

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

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and MindBeacon Health Inc., 175 Bloor St. E., Suite 801, North Tower, Toronto, ON M4W 3R8 Canada (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Teletherapy Services from which Supplier was awarded a contract.

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

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires December 27, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Intentionally Omitted.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Intentionally Omitted.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. **PARTICIPATION.** Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. **PUBLIC FACILITIES.** Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. **ORDERS AND PAYMENT.** To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be

negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

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

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

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

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

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

The Supplier will submit payment to Sourcwell for two percent (2%) multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcwell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcwell's banking institution per Sourcwell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcwell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their

respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*

- a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
 - b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.
5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.
- B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.
- C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.
- D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

- \$500,000 each accident for bodily injury by accident
- \$500,000 policy limit for bodily injury by disease
- \$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

- \$1,000,000 each occurrence Bodily Injury and Property Damage
- \$1,000,000 Personal and Advertising Injury
- \$2,000,000 aggregate for Products-Completed operations
- \$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

- \$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:
\$2,000,000 per claim or event
\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
\$2,000,000 per occurrence
\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial

general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report

all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R.

§180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

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

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

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

MindBeacon Health Inc.

DocuSigned by:
Jeremy Schwartz
By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer

DocuSigned by:
Karen Adams
By: B70843B2E97A466...
Adam Kelly
Title: President and Chief Commercial Officer,
Canada

Date: 1/25/2022 | 1:09 PM CST

Date: 1/27/2022 | 5:29 AM PST

Approved:

DocuSigned by:
Chad Coauette
By: 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO

Date: 1/27/2022 | 7:35 AM CST

RFP 102821 - Teletherapy Services

Vendor Details

Company Name: MindBeacon Health Inc
Does your company conduct business under any other name? If yes, please state: MindBeacon
Address: 175 Bloor St E 8th floor
Toronto, Ontario M4W 3R8
Contact: MindBeacon Proposals
Email: proposals@mindbeacon.com
Phone: 647-641-4080
HST#:

Submission Details

Created On: Wednesday October 06, 2021 08:16:07
Submitted On: Thursday October 28, 2021 12:06:08
Submitted By: MindBeacon Proposals
Email: proposals@mindbeacon.com
Transaction #: 62cf7209-cdbb-4830-bf94-b004bafa28d8
Submitter's IP Address: 24.201.106.46

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

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

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	MindBeacon Health Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	There are no subsidiary entities of MindBeacon
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	MindBeacon
4	Proposer Physical Address:	175 Bloor St. E Suite 801 North Tower, Toronto, ON M4W 3R8 Canada
5	Proposer website address (or addresses):	www.mindbeacon.com
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Colin Andersen, Executive Vice President 175 Bloor St. E Suite 801, North Tower, Toronto, On M4W3R8 416-931-7570 colin.andersen@mindbeacon.com
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Colin Andersen, Executive Vice President 175 Bloor St. E Suite 801, North Tower, Toronto, On M4W3R8 416-931-7570 colin.andersen@mindbeacon.com
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Nancy Tinsley, Consultant, nancy.tinsley@mindbeacon.com, 440-655-1346. Gina Nicola, Consultant, gina@ginanicola.com, 216-333-8535 33270 Lake Rd, Avon Lake OH 44012

