



**VIRGINIA BEACH CITY PUBLIC SCHOOLS**  
CHARTING THE COURSE

*Department of Teaching and Learning*

**MEMORANDUM**

TO: Donald E. Robertson Jr., Ph.D., Superintendent

FROM: Danielle E. Colucci, Ed.D., Chief Academic Officer  
Robert B. Jamison, Executive Director of Student Support Services

SUBJECT: Contract Approval - Contract #10028 - Mental Health Telehealth Student Services

DATE: September 19, 2025

**Contract Details**

- Initial Term Start Date: 10/03/2025      End Date: 06/30/2026
- Does the contract include renewal options: No
- Renewal Options (if applicable): No renewal options are available, due to the cooperative contract terms.
- Total Contract Amount (For Term contracts, provide estimated amount): \$255,000
- Procurement Method (if applicable): Cooperative Contract from the Virginia Department of Education – 201-OPE-25-001-UWI

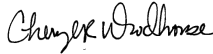
**Scope of Work**

For the third consecutive year, Virginia Beach City Public Schools (VBCPS) has been awarded a school-based mental health (SBMH) grant from the Department of Behavioral Health and Developmental Services. This year the scope of the grant is limited to providing mental telehealth services.

**Justification**

Virginia Beach City Public Schools is committed to supporting student wellbeing, behavioral, emotional, and mental health. By contracting with Uwill, an approved vendor included in the Virginia Department of Education SBMH telehealth contract, VBCPS will be able to provide immediate teletherapy appointments, crisis interventions, and dedicated wellness programming aligned with the needs of the community. These services will serve as an extension of the planned actions outlined in Goal 2 of the new strategic framework, Compass to 2030.

**Approval Signatures**

Approved as to Content:   
\_\_\_\_\_  
Cheryl R. Woodhouse, Chief of Staff

Approved: Donald E. Robertson, Jr.  
Donald E. Robertson, Jr. (Sep 22, 2025 16:50:28 EDT)  
\_\_\_\_\_  
Donald E. Robertson Jr, Ph.D., Superintendent

**Contract #10028- Mental Health Telehealth Student Services**

**MEMORANDUM OF UNDERSTANDING**

Between Uwill, Inc. and Virginia Beach City Public Schools

**Introduction**

This Memorandum of Understanding (MOU) is entered into between Virginia Beach City Public Schools (VBCPS) and Uwill, Inc., hereinafter referred to as 'the Parties.'

**Purpose**

The purpose of this MOU is to establish roles and responsibilities for the provision of virtual mental health services through Umatch (teletherapy), Uhelp (24/7 crisis support), and Urise (wellness programming), in alignment with the Virginia Department of Education (VDOE) statewide telehealth contract (Contract #201-OPE-25-001-UWI). Services will be available to eligible students in grades 6–12, with additional services as outlined herein, contingent upon mutual agreement.

**Roles and Responsibilities**

Uwill, Inc. agrees to:

- Provide unlimited access to licensed counselors via Umatch and direct crisis connection via Uhelp.
- Ensure all counselors are licensed by the Virginia Department of Health Professions.
- Provide follow-up for crisis calls within 48 hours and 30 days.
- Maintain Ucollaborate, a secure administrative dashboard for real-time data, aggregate reporting, and visibility.
- Coordinate with VACPS-designated staff for emergency protocols and referrals to higher levels of care.
- Provide a Customer Success Manager to support onboarding, training, utilization strategies, and awareness.

Virginia Beach City Public Schools agrees to:

- Identify appropriate student populations
- Provide Uwill with designated school contacts for emergencies and care coordination.
- Promote access to Uwill services among students and families using materials provided by Uwill (flyers, email templates, posters, digital communications).

**Communication and Collaboration**

Uwill and VBCPS will collaborate to establish referral pathways, ensuring access via both school referrals and self-referrals. Uwill clinicians will communicate with VBCPS contacts in emergencies, and the Clinical Affairs Team will coordinate care as needed. Regular check-ins (quarterly or as otherwise determined) will review utilization data, trends, and opportunities for continuous improvement.

**Data and Confidentiality**

Uwill will provide real-time data via Ucollaborate and summary reports upon request. All services will comply with FERPA and HIPAA regulations. In accordance with Virginia law, parental consent is required for students under the age of 14 to access outpatient mental health services. For students aged 14 and older, Uwill may provide services without parental consent, unless otherwise required by law. Student-specific information will not be shared without appropriate consent, except in emergencies.

**Fees**

Services provided under this MOU shall be funded by VBCPS. Fees for grades 6–12 are set at \$255,000 (\$211,020 for Umatch and \$43,980 for Uhelp) as per the VDOE statewide contract. Customer shall be billed in advance for each annual fee, and payment must be received in full before the Counseling Services commence. Services for grades K–5, if applicable, will be contingent upon a separate agreement.

