



**MASTER AGREEMENT #072225**  
**CATEGORY: 2 – Virtual Behavioral Health Therapy and Related Services**  
**SUPPLIER: Edgewood Health Network Inc. dba EHN Canada**

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, Staples, MN 56479 (Sourcewell) and Edgewood Health Network Inc., a British Columbia corporation located at 1800 - 510 West Georgia Street, Vancouver, V6B 0M3, Canada (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

NOW THEREFORE, in consideration of the mutual covenants and provisions contained in this Agreement, Sourcewell and Supplier agree as described below.

**Article 1:**  
**General Terms**

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.
- 2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.
- 3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.

- 4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.
- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on September 26, 2029, unless it is cancelled or extended as defined in this Agreement.
  - a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
  - b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
  1. **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #072225 to Participating Entities. In Scope solutions include: Virtual Behavioral Health Therapy and Related Services for the following categories:
    - a. **CATEGORY 2. Public Safety Employees;**
      - i. Psychology or Social work;
      - ii. Behavioral, Emotional, or Mental Health Counseling including but not limited to: video sessions, phone or text sessions, self-guided or self-help programs;
      - iii. Crisis support, suicide prevention; and
      - iv. Assessment or diagnostic services.
    - b. 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 a. above.
- 7) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 8) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 9) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 10) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may

request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.

11) **Open Market.** Supplier's open market pricing process is included within its Proposal.

**12) Supplier Representations:**

i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations, if any, related to the performance of its obligations under this Agreement.

ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.

iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

13) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcwell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

14) **Debarment and Suspension.** 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 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 Agreement. Supplier further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time during the term of this Agreement.

15) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement 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 Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements 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.

ii) **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 comply with all applicable Davis-Bacon Act provisions.

iii) **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, 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 Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **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 Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **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 Agreement it will comply with applicable requirements as referenced above.

vi) **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.

vii) **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).

viii) **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.

ix) **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.

- x) **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.
- xi) **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 Agreement 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.
- xii) **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.
- xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.
- xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a 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 Agreement or any purchase by an authorized user.
- xv) **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 Agreement or any purchase by a Participating Entity.
- xvi) **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.
- xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement 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.

xviii) **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.

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

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

## **Article 2: Sourcewell and Supplier Obligations**

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

- 1) **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.
- 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
  - Identify the applicable Sourcewell Agreement number;
  - Clearly specify the requested change;
  - Provide sufficient detail to justify the requested change;
  - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
  - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions 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 Agreement and will be incorporated by reference.

- 3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
  - Maintenance and management of this Agreement;
  - Timely response to all Sourcewell and Participating Entity inquiries; and
  - Participation in reviews with Sourcewell.

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.
- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions 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;
- Sourcewell Participating Entity Account Number;
- Transaction Description;
- Transaction Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Transaction was invoiced/sale was recognized as revenue by Supplier.

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.

- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.
- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement 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.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employer-employee, independent contractor, master-servant, principal-agent, or any other similar such relationship, between the parties.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by

Sourcewell, arising out of any act or omission in the performance of this Agreement 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 design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

- 18) **LIMITATION OF LIABILITY.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY HEREUNDER FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, AGGRAVATED, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
- 19) **DAMAGES.** INDEMNIFICATION OBLIGATIONS EXCLUDED, IN NO EVENT SHALL THE TOTAL LIABILITY OF THE SUPPLIER EXCEED THE TOTAL AMOUNT OF FEES PAID BY SUPPLIER TO SOURCEWELL DURING THE CALENDAR YEAR IN WHICH THE CLAIM IS MADE.
- 20) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.
- 21) **Grant of License.**
- a) **During the term of this Agreement:**
    - i) **Supplier Promotion.** 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, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.
    - ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.
  - b) **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, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.
  - c) **Use; Quality Control.**
    - i) 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.

- ii) 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. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.
  - d) **Termination.** Upon the termination of this Agreement 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.
- 22) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.
- 23) **Severability.** If any provision of this Agreement 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 Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 24) **Headings.** The descriptive headings of the sections of this Agreement are inserted for convenience only and do not control or affect the meaning or construction of any section.
- 25) **Force Majeure.** Neither Party will be liable for any delays resulting from circumstances or causes beyond its reasonable control, including, without limitation, fire or other casualty, act of God, war or other violence, or any law, order or requirement of any governmental agency or authority ("Force Majeure") if the party claiming the Force Majeure uses reasonable efforts to continue to perform and gives prompt written notice to the other party. In the event any Force Majeure will continue or reasonably be expected to continue for more than 30 days, the party not claiming a Force Majeure is entitled to immediately terminate this Agreement by written notice to the other party.
- 26) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in Canada having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:
- a) **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 Agreement.

- \$1,500,000 each occurrence Bodily Injury and Property Damage
- \$1,500,000 Personal and Advertising Injury
- \$2,000,000 aggregate for products liability-completed operations
- \$2,000,000 general aggregate

- b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
- c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its 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) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

- 27) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- 28) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

### **Article 3: Supplier Obligations to Participating Entities**

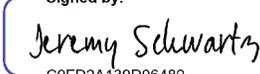
The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

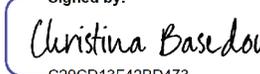
- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.
- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.
- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.
- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Each of the signers of this Agreement hereby represents and warrants that they have authority to execute this Agreement on behalf of each of their governing entities and to bind the respective entities to all of the terms, conditions, provisions and obligations contained in this Agreement.

Sourcewell

Edgewood Health Network Inc.  
dba EHN Canada

Signed by:  
  
C0FD2A139D06489...  
By: \_\_\_\_\_  
Jeremy Schwartz  
Title: Chief Procurement Officer  
Date: 12/23/2025 | 11:37 AM CST

Signed by:  
  
C29CD13F42BD473...  
By: \_\_\_\_\_  
Christina Basedow  
Title: Chief Operating Officer  
Date: 12/23/2025 | 10:33 AM CST

# RFP #072225 - Virtual Behavioral Health Therapy and Related Services

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## Vendor Details

Company Name: EHN CANADA  
Does your company conduct business under any other name? If yes, please state: Edgewood Health Network Inc.  
Address: 110 Eglinton Ave E  
Toronto, Ontario (ON) M4P 2Y1  
Contact: EHN Procurement  
Email: procurement@ehncanada.com  
Phone: 416-893-6677  
HST#:

## Submission Details

Created On: Thursday July 03, 2025 15:23:16  
Submitted On: Tuesday July 22, 2025 15:49:47  
Submitted By: EHN Procurement  
Email: procurement@ehncanada.com  
Transaction #: a8e88726-06b2-4bc1-86c6-419975ee4960  
Submitter's IP Address: 147.243.254.112

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**Specifications**

**Table 1: Proposer Identity & Authorized Representatives (Not Scored)**

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

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer’s corporate organization affiliation.

Line Item	Question	Response *
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Edgewood Holdings USA Inc.
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	Edgewood Holdings USA Inc. (also known as EHN Health USA) EHN Outpatient Services Inc. (also known at EHN Online) Edgewood Health Network Inc. (also known as EHN Canada)
4	Provide your CAGE code or Unique Entity Identifier (SAM):	In progress
5	Provide your NAICS code applicable to Solutions proposed.	62142: Out-patient mental health and substance use centres
6	Proposer Physical Address:	506 Second Avenue Ste. 1400 Seattle, WA, 98104
7	Proposer website address (or addresses):	<a href="https://www.ehnhealthusa.com/">https://www.ehnhealthusa.com/</a> <a href="https://www.edgewoodhealthnetwork.com/locations/ehn-online/">https://www.edgewoodhealthnetwork.com/locations/ehn-online/</a>
8	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):	Rochelle Hildebrand, Vice President Operations and Outpatient Services, EHN Canada rhildebrand@ehncanada.com 647-259-8345
9	Proposer’s primary contact for this proposal (name, title, address, email address & phone):	Dr. Suanne Wong, Senior Director of Strategy Partnerships, EHN Canada swong@ehncanada.com 416-893-6677
10	Proposer’s other contacts for this proposal, if any (name, title, address, email address & phone):	Ashley Blassingame, Executive Director of EHN Health USA ashley.blassingame@EHNHealthUSA.com 949-433-8523  Crystal Bell, Executive Director of EHN Outpatient Services Inc. cbell@ehncanada.com 705-408-2510

**Table 2A: Financial Viability and Marketplace Success (50 Points, applies to Table 2A and 2B)**

Line Item	Question	Response *
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11	<p>Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.</p>	<p>As an affiliate of the national entity Edgewood Health Network Inc. (also known as EHN Canada), EHN Health USA represents our core values in the United States. In Canada, EHN is the nation's largest network of industry-leading mental health and addiction treatment centres. With over 100 years of collective experience in providing high quality inpatient and outpatient services. EHN Canada specializes in the treatment of substance use disorders, mental health conditions and trauma. With twelve inpatient facilities across Canada and EHN Outpatient Services, we believe in providing accessible, trauma informed, evidence-based treatment for all persons.</p> <p>Our Vision</p> <p>Mental health care that is</p> <ul style="list-style-type: none"> <li>- Excellent: based on the best available research, adheres to very high medical standards, educates patients, and changes lives</li> <li>- Accessible: Destigmatized, personalized, and flexible, with no wait times, and wide availability</li> <li>- Affordable: Paid for by your government or employer and on par with treatment for other conditions</li> </ul> <p>Our Mission</p> <p>We strive to:</p> <ul style="list-style-type: none"> <li>- Provide full-spectrum care dedicated to the best outcomes, and delivered by medical experts</li> <li>- Help patients address the root causes of their concerns through evidence-based care</li> <li>- Provide a safe, inclusive, and comfortable environment for recovery</li> <li>- Help families heal</li> <li>- Support the public care system where we can</li> </ul> <p>Our Values</p> <p>Exceptional Clinical Care, Compassion, and Courage.</p> <p>EHN Canada celebrated its 12-year anniversary in December 2025, though many of the treatment centres have been in operation for over 20 years. With a team of over 1,000 staff, we provide care to thousands of clients annually, offering 1:1 counselling, assessments, inpatient and outpatient programs, hybrid treatment models, and aftercare to support individuals at all levels of care; mild, moderate, or severe.</p> <p>In 2024, EHN Canada provided treatment to:</p> <ul style="list-style-type: none"> <li>- 1,976 EHN Inpatient clients</li> <li>- 571 EHN Outpatient Therapy Program (VITP) clients</li> <li>- 1,512 Aftercare clients</li> <li>- 184 1:1 Counselling clients</li> <li>- 87 clients through miscellaneous services including group therapy drug monitoring, and assessments</li> </ul> <p>All EHN facilities operate with a trauma-informed approach, ensuring that clients receive comprehensive, evidence-based care that aligns with a continuum of care model, supporting them at every stage of their recovery journey.</p>
12	<p>What are your company's expectations in the event of an award?</p>	<p>We would welcome the opportunity to connect and discuss ongoing expectations, including how best to engage with participating entities to support business growth. We would also like to align on service launch dates and ramp-up timelines to ensure a smooth rollout. Additionally, we propose holding quarterly meetings on an ongoing basis to review progress, address any emerging needs, and explore opportunities for continuous improvement and collaboration.</p>
13	<p>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. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.</p>	<p>EHN Outpatient Services Inc. is an affiliated entity of Edgewood Health Network Inc. (EHN Canada) We do not provided financial statements externally. However, we can confirm that EHN Canada and its affiliates continue to operate as a going concern with a positive outlook, and that we received an opinion from our auditors, MNP, for the latest fiscal year ended March 31, 2024 with that stated in their opinion; there were no material concerns to the representation of the financial statements. Additionally, our operations across Canada have seen solid growth year over year, greater than 10%, driven by an increase in patient volume. We opened three new inpatient sites in Fiscal Year 2025 in Saskatchewan and also grew our Outpatient business significantly.</p>
14	<p>What is your US market share for the Solutions that you are proposing?</p>	<p>Our EHN Health USA clinicians hold licenses in 15 states total which allows us to offer needed services to 15 million individuals. As EHN Health USA is still emerging in this space, we are leveraging the experience and proven success of EHN Canada to support our growth.</p>