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>For nearly 20 years, CBT Associates, through the clinical leadership of Dr. Peter Farvolden, has provided evidence-based treatment to those living in Ontario through an extensive network of clinics and telepsychology. The initial goal was to grow CBT Associates' in-clinic services to meet the ever-growing demand for mental health care in Canada, however, it became clear that – due to factors such as cost, accessibility and stigma – traditional clinical care would not meet the needs of all Canadians who need mental health care. Instead, we turned to technology to help more individuals access quality, evidence- based mental health support. MindBeacon was born out of a commitment to make effective mental health treatment accessible to all, and this has become our mission.</p> <p>Beginning in 2015 a comprehensive analysis was conducted to determine the barriers to accessing mental health services. Armed with knowledge of recent technology advancements in CBT care in other countries, and with a keen desire to change the status quo for the better, CBT Associates embarked on the design and development of MindBeacon, a therapist-assisted, internet-delivered Cognitive Behavioural Therapy ("iCBT") platform. The introduction of MindBeacon represented a new modality of evidence-based treatment and the first commercially available product of its kind in the Canadian market. The creation of the MindBeacon platform and its digital application, connecting regulated health professionals with their patients, delivers a course of evidence-based treatment in a way that achieves symptom reduction for patients comparable to results seen through in-person or telepsychology in traditional care. This has fundamentally changed access to mental health treatment for Canadians.</p> <p>While our therapist guided iCBT program continues to be the cornerstone of MindBeacon, we have been expanding our service offering to better support Canadians, no matter where they are in their mental health journey. We recognize that when it comes to mental health there is not a one-size-fits-all approach, and part of our expanding continuum of care is to connect patients, students and employees with the right services for their specific needs/preferences. Broadening our services promotes accessibility, inclusivity and effectiveness, and we've seen significantly renewed interest from other organizations in the professional services space as a result. We look forward to sharing more with you about our leading iCBT program, as well as some of our other services which we feel will match SourceWell Participating Entities needs well.</p> <p>MindBeacon's unique approach brings together current technology and clinical expertise to transform how virtual mental healthcare is delivered and accessed across Canada. It is used in both public and private sector settings, having developed innovative stepped-care programs for national employers, health care providers, post-secondary institutions, first responders, major hospitals, and insurance companies alike. MindBeacon filed as a public company completing its IPO in December 2020 and this year, we expect to provide therapy support and treatment to approximately 50,000 Canadians.</p>
10	What are your company's expectations in the event of an award?	Considerations around expectations of SourceWell: Sourcewell will provide endorsement on our behalf, along with the appropriate contact information and organization background of Participating Entities. We expect a service implementation time period of a minimum of 180 days (8 weeks in Canada) with Participating Entities engaging in a second stage procurement.
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Our working capital (Excluding deferred revenue), as of June 30, 2021 was \$58.0 million. See attached financial statements.
12	What is your US market share for the solutions that you are proposing?	MindBeacon is currently initiating services in the US therefore there is no current marketshare.
13	What is your Canadian market share for the solutions that you are proposing?	Our market share of the serviceable addressable \$3.4B Canadian market thusfar is 0.66%.
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No
15	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Our organization would be best described as a health service provider. MindBeacon has developed and owns the rights to all the content and protocols used to administer mental health therapy that would be provided as part of this RFP. This provision of these services would be mainly completed by sales/clinical employees of MindBeacon or contractors who have an agreement with MindBeacon. We work with all of the major insurance carriers who provide our supports a part of extended health benefits as well as with reseller organizations and referring partners in all parts of the health care ecosystem.
16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including professional staff, third parties, and subcontractors that you use) in pursuit of the business contemplated by this RFP.	The MindBeacon clinicians, whether full time or contracted, are subject to and compliant with the licensing requirements of their professional specialty and location (eg. A social worker must be licensed in the province/state in which the patient being treated resides). Clinicians also go through criminal background checks and meet our post-secondary education requirements.
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None.

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
18	Describe any relevant industry awards or recognition that your company has received in the past five years	Online guided therapy is relatively new to Canada (~2017) but has had success in the UK and Australia. MindBeacon submitted a request to Health Quality Ontario (HQO) for Therapist Assisted internet delivered Cognitive Behavioral Therapy (TAiCBT), our primary offering at the time, to be reviewed under the Ontario Health Technology Advisory Committee (OHTAC) process. HQO has a legislated mandate to make evidence-based recommendations to the Minister of Health and Long-Term Care on which health care services and devices should be publicly funded. In 2018 we submitted our solution to Health Quality Ontario (HQO) for a Health Technology Assessment. The Canadian Agency for Drugs and Technologies in Health (CADTH) joined the review. HQO and CADTH did a joint study and both reviews (2019) recommended that TAiCBT is effective. Both CADTH and HQO have used our data in their evaluations of TAiCBT, with both recommending public funding based on the effectiveness and cost-effectiveness of this modality
19	What percentage of your sales are to the governmental sector in the past three years	60%
20	What percentage of your sales are to the education sector in the past three years	<1.0%
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Ontario Health Agency TAiCBT (Therapist Assisted internet based Cognitive Behavioral Therapy Vendor of Record \$5m 2020, \$12M 2021
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Ontario Health Agency TAiCBT (Therapist Assisted internet based Cognitive Behavioral Therapy Vendor of Record \$5m 2020, \$12M 2021

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
Ontario Health	Steve Mathew	416 705 7027
Town of Whitby	Rasul Kassam	905 430-4300, x 2828
Red River College	Breanna Sawatzky	204-793-0984
Hydro Ottawa	Donna Burnett Vachon	613-266-9050

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
Ontario Health Agency on behalf of Ministry of Health	Government	ON - Ontario	Free MindBeacon TAiCBT available to all Ontario residents via self-referral or hospital referral	Accessible by 14M residents – averaging 2000 cases per month	\$5m 2020, \$12m 2021
Wellness Together Canada	Government	ON - Ontario	Free MindBeacon TAiCBT via referral during COVID across Canada as part of a federal initiative	250 cases per annum	\$125,000
Revenue Quebec	Government	QC - Quebec	Employee mental health support	200 cases	\$100,000
Hydro Ottawa	Government	ON - Ontario	Employee mental health support	700 covered employees	\$25,000
Solicitor General	Government	ON - Ontario	Employee mental health support	8400 covered lives	\$240,000

