

MASTER AGREEMENT #072225 CATEGORY: 3 – Virtual Behavioral Health Therapy and Related Services SUPPLIER: PresenceLearning, Inc.

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and PresenceLearning Inc., 530 Seventh Avenue, Suite M1, New York, NY 10018 (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.

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.

- 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.
 - 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 3. K-12 and Higher Education Students and Faculty; Speech and Occupational Therapy;
 - i. Psychology, Social work, or Special Education Services;
 - 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;
 - iv. Assessment or diagnostic services;
 - v. Speech; and
 - vi. Occupational Therapy.
 - 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.
- 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 Sourcewell 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 Sourcewell 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.
- CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). iii) 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 of two percent (2%) 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 employee, independent contractor, master-servant, or principal-agent.

- 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) **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.

19) 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.

- 20) 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.
- 21) **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.
- 22) **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 the State of Minnesota 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, P.O. Box 219, 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) Waiver of Subrogation. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.
- e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.
- 23) **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.
- 24) **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.

- 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.

Sourcewell	PresenceLearning, Inc.
Signed by: Jeveny Schwartz COFD2A139D06489	Docusigned by: Fletcher Hutson A9625E5023E249B
Jeremy Schwartz	Fletcher Hutson
Title: Chief Procurement Officer	Title: Chief Revenue Officer
10/22/2025 4:11 PM CDT Date:	Date:10/22/2025 12:58 PM PDT

Sourcowoll

RFP #072225 - Virtual Behavioral Health Therapy and Related Services

Vendor Details

Company Name: PresenceLearning, Inc.

Does your company conduct business under any other name? If NY

yes, please state:

530 Seventh Avenue

Address: Suite M1

New York, NY 10018

Contact: Brian Culbreth
Email: rfp@presence.com
Phone: 919-434-0386
HST#: 27-4478654

Submission Details

 Created On:
 Tuesday June 10, 2025 13:19:23

 Submitted On:
 Tuesday July 22, 2025 15:45:08

Submitted By: Brian Culbreth
Email: rfp@presence.com

Transaction #: ba5203cd-142f-44a7-b56d-af2f1c93de25

Submitter's IP Address: 147.243.183.44

Bid Number: RFP #072225

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 *	
	Provide the legal name of the Proposer authorized to submit this Proposal.	PresenceLearning, Inc.	*
	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).	N/A. PresenceLearning, Inc. will be responsible.	*
	Provide your CAGE code or Unique Entity Identifier (SAM):	TBQ6C4DHVZA1	*
5	Provide your NAICS code applicable to Solutions proposed.	611710	
6	Proposer Physical Address:	530 Seventh Avenue, Suite M1, New York, NY 10018	*
7	Proposer website address (or addresses):	www.presence.com	*
	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):	Fletcher Hutson Chief Revenue Officer fletcher@presence.com 919-434-0386	*
	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Brian Culbreth Vice President, Sales brian.culbreth@presence.com 919-434-0386	*
	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	N/A. The proposer's primary contact will connect participating entities with representatives as needed.	*

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

Line Item	Question	Response *	
100111			

Bid Number: RFP #072225 Vendor Name: PresenceLearning, Inc.

Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.

Inspired to drive solutions for the national shortage of school clinicians, PresenceLearning, Inc. ("Presence") is unlocking the potential of schools and clinicians by removing traditional barriers to success through an elevated approach to teletherapy. As a trusted leader since its founding in 2009, Presence is innovating how schools assess and address students' special education-related service and mental health needs. By equipping a nationwide network of teletherapy providers with award-winning technology and end-to-end clinical support, Presence is helping to meet the needs of schools, students, and clinicians today—wherever they are. Presence is teletherapy, elevated.

Every year, schools face challenges in providing essential support to students—especially those with diverse needs, where there are not enough clinicians to meet the demand. We bring over 15 years of expertise in providing remote special education-related and mental health services to help bridge staffing gaps and expand onsite bandwidth. Our company has proven its commitment to empowering those serving children with diverse needs in public, private, virtual/home schools, and charter school systems across the United States. Moreover, our extensive experience, which predates the COVID-19 pandemic, includes delivering teletherapy services to a variety of diverse school systems, each with its unique size, complexity, and characteristics. In 2021, Presence acquired Global Teletherapy, which was founded in 2014. The combined experience and history of both companies have enabled them to maximize the potential of PreK-12 schools across the United States. To date, our partnerships with schools have achieved:

7M+ teletherapy sessions delivered 10,000+ schools supported 285,000+ PreK-12 students served 2,000+ clinicians in our network

We firmly believe every child deserves access to high-quality therapy services, regardless of location. Whether from rural, urban, or virtual school communities, we recognize all schools that go above and beyond to support students, lead with empathy, and embrace innovation to empower all learners. Our company leads with the following values to serve schools best nationwide:

- Innovate with purpose: We lead our industry by focusing not on what we can do, but what we should do. When we challenge convention responsibly, we translate ambition into progress
- Leverage our expertise: We lean into the collective knowledge and rigor of our team. Our research, validation, and experience continue to pioneer what works for children
- Create equity: Inclusion and access are not given. We remove obstacles that stifle participation, create opportunities for people to grow, and deliver for those who need it the most
- Lead with empathy: Genuine care and understanding unlock the power of working together. When we do this, we deepen relationships, spark innovation, and deliver lasting impact

Presence also issues several Partner of the Year awards to recognize school partners that have consistently embodied excellence in special education-related services and represent the following core values:

- Equitable service delivery: Adjusts service models to accommodate special needs
- Thoughtful innovation: Explores new student support strategies with an open mind
- Dedication to students: Provides timely referrals and puts students at the forefront of their decision-making process
- Empathetic leadership: Recognizes each student and educator as unique with individual strengths and aspirations

Bid Number: RFP #072225

	Livelope ID. 1654A91 0-0E05-451 0-A521 -E051511	
12	What are your company's expectations in the event of an award?	In the event that Presence is honored to be awarded the opportunity to provide Sourcewell and our participating entities our teletherapy services, we expect to build strong partnership between our organizations to fulfill the needs of Category 3 for K-12 by providing comprehensive solutions through our special education-related services, including speech-language therapy and assessments, occupational therapy and assessments, school psychology and psychoeducational assessments, mental health counseling, and behavioral services. Presence looks forward to becoming a collaborative partner to identify key opportunities that drive engagement and awareness closely. We aim to build a mutually beneficial partnership that supports Sourcewell and its participating entities in delivering high-quality services to students by driving initiatives that elevate teletherapy and expand access to impactful solutions. Through this contract, Participating K-12 Entities can: - Leverage a trusted proprietary platform from a company with over 15 years of experience - Benefit from solutions designed by providers for your students - Fill clinical gaps to end backlogs and help schools maintain compliance - Access the largest clinical network of teletherapy providers with school-based experience - Reach more students and expand service offerings - Relieve the workload burden for on-site clinical staff and simplify workflows - Empower students, schools, and parents with appropriate services that are delivered on time - Equip participating entities' special education providers and related staff with technology to maximize their time and their student impact with Presence's online proprietary platform, Kanga
		- Ensure every child with a need is evaluated: disability, gifted and talented, and Pre-K testing - Enable consistent access to services - Improve the student experience with teletherapy best practices
13	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.	Presence has been providing teletherapy services for special education-related services and behavioral mental health counseling in schools since 2009. Presence serves children by leveraging the Company's national network of more than 2,000+ speech-language pathologists, occupational therapists, school psychologists, and behavioral and mental health professionals. The Company is backed by leading private investors in the educational technology market. Presence continues to grow and is profitable. Presence's Chief Financial Officer, Mr. Jess Compagnola, can be contacted for additional questions by contacting rfp@presence.com as this information is confidential. We included copies of reference letters, testimonials, and case studies as supporting
		documents uploaded with our response under "Financial Strength and Stability" to demonstrate our strength, stability, and success in serving our customers.
14	What is your US market share for the Solutions that you are proposing?	Presence currently services Pre-K-12 schools and related independent entities serving school systems only in the United States, and is one of the largest virtual providers in the Pre-K-12 market.
15	What is your Canadian market share for the Solutions that you are proposing?	None. Presence currently does not serve the Canadian market.
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.	N/A. Presence has not filed for bankruptcy and acknowledges the requirement to provide written notice to Sourcewell.
17	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). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Presence is a service provider that offers comprehensive, school-based virtual services designed to close gaps in related services and streamline access to essential supports all in one proprietary platform, including speech-language therapy and assessments, occupational therapy and assessments, school psychology and psychoeducational assessments, mental health counseling, and behavioral services. Presence services are supported by a full team of resources aligned to support Sourcewell and its participating entities throughout the partnership, including, but not limited to, our school partnership, customer success, clinical success, marketing, product, legal, and empowerment teams. Services are delivered to students at schools by licensed clinicians from our clinical network, comprised of employees (W2) and independent contractors (1099). Upon finalizing the contract and scope with each school, Presence will inform the school's teams of the clinicians assigned to provide services through our platform. We provide additional guidance to each school to ensure a successful setup and service delivery.

