KEY CONTRACT TERMS

For Master Agreement ARPA Mental Health Services Supporting PreK-12 Students WRESA-09-2023-2024-10

Contract Between:	Wayne RESA and Care Solace, Inc.
Contract Purpose:	Master Agreement for ARPA Mental Health Services Supporting PreK-12 Students for Wayne RESA authorized CoPro+ Members
Contract Number:	WRESA-09-2023-2024-10
RFP Number:	WRESA-09-2023-2024-10
Contractor Name:	Care Solace, Inc.
Contractor Address:	120 Birmingham Drive Cardiff, CA 92007
Contractor Telephone:	(760) 783-5055
Contract Administrator:	Wayne RESA Designee/CoPro+
Contract Period:	Three (3) years with two (2) one-year options
Base Contract Years:	November 15, 2023 – November 14, 2026
Option Years:	November 15, 2026 – November 14, 2027 (Option Year 1) November 15, 2027 – November 14, 2028 (Option Year 2)
Delivery/Shipment:	Refer to Section 1.9
Pricing:	Refer to Section 2.1 and Attachment A
Administrative Fee:	2.0%
Terms & Conditions:	Refer to Section 3.0
F.O.B.:	Destination
Ordering Options:	customersuccess@caresolace.org
Payment Options:	Purchase Order or Direct Voucher
Miscellaneous Information:	THIS AGREEMENT IS EXTENDED TO AUTHORIZED COPRO+ MEMBERS

Signature of Contractor's Duly Authorized Representative

THIS CONTRACT MUST BE SIGNED IN INK BY AN AUTHORIZED REPRESENTATIVE OF THE CONTRACTOR; ANY ALTERATIONS OR ERASURES TO THE OFFER MUST BE INITIALED IN INK BY THE UNDERSIGNED AUTHORIZED REPRESENTATIVE.

The undersigned acknowledges, attests and certifies individually an on behalf of the Contractor that:

(1) He/she is an Authorized Representative of the Contractor, has been authorized by Contractor to make all representations, attestations, and certifications contained in this Contract, if any, issued, and to execute this Contract on behalf of Contractor; (2) Contractor is bound by and will comply with all requirements, specifications, and terms and conditions contained in this Contract (including all listed attachments and Addenda, if any, issued; (3) Contractor will furnish the designated Goods in accordance with the Contract specifications and requirements, and will comply in all respects with the terms of the resulting Contract upon award; and (4) All affirmations contained in the RFP are true and correct.

CONTRACTOR:	WAYNE RESA:
Care Solace, Inc.	
_____	_____
Firm Name	Name/Title
_____	_____
Authorized Representative Signature	Authorized Signature
_____	_____
Print Name/Title	Date
_____	
Date	

SECTION 1.0 – CONTRACT REQUIREMENTS

1.3 Scope of Work

Wayne RESA ("WRESA") Educational Services Department, in partnership with the Michigan Association of Counties ("MAC") CoPro+ Program, has awarded this Master Agreement to allow for the access to services and support aimed at addressing mild to moderate mental health issues among preK-12 students.

This initiative is intended to be accessible to all public schools and districts in Wayne County, extend beyond existing school-based and community support structures, and provide services and supports to address mild to moderate mental health issues that hinder a student's ability to engage in their usual activities and maintain academic progress.

The contractor will work collaboratively with the schools/districts to expand access to preventive and/or therapeutic mental health services. The goal of this contract is for the contractor to help bridge the gap for families and schools in navigating the challenges of acquiring the appropriate mental health support for each student.

This contract establishes the terms and conditions for the services provided by the contractor. The following deliverables, objectives, and requirements shall govern the scope of work, responsibilities, and expectations between WRESA and the contractor, ensuring the efficient and reliable operation of services.

For additional requirements and scope of work detailed responses, see RFP and the awarded proposal response provided as Attachment C.

1.4 Deliverables, Objectives, and Requirements

A. The primary objectives are as follows:

1. Reducing barriers to accessing mental health services.
2. Promoting the development of emotional and social well-being of the community.
3. Collaborating with schools, families, and community resources to create a holistic support system.

B. Please see Contractor's proposal (Attachment C) for a response to the following:

The Contractor will be responsible for delivering a range of mental health services tailored to the needs of preK-12 students, including those with diverse backgrounds, abilities, and needs. These services may include but are not limited to the following:

1. Coordination of care with school staff and external agencies.
2. Weekly video calls with a mental health coach.
3. 24/7 text capability with 24 hour response time.
4. Guided step-by-step resources to support parenting and family mental health.
5. Confidential help.

C. Please see Contractor's proposal (Attachment C) for a response to the following:

The Contractor must demonstrate:

1. Proven experience in delivering effective services aimed at addressing mild to moderate health needs of K-12 students.
2. Proficiency in delivering evidence-based, culturally sensitive, and developmentally appropriate interventions.
3. Effective collaboration capabilities with schools, districts, families, and community organizations.
4. Provision of confidential services and supports in compliance with all applicable regulations including HIPAA and FERPA.
5. Compliance with all relevant licensing, accreditation, and insurance requirements.

1.4.1 Statewide Cooperative Contract

Wayne RESA is working with the Michigan Association of Counties CoPro+ program on this bid solicitation. If your bid meets the minimum qualifications, is responsive and responsible and offers competitive pricing you may be considered and approached to extend a term agreement and pricing to other public entities within the county, the region, and the state, in accordance with Michigan Compiled Laws 124.504. This process is called "piggybacking"; it offers tremendous value to public ordering entities regarding the cost and time to manage an end-to-end purchasing event. This process also offers exceptional value to selected vendors in terms of their company's resources and time to respond to multiple solicitations from various public entities who have a similar need for their products or services.

All pricing submitted to Wayne RESA and its participating entities shall include a **2% administrative** fee to be remitted to CoPro+ by the contractor on a quarterly basis.

Administrative fees will be paid against actual sales volume for each quarter. It is the contractor's responsibility to keep all pricing up to date and on file with Wayne RESA/CoPro+. All price changes shall be presented to Wayne RESA/CoPro+ for acceptance, using the same format as was accepted in the original contract.

1.4.2 Training

Please see Contractor's proposal (Attachment C) for a response to the following:

The Contractor must describe the following:

1. Any on-demand educator support resources.
2. How you will provide orientation, implementation, training, and ongoing technical support for efficient utilization of offered services.
3. On-going customer service.
4. Key differentiators in service offerings, account management, and value-added services proposed by your company.
5. Your approach to meeting the requirements and a description of any services you are proposing to provide as part of your proposal.

1.4.3 Reporting

The Contractor must provide details on the collection and evaluation of data to monitor program effectiveness, including the ability to provide regular usage data reports at county, district, and school levels.

Care Solace provides a monthly impact report including KPIs on total utilization, number of users, total communications, confirmed appointments, type of needs, anonymous searches, Warm Handoff referrals from staff, insurance pathways utilized for services, and the primary community-based mental health services that people are connecting with. Reporting of services provided can be delineated by district, school site, age, gender and ethnicity. Care Solace provides real-time Impact Reporting via an administrative dashboard through secure login access to Care Loop. Administrators and designated users can access real-time data on community mental health and key performance indicators including: total utilization, number of users, total communications, confirmed appointments, type of needs, anonymous searches, Warm Handoff referrals from staff, insurance pathways utilized, and the primary community-based mental health services that people are connecting with. Live data also includes the number of individuals who declined services or were unreachable, staff time saved, and a breakdown of communications by time of day. Reporting of services provided can be delineated by district, school site, age, gender and ethnicity.

Additional data can be requested: time to match, time to appointment, providers by type, satisfaction with provider, feedback on Care Solace customer services from Care Loop

users and community members who utilize the Care Companion services. Analysis of why referrals (from schools and self-referrals) are closed. The Care Solace Customer Success Team member can help leadership understand if individuals declined services, pursued other options, were unreachable, a case was closed or appointed, and a more detailed understanding of why. Patterns in data can inform implementation plans, staff training, school programming and community outreach. Data contained in Impact Reporting is anonymized and doesn't contain personally identifiable information of individuals.

1.5 Product Specifications

All products furnished must be in conformity with the participating agency requirements and specifications and will be subject to inspection and acceptance by the individual customers at delivery. The right is reserved to reject and return at the risk and expense of the Contractor.

1.6 Service Capabilities

1.6.1 Communication Plan/Contract Management

Contractor has identified their company standards of communication as they relate to contract performance, issue management, and change management. An issue is an identified event that, if not addressed, may affect schedule, scope, service, delivery, quality, or budget. A change is identified as a change in corporate leadership, structure, merger or acquisition.

Care Solace will comply with all change management procedures required for the contract management. A single point of contact will manage the contract process, and as such will identify any issue that could affect the contract performance.

Project Delays
The Care Solace Customer Success Team, Provider and Resources Team, and Care Companion team are prepared to initiate onboarding and begin services upon execution of the contract with the WRESA. Care Solace's care coordination services do not require any integration and are available 24/7/365 upon execution of the contract from any phone or device with standard service or internet access. Our Care Loop platform is designed to be user friendly and includes training videos, tips and best practices within its Help and Resource Center. WRESA could send the registration link to staff members in advance or as an alternative to training to encourage quick awareness and adoption across the state. Our training process is quick with virtual sessions ranging 15-30 minutes depending on role. In our largest launches we have trained 1,500+ staff members from 372+ sites in districts of 305,000 students in under two weeks.

Care Solace is prepared to implement our Project Work Plan upon execution of the contract based on the availability of WRESA's project leads. While we typically do

not encounter delays in onboarding and implementation, Care Solace recognizes that availability of WRESA key personnel can create scheduling challenges. While recommended, WRESA staff do not need to be present for all training. Care Solace is prepared to host trainings without direct support from WRESA and can update WRESA staff on attendance and outcomes.

1.6.2 Primary Account Representative

Contractor has identified their primary account representatives who will be responsible for the performance of a resulting contract, as well as contact persons for reports and bid documents.

Kelly Van Cleave, MSW, LCSW
Vice President of Care Coordination
kelly.vancleave@caresolace.org
(805) 907-9317

1.7 Customer Service

Contractor shall have an accessible customer service department with an individual specifically assigned to Wayne RESA. Customer inquiries should be responded to with forty-eight (48) hours or two (2) business days unless it is an emergency issue.

a. Care Companions: Responsible for servicing clients in need of care coordination
    1. Hours of operation:
        1. 24/7, 365 days per year.
    2. Phone number and location of service centers
        1. (888) 515-0595
        2. All staff are located remotely.
    3. Regular and emergency response times
        1. Care Solace is not an emergency response service. Any individual that is a danger to themselves or others needs to contact 9-8-8 or go to the nearest emergency room.
        2. On average, response times are within 15 minutes.
b. Customer Success: Responsible for day-to-day training and support for users.
    1. Hours of operation
        1. Monday-Friday, 7 am- 7 pm CST. Staff is available outside of these days and hours as needed.
    2. Phone number and location of service centers
        1. 888-515-7881
        2. The headquarters and service center leads are located at 120 Birmingham, suite 200, Cardiff, CA 92007
        3. Service support staff works remotely from home.
        4. Customer Success primary point of contact:

1. Tyler Chamness, 760-392-3477, tyler@caresolace.org
2. Located at the Cardiff office

5. Secondary Customer Success contacts to be provided to districts during the launch process.

3. Response Times:
    1. Within 24 hours - 1 business day
    2. In the event of an emergency, the point of contact for each district is available by phone and text.

1.8 Purchase Orders

Requests for quotes will be initiated by participating agencies as specific needs arise. Participating agencies will issue individual detailed specifications to the pre-qualified vendor pool along with specific response information required, deliverables, and any special terms and conditions. The vendors will respond directly to the requesting agency within the timeframe specified in the request for quote. The participating agency will evaluate the responses and determine the vendor that will be awarded a purchase order (PO). Resulting orders are to be shipped and billed directly to these institutions.

1.9 Delivery and Acceptance

Contractor has addressed the following items and costs in their proposal and other items/costs that they are aware of that may not have been requested in this bid.

