submit. We run payroll once a month for therapists and bi-weekly for W2 therapists. We also audit therapy sessions, compare data from liaison and billing department personnel to see if sessions were billed as mandated. We then calculate the discrepancy between the two (IEP mandates from liaisons. + completed sessions from billing) and compile them into reports that are sent out to the therapists to respond and comment on. Correspondence then occurs between them and the Liaisons determine makeup sessions. These monthly reports are to ensure that students receive their sessions, our billing systems are working properly, and that therapists know that they are being monitored.
61	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.	Once we are awarded a contract and the details regarding student caseloads and hours are collected, we can properly run our monthly reports to see that therapy sessions are aligning with requested needs.
62	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.)	Global Teletherapy will discuss to identify a proposed administrative fee to pay Sourcewell for facilitating, managing, and promoting the Sourcewell Contract if we are awarded a contract.

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

Line Item	Question	Response *
63	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Global Teletherapy is offering to provide Sourcewell vendors with experienced and quality therapists specializing in teletherapy. This includes Speech, Occupational, or Physical Therapy; Psychology, Social Work, or Special Education Services; Behavioral, Emotional, or Mental Health Counseling; Deaf and Hard of Hearing, Visual Impairment, and Sign Language Interpreter Services; Assessment or Diagnostic Services; and, Management, administration, personnel, tools, equipment, supplies, reporting, technical assistance or support, training, and technology-related or incidental to the offering of the solutions described in Sections 1. a. – e. above.  Our therapists utilize a 3rd party videoconferencing platform, which adheres to the highest privacy and HIPAA standards. Our therapists provide screening, evaluations, educational programs, transition planning therapeutic intervention (Group or Individual), and Medicaid billing. Therapists complete routine reports and tasks promptly and efficiently and participate in student planning and program development. They demonstrate a willingness to examine and implement change as appropriate and work productively with colleagues, parents, and students. They demonstrate accurate knowledge of their respective fields and also provide proper assessment techniques and procedures. GT therapists possess and use current technology for instruction and management needs in a virtual setting. They all have a professional demeanor as defined by the Code of Ethics of the education profession and will provide services according to business hours specified in RFP.
64	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Global Teletherapy is honored and excited at the prospect of being able to provide Sourcewell with the subcategories listed in the teletherapy RFP. This includes Speech, Occupational, or Physical Therapy; Psychology, Social Work, or Special Education Services; Behavioral, Emotional, or Mental Health Counseling; Deaf and Hard of Hearing, Visual Impairment, and Sign Language Interpreter Services; Assessment or Diagnostic Services; and, Management, administration, personnel, tools, equipment, supplies, reporting, technical assistance or support, training, and technology-related or incidental to the offering of the solutions described in Sections 1. a. – e. above.

**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
65	Speech, Occupational, or Physical Therapy	<input checked="" type="radio"/> Yes <input type="radio"/> No	SLP: GT therapists are well equipped to fulfill the SLP needs of Sourcewell. Our seasoned therapists have access to a wide array of formal assessment tools that can be administered remotely, including the following language, articulation, and fluency assessments: CELF-5, CELF-5 Metalinguistics, PPVT 4, EVT -2, Functional Communication Profile (FCP), CAPS (Pragmatic Language), OASES (Fluency), and GFTA-3 and Khan Lewis. They also have access to other resources including: visuals and informal measures, screenings, trainings and guides, and a clear and comprehensive report template to utilize when writing up evaluation reports and screenings. This can be adapted if the school district has its own report template. We also recently

partnered with Super Duper® products giving our therapists more access to terrific SLP resources. All GT SLPs All GT therapists are ASHA certified and have extensive prior experience in speech and language therapy services and special education. Remote therapy requires technological experience and GT therapists have extensive knowledge of computer generated IEP forms and the special education process.

OT: K-12 students are serviced by AOTA (American Occupational Therapy Association) accredited and licensed occupational clinicians. Our clinicians assist students with their fine motor, praxis, and visual perceptual/visual motor skills. Our therapists also focus on skills related to sensory perception, emotional regulation, communication, and social interaction. Therapy is focused on improving a student's ability to thrive in the classroom and in life. Some areas of focus include self-care, where therapists may help students from nose care to shoe tying, and school related activities such as using a rubber band or holding and using scissors correctly. Therapy is focused on improving gross motor and fine motor skills and is delivered via high-resolution, live video conferencing. Global Teletherapy OTs have a track record of successfully meeting student needs through online service delivery. The therapists are fully trained and have the necessary resources and strategies to provide the services remotely. Our OT toolkit, flexible webcam, involvement of an adult as needed on the student's end, utilization of strategies that involve verbal and visual cueing, and collaboration and consultation with classroom teachers are some of the ways that our OTs are able to maximize student success and help students meet their IEP goals. Goals and objectives are often present in the IEP plans. Therapists are highly experienced in developing and following IEP goals based on a student's individual needs.