**Term and Termination**

This MOU shall commence upon signature and remain in effect for one (1) year, with the option to renew annually in alignment with the VDOE statewide contract.

**Authorization**

This MOU contains the full agreement between the Parties and may only be amended in writing with the consent of both Parties.

In WITNESS WHEREOF, the Parties have executed this Contract:

**APPROVED AS TO CONTENT**

  
Robert Jamison (Sep 19, 2025 16:03:49 EDT)

Signature

Robert B. Jamison

Printed Name

Executive Director, Office of Student Support Services

Title

09/19/2025

Date

**APPROVED AS TO LEGAL SUFFICIENCY**



Signature

Dannielle Hall-McIvor

Printed Name

Senior School Board Attorney

Title

09/22/2025

Date

**APPROVED BY PROCUREMENT**



Signature

Alicia D. Smith, CPPO, CPPB

Printed Name

Director of Procurement Services

Title

09/22/2025

Date

**APPROVED FOR CONTRACTOR**

  
Michael London (Sep 19, 2025 14:00:32 EDT)

Signature

Michael London

Printed Name

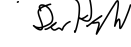
Chief Executive Officer

Title

09/19/2025

Date

**APPROVAL OF FUNDS**



Signature

Daniel G. Hopkins

Printed Name

Director of Business Services

Title

09/19/2025

Date

**THE SCHOOL BOARD OF THE  
CITY OF VIRGINIA BEACH**

  
Donald E. Robertson, Jr. (Sep 22, 2025 16:50:28 EDT)

Signature

Donald E. Robertson, Jr. PhD

Printed Name

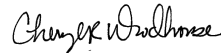
Superintendent

Title

09/22/2025

Date

**APPROVED BY CHIEF OF STAFF**



Signature

Cheryl R. Woodhouse

Printed Name

Chief of Staff

Title

09/22/2025

Date

**APPROVED BY SENIOR STAFF**

  
Danielle E. Colucci (Sep 22, 2025 10:40:10 EDT)

Signature

Danielle E. Colucci, Ed.D.

Printed Name

Chief Academic Officer, Teaching & Learning

Title

09/22/2025

Date



# COMMONWEALTH of VIRGINIA

Emily Anne Gullickson, M.Ed., J.D.  
 Superintendent of Public Instruction

DEPARTMENT OF EDUCATION  
 P.O. BOX 2120  
 RICHMOND, VA 23218-2120

Office: (804) 225-2057  
 Fax: (804) 371-2099

## STANDARD CONTRACT

Contract Number: 201-OPE-25-001-UWI

This contract entered into by **Uwill, Inc.** hereinafter called the “Contractor” and Commonwealth of Virginia, **Department of Education** called the “Purchasing Agency.”

**WITNESSETH** that the Contractor and the Purchasing Agency, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

**SCOPE OF CONTRACT:** The Contractor shall provide the goods/services to the Purchasing Agency as set forth in the Contract Documents.

**PERIOD OF PERFORMANCE:** Once year from the date of execution and may be renewed, in accordance with Section IX, D, of the contract.

The contract documents shall consist of:

- (1) This signed form
- (2) The Negotiated Points, dated 06/06/2025
- (3) The following portions of the Request for Proposal, dated 12/16/2024:
  - a. The Scope of Work, and/or item description
  - b. The General Terms and Conditions
  - c. The Special Terms and Conditions together with any negotiated modifications of those Special Conditions
- (4) Addenda 01, Dated 01/16/2025

- (5) The Contractor’s Proposal dated January 31, 2025, and the following negotiated modifications to the Proposal, all of which documents are incorporated herein.

The Contractor [is a certified small business] [agrees to subcontract \_\_\_ % of the contract to DSBSD-certified small businesses].

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

<b>CONTRACTOR: Uwill, Inc.</b>	<b>PURCHASING AGENCY: The Department of Education</b>
DocuSigned by: BY: <u>Michael London</u> <small>78B930ECA6F34A4...</small>	 BY: <u>Emily Anne Gullickson (Jul 28, 2025 09:33:19 EDT)</u>
PRINTED NAME: Michael London	PRINTED NAME: Emily Anne Gullickson
TITLE: CEO	TITLE: Superintendent of Public Instruction
DATE: 7/21/2025	DATE: 07/28/2025

*Note: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.*





101 NORTH 14<sup>TH</sup> STREET, RICHMOND, VIRGINIA 23219

REQUEST FOR PROPOSAL (RFP) 201-OPE-25-001

Telehealth Statewide Contract

Issue Date: December 6, 2024 • Due Date/Time: January 31, 2025, at 5 PM

Contract Officer: Scott Magazine • Email Address: scott.magazine@doe.virginia.gov

USING AGENCY AND/OR LOCATION WHERE WORK WILL BE PERFORMED: Statewide School Divisions

CLARIFICATION OF TERMS: If any prospective Offeror has questions about the specifications or other solicitation documents, the prospective Offeror should contact the Contracting Officer whose name appears on the face of this solicitation, in writing, no later than five (5) business days before the due date. All inquiries must be submitted in writing to Scott Magazine via e-mail at scott.magazine@doe.virginia.gov. Please include "RFP – 201-OPE-25-001" in the title of the message. Any revisions to the solicitation will be made only by an addendum issued by the Contracting Officer named above.