15	What is your Canadian market share for the Solutions that you are proposing?	<p>EHN Outpatient Services Inc. is a nationally recognized provider of evidence-based outpatient mental health and addiction services, with over 10 years of experience delivering care across Canada. We are the only known provider offering Intensive Mental Health Outpatient Programming (VITP) through a PEPM (per employee/member per month) model nationally — a distinction that sets us apart in the Canadian marketplace.</p> <p>Our outpatient programs serve approximately 2,000 clients annually, and we have built strong delivery capacity across every province, with high engagement in Ontario, British Columbia, Saskatchewan, Quebec, and Nova Scotia. Due to the fragmented nature of outpatient behavioral health services in Canada, comprehensive market share data is limited. However, based on our national footprint, unique delivery model, and consistent year-over-year growth, EHN is positioned as one of the foremost outpatient mental health providers in the country.</p>
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	Not applicable.
17	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b).</p> <p>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?</p> <p>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?</p>	<p>b) EHN is best described as a service provider (employees are our own).</p> <p>Sales:  EHN's dedicated direct sales team includes nine professionals in Canada, supported by three operational staff and one team manager. This team focuses on relationship-building with referral sources, corporate partners, and healthcare providers across the country. In the U.S., EHN Health USA maintains a Director of Business Development who fulfills a similar function. Complementing this team is a national Admissions department of approximately 70 staff. While not technically part of the sales team, these employees play a critical role in client conversion and intake, forming a seamless front-end experience. Together, these teams represent a fully integrated, employee-led intake and outreach function, headquartered in Toronto, Nanaimo/Vancouver and Seattle.</p> <p>Service:  EHN's outpatient service delivery is supported by a multidisciplinary, fully remote clinical workforce comprised of directly employed staff. This team includes:</p> <ul style="list-style-type: none"> <li>- Counsellors – Outpatient: A network of Mental Health &amp; Addiction Counsellors (Levels I and II), SUD Clinical Counsellors, and specialized practitioners such as Occupational Therapists. These professionals report within a clear supervisory structure led by Managers, Clinical Directors, and a Director of Substance Use Programs.</li> <li>- Support Counsellors: Mental Health Treatment Support Workers (IOP) who assist in delivering structured, evidence-based outpatient treatment programming, under the supervision of senior clinical staff.</li> <li>- Specialists and Allied Clinicians: Includes a Clinical Psychologist, a Nurse Practitioner, and a Psychiatrist—ensuring comprehensive care that spans medical and therapeutic interventions. These practitioners work collaboratively with frontline counsellors to deliver holistic treatment experiences.</li> <li>- Corporate Care and Admissions Staff: A team of Corporate Care Specialists and Client Care Coordinators dedicated to client engagement, intake, and coordination. Though not clinical, they are critical to the delivery process, ensuring timely onboarding and continued administrative support throughout treatment.</li> <li>- All listed professionals are EHN employees, not contractors or third-party providers. This team is fully remote and operates under a defined supervisory model, with Managers overseeing performance, quality assurance, and training. Staff report into experienced leadership spanning roles in Clinical Management, Operations, and Admissions, ensuring consistency and alignment with EHN's national care standards.</li> </ul> <p>These teams are based in key hubs including Toronto, Nanaimo, Red Deer, Fort Steele, Calgary, Peterborough, Regina, Montreal (for French-language services), and Seattle. with additional staff working remotely or in hybrid roles across the country (Canada and US). All clinical services are delivered by EHN-employed staff within a clear supervisory framework, ensuring consistent, high-quality care aligned with EHN's national standards.</p>

<p>18</p>	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>EHN Health USA</p> <p>EHN Health USA is a virtual outpatient behavioral health provider offering services across multiple U.S. states. In pursuit of the business contemplated by this RFP, our organization ensures full compliance with federal, state, and local regulations. The following licenses and certifications are either held or required as part of our operations:</p> <ul style="list-style-type: none"> <li>- State Licensure: EHN Health USA holds behavioral health facility licenses in the states where treatment services are offered, in accordance with state-specific telehealth and outpatient treatment regulations. Licensure is obtained and maintained through each state's Department of Health or Behavioral Health governing body.</li> <li>- Clinical Provider Licensure: All therapists, counselors, and prescribers delivering care are licensed in the states where clients reside. Our clinicians include Licensed Clinical Social Workers (LCSWs), Licensed Marriage and Family Therapists (LMFTs), Licensed Professional Counselors (LPCs), and Psychiatrists (MD/DOs), all of whom are individually credentialed and meet ongoing continuing education and renewal requirements.</li> <li>- Telehealth Compliance: EHN Health USA operates in full accordance with HIPAA and relevant state telehealth laws, including the use of a HIPAA-compliant video platform (Zoom for Healthcare), secure electronic medical records (Opus EMR), CRM (Salesforce), and data storage solutions (Microsoft Azure Cloud).</li> <li>- Substance Use Disorder (SUD) Programs: For programs that include SUD treatment, we maintain appropriate licensure and staffing standards as required at the state level. Where applicable, we comply with ASAM (American Society of Addiction Medicine) criteria and provide qualified clinical supervision.</li> <li>- Subcontractors &amp; Third Parties: Any subcontracted providers or third-party clinicians delivering services through our platform are subject to the same licensure verification, credentialing, and compliance standards. They must maintain active, unrestricted professional licenses in the jurisdictions in which they operate.</li> <li>- Internal Compliance Oversight: EHN Health USA maintains a dedicated compliance team responsible for ensuring ongoing adherence to licensing, certification, and operational requirements across all jurisdictions.</li> </ul> <p>EHN Outpatient Services Inc. (Canada)</p> <p>EHN Outpatient Services Inc. delivers in-person and virtual outpatient mental health and substance use treatment services across multiple provinces in Canada. We are fully licensed and compliant with all regulatory and professional requirements governing behavioral healthcare in each jurisdiction we serve.</p> <ul style="list-style-type: none"> <li>- Provincial Health Regulations: EHN Outpatient Services Inc. complies with all applicable provincial health acts and privacy legislation, including: Personal Health Information Protection Act (PHIPA) in Ontario, Health Information Act (HIA) in Alberta, Act Respecting the Sharing of Certain Health Information in Quebec, and Freedom of Information and Protection of Privacy Act (FIPPA) in British Columbia and other jurisdictions as required.</li> <li>- Clinical Licensure and Regulation: All clinicians—including Registered Social Workers (RSWs), Registered Psychotherapists (RPs), Psychologists, and Psychiatrists—are licensed in their respective provinces and governed by relevant regulatory colleges (e.g., CRPO, OCSWSSW, CPSO, College of Psychologists of Ontario, etc.). All clinicians meet continuing competency and supervision standards as required by their governing bodies.</li> <li>- Facility and Organizational Compliance: All physical locations meet provincial standards for healthcare delivery environments, including infection prevention and control (IPAC) measures and emergency protocols. Virtual services are delivered in accordance with guidance from provincial colleges regarding telepsychology and virtual therapy.</li> <li>- Telehealth and Data Privacy: EHN Canada's virtual services are delivered using secure, PHIPA- and PIPEDA-compliant platforms, including Zoom for Healthcare and the Opus EMR system. Data is stored on secure, encrypted Canadian servers whenever required by jurisdiction.</li> <li>- Subcontractors &amp; Partners: Any affiliated or subcontracted providers are required to maintain licensure in good standing within their respective provinces and adhere to the same privacy, ethics, and clinical standards as internal staff.</li> <li>- Compliance Oversight: EHN Outpatient Services Inc. has an internal clinical governance and compliance structure that oversees regulatory adherence, quality assurance, and risk management across its national operations.</li> </ul> <p>Together, EHN Health USA and EHN Outpatient Services Inc. (Canada) maintain rigorous standards for licensing, certification, and compliance across North America to ensure safe, legal, and high-quality behavioral healthcare delivery.</p>
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19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	Not applicable.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	Employer Awards & Accreditations: - 2025 Best Place to Work – Human Resources Director (HRD) - Canada’s Best Employers for Recent Graduates - The Career Directory 2025 - Winner of Nov 2024-Nov 2025 - Great Place to Work® Certified - Top Employer Winner - Greater Toronto’s Top Employers 2023 - CCDI Employer Partner – Canadian Centre for Diversity and Inclusion - CARF Accredited – Commission on Accreditation of Rehabilitation Facilities - Accredited - Accreditation Canada	*
21	What percentage of your sales are to the governmental sector in the past three years?	Approximately 25% of our Outpatient Services in Canada are currently provided to those who work in the public sector, including Veterans Affairs Canada, Canadian Armed Forces, RCMP, and Workers’ Compensation Boards across the country.	*
22	What percentage of your sales are to the education sector in the past three years?	We have recently started working with the Ontario Teachers’ Insurance Plan (OTIP), and while referral volumes are currently small, we expect utilization of services to grow over the next year.	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	Not applicable.	*
24	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?	Not applicable.	*

**Table 2B: References/Testimonials**

**Line Item 25.** Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
CINUP / JG Benefits Inc.	Karen Vince, Vice President	Tel: 1-855-772-4781 Direct Line: 1-204-788-7322	*
RCMP H-DIVISION	Kim Nocita, Director, Member Benefits	1-613-843-6313	*
CAMH/WSIB	Maria Zhang, Director, Worker Oriented Clinical Programs	1-647-463-8866	*

**Table 3: Ability to Sell and Deliver Solutions (150 Points)**

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

Line Item	Question	Response *	

26	Sales force.	<p>EHN Canada and EHN Health USA maintain a dedicated, employee-led sales and admissions structure to support national access and client engagement across both countries.</p> <p>In Canada, EHN has a direct sales team comprised of nine professionals, supported by three operational staff and one team manager. This team is focused on building and maintaining relationships with referral sources, corporate partners, and healthcare providers across the country, promoting awareness of EHN's inpatient and outpatient services.</p> <p>In the U.S., EHN Health USA is supported by a Director of Business Development who leads similar outreach and relationship-building activities, ensuring alignment with EHN's broader strategic goals.</p> <p>Complementing the direct sales function is a comprehensive Admissions team of approximately 70 staff. While not technically part of the sales team, Admissions plays a vital role in client engagement, intake, and conversion—from initial inquiry through to treatment onboarding. This includes:</p> <ul style="list-style-type: none"> <li>- Admissions Coordinators (East, West, and nationally distributed)</li> <li>- Referent Admissions Specialists</li> <li>- Client Care Specialists and Coordinators</li> <li>- Team Leads and Supervisory roles</li> </ul> <p>Together, the Sales and Admissions teams form a fully integrated, client-centered intake and outreach function. These teams are headquartered in key operational hubs including Toronto, Nanaimo/Vancouver, and Seattle, with additional staff working in hybrid or remote roles nationwide.</p>
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	<p>EHN and its affiliates deliver all services directly through its owned and operated facilities and virtual platforms, without the use of third-party dealers, distributors, or resellers. Our programs are delivered by internal clinical and support teams across our national network.</p> <p>However, a limited subset of outpatient services may benefit from the use of an Internet-based Cognitive Behavioural Therapy (ICBT) platform delivered in partnership with Starling Minds, a trusted digital mental health provider. This relationship is tightly integrated into our service model and overseen by EHN's clinical leadership to ensure quality and continuity of care.</p>