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *	
25	Sales force.	Commercial team of 25 located in Canada and US	*
26	Dealer network or other distribution methods.	Direct employer contracts, insurance carrier and resellers for extended health benefits, government contracts and public sector Vendor of Record. Referral partners in all parts of the health care ecosystem (primary, acute, community and post-secondary wellness)	*
27	Service force.	300 regulated full time and contracted clinicians across Canada (psychologists, psychotherapists, and registered social workers)	*
28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	MindBeacon contracts with funding partners using fee for service and/or subscription models. Eligible users (patients, employees, students, general population) access services by self-referral through organization-specific landing pages, websites or via MindBeacon.com. They can also be referred by their HR departments, occupational health and safety, student wellness centres or health care hubs such as hospital mood clinics or individual clinicians. MindBeacon assists by providing easy to access tools for users (info sheets with links) and referrers (portals and links to pass along).	*
29	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	MindBeacon assigns a dedicated Account Executive per client who oversees launch, ongoing communications, training, reporting and ongoing liaison. Individual users are supported by our live chat agent and Client Experience team including support services available 12 hours per day (phone and email support, troubleshooting, etc).	*
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	The US market includes the Midwest and Southwest for 2022 and the ability to expand into other states in 2023. Midwest: MA, IO, WI, IL (Minnesota, Iowa, Wisconsin, Illinois) Southwest: NV, UT, AZ, CO (Nevada, Utah, Arizona, Colorado)	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	MindBeacon already operates coast to coast to coast in Canada with employer, governments of all levels, academic and health sector partners. We have an existing network of registered clinicians in all provinces and territories.	*
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	The US market includes the Midwest and Southwest for 2022 and the ability to expand into other states in 2023. We service all of Canada. Midwest: MA, IO, WI, IL (Minnesota, Iowa, Wisconsin, Illinois) Southwest: NV, UT, AZ, CO (Nevada, Utah, Arizona, Colorado)	*
33	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	We support all sectors.	*
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	For the states we are offering services there are no specific contract requirements or restrictions. As a health provider, we comply with individual provincial regulatory college requirements	*

Table 7: Marketing Plan

Line Item	Question	Response *
35	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>We use content marketing to help educate our prospects on both the importance of workplace mental health and working with MindBeacon. We routinely host webinars and create pieces of content that a prospect can attend or download. Once we have their contact information and permission to communicate with them, we have automated email sequences and business development rep outreach that nurtures them until they are ready to purchase.</p> <p>Here are some samples of events and content we have done in the past for lead capture:</p> <p>https://www.mindbeacon.com/insights-for-hrleaders/what-are-the-biggest-challenges-employersface-when-it-comes-to-high-quality-mental-health-support</p> <p>https://www.mindbeacon.com/insights-for-hrleaders/primary-drivers-to-launch-mental-health-programs-for-hr-leaders</p> <p>https://info.mindbeacon.com/the-puzzle-of-poor-workplace-mental-health</p> <p>Sample Marketing Material</p> <p>Workplace Mental Health Brochure: https://fs.hubspotusercontent00.net/hubfs/3927801/Brochure-MindBeacon-Workplace-Mental-Health-Program.pdf</p> <p>The Puzzle of Poor Workplace Mental Health eBook: https://fs.hubspotusercontent00.net/hubfs/3927801/MindBeacon-Starts-With-Me-The-Puzzle-of-Poor-Workplace-Mental-Health.pdf</p> <p>Sample Guided CBT Program Brochure: https://fs.hubspotusercontent00.net/hubfs/3927801/Workplace-Mental-Health-TGP/Download-MindBeacon-Managing-Alcohol-Use-Program-Brochure.pdf (This is for our Managing Alcohol Use Program, but we have similar info for each of our programs)</p> <p>Marketing Videos:</p> <p>How are you feeling: https://mindbeacon-1.wistia.com/medias/ufvjwcdxhm</p> <p>How it works/What to Expect: https://mindbeacon-1.wistia.com/medias/wgcbds1u9c</p> <p>Commercial Spots relating to different demographics: https://mindbeacon-1.wistia.com/medias/kg8rjuko https://mindbeacon-1.wistia.com/medias/kabomb03c https://mindbeacon-1.wistia.com/medias/wq1ga081ts</p>
36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>We have a robust CRM and marketing automation technology in place so that we can manage all organizations' digital interaction with our brand across our website and social media. This ensures that we have a common view into each organization and that an organization dealing with MindBeacon has consistent experience no matter who they are interacting with.</p> <p>Our social media accounts across all platforms are constantly monitored and updated and we've built large and highly engaged communities on each platform. These are all linked to our marketing automation and CRM tool. We routinely do targeted advertising to specific organizations and segments on LinkedIn, Facebook and the Google Display Network (GDN) using data analytics.</p> <p>We are continually improving our website experience so that interested organizations can find the information that they need and easily connect with someone to help them. In November 2021 we will be releasing web chat to help with answering questions while on our website.</p>
37	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>Sourcewell's Role</p> <p>We hope that Sourcewell will be able to provide us with a list of current organizations/participating entities and the names and contact information (email, phone) for key HR, Wellness and/or benefits decision makers at that organization.</p> <p>We also suggest adding "Mental Health" to the drop down for Health & Science as the category does not fit well into the other sections. We would provide information on MindBeacon for the landing page that would be accessed from that site.</p> <p>We would also love the opportunity to publish an announcement of the new MindBeacon & Sourcewell relationship on your news section of your website https://news.sourcewell-mn.gov/. We would publish a similar announcement on our news site (https://www.mindbeacon.com/news-media) and promote it on our LinkedIn (https://www.linkedin.com/company/mindbeacon)</p> <p>We also regularly publish great content on workplace mental health and could create a regular stream of content that can be shared with member organizations via your Sourcewell blog and social media platforms. (https://news.sourcewell-mn.gov/sourcewell-blog/). To access some examples of our workplace content you can read it here: https://www.mindbeacon.com/insights-for-hrleaders We would also request Sourcewell to promote some of our webinars and resources as well.</p> <p>Incorporating it into the MindBeacon Sales Process:</p> <p>Once we are notified of a new Sourcewell-awarded contract we will enter the organization details into our internal CRM. If contact information is provided our Business Development team will do an outreach to provide preliminary information about our services to the new organization. That organization will be assigned in our CRM to a dedicated Business Development contact who will be their main point of contact going forward. All interactions with the organization are tracked and managed in our CRM to ensure a consistent experience for the contacts.</p>
38	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>We do not have an e-procurement ordering process. This is because each Workplace Mental Health program is customized to the organization's demographics and needs.</p>