PT: All PTs are fully licensed in the states where they practice. Online physical therapy is similar to therapy delivered in face-to-face sessions, and its implementation is easy for both the school and the children. K-12 students are serviced by state regulatory board licensed physical therapists and meet all necessary requirements for servicing students per such state and school guidelines. Therapy is focused on IEP goals such as improving strength, range of motion, flexibility, balance and movement patterns and is delivered via high-resolution, live video conferencing.

Seasoned therapists combine their skills and experience with the utilization of a special PT tool kit that the student and therapist use in tandem. The tool kit contains easy to use, low prep tools (balloons, measuring tape, theraband and more) that assist with the setup and safe implementation of interventions. Through this tangible modality, the therapist engages the student in activities to address deficits. The technology is simple, affordable, reliable, and extremely engaging. Today's children are comfortable with computer interactions. Increased engagement means that the kids progress more rapidly and successfully toward their IEP goals, resulting in happy children, happy parents, and happy school administrators.

Parental Involvement:

Collaboration between therapists and other appropriate team members, including parents, is essential for the success of the student. The techniques that are taught and worked upon in individual sessions can be relayed to the parent so they can assist in helping the student implement strategies when needed. Parents can receive one on one session as

well with the therapist as a consultation plan to provide additional support. Group parent sessions can be offered, which follow more of a parenting class model. Though parent involvement is not required, therapists often find it helpful and beneficial. GT provides the school district with the Parent's Guide to Online Therapy, so they can get acclimated to the process.

66	Psychology, Social Work, or Special Education Services	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>All Mental Health clinicians are fully licensed. Mental Health Services encompass a variety of direct service options listed on an IEP for Educationally Related Mental Health Services. At Global Teletherapy we are able to assist schools in providing direct services and evaluations. Each of our mental health clinicians are trained in their area of practice to ensure best practices are followed. The following are descriptions of each of the service options:</p> <p>Direct Individual Counseling: Mental Health clinicians are assigned to work with a student one on one targeting a specific skill deficit(s) as listed on the student's IEP and work towards reaching a goal. Service minutes can range from 30 – 60 minutes per week, every other week, or monthly depending on the student's individual needs.</p> <p>Direct Group Counseling: Mental Health clinicians are assigned to work with multiple students in a group setting. The clinician groups students of similar age/grade and skill level together to work on similar areas of need, such as coping skills, emotional regulation, and/or social communication skills. Each student has a goal on their IEP that the clinician works towards. meeting and monitors progress. Groups contain 2 to 8 students at a time. Service minutes can range from 30 – 60 minutes per week, every other week, or monthly depending on the students' needs that make up the group.</p> <p>Behavior Intervention Services: Mental Health clinicians are assigned to work with the student related to behavior goals on the IEP and address Behavior Intervention Plan goals. The therapist meets with the student one on one and often utilizes the support of the learning coach during session. The focus is developing behavioral intervention strategies that can be taught during session and then reinforced outside of session by the learning coach. Service minutes can range from 30 – 60 minutes per week, every other week, or monthly depending on the student's individual needs. Evaluations can be conducted by our mental health clinicians and are assigned to clinicians based on the type of credential needed to complete the assessment.</p> <p>Functional Behavior Assessment with Optional Behavior Intervention Plan: Mental Health Clinicians with a behavior background can conduct a Functional Behavior Assessment by collaborating with the school and learning coach to collect data regarding target behaviors. Based on the data collected, the clinician determines in a Behavior Intervention Plan and/or services are warranted. The clinician works with the IEP team to develop goals and recommendations for interventions and/or services.</p> <p>Counseling Services Assessment: Mental Health Clinicians can conduct a social emotional or psychosocial assessment to determine if a student demonstrates an area of need to require Educationally Related Mental Health Services. The clinician works with the school and learning coach to collect data and administer standardized social/emotional assessment tools to determine a student's present level of functioning in the area of social/emotional/behavioral. The clinician works with the IEP team to develop goals and recommendations for interventions and/or services.</p>
67	Behavioral, Emotional, or Mental Health Counseling	<input checked="" type="radio"/> Yes	<p>Our fully licensed mental health professionals</p>

C No

can offer Behavioral, Emotional, or Mental Health Counseling. General Education Supports for Mental Health Services

General education mental health services support students and parents who require additional instruction in social emotional learning strategies. Supports include practices such as structured or semi-structured social skills groups, parent seminars, and individual sessions.