OPTIONAL PRE-PROPOSAL CONFERENCE: An optional or mandatory pre-proposal conference will be held on December 16, 2024 at 10:00AM via Microsoft Teams. Teams meeting information is as follows:

[Join the meeting now](#)

Meeting ID: 253 427 335 395

Passcode: 4Q3it6j8

PERIOD OF CONTRACT: One year from date of execution with four (4) successive one (1) year renewals

In compliance with this Request for Proposal (RFP) and all conditions imposed in this RFP, the undersigned firm hereby offers and agrees to furnish all goods and services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation, and the undersigned firm hereby certifies that all information provided below and, in any schedule, attached hereto is true, correct, and complete.

Company Name: \_\_\_\_\_

Date: \_\_\_\_\_

Street: \_\_\_\_\_

Contractor's TIN: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

Signature \_\_\_\_\_

Phone Number: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Email Address: \_\_\_\_\_

Title: \_\_\_\_\_

NOTE: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, §2.2-4343.1 or against an Offeror because of race, religion, color, sex, national origin, age, disability, sexual orientation, gender identity, political affiliation, or veteran status or any other basis prohibited by state law relating to discrimination in employment. Faith-based organizations may request that the issuing agency not include subparagraph 1.f. in General Terms and Condition C. Such a request shall be in writing and explain why an exception should be made in the Request for Proposal.

**THIS PAGE SHALL BE COMPLETED AND INCLUDED IN PROPOSAL SUBMISSION**

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## I. PURPOSE:

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiation for the purchase of statewide telehealth services by the Virginia Department of Education on behalf of the Commonwealth of Virginia's school divisions.

The primary purpose of the contract is to provide local educational agencies (LEAs) solutions for meeting the mental health needs of their students. School divisions may opt to purchase services through this contract.

## II. BACKGROUND:

Governor Glenn Youngkin is committed to increasing youth access to mental health services and supports. The governor's [Right Help, Right Now Behavioral Health plan](#) for the Commonwealth forms the foundation for a transformative approach to behavioral health care in Virginia. As part of his [Youth Mental Health Strategy](#), Governor Glenn Youngkin's goal is to increase access to mental health service delivery through telehealth, which will address the needs of our most vulnerable students.

*Telehealth* means using telecommunication technology to deliver professional counseling services remotely to assess, diagnose, and treat behavioral health conditions. Telehealth services can include prevention, diagnosis, treatment, management, health education, linkages, referrals, and care coordination.

Creating access to high quality mental health services through telehealth is an opportunity for local educational agencies (LEAs) to meet the growing needs of their students. Per the [Joint Legislative Audit and Review Commission](#), Virginia educators are very concerned about student mental health. Mental health staff in schools have observed increased symptoms of anxiety and depression as well as the increased engagement in risky behaviors among their students. Issues such as food insecurities, homelessness, and recent natural disasters also contribute to the rise in mental health concerns. Young Virginians have suffered from [addictive social media platforms](#), struggled with [opioid-related drug overdoses](#), and gone without access to the urgent care they needed.

In addition, data shows that students in Virginia and across the nation are experiencing increased mental health concerns:

- Suicide is the second leading cause of death for youth ages 10 to 14;
- Emergency room visits for self-harm among 9 to 18-year-olds more than doubled between 2016 and 2021 in Virginia;
- 1 in 5 youth in the United States have a mental illness, with over 60% never receiving treatment; and
- Recent studies have suggested that spending more than three hours per day on social media doubles the risk of poor mental health for adolescents.

To further compound the problem, Virginia is experiencing shortages in community mental health workers and school employed mental health providers (e.g., school counselors, school social workers, and school psychologists). Rural school divisions in Virginia are particularly impacted by these shortages. The [Behavioral Health Commission's Maximizing School-based Mental Health Services report](#) from 2023 stated "on average, 55% of students who require Tier 2 services and 54% of students who require Tier 3 services were able to receive those services at school, leaving approximately 45% of students unable to receive the services they need. A Virginia school division's ability to meet the needs of students varies by region, with Northern Virginia (Region 4) schools able to provide more than 60% of students with the Tier 2 and Tier 3 services they need and the Northern Neck (Region 3) schools able to meet the lowest percentage of student needs."