18	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.	All of Presence's clinicians undergo a rigorous and thorough vetting process before providing services to ensure they hold and maintain the required licenses and certifications in their respective fields of service. We carefully screen each clinician to determine if they are a strong fit for their school placement. Our company also verifies the credentialing and other related requirements for each school to ensure we adhere to the established standards, including any required liability insurance, Medicaid or NPI numbers, or other specific clinician requirements for delivering teletherapy services. Aside from being professionally certified by the State, our clinicians also typically hold nationally accredited certifications, including: - Audiology and Speech-Language Pathology Association (ASHA) Certificate of Clinical Competence in Speech-Language Pathology (CCC-SLP) - American Occupational Therapy Association (AOTA) Certification - National Association of School Psychologists (NASP) Nationally Certified School Psychologist (NCSP) Certification Our dedicated Talent Sourcing and Empowerment teams work tirelessly to source, expand, and maintain our network to relieve the burden of the school's search for top talent who meet their qualifications. With a growing number of licensed clinicians, our teams also work tirelessly to vet, onboard, and cross-license providers to fill gaps. By leveraging our extensive network, we are confident that all clinicians will meet the stringent standards outlined by our company and the participating entity's specific requirements.	*
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.	Presence has never been debarred or suspended, and any included possible Responsible Party. We acknowledge that written notice is required to Sourcewell if our company enters a debarment or suspension status at any time during the pendency of this RFP evaluation.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	Presence consistently demonstrates its industry leadership in remote therapy, earning numerous awards and recognition as a testament to its excellence, including various awards, including but not limited to the following in the past five years: 1. Great Place to Work ® Certified Dec 2024-Dec 2025 2. Tech & Learning Awards of Excellence Best of 2024 for Primary (K-6) and Secondary (6-12) 3. 2025 EdTech Digest Award 4. 2024 Excellence in Equity – Industry Impact Award by the American Consortium for Equity in Education in both the Accessibility Solution and Special Education Solution categories. 5. 2024 Tech Edvocate Award in the Best Assistive Technology App or Tool. 6. FORTUNE's "Impact 20" list for 2023 for World-Changing Innovation in PreK-12 Teletherapy Services 7. The Tech Edvocate Awards as Best Assistive Technology Tool of 2023 8. District Administration's 2022 Top Ed Tech Products Awards 9. Edtech 2022: SmartBrief Readers' Choice Awards in Special Education 10. Gold Stevie® Award in the Solution for Special Needs Students category 2021 11. People's Choice Stevie® Award for Favorite New Products 2021	. *
21	What percentage of your sales are to the governmental sector in the past three years?	0%	*
22	What percentage of your sales are to the education sector in the past three years?	100%	*
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?	We hold several cooperative purchasing agreements, most of which are new, with no annual sales volume to date. Our company expanded its initiatives to engage in more cooperative contracts and tracking during the 2024-2025 fiscal year, aiming for increased interest and participation that reflects our evolving approach and makes prior-year sales volumes less representative of future opportunities. We outlined the estimated annual sales volume below. 1. Sourcewell: Approx. \$309,696.45 2. The Interlocal Purchasing System (TIPS): Approx. \$ 152,544.82 3. Allied States Cooperative (Region 19 ESC, TX): \$0 4. EPIC6 (Region 6 ESC, TX): \$0 5. Region 20 ESC (TX): \$0 6. Ed Tech Exchange (Region 10 ESC, TX): \$0 7. Region 18 ESC (TX): \$0 8. Strategic Alliance for Volume Expenditure (S.A.V.E.) – Paradise Valley Unified School District (AZ): \$0 9. Strategic Alliance for Volume Expenditure (S.A.V.E.) – Deer Valley Unified School District (AZ): \$0 10. Wayne RESA and authorized CoPro+ Members (MI): Approx. \$309,750.00	*
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?	N/A. Presence currently does not hold any GSA contracts or Standing Offers and Supply Arrangements (SOSA).	*

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 *	
Charlotte County Public Schools, FL	Nicole "Niki" Cox (Email: nicole.cox@yourcharlotteschools.net)	(941) 255-0808 option 2	*
Prince George's County Public Schools, MD	Michelle Blakey (Email: michelle.blakey@pgcps.org)	(301) 618-8300	*
Turlock Unified School District, CA	Ericka Tschantz (Email: etschantz@turlock.k12.ca.us)	(209) 667-8519	*
Fulton County Public School System, GA	Sherry Johnson (Email: JohnsonS1@fultonschools.org)	(470) 254-7832	
Hendry County School District, FL	Lynette White (Email: whitel@hendry-schools.net)	(863) 674-4164	

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 *	

Bid Number: RFP #072225 Vendor Name: PresenceLearning, Inc.

26 Sales force. Presence is comprised of over 170 corporate employees within our company dedicated to building a company, a culture, and a community that empowers all who serve children with diverse needs. This number includes about 55 corporate employees who are part of our field sales (school partnership) and customer success and support teams. Presence employees are located across the United States and can support Sourcewell and its participating school district entities. When schools partner with Presence, the school will work with more than our outstanding clinicians. Before services begin, we enhance the quality of our service model for schools by pairing dedicated team members throughout their partnership with Presence. These experts collaborate closely with school staff, fully grasping the unique aspects of each participating entity, including its providers and students, and leveraging a working knowledge of the regional landscape related to licensure, compliance, and other considerations. Through our years of experience servicing school district programs, we have learned that a robust, dedicated team from Presence is essential to ensuring that our teletherapy services are scheduled and coordinated smoothly to support the school's on-site teams. An overview of the team supporting schools includes: - School Partnership Director: Serves as the designated sales representative who brings a wealth of experience serving schools in the related state of the participating entity. They set each school up for success by developing the initial service orders and facilitating partnerships with our esteemed success teams. - Customer Success Manager: Serves as the designated customer care professional who oversees the relationship, from service coordination and monitoring account performance to managing contracts and building relationships. They would become the participating entity's primary contact after the service order or contract is executed. - Clinical Success Manager: Serves as an internal Presence clinician who is tenured in both their clinical discipline and in teletherapy. They support the providers assigned to the district through continuous guidance on responsibilities and expectations, clinical oversight of scheduling and workloads, and serve as your expert on clinical best practices. - Success Coordinator: Serves as a team member who may help in the background to manage onboarding activities for student referrals, as well as ensuring that sitespecific information is maintained and ongoing referral management occurs throughout the school year to support IEP service requirements and timelines. Our in-depth understanding of the diverse educational environments within school site locations enables us to forge lasting partnerships and achieve positive outcomes. Backed by our extensive provider network and a track record of positive impacts across various school sizes and types, we are equipped to meet the evolving needs of participating schools with a strategy that is both innovative and grounded in proven success. Moreover, this team focuses on various efforts to maintain open communication, resolve concerns, and monitor performance. The dedicated account team assigned to the school is committed to ensuring a smooth transition from onboarding to service delivery throughout the academic year, providing proactive communication about your caseload, services, and organizational dynamics. Through in-depth conversations with its school staff, we will tailor our plan of operation to meet the specific needs of the participating entity. Communication strategies will be tailored to the school's needs through regular virtual meetings, shared documents, emails, or phone calls. Our team will routinely check in with the participating school staff and can schedule meetings to discuss any concerns and gain insightful feedback regarding our performance. These meetings serve as a foundation for open communication to: - Discuss service progress, garner feedback from the district, and verify that services align with the participating school parameters - Collaborate one-on-one with the member district's staff and increase engagement

- Identify any challenges before they escalate
- Mediate concerns regarding clinician performance
- Explore avenues for continuous improvement
- Address any other questions associated with the quality of our services and clinicians These regular meetings are invaluable for fostering a stronger partnership, building trust, and enhancing mutual understanding. We work with district staff to review our service performance and collaborate on effective improvement solutions. With our focus on customer satisfaction and responsiveness, we are confident that we can establish a lasting, successful partnership.

Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.

N/A

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28	Service force.	Our commitment to clinical support distinguishes us from others in the field. Our team comprises experienced professionals who understand the intricate needs of school districts, ensuring that our programs align seamlessly with your educational goals. We prioritize ongoing development to stay current with the latest research and methodologies, enabling us to provide unparalleled clinical guidance and support.	
		Presence boasts a network of over 2,000 licensed and highly qualified clinicians, extending a large pool of candidates to serve Sourcewell and its participating entities, which serve students from Pre-K through 12th grade. This clinical network comprises clinicians we can readily leverage to allocate service hours with partners swiftly in response to service needs, unlike other models that rely on a passive clinician database requiring additional filtering and outreach before allocation.	*
		Our professionals engage directly with students through live video conferencing, utilizing various resources and activities to ensure timely service delivery. This process ensures better alignment with district needs and timely service delivery, enabling students to receive their essential services and succeed.	
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Service Orders and our ordering process are not handled by distributors or dealers. Participating entities will speak with a Presence representative to discuss the participating school's current or future service needs. Topics of discussion include but are not limited to: - Identifying the scope of service needs (e.g., speech-language therapy, occupational therapy, psychoeducational evaluations, mental health, etc.) - Discussing the estimated number of weekly hours needed for service, the number of evaluations or assessments needed per service, and student caseloads - Determining timelines for services, including start dates and end dates - Verifying any budgetary details to take into consideration	*
		Schools may also schedule a consultation with our team at any time by visiting https://presence.com/schedule/. This consultation will showcase our platform's capabilities and customize our approach to best serve each school.	
		A Presence representative will provide a Service Order that summarizes the details, costs, and fees for services for the participating entities' review and execution. Once the Service Orders are executed, we will begin planning immediately to meet the school's unique goals and needs. As we prepare to launch services, the school will have an opportunity to meet the Presence team and align on next steps to ensure a smooth and successful start.	
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.	CUSTOMER SERVICE OVERVIEW: 1. Needs Exploration: Our relationship starts with a conversation about the school system's goals, needs, and concerns. 2. Clinically-Driven Options: Our clinical experts customize a variety of solutions that address the school system's needs. 3. Careful Consideration: We work with each school system to offer flexibility because we know that even best-laid plans can change. 4. Thoughtful Selection: We curate and match participating school systems with experienced clinicians that can best meet student needs. 5. Here for All Your Needs: From guided implementation to ongoing support and reporting, we focus on making this process easy and manageable. 6. Expansion and Growth: We continually invest in our Platform to meet the diverse needs of students with input from clinical experts. 7. Establishing Clear Expectations: Before services begin, our Customer and Clinical Success Managers meet with school administrators to define expectations, roles, and responsibilities for all stakeholders for the participating schools. 8. Alignment to School Standards: For our clinicians, we request access to the district-specific timelines, policies, and protocols so our teams may monitor clinicians' performance in alignment with the school's requirements. 9. Clinician Performance Monitoring: Clinical Success Managers have access to therapy notes and attendance records, allowing them to monitor clinician performance and address concerns promptly. 10. Integration with School Teams: Presence clinicians become essential members of the school's teams, sharing strategies and recommendations focused on the students' progress and development.	
		COMPANY BUSINESS HOURS: The company's business hours are 9:00 AM - 6:00 PM in the employee's home time zone, five (5) days a week (Monday through Friday). For example, our Presence representatives in Texas will work within the Central Time Zone. Core business hours fall within 12 PM ET - 5 PM ET, with the expectation that, for business reasons, meetings may occasionally start earlier or later than the core hours. Clinicians assigned to work with participating schools shall align their schedules to best serve the referred students' schedules. Teletherapy service schedules may be adapted on a case-by-case basis to accommodate times between clinicians and the students for service delivery.	

OVERVIEW OF SERVICE PROGRAM BENEFITS:

Participating schools can count on our service model to ensure a smoothly run program with clearly defined elements and benefits.