Table 8: Value-Added Attributes

Line Item	Question	Response *
39	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	As part of our launch process, MindBeacon provides training to management, referrers, case managers, peers/champions and informational support for users/patients/employees via webinars, online materials, and archived resources. Core content is standard, with partners having the option to opt for customized or more frequent content (eg webinars) at an additional cost.
40	Describe any technological advances that your proposed products or services offer.	By necessity, COVID has advanced user, referrer and funder acceptance of virtual health services including digital mental health services. North America lags the UK and Australia in adoption of TAIcBT and virtual mental health. MindBeacon examined lessons learned in other jurisdictions, the research literature and experience in our own clinics as a living lab to create an effective, affordable, and accessible array of supports, now available to address capacity shortages, remote and rural area, underrepresented and marginalized groups. We collect extensive data, that demonstrates equivalent effectiveness to first line treatments but at a fraction (1/5th) the cost of traditional treatments, with substantially reduced time to treatment and the right care. This leads to better use of the health care system and broader economic benefits from improved employee productivity.
41	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>As our therapy services are all offered digitally, therefore our clients do not need to travel to appointments. This in itself significantly reduces carbon emissions related to travel. In some rural areas, clients would have to drive for hours to see a therapist and now they can access one from the comfort of their home with absolutely no travel.</p> <p>Our digital therapy platform is hosted on Microsoft's Azure database which is up to 98 per cent more carbon efficient than using a traditional enterprise data center. For more information on how our platform data center is reducing energy use you can access it here: https://azure.microsoft.com/en-ca/global-infrastructure/sustainability/#environmental-impact</p> <p>MindBeacon Therapist Guided iCBT is provided in a sustainable manner. All of our content is online so no waste. Our online digital program reduces carbon emissions. We provide online learning and educational materials which results in service delivery and also provide staff engagement all online, another sustainable opportunity. The health outcomes of our users are likely to require fewer hospital admissions and/or emergency department visits, thus reducing care-associated emissions further.</p>
42	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Not applicable to MindBeacon services.
43	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	We recently presented on the topic of Diversity, Equity and Inclusion of our therapy services to senior leaders at organizations across Canada. You can watch the recording here: https://www.mindbeacon.com/insights-for-hrleaders/what-are-the-building-blocks-of-an-inclusive-workplace-mental-health-program
44	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>MindBeacon's Guided CBT Program (TAiCBT) and Live Therapy Programs provide effective and cost-effective, easy to access, progress-driven therapy with Return to Work features that identify and treat both the mental health condition and functional impairment.</p> <p>MindBeacon Differentiators making us a perfect fit;</p> <p>Clinical and treatment:</p> <ul style="list-style-type: none"> • Broadest range of evidence-based protocols – anxiety, depression, stress; only one with PTSD proven record; comorbidities (pain, insomnia, substance use) • Proven results and published data – all ages, genders, symptom severities (mild to severe) • Only iCBT provider that can render a diagnosis • Most personalized – Assessment and throughout therapy • Faster onboarding - fewer steps (no appointment required) • Patient is paired with a single registered therapist • Stepped care model: Step out/step up; triage to right care – working with referrers/circle of care • 24/7 crisis support • Largest cross-Canada network of registered therapists • Clinically effective – as effective as first line treatments (medication; in-person); high fidelity to treatment • Outcomes driven – DSM-V assessment and clinically validated outcome measures <p>Client Centred, Accessible and convenient- remote/rural underserved areas; claimants don't have to make appointments nor travel to them</p> <p>Cost:</p> <ul style="list-style-type: none"> • Cost-effective – 1/5th the cost of traditional in-person therapy • ROI – pays for itself in reduced absenteeism; 10X+ when factoring in presenteeism and claims • Stay at work and return to work content and proven outcomes – e.g., 17% reduction in duration of leave; 37% reduction in absence <p>Technology:</p> <ul style="list-style-type: none"> • Canadian designed, developed and housed – largest TAIcBT project in Canada (over 25,000 in therapy) • Scalable, Leading edge technology • Innovative & Insightful: ever evolving protocols and predictive analytics