These services are provided on a contract basis and are tailored to the school's individual needs. If the school requires a designated program or set curriculum to be used, that needs to be provided by the school directly. Otherwise, the therapist will identify an appropriate curriculum to use based on the services provided, or a budget may need to be given for the therapist to select a curriculum based on the specific need.

#### Referral Process

Prior to submitting a referral to Global Teletherapy, the school is responsible for collecting informed consent, which must include service delivery model, frequency, duration, and parent consent. It is recommended that the school group the referrals together for each service being provided (example: names of students for group or names of parents for seminars).

Global Teletherapy representatives will work with the school to develop a systematic process for managing referrals which includes developing a referral form and spreadsheet that contains the referral identification information. In addition, GT will work with the school to outline how student services and data monitoring will be tracked.

#### Student In Distress Process

Schools are responsible for having an established protocol in place, which includes point of contact information and documentation process, for Global Teletherapy Therapists to follow if a student shows signs of distress while receiving services.

If a school chooses to contract a full time per diem therapist to be available during school hours, the therapist can follow the school's outlined assessment process and implement additional counseling support.

#### General Education Mental Health Service Options

##### Parent Support Services

Global Teletherapy Therapist(s) can offer parent support services through group parent seminars (e.g. parenting classes) to address behaviors at home that potentially impact school performance.

##### Group Counseling

Global Teletherapy Therapist(s) can provide counseling services in a 10 week structured group setting with 2-8 students, to address emotional concerns. Lessons focus on teaching coping skills, emotional regulation, and/or anger management skills. If curriculum is provided, speciality groups that address grief, environmental adjustment (social isolation), and organizational management can also be offered.

##### Definition of Counseling Groups

**Coping Skills** - This group will support students in learning different coping strategies and how to implement these learned strategies across settings when faced with stressful situations.

**Emotional Regulation** - This group will support students in strengthening their ability to express themselves in a healthy manner. Emotional regulation includes defining and identifying both positive and negative feelings, along with how we can strengthen them, use them, and control them by applying appropriate coping strategies.

**Anger Management** - This group will offer

			<p>support to educate and guide students who struggle with controlling their anger by helping them understand automatic thoughts and responses. Students will learn to reframe their thoughts and actions to express themselves in a positive manner.</p> <p>Grief - This group provides a safe space, support, and understanding for students coping with loss. Students will learn about the grieving process, as well as skills to help them cope and honor their loss.</p> <p>Environmental Adjustment (Social Isolation) - This group will focus on students who may be experiencing a difficult time transitioning to the virtual environment. Students will be able to connect with other students who share similar feelings towards digital learning and the impact on social interactions. They will foster new relationships and strategies on how to adjust to the home school environment.</p> <p>Organizational Management - This group will focus on students who may be struggling with time management, attendance, scheduling, and following routine. Students will learn how to create and follow a routine, self-advocate, and daily habits to encourage success.</p> <p>Social Skills Groups Global Teletherapy Therapist(s) can provide counseling services in a semi-structured group setting to address social skill deficits and communication skills. Definition of Social Skills Groups Social Skills - This group is aimed to support students in strengthening their conversational, friendship, and problem-solving skills to elicit prosocial behavior. 1:1 Short Term Counseling Services Global Teletherapy Therapist(s) can provide short term counseling (up to 6 to 8 weeks) for a student to address concerns that impact the student's performance at school (e.g. attendance issues, disciplinary concerns, or emotional distress). Example of Short Term Counseling Goal After 6 sessions of individual counseling, the student will be able to accurately identify and apply 3 coping strategies during times of distress as measured by parent/student report and therapist observation.</p> <p>SEL Seminar Based Instruction/Guided Lessons Global Teletherapy Therapist(s) can provide structured SEL services to address the socioemotional learning needs for a school's general education population in a 6-12 week structured group setting with up to 15 students, using a curriculum already in place at the school or identified as an appropriate curriculum to address Social Emotional Learning skill development. Parental Involvement: Collaboration between therapists and other appropriate team members, including parents, is essential for the success of the student. The techniques that are taught and worked upon in individual sessions can be relayed to the parent so they can assist in helping the student implement strategies when needed. Parents can receive one on one session as well with the therapist as a consultation plan to provide additional support. Group parent sessions can be offered, which follow more of a parenting class model. Though parent involvement is not required, therapists often find it helpful and beneficial. GT provides the school district with the Parent's Guide to Online Therapy, so they can get acclimated to the process.</p>
68	Deaf and Hard of Hearing, Visual Impairment, and Sign Language Interpreter Services	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Upon special request, we can accommodate these services</p>