<p>28</p>	<p>Service force.</p>	<p>EHN Canada and EHN Health USA operate with a comprehensive clinical team distributed across inpatient and outpatient treatment settings in both countries. The clinical structure is built around specialized care delivery with clear supervisory hierarchies and geographic distribution.</p> <p>The clinical workforce is organized into several key divisions:</p> <ul style="list-style-type: none"> <li>- Counselling Services form the largest segment, including Mental Health &amp; Addiction Treatment Support Workers and Mental Health &amp; Addiction Counsellors (Levels I and II) who provide direct patient care across inpatient and outpatient settings. This frontline team is supported by specialized roles such as Trauma Specialists, Recovery Coaches, and Transition Counsellors.</li> <li>- Clinical Leadership includes Clinical Directors, Clinical Managers, and Clinical Supervisors who oversee program delivery and staff development. Team Leaders and Supervisors for Mental Health &amp; Addiction Support Workers provide additional operational oversight across locations.</li> <li>- Specialized Clinical Services encompass registered professionals including Registered Psychotherapists, Clinical Psychologists, Social Workers (MSW), Occupational Therapists, Recreation Therapists, and Dietitians/Nutritionists. Medical support is provided by Psychiatrists, a Medical Director, and Nurse Practitioners.</li> <li>- Physical Health &amp; Wellness specialists include Yoga and Meditation Instructors, Music Therapists, and Expressive Arts Therapists, reflecting EHN's holistic treatment approach.</li> <li>- Geographic Distribution spans major treatment hubs in Nanaimo, Toronto, Red Deer, Fort Steele, Calgary, Peterborough, Regina, and specialized locations including Mont-Royal for French-language services. Remote and hybrid positions provide flexible service delivery nationwide.</li> </ul> <p>The clinical team maintains a robust supervisory structure with manageable span-of-control ratios, ensuring quality care delivery and professional development across all treatment modalities and locations.</p> <p>These services are guided by the support and leadership of:</p> <p>Joanna Contreras-Schwartz, LCSW, Ph.D.          Clinical Director, USA          Dr. Joanna Contreras-Schwartz has been providing therapy to adolescents and adults since 2008. She has worked in leadership roles for over 10 years and is passionate about developing and delivering high-quality clinical care. Joanna believes that compassion, honesty, and a little bit of humor create a meaningful therapeutic experience. She is trained in DBT, CBT, MI, EMDR, and equine-assisted psychotherapy, and takes a trauma-informed approach.</p> <p>Cynthia Rose, LMFT          Clinical Supervisor          Cynthia Rose brings over 18 years of experience in the mental health field across the US and Europe. She has worked extensively with justice-involved individuals, domestic violence offenders, military personnel, and emergency mental health responders. A Licensed Marriage and Family Therapist (LMFT), she is EMDR-trained and DBT-certified.</p> <p>Annastasia Martin, RP, MACP          Clinical Director, Canada          Annastasia Martin is a Registered Psychotherapist with wide-ranging experience in private and public healthcare settings, including both inpatient and community-based care. She has held roles as Therapist and Clinical Manager at the Guardians Gateway site, where she leads the delivery of trauma-informed, evidence-based care. Annastasia is passionate about managing high-performing clinical teams and supporting therapists in meeting professional and clinical goals. She specializes in Cognitive Processing Therapy (CPT), Dialectical Behaviour Therapy (DBT), Cognitive Behavioural Therapy (CBT), Accelerated Resolution Therapy (ART), and Motivational Interviewing. She holds a Master of Arts in Counselling Psychology from Yorkville University, a Post-Graduate Certificate in Therapeutic Recreation from Fleming College, and an Honours Bachelor of Science in Psychology from Trent University.</p>
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29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>EHN Outpatient Services Inc. handles all service requests and “orders” directly through our in-house Admissions Department, with no use of third-party distributors, dealers, or intermediaries. This ensures a streamlined and consistent intake process for all clients, partners, and Sourcewell participants.</p> <p>When a referral or inquiry is received—whether through a partner organization, employer, insurer, or directly from an individual—our Admissions team provides immediate support. The process typically includes:</p> <p>1) Initial Contact &amp; Triage: A centralized team member gathers relevant information to understand the client's needs and determine program eligibility.</p> <p>2) Clinical Intake &amp; Matching: A clinically trained admissions specialist conducts a structured intake to assess treatment appropriateness. Clients are then matched to the most appropriate level of care and therapist based on clinical needs, region (if applicable), and scheduling preferences.</p> <p>3) Coordination &amp; Onboarding: Once a program is confirmed, the Admissions team provides onboarding instructions, schedules sessions, and ensures the client is supported through the first engagement.</p> <p>Throughout this process, all coordination and communications remain internal to EHN. This centralized approach ensures data security, continuity of care, and alignment with our national clinical standards. Additionally, our admissions operations are fully remote and available across all time zones in Canada and the U.S., allowing for flexible and responsive service to Sourcewell participants regardless of location.</p>	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Initial Planning and Needs Assessment: We begin by understanding the goals and requirements of our client organizations. This includes open dialogue to identify needs, expectations, and desired outcomes. Our team works closely with key stakeholders to ensure relevant information is captured and services align with organizational objectives.</p> <p>Tailored Service Design: Based on gathered information, we design customized service plans that reflect both the client organization's needs and the individual needs of those served. Our flexible, evidence-based delivery models are adaptable to each organization's context.</p> <p>Clear Communication Channels: Throughout planning and implementation, we establish clear communication with client stakeholders. We designate key contacts, provide regular updates, and host check-ins to discuss progress, challenges, and adjustments. This fosters collaboration and ensures ongoing engagement.</p> <p>Implementation and Support: Our experienced team oversees service implementation, emphasizing staff training, client orientation, and resource provision to meet expectations. We remain available throughout to support, troubleshoot, and resolve any emerging concerns.</p> <p>Ongoing Monitoring and Feedback: We monitor service effectiveness through data collection, client feedback, and performance metrics. Regular evaluations help identify improvement opportunities. Clients receive periodic reports, case reviews, or quarterly meetings based on their preferences, with feedback actively solicited to refine service delivery.</p> <p>Long-Term Relationship and Continuous Improvement: Our commitment to client satisfaction extends beyond implementation. We maintain long-term relationships through ongoing dialogue, training, and collaborative service enhancement strategies. Our focus on continuous improvement ensures services remain effective, relevant, and aligned with evolving organizational needs.</p> <p>At EHN, we understand that successful service delivery requires more than clinical expertise—it demands strong, well-managed relationships. Through dedicated teams, clear communication, and structured measurement-based care, we ensure every partnership is effective, responsive, and results-driven.</p>	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	<p>EHN Health USA is eager and excited for the opportunity to provide important mental health and addiction treatment service to Sourcewell's Participating Entities in the USA. We have the experience and clinical expertise to deliver high quality care. We are agile and prepared to scale operations quickly to meet service demands.</p>	*

32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>EHN Canada is excited to share its extensive expertise and commitment to delivering high-quality outpatient mental health services through this partnership with Sourcewell. With over 10 years of experience in providing accessible and comprehensive outpatient care, EHN Canada is well-positioned to meet the diverse needs of Sourcewell participating entities across the country.</p> <p>We are committed to bringing scale and operational excellence to this initiative, ensuring that all services are delivered efficiently, effectively, and in full compliance with relevant regulatory requirements. Our nationwide presence and established reputation for clinical quality and customer satisfaction make us an ideal partner for this program.</p> <p>Through this collaboration, we look forward to supporting Sourcewell's mission by offering tailored, innovative solutions to meet the mental health and wellness needs of organizations across Canada.</p>	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	<p>EHN Outpatient Services is headquartered in Toronto, Ontario, Canada and is able to provide virtual serves to all provinces and territories in Canada. EHN Health USA currently holds a facility license in WA which allows us to offer SUD IOP services. Facility licenses allowing us to do the same are pending in the following states: CA, OR, TX, FL, AZ.</p>	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	<p>Education entities - EHN only provides services to adults 18+. While EHN Health USA and EHN Outpatient Services could provide virtual behavioral therapy services to faculty and staff, we will be unlikely to be able to support students and younger clients.</p>	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	<p>EHN Health USA would require appropriate licensure for a clinician to practice in these locations.</p>	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	<p>Yes, EHN Health USA and EHN Outpatient Services would be pleased to work with nonprofit entities.</p>	*

**Table 4: Marketing Plan (100 Points)**

Line Item	Question	Response *
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>EHN has a strong Marketing Team that supports the communication, awareness, branding, and business and strategic needs of both internal stakeholders and external partners. With coordination and liaison from our Transitions Team, we are committed to working with Participating Entities to optimize the promotion and marketing of awarded services to all eligible members. In working with other partners, this can include:</p> <ul style="list-style-type: none"> <li>- Quarterly update meetings with leadership and stakeholders to identify opportunities for raising awareness</li> <li>- Identifying in-house champions to advocate for mental health</li> <li>- Templates for monthly email newsletters</li> <li>- Designed flyers and postings for employee or HR resource portals</li> <li>- Virtual engagement sessions where employees can learn more about services and ask questions</li> <li>- Offering virtual educational series</li> <li>- Emphasizing the confidential nature of inquiries for services</li> <li>- Featuring testimonials and success stories</li> <li>- Participation in company-wide wellness promotion days or events</li> <li>- Dedicated education program for supervisors and HR managers</li> </ul> <p>Examples of some marketing materials are attached.</p>
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Our national Marketing Team relies heavily on digital media and technology to enhance marketing effectiveness. We are live on multiple social media platforms, including LinkedIn, Instagram, and Facebook. We are LegitScript certified as an Addiction Treatment Provider and commit to ethical advertising through Google, Meta, and Microsoft. We are also proud to offer a robust set of online resources and education, including blog posts, webinars, podcasts, and monthly e-newsletters.</p>
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	<p>We would be grateful for collaborative marketing if possible. For example, sharing of social media posts and other relevant digital content. Increasing awareness among employers and workers for the importance of high quality mental health treatment at the right time and the right level of care is much-needed, and we would appreciate Sourcewell's support in this effort.</p> <p>We also anticipate that Sourcewell would assist with increasing awareness of our services to your entire network of Participating Entities. This could include hosting live and recorded information sessions, distributing materials, and making introductions as appropriate.</p> <p>Once a Service Agreement is signed with a Participating Entity, then testimonials and references, from both the Participating Entity and any clients who have successfully completed one of our treatment programs, become some of our strongest marketing tools. These are only possible when we deliver on high quality care, positive outcomes, and excellent customer service throughout.</p>
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Not applicable.

**Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)**

Line Item	Question	Response *
41	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.	<p>For Participating Entities who choose our subscription-based model of Per-Employee-Per-Month (PEPM) Pricing, EHN offers monthly immersive education webinars. These are engaging and informative 3-hour education session that cover:</p> <ul style="list-style-type: none"> <li>- Explanations of common mental health conditions</li> <li>- Signs that a member may be struggling with a mental health concern</li> <li>- Plus, an exclusive opportunity to participate in an immersive experience with EHN Online's virtual Intensive Outpatient Program</li> </ul> <p>This education session empowers people leaders to approach a member in need, have a sensitive conversation, and know how to offer assistance.</p> <p>In addition, we can offer ad hoc information and educational sessions to Participating Entities. During onboarding and ongoing engagement, our Partnerships Director(s) and Account Manager(s) would work with each Participating Entity to identify their needs for support and training and develop and plan to offer appropriate options.</p>