Table 9: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
45	Describe any performance standards or guarantees that apply to your services	We can onboard eligible patients/employees/users within 2 to 5 business days. Depending on the service, therapists respond to user messages within 1 or 2 business days. We have customer support services available 8am to 8pm ET.
46	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	Website continuity 99.9% up time. third party crisis counselling access and information 24/7/365. Availability of solution 99.9%. 95% of page response times less than or equal to 5 seconds. 95% of page response times less than or equal to 120 seconds.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
47	Describe your payment terms and accepted payment methods?	<p>Billing Cycle</p> <p>Invoices will be prepared and submitted by MindBeacon 10 days following the last day of the month for the tasks completed in the month.</p> <p>It is expected that billing statements will be approved or rejected within fifteen (15) Business Days of receipt of the statement and payment will be made within thirty (30) Business Days of such approval. If more information is required to substantiate the billing, MindBeacon is to be advised promptly in writing.</p> <p>Interest will be charged on any payments that are overdue by 60 days or more at the rate of 1.5% per month</p> <p>We would be open to discussing a quarterly billing cycle as well as diagnostic and stay-at-work/return-to-work employee programs.</p> <p>We currently accept payments via cheque or EFT.</p>
48	Describe any leasing or financing options available for use by educational or governmental entities.	Not Applicable
49	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	SLA to be negotiated with Participating Entity, sample uploaded.
50	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	No, we currently do not have a P-card procurement or payment process.

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *
51	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Our pricing, as presented in the uploaded attachment, varies depending on the program and program options used. We use a variety of fee for service and per person per month subscription models. Please see uploaded MindBeacon US and Canada Sourcwell pricing document.
52	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	As noted in our pricing document, pricing varies based on program and service mix with discounts negotiable for larger populations.
53	Describe any quantity or volume discounts or rebate programs that you offer.	As noted in our pricing document, pricing varies based on program and service mix with discounts negotiable for larger populations.
54	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Not applicable
55	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Non-standard or customized or outdated systems may require extraordinary implementation costs (eg.system interface, third party threat and privacy risk assessments).
56	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	Not applicable
57	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Not Applicable
58	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Not applicable

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
59	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Both options a and b apply. As noted in the attached pricing document, pricing varies between programs and program options used. Discounts negotiable for larger populations. As such, ultimate pricing may be better than currently provided to government and purchasing departments. Please see uploaded pricing document for our fee-for-service and per person per month subscription pricing options.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
60	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcwell. This process includes ensuring that Sourcwell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcwell. Provide sufficient detail to support your ability to report quarterly sales to Sourcwell as described in the Contract template.	We manage each contract within our contract compliance and audit program. This includes elements such as contract specifications, pricing, billing, sales reporting and deliverables. MindBeacon has an extensive billing, reporting and validation process in place with Ontario Health, an agency of the government of Ontario as an example of our readiness to implement. We provide monthly and quarterly billing and reporting to our partners, noting that MindBeacon provides aggregated, deidentified data to protect personal health information and in compliance with privacy/data laws/agreements and patient consent
61	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Signed contracts, leads, second stage procurements, utilization of services, geographic reach, user demographics, clinical outcomes, covered lives.
62	Identify a proposed administrative fee that you will pay to Sourcwell for facilitating, managing, and promoting the Sourcwell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	- 1% with SourceWell providing endorsement letter, company name and appropriate contact of influence - 4% (per deal) with more Sourcwell support to MindBeacon in marketing efforts, brokering a minimum of 50 intro calls