69	Assessment or Diagnostic Services	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Global Teletherapy offers psych-social evaluations, counseling evaluations, ERMHS (Educationally Related Mental Health Services) evaluations, FBA/BIP assessments, and psycho-educational Triennial/Re-eval assessments in addition to Review of Records.</p> <p>Our School Psychologists go through additional training to complete psycho-educational assessments. Some clinicians utilize the BASC-3 Rating forms if the school has signed consent via an assessment plan. Our School Psychologists first confirm with our liaisons to discuss the school's expectations before conducting an evaluation. They also contact parents to collect data for FBAs and BIPs. They can also complete REED, EDT paperwork and PWN and track compliance with initials and 3 year re-evaluations. They can also review SAT files. Diagnosticians will review referral information, previous educational diagnostic information, family and school history and ensure that all assessments are non - biased and administered in the student's primary language, if appropriate. Global teletherapy will supply all necessary diagnostic instruments. Diagnosticians participate in student planning and program development and implement individual student programs when appropriate. Our clinicians demonstrate a willingness to examine and implement change as appropriate and work productively with colleagues, parents, and students.</p> <p>They demonstrate accurate knowledge of the field and appropriate assessment techniques and procedures. Our clinicians all present themselves with a professional demeanor as defined by the Code of Ethics of the education profession. They will provide service according to business hours specified in the RFP.</p> <p>Functional Behavior Assessment with Optional Behavior Intervention Plan: Mental Health Clinicians with a behavior background can conduct a Functional Behavior Assessment by collaborating with the school and learning coach to collect data regarding target behaviors.</p> <p>Based on the data collected, the clinician determines in a Behavior Intervention Plan and/or services are warranted. The clinician works with the IEP team to develop goals and recommendations for interventions and/or services.</p> <p>Counseling Services Assessment: Mental Health Clinicians can conduct a social emotional or psychosocial assessment to determine if a student demonstrates an area of need to require Educationally Related Mental Health Services. The clinician works with the school and learning coach to collect data and administer standardized social/emotional assessment tools to determine a student's present level of functioning in the area of social/emotional/behavioral. The clinician works with the IEP team to develop goals and recommendations for interventions and/or services.</p>
70	Management, administration, personnel, tools, equipment, supplies, reporting, technical assistance or support, training, and technology related or incidental to the offering of the solutions described in Lines 65 - 69 above.	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>We provide Management, administration, personnel, tools, equipment, supplies, reporting, technical assistance or support, training, and technology related or incidental to the offering of the solutions described in Lines 65 - 69 above. Therapists and Lead Therapists track and monitor student progression and session times through our online platform.</p>