42	Describe any technological advances that your proposed Solutions offer.	<p>EHN Outpatient Services relies on the proprietary technology EHN Online (Powered by Wagon) to deliver a variety of therapeutic modalities online including psychoeducation, process groups, DBT skills, behavioral activation and ACT (acceptance and commitment therapy). EHN Online (Powered by Wagon) has treated a wide variety of clients from all over Canada.</p> <p>EHN Online (Powered by Wagon) uses Zoom and Teams Video Communications Inc. as the technology for hosting secure client video counselling sessions. Wagon has implemented an Enterprise-level account with a Healthcare add-on, which means that Zoom/Teams is HIPPA and PIPEDA/PHIPPA compliant with 256-bit AES encryption. In addition, EHN Online (Powered by Wagon) has implemented the following measures to protect client privacy:</p> <ul style="list-style-type: none"> <li>- Unique User ID's and Passwords: EHN Online (Powered by Wagon) generates a unique meeting ID and password for each session that is scheduled, which prevents clients who have completed their program from attending future sessions.</li> <li>- Auto-Invitations: The EHN Online (Powered by Wagon) system ensures that only clients who are placed in a session by a staff member receive an invitation to the meeting. Clients are removed from sessions as soon as they are discharged and will not receive any further invitations.</li> <li>- Waiting Room: all clients are placed into a waiting room and the facilitating Wagon counsellor must physically admit them into the meeting. This means that the counsellor can verify each name against the attendance list.</li> <li>- Anonymity: clients are auto identified by first name and last name initial in order to help protect their anonymity during sessions.</li> <li>- Locked Meetings: EHN Online (Powered by Wagon) counsellors are instructed to lock each meeting after 15 minutes in order to prevent anyone from entering the meeting.</li> <li>- Clients use the WAGON app to log in for sessions, access the full curriculum, complete homework, explore tools, and practice meditations, all available for one year.</li> </ul>
43	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	<p>Green Digital Infrastructure:</p> <ul style="list-style-type: none"> <li>- Server Efficiency: Optimize backend processes to reduce energy usage and digital waste.</li> </ul> <p>Eco-Conscious Digital Practices:</p> <ul style="list-style-type: none"> <li>- Eco-Friendly Web Design: Streamlined websites and platforms that use minimal bandwidth reduce the energy required to load pages and run sessions.</li> <li>- Low-Emission User Experience: Encourage turning off video in certain sessions when appropriate (audio-only can use less bandwidth and energy).</li> <li>- Paperless Operations: Encourage digital documentation, billing, and onboarding.</li> </ul> <p>Sustainable Work-from-Home Policies:</p> <ul style="list-style-type: none"> <li>- Remote-first Culture: Reduces commuting and lowers the carbon footprint.</li> <li>-Eco Incentives for Staff: Encourage staff to adopt green home-office practices (e.g., LED lighting, energy-efficient devices, recycling e-waste).</li> </ul> <p>Green Partnerships and Procurement:</p> <ul style="list-style-type: none"> <li>- Use eco-certified software tools, office supplies, and tech equipment.</li> </ul> <p>Environmental Wellness Education:</p> <ul style="list-style-type: none"> <li>- Incorporate eco-therapy concepts or nature-connectedness into therapeutic practices (relevant for trauma, anxiety, or depression).</li> <li>- Offer clients resources or workshops on the connection between environment and mental health</li> </ul>
44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Not applicable.
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>YEARS OF EXPERIENCE</p> <p>EHN Canada celebrated its 12-year anniversary in December 2025, though many of the treatment centres have been in operation for over 20 years. With a team of over 1,000 staff, we provide care to thousands of clients annually, offering 1:1 counselling, assessments, inpatient and outpatient programs, hybrid treatment models, and aftercare to support individuals at all levels of care; mild, moderate, or severe.</p> <p>TRAUMA-INFORMED CARE</p> <p>EHN Canada is a leader in trauma-informed mental health and addiction treatment, providing comprehensive inpatient, outpatient, virtual, and aftercare services for individuals affected by discrimination, sexual abuse, and workplace psychological injuries. Our expertise includes intergenerational trauma, military sexual trauma, and workplace related psychological injuries, ensuring evidence-based care that fosters healing, resilience, and long-term recovery.</p> <p>Our trauma informed model prioritizes safety, trust, empowerment, and cultural sensitivity. Our</p>

teams have extensive experience supporting:

- Our entire Outpatient team has completed the San'yas Indigenous Cultural Safety Training, ensuring that everyone who interacts with individuals identifying as Indigenous does so with cultural awareness, respect, and sensitivity. This training equips our staff with the knowledge and skills to provide safe, inclusive, and culturally informed care.
- Military personnel, veterans, and first responders affected by PTSD and moral and psychological injury.
- Individuals experiencing workplace psychological injuries, including clients referred through our contracts with WCB Nova Scotia and WSIB (Workplace Safety Insurance Board) of Ontario, which focus on rehabilitation from workplace trauma, harassment, and discrimination.

By offering a full continuum of care, EHN Canada ensures that individuals affected by discrimination, sexual trauma, and workplace psychological injuries receive specialized support throughout our range of therapeutic services. Our commitment to continuous learning, community partnerships, and individualized care allows us to empower trauma survivors on their path to recovery.

#### EVIDENCE-BASED CARE

EHN is committed to treatment grounded in evidence-based therapeutic modalities, including: Cognitive Behavioral Therapy (CBT), Cognitive Processing Therapy (CPT), Dialectical Behavioral Therapy (DBT), Motivational Interviewing (MI), and Seeking Safety. Annual curriculum reviews integrate the latest evidence-based practices.

#### MEASUREMENT-BASED CARE

Measurement-Based Care (MBC) is a data-driven approach that ensures treatment remains responsive and outcome-focused. All programs include regular outcome measures to track progress, adjust treatment, and provide the appropriate level of care. For patients, MBC helps them better understand the nature of their condition and monitor their own symptoms. For providers, MBC supports clinical judgment, helps identify patients who are improving or deteriorating, and alerts to the need for adjusting therapies sooner rather than later. For organizations like EHN, aggregate data from MBC provides objective measures to identify opportunities for—and to deliver and evaluate—quality improvement efforts. For health systems, MBC will allow, over time, system-level understanding of how different populations respond to treatment and what factors may influence that response.

#### DIVERSITY, ACCESSIBILITY, AND INCLUSION

To ensure the highest quality of care, EHN partners with leading experts in trauma, equity, and inclusion to enhance clinical training and service delivery.

- We incorporate trauma-informed care principles, anti-oppressive frameworks, and intersectional approaches to ensure therapy is safe, empowering, and client-centered.
- Our clinical teams receive specialized training in trauma informed care, including seeking safety, and cognitive processing therapy.

EHN provides ongoing education and specialized training to ensure that clinicians, staff members, and leadership are equipped to support diverse populations effectively and provide culturally competent care.

- EHN Canada launched an Equity, Diversity, and Inclusion (EDI) Committee in 2024, led by staff with leadership sponsorship. (The committee focuses on promoting equitable experiences for clients and staff, recognizing key events such as Truth and Reconciliation Day, Black History Month, and Pride, and implementing strategies for systemic change.)
- Recent and upcoming EHN wide training includes topics such as Black History in Canada, Are you an Ally, Cultivating DEI at work and Honour Indigenous Peoples in Canada.

EHN is committed to breaking down barriers to care through accessible and flexible treatment options:

- Online outpatient programs improve access for rural populations, individuals with mobility challenges, and those with caregiving responsibilities (childcare, eldercare).
- Closed captioning and transcription for individuals with hearing impairments in all group and individual therapy sessions.
- Phone-based therapy options for individuals with visual impairments.
- Standardized assessment tools to ensure unbiased and equitable treatment decisions.

EHN remains dedicated to providing equitable, inclusive, and evidence-based treatment. Through tailored programs, collaboration, ongoing training, and a commitment to accessibility, we ensure that all clients receive the highest standard of trauma-informed care in a safe and inclusive environment.

#### INDIGENOUS PEOPLES SUPPORT

EHN is committed to providing culturally safe, trauma informed and holistic care for Indigenous clients, recognizing the unique challenges they face in accessing mental health and addiction treatment. Our approach integrates Indigenous cultural practices, competency training for staff, traditional healing methods and strategic partnerships to ensure our

programs are inclusive and effective. It is important that these programs are aligned with the lived experiences of Indigenous Peoples.

EHN integrates Indigenous perspectives across all services. Key initiatives include:

- 1:1 counselling that blends Western clinical methods with traditional Indigenous healing
- Virtual outpatient options to support Indigenous clients in remote communities
- Use of the Native Wellness Assessment (NWA-S), a strengths-based tool guiding culturally relevant treatment planning, including time on the land, learning from Elders, storytelling, and dance

To ensure culturally safe care, all EHN Outpatient Canada staff complete Indigenous Cultural Competency training through San'yas. The Core Mental Health course addresses:

- The impacts of colonization, racism, and stereotyping
- Strategies to reduce health inequities and improve outcomes
- Steps to uproot anti-Indigenous racism and enhance cultural safety

EHN remains committed to collaboration with Indigenous leaders, communities, and healthcare organizations to ensure our programs remain culturally relevant, trauma-informed, and accessible. We recognize that healing is a lifelong journey and strive to meet the diverse needs of Indigenous clients across Canada and the US.