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

Line Item	Question	Response *
63	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>MindBeacon's suite of services are available from coast to coast to coast for individuals who have access to a computer/phone/tablet and the Internet. People can access our supports wherever they feel comfortable – at home, work, school, community centre, or library. Our supports are available in both English and French and are fully compliant with privacy and accessibility acts. Our offerings provide a mix of one-time, short, and ongoing interventions. All are evidence based, and progress driven to integrate outcomes with delivery, and designed to address the unique needs of each individual user as illustrated in the attached diagram titled "MindBeacon Continuum of Care" (under additional documents).</p> <p>MindBeacon and its offerings, including TAiCBT, can be integrated into various parts of the mental health care continuum, from early intervention through to relapse prevention, in selfguided and therapist assisted interventions. Recognizing that there is not a one-size-fits-all approach to mental health, MindBeacon provides an array of accessible, affordable and effective supports aimed at overcoming common barriers to care of stigma, affordability, geography and scheduling. These supports include our treatment programs -Therapist Guided Program (TAiCBT) and Live Therapy– as well as our other supports - Stronger Minds/Self-Care, Peer to Peer Support, 24/7 Crisis texting and Mental Health Navigation. MindBeacon also offers stay at work and return to work focused supports through our Workplace Mental Health programs. Programs and protocols are designed with the aim of helping users develop lifelong coping and resilience skills. We use Cognitive Behavioral Therapy and employ evidence-based protocols for mood and anxiety disorders, stress management, trauma, alcohol use, health anxiety and chronic illness/pain and insomnia.</p>
64	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>The Assessment Tool</p> <p>MindBeacon has always been focused on measurement-based care, going back to our roots in in-clinic psychology led practices. With the help of leading subject matter experts, the MindBeacon assessment was designed to replicate what takes place in a high-quality intake interaction with a mental health professional, including optional diagnostic assessment. Our comprehensive proprietary tool was designed to follow the DSM-5 (Diagnostic and Statistic Manual of Mental Disorders) and uses over 30 clinically validated assessment / screening tools to help identify condition-specific severity and risk. It can be chosen as a standalone service or in concert with therapy offerings. The assessment tool is deployed in an online format and is both desktop and mobile optimized for easy user experience on any device. It is available 24/7 and available in either French or English. Once a patient has registered an account, they will be invited to start the assessment. A simple click through in the platform launches the assessment, which can be completed in one sitting or multiple, based on patient preference. The assessment generally takes approximately 30-45 minutes, depending on patient specific context. Our online self-assessment has many provider and system advantages. It enables better triage and matching of the patient to the right services and accelerating time to treatment. Furthermore, we have seen that the comprehensiveness of our assessment means that we have to do clarifying calls with <3% of the patients in our non-diagnostic pathway, generally to confirm severity of substance abuse, identify the primary issue in complex cases and to acquire missing information. Other patients can be assigned a care pathway and onboarded into treatment with a therapist with relevant background quickly and efficiently. This substantially frees up human and financial resources to be deployed elsewhere. Based on the outcome of the initial assessment, the therapist will continue to have the patient complete condition specific tools (e.g., PHQ-9, GAD-7) on a weekly basis as part of the treatment plan. This is a mandatory part of the treatment program to permit a measurement-based care approach to treatment and to be able to assess any potential risk, such as disengagement, symptom deterioration and risk of harm. We use this feedback to inform and personalize the patient's care based on what is working well or could be changed specific to the individual's unique and developing needs.</p> <p>Therapist Guided Program (TAiCBT) MindBeacon's Therapist Assisted Cognitive Behaviour Therapy (TAiCBT) was developed between 2015 and 2017, with broad deployment in 2017/2018. It was built under the clinical leadership of Dr. Peter Farvolden (PhD, CPsych) and a team of psychologists out of the CBT Associates Toronto-based clinic practice, which continues to operate today under the MindBeacon Group of Companies. As a practice committed to evidence-based outcomes, the TAiCBT solution was built, developed, and continuously tested in clinic environments, under the clinical supervision of Dr. Farvolden and team. Today MindBeacon's TAiCBT is offered nationally in Canada in English and French and has supported ~50,000 people since its inception with proven clinical outcomes and high patient satisfaction. Every participant is assigned a dedicated therapist who will support them for up to 12 weeks of therapist-guided Cognitive Behavioural Therapy care. This therapist will personalize a unique care path for the participant and provide ongoing support. By aligning each participant with a single therapist, they build a strong therapeutic alliance. Each therapist works closely with their patients, continually curating tools and materials based on feedback received through messaging, worksheets, or clinical scales completed by the patient. During therapy, participants have unlimited messaging capabilities with their therapist on an asynchronous basis, corresponding at their convenience, with no appointments required. Therapists will respond to all messages within 1-2 business days. Outcome measures (symptom, satisfaction) are collected regularly and used to inform the patient's course of therapy. Therapy is guided by a dedicated Registered Social Worker and includes unlimited messaging between therapist and the patient. Therapy is progress-driven, measured by clinically validated outcome measures. Programs offer up to 12 weeks of treatment but are designed (based on research and real-world experience) to offer strong clinical value based on an average of 6-8 weeks in active treatment. MindBeacon therapists also proactively communicate with participants to encourage engagement, provide feedback, or update them on the addition of new personalized content. After discharge, participants continue access to the platform and contents for the balance of 12 months for maintenance and relapse prevention. All of the key components of MindBeacon's TAiCBT solution – rigorous assessment, dedicated 1:1 therapist, evidence-based protocols, progress driven care, personalized patient journeys, relapse prevention – were selected drawing upon observed experience in other countries using online CBT, as well as research and literature identifying elements that lead to sustained symptom improvement.</p> <p>We currently offer TAiCBT programs for all of the following conditions: • Depression • Generalized Anxiety • Panic • Social Anxiety • Post-Traumatic Stress • Alcohol Use • Health Anxiety • Insomnia • Pain • Stress & Resiliency • Chronic Illness • Other Trauma including sexual and child abuse, workplace, military, and first responders This enables us to provide evidence-based treatment for over 75% of mental health concerns that present in primary care. We are continuously developing new protocols to expand MindBeacon's ability to help address mental health problems, with obsessive compulsive disorder scheduled for release soon.</p>