- All pricing must reflect net 30 payment terms.
    - No other items or costs included within the scope. Bid includes quote for care coordination services.
- Ordering/customer service capabilities and procedures.
    - Once a singed contract or purchase order is received, an invoice will be delivered via email within five (5) business days, including the company's W-9 and any other organization information needed.
- Policies and procedures for an organization accepting product/service.
    - Simultaneous to the signed contract, the organization will be assigned a customer success representative who will proceed with onboarding and training procedures outlined in other sections of this document.

1.10 Management and Staff

Please see Contractor's proposal (Attachment C) for a description of the following:

- Project Management of the contract.
- Staffing and responsibilities.

- Process and procedures to keep safe and secure facilities when delivering products/services.
- Background checks process, depending on the facility ordering the product/services a more restrictive background check may be required.

SECTION 2.0 – PRICING REQUIREMENTS & SCHEDULE

2.1 Pricing Schedule

2.1.1 Pricing Schedule Worksheets

See Pricing Attachment A.

2.1.2 Tax Excluded from Price

(a) Sales Tax: Wayne RESA and local units of government are exempt from sales tax for direct purchases. The contractor's prices must not include sales tax.

(b) Federal Excise Tax: Governmental entities may be exempt from Federal Excise Tax, or the taxes may be reimbursable, if articles purchased under any resulting Contract are used for the State's exclusive use. Certificates showing exclusive use for the purposes of substantiating a tax-free, or tax-reimbursable sale will be sent upon request. If a sale is tax exempt or tax reimbursable under the Internal Revenue Code, the contractor's prices must not include the Federal Excise Tax.

2.1.3 The contractor agrees to provide pricing to Wayne RESA and its participating entities that are the lowest pricing available and the pricing shall remain so throughout the duration of the contract. The Contractor agrees to promptly lower the cost of any product purchased through Wayne RESA and its participating entities following a reduction in the manufacturer or publisher's direct cost. Price increases must be approved by Wayne RESA. However, the Contractor must honor previous prices for thirty (30) days after approval and written notification from Wayne RESA if requested. If Contractor has existing cooperative contracts in place, Wayne RESA requests equal or better than pricing to be submitted.

2.2 Administrative Fee

All pricing submitted to Wayne RESA and its participating entities must include 2.0% remittance fee to be remitted to CoPro+ by the contractor on a quarterly basis. Administrative fees will be paid against actual sales volume for each quarter. It is the contractor's responsibility to keep all pricing up to date and on file with Wayne RESA/CoPro+. All price changes must be presented to Wayne RESA for acceptance, using the same format as was accepted in the original contract.

SECTION 3.0 - TERMS AND CONDITIONS

1. Wayne RESA Rights & Responsibilities

Wayne RESA has the right to amend a bid by one or more written addendums. Wayne RESA is responsible only for that, which is expressly stated in the solicitation document and any authorized written addenda thereto. Each addendum shall be made available to each person or organization, which Wayne RESA records indicate has received a bid.

Should any such addendum require additional information not previously requested, failure to address the requirements of such addendum may result in the Proposal not being considered, as determined in the sole discretion of Wayne RESA. Wayne RESA is not responsible for and shall not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf.

2. Conflict of Interest

No Wayne RESA employee or agent whose position in Wayne RESA enables him/her to influence the selection of a Supplier for this Solicitation, or any competing solicitation, nor any spouse of economic dependent of such employees, shall be employed in any capacity by a Proposer or have any other direct or indirect financial interest in the selection of a Supplier.

3. Gratuities

It is improper for any Wayne RESA officer, employee or agent to solicit consideration, in any form, from a Proposer with the implication, suggestion or statement that the Proposer's provision of the consideration may secure more favorable treatment for the Proposer in the award of the Master Agreement or that the Proposer's failure to provide such consideration may negatively affect Wayne RESA's consideration of the Proposer's submission.

A Proposer shall not offer or give either directly or through an intermediary, consideration, in any form, to a Wayne RESA officer, employee or agent for the purpose of securing favorable treatment with respect to the award of the Master Agreement.

4. Laws

4.1 General Authority

This Contract is governed by, and construed according to, the substantive laws of the State of Michigan without regard to any Michigan choice of law rules that would apply the substantive law of another jurisdiction to the extent not inconsistent with or preempted by federal law.

4.2 Compliance with Laws

The Contractor must comply with all applicable federal, state, and local laws and ordinances in providing the products and services.

4.3 Jurisdiction

Any dispute arising from the Contract must be resolved in the State of Michigan. With respect to any claim between the parties, the Contractor consents to venue in Wayne RESA, Michigan, and irrevocably waives any objections to this venue that it may have, such as lack of personal jurisdiction or forum non-conveniens. The Contractor must appoint agents in the State of Michigan to receive service of process.

4.4 Nondiscrimination

In the performance of the Contract, the Contractor agrees not to discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, or physical or mental disability. The Contractor further agrees that every subcontract entered into for the performance of this Contract will contain a provision requiring non-discrimination in employment, as specified here, binding upon each Subcontractor. This covenant is required under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., and any breach of this provision may be regarded as a material breach of the Contract.

4.5 Unfair Labor Practices

Under 1980 PA 278, MCL 423.321, et seq., Wayne RESA must not award a Contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled under MCL 423.322. This information is compiled by the United States National Labor Relations Board. A Contractor of Wayne RESA, in relation to the Contract, must not enter into a contract with a Subcontractor, manufacturer, or supplier whose name appears in this register. Under MCL 423.324, Wayne RESA may void any Contract if, after award of the Contract, the name of the Contractor as an employer or the name of the Subcontractor, manufacturer or supplier of the Contractor appears in the register.

4.6 Environmental Provision

For the purposes of this section, "Hazardous Materials" include asbestos, ACBMs, PCBs, petroleum products, construction materials including paint thinners, solvents, gasoline, oil, and any other material the manufacture, use, treatment, storage, transportation or disposal of which is regulated by the federal, state, or local laws governing the protection of the public health, natural resources, or the environment:

(a) The Contractor must use, handle, store, dispose of, process, transport, and transfer any Hazardous Material according to all federal, State, and local laws. Wayne RESA must immediately advise the Contractor of the presence of any known Hazardous Material at the work site. If the Contractor encounters material reasonably believed to be Hazardous Material that may present a substantial danger, the Contractor must: (i) immediately stop all affected work; (ii) notify Wayne RESA; (iii) notify any entities required by law; and (iv) take appropriate health and safety precautions.

(b) Wayne RESA may issue a Stop Work Order if the material is a Hazardous Material that may present a substantial danger and the Hazardous Material was not brought to the site by the Contractor, or does not wholly or partially result from any violation by the Contractor of any laws covering the use, handling, storage, disposal of, processing, transport and transfer of Hazardous Materials. Wayne RESA may remove the Hazardous Material, render it harmless, or terminate the affected work for Wayne RESA's convenience.

(c) If the Hazardous Material was brought to the site by the Contractor, or wholly or partially results from any violation by the Contractor of any laws covering the use, handling, storage, disposal of, processing, transport and transfer of Hazardous Material, or from any other act or omission within the control of the Contractor, the Contractor must bear its proportionate share of the delay and costs involved in cleaning up the site and removing and rendering harmless the Hazardous Material according to applicable laws.

The Contractor must comply with all applicable federal, state, and local laws and ordinances in providing the products and services.

4.7 Freedom of Information

This Contract and all information submitted to Wayne RESA by the Contractor is subject to the Michigan Freedom of Information Act (FOIA), 1976 PA 442, MCL 15.231, et seq**.**

4.8 Abusive Labor Practices

The Contractor may not furnish any deliverable(s) that were produced fully or partially by forced labor, convict labor, forced or indentured child labor, or indentured servitude.

"Forced or indentured child labor" means all work or service (1) exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or (2) performed by any person under the age of 18 under a contract the enforcement of which can be accomplished by process or penalties.

5. General Provisions

5.1 Bankruptcy and Insolvency

Wayne RESA may, without prejudice to any other right or remedy, fully or partially terminate this contract and, at its option, take possession of the work-in-progress and finish the work-in-progress by whatever method Wayne RESA deems appropriate if:

(a) the Contractor files for bankruptcy protection;
(b) an involuntary petition is filed against the Contractor and not dismissed within 30 days;
(c) the Contractor becomes insolvent or a receiver is appointed due to the Contractor's insolvency;
(d) the Contractor makes a general assignment for the benefit of creditors; or
(e) the Contractor or its affiliates are unable to provide reasonable assurances that the Contractor or its affiliates can provide the deliverable(s) under this contract.

Contractor will place appropriate notices or labels on the work-in-progress to indicate ownership by Wayne RESA. To the extent reasonably possible, work-in-progress must be stored separately from other stock and marked conspicuously with labels indicating Wayne RESA ownership.

5.2 Media Releases

News releases (including promotional literature and commercial advertisements) pertaining to the solicitation and this Contract or the project to which it relates will not be made without prior approval by Wayne RESA, and only in accordance with the instructions from Wayne RESA.

5.3 Antitrust Assignment

The Contractor assigns to Wayne RESA any claim for overcharges resulting from county or federal antitrust violations to the extent that those violations concern materials or services supplied by third parties toward fulfillment of the Contract.

5.4 Legal Effect

Wayne RESA is not liable for costs incurred by the Contractor or for payment(s) under this contract until the Contractor is authorized to perform under Section 1.3, Quotes/Order/Delivery/Inspection.

5.5 Entire Agreement

This Contract constitutes the entire agreement between the parties with respect to the subject matter herein and supersedes all prior agreements, whether written or oral. All attachments and exhibits specifically referenced and attached to this contract are hereby incorporated by reference in their entirety and form an integral part of this contract.

5.6 Order of Precedence

In the event of any inconsistency or conflict between the documents forming this contract, such inconsistency shall be resolved by giving precedence in the following descending order:

(a) Attachment B – COVID & ARPA Federal Requirements (if WRESA funding source requires);
(b) Mandatory sections (Contract Term, Legal Effect, Insurance, Indemnification, Termination, Governing Law, Limitation of Liability);
(c) The most recent Statement of Work expressly made part of this Contract;
(d) The Terms and Conditions as set forth in Section 3.0 of this Contract, excluding the sections listed in subsection (a);
(e) Attachment A – Pricing
(f) Any Purchase Order, Direct Voucher, or Procurement Card Order issued pursuant to this Contract;
(g) Attachment C – RFP Requirements and Proposer's responses to the RFP;
(h) Any other document expressly incorporated by reference into this Contract.

Future amendments or additional Statements of Work, once duly executed, shall take precedence over the corresponding sections of this Contract.

5.7 Headings

The captions and section headings used in this Contract are for convenience only and may not be used to interpret the scope and intent of this Contract.

5.8 Reformation and Severability

Each provision of the Contract is severable from all other provisions of the contract. If any provision of this contract is held unenforceable, then the contract will be modified to reflect the parties' original intent. All remaining provisions of the Contract remain in full force and effect.

5.9 Approval

Unless otherwise provided in this Contract, approval(s) must be in writing and must not be unreasonably withheld or delayed.

5.10 No Waiver of Default

Failure by a party to insist upon strict adherence to any term of the Contract does not waive that party's right to later insist upon strict adherence to that term, or any other term, of the Contract.

5.11 Survival

The provisions of this Contract that impose continuing obligations, including warranties, indemnification, and confidentiality, will survive the expiration or termination of this Contract.

5.12 Electronic Payment Requirement

The Contractor must state if they are able to receive electronic fund transfer (EFT) payments.

5.13 Cooperation with Third Parties

The Contractor and its Subcontractors must cooperate with Wayne RESA and its agents and other Contractors, including Wayne RESA's quality assurance personnel. The Contractor must provide reasonable access to its personnel, systems, and facilities related to the Contract to the extent that access will not interfere with or jeopardize the safety or operation of the systems or facilities.

5.14 Relationship of the Parties

The relationship between Wayne RESA and Contractor is that of client and independent contractor. No agent, employee, or servant of the Contractor, or any of its subcontractors, is an employee, agent or servant of Wayne RESA. The Contractor will be solely and entirely responsible for its acts and the acts of its agents, employees, servants, and subcontractors during the performance of the Contract.