Per the Right Help, Right Now Behavioral Health plan, it is necessary to provide support for Virginians as soon as possible and before acute care is necessary. The promotion and prevention of youth mental health is an identified pre-crisis prevention strategy in the Right Help Right Now plan that can be delivered in the K-12 school setting. Schools provide a natural setting for mental health services, including telehealth services, making them accessible and less stigmatized compared to external services. This comprehensive approach can lead to improved academic outcomes, decreases in discipline, and improved attendance.

### III. STATEMENT OF NEEDS:

The Contractor shall:

1. Provide telehealth services to students in grades 6-12 and can scale up the number of students served, if necessary, based on demand from school divisions.
2. Demonstrate that a clear menu of services is offered, including service descriptions and associated costs
3. Provide detailed information about the billing structure for services (student-measured/time-measured).
4. Share evidence-based, tiered approaches that may be used during telehealth counseling and the details regarding duration, frequency, progress monitoring, and mental health need(s) they address (e.g., anxiety, trauma, substance use). Provide individualized clinical practices based on the particular needs of the student, to include but not limited to evidence-based practices for counseling are:
  - Cognitive Behavioral Therapy
  - Motivational Interviewing
  - Dialectical Behavioral Therapy
  - The Youth Screening, Brief Intervention, and Referral to Treatment; and
  - Solution Focused Brief Therapy
5. Only use mental health professionals licensed by the [Virginia Department of Health Professionals](#).
6. Comply with all federal FERPA privacy laws as outlined by the [U.S. Centers for Disease Control and Prevention](#).
7. Comply with all federal HIPAA rules and regulations as outlined in the U.S. Department of Health and Human Services' [Summary of the HIPAA Privacy Rule | HHS.gov](#).
8. Provide a plan for collecting student, parent, and school feedback.
9. Complete a Memorandum of Understanding with any participating LEA, including signing a Virginia Student Data Privacy agreement with each LEA that enters into an agreement.
10. Provide student mental health counseling that is evidence-based via telehealth to students in grades 6-12 at school during the school day after parental consent has been obtained.
11. Ensure that all telehealth mental health providers are working within their scope of practice, according to their specific license.
12. Provide all necessary technology set-up at each school site.
13. Utilize telehealth software that is easy to use, considers and preserves privacy, and meets broadband requirements.
14. Be responsible for all its work and all materials, tools, equipment, appliances, and property of any and all description used in connection with this contract.
15. Maintain throughout the contract period general liability insurance and cyber/information technology insurance and provide said insurance to any school division, school board, its officers, and employees that enter into this contract.

16. Collaborate with each school division that enters into the contract to establish an efficient referral pathway for student access to telehealth services. Referrals for telehealth services should be generated only by designated school staff or by parents.
17. Designated school staff may include a school-based mental health professional (i.e. school counselor, school psychologist, or school social worker) or other representative of a school intervention/referral team (e.g., multi-tiered system of supports, behavioral health, or other team).
18. Provide documentation that parent/guardian approval is received prior to any outreach.
19. Provide parent/guardian sign-up materials, training, and support.
20. Provide follow-up and case management support for students, including appointment scheduling, assistance navigating the healthcare system/Medicaid, coordination of ongoing counseling or psychiatric supports, and coordination with existing school supports.
21. Agree that all work and services rendered are in strict conformance with all laws, statutes, and ordinances and the applicable rules, regulations, methods, and procedures of all government boards, bureaus, offices, and other agents.
22. Furnish services described in the contract at the times and places and in the manner and subject to conditions set forth provided with understanding that the school board may reduce the said services at any time.
23. Provide services that are compliant with state and federal requirements relating to accessibility, including the Americans with Disabilities Act and Sections 504 and 508 of the Rehabilitation Act of 1973.
24. Report monthly data or real-time reporting to the VDOE of aggregated, de-identified program metrics by school division and school including which school divisions and schools are participating and the number of students participating per school division and school.
25. Notify the VDOE immediately of any changes in offerings or cost that would require the agreed upon contract to be adjusted, which could result in a termination of the agreement.
26. Provide a secure environment for content and any hardware and software, including servers, network and data components. Suppliers secure environment shall adhere to NIST 800-53 rev5. Access controls should be designed to limit access to the content in accordance with the principles of least privilege.