		<p>Unlike most other iCBT programs. MindBeacon's TAiCBT platform has been designed to allow therapists to offer a high level of personalized therapy, based on each patient's unique needs, goals and conditions. This means that a therapist can draw from any of the content and protocols in the platform to create a highly personalized experience for each person. This is important in effective treatment, as patients rarely present with just one condition. As an example, over 80% of patients that have depression indicated as the primary condition, also have content (e.g., readings, videos, exercises) pulled from other protocols set to support patient and treatment goals. MindBeacon is continuously using aggregate data and patient feedback to improve the TAiCBT solution to offer better overall user experience (engagement and satisfaction) and better clinical outcomes. Our 2021/2022 roadmap includes the following: • Implementing FHIR • Improving interoperability with circle of care • Using AI to better inform onboarding and treatment • Automation tools to simplify onboarding and enable faster time to treatment • More multi-modal content delivery (audio/video) • Push notifications in platform to improve patient engagement</p> <p>• Improved assessment flow to improve user experience TAiCBT programs can also include the option for a diagnostic call as well as return to work/disability management components.</p> <p>Live Therapy (Virtual) MindBeacon has a national Canadian network of Registered Social Workers and Psychologists that provide virtual therapy through a phone or video-based platform embedded in the MindBeacon platform. Services are available in French and English. All clinicians and therapists are in good standing with their respective colleges and are trained in a diverse set of clinical approaches and can support / treat a vast range of conditions, including, but not limited to the issues listed under our iCBT programs. Therapy and treatment services range from single-session support through to highly structured therapy for moderate and severe conditions. All services are monitored for the highest level of quality and include outcomes reporting (measurement-based care) for appropriate services. All services are also monitored for user satisfaction and therapeutic alignment (key indicator of patient / therapist match). Live Therapy enables employees and patients to talk 1:1 with a therapist of their choice whenever and wherever convenient to them. Sessions can be one-time or multiple sessions and are problem/issue oriented depending on the employee's unique needs.</p> <p>Mental Wellness Content We provide the MindBeacon community (all eligible members and their families) with access to highly curated psychoeducational content (written, audio, video), live interactive Q&A sessions with our clinical leaders, recorded webinars, reliable mental health information from experts, articles, shared experiences, Ask a Therapist and monthly webinars and more. It is highly credible and reliable content to help everyone address the stresses of today and tomorrow. Content that matters to the reader. Reliable information is the first step in protecting people from the risks of more serious episodes and conditions down the road. MindBeacon Mental Wellness Resources are emailed monthly via an electronic newsletter to all members and is available on-demand via our website.</p> <p>Peer-to-Peer Support (Canada) In partnership with Togetherall, the largest peer-to-peer support community in the world, MindBeacon integrates access and referrals to peer-to-peer support as an important part of the continuum of care. Peer-to-peer offers a clinically moderated, safe, and anonymous place for people to reach out at any stage of their mental health journey but can be particularly impactful in providing early-stage support. Peer-to-peer support is available to individuals and their family members.</p> <p>24/7 Crisis Texting (Canada) All users have access to 24/7 crisis text line through Kids Help Phone. This text line is for all ages.</p> <p>Workplace Mental Health MindBeacon can also provide program and protocols customized for disability and absence management contexts as well as comorbid mental health and stay at work/return to work concerns (SAW/RTW). Using work-focused protocols, treatment content emphasizes enhancing motivation, work-related behaviours and thoughts, and problem solving and provides a quantified view of each employee's level of function as well as barriers to recovery and work participation. Our approach focuses on early intervention to reduce incidence and duration of claims for employees experiencing primary or comorbid mental health issues.</p>
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Table 14B: Depth and Breadth of Offered Equipment Products and Services

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

Line Item	Category or Type	Offered *	Comments	
65	Speech, Occupational, or Physical Therapy	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
66	Psychology, Social Work, or Special Education Services	<input checked="" type="radio"/> Yes <input type="radio"/> No	Via Online Guided CBT as well as virtual Live Therapy	*
67	Behavioral, Emotional, or Mental Health Counseling	<input checked="" type="radio"/> Yes <input type="radio"/> No	Via Online Guided CBT as well as virtual Live Therapy	*
68	Deaf and Hard of Hearing, Visual Impairment, and Sign Language Interpreter Services	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
69	Assessment or Diagnostic Services	<input checked="" type="radio"/> Yes <input type="radio"/> No	Via Online Guided CBT as well as virtual Live Therapy	*
70	Management, administration, personnel, tools, equipment, supplies, reporting, technical assistance or support, training, and technology related or incidental to the offering of the solutions described in Lines 65 - 69 above.	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*