5.15 Time of Performance

(a) The Contractor must immediately notify Wayne RESA upon becoming aware of any circumstances that may reasonably be expected to jeopardize the completion of any Deliverable(s) by the scheduled due dates in the latest Wayne RESA-approved delivery schedule and must inform Wayne RESA of the projected actual delivery date.

(b) If the Contractor believes that a delay in performance by Wayne RESA has caused or will cause the Contractor to be unable to perform its obligations according to specified contract time periods, the Contractor must immediately notify Wayne RESA and, to the extent practicable, continue to perform its

obligations according to the contract time periods. The Contractor will not be in default for a delay in performance to the extent the delay is caused by Wayne RESA

5.16 Excusable Failure

Neither party will be liable for any default, damage or delay in the performance of its obligations that is caused by government regulations or requirements, power failure, electrical surges or current fluctuations, war, forces of nature or acts of God, delays or failures of transportation, equipment shortages, suppliers' failures, acts or omissions of common carriers, fire, riots, civil disorders, labor disputes, embargoes, injunctions (provided the injunction was not issued as a result of any fault or negligence of the party seeking to have its default or delay excused), or any other cause beyond the reasonable control of a party; provided the non-performing party and any Subcontractors are without fault in causing the default or delay, and the default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans, or other means, including disaster recovery plans.

If a party does not perform its contractual obligations for any of the reasons listed, the non-performing party will be excused from any further performance of its affected obligation(s) for as long as the circumstances prevail. The non-performing party must promptly notify the other party immediately after the excusable failure occurs, and when it abates or ends. Both parties must use commercially reasonable efforts to resume performance.

If any of the reasons listed substantially prevent, hinder, or delay the Contractor's performance of the deliverable(s) for more than 10 days, and Wayne RESA reasonably determines that performance is not likely to be resumed within a period of time that is satisfactory to Wayne RESA, Wayne RESA may: (a) procure the affected deliverable(s) from an alternate source without liability for payment so long as the delay in performance continues; or (b) terminate any portion of the Contract so affected and equitably adjust charges payable to the Contractor to reflect those deliverable(s) that are terminated. Wayne RESA must pay for all deliverable(s) for which Final Acceptance has been granted before the termination date.

The Contractor will not have the right to any additional payments from Wayne RESA as a result of any Excusable Failure or to payments for deliverable(s) not provided as a result of the Excusable Failure. The Contractor will not be relieved of a default or delay caused by acts or omissions of its Subcontractors except to the extent that a Subcontractor experiences an Excusable Failure and the Contractor cannot reasonably circumvent the effect of the Subcontractor's default or delay in performance through the use of alternate sources, workaround plans, or other means, including disaster recovery plans.

5.17 Retention of Records

(a) The Contractor must retain all financial and accounting records related to this Contract for a period of seven years after the Contractor performs any work under this contract (Audit Period).

(b) If an audit, litigation, or other action involving the Contractor's records is initiated before the end of the Audit Period, the Contractor must retain the records until all issues arising out of the audit, litigation, or other action are resolved or until the end of the Audit Period, whichever is later.

5.18 Examination of Records

Wayne RESA, upon ten (10) days notice to the Contractor, may examine and copy any of the Contractor's records that relate to this contract. Wayne RESA does not have the right to review any information deemed confidential by the Contractor if access would require the information to become publicly available. This requirement also applies to the records of any parent, affiliate, or subsidiary organization of the Contractor, or any Subcontractor that performs services in connection with this contract.

5.19 Audit Resolution

If necessary, the Contractor and Wayne RESA will meet to review any audit report promptly after its issuance. The Contractor must respond to each report in writing within thirty (30) days after receiving the report, unless the report specifies a shorter response time. The Contractor and Wayne RESA must develop, agree upon, and monitor an action plan to promptly address and resolve any deficiencies, concerns, or recommendations in the report.

5.20 Errors

(a) If an audit reveals any financial errors in the records provided to Wayne RESA, the amount in error must be reflected as a credit or debit on the next invoice and subsequent invoices until the amount is paid or refunded in full. However, a credit or debit may not be carried forward for more than four invoices or beyond the termination of the contract. If a balance remains after four invoices, the remaining amount will be due as a payment or refund within forty-five (45) days of the last invoice on which the balance appeared or upon termination of the contract, whichever is earlier.

(b) In addition to other available remedies, if the difference between Wayne RESA's actual payment and the correct invoice amount, as determined by an audit, is greater than 10%, the Contractor must pay all reasonable audit costs.

5.21 Disclosure of Litigation

(a) Within thirty (30) days after receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "Proceeding") that arises during the term of this Contract, the Contractor must disclose the following to the Contract Administrator:

(i) A criminal Proceeding involving the Contractor (or any Subcontractor) or any of its officers or directors;
(ii) A parole or probation proceeding;
(iii) A proceeding involving the Contractor (or any Subcontractor) or any of its officers or directors under the Sarbanes-Oxley Act; and
(iv) A civil proceeding to which the Contractor (or, if the Contractor is aware, any Subcontractor) is a party, and which involves (A) a claim that might reasonably be expected to adversely affect the viability or financial stability of the Contractor or any Subcontractor; or (B) a claim or written allegation of fraud against the Contractor (or, if the Contractor is aware, any Subcontractor) by a governmental or public entity arising out of the Contractor's business dealings with governmental or public entities.

(b) Information provided to Wayne RESA from the Contractor's publicly filed documents will satisfy the requirements of this Section.
(c) If any proceeding that is disclosed to Wayne RESA or of which Wayne RESA otherwise becomes aware, during the term of this Contract, would cause a reasonable party to be concerned about:

(i) the ability of the Contractor (or a Subcontractor) to continue to perform this Contract; or
(ii) whether the Contractor (or a Subcontractor) is engaged in conduct that is similar in nature to the conduct alleged in the Proceeding and would constitute a breach of this contract or a violation of federal or state law, regulations, or public policy, then the Contractor must provide Wayne RESA all requested reasonable assurances that the Contractor and its Subcontractors will be able to continue to perform this contract.

5.22 Other Disclosures
The Contractor must notify Wayne RESA Administrator within 30 days of:

(a) becoming aware that a change in the Contractor's ownership or officers has occurred or is certain to occur; or
(b) any changes to company affiliations.

5.23 CoPro+ Requirements
(a) The Contractor will work with CoPro+ to ensure that all purchasers are members before extending the Contract pricing.
(b) To the extent that CoPro+ Members purchase Deliverable(s) under this contract, the quantities of Deliverable(s) purchased will be included in determining the appropriate rate wherever tiered pricing based on quantity is provided.

(c) The Contractor must submit invoices to and receive payment from CoPro+ Members, Participating Entities, on a direct and individual basis.

5.24 Bid Protest Process

Bid protests are filed by Vendors because they seek to remedy a wrong, actual or perceived, which could inflict or has inflicted injury or hardship to their company as a result of some action taken by Wayne RESA during the solicitation process. Common reasons for Vendors filing a bid protest include:

- The Master Agreement was awarded to Vendor with higher prices.
- The Vendor proposal was rejected for invalid reasons.
- The Vendor awarded the resultant Master Agreement did not comply with solicitation specifications.

1. General Authority

Wayne RESA Administrator maintains the exclusive authority and responsibility to purchase and rent all materials, supplies and equipment, furnishings, fixtures and all other personal property for use by Wayne RESA departments, districts or agencies which are governed by Wayne RESA's Board.

2. Protest Procedure

Upon a determination of Vendor selection from a bid process, the Purchasing Agent will post a "Notice of Intent to Award" on Wayne RESA's bid website, and notify all solicitation participants of the intended award via email.

A. Non-selected Vendors will have three (3) business days from the date the notice is posted to file a formal bid protest with Wayne RESA Administrator or the designee.
B. The bid protest, which must be received by Wayne RESA Administrator or designee within the three (3) day period, shall be in writing, and include the specific facts, circumstances, reasons and/or basis for the protest. This written notice may be in the form of a letter, fax or email.
C. Upon execution of the Master Agreement with the selected Vendor, Wayne RESA Administrator or designee will not take action on a bid protest, but a written response will be provided to the protesting Vendor.
D. If a Vendor's bid protest is appropriately filed, Wayne RESA Administrator or designee may delay the award of the Master Agreement until the matter is resolved.
E. Notwithstanding the foregoing, throughout the bid protest review process, Wayne RESA has no obligation to delay or otherwise postpone an award of a Master Agreement based on a bid protest. In all cases, Wayne RESA reserves the right to make an award when it is determined to be in the best interest of Wayne RESA to do so.
F. Wayne RESA Administrator or designee will respond to all bid protests in a timely manner.

6. Insurance

6.1 Liability Insurance

For the purpose of this Section, "Wayne RESA" includes its departments, divisions, agencies, offices, commissions, officers, employees, and agents.

(a) The following apply to all insurance requirements:

(i) Wayne RESA, in its sole discretion, may approve the use of a fully-funded self-insurance program in place of any specified insurance identified in this Section.
(ii) Where specific coverage limits are listed in this Section, they represent the minimum acceptable limits. If the Contractor's policy contains higher limits, Wayne RESA is entitled to coverage to the extent of the higher limits. The minimum limits of coverage specified are not intended, and may not be construed to limit any liability or indemnity of the Contractor to any indemnified party or other persons.
(iii) If the Contractor fails to pay any premium for a required insurance policy, or if any insurer cancels or significantly reduces any required insurance without Wayne RESA's approval, Wayne RESA may, after giving the Contractor at least 30-days notice, pay the premium or procure similar insurance coverage from another company or companies. Wayne RESA may deduct any part of the cost from any payment due the Contractor, or require the Contractor to pay that cost upon demand.

(b) The Contractor must:

(i) provide proof that it has obtained the minimum levels of insurance coverage indicated or required by law, whichever is greater. The insurance must protect Wayne RESA from claims that are alleged or may arise or result from the Contractor's or a Subcontractor's performance, including any person directly or indirectly employed by the Contractor or a Subcontractor, or any person for whose acts the Contractor or a Subcontractor may be liable.
(ii) waive all rights against Wayne RESA for the recovery of damages that are covered by the insurance policies the Contractor is required to maintain under this Section. The Contractor's failure to obtain and maintain the required insurance will not limit this waiver.
(iii) ensure that all insurance coverage provided relative to this Contract is primary and non-contributing to any comparable liability insurance (including self-insurance) carried by Wayne RESA
(iv) obtain insurance, unless Wayne RESA approves otherwise, from any insurer that has an A.M. Best rating of "A" or better and a financial size of VII or better, or if those ratings are not available, a comparable rating from an insurance rating agency approved by Wayne RESA All policies of insurance

must be issued by companies that have been approved to do business in Wayne RESA
(v) maintain all required insurance coverage throughout the term of this Contract and any extensions. However, in the case of claims-made Commercial General Liability policies, the Contractor must secure tail coverage for at least three years following the termination of this Contract.
(vi) pay all deductibles.

Commercial General Liability Insurance	
Minimum Limits: $1,000,000 Per Occurrence	Contractor must have their policy endorsed to add: "Wayne RESA, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds.
Workers' Compensation Insurance	
Minimum Limits: Applicable laws governing work activities	
Employers Liability Insurance	
Minimum Limits: $1,000,000 Each occurrence	
Automobile Liability Insurance	
Minimum Limits: $1,000,000 Combined single limit each occurrence	Contractor must have their policy endorsed to add: "Wayne RESA, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds.
Umbrella or Excess Liability Insurance	
Minimum Limits: $4,000,000 Each occurrence excess of underlying; $4,000,000 Products/Completed operations aggregate excess of underlying	
Privacy & Security Liability (Cyber Liability) Insurance	
Minimum Limits: $1,000,000	

6.2 Subcontractor Insurance Coverage

Except where Wayne RESA has approved a subcontract with other insurance provisions, the Contractor must require any Subcontractor to purchase and maintain the insurance coverage required in Section 6.1, Liability Insurance. Alternatively, the Contractor may include a Subcontractor under the Contractor's insurance on the coverage required in that Section. The failure of a Subcontractor to comply with insurance requirements does not limit the Contractor's liability or responsibility.