- 1. Clinical Discovery: We provide more than just the clinicians—we offer clinical expertise and ongoing support that empowers the participating school's teams throughout the year. Led by a licensed clinician who will inform and help correctly estimate the services to meet the needs of your students in the coming year. Likewise, our dedicated and expert account team will serve as an extension of the district's staff and collaborative partner in student success.
- 2. Program Implementation: Our implementation process includes defined stages to achieve critical milestones between our team and the district. A significant amount of work happens right at the beginning of the school year to ensure a successful start and a successful program. We dedicate substantial resources from our clinical and customer success teams to make this happen. Having clinical involvement upfront is essential to ensure we place the right providers on the assignment and retain them for the school year. Our implementation process includes defined stages to achieve each milestone between our team and the school. The goal is to begin services as soon as possible, typically within 14 school days of receiving onboarding information. Actual service and response time timelines will vary based on availability and from school to school or by state. Presence will guide schools through key milestones to ensure a smooth start during the program implementation process, including access to a detailed Getting Started Guide with checklists and instructions.
- 3. Weekly Dedicated Service Hours: Our goal is to match providers based on their availability to meet the school's needs right from the start. We will agree on a guaranteed number of service hours per day and a calendar for the year, specifying the days on which the school requires service, as well as the set clinician and student schedules. We assign a number of hours to the providers and organize to make them available to you for all the contracted hours. School sites are expected to provide a Primary Support Person (PSP) who supports virtual sessions. PSPs stage testing environments, escort students to and from testing locations, ensure connection to the Platform, and manage any materials needed for the assessment. If participating entities need a PSP solution, Presence offers an Extended Teletherapy Service contract option where onsite Presence Teletherapy Facilitators are provided for an additional fee. Presence's weekly dedicated services can support schools through a variety of scenarios, such as:
- a) Service Openings: Covering for short-term or long-term staff openings (e.g., maternity leaves, medical leaves, staff shortages, etc.) throughout the school year.
 b) Compensatory Services: Help meet compliance requirements and mandates by receiving essential compensatory services from available Presence clinicians. Presence will collaborate with participating schools to coordinate and schedule assigned compensatory time, providing a reliable solution to support the fulfillment of service minutes or sessions owed to students.
- c) Summer School Services: Cover Extended School Year needs and utilize summer capacity to address backlogs in evaluations or compensatory minutes, ensuring continuous student support, freeing up full-time staff, alleviating summer workloads, and being better prepared for a strong start to the new school year.
- 4. Service Coordination: Significant work happens throughout the year to maximize the program's efficacy. This project provides the district with optimal service and is a big part of driving provider satisfaction and retention for our weekly dedicated services.
- 5. Assessment Services: For schools interested in separate costs for direct assessments only, Presence can help address any backlog of assessments by providing clinicians who can flexibly support schools during peak referral periods, staff shortages, or when onsite teams are at capacity. Presence offers Service Orders with details regarding the requested Assessments (e.g., Non-Psychoeducational Assessments and Psychoeducational Assessments). Presence then matches the requested assessments with the available clinicians for completion. The Service Order may specify a commitment for the related assessment services, along with the applicable minimum commitment fees and rates per assessment. Presence collaborates with each participating entity to determine the anticipated number of assessments required per school, providing a transparent overview of the costs and payments for the separate assessment services.
- 6. Smart Start: Smart Start is our onsite implementation service designed to ensure each school is truly ready for teletherapy—physically and logistically. We take the burden off the school system by handling setup and training at the site level—so the school is not chasing down equipment or training PSPs themselves. This service leads to fewer delays, smoother service starts, and greater buy-in from school staff. With Smart Start, schools are set up with best practices from day one—and that makes a huge difference when you're launching services across multiple locations.

31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	Founded on a simple, powerful idea, our team recognizes the importance of adaptability in today's landscape. Limited staff, time, and resources directly impact the opportunities every student deserves. By equipping the largest network of teletherapy providers with award-winning technology and comprehensive clinical support, we effectively meet the needs of schools and students across the United States. As true partners, Presence welcomes the opportunity to work with participating school entities to deliver the platform, teletherapy services, clinical network, and expertise they need to serve more students.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	N/A. Presence currently does not serve Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	Our company may serve all 50 states across the United States; however, we recognize that certain, unique requirements in New Jersey, such as certification as an Approved Clinic or Agency with the New Jersey Department of Education or maintaining a physical office within the state, may affect our ability to fully meet the service expectations in New Jersey. We currently do not provide services in Canada.	*
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.	Presence currently serves students in PreK-12 systems and related entities, and participating entities that are Higher Education (universities and colleges students, etc). Public Safety Employees and General Public Entity Employees would not have full access to our solutions unless the services are expected to be delivered to PreK-12 grade students or have qualified service providers who intend to license our platform. We take pride in being a leader in teletherapy by providing a proven school-based model that empowers educators, service providers, and administrators to support students with diverse needs. By leveraging our deep experience in this educational setting, we deliver best-in-class services and technology solutions that enhance access and drive student outcomes.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are currently no specific requirements or restrictions that would apply to participating K-12 entities in Hawaii and Alaska and in the U.S.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes, our services may be extended to non-profit entities that are interested in purchasing our company's services following the terms and pricing tied to the awarded master agreement.	*

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.	Our marketing strategy to promote the Sourcewell opportunity includes a combination of internal enablement, targeted outreach, and the distribution of value-driven resources to participating entities. Our goal is to position the contract as one of our streamlined purchasing pathways for schools seeking faster and easier procurement while maintaining high-quality and compliant services through a trusted pre-awarded contract. - We will equip our internal teams with customized marketing tools and training to confidently present the Sourcewell contract as a purchasing solution for eligible school districts. - During outreach and customer conversations, the contract will be introduced as a way to accelerate procurement while meeting compliance and budgetary requirements. - Participating entities will be granted access to a comprehensive library of resources—including eBooks, whitepapers, infographics, detailed guides, resources for parents, and access to on-demand webinars—to understand Presence's service offerings better, make informed decisions, and receive ongoing support. - We will also share marketing materials directly with participating districts to help them become familiar with our platform, services, and approach to student support. - Participating entities using Sourcewell's contract will be entered within our CRM for sales tracking and reporting We uploaded marketing materials, including our Sales Brochure, a white paper on the Remote Administration of Psychoeducational Assessments, and related supporting materials and datasheets used to promote our services to potential school partners. Presence representatives may also provide additional marketing materials to participating entities upon request to raise awareness and provide further information regarding our services and testimonials

38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Our marketing strategy is deeply rooted in the use of technology and digital data to enhance effectiveness, drive brand awareness, and reinforce Presence as a leader in K–12 teletherapy services. - We prioritize digital innovation to support clinician recruitment, customer growth, and long-term brand recognition. - We use digital platforms to create and distribute engaging content such as webinars, blogs, eBooks, Visionary Voices interviews, and on-demand resources that showcase our expertise and connect with educators and decision-makers. - Our marketing team leverages data from social media, websites, articles, digital campaigns, conference attendance, outreach efforts, and more to evaluate engagement and optimize campaign performance. - We track marketing return on investment and customer reach across multiple channels, including partnerships with trusted education media outlets such as District Administration, K–12 Dive, the Council of Administrators of Special Education (CASE), and Education Week. - We incorporate customer feedback through testimonials, case studies, and survey responses to inform content strategy and continuously refine our messaging and offerings based on market needs.
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?	We view Sourcewell as a strategic partner in expanding access to high-quality teletherapy services by connecting participating entities with pre-vetted, trusted providers, such as Presence. Sourcewell plays a key role in promoting awarded agreements by increasing visibility among education leaders and streamlining the procurement process for entities to receive direct value. Review and negotiate the Sourcewell-awarded agreement, including as the Requested Exceptions to Soucewell's Master Agreement uploaded as part of our submission. Questions regarding this Requested Exceptions may be forward to rfp@presence.com for assistance. We will integrate the Sourcewell-awarded agreement into our sales process by including it as a purchasing pathway during early-stage discussions with potential customers. We expect the agreement to be listed on Sourcewell's website, and we will assist in ensuring it is tagged with accurate keywords and service categories to ensure discoverability by participating school entities. We will collaborate with Sourcewell to explore outreach opportunities, including targeted communications, requesting a contact list of potential customers, or introductions to participating school leaders who may benefit from our services. Our team will clearly articulate our value proposition during all customer interactions, highlighting how the Sourcewell contract simplifies the purchasing process and ensures service quality. Where appropriate, we will consider supporting materials with Sourcewell to increase trust and accelerate adoption among participating entities. We also view this RFP as an opportunity to strengthen our partnership with Sourcewell and its entities, grounded in a shared commitment to excellence for its participating entities, and work together to uphold high standards of services across the PreK-12 landscape.
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.	N/A. Our solutions are not available through an e-procurement ordering process.

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

Line Item	Question	Response *	
item			

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.

The innovative Presence platform is browser-based, requiring no proprietary equipment. Our team will provide the district with teletherapy setup guides to ensure a seamless transition to remote service delivery. The district may also view our online setup guide at https://presence.com/setup/

1. DEVICES AND BROWSERS:

To utilize all the functions of the Vendor platform effectively, the participating entity must use a device with an updated operating system and a compatible web browser. The following devices, browsers, and versions are currently supported:

- a) Devices:
- A PC running Microsoft Windows® 8 or later
- A Mac® running Apple macOS® 10.12 or later A Chromebook™ with a minimum display size of 11.6 inches, running the latest version of
- An iPad, iPad Air, or iPad Pro with a minimum display size of 11.6 inches, running Apple iPadOS® 13.6 or later

b) Browsers:

- Latest version of Google Chrome™, Mozilla Firefox™, or Microsoft Edge™ Latest version of Google Chrome™, Mozilla Firefox™, or Microsoft Edge™
- Latest version of Google Chrome™
- Latest version of the Apple Safari®

2. TELETHERAPY ESSENTIALS:

Whether the school needs remote support for individual teletherapy, group sessions, or assessments, chances are the school already has everything you need to get started.

- a) Distraction-Free Space: Students need a quiet, distraction-free space for teletherapy. Depending on the assessment or services provided, the area should be private or semi-
- b) Computer with Camera: Computers should have integrated cameras or attached webcams and updated browsers. Dedicating these computers exclusively to your school's teletherapy space minimizes last-minute configuration and ensures they're always ready for use. We also provide guidance on configurations when using iPads.
- c) Headset with Built-in Microphone: High-quality, noise-isolating headphones with microphones reduce background noise and allow students to hear the clinician and on-screen activities. Wired headsets are recommended, ensuring that they are always charged, connected, and ready to go.
- d) Mouse Wired to Computer: A mouse reduces fatigue or inaccuracies sometimes caused by a trackpad or touchscreen. It's also especially helpful for younger students or students with fine motor limitations. A wired mouse ensures that it is always charged, connected, and ready to go.

3. SECURITY, FIREWALL, AND CONTENT FILTERING:

The school's IT department will need to review the following sections to enable or whitelist certain necessary domains as listed within the Vendor's online teletherapy setup guide provided to the participating school by Presence, and can be found online by visiting https://presence.com/security-and-firewall/

4. RESOURCE GUIDES AND SUPPORT:

Presence offers resources on how to utilize our therapy platform features, enabling clinicians to maximize the benefits of our highly advanced technology.

- a) Resources: We provide resources and dedicated support staff to manage clinicians' transition to utilizing our online platform to conduct teletherapy services for our district partners.
- b) Support: We provide hands-on support for our clinicians as applicable to build their confidence in using the resources and service techniques when working with students in a virtual environment.
- d) Demos and Training: We offer demos for our district partners to showcase our platform's capabilities in managing their service needs and direct training on our platform's administrative features for selected district staff. Additionally, we provide Primary Support Person training resources to designated support staff.