Table 15: Industry Specific Questions

Line Item	Question	Response *
71	Describe your screening process for pairing service providers with patients or clients for teletherapy services.	In Canada, each patient is paired with their own licensed mental health therapist for the duration of their therapy from a network of approximately 65 clinical psychologists and approximately 270 Masters level RSWs and psychotherapists across the country. Patients are able to view therapists profiles and/or request therapists with particular backgrounds or expertise (eg. Ethnicity or religious background, LGBTQ+). We are initiating a similar process in the US.
72	Describe your method of delivery for proposed teletherapy services (e.g., secure video connection, web portal, online chat, two-way live video, other).	<p>Scheduling / Access In our suite of services access to patients are a priority. We have several options for patients to access information, a therapist or for peer-to-peer engagement:</p> <ul style="list-style-type: none"> • TAiCBT: Patients can message their therapist, access their work and review content on the platform 7/24/365 as convenient for them, no appointments involved. Their therapist will return messages within 1-2 business days. Our therapists work flexible hours and set their own start/end times. • Virtual Live Therapy: Patients can pick a date and time that works for them. They will book a scheduled time with their therapist of choice and choose whether they would like to connect by video or phone. • Mental Wellness Resources: a self-guided website with mental health resources that is available 7/24/365. There will be an "Ask a Therapist" component on the website. • Peer-to-Peer: Access to the anonymous peer-to-peer online community is available 7/24/365 <p>All services can be accessed wherever there is wifi, on phone, tablet or PC (IOS, Android and all major browsers).</p>
73	Describe how your organization maintains security of patient data and alignment to applicable legal, regulatory, or professional requirements, if any.	<p>Privacy and Security MindBeacon uses its secure platform to provide health care services to patients across Canada. In addition to the mental health services that MindBeacon provides to its patients, MindBeacon provides platform solutions and services to other healthcare providers and organizations to support them in meeting the needs of their patients. As a custodian with experience in complying with privacy legislation for the healthcare services it provides, MindBeacon has a strong orientation and capacity to understand and comply with relevant privacy legislation and regulations for itself as a custodian and for its clients who are variously subject to PHIPA, FIPPA and in some cases PIPEDA. MindBeacon patients are required to provide informed consent at each phase of their journey through the MindBeacon program (e.g., before creating an account, prior to assessment being reviewed and then again before entering treatment). Each consent details what PHI will be collected, the purpose for collection, how the patients data may be used and processes for consent management.</p> <p>External assessments and examinations (SOC2, Threat Risk Assessment and Privacy Impact Assessments) are performed by third party industry specialists. Privacy and security policy documents are available upon request, including disaster recovery and business continuity information. As part of qualifying for the Ontario Health province-wide VOR we have been extensively privacy impact and threat risk assessed</p> <p>MindBeacon employs registered and regulated therapists who are additionally bound by the requirements of their regulatory colleges.</p>
74	Describe licensures, degrees, and/or certifications your teletherapy professionals maintain.	MindBeacon only uses registered health professionals who are subject to the requirements of their regulatory colleges. We require them to be in good standing and also undertake our own training and quality assurance. Accountability for all therapists and clinical delivery / clinical operations resides with the Chief Clinical Officer, Dr. Lori Ann Blessing (PhD, CPsych). Our model for therapist supervision is highly structured and includes a regional leadership structure.

Exceptions to Terms, Conditions, or Specifications Form

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

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one ipped file. If the ipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - Table 11-51 - MindBeacon Sourcewell pricing (Canada and US).pdf - Thursday October 2 , 2021 11:55:52
- [Financial Strength and Stability](#) - Financial Strength and Stability - MindBeacon Holdings Interim Q2 2021 Financial Statements.pdf - Wednesday October 27, 2021 16:31:0
- [Marketing Plan/Samples](#) - MindBeacon Marketing Plan Samples. ip - Wednesday October 27, 2021 15:36:02
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information (optional)
- Standard Transaction Document Samples (optional)
- [Upload Additional Document](#) - MindBeacon Sourcewell Additional Documents. ip - Thursday October 2 , 2021 11:54:36

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Colin Andersen, Executive Vice President, MindBeacon Health Inc

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

Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_5_Teletherapy_Services_RFP_102821 Thu October 21 2021 04:36 PM	<input checked="" type="checkbox"/>	1
Addendum_4_Teletherapy_Services_RFP_102821 Thu October 14 2021 05:32 PM	<input checked="" type="checkbox"/>	1
Addendum_3_Teletherapy_Services_RFP_102821 Wed October 6 2021 02:15 PM	<input checked="" type="checkbox"/>	1
Addendum_2_Teletherapy_Services_RFP_102821 Mon October 4 2021 01:23 PM	<input checked="" type="checkbox"/>	5
Addendum_1_Teletherapy_Services_RFP_102821 Wed September 15 2021 02:20 PM	<input checked="" type="checkbox"/>	2