6.3 Certificates of Insurance and Other Requirements

Before the Contract is signed, and not less than twenty (20) days before the insurance expiration date every year thereafter, the Contractor must provide evidence that Wayne RESA and its agents, officers, and employees are listed as additional insured's under each commercial general liability and commercial automobile liability policy. The Contractor must provide Wayne RESA Administrator with all applicable certificates of insurance verifying insurance coverage or providing satisfactory evidence of self-insurance as required in Section 6.1, Liability Insurance. Each certificate must be on the standard "accord" form or equivalent and MUST CONTAIN THE APPLICABLE CONTRACT OR PURCHASE ORDER NUMBER. Each certificate must be prepared and submitted by the insurer and must contain a provision indicating that the coverage afforded will not be cancelled, materially changed, or not renewed without thirty (30) days prior notice, except for ten (10) days for nonpayment of premium, to Wayne RESA Administrator.

7. Indemnification

7.1 General Indemnification

To the extent permitted by law, the Contractor must indemnify, defend, and hold Wayne RESA harmless from liability, including all claims and losses, and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties), accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Contractor in the performance of this Contract and that are attributable to the negligence or tortious acts of the Contractor, any of its subcontractors, or by anyone else for whose acts any of them may be liable.

7.2 Employee Indemnification

In any claims against Wayne RESA, its departments, agencies, commissions, officers, employees, and agents, by any employee of the Contractor or any of its subcontractors, the indemnification obligation will not be limited in any way by the amount or type of damages, compensation, or benefits payable by or for the Contractor or any of its subcontractors under worker's disability compensation acts, disability benefit acts, or other employee benefit acts. This indemnification

clause is intended to be comprehensive. Any overlap in provisions, or the fact that greater specificity is provided as to some categories of risk, is not intended to limit the scope of indemnification under any other provisions.

7.3 Patent/Copyright Infringement Indemnification

(a) To the extent permitted by law, the Contractor must indemnify and hold Wayne RESA harmless from liability, including all claims and losses, and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest, and penalties) resulting from any action threatened or brought against Wayne RESA to the extent that the action is based on a claim that any piece of equipment, software, commodity, or service supplied by the Contractor or its subcontractors, or its operation, use, or reproduction, infringes any United States patent, copyright, trademark or trade secret of any person or entity.

(b) If, in Wayne RESA's or the Contractor's opinion, any piece of equipment, software, commodity or service supplied by the Contractor or its subcontractors, or its operation, use, or reproduction, is likely to become the subject of an infringement claim, the Contractor must, at its expense: (i) procure for the State the right to continue using the equipment, software, commodity or service or, if this option is not reasonably available to the Contractor; (ii) replace or modify to Wayne RESA's satisfaction the same with equipment, software, commodity or service of equivalent function and performance so that it becomes non-infringing, or, if this option is not reasonably available to Contractor; (iii) accept its return by Wayne RESA with appropriate credits to Wayne RESA against the Contractor's charges and reimburse Wayne RESA for any losses or costs incurred as a consequence of Wayne RESA ceasing its use and returning it.

(c) Notwithstanding the foregoing, the Contractor has no obligation to indemnify or defend Wayne RESA for, or to pay any costs, damages or attorneys' fees related to, any infringement claim based upon: (i) equipment, software, commodity or service developed based on written specifications of Wayne RESA; (ii) use of the equipment, software, or commodity in a configuration other than implemented or approved by the Contractor, including any modification of the same by Wayne RESA; or (iii) the combination, operation, or use of the equipment, software, or commodity with equipment, software, or commodities not supplied by the Contractor under this Contract.

7.4 Continuing Obligation

The Contractor's duty to indemnify continues in full force and effect, notwithstanding the expiration or early cancellation of the contract, with respect to any claims based on facts or conditions that occurred before expiration or cancellation.

7.5 Limitation of Liability

Neither the Contractor nor Wayne RESA is liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability does not apply to claims for infringement of United States patent, copyright, trademark or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of this contract calling for liquidated damages; or to court costs or attorneys' fees awarded by a court in addition to damages after litigation based on this.

8. Warranties

8.1 Warranties and Representations

The Contractor represents and warrants:

(a) It is capable of fulfilling and will fulfill all of its obligations under this contract. The performance of all obligations under this contract must be provided in a timely, professional, and workmanlike manner and must meet the performance and operational standards required under this contract.
(b) The contract appendices, attachments, and exhibits identify the equipment, software, and services necessary for the Deliverable(s) to comply with the contract's requirements.
(c) It is the lawful owner or licensee of any Deliverable licensed or sold to Wayne RESA by Contractor or developed by the Contractor for this contract, and Contractor has all of the rights necessary to convey to Wayne RESA the ownership rights or licensed use, as applicable, of any Deliverable(s). None of the Deliverable(s) provided by Contractor to Wayne RESA, nor their use by Wayne RESA, will infringe the patent, trademark, copyright, trade secret, or other proprietary rights of any third party.
(d) If the Contractor procures any equipment, software, or other Deliverable(s) for Wayne RESA (including equipment, software, and other Deliverable(s) manufactured, re-marketed or otherwise sold by the Contractor or under the Contractor's name), then the Contractor must assign or otherwise transfer to Wayne RESA or its designees, or afford Wayne RESA the benefits of, any manufacturer's warranty for the Deliverable(s).
(e) The contract signatory has the authority to enter into this contract on behalf of the Contractor.
(f) It is qualified and registered to transact business in all locations where required.
(g) Neither the Contractor nor any affiliates, nor any employee of either, has, will have, or will acquire, any interest that would conflict in any manner with the Contractor's performance of its duties and responsibilities to Wayne RESA or otherwise create an appearance of impropriety with respect

to the award or performance of this contract. The Contractor must notify Wayne RESA about the nature of any conflict or appearance of impropriety within two days of learning about it.

(h) Neither the Contractor nor any affiliates, nor any employee of either, has accepted or will accept anything of value based on an understanding that the actions of the Contractor, its affiliates, or its employees on behalf of Wayne RESA would be influenced. The Contractor must not attempt to influence any Wayne RESA employee by the direct or indirect offer of anything of value.

(i) Neither the Contractor nor any affiliates, nor any employee of either, has paid or agreed to pay any person, other than bona fide employees and consultants working solely for the Contractor or the affiliate, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.

(j) The Contractor arrived at its proposed prices independently, without communication or agreement with any other Proposer for the purpose of restricting competition. The Contractor did not knowingly disclose its quoted prices for this contract to any other Proposer before the award of the contract. The Contractor made no attempt to induce any other person or entity to submit or not submit a proposal for the purpose of restricting competition.

(k) All financial statements, reports, and other information furnished by the Contractor to Wayne RESA in connection with the award of this contract fairly and accurately represent the Contractor's business, properties, financial condition, and results of operations as of the respective dates covered by the financial statements, reports, or other information. There has been no material adverse change in the Contractor's business, properties, financial condition, or results of operation.

(l) All written information furnished to Wayne RESA by or for the Contractor in connection with the award of this contract is true, accurate, and complete, and contains no false statement of material fact nor omits any material fact that would make the submitted information misleading.

(m) It will immediately notify Wayne RESA Administrator if any of the certifications, representations, or disclosures made in the Contractor's original bid response change after the contract is awarded.

8.2 Warranty of Merchantability

The Deliverable(s) provided by the Contractor must be merchantable.

8.3 Warranty of Fitness for a Particular Purpose

The Deliverable(s) provided by the Contractor must be fit for the purpose(s) identified in this contract.

8.4 Warranty of Title

The Contractor must convey good title to any Deliverable(s) provided to Wayne RESA All Deliverable(s) provided by the Contractor must be delivered free from any security interest, lien, or encumbrance of which Wayne RESA, at the time of contracting, has no knowledge. Deliverable(s) provided by the Contractor must be delivered free of any rightful claim of infringement by any third person.

8.5 Consequences for Breach

In addition to any remedies available in law, if the Contractor breaches any of the warranties contained in Section 8, Warranties, the breach may be considered a material default**.**

9. Contract Administration

9.1 Issuing Office

This Contract is issued by Wayne RESA on behalf of all counties and local units of government. Wayne RESA Administrator or designee is the only entity authorized to modify the terms and conditions of this contract, including the prices and specifications. The Contract Administrator will be designated at the time of the contract award.

9.2 Contract Administrator

The Contract Administrator will monitor and coordinate contract activities on a day-to-day basis.

9.3 Contract Changes

(a) If Wayne RESA requests or directs the Contractor to provide any Deliverable(s) that the Contractor believes are outside the scope of the Contractor's responsibilities under the contract, the Contractor must notify Wayne RESA before performing the requested activities. If the Contractor fails to notify Wayne RESA, any activities performed will be considered in-scope and not entitled to additional compensation or time. If the Contractor begins work outside the scope of the contract and then ceases performing that work, the Contractor must, at the request of Wayne RESA, retract any out-of-scope work that would adversely affect the contract.

(b) Wayne RESA or the Contractor may propose changes to the contract. If the Contractor or Wayne RESA requests a change to the Deliverable(s) or if Wayne RESA requests additional Deliverable(s), the Contractor must provide a detailed outline of all work to be done, including tasks, timeframes, listing of key personnel assigned, estimated hours for each individual per Deliverable, and a complete and detailed cost justification. If the parties agree on the proposed change, Wayne RESA Administrator will prepare and issue a notice that describes the change, its effects on the

Deliverable(s), and any affected components of the contract (Contract Change Notice).
(c) No proposed change may be performed until Wayne RESA issues a duly executed Contract Change Notice for the proposed change.

9.4 Price Changes

Prices quoted on all bids, are the maximum for a period of 365 days from the date the contract becomes effective. Requested changes may include increases or decreases in price and must be accompanied by supporting information indicating market support of proposed modifications (such as the CPI and PPI, US City Average, as published by the US Department of Labor, Bureau of Labor Statistics).

(a) Wayne RESA may request a review upon thirty (30) days written notice that specifies what deliverable is being reviewed. At the review, each party may present supporting information including information created by, presented, or received from third parties.
(b) Following the presentation of supporting information, both parties will have 30 days to review the supporting information and prepare any written response.
(c) In the event the review reveals no need for modifications of any type, pricing will remain unchanged unless mutually agreed to by the parties. However, if the review reveals that changes may be recommended, both parties will negotiate in good faith for thirty (30) days unless extended by mutual agreement of the parties.
(d) If the supporting information reveals a reduction in prices is necessary and Contractor agrees to reduce rates accordingly, then Wayne RESA may elect to exercise the next one-year option, if available.
(e) If the supporting information reveals a reduction in prices is necessary and the parties are unable to reach agreement, then Wayne RESA may eliminate all remaining contract renewal options.
(f) Any changes based on the review must be implemented through the issuance of a Contract Change Notice.

9.5 Covenant of Good Faith

Each party must act reasonably and in good faith. Unless otherwise provided in this contract, the parties will not unreasonably delay, condition or withhold their consent, decision, or approval any time it is requested or reasonably required in order for the other party to perform its responsibilities under the contract.

9.6 Assignments

(a) Neither party may assign this contract, or assign or delegate any of its duties or obligations under the contract, to another party (whether by operation of law or otherwise), without the prior approval of the other party.

Wayne RESA may, however, assign this contract to any other Wayne RESA, or local unit of government without the prior approval of the Contractor.
(b) If the Contractor intends to assign this contract or any of the Contractor's rights or duties under the contract, the Contractor must notify Wayne RESA and provide adequate information about the assignee at least ninety (90) days before the proposed assignment or as otherwise provided by law or court order. Wayne RESA may withhold approval from proposed assignments, subcontracts, or novations if Wayne RESA determines, in its sole discretion, that the transfer of responsibility would decrease Wayne RESA's likelihood of receiving performance on the contract or Wayne RESA's ability to recover damages.
(c) If Wayne RESA permits an assignment of the Contractor's right to receive payments, the Contractor is not relieved of its responsibility to perform any of its contractual duties. All payments must continue to be made to one entity.