42	Describe any technological advances that your proposed Solutions offer.	Presence offers a robust teletherapy platform that continues to evolve through ongoing technological advancements designed to enhance both the clinician and customer experience. Over the past year, we have introduced several new features and improvements that support efficient, engaging, and compliant service delivery, including but not limited to: - Enhancing the clinician onboarding experience within the platform to ensure smooth setup and readiness for service; - Launching a new provider landing page, giving clinicians a clear view of their schedules, tasks, and key resources; - Redesigning our Digital Library interface, and expanding our digital content to include thousands of curated content pieces and a new assessment library with intuitive search features; - Introducing a personalized waiting therapy room to create a more student-friendly experience with the clinician before sessions begin; - Incorporating artificial intelligence (AI) features to enhance services, documentation, and administration functions, such as automated notetaking, clinical documentation assistance, and generation of SOAP notes; and, - Streamlining notetaking features, including a "Copy Notes" tool that enables clinicians to transfer documentation into district-required systems easily We remain committed to investing in our platform to ensure it continues meeting the evolving needs of school partners and clinicians alike. - The platform is secured and maintained in compliance with applicable data privacy and security standards - Student engagement is a core focus, with features that support individualized, progress-driven learning experiences - Content is regularly reviewed and updated to stay on top of the latest methodologies and resources to ensure clinical relevance - Time-saving tools are built into the platform to reduce documentation burden, simplify scheduling, and enhance service coordination - Clinician and customer feedback guide platform updates to deliver improvements that drive measurable impact	*
43	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	N/A. Teletherapy services eliminate the need for our clinicians to travel and support a nearly paperless environment.	*
44	Identify any third-party issued ecolabels, 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.	N/A. No certifications.	*
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?	WHY PRESENCE?: Presence is a leader in teletherapy, trusted by schools for its innovative platform and clinically driven service model. Our proprietary platform has been used in research through real-world implementation, offering Sourcwell and its participating school entities the confidence in a recognized solution option built for school-based services. We have also developed a comprehensive white paper that highlights how remote assessments can address the persistent service gaps facing districts nationwide. Our findings demonstrated that, when done properly, remote assessments are a reliable option to bridge this gap when needed. We included a copy of our white paper and other available resources as part of our Marketing document for Sourcwell and participating entities to explore strategies and practical applications that inform our approach. SERVICE CUSTOMIZATION: Program customization is at the core of our service offering. Recognizing each school district's unique challenges, we tailor our program implementation and service delivery to address specific objectives and cater to the individual needs of each school. There is no "one size fits all" approach to serving students with special needs. Our customization process is collaborative, involving key stakeholders to ensure a solution that aligns precisely with the participating entity's vision. PRESENCE DIFFERENTIATORS: From start to finish, Presence is committed to ensuring that the participating school has the best possible plan to address its current and future needs through individualized programs and a comprehensive support team. Participating entities will benefit from a vendor that:	
		Demonstrates over 15 years of proven experience delivering virtual special education-related services in a PreK-12 setting Maintains a large, actively engaged nationwide network of licensed 2,000+ providers, including speech-language pathologists, occupational therapists, school psychologists, and mental health professionals Delivers services using providers with school-based experience who understand the IEP	

process, the intricacies of multi-disciplinary teams, and the spectrum of tasks from screening, initial evaluation, qualification, IEP creation, service delivery, progress monitoring, and reevaluation

- 4. Ensures IEP and 504 compliance, accommodation of students with diverse learning needs, and developing specific goals for targeted students
- 5. Offers customizable service delivery models using a consultative approach that aligns with CPS needs
- 6. Demonstrates ability to scale quickly to meet shifting demands while upholding high-quality standards for participating schools
- 7. Matches students with providers based on specific needs to ensure individualized support
- 8. Accommodation of small group therapy and instruction as indicated by IEP
- 9. Adapts to the evolving needs of schools by offering flexible scheduling, short-term coverage, and long-term service solutions
- 10. Provides onsite program implementation support as needed
- 11. Provides teletherapy facilitators as needed to support service delivery
- 12. Provides an all-in-one, HIPAA and FERPA-compliant proprietary web-based therapy platform with:
- a) A platform uniquely designed for PreK-12 therapy services, integrating scheduling, service delivery, documentation, and reporting in one location, limiting the need for third-party applications, extensions, or patchwork tools
- b) Secure video conferencing embedded in a proprietary platform to ensure security, privacy, and compliance, avoiding the use of third-party video conferencing tools such as Zoom, Google Meet, Microsoft Teams, etc.
- c) Dedicated virtual therapy room experience customized to address the needs of each student and engage with appropriate tools built into the platform
- d) User-friendly interface with interactive tools designed for both providers and students
- e) Planning tools for caseload management, goal tracking, and documentation
- f) Reporting tools with insights into service delivery, session attendance, student reports, service location, and provider productivity
- g) Integration and certification with ClassLink for single sign-on authentication, which can be enabled for the district upon request
- h) The latest versions of over 60+ assessments used for special education evaluations and gifted talented testing from leading publishers, including but not limited to (All product names and registered trademarks are the property of their respective owners):
- Riverside Insights assessments, including access to the new Woodcock-Johnson® V
- Pearson suite of assessments including the Wechsler Intelligence Scale for Children®, 5th Edition, Wechsler Adult Intelligence Scale®, 5th Edition, Wechsler Individual Achievement Test®, 4th Edition, Kaufman Brief Intelligence Test™, 2nd Edition, Revised, and Kaufman Test of Educational Achievement™, 3rd Edition
- PRO-ED suite of non-verbal assessments including Test of Nonverbal Intelligence™, 4th Edition, Comprehensive Test of Nonverbal Intelligence, 2nd Edition and Primary Test of Nonverbal Intelligence™
- Other assessments from leading publishers, including but not limited to Clinical Evaluation of Language Fundamentals®-5, Goldman-Fristoe Test of Articulation, 3rd Edition, Comprehensive Assessment of Spoken Language, 2nd Edition, Test of Language Development-Primary-5, Receptive / Expressive One Word-4.
- i) The largest library of therapy content, including thousands of customizable activities, digital whiteboards, and other resources that simplify session planning and maximize instructional impact, including but not limited to (All product names and registered trademarks are the property of their respective owners):
- Interactive educational games from Hasbro®, Gametable, and more
- Activities aligned with the Science of Reading from publishers like Bookbot and Highlights®a
- Bilingual resources from Habla Cadabra and Speechy Musings
- Built in administrator oversight capabilities that provide CPS with real-time reporting capabilities
- Ability to use multiple camera angles, including document cameras
- Proven industry awards for the platform
- 13. Demonstrates a history of involvement in assessment equivalency studies conducted within the Vendor's proprietary online therapy platform and publication of white papers highlighting the validity of the approach and the critical considerations
- 14. Offers technical support for both providers and participating school staff to ensure successful implementation and resolutions
- 15. Provides a comprehensive account and clinical support teams to oversee teletherapy

		services, offer recommendations, and collaborate with participating school staff to create teletherapy programs to meet student needs
46	Describe your screening process for pairing service providers with patients or clients for teletherapy services.	ENSURING QUALIFIED CLINICIANS: We ensure that all clinicians assigned to work for participating schools hold the required licenses, credentials, and clearances. This screening process includes qualifying clinicians by closely following the individual school credentialing requirements. We adhere to industry standards to ensure each clinician has the skills and documentation necessary to work with schools, including but not limited to verifying: - Education Requirements - School-Based Experience - Active Licensure (State, DOE, etc.) - Specialties (e.g., AAC): - Language Skills (e.g., Bilingual) - Provider Availability - Provider Age-Group Preferences - Background Checks
		VERIFYING CLINICIAN SKILLS AND EXPERIENCE: Presence clinicians are vetted to match the participating schools' required years of experience, with a focus on those with a work history in the applicable state where the school is located. Moreover, clinicians shall meet all other technical skills or experience requirements for conducting services, such as experience with specific age groups, clinical service delivery in an educational setting/environment, or language fluency (e.g., English/Spanish).
		BACKGROUND CHECK CLEARANCES: Presence clinicians shall comply with our company's criminal background check process before performing services. Presence also requests information from the participating school system regarding any additional requirements above what is state-mandated.
		OTHER CONSIDERATIONS: When presenting clinicians to participating districts for consideration, we consider the dates of availability and the appropriate credentials of each clinician to best meet the district's requirements for each position. Our team shall collaborate with participating schools to provide additional information regarding our clinicians, such as proof of licensure or clearances, as needed.

Describe your method of delivery for proposed teletherapy services (e.g., secure video connection, web portal, online chat, two-way live video, other).

OVERVIEW OF DELIVERY OF PROPOSED TELETHERAPY SERVICES:

operational excellence, scalability, and flexibility. This browser-based platform provides a secure, live video connection between clinicians and students for therapy sessions or remote assessments. In addition, it offers high-fidelity, live telehealth sessions with crisp, clear video and sound while putting significantly less demand on the school's network bandwidth. Moreover, our platform supports multiple cameras, enabling clinicians to view students from various angles during each session and enhancing progress monitoring, such as for occupational therapy services or assessment services. Our proprietary teletherapy platform also puts thousands of digital resources at clinicians' fingertips, allowing them to spend less time preparing and more time delivering customized services to their students. This includes access to activities, resources, assessments from top publishers, case

The Presence platform is HIPAA- and FERPA-compliant, featuring 99.99% uptime, delivering

The assigned school staff at participating entities with access to our Administrative Dashboard will also be able to chat directly with the Presence clinicians or our Customer Service and Technical Support representatives through our platform. Presence clinicians will also be available to attend meetings, consult with school staff, or be contacted through other open communication channels set up between the clinician and the district, such as by phone or email.

management tools, therapy notes, student records, and more, all in one convenient location.

ASSESSMENT PROCESS:

Presence's network of qualified, state-licensed clinicians can provide comprehensive, live, remote assessments in English. Additionally, some Presence clinicians are able to provide these services in Spanish. Having assessments completed by Presence enables schools to complete timely initial and re-evaluations.

Presence evaluators start by joining the assessment planning meeting with the school team to assist in determining the appropriate plan. Students are tested individually in a confidential environment, monitored by a school's onsite facilitator. All clinical duties are performed by the remote clinician, who also directs the school's onsite facilitator for the completion of non-clinical tasks. The assessments are licensed from publishers and Presence collaborates with the publishers to digitize the test stimulus books, which enables Presence to embed the test stimulus books into the platform. Students view the stimuli on the computer screen and respond as they would in person.

Using a document camera (as applicable), the clinician can observe students as they complete answers in Response Booklets, which protects the integrity of the evaluation. Our platform allows for a digital screenshot of the student's responses. Once the assessment is complete, the clinician scores the responses, writes a report, and shares the results with the school or at an IEP meeting.