#### IV. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS:

##### A. GENERAL INSTRUCTIONS:

1. **RFP Response:** In order to be considered for selection, Offerors must submit a complete response to this RFP. Responses to this RFP will only be accepted electronically prior to the due date and time listed above. **Offerors shall submit responses via the Virginia Business Opportunities (VBO) portal of [eVA.Virginia.gov](http://eVA.Virginia.gov)**; video instructions can be located [here](#). In order to be considered for selection, Offerors must submit a complete response to this RFP and provide the **following documents** in Microsoft-compatible searchable .pdf format (the current maximum size allowed per attachment is 60.0MB):
  - a. One (1) complete electronic copy of proposal with original signature, with pricing;
  - b. One (1) complete electronic copy of proposal with original signature, **without** pricing
  - c. One (1) complete electronic copy of proposal with original signature **redacted to remove proprietary and trade secret material (if any)**. If there is no proprietary or trade secret material, this copy is not necessary. **A confirming statement must be included that there is no proprietary information.**

The signature page may be submitted as a "PDF" document with an electronic, wet signature or a stamped signature). Typewritten signatures are not acceptable.

**No other distribution of the proposal shall be made by the offeror.**

1. PROPOSAL PREPARATION:

- a. Proposals shall be signed by an authorized representative of the offeror. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content. Proposals must be bound. The preferred method is a 3-ring binder.
- c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, subletter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and subletter should be repeated at the top of the next page. The proposal should contain a table of contents which cross-references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
- d. As used in this RFP, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an Offeror to satisfy a "must" or "shall" requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offerors' proposal.
- e. Proposals font should be Times New Roman, the font size should be 12, the ink color should be black, and the spacing should be single.
- f. Ownership of all data, materials, and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the *Virginia Freedom of Information Act*; however, the offeror must invoke the protections of § 2.2-4342F of the *Code of Virginia*, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary (see Attachment C). The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not

acceptable and will result in rejection of the proposal. If, after being given reasonable time the offeror refuses to withdraw an entire classification designation, the proposal will be rejected.

2. **ORAL PRESENTATION:** Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the agency. This provides an opportunity for the offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The issuing agency will schedule the time and location of these presentations. Oral presentations are an option of the purchasing agency and may or may not be conducted.

## **B. SPECIFIC PROPOSAL INSTRUCTIONS:**

1. Return the RFP cover sheet and all addenda acknowledgments, if any, signed and filled out as required.
2. Offeror Data Sheet, included as an attachment to the RFP, and other specific items or data requested in the RFP.
3. A written narrative statement to include:
  - a. Experience in providing the goods/services described herein.
  - b. Names, qualifications and experience of personnel to be assigned to the project.
  - c. Resumes of staff to be assigned to the project.
4. Specific plans for providing the proposed goods/services including:
  - a. List of proposed equipment/goods/etc. including operating parameters, illustrations, etc.
  - b. What, when and how the service will be performed.
  - c. Time frame for completion (if not otherwise specified by the agency in the statement of needs).
5. Proposed Price. Indicate in the pricing schedule, Section XI of the RFP.
6. Small Business Subcontracting Plan – Summarize the planned utilization of DSBSD-certified small businesses under the contract to be awarded as a result of this solicitation.
7. State Corporation Commission Form
8. Description of the Offeror's method for dealing with problems and complaints presented by school divisions employees detailing at what point the problem would escalate to the next level of supervision/management.
9. Provide a sample communication plan, including workflow between telehealth provider and designated school staff, overview of the consent process, parent permission letters, marketing material for introducing services to community and staff, a plan for communicating with schools and LEAs on which students are involved and their results, and a plan for communicating with parents on student progress.
10. Provide a sample implementation plan, including required equipment, staffing requirements onsite, hours of operation, logistical information on how to schedule a session, billing structure, school staff training requirements, and policies and procedures.
11. Provide a sample crisis response plan for students that are actively in crisis (i.e., experiencing suicidal thoughts, threatening harm to self or others, domestic violence, homelessness, reports of child abuse/neglect) during a telehealth session.

***Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.***

**V. EVALUATION AND AWARD CRITERIA:**

**A. EVALUATION CRITERIA:** Proposals shall be evaluated by the VDOE using the following criteria:

SERVICES	POINT VALUE
Specific plans or methodology to be used to perform the services	35%
Price	10%
Experience and qualifications of personnel assigned to perform the services	25%
Small Business Subcontracting Plan	20%
References	10%
<b>Total</b>	<b>100%</b>

**B. AWARD TO MULTIPLE OFFERORS:** Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. The offeror shall state any exception to any contractual terms or conditions, including any liability provisions contained in the Request for Proposal in writing at the time of responding to such Request for Proposal if so requested by the Commonwealth. Such exceptions shall be considered during negotiation but shall not be used as a basis for scoring or evaluating which offerors are selected for negotiations. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The Commonwealth reserves the right to make multiple awards as a result of this solicitation. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (Code of Virginia, § 2.2-4359D). Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor’s proposal as negotiated.