9.7 Criminal Background Checks

Supplier hereby certifies that any employees, subcontractors and volunteers of the Supplier who will have duties related to the contracted services; have passed a Wayne RESA criminal history background check if required.

10. Acceptance of Deliverables

10.1 Delivery Responsibilities

Unless otherwise specified by Wayne RESA, the following are applicable to all deliveries:

(a) The Contractor is responsible for delivering the deliverable(s) by the applicable delivery date to the location(s) specified in the SOW or individual Purchase Order.
(b) The Contractor must ship the deliverable(s) "F.O.B. Destination, within Government Premises."
(c) Wayne RESA will examine all packages at the time of delivery. The quantity of packages delivered must be recorded and any obvious visible or suspected damage must be noted at the time of delivery using the shipper's delivery document(s) and appropriate procedures to record the damage.

10.2 Process for Acceptance of Deliverable(s)

Wayne RESA's review period for acceptance of the deliverable(s) is governed by the applicable Statement of Work, and if the Statement of Work does not specify Wayne RESA's review period, it is by default thirty (30) days for a deliverable (Wayne RESA Review Period). Wayne RESA will notify the Contractor by the end of Wayne RESA Review Period that either:

(a) the deliverable is accepted in the form delivered by the Contractor;

(b) the deliverable is accepted, but noted deficiencies must be corrected; or
(c) the deliverable is rejected along with notation of any deficiencies that must be corrected before acceptance of the deliverable.

If Wayne RESA delivers to the Contractor a notice of deficiencies, the Contractor will correct the described deficiencies and within thirty (30) Days resubmit the deliverable(s) with an explanation that demonstrates all corrections have been made to the original deliverable(s). The Contractor's correction efforts will be made at no additional charge. Upon receipt of a corrected deliverable from the Contractor, Wayne RESA will have a reasonable additional period of time, not to exceed 30 Days, to accept the corrected deliverable.

10.3 *Acceptance of Deliverable(s)*

(a) Wayne RESA's obligation to comply with any Wayne RESA Review Period is conditioned on the timely delivery of the deliverable(s). Wayne RESA Review Period will begin on the first business day following Wayne RESA's receipt of the deliverable(s).
(b) Wayne RESA may inspect the deliverable to confirm that all components have been delivered without material deficiencies. If Wayne RESA determines that the deliverable or one of its components has material deficiencies, Wayne RESA may reject the deliverable without performing any further inspection or testing.
(c) Wayne RESA will only approve a deliverable after confirming that it conforms to and performs according to its specifications without material deficiency. Wayne RESA may, in its discretion, conditionally approve a deliverable that contains material deficiencies if Wayne RESA elects to permit the Contractor to correct those deficiencies post-approval. The Contractor remains responsible for working diligently to correct within a reasonable time at the Contractor's expense, all deficiencies in the deliverable that remain outstanding at the time of Wayne RESA approval.
(d) If, after three opportunities the Contractor is unable to correct all deficiencies, Wayne RESA may: (i) demand that the Contractor cure the failure and give the Contractor additional time to do so at the sole expense of the Contractor; (ii) keep the Contract in force and perform, either itself or through other parties, whatever the Contractor has failed to do, and recover the difference between the cost to cure the deficiency and the Contract price plus an additional amount equal to 10% of Wayne RESA's cost to cure the deficiency; or (iii) fully or partially terminate the Contract for default by giving notice to the Contractor. Notwithstanding the foregoing, Wayne RESA cannot use, as a basis for exercising its termination rights under this Section, deficiencies discovered in a repeat Wayne RESA Review Period that could reasonably have been discovered during a prior Wayne RESA Review Period.
(e) Wayne RESA, at any time and in its reasonable discretion, may reject the deliverable without notation of all deficiencies if the acceptance process

reveals deficiencies in a sufficient quantity or of a sufficient severity that renders continuing the process unproductive or unworkable.

11. Stop Work Order & Termination

11.1 Stop Work Order

Wayne RESA may, by issuing a Stop Work Order, require that the Contractor fully or partially stop work for a period of up to ninety (90) calendar days, and for any further period to which the parties agree. Upon receipt of the Stop Work Order, the Contractor must immediately take all reasonable steps to minimize incurring costs. Within the period of the Stop Work Order, Wayne RESA must either: (a) terminate the Stop Work Order; or (b) terminate the work covered by the Stop Work Order.

11.2 Termination of Stop Work Order

The Contractor must resume work if Wayne RESA terminates a Stop Work Order or if it expires. The parties will agree upon an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract must be modified, if: (a) the Stop Work Order results in an increase in the time required for, or the Contractor's costs properly allocated to, the performance of the Contract; and (b) the Contractor asserts its right to an equitable adjustment within twenty (20) days after the end of the Stop Work Order by submission of a request for adjustment to Wayne RESA; provided that, Wayne RESA may receive and act upon the Contractor's request submitted at any time before final payment. Any adjustment will conform to the requirements of Section 9.3, Contract Changes.

11.3 Allowance of the Contractor's Costs

If Wayne RESA fully or partially terminates the work covered by the Stop Work Order, for reasons other than material breach, the termination is a termination for convenience under Section 11.6, Termination by Wayne RESA, and Wayne RESA will pay reasonable costs resulting from the Stop Work Order in arriving at the termination settlement. Wayne RESA is not liable to the Contractor for lost profits because of a Stop Work Order issued under Section 11.1, Stop Work.

11.4 Notice and Right to Cure

If the Contractor breaches the Contract, and Wayne RESA, in its sole discretion, determines that the breach is curable, Wayne RESA will provide the Contractor notice of the breach and a period of at least thirty (30) days to cure the breach. Wayne RESA does not need to provide notice or an opportunity to cure for successive or repeated breaches or if Wayne RESA determines, in its sole discretion, that a breach poses a serious and imminent threat to the health or safety of any person or the imminent loss, damage, or destruction of any real or tangible personal property.

11.5 Termination for Cause

(a) Wayne RESA may fully or partially terminate this Contract for cause by notifying the Contractor if the Contractor: (i) breaches any of its material duties or obligations (including a Chronic Failure to meet any SLA); or (ii) fails to cure a breach within the time period specified in a notice of breach provided by Wayne RESA

(b) The Contractor must pay all reasonable costs incurred by Wayne RESA in terminating this Contract for cause, including administrative costs, attorneys' fees and court costs, and any additional costs Wayne RESA incurs to procure the deliverable(s) from other sources. Re-procurement costs are not consequential, indirect, or incidental damages, and cannot be excluded by any other terms otherwise included in this Contract, provided the costs are not in excess of 50% more than the prices for the Deliverable(s).

(c) If Wayne RESA partially terminates this Contract for cause, any charges payable to the Contractor will be equitably adjusted to reflect those deliverable(s) that are terminated. Wayne RESA must pay for all deliverable(s) for which final acceptance has been granted before the termination date. Any services or related provisions of this Contract that are terminated for cause must cease on the effective date of the termination.

(d) If Wayne RESA terminates this Contract for cause and it is determined, for any reason, that the Contractor was not in breach of the Contract, the termination will be deemed to have been a termination under Section 11.6, Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in that Section.

11.6 Termination for Convenience

Wayne RESA may fully or partially terminate this Contract for its convenience if Wayne RESA determines that a termination is in Wayne RESA's best interest. Reasons for the termination are within the sole discretion of Wayne RESA and may include: (a) Wayne RESA no longer needs the deliverable(s) specified in this Contract; (b) a relocation of office, program changes, or changes in laws, rules, or regulations make the Deliverable(s) no longer practical or feasible for Wayne RESA; (c) unacceptable prices for Contract changes; or (d) falsification or misrepresentation, by inclusion or non-inclusion, of information material to a response to any solicitation issued by Wayne RESA Wayne RESA may terminate this Contract for its convenience by giving Contractor notice at least 30 days before the date of termination. If Wayne RESA chooses to terminate this Contract in part, any charges payable to the Contractor must be equitably adjusted to reflect those deliverable(s) that are terminated.

11.7 Termination for Criminal Conviction

Wayne RESA may terminate this Contract immediately and without further liability or penalty if the Contractor, an officer of the Contractor, or an owner of a

25% or greater share of the Contractor is convicted of a criminal offense related to a Wayne RESA, public, or private Contract or subcontract.

11.8 Rights and Obligations upon Termination

(a) If Wayne RESA terminates this Contract for any reason, the Contractor must:

(i) stop all work as specified in the notice of termination;
(ii) take any action that may be necessary, or that Wayne RESA may direct, to preserve and protect deliverable(s) or other Wayne RESA property in the Contractor's possession;
(iii) return all materials and property provided directly or indirectly to the Contractor by any entity, agent, or employee of Wayne RESA;
(iv) transfer title in and deliver to Wayne RESA, unless otherwise directed, all deliverable(s) intended to be transferred to Wayne RESA at the termination of the Contract (which will be provided to Wayne RESA on an "As-Is" basis except to the extent Wayne RESA compensated the Contractor for warranty services related to the materials);
(v) to the maximum practical extent, take any action to mitigate and limit potential damages, including terminating or limiting subcontracts and outstanding orders for materials and supplies; and
(vi) take all appropriate action to secure and maintain Wayne RESA information confidentially.

(b) If Wayne RESA terminates this Contract under Section 11.6, Termination for Convenience, Wayne RESA must pay the Contractor all charges due for deliverable(s) provided before the date of termination and, if applicable, as a separate item of payment, for work-in-progress, based on a percentage of completion determined by Wayne RESA All completed or partially completed deliverable(s) prepared by the Contractor, at the option of Wayne RESA, become Wayne RESA's property, and the Contractor is entitled to receive equitable compensation for those deliverable(s). Regardless of the basis for the termination, Wayne RESA is not obligated to pay or otherwise compensate the Contractor for any lost expected future profits, costs, or expenses incurred with respect to deliverable(s) not actually completed.
(c) If Wayne RESA terminates this contract for any reason, Wayne RESA may assume, at its option, any subcontracts and agreements for deliverable(s), and may pursue completion of the deliverable(s) by replacement contract or as Wayne RESA deems expedient.

11.9 Reservation of Rights

In the event of any full or partial termination of this contract, each party reserves all rights or remedies otherwise available to the party.

11.10 Contractor Transition Responsibilities

If this Contract terminates under, Termination by Wayne RESA, the Contractor must make reasonable efforts to transition the performance of the work, including all applicable equipment, services, software, and leases, to Wayne RESA or a third party designated by Wayne RESA within a reasonable period of time that does not exceed 30 days from the date of termination. The Contractor must provide any required reports and documentation.

11.11 Termination by Contractor

If Wayne RESA breaches the contract and the Contractor, in its sole discretion, determines that the breach is curable, the Contractor will then provide Wayne RESA with notice of the breach and a time period (not less than thirty (30) days) to cure the breach.

The Contractor may terminate this Contract if Wayne RESA: (a) materially breaches its obligation to pay the Contractor undisputed amounts due; (b) breaches its other obligations to an extent that makes it impossible or commercially impractical for the Contractor to complete the deliverable(s); or (c) does not cure the breach within the time period specified in a notice of breach. The Contractor must discharge its obligations under Section 4.10, Dispute Resolution, before it terminates the contract.

12. Additional Contract Terms

12.1 COVID and ARPA Federal Requirements

Wayne RESA has sought to obtain federal funding to augment its response to the COVID-19 pandemic. Attachment B includes regulatory provisions and clauses as required under 2 C.F.R. 200 and other federal regulations associated with the federal funding being provided under this Contract and is attached and incorporated by reference herein to the Master Agreement/Contract (the "Contract").

ATTACHMENT A – PRICING

1. Pricing includes all costs, including but not limited to, any one-time or set-up charges, fees, travel, maintenance, and potential costs that the Contractor may charge (e.g., shipping and handling, per piece pricing, and palletizing).