Bid Number: RFP #072225

Describe how your organization maintains security of patient data and alignment to applicable legal, regulatory, or professional requirements, if any.

Presence uses a web-based, HIPAA- and FERPA-compliant platform to conduct remote therapy sessions. Student records are securely stored in AWS cloud services. Access to each student's data is restricted to authorized school personnel at the student's school and to those within Presence who need access to the data in order to provide services to the student, each of whom has undergone the above described privacy, data security and FERPA compliance training. Student data is never shared, sold, or distributed to a third party.

The clinician providing services controls who may enter the therapy room. At the scheduled therapy time, the student enters a digital waiting room and is then permitted to enter the therapy room. If a school official or parent desires to enter the therapy room, the clinician is notified via the platform and may accept or reject that person's request to enter the therapy room. For additional information, please see our website at: https://presence.com/about/ferpa/

Additionally, we operate in compliance with the Children's Online Privacy Protection Act ("COPPA") when collecting, using, or disclosing the personal information of children under 13 (or older if required by state law) in an educational context. We collect and process personal information from or about children only as provided by the school district or other educational agency (the "School Customer") with which we have a contract. The School Customer is solely responsible for obtaining any required parental consent under COPPA or other applicable laws for students who use our services.

Under the "school official" exception in COPPA and similar laws, a school may consent on behalf of parents or guardians for the online collection of personal information from students under its jurisdiction, where the information is used solely for the benefit of the students and the school system. In this capacity, we act as a service provider to the School Customer, collecting and processing data only as directed by the School Customer for authorized educational purposes.

The personal information we collect may include, but is not limited to:

- Child's first and last name
- Date of birth
- Parent or guardian's full name
- Parent or guardian's email address
- Parent or guardian's contact information
- Child's gender
- Child's primary language
- Child's Individualized Education Program (IEP) details
- Child's disability or behavioral information

49 Please describe where and how all user data, including personally identifiable information (PII) and protected health information (PHI), is stored.

Presence considers student data confidential and uses it solely to provide our customers with services. All personally identifiable student data is securely stored, processed, and maintained. Presence implements various measures to safeguard Personally Identifiable Information (PII) from unauthorized access, use, or disclosure. These measures include privacy, data security, and FERPA compliance training for all our clinicians, employees, and independent contractors. Our privacy policy can be found by visiting https://presence.com/about/privacy-policy/, and our FERPA Compliance and Student Data Privacy Policy is available by visiting https://presence.com/about/ferpa/

The web-based platform is hosted in Amazon Web Services (AWS). All data is stored in Amazon AWS at the US-West-2 data center in Oregon and backed up in their data centers in Virginia and Ohio. AWS provides industry-leading security and compliance certifications, including SOC 2, FedRAMP, and HIPAA eligibility. This multi-region approach ensures high availability and disaster recovery capabilities through geographic redundancy, with data replication occurring in real-time to maintain service continuity.

Presence is currently working with Drata to obtain formal security certifications. While Presence is in the process of completing these certifications, our infrastructure benefits from AWS's robust security framework. AWS holds numerous industry-recognized certifications, including CSA Star, SOC 1/2/3, ISO 27001, FedRAMP, and HIPAA eligibility. Presence follows security best practices, including vulnerability scanning, encryption of data in transit and at rest, comprehensive access controls, and security awareness training for all staff. Presence maintains a formal security program aligned with NIST Cybersecurity Framework principles and Presence working toward SOC 2 Type II certification, which is expected to be completed within the next reporting cycle, unless otherwise specified upon request.

50	Describe licensures, degrees,
	and/or certifications your
	teletherapy professionals maintain.

Presence ensures that participating entities are matched with highly qualified clinicians whose credentials meet the school-specific requirements. Our credentialing process reflects a strong commitment to clinical excellence and compliance across our service lines.

- 1. Matches: We match each participating entity with providers based on their specific needs, ensuring the best fit in both qualifications and experience.
- 2. Education: All clinicians hold a degree in their respective discipline from an accredited institution; for example, speech-language pathologists possess a master's degree or higher in speech-language pathology or communication disorders.
- 3. Licensure and Certifications: Clinicians maintain all required state licenses to deliver services and commonly hold national certifications such as the Certificate of Clinical Competence (CCC-SLP) from ASHA, Occupational Therapist Registered (OTR) from NBCOT, and Nationally Certified School Psychologist (NCSP).
- 4. Clinical Network Experience: Our clinical network includes highly experienced professionals, with average tenures of 16 years for speech-language pathologists, 13 years for school psychologists, and 16 years for social workers.
- 5. Other Considerations: We follow industry best practices for verifying provider qualifications and ensure alignment with each participating school's credentialing standards in addition to state-mandated requirements.
- 6. Professional Development and Support: All our clinicians can access professional development via live, weekly remote office hours covering various topics. Service providers can attend as many sessions as possible, and if they cannot participate in live sessions, they can review recordings online at their convenience. We also offer a private social network for our team members to exchange best practices, techniques, and advice. This vibrant remote community is a valuable knowledge exchange resource for new and more experienced providers.

Bid Number: RFP #072225

51	Describe how you ensure service quality and continuity in cases of connectivity issues or technology failures.	For day-to-day activities, Presence provides a multi-tiered support structure for platform users. During therapy sessions, students and educators can direct immediate questions to the assigned clinician, who is trained to provide real-time guidance. For administrative questions, school administrators have access to dedicated support through multiple channels, including email and the in-platform chat feature. Additionally, each district is assigned a Customer Success Manager who serves as the primary point of contacts for escalations, implementation concerns, and service coordination. The platform also offers contextual help documentation and video tutorials within the user interface. For technical issues requiring IT support, Presence maintains a specialized technical support team that can coordinate directly with district IT personnel when needed. This comprehensive approach ensures the timely resolution of both clinical and technical questions at all user levels.
		Presence is committed to delivering consistent, high-quality teletherapy services, even in the event of connectivity issues or technology disruptions. We have proactive systems, responsive teams, and structured procedures in place to ensure service continuity for participating school entities. - Our Products team continuously enhances the platform's stability. - Our Customer Service team provides technical support through in-platform chat, phone, and email (asksupport@presence.com), available from 8:00 a.m. to 8:00 p.m. ET. - Participating school entities work closely with our implementation team and their onsite IT staff to ensure proper setup, run tech checks, and prepare all service locations for success. - Clinicians and school staff can use our platform's live chat for rapid resolution of technical issues, supported by our high-rated customer satisfaction scores. For technical issues, the support team can initiate screen-sharing sessions to troubleshoot complex problems. Presence maintains a ticketing system that prioritizes issues based on severity. Critical issues receive expedited handling with escalation paths to senior technical staff when needed. - Regular system status updates are also provided through a dedicated status page that
		displays real-time platform performance information. To proactively manage service quality, we employ a robust monitoring and resolution framework supported by experienced Presence team members. a) Monitoring and Identification: Our internal "provider health" system tracks ongoing clinician performance and is reviewed by Customer Success and Clinical Success Managers in alignment with participating school entities' expectations. b) Communication and Mediations: Assigned Customer Success Managers serve as the primary point of contact for concerns, initiating issue resolution promptly and engaging cross-
		functional support as needed. c) Responsiveness and Live Feedback: We maintain a strong feedback loop and open-door policy, with designated support teams remaining engaged throughout the contract to promote transparency and rapid response to any issues d) Performance Monitoring and Compliance: In cases of performance concerns, Clinical Success Managers collaborate with Customer Success Managers and school staff to either
		e) Service Continuity: Efforts toward maintaining services are reinforced by internal policies for planned and unplanned absences, including required notice periods issued by clinicians and/or the district, time-off procedures, and strategies for rescheduling or arranging make-up sessions. We partner closely with participating school entities to realign schedules and address any missed sessions or concerns, maintaining full visibility into impacted students and service locations.
		d) Ongoing Refinement: Continuous improvement drives our service model, with regular evaluations, data monitoring, and collaborative innovation to ensure an exceptional experience for both school customers and clinicians.
52	What accessibility features are included to accommodate users with disabilities (e.g., closed captioning, screen readers, adaptive interfaces)?	While our platform is not currently built with integrated closed captioning, screen readers, or adaptive interfaces, it is a browser-based platform that utilizes the devices connected to the student's computer, such as compatible accessibility devices, to foster engagement within our platform. Presence will connect with each participating entity to determine student needs and referrals to offer the best recommendations for successful service delivery through our platform.
53	Do you offer multilingual support to cater to diverse populations? If so, please explain.	Presence is equipped to provide multilingual support to meet the needs of diverse student populations, with a strong history of services available for Spanish-speaking students. Our network includes qualified bilingual providers and our platform enables the delivery of remote assessments in Spanish to support access to high-quality services. Additionally, we may discuss the availability of other multilingual providers on a case-by-case basis with each participating entity, such as those with needs and specialties for deaf/hard of hearing, including alternative and augmentative communication and American Sign Language.

54	If applicable, how does your solution leverage AI to enhance your behavioral health platform and service delivery?	For student users, AI is not integrated into students' platform experience. All special education-related services, therapies, assessments, and counseling are conducted entirely by human clinicians without automated or AI-driven components affecting the student experience. Presence maintains a technology roadmap that evaluates emerging technologies, including AI, but any future implementations that would affect the student experience would be developed with privacy and educational considerations and would be clearly communicated to clients prior to implementation if such technologies affect the student user. Where AI is used for limited administrative functions (such as screening clinician profile images), these AI systems operate in isolated environments with strict access controls. At this time, AI is not integrated into the student-facing aspects of the platform. Prences's service delivery model relies exclusively on human clinicians providing direct services through our secure teletherapy platform. The limited AI functionalities do not process or have access to student data, educational records, or clinical documentation.
55	What licenses do you have and for which states?	Our company may serve schools across the United States, with current services spanning across 47 states.
56	Describe your Al capabilities and related security measures.	Presence uses limited AI functionality for specific administrative (such as screening clinician profile images). However, AI is not integrated into the student-facing aspects of the platform. Presence does not employ artificial intelligence technologies for data management, analysis, or adjustment within our systems. All student data processing and management is performed through conventional computing methods and human review processes. Presence's data management protocols rely on established database technologies, standard encryption methods, and human-supervised data governance practices. Clinical documentation, student progress tracking, and administrative reporting are all managed through traditional software functions without AI-driven components. Presence maintains transparency about our technology stack and would notify clients of any significant changes to our data processing methodologies prior to implementation.
		Where AI is used for limited administrative functions (such as screening clinician profile images), these systems operate in isolated environments with strict access controls. The AI tools used for these specific purposes do not interact with or have access to student data. Presence's service delivery model relies exclusively on human clinicians providing direct services through a secure teletherapy platform interface. Should AI capabilities be added in the future, Presence will provide detailed information about data segregation, privacy controls, and implementation specifications prior to deployment.