Table 15: Industry Specific Questions

Line Item	Question	Response *
71	Describe your screening process for pairing service providers with patients or clients for teletherapy services.	Our therapists are hand-selected for quality assurance and have a minimum of two years of experience with K-12 students with IEPs. They must complete comprehensive training, designed to instruct them how to use GT platforms and programs for interactive therapy, as well as to instruct them on company policies, including the privacy of information (HIPAA, FERPA). As a follow-up to this training, each therapist participates in a one-on-one post-training session to ensure the therapist is ready. All therapists utilize the same evidence-based techniques and strategies that are used in traditional onsite therapy. Our policy requires therapists to complete subjective and objective documentation daily for each student. Aside from being licensed in each student's respective state and having experience with online therapy, Global Teletherapy's therapists are highly experienced in developing and implementing IEP goals based on a student's individual needs. Our Liaisons and Lead Therapists are constantly in contact with therapists to ensure all goals and objectives are being met. Our therapists contact the relevant teachers and school staff via phone, email, and/or videoconferencing to confer with them, interview them, and obtain data. Student interviews are typically completed through videoconferencing technology, as is student observation. The therapist is given access by the school to the electronic records of the student, and the therapist may request access to additional records as needed. Through these mediums, the therapists are able to conduct functional assessments and provide appropriate interventions for the student if needed. We are confident that our qualified therapists will meet the needs of each student and maximize their potential.
72	Describe your method of delivery for proposed teletherapy services (e.g., secure video connection, web portal, online chat, two-way live video, other).	<p>Global Therapy provides its services through third-party platforms created, maintained, updated, and provided by Citrix/GoToMeeting and Zoom. The Maintenance &amp; Support services offered by Global Teletherapy are limited to assisting the client in working with the Third-Party Provider to troubleshoot and resolve any issues that affect the provision of the Services. Global Teletherapy has chosen to use the Third-party Provider platforms because of its reliability and the availability of dedicated, professional technical support in the unlikely event a technical problem arises.</p> <p>Global Teletherapy will work with users to set up and troubleshoot new equipment. Additional equipment (beyond what is provided to the user as stated in the Agreement) is the responsibility of the partnered school. Upon school's request, Global Teletherapy can order necessary equipment but users will be invoiced for such equipment.</p> <p>Global Teletherapy will not begin services until all of the below criteria are met in order to ensure student success:</p> <p>Computer Set-Up: Computer with monitor, camera, speakers, and microphone capability</p> <p>Operating system: Windows XP with 3P3 or later Windows 7 or later Mac OS X MacOS 10.7 or later</p> <p>Web Browser: Windows: IE7+, Firefox, Chrome, Safari 5+ Mac: Safari 5+, Firefox, Chrome</p> <p>Internet connection: 5 Mbps</p> <p>Software: Zoom Desktop App JavaScript enabled</p> <p>Hardware: 4GB or more of RAM</p> <p>Supervision: Students are expected to be accompanied by their learning coaches at all virtual therapy sessions. Learning coaches will provide the following support to students: Ensuring that the conferencing connection with the remote-therapist is functioning. Contact the therapist via phone if necessary. Remaining in the sessions to ensure that any technology glitches are reported and fixed. Providing cues, prompts, and models for the student upon therapist direction. Helping relay information between the school staff and the therapist related to scheduling, absences, or school functions.</p> <p>The learning coach shall act under the directive of Global Teletherapy's Therapist in assisting the student.</p>
73	Describe how your organization maintains security of patient data and alignment to applicable legal, regulatory, or professional requirements, if any.	Global Teletherapy values the privacy of its therapists and students. We ensure patient data is secured and protected. Global Therapy and its Sourcewell partners will protect each other's Confidential Information from unauthorized use, access, or disclosure in the same manner as each protects its own Confidential Information, but with no less than reasonable care. The Company understands that the Company may receive from third parties confidential or proprietary information, including, but not limited to, personal, medical, or other information relative to the students and patients (collectively, "Third Party Information") subject to a duty on Company's part to maintain the confidentiality of such information and use it only for certain limited purposes. The Company agrees to hold Third Party Information in confidence and not to disclose to anyone (other than Company personnel who need to know such information in connection with their work for Company) or to use, except in connection with the Company's work for that particular school, Third Party Information unless expressly authorized in writing by an officer of the Client or required by law. The Company agrees to comply with all requirements under The Health Insurance Portability and Accountability Act of 1996 ("HIPAA") Privacy Rule regarding the use and disclosure of Third Party Information, with K-12 students with IEPs. Therapists must complete comprehensive training, designed to instruct them how to use GT platforms and programs for interactive therapy, as well as to instruct them on company policies, including the privacy of information (HIPAA, FERPA). As a follow-up to this training, each therapist participates in a one-on-one post-training session to ensure the therapist is ready.