<p>46</p>	<p>Describe your screening process for pairing service providers with patients or clients for teletherapy services.</p>	<p>To determine what EHN treatment program is most suitable, clients undergo a comprehensive clinical assessment with our Admissions Team to determine the most suitable program. This includes:</p> <ul style="list-style-type: none"> <li>- Psychological and trauma screenings to assess mental health conditions, PTSD, and concurrent disorders</li> <li>- Cognitive and functional assessments to evaluate emotional regulation, impulse control, and daily functioning</li> <li>- Addiction severity index evaluations to assess substance use history and patterns</li> <li>- Collection of medical and psychological records</li> </ul> <p>Following this assessment, clients are provided with a tailored treatment recommendation, ensuring that they are placed in the most appropriate and effective program for their recovery. The Admissions Team will support the client in completing required consent forms for treatment, release of information forms, and understanding program policies and procedures.</p> <p>Diagnostic Services</p> <p>EHN can provide diagnostic services for members of Participating Entities. Not all cases require full diagnostic assessment. For ease of access and to reduce barriers to care, we encourage individuals to self-refer for our programs, and our Admissions Screenings and Assessments are typically sufficient for allocating an individual to an appropriate treatment program. However, we recognize that there are times when a diagnostic assessment can be beneficial or required by an employer, insurer, or other third-party payer.</p> <p>Diagnostic services are carried out by licensed psychologists. The number of EHN psychologists utilized would depend on the number of expected and actual referrals. Matching capacity and workload to demand is essential to allowing each psychologist to complete their appointment and draft the Diagnostic Assessment Report on the same or next day. This is best practice to ensure accurate reporting and to ensure EHN can deliver the report to the Participating Entity within a reasonable timeframe.</p> <p>EHN will utilize permanent employees, rather than subcontract to independent contractors. This means that in-house psychologists can develop a deep and thorough understanding of the needs of our Partners and what treatments are most supportive for the clients referred to us. They will be equipped to provide reassessment and appropriate psychological services, when necessary, as well as case conferencing / consultation for the rest of the clinical team for difficult or complex cases.</p> <p>All EHN psychologists are registered to practice with the regulatory body in the province or state that they reside in. EHN Outpatient Services and EHN Health USA have the ability to recruit psychologists from a variety of geographical areas to meet demands.</p> <p>Diagnostic assessment appointments will utilize both standard outcome measurement and client perspective and history to provide a diagnosis. The Diagnostic Assessment Report will include:</p> <ul style="list-style-type: none"> <li>- Nature of injury</li> <li>- Psychosocial presentation</li> <li>- Worker background and mental health history</li> <li>- DSM-5 diagnosis (Causality between diagnosis and specific events)</li> <li>- Current symptoms and severity, including both patient description and standardized outcomes measures such as: PHQ-9, LDQ, PCL-5, GAD-7, OQ45 and others as necessary</li> <li>- Current Medications</li> <li>- Any Pre-existing, Co-existing and Concurrent Factors</li> <li>- Current Worker Status, such as job duties and limitations/restrictions (Readiness to return to work score via measures such as Readiness to Return to Work Scale )</li> <li>- Current functional capabilities</li> <li>- Relationship to work and motivation for returning to duties</li> </ul> <p>Diagnostic assessments will be conducted virtually, via EHN's proprietary Wagon platform. Once a referral is received, the Client Care Team will contact the client and book them in for an appointment with a psychologist. Before the appointment, the Client Care Team will support the client in filling out a consent form for the assessment and in completing any self-reported outcome measured ahead of the appointment. The client will receive an email confirmation and details on how to access the virtual appointment. They will receive an email and/or text reminder 2 hours before the virtual appointment, with repeated instructions on how to access the video session.</p> <p>EHN psychologists will complete appointments and reporting within 15 business days. Once the Diagnostic Assessment Report is complete, it is sent to the client and the Participating Entity (with appropriate Release of Information on file) by the Client Care Team. The Diagnostic Assessment Report can help to guide next steps in supporting the client's needs for mental health, trauma, and addiction supports.</p>
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<p>47</p>	<p>Describe your method of delivery for proposed teletherapy services (e.g., secure video connection, web portal, online chat, two-way live video, other).</p>	<p>EHN delivers virtual behavioral health services through a secure, HIPAA-compliant teletherapy infrastructure designed to ensure accessibility, privacy, and ease of use. Our method of delivery includes the following components:</p> <p>Two-Way Live Video Sessions: All clinical services, including individual therapy, group therapy, and psychiatric evaluations, are conducted via secure two-way live video. These sessions are hosted through Zoom for Healthcare, which is fully encrypted and HIPAA-compliant.</p> <p>Client Web Portal: Clients access sessions, complete intake documentation, view appointment schedules, and securely message their care team through our custom web portal, powered by EMR systems. This ensures centralized communication and easy navigation for both clients and clinicians.</p> <p>Secure Messaging and Reminders: Clients may receive appointment reminders, updates, and secure messages through the client portal or via the HIPAA-compliant email platform integrated into our system.</p> <p>Wagon App: One of EHN Canada's key digital tools is the Wagon app, a proprietary mobile platform designed to reinforce treatment skills and provide 24/7 personalized recovery support. The Wagon app functions on iPhone, Android, and Blackberry, even without internet access. The app is extremely user-friendly and includes a tutorial at first login. A simple menu helps clients quickly navigate all the features. Coping tools are intuitive and guide clients through practice with ease. If clients experience any issues, they can contact our support counsellors who are trained in both clinical and technical support for assistance. The Wagon app includes the following features:</p> <ul style="list-style-type: none"> <li>- My Plan: A custom recovery plan with daily, weekly, and monthly goals personalized to each client. Goals appear on the home screen and are checked off upon completion.</li> <li>- Reminders: Custom reminders to help clients complete their goals.</li> <li>- Daily Check-In: 5–10 daily questions tracking mood, symptoms, and skill use. Each program stream features a unique Check-In aligned with its curriculum. Client data from My Plan and Daily Check-Ins is accessible in real-time to the clinical team and can support therapy sessions and pattern analysis.</li> <li>- Progress: Visual tracking of goal completion and symptom reduction to highlight patterns and progress.</li> <li>- Coping Tools: Over 40 guided practices including coping strategies, meditation, and coping cards based on CBT, DBT, ACT, and other proven therapies.</li> </ul>
<p>48</p>	<p>Describe how your organization maintains security of patient data and alignment to applicable legal, regulatory, or professional requirements, if any.</p>	<p>Canada – EHN Outpatient Services Inc.</p> <p>EHN Outpatient Services will not willingly release any information concerning a client to an outside individual or organization without the client's written consent. During program enrolment, the client must sign a "Consent to Conditions of Service" which clearly indicates that the client's information is considered confidential and that it cannot be released without the client's express written consent.</p> <p>Our Privacy Policy also clearly indicates that EHN Outpatient Services may share client information among EHN Outpatient Services counsellors and support staff for the purposes of improving or customizing the app or the services offered to the client.</p> <p>All clinicians agree to maintain confidentiality standards in their employment contract and confidentiality policies and practices are reviewed regularly.</p> <p>Any treatment or recovery progress information is de-identified before being disclosed for business or system planning. Development testing and bug fixes is conducted on an artificial environment using artificial client data. Development testing is never conducted on the production environments in which live client data exists. Under no circumstance will the Development teams use or disclose that personal health information for any other reason other than to provide technical fixes to clients.</p> <p>For business planning purposes by senior management, all identifiable information about a client is removed.</p> <p>The EHN Outpatient Services support team may need to access a client account, which would include seeing their health information, for the purposes of technical support. The EHN Outpatient Services Support team uses or discloses personal health information only for the purposes of providing technical support to clients. Under no circumstances will EHN Outpatient Services use or disclose personal health information for the purposes of fundraising or marketing, without the consent of the client. EHN Outpatient Services may disclose client treatment and progress information to third parties who perform services on EHN Outpatient Services' behalf, such as to maintain or update the software and to store necessary data. For example, all progress data collected by the Wagon app is stored in the Microsoft Azure database, which is maintained by the Wagon Development team.</p> <p>The only exceptions to the above is that EHN Outpatient Services will disclose client information if required to comply with the law or to protect EHN Outpatient Services. EHN Outpatient Services will disclose client information if requested by court subpoena or court order; if a government or investigatory agency requests. EHN Outpatient Services will also</p>

		<p>share the information if investigating a potential fraud.</p> <p>EHN Outpatient Services reserves the right to view client data as an aggregate for the intention of communicating the impacts of our programs to the participating healthcare organization, or more broadly through our website or communications. At no point will individual clients be identified.</p> <p>US – EHN Health USA</p> <p>EHN Health USA provides a notice of privacy practices to all clients at the outset of treatment which details how their information will be used, disclosed, and how they can access their information. With client consent, we may use and disclose protected health information (PHI) to coordinate care with other treatment providers, to obtain payment for services provided, including verifying benefits, obtaining prior authorizations, and billing health insurance providers, including Federal and State programs, and for other administrative functions that support our services.</p> <p>We may disclose information without consent in the following circumstances:</p> <ul style="list-style-type: none"> <li>- As Required by Law: We will disclose PHI when required by federal, state, or local laws.</li> <li>- Public Health Activities: We may report information for disease control, FDA-regulated product safety, child abuse or neglect, and other public health concerns.</li> <li>- Victims of Abuse, Neglect, or Domestic Violence: We may report suspected abuse, neglect, or domestic violence when required by law.</li> <li>- Health Oversight Activities: We may provide PHI to government agencies for audits, inspections, and compliance monitoring.</li> <li>- Judicial and Administrative Proceedings: We may disclose PHI in response to court orders or subpoenas.</li> <li>- Law Enforcement: We may share PHI with law enforcement to comply with legal requests.</li> <li>- Decedents: We may provide PHI to coroners, medical examiners, or funeral directors.</li> <li>- Organ Donation: We may disclose PHI for organ procurement and donation purposes.</li> <li>- Research and Data Analysis: We may use or disclose PHI for research and publication purposes. If we engage in research or studies, all data used will be de-identified whenever possible. Any identifiable PHI used in research will require your specific authorization unless otherwise permitted by law.</li> <li>- Health &amp; Safety: We may disclose PHI to prevent serious threats to health and safety.</li> <li>- Specialized Government Functions: PHI may be shared with the military, national security, or intelligence agencies when required.</li> <li>- Workers' Compensation: We may disclose PHI for workers' compensation claims.</li> <li>- Individuals Involved in Your Care: If permitted by law, we may share relevant PHI with family members or others involved in your care.</li> <li>- Appointments &amp; Treatment Alternatives: We may contact you regarding appointment reminders or alternative treatments.</li> <li>- Clients are also made aware of the steps to take if they wish to file a complaint and how to request copies of their medical records.</li> </ul>
<p>49</p>	<p>Please describe where and how all user data, including personally identifiable information (PII) and protected health information (PHI), is stored.</p>	<p>Canada – EHN Outpatient Services Inc.</p> <p>All EHN Outpatient Services client data is transmitted, processed, and stored within Canada. All counselling session schedules, and app data is stored in Microsoft's Azure cloud, which is hosted by data centres in the Canada Central region. All client intake and treatment records are stored in the Kipu Health EMR, which is hosted in the Kipu Cloud Network located in Canada.</p> <p>EHN Outpatient Services adheres to the regulations and privacy practices of the province or territory in which clients reside when collecting, using, and disclosing their Personal Information (PI) and Personal Health Information (PHI).</p> <p>US – EHN Health USA</p> <p>All EHN Health USA client data is transmitted, processed, and stored within the United States. Counseling session schedules, communications, and app data are stored in Microsoft's Azure cloud, hosted in US-based data centers. Telehealth sessions are conducted via Zoom for Healthcare, which is fully HIPAA-compliant and hosted on secure, US-based servers.</p> <p>Client intake and treatment records are securely stored in the Opus Electronic Medical Record (EMR) system, while client relationship and referral data is managed through Salesforce CRM. All platforms used are hosted within the United States.</p> <p>EHN Health USA adheres to federal and state privacy laws, including the Health Insurance Portability and Accountability Act (HIPAA), when collecting, using, and disclosing clients' Personal Information (PI) and Personal Health Information (PHI).</p>

50	Describe licensures, degrees, and/or certifications your teletherapy professionals maintain.	Our teletherapy team includes a wide range of licensed professionals, such as Registered Social Workers (RSW), Registered Psychotherapists (RP), Occupational Therapists (OT), Registered Nurses (RN), Psychologists, Nurse Practitioners, Registered Clinical Counsellors, and Certified Clinical Counsellors. In addition, our team maintains a breadth of recognized certifications, including (but not limited to): Certified Clinical Trauma Professional (CCTP-I), Certified Clinical Trauma Specialist, Certified Addictions Counsellor (CACCF – CCAC & ICADC), Certified Alcohol and Drug Counsellor, Certified Preliminary Addictions Treatment for Individuals with FASD, Mental Health First Aid, Psychological First Aid, Applied Suicide Intervention Skills Training (ASIST), SafeTalk Suicide Prevention, Nonviolent Crisis Intervention (CPI/NVCI), SMART Recovery Facilitator Training, Brain Story Certification, DSM-V Training, and Suboxone Education Program certification.
51	Describe how you ensure service quality and continuity in cases of connectivity issues or technology failures.	<p>EHN has clear protocols in place to maintain service quality and minimize disruptions in the event of connectivity issues or technology failures:</p> <ul style="list-style-type: none"> <li>- Pre-Session Technology Checks: Clients receive instructions and support prior to their first session to ensure their device, internet connection, and platform access are functioning properly. Technical support is available as needed.</li> <li>- Immediate Backup Communication Plan: In the event of a dropped call or video failure during a session, clinicians are trained to immediately reconnect via the client's preferred backup method (phone call or secure messaging via the client portal). This ensures sessions can continue with minimal interruption.</li> <li>- Secure Phone-Based Sessions: If video cannot be restored promptly, sessions may continue via HIPAA-compliant telephone to preserve continuity of care without sacrificing client privacy or therapeutic impact.</li> <li>- Platform Redundancy: Our telehealth sessions are hosted through Zoom for Healthcare, which offers high availability and consistent uptime. In the rare event of a platform-wide outage, clinicians are authorized to shift to a pre-approved secondary platform as a contingency.</li> <li>- Clinical Documentation &amp; Follow-Up: All sessions, regardless of how they're conducted, are documented in our EMR systems (Opus at EHN Health USA; KIPU at EHN Canada). If a session is interrupted, clinicians follow up directly with the client to reschedule or complete the session as clinically appropriate.</li> </ul> <p>EHN prioritizes reliability and responsiveness, ensuring that therapeutic momentum and client care are not compromised due to technical challenges.</p>
52	What accessibility features are included to accommodate users with disabilities (e.g., closed captioning, screen readers, adaptive interfaces)?	<p>EHN is committed to delivering accessible, inclusive telehealth services for individuals with a wide range of abilities. Our platform includes the following features and accommodations:</p> <ul style="list-style-type: none"> <li>- Phone-Based Access: All clients have the option to conduct sessions by phone in the rare circumstances where connectivity issues impact ability to engage in session via video, which can be especially helpful for individuals with limited internet access, vision impairments, difficulty using computers or mobile apps, or other technology-related barriers.</li> <li>- Closed Captioning and Live Transcription: Zoom for Healthcare, our primary teletherapy platform, offers live transcription and closed captioning, which can be enabled upon request for clients who are deaf or hard of hearing.</li> <li>- Screen Reader Compatibility: Our client portals are compatible with widely used screen readers (such as JAWS and NVDA), supporting clients with visual impairments.</li> <li>- Keyboard and Assistive Device Navigation: The platform supports keyboard-only navigation and adaptive input tools for clients with mobility impairments or dexterity challenges.</li> <li>- Device Flexibility: Clients can access services from desktop, tablet, or smartphone, with mobile-responsive design to accommodate various needs and preferences.</li> <li>- Reasonable Accommodations: We work individually with clients to identify and provide reasonable accommodations that meet their accessibility needs and ensure uninterrupted care.</li> </ul> <p>EHN takes a proactive approach to accessibility, ensuring all clients can engage in their treatment with comfort, dignity, and ease</p>
53	Do you offer multilingual support to cater to diverse populations? If so, please explain.	<p>EHN is committed to serving diverse populations and recognizes the importance of providing care in a client's preferred language. At present, our services are primarily delivered in English. However, the Substance Use Disorder (SUD) at EHN Canada is available in French, and EHN Health USA is actively working to expand support in Spanish.</p> <p>As our reach grows, we are also exploring additional options such as multilingual intake materials to ensure we meet the needs of a broader client population. Our goal is to provide culturally and linguistically responsive care that reduces barriers to treatment and improves health equity.</p>
54	If applicable, how does your solution leverage AI to enhance your behavioral health platform and service delivery?	<p>EHN has implemented locally run AI tools to support staff training and internal education initiatives. These models are used exclusively to assist our Admissions team in efficiently accessing standardized information about our facilities and programs, helping them provide consistent and accurate responses to general inquiries. Importantly, these AI systems are not connected to any personal health information (PHI), client data, or partner systems. They operate solely on internal EHN materials and adhere to strict data privacy and security protocols.</p>