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.		C Yes No	Presence is not a WMBE, SBE, veteran-owned business, HUB partner, or related businesses. Diversity is at the heart of our workforce. As of the date of this letter, approximately 74% of our full-time employees identify as female, and 35% represent diverse backgrounds. In addition, approximately 90% of our clinicians identify as female. This composition reflects our dedication to creating an inclusive workplace that mirrors the communities we serve. Our hiring practices prioritize equity and opportunity, ensuring that individuals from varied backgrounds contribute to our company's success.
58		Minority Business Enterprise (MBE)	○ Yes No	Presence is not an MBE.
59		Women Business Enterprise (WBE)	∩ Yes	Presence is not a WBE.
60		Disabled-Owned Business Enterprise (DOBE)	○ Yes ○ No	Presence is not a DOBE.
61		Veteran-Owned Business Enterprise (VBE)	○ Yes ⓒ No	Presence is not a VBE.
62		Service-Disabled Veteran-Owned Business (SDVOB)	C Yes © No	Presence is not an SDVOB.
63		Small Business Enterprise (SBE)	C Yes No	Presence is not an SBE.
64		Small Disadvantaged Business (SDB)	C Yes No	Presence is not an SDB.
65		Women-Owned Small Business (WOSB)	C Yes ⓒ No	Presence is not a WOSB.

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

Provide detailed pricing information in the questions that follow below.

Li	ne	Question	Response *	
Ite	m	Question	Response	

J		
66	Describe your payment terms and accepted payment methods.	Presence provides monthly billing in arrears. This means that services rendered within a given calendar month will be invoiced at the outset of the subsequent month. Participating entities will receive two monthly billing files, including a summary invoice and a detailed summary, ensuring clarity and transparency in the services provided. Moreover, we understand the importance of timely invoice submissions, with invoices issued regularly at the beginning of each calendar month to avoid delays in payment processing. We will request all necessary billing and documentation to ensure accurate invoices are processed with participating entities before performing services. Additionally, the participating entities should provide a state tax exemption certificate to document in Presence's records for their invoicing procedure.
		Our team will aim to deliver invoices regularly sent by the 7th working day of the month for participating entities, unless otherwise specified by our accounts receivable team and finance department per entity. If there are any discrepancies or errors, participating entities shall immediately contact Presence within 20 days from the date of the invoice to submit any disputes or corrections for a timely resolution. We will work with our accounts receivable team to investigate, confirm, and rectify any inaccuracies and resubmit the corrected invoices for prompt payment upon resolution. We can elaborate further on our invoicing procedure upon request or award to verify accommodations with the district as needed.
		Presence shall follow Net 30 payment terms, with fees due and payable within 30 calendar days from the date of invoice, unless specified otherwise in any applicable schedule or service order per participating entity. Acceptable payment methods include Automated Clearing House (ACH) payments or checks between Presence and the participating entity. Presence may complete applicable vendor forms per entity to provide information regarding our financial institution, bank routing, and account numbers, and W-9 to the entity's systems to authorize payments.
67	Describe any leasing or financing options available for use by educational or governmental entities.	N/A. *
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.	The standard transaction documents that we propose include the Sourcewell Master Agreement and our requested Addendum to the Sourcewell Master Agreement, which includes the terms to be added for Sourcewell and its participating entities. Additionally, depending on the services delivered in connection with the participating entity, we have uploaded samples of the following common transaction documents: 1. Service Order 2. Platform License Schedule 3. Smart Start Onsite Implementation Schedule 4. Equipment Purchase Schedule
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. Presence currently does not accept P-card procurement or credit cards as a payment method.
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.	Presence offers several services and pricing models when requesting services from our company, offering a variety of options for K-12 participating entities to choose one or more services and models that align with their needs. Our team will collaborate to recommend the best options and develop detailed quotes that outline the service order, including rates, costs, commitments, and fees. We uploaded our Pricing in an Excel Spreadsheet with separate identifiable tabs that describe the rates and fees associated with our proposed services. We may provide the pricing in alternative formats (e.g., PDF) upon request. We outlined further details regarding our pricing as part of this RFP response.
		1. WEEKLY DEDICATED SERVICE PRICING MODEL: Presence's weekly dedicated service pricing model offers partners a dependable framework, ensuring consistent therapy services and progress toward yearly compliance and IEP goals. Under this model, partners are provided with committed clinicians who provide direct and indirect clinical services, including initial and triennial evaluations, as required. Our collaborative approach involves ongoing review sessions between Presence and school personnel to fine-tune weekly dedicated hours, adapting to evolving needs throughout the academic year. From a mutually agreed-upon start date until the conclusion of the service order term, partners are billed for a specific number of hours per week (at least 10 hours across disciplines), during which

Presence ensures clinicians are available to deliver clinical services. Our weekly dedicated model offers flexibility, allowing adjustments to weekly dedicated hours every 60 days with written notice to accommodate district or school changes. This ensures our partnership remains agile and responsive to evolving needs, facilitating optimal support for students and district staff. The pricing materials uploaded outline the Weekly Dedicated Hourly Pricing for:

- Weekly Dedicated Speech-Language Pathology (SLP) Services*
- Weekly Dedicated Bilingual Speech-Language Pathology (SLP) Services*
- Weekly Dedicated Occupational Therapy (OT)*
- Weekly Dedicated Bilingual Occupational Therapy (OT) Services*
- Weekly Dedicated Behavioral and Mental Health Services*
- Weekly Dedicated Bilingual Behavioral and Mental Health Services*
- Weekly Dedicated School Psychologist*
- Weekly Dedicated Bilingual School Psychologist*

*The Weekly Dedicated Hourly Pricing does not include the separate fees for Program Implementation, Service Coordination, and Smart Start (as applicable).

2. FLAT RATE ASSESSMENT SERVICE PRICING MODEL:

Presence's flat-rate assessment model offers a transparent and predictable pricing structure for assessments and related services, providing partners with simplicity and clarity on the price per service. With this approach, partners are charged an alternative flat rate for each service conducted, regardless of the complexity or duration of the assessment process. The fee per service reduces the need for partners to decipher intricate pricing models or incur unexpected costs associated with extended sessions. These rates can streamline budgeting and financial planning, specifically tailored to the participating entities' assessment and related service needs, allowing partners to allocate resources efficiently while ensuring equitable access to assessment or related services for all students. The pricing materials uploaded outline the Flat Rate Assessment Pricing for:

- Psychoeducational Assessment Flat Rate**
- Bilingual Psychoeducational Assessment Flat Rate**
- Review of Existing Data Evaluation Bundle**
- Bilingual Review of Existing Data Evaluation Bundle**
- Speech-Language Pathology (SLP) Assessment Flat Rate**
- Bilingual Speech-Language Pathology (SLP) Assessment Flat Rate**
- Occupational Therapy (OT) Assessment Flat Rate**
- **The Flat Rate Assessment Pricing does not include the separate fees for Program Implementation and Smart Start (as applicable). The Service Order will also outline any minimum commitment and fee details per assessment services.

If participating entities (schools, districts, etc.) cancels a session with less than 24 hours' advance notice, or if a session does not occur due to a student's absence, or if a student does not attend the session, the applicable Unplanned Student Absence (or "Unexcused Absence") rate shall apply to ensure that our clinicians are appropriately compensated for their reserved time and commitment per assessment (e.g., per psychoeducational assessment and/or SLP, OT assessments).

3. KANGA ANNUAL PLATFORM LICENSES:

We offer annual license options to participating entities with service providers interested in using our platform, such as Speech-Language Pathologists, Occupational Therapists, Mental Health Professionals, School Psychologists, or Support Staff. Pricing and features vary per platform license (discounts available for multiple license purchases), including:

- Kanga Premier: includes unlimited access to therapy room, activities, and games; defensible documentation; case management; organizational and documentation tools and features; administrator dashboard that enables one administrator to track usage of the account.
- Kanga Premiere Academic Achievement (AA): includes access to academic achievement assessments only; an administrator dashboard that enables one administrator to track usage of the account.
- Kanga Pro: includes all the benefits of the Kanga Premier, plus the ability for each authorized user to administer up to 50 components/batteries of assessments per year; the selection of

available assessments will be based on the administering clinician's discipline.

- Kanga – Elite: includes all the benefits of the Kanga Premier, plus each clinician will have unlimited access to all assessments within the clinician's discipline, including, as applicable, all speech, cognitive ability, and academic assessments.

The Platform License Schedule shall be incorporated and made part of the Agreement when Kanga Platform Licenses are purchased.

4. EXTENDED TELETHERAPY SERVICES - PRESENCE TELETHERAPY FACILITATORS:

Participating entities may choose to receive additional onsite support, ensuring students have an optimal teletherapy experience. Our Extended Teletherapy brings a trained teletherapy facilitator to your school to assist with speech-language, occupational, and mental health therapy sessions. Through this model, the costs for Presence Teletherapy Facilitators will be calculated based on the dedicated therapy hours and listed as a separate line on the service order when a participating entity requests services. The uploaded pricing materials include details regarding Presence Teletherapy Facilitators. Each participating entity must communicate with a Presence representative to discuss this all-in-one product solution with our Weekly Dedicated Hourly Services.

5. OTHER COST DETAILS AND FEES:

The uploaded pricing details include additional details and tabs regarding the following fees.

Program Implementation Fee Details: For Weekly Dedicated Hourly Services and/or Flat Rate Assessments, our one-time, annual program implementation fee starts at 7% and allows Presence to launch services quickly and accurately at the beginning of the service order year based on the size and complexity of the programs, including the number of sites involved per participating entity. Program implementation covers several areas that are critical to ensure a successful start:

- Coordinates onsionsiteff: Establish a point of contact and training staff
- Intake student referrals: Process student referrals, caseload details, and scheduling requirements
- Match clinicians: Match and schedule referrals with clinicians
- Align processes: Create an organizational handbook and district-specific procedures

Service Coordination Fee Details: For Weekly Dedicated Hourly Services, our monthly service coordination starts at 3.5% and covers invaluable support throughout the year to manage the program to maximum efficiency, such as addressing daily needs and accommodating changes efficiently.