74	Describe licensures, degrees, and/or certifications your teletherapy professionals maintain.	Global Teletherapy takes great pride in its rigorous hiring process. Every GT therapist has a Bachelor's Degree, Master's Degree and/or Ed/S and/or Ph/D, Professional License for a Speech-Language Pathologist from their licensed state, Medicaid Number which the provider can affiliate, National Provider Identification number, State Public Education Department License, Malpractice or Liability insurance, and Fingerprint/Background check. All SLPs are ASHA certified and OTs are AOTA certified and all mental health clinicians are fully licensed. We have staff dedicated to reminding therapists of their licensure expiration dates making sure that therapists have all necessary qualifications up to date.
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**Table 16: Exceptions to Terms, Conditions, or Specifications Form**

**Line Item 75. NOTICE:** To identify any exception, or to request any modification, to the Sourcwell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcwell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

**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 Sourcwell 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 Sourcwell.
3. Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.
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](#) - GT Pricing.zip - Tuesday October 26, 2021 11:27:56
- [Financial Strength and Stability](#) - gt financial stability.zip - Tuesday October 26, 2021 09:30:32
- [Marketing Plan/Samples](#) - GT Marketing.zip - Tuesday October 26, 2021 11:32:41
- [WMBE/MBE/SBE or Related Certificates](#) (optional)
- [Warranty Information](#) - GT warranty.pdf - Tuesday October 26, 2021 11:51:05
- [Standard Transaction Document Samples](#) - Example GT Per Diem Contract .pdf - Tuesday October 26, 2021 11:46:58
- [Upload Additional Document](#) - GT Progress Reports.zip - Tuesday October 26, 2021 12:22:33

## 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. - Rafi Cohn, Director of Customer Success, Global Teletherapy, LLC

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
<b>Addendum_5_Teletherapy_Services_RFP_102821</b> Thu October 21 2021 04:36 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_4_Teletherapy_Services_RFP_102821</b> Thu October 14 2021 05:32 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_3_Teletherapy_Services_RFP_102821</b> Wed October 6 2021 02:15 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_2_Teletherapy_Services_RFP_102821</b> Mon October 4 2021 01:23 PM	<input checked="" type="checkbox"/>	5
<b>Addendum_1_Teletherapy_Services_RFP_102821</b> Wed September 15 2021 02:20 PM	<input checked="" type="checkbox"/>	2

### ASSIGNMENT AGREEMENT

This Assignment Agreement is by and among **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479; **Global Teletherapy, LLC**, 1777 Reisterstown Road, Suite 165-R, Baltimore, MD 21208 (Global Teletherapy); and **PresenceLearning, Inc.**, 530 7th Avenue – M1, New York, NY 10018 (Presence Learning).

1. Sourcewell has an agreement with Global Teletherapy to provide teletherapy services under Sourcewell Contract Number 102821-GTY (the "Contract").
2. In 2021, PresenceLearning acquired Global Teletherapy, yet Global Teletherapy continued to operate as a subsidiary.
3. Global Teletherapy will cease operations and wishes to assign all its rights and responsibilities in the Contract to PresenceLearning.
4. The assignment provision of the Contract requires assignment of the contract only upon written consent of Sourcewell.

### Assignment

1. This Assignment Agreement will become effective the later of June 30, 2022, or the date of the last signature below.
2. Global Teletherapy wishes to assign to PresenceLearning all of Global Teletherapy's rights, responsibilities, and other provisions set forth in the Contract.
3. PresenceLearning has obtained a copy of the Contract from Global Teletherapy, and certifies it will comply with the terms of the Contract as executed Global Teletherapy and Sourcewell. The parties agree this assignment is unconditional and without recourse.
4. Global Teletherapy and PresenceLearning jointly and severally represent and warrant to Sourcewell that:
  - a. Global Teletherapy is not in default of any of its obligations under the Contract;
  - b. PresenceLearning is ready, willing, and able to perform all of the obligations and responsibilities of the Contract;
  - c. Global Teletherapy and PresenceLearning request consent from Sourcewell to this assignment; and
  - d. PresenceLearning accepts assignment of the provisions of the Contract.
5. In consideration for the above, Sourcewell consents to the assignment.

#### Global Teletherapy, LLC

By: Summer Allison  
6374AC9F99C5419...  
 Title: Authorized Signatory  
 Date: 6/15/2022 | 10:43 AM PDT

#### PresenceLearning, Inc.

By: Summer Allison  
6374AC9F99C5419...  
 Title: VP of Sales  
 Date: 6/15/2022 | 10:43 AM PDT

#### Sourcewell

By: Jeremy Schwartz  
C0FD2A139D06489...  
 Title: Jeremy Schwartz, Director of Operations and Procurement/CPO  
 Date: 6/16/2022 | 9:26 AM CDT

By: Chad Coquette  
7E42B8F817A64CC...  
 Title: Dr. Chad Coquette | Executive Director/CEO  
 Date: 6/16/2022 | 10:33 AM CDT