**VI. REPORTING AND DELIVERY INSTRUCTIONS:**

The contractor shall provide the following report to the Contract Officer on an annual bases, indicating to following:

- The number of school divisions utilizing the contract.
- The annual spend per school division against the contract.
- Any difficulties in getting school divisions to utilize the contract.

**VII. OPTIONAL PREPROPOSAL CONFERENCE:**

An optional preproposal conference will be held virtual. Please see coversheet for instructions.

The purpose of this conference is to allow potential offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

While attendance at this conference will not be a prerequisite to submitting a proposal, offerors who intend to submit a proposal are encouraged to attend. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

## VIII. GENERAL TERMS AND CONDITIONS:

- A. VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The process for filing a complaint about this solicitation is in section 7.13 of the *Vendors Manual*. (Note section 7.13 does not apply to protests of awards or formal contractual claims.) The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at [eva.virginia.gov](http://eva.virginia.gov) under "I Sell To Virginia".
- B. APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia, without regard to its choice of law provisions, and any litigation with respect thereto shall be brought in the circuit courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. ANTI-DISCRIMINATION:** By submitting their (bids/proposals), (bidders/offerors) certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender sexual orientation, gender identity, or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
  - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
  - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
  - d. If the contractor employs more than five employees, the contractor shall (i) provide annual training on the contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the contractor owns or leases for business purposes and (b) the contractor's employee handbook.

e. The requirements of these provisions 1. and 2. are a material part of the contract. If the Contractor violates one of these provisions, the Commonwealth may terminate the affected part of this contract for breach, or at its option, the whole contract. Violation of one of these provisions may also result in debarment from State contracting regardless of whether the specific contract is terminated.

f. In accordance with Executive Order 61 (2017), a prohibition on discrimination by the contractor, in its employment practices, subcontracting practices, and delivery of goods or services, on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status, is hereby incorporated in this contract.

2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

**D. ETHICS IN PUBLIC CONTRACTING:** By submitting their (bids/proposals), (bidders/offerors) certify that their (bids/proposals) are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other (bidder/offeror), supplier, manufacturer or subcontractor in connection with their (bid/proposal), and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

**E. IMMIGRATION REFORM AND CONTROL ACT OF 1986:** Applicable for all contracts over \$10,000:

By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

**F. DEBARMENT STATUS:** By participating in this procurement, the vendor certifies that they are not currently debarred by the Commonwealth of Virginia from submitting a response for the type of goods and/or services covered by this solicitation. Vendor further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia.

If a vendor is created or used for the purpose of circumventing a debarment decision against another vendor, the non-debarred vendor will be debarred for the same time period as the debarred vendor.

**G. ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

**H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR IFBs AND RFPs:**

Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

**I. CLARIFICATION OF TERMS:** If any prospective (bidder/offeror) has questions about the specifications or other solicitation documents, the prospective (bidder/offeror) should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

**J. PAYMENT:**1. To Prime Contractor:

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be resolved in accordance with *Code of Virginia*, § 2.2-4363 and -4364. Upon determining that invoiced charges are not reasonable, the Commonwealth shall notify the contractor of defects or improprieties in invoices within fifteen (15) days as required in *Code of Virginia*, § 2.2-4351. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. To Subcontractors:

- a. Within seven (7) days of the contractor's receipt of payment from the Commonwealth, a contractor awarded a contract under this solicitation is hereby obligated:
    - (1) To pay the subcontractor(s) for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
    - (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
  - b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.
3. Each prime contractor who wins an award in which provision of a SWaM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWaM procurement plan. Final payment under the contract in

question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.

**K. PRECEDENCE OF TERMS:** The following General Terms and Conditions *VENDORS MANUAL*, *APPLICABLE LAWS AND COURTS*, *ANTI-DISCRIMINATION*, *ETHICS IN PUBLIC CONTRACTING*, *IMMIGRATION REFORM AND CONTROL ACT OF 1986*, *DEBARMENT STATUS*, *ANTITRUST*, *MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS*, *CLARIFICATION OF TERMS*, *PAYMENT* shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

**L. QUALIFICATIONS OF (BIDDERS/OFFERORS):** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the (bidder/offeror) to perform the services/furnish the goods and the (bidder/offeror) shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect (bidder's/offeror's) physical facilities prior to award to satisfy questions regarding the (bidder's/offeror's) capabilities. The Commonwealth further reserves the right to reject any (bid/proposal) if the evidence submitted by, or investigations of, such (bidder/offeror) fails to satisfy the Commonwealth that such (bidder/offeror) is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