- Clinical quality oversight: Advise on optimizing service hours, address any concerns, and ensure services meet expectations throughout the year
- Ongoing intake: Match new student referrals to clinicians based on schedule availability
- Service adjustments: Review service coverage and adjust accordingly as student needs evolve
- Support change: Manage service disruptions to ensure consistent services as needs evolve throughout the year

Smart Start: As part of our standard service lines, including Weekly Dedicated Hourly Services and/or Flat Rate Assessments, Smart Start is an on-site implementation service to ensure site-level readiness for teletherapy. We take the burden off the customer to follow through on physical setup and on-site staff training on a site-by-site basis. Smart Start improves the overall quality of teletherapy by setting up schools with the best practices from the start. Smart Start is an in-person service. It complements our Program Implementation fee, which covers virtual-only onboarding. Program Implementation focuses on provider matching, referral intake and processing, aligning processes (e.g. org handbook), and other behind-the-scenes prep work involved in getting services started. Smart Start is in-person and focuses on ensuring each physical site within a district is ready for teletherapy - physical space and equipment setup; on-site/in-

		person PSP training; and in-person admin orientation to the platform. The Smart Start fee is a one-time fee, billed upon signing the contract/service order. The actual amount of the fee varies depending on the number of sites to set up. Key benefits of Smart Start for participating entities include: - Improves the student experience through implementation of teletherapy best practices - Reduces the administrative burden of site-level logistics and training - Ensures your spaces and equipment are ready for a smooth on-time start, especially during the busy start of the year - Increases the confidence of school staff The Smart Start Onsite Implementation Schedule shall be incorporated and made part of the Agreement when Smart Start is utilized.	
71	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Our pricing materials reflect extensive market research to ensure participating entities benefit from competitive rates tied to comprehensive service solutions and investments in the technology catered to their needs. Potential pricing discounts will be considered and calculated individually for each participating entity. Our team is committed discuss pricing with each participating entity and may negotiate terms that align our services with their goals and expectations.	*
72	Describe any quantity or volume discounts or rebate programs that you offer.	Our company may negotiate volume discounts with participating entities based on the size ands cope of services or the number of annual platform licenses to be purchased, allowing for greater flexibility to align with budgetary needs. Rather than offering a fixed discount scale, we tailor pricing considerations to each partnership to support the most cost-effective and mutually beneficial solution.	*
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.	N/A.	*

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 predelivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	There are no freight, delivery, or shipping costs when services are delivered through Presence's platform. Additionally, the Presence platform is browser-based, with no proprietary equipment needed. For equipment purchases only (if needed): If the participating school or district purchase equipment from our company following an Equipment Purchase Schedule to be made part of the Agreement between our company and the school to purchase Test Kits, OT Kits and materials. Such costs are more often avoidable when students use the available manipulatives and equipment readily available and provided by the participating entity at each K-12 school site ("District"). If the District has a need to purchase kits from our company, the costs of and terms to purchase such materials, such as: - WISV-V / WAIS-IV test kits: Each Test Kit comes with one (1) set of Block Design Blocks and one (1) Block Design Stimulus Book for use in connection with the WISC-V and/or WAIS-IV assessments. Prices of the Test Kits will be reflected in the Service Order entered into at the time the Test Kits are to be purchased include: Block Design Only Stimulus Book at \$11.00 per unit and Block Design Blocks at \$46.00 per unit. - Occupational Therapy (OT) Kits: The District may purchase Occupational Therapy Kits (each, an "OT Kit") for a fee of \$85.00 per OT Kit. Each OT Kit includes materials that may be utilized in occupational therapy sessions. Inspection of Goods. The District has the right to examine the Equipment upon receipt and has 3 days in which to notify Contractor of any claim for damages based on the condition of the Equipment. Such notice must specify in detail the particulars of the claim. Failure to provide such notice within the requisite time period constitutes irrevocable acceptance of the equipment. Defective Equipment must be returned to Contractor in accordance with accepted trade practices.	*
		Delay or Failure to Perform. Contractor will not be liable to the District for any delay, non-delivery or default due to labor disputes, transportation shortage, Acts of God, or any other causes outside of Contractor's control. Contractor shall notify the District immediately upon realization that it will not be able to deliver the Equipment as promised.	
	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	There are no freight, delivery, or shipping costs when services are delivered through Presence's proprietary platform. For equipment purchases only (if needed): The Equipment Purchase Schedule, should the participating K-12 ("District") entity purchase test kits or materials from our company, describes Fees; Payment: The District agrees to pay for the Equipment according to the terms set forth in the applicable Service Order. The District is responsible for all taxes and shipping, which fees may vary based on shipment destination.	*
76	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	There are no freight, delivery, or shipping costs when services are delivered through Presence's proprietary platform. For equipment purchases only (if needed): Shipping Costs may differ for equipment or test kits sent to Alaska, Hawaii, or any offshore delivery. Our company currently does not serve Canada.	*

77	Describe any unique distribution and/or delivery methods or	Presence's services are not distributed or delivered by any other	
	options offered in your proposal.	entity. For equipment purchases only: The Equipment Purchase Schedule describes the following details on delivery of equipment or test kits purchased: 1. Delivery and Delivery Address. Contractor will ship Equipment to the addresses provided by the District. The District is solely responsible for providing the correct shipping address for each addressee that is to receive the Equipment. If the District provides an incorrect address, then the District will purchase replacement Equipment that will be delivered to the correct address. If Equipment is misdelivered due to Contractor's error, Contractor will promptly ship replacement Equipment to the correct address at no cost to the District. 2. FOB. Contractor shall ship and deliver the Equipment FOB destination, and the title to and risk of loss of the Equipment will pass to the District upon delivery.	*
		Delivery Dates. All delivery dates are approximate. Contractor shall not be liable for any losses, damage, penalties or expenses for failure to meet any expected delivery date. Received and Accepted. Equipment is deemed received and accepted upon delivery to the address provided by District.	
78	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	accepted upon delivery to the address provided by District. To ensure compliance with our proposed agreement with Sourcewell, Presence employs a structured self-audit process supported by both our Finance department and our Salesforce Customer Relationship Management (CRM) system. Salesforce tracks Sourcewell-related sales activity, including participating entity details, pricing, and sales volume. Our Finance team maintains audit controls to verify that pricing aligns with the Sourcewell contract and that administrative fees are remitted accurately and on time, unless otherwise agreed upon.	*
		Each participating entity is first connected with a School Partnership Director to assess needs and define the scope of services. A Service Order is then developed as a rider to the Sourcewell contract, outlining specific pricing and services for that entity. Customers are also assigned a Customer Success Manager who conducts ongoing check-ins, ensures continued alignment with district goals, and monitors satisfaction. This layered approach ensures transparency, proper pricing, and long-term contract compliance.	
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.	Our company tracks a variety of internal metrics to measure success in both implementation and ongoing service delivery across all our customers, including those participating in Sourcewell's contract. These metrics span administrative visibility, service access, provider performance, and customer satisfaction. Examples of tracking success with the Sourcewell agreement include count of participating entities and sales volume, renewal rates per customer year-over-year, and partner satisfaction feedback.	
		On a customer level, examples of internal metrics include, but are not limited to: 1. Internal Progress Reporting: Presence evaluates service access, experience, and effectiveness through stakeholder feedback and data obtained through the Vendor's platform. Below are summarized adaptations of quality assurance domains from the National Quality Forum ("NQF"), which are used to guide management, fidelity, and clinical quality of services provided through the Vendor. - Access: Services delivered, referrals in process, and completed; Time to service metrics; IEP minutes required and delivered; IEP Service timelines achieved; Student attendance data - Experience: Net Promoter Scores; Program implementation and service coordination feedback; Completion of Site Visits for observations, Presence Way standards for space and equipment, and in-service clinical quality improvements - Effectiveness:	
		Presence Platform system capabilities and evidence-based resources; Presence Provider feedback on student engagement, progress, and outcomes; Diagnostic tools usage; Presence Provider Health ratings	

		2. Tracking Service Levels: The Presence team generates internal reports that compare hours worked versus assigned on a weekly basis and monitors the conversion of referrals to active service delivery. This tracking enables the Vendor to maintain the right level of support by assessing and adjusting service capacity as required. 3. Tracking Hours Worked. Our team reviews reports comparing assigned hours to hours billed, detailing direct and indirect time as well as any absences. We also monitor documentation requirements for direct and indirect time to promote accuracy and compliance 4. Evaluation Compliance KPIs: - Evaluation Timeline Compliance: Evaluations submission date in alignment with due date; - Evaluation Stage and Components: Tracks progression to completion with reporting available on progress towards evaluation completion. May include progression data and tracking of evaluation components and specific standardized assessments, rating scales, and non-standardized tools utilized in comprehensive evaluations. 5. General KPIs, Across Service Lines: - Standard schedule confirmation for adherence between the provider and site-specific needs; - Weekly Timesheet submission rates by clinician, as applicable; - Provider Escalation Cases - Internal escalation path to track issues related to provider health, compliance, communication, quality; - Customer Net Promoter Scores and school partner satisfaction metrics	*
		Additionally, participating entities and designated staff will have access to our Administrative Dashboard, which provides seamless access to real-time data integrated into our proprietary platform. This dynamic dashboard streamlines communications, organization, and presentation, offering a user-friendly interface for effortless navigation. CPS's assigned faculty will determine the number of accounts and access level (school, region, district, etc.). The dashboard also consolidates all necessary reports into one centralized location, ensuring efficiency and convenience for participating entities to equally oversee the delivery of Presence's services, such as: - At-a-Glance Scheduling Overview: Provides a comprehensive view of all sessions, IEP and assessment status, and services received to facilitate easy tracking for the CPS's designated team - Attendance Trend Analysis: Enables CPS to monitor attendance trends, facilitating the identification and resolving underlying concerns - Student Reports: Offers readily accessible student reports encompassing goal progress, providers' SOAP notes, attendance records, and more - Summary Of Service Locations: Presents an overview of all locations within the district where services are provided, including student enrollment, due dates, upcoming events, and tech check status - Detailed Issue Identification: Provides in-depth reports to proactively identify student concerns before they escalate, enabling timely intervention and resolution	
80	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell 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.	Presence proposes a 1.5% Administrative Fee payable to Sourcewell for completed transactions utilizing this Master Agreement within the applicable reporting periods. If recommended a contract, our company will discuss and finalize the Administrative Fee for the contract with Sourcewell to ensure future compliance.	*

Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
81	The pricing offered is consistent with standard market pricing typically offered to individual municipalities, universities, or school districts.	Each year, Presence conducts a comprehensive market and pricing study to ensure our offerings remain competitive, relevant, and responsive to the evolving needs of school districts. This process allows us to analyze industry trends, assess competitor pricing, and gather feedback from partners and providers. The insights gained inform strategic decisions around pricing adjustments, new program development, and service enhancements. The ultimate goal is to strengthen our competitive advantage by delivering highvalue, flexible solutions with the right balance of cost, quality, and support to help schools succeed.