55	What licenses do you have and for which states?	<p>EHN Health USA currently holds a facility license in WA which allows us to offer SUD IOP services. Facility licenses allowing us to do the same are pending in the following states: CA, OR, TX, FL, AZ,</p> <p>Our clinicians are licensed in various states allowing them to provide outpatient services in the following states: AZ, CA, CO, CT, FL, MD, MI, NC, NJ, NV, NY, OR, SC, TX, VA, WA</p> <p>EHN Outpatient Services clinical team members are registered with their respective regulatory bodies and qualified to practice in multiple provinces and territories across Canada. This allows us to provide virtual behavioral therapy services all across the country.</p>
56	Describe your AI capabilities and related security measures.	Not applicable

**Table 5B: Value-Added Attributes**

Line Item	Question	Certification	Offered	Comment
57	Select 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 and a listing of dealerships, HUB partners or resellers if available. Select all that apply.		<input type="radio"/> Yes <input checked="" type="radio"/> No	Not applicable
58		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not applicable
59		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not applicable
60		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not applicable
61		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not applicable
62		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not applicable
63		Small Business Enterprise (SBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not applicable
64		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not applicable
65		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not applicable

**Table 6A: Pricing (400 Points, applies to Table 6A and 6B)**

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *
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66	Describe your payment terms and accepted payment methods.	<p>For Pay-Per-Use Pricing, invoices are typically sent on completion of treatment, and payment is expected within 30 calendar days of receipt of the invoice.</p> <p>For Per Employee Per Month (PEPM) Pricing, an invoice for the total amount owed by the Participating Entity is issued monthly, based on their PEPM rate and total persons covered. The invoice is expected to be paid within 30 days of receipt of the invoice.</p> <p>Invoices can be paid by direct deposit or by cheque.</p>	*
67	Describe any leasing or financing options available for use by educational or governmental entities.	Not applicable.	*
68	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	For all awarded contracts with Participating Entities, we will use Service Agreements to confirm the terms and conditions and pricing model specific to that participating entity, over and above the Master Service Agreement with Sourcewell. Please see the attached examples of what these Service Agreements might look like, depending on the pricing model option selected by the Participating Entity.	*
69	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	No, we do not accept P-card procurement and payment.	*
70	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>EHN Canada's billing model is designed to provide flexibility, financial predictability and sustainable access to care for our partners. We offer two primary billing options to accommodate different funding structures and service needs:</p> <ul style="list-style-type: none"> <li>• Pay-Per-Use Model: this is an Administrative Services Only (ASO) model ensures organizations are billed only for the services used, with associated administrative fees applied as needed. This approach provides cost control and transparency allowing organizations to allocate a set amount of funds annually while maintaining access to care for eligible individuals.</li> <li>• Per Employee Per Month (PEPM) Modality: this subscription-based model offers structured ongoing coverage for eligible individuals, with service utilization pooled across members. This approach lowers financial risk while ensuring continuous availability of mental health and addiction support services to large groups.</li> </ul> <p>Service Performance:</p> <ul style="list-style-type: none"> <li>• Quarterly reports providing insights into program utilization and engagement.</li> <li>• Outcome measures tracking treatment effectiveness and client progress.</li> <li>• Service Level Agreements (SLAs) that help to define key metrics, such as timelines from assessment or treatment recommendation to admission to ensure timely access to care.</li> </ul> <p>Implementation:</p> <ul style="list-style-type: none"> <li>• Establish a confidential referral pathway to protect client privacy &amp; confidentiality.</li> <li>• Integration of case managers to streamline coordination and ensure efficient and supportive client care.</li> <li>• Our Transitions Team is a dedicated team to ensure seamless implementation. This team oversees process development, communication protocols and workflow optimization ensuring smooth collaboration between referring organizations, clients, and clinical teams. This team works proactively to address potential barriers and enhance the overall experience for stakeholders.</li> </ul> <p>Our billing model is designed to ensure transparency and cost efficiency while maintaining high-quality care. Program fees are structured based on the level of virtual outpatient care required, from individual counselling to virtual intensive outpatient programs to aftercare. To support accessibility, we offer flexible payment models, including direct billing, third-party payor agreements, and customized payment plans tailored to the needs of our partners and clients.</p> <p>The two pricing options are inclusive of a 2% administrative fee payable to Sourcewell on all completed transactions with a Participating Entity. Please see the attached Pricing Submission for full details.</p>	*
71	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in	For Option 1: Pay-Per-Use Pricing, our Tier 1 preferred rate for Sourcewell's Participating Entities is 10% discounted from our base	

your response represents a percentage discount from MSRP or list, state the percentage or percentage range.

rates. Tier 2 offers a 15% discount from base rates, and can only be offered to those Participating Entities who individually exceed a threshold of CDN 200,000 (in Canada) or USD 200,000 (in the US) in a given calendar year in confirmed and delivered virtual behavioral therapy services. Accumulation towards Tier 2 resets January 1st of each year. A Participating Entity may choose to bank the threshold amount (or more) to secure Tier status for the year; the banked amount is applied towards coverage for any services used by eligible members or employees until depletion, after which services must be paid for in full at the applicable rate. If there are banked funds leftover at the end of the calendar year, the remaining amount may be applied to services in the following calendar year. If any remaining amount goes unused after 6 months past the end of the calendar year in which it was first banked, that amount is forfeited by the Participating Entity.

An administrative fee of 10% of the full program cost is applicable in the event of a client's early departure from their program to account for program setup and resource allocation. The administrative fee is waived for Tier 2 partners.

Base rates listed are current as at the time of submission of this proposal. Base rates are subject to annual increase on January 1st of each year, typically in line with inflationary and other environmental pressures, but may also be impacted by unforeseen circumstances. Participating Entities will receive at least thirty (30) days' notice prior to an increase in price.

For Option 2: Per Employee Per Month Pricing, a range of PEPM rates is provided for information purposes only. The above PEPM rates are exclusive of applicable taxes, depending on the state/province/territory of the Participating Entity. Any applicable taxes will be applied at the time of invoicing.

We determine competitive pricing for each Participating Entity after considering a number of factors, including:

- Number of certificates (individual and/or family) or eligible employees
- Expected utilization
- Industry and occupations
- Employee demographics
- Current rates of mental health, trauma, and addiction – those on leave or disability, those requiring referral to treatment

The PEPM model is an effective way for multiple organizations to spread the financial responsibility of otherwise high-cost services that are also potentially high in demand. In order to ensure sustainability of this model, EHN requires a minimum pooled number of 1,000 certificates (single and/or family) among all contracted Sourcewell Participating Entities before service provision can commence. Separate pools of certificates will be maintained in the US and Canada (i.e. a minimum of 1,000 certificates in the US and 1,000 certificates in Canada must be achieved before service launch).

Additional terms that are detailed in the Service Agreement to be executed with a Participating Entity:

- Each Participating Entity is responsible for maintaining a list of employees and their family members who are eligible for coverage for services under a PEPM subscription. The list must be updated at least monthly, and the most up-to-date list must be shared with EHN via a secure portal.
- Invoicing occurs monthly and is calculated based on numbers of certificates (single and/or family) as provided by the Participating Entity.
- PEPM service rates are negotiated on an annual basis, after reviewing the previous year's utilization, enrolment numbers, and other key factors.
- In the event of overutilization of services beyond original estimates, EHN reserves the right to activate recovery measures. For example, negotiating an increase in price, removing outlier Participating Entities from the certificate pool, and/or enacting a stop loss to policy to delay intake for services until the loss on revenue is mitigated.

Covered Services under the PEPM subscription model include:

- Individual Counselling

		<ul style="list-style-type: none"> <li>• Outpatient Programs (EHN Health USA only)</li> <li>• Virtual Intensive Outpatient/Therapy Programs (VIOP/ITP)</li> <li>• Immersive Education Sessions hosted monthly for voluntary sign-up, designed for leaders and HR managers to better support workers with mental health and addiction in the workplace</li> </ul> <p>Should a Participating Entity choose Option 2 for a PEPM subscription model, there may be instances where a service is needed but not covered by the PEPM Fees. In such cases, the Participating Entity may take advantage of the Pay-Per-Use rates outlined in Option 1.</p>	
72	Describe any quantity or volume discounts or rebate programs that you offer.	For Option 1: Pay-Per-Use Pricing, we are offering Tier 1 preferred rates to all Sourcwell Participating Entities. Tier 2 pricing is available to Participating Entities who refer a higher volume of clients for services, and therefore accumulate more than the threshold of USD 200,000 (in the USA) or CDN 200,000 (in Canada) in delivered services in a given calendar year. Accumulation towards Tier 2 status resets on January 1st of each year unless the Participating Entity chooses to bank funds in excess of the threshold amount each year.	*
73	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". 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.	Not applicable.	*
74	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.	Not applicable.	*
75	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	Not applicable.	*
76	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Not applicable.	*
77	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Not applicable.	*
78	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcwell. This process includes ensuring that Sourcwell participating entities obtain the proper pricing.	Information about our contracts and partnerships are stored securely within our CRM, and also safely accessible to internal stakeholders via a Sharepoint file storage system. The EHN Transitions Team is key in leading the onboarding process of any new accounts, including Sourcwell Participating Entities. Upon execution of the Master Services Agreement, the Transitions Team will facilitate internal communication to all key stakeholders regarding the terms of the Agreement. As Participating Entities enroll for services with EHN Outpatient Services or EHN Health USA, the Transitions Team will work with the Account Manager and Partnerships Director(s) to ensure that contract expectations are understood and met, including proper pricing.	*
79	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	<ul style="list-style-type: none"> <li>- Program utilization and engagement, such as referral volume and admission rate</li> <li>- Type of services utilized</li> <li>- Time from client first contact to admission</li> <li>- Aggregate outcome measures to indicate treatment effectiveness and client progress</li> <li>- Program completion rate and reasons for early discharge</li> </ul>	*
80	Provide a proposed Administration Fee payable to Sourcwell. The Fee is in consideration for the support and services provided by Sourcwell. The propose an Administrative Fee will be payable to Sourcwell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	An Administration Fee of 2% will be payable to Sourcwell on all completed transactions to Participating Entities utilizing this Agreement.	*

**Table 6B: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
81	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	We always strive to provide fair value for investment into our programs and services, while recognizing the importance of adequately funding our teams to ensure that we can continue to stand by and delivery on high quality care and positive outcomes.