**M. TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

**N. ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.

**O. CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the terms, conditions, or scope of the contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. Any increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt, unless the contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the contractor shall, in writing, promptly notify the Purchasing Agency of the adjustment to be sought, and before proceeding to comply with the notice, shall await the Purchasing Agency's written decision affirming, modifying, or revoking the prior written notice. If the Purchasing Agency decides to issue a notice that requires an adjustment to compensation, the contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
  - a. By mutual agreement between the parties in writing; or
  - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject

to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or

- c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Vendors Manual. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

**P. DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth may terminate this agreement after verbal or written notice without penalty. Upon termination the Commonwealth may procure the goods or services contracted for from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

**Q. TAXES:** OMITTED

**R. USE OF BRAND NAMES:** OMITTED

**S. TRANSPORTATION AND PACKAGING:** OMITTED

**T. INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all coverage will be provided by companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

**MINIMUM INSURANCE COVERAGES AND LIMITS:**

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia shall be added as an additional insured to the policy by an endorsement.
4. Automobile Liability - \$1,000,000 combined single limit. (Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)

**U. ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the purchasing agency will publicly post such notice in eVA ([eva.virginia.gov](http://eva.virginia.gov)) for a minimum of 10 days.

**V. DRUG-FREE WORKPLACE:** Applicable for all contracts over \$10,000:

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, “drug-free workplace” means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

**W. NONDISCRIMINATION OF CONTRACTORS:** A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

**X. eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS:** The eVA Internet electronic procurement solution, web site portal [eva.virginia.gov](http://eva.virginia.gov), streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution by completing the free eVA Vendor Registration. All bidders or offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected.

Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

- a. For orders issued July 1, 2014, and after, the Vendor Transaction Fee is:
  - (i) DSBSD-certified Small Businesses: 1%, capped at \$500 per order.
  - (ii) Businesses that are not DSBSD-certified Small Businesses: 1%, capped at \$1,500 per order.
- b. Refer to Special Term and Condition “eVA Orders and Contracts” to identify the number of purchase orders that will be issued as a result of this solicitation/contract with the eVA transaction fee specified above assessed for each order.

For orders issued prior to July 1, 2014, the vendor transaction fees can be found at [eva.virginia.gov](http://eva.virginia.gov).

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, typically within 60 days of the order issue date. Any adjustments (increases/decreases) will be handled through purchase order changes.

- Y. AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent that the legislature has appropriated funds that are legally available or may hereafter become legally available for the purpose of this agreement.
- Z. SET-ASIDES IN ACCORDANCE WITH THE SMALL BUSINESS ENHANCEMENT AWARD PRIORITY:** This solicitation is set-aside for award priority to DSBSD-certified micro businesses or small businesses when designated as “Micro Business Set-Aside Award Priority” or “Small Business Set-Aside Award Priority” accordingly in the solicitation. DSBSD-certified micro businesses or small businesses also includes DSBSD-certified women-owned and minority-owned businesses when they have received the DSBSD small business certification. For purposes of award, bidders/offerors shall be deemed micro businesses or small businesses if and only if they are certified as such by DSBSD on the due date for receipt of bids/proposals.
- AA. BID PRICE CURRENCY:** Unless stated otherwise in the solicitation, bidders/offerors shall state bid/offer prices in US dollars.
- BB. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.
- CC. CIVILITY IN STATE WORKPLACES:** The contractor shall take all reasonable steps to ensure that no individual, while performing work on behalf of the contractor or any subcontractor in connection with this agreement (each, a “Contract Worker”), shall engage in 1) harassment (including sexual harassment), bullying, cyber-bullying, or threatening or violent conduct, or 2) discriminatory behavior on the basis of race, sex, color, national origin, religious belief, sexual orientation, gender identity or expression, age, political affiliation, veteran status, or disability.

The contractor shall provide each Contract Worker with a copy of this Section and will require Contract Workers to participate in agency training on civility in the State workplace if contractor’s (and any subcontractor’s) regular mandatory training programs do not already encompass equivalent or greater expectations. Upon request, the contractor shall provide documentation that each Contract Worker has received such training.

For purposes of this Section, “State workplace” includes any location, permanent or temporary, where a Commonwealth employee performs any work-related duty or is representing his or her agency, as well as surrounding perimeters, parking lots, outside meeting locations, and means of travel to and from these locations. Communications are deemed to occur in a State workplace if the Contract Worker reasonably should know that the phone number, email, or other method of communication is associated with a State workplace or is associated with a person who is a State employee.

The Commonwealth of Virginia may require, at its sole discretion, the removal and replacement of any Contract Worker who the Commonwealth reasonably believes to have violated this Section.

This Section creates obligations solely on the part of the contractor. Employees or other third parties may benefit incidentally from this Section and from training materials or other communications distributed on this topic, but the Parties to this agreement intend this Section to be enforceable solely by the Commonwealth and not by employees or other third parties.