Tier (number of students)	Monthly Price (per student)	Monthly Price (per student) Multi-year Paid Upfront Discount	Annual Price (per student)	Annual Price (per student) Multi-year Paid Upfront Discount
Discount (monthly and annual)		$0.02		$0.29
Tier 1 = 20,000 to 50,000	$0.34	$0.32	$4.00	$3.71
Tier 2 = 50,001 – 100,000	$0.34	$0.32	$4.00	$3.71
Tier 3 = 100,001 – 150,000	$0.34	$0.32	$4.00	$3.71
Tier 4 = 150,001 – 200,000	$0.34	$0.32	$4.00	$3.71
Tier 5 = 200,001 – 250,000	$0.34	$0.32	$4.00	$3.71
Tier 6 = 250,001 – 300,000	$0.32	$0.30	$3.82	$3.53
Tier 7 = 300,001 – 350,000	$0.32	$0.30	$3.82	$3.53
Tier 8 = 350,001 – 400,000	$0.32	$0.30	$3.82	$3.53

ATTACHMENT B - COVID & ARPA FEDERAL REQUIREMENTS

I. Procurement Policy

Procurement for Wayne RESA has provided a transparent, open, and fair opportunity for all eligible Contractors to participate. This bid has been made without collusion with any other person, firm or corporation making any bid or proposal, or who otherwise makes a bid or proposal. The Contractor must have available Contract or purchase order with the required approvals to receive payment for goods or services rendered. If the Contractor performs any work without a valid Contract or purchase order, the Contractor will not be paid.

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council as authorized by 41 U.S.C. § 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

II. Bonds and Insurance Requirements

Receipt of bonds and/or insurance is part of the process of determining which Contractor may be recommended for award to the Board. If cause is found to change the recommendation that a Contractor be awarded the contract, or if the Board does not approve the recommendation, Wayne RESA shall not be liable for any costs incurred by the Contractor in the bid process, including the cost of acquiring bonds and/or insurance. This Section is applicable only to Contracts pertaining to construction or facility improvement.

III. Equal Employment Opportunity

Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. Part 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. Part, 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. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor".

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take

affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(c) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(d) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(f) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government Contracts or federally assisted construction Contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

(h) Wayne RESA further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if Wayne RESA so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Contract. Wayne RESA agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. Wayne RESA further agrees that it will refrain from entering into any Contract or Contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government Contracts and federally assisted construction Contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, Wayne RESA agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this contract; refrain from extending any further assistance to Wayne RESA under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Wayne RESA; and refer the case to the Department of Justice for appropriate legal proceedings.

IV. Federal Compliance

(a) Consistent with the Davis-Bacon Act (40 U.S.C. §§ 3141-3148), the parties agree all transactions regarding this Contract shall be done in compliance with the Davis- Bacon Act (40 U.S.C. §§ 3141- 3144, and §§ 3146-3148) and the requirements of 29 C.F.R. Part 5 as may be applicable. The Contractor shall comply with 40 U.S.C. §§ 3141-3144, and §§ 3146-3148 and the requirements of 29 C.F.R. Part 5 as applicable.

i. 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. Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”).

ii. 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.
iii. 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.
iv. The Act provides that the contractor 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.
v. This subsection (a) is applicable only to the extent the Contract pertains to construction work.

(b) Consistent with the Copeland Anti-Kickback Act, the parties agree as follows:

a. The Contractor must report all suspected or reported violations to Wayne RESA and 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. Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

b. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Contract.

c. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these Contract clauses.

d. A breach of the Contract clauses above may be grounds for termination of the Contract, and for debarment as a Contractor and subcontractor as provided in 29 C.F.R. § 5.12.

e. The Act provides that the contractor 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.

f. This subsection (b) is applicable only to the extent the Contract pertains to construction work,

(c) Consistent with the **Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708)**, the parties agree as follows:

1. 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. Part 5).
2. 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.
3. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

    a. No Contractor or subcontractor Contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

    In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

    b. Wayne RESA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such Contract or any other Federal Contract with the same prime Contractor, or any other federally-assisted Contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

    c. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be

responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

d. This subsection (c) is applicable only to the extent the Contract is for a sum greater than One Hundred Thousand and 00/100 Dollars ($100,000.00),

(d) Consistent with the **Clean Air Act (42 U.S.C. §§ 7401-7671q.)** and the **Federal Water Pollution Control Act (33 U.S.C. §§ 1251-1387)**, the parties agree as follows:

a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

b. The Contractor agrees to report each violation to Wayne RESA and understands and agrees that the Contractor will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

c. The Contractor agrees to include these requirements in each subcontract in excess of $150,000. Contract shall ensure each subcontract include provisions that requires 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).

d. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

e. The Contractor agrees to report each violation to Wayne RESA and understands and agrees that Wayne RESA will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

f. This subsection (d) is applicable only to the extent the Contract is for a sum greater than One Hundred Fifty Thousand and 00/100 Dollars ($150,000.00),

(e) Consistent with the **Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352, as amended)**, the parties agree as follows:

Each tier must also 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.

a. Contractors who apply or bid for an award exceeding $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not 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.

b. Each tier shall also 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.(J) See §200.323., (K) See §200.216., (L) See §200.322. [78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]

c. This subsection (e) is applicable only to the extent the Contract is for a sum greater than One Hundred Thousand and 00/100 Dollars ($100,000.00),

(f) Debarment and Suspension.

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 governmentwide 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. part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 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.

a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by Contractor. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Contractor, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

c. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(g) Procurement and Recovered Materials.

a. In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: (i) competitively within a timeframe providing for compliance with the Contract performance schedule; (ii) meeting Contract performance requirements; or (iii) at a reasonable price.

b. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

(h) Prohibition of Certain Telecommunication Services and Equipment.

a. Recipients, subrecipients or contractor are prohibited from obligating or expending loan or grant funds to (i) procure or obtain; (ii) extend or renew a contract to procure or obtain; or (iii) enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

ii. Telecommunications or video surveillance services provided by such entities or using such equipment.

iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

b. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

c. See Public Law 115-232, section 889 for additional information. See also §200.471.

(i) Records Requirements.

a. The Contractor agrees to provide Wayne RESA, the FEMA Administrator, and the Comptroller General of the United States, and any other authorized representative access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transactions.

b. The Contractor agrees to permit any of the foregoing parties to reproduce, by any means whatsoever, or to copy excerpts and transcriptions as reasonably required.

c. The Contractor agrees to provide the FEMA Administrator, Wayne RESA and the Federal awarding agency or authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

d. In compliance with the Disaster Recovery Act of 2018, Wayne RESA and the Contractor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

e. This subsection (i) is applicable only to Contracts pertaining to construction or facility improvement.

(j) Domestic Preferences for Procurements.

a. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products this award.

i. For purposes of this section: (i) “produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; and (ii) “manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(k) Federal Acquisitions Regulation Compliance.

a. All transactions regarding this Contract and subject to the applicable law shall be done in compliance with the Federal Acquisitions Regulations guidance 6.302-2 (unusual and compelling urgency. The Contractor shall comply with 10 U.S.C. § 2304(c)(2) or 41 U.S.C. §

3304(a)(2), as well as Title 2 C.F.R. 200(e) as applicable, which are incorporated by reference into this Contract and quoted in full below:

(a) Authority.

(1) Citations: 10 U.S.C. § 2304(c)(2) or 41 U.S.C. § 3304(a)(2).
(2) When the agency's need for the supplies or services is of such an unusual and compelling urgency that the Government would be seriously injured unless the agency is permitted to limit the number of sources from which it solicits bids or proposals, full and open competition need not be provided for.

(b) Application. This authority applies in those situations where-

(1) An unusual and compelling urgency precludes full and open competition; and
(2) Delay in award of a contract would result in serious injury, financial or other, to the Government.

(c) Limitations.

(1) Contracts awarded using this authority shall be supported by the written justifications and approvals described in 6.303 and 6.304. These justifications may be made and approved after contract award when preparation and approval prior to award would unreasonably delay the acquisition.
(2) This statutory authority requires that agencies shall request offers from as many potential sources as is practicable under the circumstances.

(d) Period of Performance.

(1) The total period of performance of a contract awarded or modified using this authority-
(i) May not exceed the time necessary:
(A) To meet the unusual and compelling requirements of the work to be performed under the contract; and
(B) For the agency to enter into another contract for the required goods and services through the use of competitive procedures; and

(ii) May not exceed one year, including all options, unless the head of the agency determines that exceptional circumstances apply. This determination must be documented in the contract file.

(2) (i) Any subsequent modification using this authority, which will extend the period of performance beyond one year under this same authority, requires a separate determination. This determination is only required if the cumulative period of performance using this authority exceeds one year. This requirement does not apply to the exercise of options previously addressed in the determination required at paragraph (d)(1)(ii) of this section. (ii) The

determination shall be approved at the same level as the level to which the agency head authority in paragraph (d)(1)(ii) of this section is delegated.

(3) The requirements in paragraphs (d)(1) and (2) of this section shall apply to any contract in an amount greater than the simplified acquisition threshold.

(4) The determination of exceptional circumstances is in addition to the approval of the justification in 6.304.

(5) The determination may be made after contract award when making the determination prior to award would unreasonably delay the acquisition.

b. This subsection (i) is applicable only to Contracts involving the receipt of Federal Transit Administration funding.

(l) 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, subrecipient or contractor 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 must comply with the requirements of 37 C.F.R. Part 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.

ATTACHMENT C –RFP REQUIREMENTS AND PROPOSER'S RESPONSE

Attachment C, encompasses the complete set of requirements as outlined in the Request for Proposal (RFP) **WRESA-09-2023-2024-10** and the corresponding response submitted by **Care Solace, Inc.** The proposer's response, included herein, details how the proposer intends to satisfy the RFP requirements and is incorporated into the contract as a binding commitment. The contents of this attachment form an integral part of the contract and should be read in conjunction with the other contractual documents as specified in the Order of Precedence (Section 5.6 of the contract). The RFP requirements and the proposer's response are to be used as a baseline for performance expectations and deliverable standards throughout the duration of the contract.

1.4 Deliverables, Objectives, and Services

B. The vendor will be responsible for delivering a range of mental health services tailored to the needs of K-12 students, including those with diverse backgrounds, abilities, and needs. These services may include but are not limited to the following:

1. Coordination of care with school staff and external agencies.

Care Solace has a long history of supporting the mental health needs of K-12 students and their families, as well as the District staff and their families. With a presence in more than 11% of US K-12 districts, Care Solace has a proven model for care coordination with school staff and external agencies.

Care Solace is a mental health care coordination service on a mission to improve access to care, regardless of circumstances. We work alongside schools to help their students, staff, and families quickly find mental health or substance use treatment providers matched to their unique needs. Care Solace provides timely connections to available, ethical, and quality mental health care service providers in the community. Care Solace offers a streamlined matching process so students, staff and their families can find the right provider, the right level of care, at the right time. With Care Solace, the Wayne Regional Educational Service Agency (WRESA) will expand equitable access to care for Wayne County school districts no matter the need, language, income level, insurance, or lack thereof.

Members of the Care Solace Care Companion team do not provide any form of diagnosis, treatment or assessment.

[redacted]

[redacted]

Care Solace's three main services: Care Loop®, Care MatchTM, and Care CompanionsTM will address all of the deliverables outlined in the RFP and expand on the Wayne Regional Educational Service Agency's existing support structures. All services are confidential and accessible 24/7/365 and can be accessed remotely via phone or device with the phone coverage or internet and do not require any special equipment or access speed.

Care Loop® is FERPA compliant proprietary software through which authorized staff submit Warm Handoff® referrals which include contact information of a person in need of mental health care or substance use treatment. Care Solace's team will contact the primary person as designated by district staff - a parent, legal guardian or other adult primary contact to find the right provider, the right level of care, at the right time. Referring staff members see real-time updates on the progress of referrals. Care Loop includes an administrative dashboard with live anonymized data on the community's mental health needs and key performance indicators.