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.	Presence's primary service solutions fall into two overarching categories: 1. TELETHERAPY SERVICES: Covers solutions to empower all who serve children with diverse needs, where we partner with schools to augment their teams with our licensed clinicians and provide services to students through our therapy platform. This category covers our services, including speech-language therapy, occupational therapy, psychoeducational evaluations, and mental health counseling and behavioral services. Services are provided to participating schools through Presence's secured browser-based teletherapy platform. Presence may also support providing Presence Teletherapy Facilitators as part of our Extended Therapy service programs.
		a) Speech-Language Therapy Services and Assessments: Presence's Speech-Language pathologists (SLPs) provide related services to eligible students through the Presence platform by performing therapy, screenings, evaluations/assessments, consultations, attending IEP meetings, report writing, and providing services related to their field. We offer a comprehensive range of speech-language services to meet the diverse needs of students. This includes support for: - Speech Sound Disorders, whether functional, motor-based, neurological, or structural in nature; - Spoken Language Disorders, covering both receptive and expressive language challenges; - Written Language Disorders, with support in reading fluency, comprehension, spelling, and written expression; - Social Communication Disorders, especially those impacting social interaction, pragmatics, or language processing; - Fluency Disorders, including both stuttering and cluttering. - Voice Disorders, where we support students with issues that affect their vocal quality in educational settings. - Comprehensive evaluations, including specialty services like bilingual (Spanish) assessments and evaluations for students using AACe devices
		b). Occupational Therapy Services and Assessments: Presence's Occupational Therapists (OTs) provide related services to eligible students through the Presence Platform by performing therapy, screenings, evaluations/assessments, consultations, attending IEP meetings, report writing, and providing services related to their field. We offer a comprehensive range of speech-language services to meet the diverse needs of students. This includes support for: - Sensory regulation; - Gross and fine motor skills; - Visual motor and visual perception;

- Self-care;
- Occupational evaluations, including a mix of standardized tools, rating scales, and informal assessments
- c) Psychoeducational Evaluation Services: Presence's School Psychologists help meet the rising student needs by providing timely and comprehensive evaluations through the Presence platform to determine IDEA categorical eligibility and empower educational decision-making. Presence partners with premier assessment tools, including being an exclusive partner for remote administration for the Woodcock-Johnson® V for the 2025-2026 school year. Common areas evaluated include cognitive abilities, processing measures, adaptive behavior, executive functioning, academic achievement, and other factors that impact the student's overall development.
- d) Mental Health Counseling and Behavioral Services: Presence's Mental Health Professionals (MHPs), such as licensed School Psychologists, Licensed Clinical Social Workers, and Licensed Professional Counselors, aim to promote and strengthen healthy habits for students. Presence's offers comprehensive programs that can also help establish a Multi-Tiered System of Supports for the school, with specialized services for Tier II and Tier III counseling for anxiety, coping skills, social skills, emotional management, and more. Through our partnership with Move This World, schools may access ready-to-use resources for all students or professional development and wellness resources for staff. Our team will also discuss existing programs in place at each school to best augment our services in support of the school's desired goals.
- e) General Provider Responsibilities and Professional Standards: Presence's clinicians shall perform services in compliance with their professional guidelines and applicable federal, state, and local laws and regulations governing the practice of services in school settings. They also adhere to the district's policies and procedures, including ethical standards in their respective disciplines. Providers will deliver their assigned scope of work for the participating school, including but not limited to:
- Maintaining state licenses and best practices
- Student screening, observation, identification, and evaluation
- Development and management of Response to Intervention (RTI) programs
- Case management and contribution to writing and updating of IEPs and 504 plans
- Full evaluations or re-evaluations utilizing standardized assessment tools
- Leading, attending, and/or contributing to meetings
- Individual or group therapy services
- Completing paperwork for IEPs, review of records, and Medicaid billing

2. KANGA THERAPY PLATFORM:

Kanga is Presence's award-winning HIPAA- and FERPA-compliant online therapy platform for clinicians and administrators, designed by clinicians, for clinicians to empower licensed users to reach more students in more ways. Kanga is a technology-enabled software license solution that helps:

- Manage caseloads with ease by viewing all student information, with bulk upload capabilities for faster scheduling and management of student data
- Deliver services through a Therapy Room equipped with an interactive whiteboard, mouse controls, and a queue for organizing session content, giving an ideal place for 1:1 therapy or group therapy
- Centralize student content information by tracking goals and student progress, taking session notes, and managing documentation all in one central location with Student Profiles
- Access interactive content, games, activities, and digital assessments through a curated library from leading publishers and Presence's clinical experts that take services to the next level and help increase student engagement

Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services

The following subcategories and keywords that best describe our products or services include:

- Teletherapy
- Virtual Services
- Educational Support Services
- Special Education-Related Services
- Speech-Language Pathology or Speech-Language Therapy
- Occupational Therapy
- School Psychology
- Psychoeducational Evaluations or Assessments
- Mental Health Services
- Mental Health Counseling
- Mental Health Professionals
- Behavioral Services
- Teletherapy Platform or Online Therapy Platform
- Remote Assessments

Table 7B: 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	C Yes ଜ No	Presence's services are offered to PreK-12 and related agencies or platform licenses for individual clinicians to deliver services to students.	*
85	Psychology, Social work, or Special Education Services	C Yes c No		
86	Behavioral, Emotional, or Mental Health Counseling including but not limited to: video sessions, phone or text sessions, self-guided or self-help programs	C Yes		
87	Crisis support, suicide prevention	∩ Yes ເ No		
88	Assessment or diagnostic services	ெYes No		
89	Category 2: Public Safety Employees, if yes answer 90-93	€ Yes	Presence's services are offered to PreK-12 and related agencies or platform licenses for individual clinicians to deliver services to students.	*
90	Psychology or Social work	∩ Yes ெ No		
91	Behavioral, Emotional, or Mental Health Counseling including but not limited to: video sessions, phone or text sessions, self-guided or self-help programs	C Yes		
92	Crisis support, suicide prevention	∩ Yes ເ No		
93	Assessment or diagnostic services	∩ Yes ெ No		
94	Category 3: K-12 and Higher Education students and Faculty; Speech and Occupational Therapy, if yes answer 95-100	© Yes	Presence offers comprehensive special-education related services to PreK-12 school systems across the United States. Our company currently does not serve students in higher education. Additional information regarding the scope of services was included in the response to Table 7A. We also included datasheets as part of our marketing plan materials that support our marketing plan for related services, including speech-language therapy, occupational therapy, mental health counseling and behavioral services, and psychoeducational evaluations. Additional information regarding our proposed services is available within our marketing plan materials, including datasheets and list of current assessment resources within our Platform.	*

95	Psychology, Social work, or Special Education Services	© Yes ○ No	Presence provides comprehensive special-education related services through Presence's proprietary online platform, including special education-related services performed by school psychologists, social workers, speechlanguage pathologists, occupational therapists, and related professionals. Additional information regarding our proposed services is available within our marketing plan materials, including datasheets and list of current assessment resources within our Platform.
96	Behavioral, Emotional, or Mental Health Counseling including but not limited to: video sessions, phone or text sessions, self-guided or self-help programs	© Yes C No	Presence provides mental health counseling and behavioral/emotional support services, including video therapy sessions and access to available resources. Our company currently does not support phone or text sessions in addition to video sessions, but our clinicians offer consultations and written recommendations in collaboration with school staff, tailored to each student. Moreover, we partner with various agencies and curricula, such as Move This World, to provide a continuum of mental health services and resources. At this time, we currently do not provide self-guided or self-help programs, but Presence clinicians provide a comprehensive approach to addressing anxiety, coping skills, social skills, emotional management, and other related needs to improve adoption of healthy behaviors. Moreover, our Mental Health Professionals provide services as needed to eligible students, including therapy and counseling services, consultations, Functional Behavioral Assessments (FBA), developing Behavior Intervention Plans (BIP), and supporting the school's Multi-Tiered System of Supports (MTSS) for targeted and individualized interventions. Additional information regarding our proposed services is available within our marketing plan materials, including datasheets and list of current assessment resources within our Platform.
97	Crisis support, suicide prevention	C Yes ⓒ No	Our company currently provides crisis support services on a strict case-by-case basis and cannot offer these services to all participating entities at this time. Additional information regarding our proposed services is available within our marketing plan materials, including datasheets and list of current assessment resources within our Platform.

98	Assessment or diagnostic services	© Yes	Our company offers various assessment services through the Presence platform for speech-language pathology, occupational therapy, and psycheducational assessment needs for Pre-K-12 participating entities. Additional information regarding our proposed services is available within our marketing plan materials, including datasheets and list of current assessment resources within our Platform.
99	Speech	r Yes r No	Our company offers speech-language pathology services ranging from therapy to assessments through the Presence platform for Pre-K-12 participating entities. Additional information regarding our proposed services is available within our marketing plan materials, including datasheets and list of current assessment resources within our Platform.
100	Occupational Therapy	© Yes C No	Our company offers occupational therapy services ranging from therapy to assessments through the Presence platform for Pre-K-12 participating entities. Additional information regarding our proposed services is available within our marketing plan materials, including datasheets and list of current assessment resources within our Platform.

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."

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- Pricing Pricing FY26 for RFP 072225.xlsx Tuesday July 22, 2025 15:09:58
- Financial Strength and Stability Financial Strength and Stability.pdf Tuesday July 22, 2025 14:57:34
- Marketing Plan/Samples Marketing Plan Samples.zip Tuesday July 22, 2025 14:57:24
- WMBE/MBE/SBE or Related Certificates (optional)
- Standard Transaction Document Samples Standard Transaction Document Samples.zip Tuesday July 22, 2025 14:55:53
- Requested Exceptions Requested Exceptions.docx Tuesday July 22, 2025 14:55:45
- <u>Upload Additional Document</u> Additional Documents.zip Tuesday July 22, 2025 15:15:41

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. Fletcher Hutson, Chief Revenue Officer, PresenceLearning, 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
Addendum 10 Virtual Behavioral Health Therapy 072225 Mon July 14 2025 04:53 PM	₩.	7
Addendum 9 Virtual Behavioral Health Therapy 072225 Fri July 11 2025 03:02 PM	⋈	4
Addendum 8 Virtual Behavioral Health Therapy 072225 Thu July 10 2025 07:01 AM	⋈	1
Addendum 7 Virtual Behavioral Health Therapy 072225 Tue July 8 2025 08:39 AM	₩	1
Addendum 6 Virtual Behavioral Health Therapy 072225 Mon July 7 2025 09:58 AM	₩	8
Addendum 5 Virtual Behavioral Health Therapy 072225 Thu July 3 2025 10:04 AM	™	4
Addendum 4 Virtual Behavioral Health Therapy 072225 Wed July 2 2025 11:46 AM	™	3
Addendum 3 Virtual Behavioral Health Therapy 072225 Wed July 2 2025 11:45 AM	™	3
Addendum 2 Virtual Behavioral Health Therapy 072225 Wed June 18 2025 11:27 AM	⋉	2
Addendum 1 Virtual Behavioral Health Therapy 072225 Wed June 4 2025 08:22 AM	₩	1

Bid Number: RFP #072225