**Table 7A: Depth and Breadth of Offered Solutions (200 Points, applies to Table 7A and 7B)**

Line Item	Question	Response *
82	Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.	<p>VIRTUAL BEHAVIORAL HEALTH THERAPY</p> <p>Both EHN Outpatient Services (in Canada) and EHN Health USA provide expert virtual behavioral health therapy in their respective geographical domains. Based on our existing partnerships and experience, and our focus on supporting adult populations aged 18 years and older, we would be well-equipped to support the following categories of Participating Entities:</p> <ul style="list-style-type: none"> <li>- Category 1 – General Public Entity Employees and Citizens</li> <li>- Category 2 – Public Safety Employees</li> </ul> <p>Across EHN, we offer a full continuum of care ensuring that clients receive personalized trauma-informed treatment at the appropriate level of intensity. Our treatment approach integrates medical, psychological, and holistic care emphasizing individualized treatment planning and long-term recovery support. Like any physical condition, mental health conditions can range from mild to moderate to severe. Our Virtual Outpatient Programs, Virtual Intensive Therapy Programs, and additional online services are particularly designed to address moderate to even severe mental health conditions. We use assessments and treatment screening to determine which is most appropriate for each client.</p> <p>Our comprehensive treatment programs are structured to meet the unique needs of each client and include:</p> <p>Assessments and Treatment Screening</p> <p>To determine what EHN treatment program is most suitable, clients undergo a comprehensive clinical assessment with our Admissions Team to determine the most suitable program. This includes:</p> <ul style="list-style-type: none"> <li>- Psychological and trauma screenings to assess mental health conditions, PTSD, and concurrent disorders</li> <li>- Cognitive and functional assessments to evaluate emotional regulation, impulse control, and daily functioning</li> <li>- Addiction severity index evaluations to assess substance use history and patterns</li> <li>- Collection of medical and psychological records</li> </ul> <p>Following this assessment, clients are provided with a tailored treatment recommendation, ensuring that they are placed in the most appropriate and effective program for their recovery. The Admissions Team will support the client in completing required consent forms for treatment, release of information forms, and understanding program policies and procedures.</p> <p>Diagnostic Services</p> <p>EHN can provide diagnostic services for members of Participating Entities. Not all cases require full diagnostic assessment. For ease of access and to reduce barriers to care, we encourage individuals to self-refer for our programs, and our Admissions Screenings and Assessments are typically sufficient for allocating an individual to an appropriate treatment program. However, we recognize that there are times when a diagnostic assessment can be beneficial or required by an employer, insurer, or other third-party payer.</p> <p>Diagnostic services are carried out by licensed psychologists. The number of EHN psychologists utilized would depend on the number of expected and actual referrals. Matching capacity and workload to demand is essential to allowing each psychologist</p>

to complete their appointment and draft the Diagnostic Assessment Report on the same or next day. This is best practice to ensure accurate reporting and to ensure EHN can deliver the report to the Participating Entity within a reasonable timeframe.

EHN will utilize permanent employees, rather than subcontract to independent contractors. This means that in-house psychologists can develop a deep and thorough understanding of the needs of our Partners and what treatments are most supportive for the clients referred to us. They will be equipped to provide reassessment and appropriate psychological services, when necessary, as well as case conferencing / consultation for the rest of the clinical team for difficult or complex cases.

All EHN psychologists are registered to practice with the regulatory body in the province or state that they reside in. EHN Outpatient Services and EHN Health USA have the ability to recruit psychologists from a variety of geographical areas to meet demands.

Diagnostic assessment appointments will utilize both standard outcome measurement and client perspective and history to provide a diagnosis. The Diagnostic Assessment Report will include:

- Nature of injury
- Psychosocial presentation
- Worker background and mental health history
- DSM-5 diagnosis
- Current symptoms and severity, including both patient description and standardized outcomes measures such as: PHQ-9, LDQ, PCL-5, GAD-7, OQ45 and others as necessary
- Current Medications
- Any Pre-existing, Co-existing and Concurrent Factors
- Current Worker Status, such as job duties and limitations/restrictions (Readiness to return to work score via measures such as Readiness to Return to Work Scale )
- Current functional capabilities
- Relationship to work and motivation for returning to duties

Diagnostic assessments will be conducted virtually, via EHN's proprietary Wagon platform. Once a referral is received, the Client Care Team will contact the client and book them in for an appointment with a psychologist. Before the appointment, the Client Care Team will support the client in filling out a consent form for the assessment and in completing any self-reported outcome measured ahead of the appointment. The client will receive an email confirmation and details on how to access the virtual appointment. They will receive an email and/or text reminder 2 hours before the virtual appointment, with repeated instructions on how to access the video session.

EHN psychologists will complete appointments and reporting within 15 business days. Once the Diagnostic Assessment Report is complete, it is sent to the client and the Participating Entity (with appropriate Release of Information on file) by the Client Care Team. The Diagnostic Assessment Report can help to guide next steps in supporting the client's needs for mental health, trauma, and addiction supports.

#### Individual 1:1 Counselling

Our virtual individual therapy services provide a safe, confidential space for clients to explore personal challenges and work toward mental health and wellness goals. Each session is:

- Led by master's-trained clinicians specializing in trauma-informed care
- Grounded in evidence-based therapeutic modalities, including:  
Cognitive Behavioral Therapy (CBT)  
Cognitive Processing Therapy (CPT)  
Acceptance and Commitment Therapy (ACT)  
Dialectical Behavioral Therapy (DBT)  
Motivational Interviewing (MI)  
Seeking Safety  
Eye Movement Desensitization and Reprocessing (EMDR)
- Available in structured formats, including:  
12-session programs (50 minutes each session)  
CPT-specific programs (2 sessions per week for 6 weeks or 1 session per week for 12 weeks)

#### Virtual Outpatient Program – Available Through EHN Health USA

Our Virtual Outpatient Program is built with flexibility in mind, for those with stable symptoms or who want to progress through recovery with support tailored to their individual goals and symptoms. This option is ideal for clients who are beginning treatment for the first time or stepping down from an intensive outpatient program. Licensed clinicians work with each client to create a personalized treatment plan that includes:

- Small intimate groups
- Weekly individual therapy
- Weekly group sessions
- Specialized groups
- Morning and evening availability

Our Virtual Outpatient Program can address the following challenges:

- Depression, anxiety, PTSD, or trauma-related symptoms
- Substance use disorders (SUD)
- Co-occurring mental health and substance use concerns
- Emotional burnout or life stressors impacting daily function

#### Virtual Intensive Therapy Program (VITP)

For individuals who require an intensive and structured therapy, but without the need for full residential treatment, our Virtual Intensive Therapy Program (VITP) provides evidence-based group and individual therapy in an accessible, effective, and comprehensive manner.

#### Virtual Group Program Structure:

- 9 hours of therapy per week, over 8 weeks including: Four (4x) 2-hour group therapy sessions each week (typically Monday-Thursday) & One individual therapy session per week
- Access to our supportive mobile recovery app, Wagon
- Access to our 12 hours of Family Education Program online for loved ones
- 10 months of Aftercare
- Masters trained Therapist-facilitated discussions and structured check-ins
- Annual curriculum review to integrate the latest evidence-based practices

#### Specialized VITP Tracks:

- Mood and Anxiety Disorders: Skills based program for addressing depression and/or anxiety
- Substance Use & Relapse Prevention: Recovery-based strategies for SUD clients
- Trauma Recovery Program: Education, strategies and tools + trauma processing for those with occupational or interpersonal related PTSD or trauma symptoms. (This stream is often recommended to be followed up with a course of individual CPT sessions (two appointments per week for 6 weeks) to process the traumatic experiences that are the source of the client's struggles.)

#### Occupational Therapy (OT)

This is an integral part of our holistic approach to mental health and addiction recovery. Our registered Occupational Therapists (OTs) help clients develop practical skills to regain independence, rebuild routines, and improve quality of life. OT is especially beneficial for those facing trauma, substance use, burnout, or concurrent disorders, focusing on both physical and emotional recovery. Clients engage in goal-oriented interventions targeting emotional regulation, stress management, self-care, vocational rehabilitation, and daily life reintegration. For individuals recovering from workplace trauma, chronic stress, or PTSD, we offer specialized return-to-work (RTW) programs that build resilience and confidence in professional settings. Our services also incorporate mindfulness practices, somatic regulation, and adaptive coping strategies to support long-term recovery. Whether transitioning from inpatient care, navigating outpatient demands, or returning to work, our occupational therapy provides essential tools for sustainable healing and functional recovery.

#### Key components of the RTW program:

- Psychological Readiness Assessments: Evaluations to determine emotional preparedness, workplace triggers, and coping strategies.
- Career Counseling & Vocational Rehabilitation: Guidance on job accommodations, career modifications, and skill-building for a sustainable return.
- Structured Re-Entry Planning: Step-by-step plans including gradual workload reintegration and work simulation exercises.
- Trauma-Informed Workplace Navigation: Tools to manage stress, anxiety, and PTSD triggers in professional settings.
- Employer Collaboration & Accommodations: Support coordinating with employers, workers' comp boards (e.g., WCB Nova Scotia), and disability services.
- Ongoing Support & Relapse Prevention: Access to aftercare, counseling, and peer groups to ensure long-term career success.

#### Aftercare

At EHN Canada, we recognize that recovery extends far beyond primary treatment, which is why we provide structured aftercare programs to ensure clients remain supported, connected, and equipped with the tools needed for long-term success.

Clients who complete our Virtual Programs are automatically enrolled in Aftercare, receiving ongoing clinical support and peer connection to reinforce healing and prevent relapse. Aftercare includes:

- Weekly virtual therapy groups for 10-months post-discharge
- Continued access to 1:1 counselling and psychiatric support (additional fees apply)
- Ongoing guidance in developing personalized relapse prevention strategies and identifying high-risk situations.
- Occupational therapy for ongoing return-to-work coaching, stress management techniques and skill-building interventions for those reintegrating into professional settings
- Alumni community fostering ongoing connection and accountability through peer mentorship, alumni events, and peer-led groups to reinforce ongoing recovery

#### Family Program

Mental health, trauma, and addiction affect not only the individual seeking help, but also has profound emotional consequences for families and loved ones. Our Family Program is open to all loved ones of a person in treatment in an EHN program. This includes spouses, parents, and even extended family members and close friends. Through weekly virtual Families Connect sessions, an experienced facilitator provides participants with the opportunity to gain knowledge, tools and awareness, while gaining support and connection with others who share similar experiences. Every 6 weeks, our team also hosts a three half-day (12 hours total) Virtual Family Education Workshop where families are taken through supportive sessions that foster better support of their loved one in recovery in addition to engaging in their own healing. Topics covered include:

- Codependency
- Emotional regulation and boundaries
- Mindfulness meditation
- Self-compassion
- Your recovery journey

#### TREATMENT METHODOLOGIES

EHN Canada employs evidence-informed, trauma-focused therapeutic modalities across all programs. Our structured, measurement-based treatment is tailored to the specific needs of clients recovering from trauma, discrimination, sexual abuse, workplace psychological injuries, and substance use disorders. Our clinical framework integrates a multidisciplinary, evidence-based approach that includes:

Cognitive Processing Therapy (CPT): is a form of cognitive-behavioral therapy for military sexual trauma, workplace trauma, and PTSD. It provides a structured framework to help clients process trauma and challenge distorted beliefs.

Cognitive Behavioral Therapy (CBT) is a gold-standard treatment for workplace trauma, discrimination, and sexual trauma. CBT focuses on the connection between thoughts, feelings, and behaviors to modify negative patterns contributing to distress.

Dialectical Behavior Therapy (DBT) for developing the skills needed to manage emotions and relationships, practice mindfulness, and survive crises.

Seeking Safety is an evidence-based approach for individuals with trauma and substance use disorders, focusing on creating internal and external safety.

Psychoeducation group for mental health and addictions provides individuals with information, skills, and support to better understand their conditions, manage symptoms, and make informed decisions about recovery.

Acceptance and Commitment Therapy (ACT) is a form of psychotherapy that helps individuals accept difficult thoughts and feelings rather than fighting them, while committing to actions aligned with their core values. It combines mindfulness strategies with behavior change techniques to increase psychological flexibility.