Care CompanionsTM provide empathetic, personal support that deescalates families in crisis, lowers stigma and expedites connection to well-matched care. The team is available by phone, email or text 24 hours per day, 7 days per week, 365 days per year, and can coordinate care in over 200 languages. They contact Warm Handoff referrals within 15-30 minutes, unless a specific preferred time is noted. Care Companions are dedicated advocates, helping people looking for treatment every step of the way; finding providers based on needs, making calls to confirm availability and specialties, scheduling appointments, and following up to see if appointments are attended and if Care Solace and provider services meet expectations. They will assist in locating additional providers if needed.

Prior to connecting an individual with a resource, they will verify that the provider matches the needs of the individual and will make reasonable efforts to confirm that the provider has been through our verification process. Care Companions will research options based on: language; insurance: free, low cost, or private pay options; treatment modalities; preferences for cultural identity; religious background; or gender of a therapist.

Care Companions are experienced in care coordination and customer service - supporting individuals in need from diverse cultural and socioeconomic backgrounds - and navigating the mental health and insurance systems. [redacted]

[redacted] Care Companions are not licensed mental health professionals and will not diagnose, assess, evaluate, or render treatment. The Care Companion Team is not a crisis response team. Care Companions will be available and work directly with students and families to connect them with mental health and substance use treatment providers. The team is supervised by our licensed mental health team which manages complex needs and escalated cases.

Care MatchTM is a self-service 24/7/365 online portal that provides an anonymous way for individuals to find care matched to their needs. Care Solace will create and operate a proprietary custom link to Care MatchTM, branded for WRESA and each individual participating school district, allowing authorized users to access our robust proprietary database of local and statewide mental health care providers serving all pathways of care. From any cell phone, mobile device or computer, WRESA and each individual participating school districts' students, staff, and their families can confidentially search Care Solace's proprietary database in any language. They will be matched to verified community providers based on their needs and preferences including mental health concern(s), wait, availability, insurance or financial needs, type of preferred treatment, language or other preferences for care such as proximity, gender or cultural identity of therapist, faith-based services or LGBTQIA+ allied services.

2. Weekly video calls with a mental health coach.

The Care Solace Care Companion team is led by clinicians. Each of those is dedicated to specific school districts/counties/states. A video call with the clinical team and the district is available as needed upon request.

3. 24/7 text capability with 24 hour response time.

The Care Solace Care Companion team is available 24/7/365 via text, call, video call, or email. We commit to a 24 hour response time. The response to a call or text is immediate and email response is within 24 hours.

4. Guided step-by-step resources to support parenting and family mental health.

Care Solace Care Companions support parents and family mental health through many resources: content, webinars, and professional resources.

5. Confidential help.

All support is confidential including for Staff members who utilize the service.

C. The vendor must demonstrate:

1. Proven experience in delivering effective services aimed at addressing mild to moderate health needs of preK-12 students.

Care Solace has proven experience in delivering effective services aimed at addressing mild to moderate health needs of K-12 students, as well as proficiency in delivering evidence-based, culturally sensitive, and developmentally appropriate interventions.

[redacted]

2. Proficiency in delivering evidence-based, culturally sensitive, and developmentally appropriate interventions.

Care Solace services in Wayne County will demonstrate impact, as well as evidence-based and culturally relevant interventions across age, ethnicity, and insurance, thus removing barriers to care. We have proficiency in delivering culturally sensitive, and

[redacted]

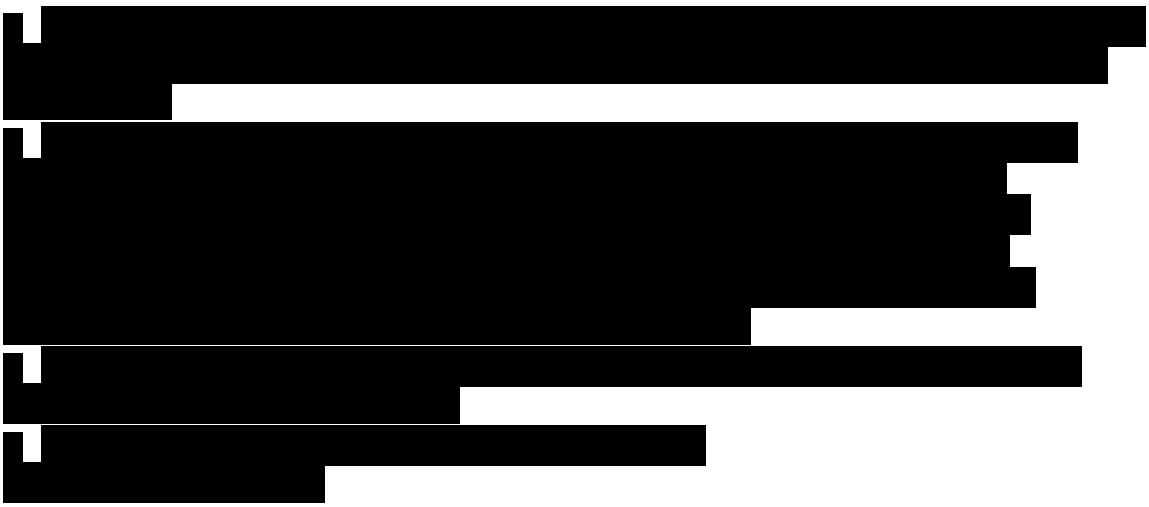
[redacted]

3. Effective collaboration capabilities with schools, districts, families, and community organizations.

Care Solace serves more than 5.5 million students, over thirteen million family members and the staff members of more than 850 K-12 school districts.

Care Solace's positive impact on the communities we serve are reflected in our numbers: 13 million mental health support interactions and 350,000+ hours saved on behalf of counselors and staff in K-12 districts.
Care Solace's ongoing cultivation of verified providers includes community based organizations and resources. Our Provider Research and Development Team regularly updates our database to ensure that it contains extensive options and the most recent information on providers. Care Solace maintains high standards for verifying and including providers in our database. We make reasonable efforts to have each treatment provider we identify as a potential match have been through our verification process. For providers and organizations, Care Solace seeks to confirm the following:

[redacted]



Care Solace does not have a financial relationship with any community providers and does not pay or collect monies to/from providers, or have any agreement in place to promote mental health resources, and does not accept advertisements or sponsorship sales. This allows us to have an unbiased and objective approach to identifying providers for individuals in need.

4. **Provision of confidential services and supports in compliance with all applicable regulations including HIPAA and FERPA.**

Care Loop® is FERPA compliant proprietary software through which authorized staff submit Warm Handoff® referrals which include contact information of a person in need of mental health care or substance use treatment. In keeping with confidentiality and consent, Care Solace's team will contact the primary person as designated by district staff- a parent, legal guardian or other adult primary contact to find the right provider, the right level of care, at the right time. Referring staff members see real-time updates on the progress of referrals. Care Loop includes an administrative dashboard with live anonymized data on the community's mental health needs and key performance indicators. In the event of working with adults who are not students, we will obtain a HIPAA authorization prior to collecting or disclosing any protected health information.

5. **Compliance with all relevant licensing, accreditation, and insurance requirements.**

Care Solace is in compliance with all licensing, accreditation and insurance requirements in all states where it delivers services.

1.4.2 Training

Proposer must describe the following:

1. Any on-demand educator support resources.
2. How you will provide orientation, implementation, training, and ongoing technical support for efficient utilization of offered services.
3. On-going customer service.
4. Key differentiators in service offerings, account management, and value-added services proposed by your company.
5. Your approach to meeting the requirements and a description of any services you are proposing to provide as part of your proposal.

1. Any on-demand educator support resources.

Care Solace has on-demand resources that support clinicians, counselors, educators, parents, and students.

A. Content

a. In partnership with the Natural High Foundation, we engage influencers, educators, and peer groups to help young people discover those core activities in their lives that uplift, inspire, and motivate them — to find their 'Natural High' rather than using alcohol or drugs. We provide content and action steps that are easy, fun, and effective. We share materials and curriculum that meets Common Core standards. The Natural High curriculum is aligned to the Common Core State Standards (CCSS) as well as National Health Education Standards (NHES). The activities are designed to develop student understanding about the consequences of drug and alcohol abuse and also to support students in learning and practicing strategies to make healthy decisions. Additionally, many of the activities help students develop advocacy for self and others. All storyteller videos have discussion questions and recommended activities. Our Scope and Sequence outlines all of our activities with alignment to our storyteller videos, CCSS and NHES standards, as well as the six Natural High Principles.

- Storytelling is powerful. And effective. The 4-6 minute videos are dynamic, high-quality and personal stories that deliver life-changing messages to students. Research has shown that youth behavior change can be dramatically influenced by the right messaging. Playlists contain popular Storytellers, paired with discussion questions and activities for kids in grades 6-12.
- We've designed interactive ways to go deeper into concepts shown by the storytellers in the videos. Each story has specific activities tied to the story that naturally follow the discussion. We also have a library of activities that can be used after any storyteller video.

- Pursue Your Natural High
- Embrace Positive Peer Influence
- Cultivate Mentor Relationships
- Believe In Yourself
- Set Goals
- Develop Resilience

B. Information

a. Written and video content on mental health conditions with topics that include, but are not limited to:

- Am I Depressed?
- Anxiety
- Anxiety Disorders
- Binge Eating Disorder
- Bipolar Disorder
- Coping With Stress
- Cutting & Self-Injury
- Depression: What You Need to Know
- Eating Disorders
- Fears and Phobias
- Going to a Therapist
- How Can I Get Help in a Crisis?
- How Can I Help a Friend Who Is Depressed?
- How Can I Improve My Self-Esteem?
- How Can I Stop Cutting?
- How to Heal After Trauma
- I Think I Have a Mental Health Problem. Who Can I Talk To?
- I'm Thinking of Suicide. How Can I Get Help?
- Obsessive-Compulsive Disorder (OCD)
- Posttraumatic Stress Disorder
- Seasonal Affective Disorder (SAD)
- Social Anxiety
- Suicide
- Therapy for ADHD
- Trichotillomania (Hair Pulling)
- What Should I Do if I Think I Have Bipolar Disorder?
- Why Do People Get Depressed?

C. Topics for parents including, but not limited to:

- About Teen Suicide
- ADHD
- ADHD and School
- ADHD Medicines
- Binge Eating Disorder
- Biting
- Breath-Holding Spells
- Compulsive Exercise
- Cutting and Self-Harm
- Delayed Speech or Language Development
- Disciplining Your Child
- Helping Kids Cope With Cliques
- Helping Kids Deal With Bullies
- Helping Teens Who Self-Harm
- Helping Your Child Heal After Trauma
- Kids and Smoking
- Meal Support for Eating Disorders (Video)
- Obsessive-Compulsive Disorder
- Parenting a Child With ADHD
- Parenting a Teen With ADHD
- Pica
- Sexting: What Parents Need to Know
- Soiling (Encopresis)
- Steroids
- Stuttering
- Talking to Your Child About Drugs
- Talking to Your Kids About Alcohol
- Taming Tempers
- Teaching Kids Not to Bully
- Teaching Your Child Self-Control
- Teaching Your Child to Be a Good Sport
- Temper Tantrums
- Therapy for ADHD
- Toilet Training
- Understanding Cliques
- Understanding Your Child's Eating Disorder (Video)
- Your Child's Habits

c. Topics about emotions

- 9 Ways to Boost Your Child's Self-Esteem
- Answering Questions About Sex
- Anxiety Disorders

- Body Dysmorphic Disorder (BDD) in Kids and Teens
- Childhood Depression: What Parents Need to Know
- Childhood Fears and Worries
- Childhood Stress: How Parents Can Help
- Competitive Sports: Helping Kids Play it Cool
- COVID-19: How to Support Your Child's Mental Health
- Cutting and Self-Harm
- Cyberbullying
- Depression in Teens: How Parents Can Help
- Disasters: How Families Can Help
- Eating Disorders
- Helping Kids Deal With Bullies
- Helping Kids When They Worry
- Helping Your Child During Treatment for Depression (Video)
- Helping Your Child Heal After Trauma
- Helping Your Child Manage Anxiety (Video)
- I Love My New Baby. So, Why Am I Sad?
- I'm Pregnant and in an Abusive Relationship. How Can I Get Out?
- Is Your Child Depressed? (Video)
- Postpartum Depression
- Posttraumatic Stress Disorder (PTSD)
- Preparing Your Child for a New Sibling
- Relaxation Techniques for Kids With Serious Illness
- Seasonal Affective Disorder (SAD)
- Separation Anxiety
- Sexual Orientation
- Sibling Rivalry
- Stress Center
- Taking Care of Your Mental Health During Pregnancy
- Taking Your Child to a Therapist
- Teaching Kids About Their Bodies
- Tips for Divorcing Parents
- Underage Drinking: What Can Parents Do?
- When a Loved One Dies: How to Help Your Child
- When a Pet Dies
- Your Child's Self-Esteem

C. Care Companions

a. With a simple call, a Care Companion is available on demand to assist with accessing resources and navigating care.