Eye Movement Desensitization and Reprocessing (EMDR) is a structured therapy that helps process and heal trauma without requiring clients to discuss their trauma in detail, reducing the emotional charge of distressing memories.

Occupational Therapy supports functional recovery, skill-building, and reintegration, especially for clients recovering from workplace trauma and psychological injuries.

		<p>Expressive Art Therapy uses creative processes like drawing, painting, or music to help individuals explore emotions, reduce stress, and promote healing and self-awareness.</p> <p>Recreation Therapy for establishing a healthy leisure lifestyle that supports recovery.</p> <p>Measurement-Based Care is a data-driven approach that ensures treatment remains responsive and outcome-focused. All programs include regular outcome measures to track progress, adjust treatment, and provide the appropriate level of care. Outcome measures vary by program and are delivered at intake, mid-treatment, and completion. They assess symptom severity, psychological history, resilience, physical symptoms like sleep, functional abilities, and social support. Results are shared with clients and guide personalized care planning.</p> <p>See a sample of some of the Outcomes Measure we use below:</p> <p>OQ.45: measure psychotherapy progress, the subjective experience of the client and the way they function in the world.</p> <p>Leeds Dependence Questionnaire (LDQ): measures substance use severity for drugs and/or alcohol</p> <p>PTSD checklist for DSM-5 (PCL-5): evaluates post-traumatic stress symptoms and response to treatments.</p> <p>The Pittsburgh Sleep Quality Index (PSQI): tracks sleep disturbances and improvements during treatment.</p> <p>Assessment of Recovery Capital Scale (BSCS): assesses substance cravings and changes in behaviour over time.</p> <p>General Self-Efficacy Scale (GSE): Evaluates a client's belief in their ability to cope with challenges and sustain recovery.</p> <p>PHQ-9: a multipurpose instrument for screening, diagnosing, monitoring and measuring the severity of depression.</p> <p>GAD-7: a screening tool and severity measure for generalised anxiety disorder.</p> <p>Brief Resilience Scale (BRS): used in outpatient programs to assess resilience and adaptability.</p> <p>Return-to-Work Self-Efficacy Questionnaire (RTW-SE): applied to occupational trauma programs to determine readiness for workplace integration.</p> <p>Multidimensional Scale Perceived Social Support (MSPSS): measures social connectedness and support systems.</p> <p>By combining structured therapy, measurement-based care, and multidisciplinary expertise, EHN ensures that clients affected by trauma, discrimination, workplace psychological injuries, and sexual abuse receive comprehensive, evidence-driven treatment in inpatient, outpatient, and virtual care settings.</p>
83	<p>Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.</p>	<p>Within categories 1 and 2, EHN can offer solutions in the following subcategories:</p> <ul style="list-style-type: none"> <li>i. Psychology, Social work, or Special Education Services;</li> <li>ii. Behavioral, Emotional, or Mental Health Counseling including but not limited to: video sessions, phone or text sessions, self-guided or self-help programs;</li> <li>iv. Assessment or diagnostic services.</li> </ul>

**Table 78: Depth and Breadth of Offered Solutions**

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

Line Item	Category or Type	Offered *	Comments
84	Category 1: General Public Entity Employees and Citizens, if yes answer 85-88	<input checked="" type="radio"/> Yes <input checked="" type="radio"/> No	N/A
85	Psychology, Social work, or Special Education Services	<input checked="" type="radio"/> Yes <input checked="" type="radio"/> No	N/A
86	Behavioral, Emotional, or Mental Health Counseling including but not limited to: video sessions, phone or text sessions, self-guided or self-help programs	<input checked="" type="radio"/> Yes <input type="radio"/> No	N/A
87	Crisis support, suicide prevention	<input type="radio"/> Yes <input type="radio"/> No	N/A
88	Assessment or diagnostic services	<input checked="" type="radio"/> Yes <input checked="" type="radio"/> No	
89	Category 2: Public Safety Employees, if yes answer 90-93	<input checked="" type="radio"/> Yes <input checked="" type="radio"/> No	N/A
90	Psychology or Social work	<input checked="" type="radio"/> Yes <input checked="" type="radio"/> No	N/A
91	Behavioral, Emotional, or Mental Health Counseling including but not limited to: video sessions, phone or text sessions, self-guided or self-help programs	<input checked="" type="radio"/> Yes <input checked="" type="radio"/> No	N/A
92	Crisis support, suicide prevention	<input type="radio"/> Yes <input type="radio"/> No	N/A
93	Assessment or diagnostic services	<input checked="" type="radio"/> Yes <input checked="" type="radio"/> No	N/A
94	Category 3: K-12 and Higher Education students and Faculty; Speech and Occupational Therapy, if yes answer 95-100	<input type="radio"/> Yes <input type="radio"/> No	Our treatment programs currently serve individuals who are at least 18 years of age and older
95	Psychology, Social work, or Special Education Services	<input type="radio"/> Yes <input type="radio"/> No	N/A
96	Behavioral, Emotional, or Mental Health Counseling including but not limited to: video sessions, phone or text sessions, self-guided or self-help programs	<input type="radio"/> Yes <input type="radio"/> No	N/A
97	Crisis support, suicide prevention	<input type="radio"/> Yes <input type="radio"/> No	N/A
98	Assessment or diagnostic services	<input type="radio"/> Yes <input type="radio"/> No	N/A
99	Speech	<input type="radio"/> Yes <input type="radio"/> No	N/A
100	Occupational Therapy	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A

**Exceptions to Terms, Conditions, or Specifications Form**

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

**Documents**

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
  - [Pricing](#) - Sourcewell Virtual Behavioural Therapy (072225) - EHN Response - Pricing.pdf - Tuesday July 22, 2025 15:16:47
  - Financial Strength and Stability (optional)
  - [Marketing Plan/Samples](#) - MHC Marketing Materials.zip - Monday July 21, 2025 21:35:09
  - WMBE/MBE/SBE or Related Certificates (optional)
  - [Standard Transaction Document Samples](#) - EHN - Sourcewell RFP - Sample Contract Templates.zip - Tuesday July 22, 2025 15:13:41
  - [Requested Exceptions](#) - Blackline - EHN - Master Agreement (Sourcewell).pdf - Tuesday July 22, 2025 15:11:30
  - [Upload Additional Document](#) - Sourcewell Virtual Behavioural Therapy (072225) - EHN Response - Final.pdf - Tuesday July 22, 2025 15:28:27

## Addenda, Terms and Conditions

### PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

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 award.

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

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 is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. 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, 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. - Rochelle Hildebrand, VP Operations and Outpatient Services, EHN Outpatient Services Inc.

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

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 10 Virtual Behavioral Health Therapy 072225</b> Mon July 14 2025 04:53 PM	<input checked="" type="checkbox"/>	7
<b>Addendum 9 Virtual Behavioral Health Therapy 072225</b> Fri July 11 2025 03:02 PM	<input checked="" type="checkbox"/>	4
<b>Addendum 8 Virtual Behavioral Health Therapy 072225</b> Thu July 10 2025 07:01 AM	<input checked="" type="checkbox"/>	1
<b>Addendum 7 Virtual Behavioral Health Therapy 072225</b> Tue July 8 2025 08:39 AM	<input checked="" type="checkbox"/>	1
<b>Addendum 6 Virtual Behavioral Health Therapy 072225</b> Mon July 7 2025 09:58 AM	<input checked="" type="checkbox"/>	8
<b>Addendum 5 Virtual Behavioral Health Therapy 072225</b> Thu July 3 2025 10:04 AM	<input checked="" type="checkbox"/>	4
<b>Addendum 4 Virtual Behavioral Health Therapy 072225</b> Wed July 2 2025 11:46 AM	<input checked="" type="checkbox"/>	3
<b>Addendum 3 Virtual Behavioral Health Therapy 072225</b> Wed July 2 2025 11:45 AM	<input checked="" type="checkbox"/>	3
<b>Addendum 2 Virtual Behavioral Health Therapy 072225</b> Wed June 18 2025 11:27 AM	<input checked="" type="checkbox"/>	2
<b>Addendum 1 Virtual Behavioral Health Therapy 072225</b> Wed June 4 2025 08:22 AM	<input checked="" type="checkbox"/>	1

## ASSIGNMENT AGREEMENT

This ASSIGNMENT AGREEMENT is by and among Sourcewell, a Minnesota service cooperative located at 202 12<sup>th</sup> Street Northeast, Staples, MN 56479 (“**Sourcewell**”); Edgewood Health Network Inc. **dba EHN Canada**, a British Columbia corporation located at 1800 – 510 West Georgia Street, Vancouver, Canada, V68 M3 (“**EHN Canada**”); and EHN Outpatient Services Inc. **dba EHN Online**,, located at 110 Eglinton Ave. East, Suite 700, Toronto, Ontario, Canada, M4P 2Y1 (“**EHN Outpatient**”).

Sourcewell and EHN Canada entered into a Master Agreement Number 072225-EHN (Contract) dated December 23, 2025 (the “**Contract**”) for the provision of Virtual Behavioral Health Therapy and Related Services by EHN Canada (as defined therein).

EHN Canada now wishes to assign the Contract to EHN Outpatient, which is a wholly owned subsidiary of EHN Canada and identified as such in its original response.

Pursuant to Section 12 of the Contract, EHN Canada may not assign or otherwise transfer its, rights or obligations under the Contract without the prior written consent of Sourcewell, which consent is not to unreasonably be withheld.

Sourcewell wishes to consent to the assignment of the Contract from EHN Canada to EHN Outpatient pursuant to the terms hereof.

### Assignment

1. This Assignment Agreement will become effective as of the date of the last signature below.
2. As and from the date hereof, EHN Canada hereby assigns, sets over and conveys to EHN Outpatient, its interest in and to the Contract, and EHN Outpatient agrees to observe, perform, be bound by and be liable under, as an obligation of EHN Outpatient, each and every covenant, agreement and obligation of EHN Canada relating to the Contract required to be observed or performed on or after the date hereof.
3. EHN Outpatient has obtained a copy of the Contract from EHN Canada and certifies it will comply with the terms of the Contract as executed by EHN Canada and Sourcewell. The parties agree this assignment is unconditional and without recourse.
4. Sourcewell hereby consents to and acknowledges the assignment of the Contract made hereunder.
5. Sourcewell hereby releases and discharges EHN Canada from its obligations pursuant to the Contract.
6. EHN Canada and EHN Outpatient severally (and not jointly) represent and warrant to Sourcewell that:
  - a. to its knowledge, EHN Canada is not in default of any of its obligations under the Contract;

and

- b. EHN Outpatient is ready, willing, and able to perform all the obligations and responsibilities of the Contract.
7. The substantive and procedural laws of the State of Minnesota will govern this Assignment Agreement. Venue for all legal proceedings arising out of this Agreement will be in a court of competent jurisdiction within the State of Minnesota.
8. If any provision of this Assignment Agreement 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 Assignment Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
9. This Assignment Agreement may be executed and delivered in any number of counterparts with the same effect as if all parties had all signed and delivered the same document and all counterparts will be construed together to be an original and will constitute one and the same agreement.

IN CONSIDERATION for the above, Sourcewell consents to the assignment.

Signature Page Follows.

Edg... Signed by: dba EHN Canada

*Christina Basedow*  
C29CD13F42BD473...

By: \_\_\_\_\_  
Christina Basedow, Chief Operating Officer

Date: 1/20/2026 | 1:38 PM CST

EHN... Signed by: , dba EHN Online

*Christina Basedow*  
C29CD13F42BD473...

By: \_\_\_\_\_  
Christina Basedow, Chief Operating Officer

Date: 1/20/2026 | 1:38 PM CST

Sourcewell

Signed by:  
*Jeremy Schwartz*  
C0FD2A139D06489...

By: \_\_\_\_\_  
Jeremy Schwartz, Chief Operating and Procurement Officer

Date: 1/20/2026 | 1:34 PM CST