D. Clinicians
   a. Through the triage process, a Care Companion can access a clinician on-demand to support a client.
   b. Pre-recorded webinars prepared by our clinicians discussing mental and behavioral health topics.

2. How you will provide orientation, implementation, training, and ongoing technical support for efficient utilization of offered services.

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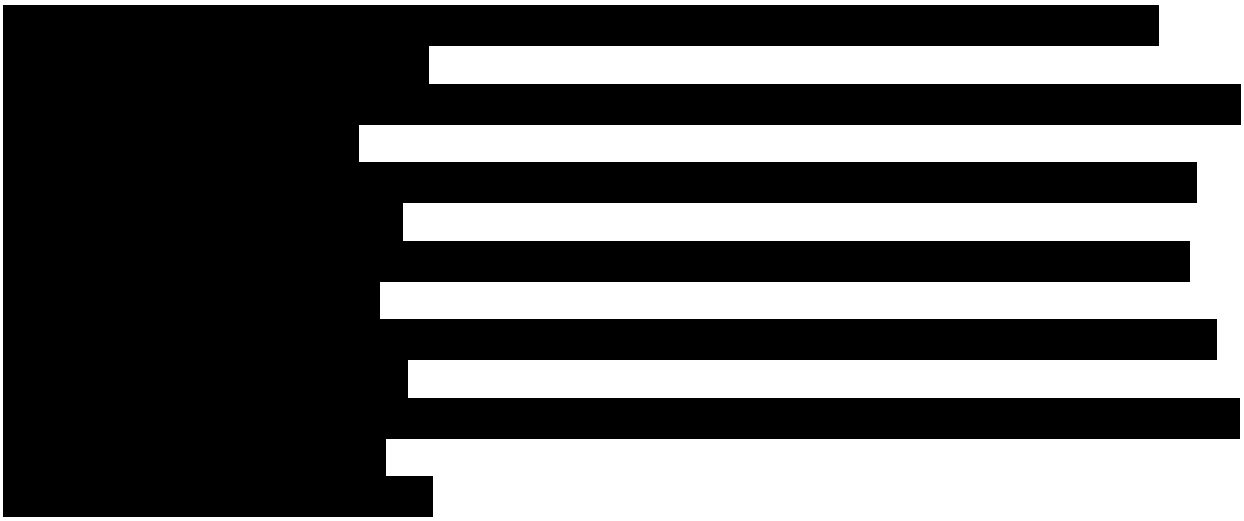

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Quarterly Update Meetings - Quarterly After Implementation
Care Solace will also offer regular meetings no less than quarterly to provide services and updates with the principal contact(s) for the school district(s).

Administrative Dashboard Review - Ongoing
At any time, administrators and designated users can access their Care Loop administrative dashboard to review real-time data on community mental health needs and KPIs including communications, appointments, referrals, anonymous searches, insurance, treatment types requested and community provider

Specific Data Requests - Ongoing
Additional data as requested including; time to match, time to appointment, providers by type, satisfaction with providers, feedback from Care Loop users, and from community members who utilize the Care Companion services

NPS Survey - Ongoing
Care Solace regularly surveys staff and community users. Staff users receive surveys after first Warm Handoff of the year, and also quarterly. Community users receive it based on service they received from Care Companions and experience with a provider if relevant.

NPS Survey Follow-up - Ongoing
Care Solace follows up with anyone who gives feedback that is less than highly satisfied, rating us with a score of 8 or below out of 10 to determine how we can improve our services or their experience

3. Ongoing Customer Service

[redacted]

[redacted]

4. Key differentiators in service offerings, account management, and value-added services proposed by your company.

Some key differentiators include:

- Coordination of care for all levels of acuity, including high severity, in-patient
- Care Coordination for children as young as pre-k
- Service available 24/7/365 in 200+ languages
- Real-time impact reporting including KPIs on:
  - Total utilization, number of users, total communications, confirmed appointments, type of needs, anonymous searches, Warm Handoff referrals from staff, insurance pathways utilized for services, and primary community-based mental health

[redacted]

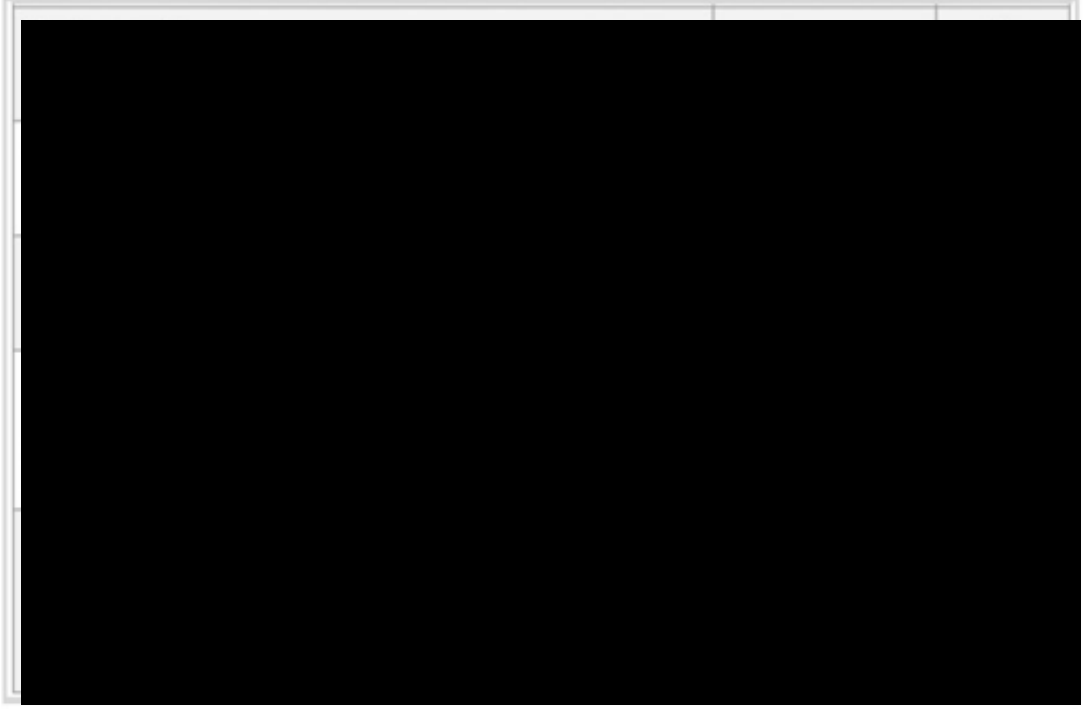
5. Your approach to meeting the requirements and a description of any services you are proposing to provide as part of your proposal.

[redacted]

WAYNE RESA Leading... Learning for All | SERVICE LEADERSHIP COLLABORATION

CoPro+ Collaborative Procurement PLUS financial return

MAC



Important to note that all of Care Solace's services are designed to be intuitive and easy to use and do not require any integration. We offer trainings to help school staff understand each aspect of our services and how best to leverage them within their setting and community however users report being able to easily understand the system and easily refer and live track connection to community providers.

specialties, scheduling appointments, and following up to see if appointments are attended and if Care Solace and provider services meet expectations. They will assist in locating additional providers if needed.

Prior to connecting an individual with a resource, they will verify that the provider matches the needs of the individual and will make reasonable efforts to confirm that the provider has been through our verification process. Care Companions will research options based on: language; insurance: free, low cost, or private pay options; treatment modalities; preferences for cultural identity; religious background; or gender of a therapist.

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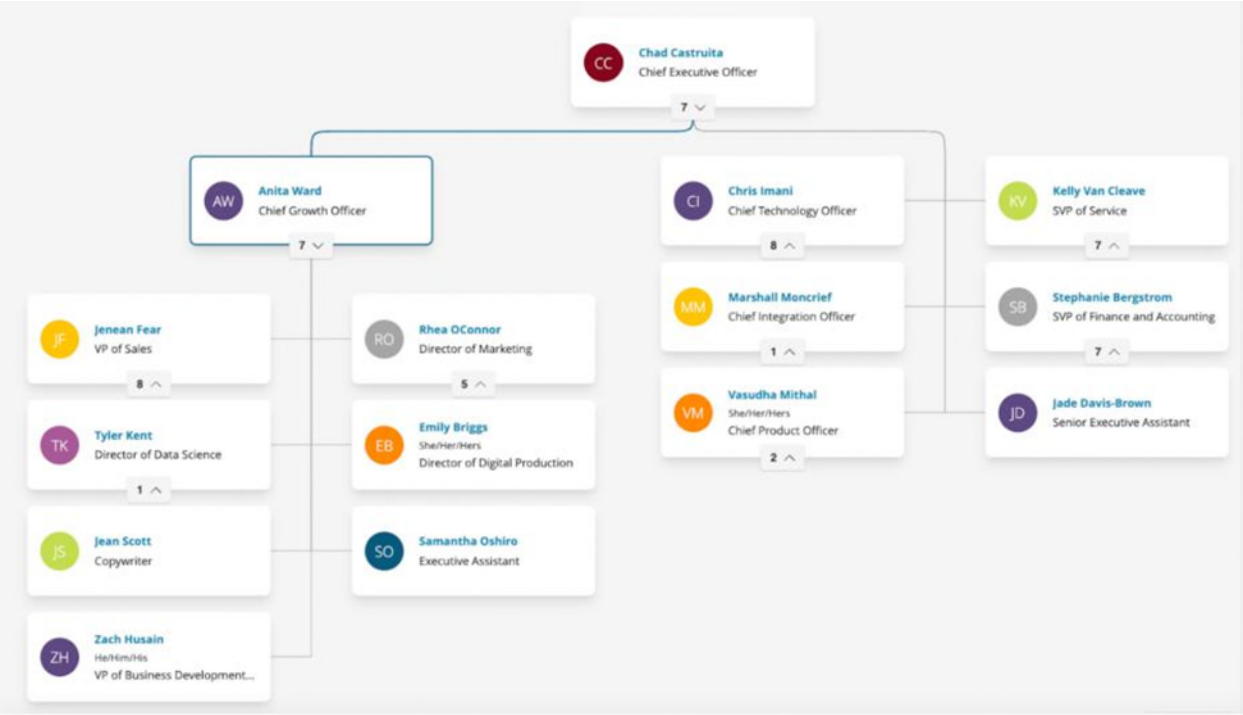
1.10 Management and Staff

Proposer must provide an organization chart. Please attach as a separate document labeled as "Org Chart"


Chad Castruita
Chief Executive Officer
7
Anita Ward
Chief Growth Officer
7
Chris Imani
Chief Technology Officer
8
Kelly Van Cleave
SVP of Service
7
Marshall Moncrief
Chief Integration Officer
1
Stephanie Bergstrom
SVP of Finance and Accounting
7
Vasudha Mithal
She/Her/Hers
Chief Product Officer
2
Jade Davis-Brown
Senior Executive Assistant
Jenean Fear
VP of Sales
8
Rhea OConnor
Director of Marketing
5
Tyler Kent
Director of Data Science
1
Emily Briggs
She/Her/Hers
Director of Digital Production
Jean Scott
Copywriter
Samantha Oshiro
Executive Assistant
Zach Husain
He/Him/His
VP of Business Development...