**DD. CONTRACT EXTENSIONS:** In the event that the original term and all renewals of this contract expire prior to the award for a new contract for similar goods and/or services, the Commonwealth of Virginia may, with written consent of the Contractor, extend this contract for such a period as may be necessary to afford the Commonwealth of Virginia a continuous supply of the identified goods and/or services.

## **IX. SPECIAL TERMS AND CONDITIONS:**

**A. AUDIT:** The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

**B. CANCELLATION OF CONTRACT:** The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may also be terminated by the contractor, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

**C. eVA ORDERS AND CONTRACTS:** The solicitation/contract will result in multiple purchase order(s), per school division with the applicable eVA transaction fee assessed for each order for those school division using eVA.

Local school divisions are not required to utilize eVA, Virginia's e-Procurement system. They would use their local procurement system to issue a purchase order against the contract.

**D. RENEWAL OF CONTRACT:** This contract may be renewed by the Commonwealth for four (4) successive one (1) year periods, under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.

1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the *Other services* category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the *Other services* category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

**E. SUBMISSION OF SMALL BUSINESS SUBCONTRACTING PLAN, EVIDENCE OF COMPLIANCE WITH SMALL BUSINESS SUBCONTRACTING PLAN, AND SUBCONTRACTOR REPORTING:**

1. Submission of Small Business Subcontracting Plan: It is the statewide goal of the Commonwealth that 42% of its purchases be made from small businesses certified by DSBSD. This includes discretionary spending in prime contracts and subcontracts. All offerors are required to submit a Small Business Subcontracting Plan. The contractor is encouraged to offer such subcontracting opportunities to DSBSD-certified small businesses. This shall include DSBSD-certified women-owned and minority-owned businesses and businesses with DSBSD service disabled veteran-owned status when they have also received DSBSD small business certification. Where it is not practicable for any portion of the goods/services to be subcontracted to other suppliers, the offeror shall note such on the Small Business Subcontracting Plan. No offeror or subcontractor shall be considered a small business unless certified as such by the Department of Small Business and Supplier Diversity (DSBSD) by the due date for receipt of or proposals.
2. Evidence of Compliance with Small Business Subcontracting Plan: Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution monthly reports substantiating compliance in accordance with the small business subcontracting plan. If a variance exists, the contractor shall provide a written explanation. A subcontractor shall be considered a Small Business for purposes of a contract if and only if the subcontractor holds a certification as such by the DSBSD. Payment(s) may be withheld until the purchasing agency confirms that the contractor has certified compliance with the contractor's submitted Small Business Subcontracting Plan or is in receipt of a written explanation of the variance. The agency or institution reserves the right to pursue other appropriate remedies for non-compliance to include, but not be limited to, termination for default.
3. Prime Contractor Subcontractor Reporting:
  - i. Each prime contractor who wins an award greater than \$100,000, shall deliver to the contracting agency or institution on a monthly basis, all applicable information for each subcontractor listed on the Small Business Subcontracting Plan that are DSBSD-certified businesses or Employment Services Organizations (ESOs). The contractor shall furnish the applicable information to the purchasing office via the Subcontractor Payment Reporting tool accessible within the contractor's eVA account.
  - ii. In addition each prime contractor who wins an award greater than \$200,000 shall deliver to the contracting agency or institution on a monthly basis, all applicable information on use of subcontractors that are not DSBSD-certified businesses or Employment Services Organizations. The contractor shall furnish the all applicable information to the purchasing office via the Subcontractor Payment Reporting tool accessible within the contractor's eVA account.

**F. SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

**G. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION:** The contractor assures that information and data obtained as to personal facts and circumstances related to patients or clients will be collected and held confidential, during and following the term of this agreement, and unless disclosure is required pursuant to court order, subpoena or other regulatory authority, will not be divulged without the individual's and the agency's written consent and only in accordance with federal law or the Code of Virginia. Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the agency of any breach or suspected breach in the security of such information. Contractors shall allow the agency to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.

**H. CONTINUITY OF SERVICES:**

1. The Contractor recognizes that the services under this contract are vital to the Agency and must be continued without interruption and that, upon contract expiration, a successor, either the Agency or another contractor, may continue them. The Contractor agrees:
  - (a) To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
  - (b) To make all Agency owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
  - (c) That the Agency Contracting Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.
2. The Contractor shall, upon written notice from the Contract Officer, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Contract Officer's approval.
3. The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the Contract Officer in writing prior to commencement of said work.

**I. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:** Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its proposal the identification number issued to it by the State Corporation Commission (SCC). Any offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its proposal a statement describing why the offeror is not required to be so authorized. Indicate the above information on the SCC Form provided. Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and the Commonwealth's use and acceptance of such form, or its acceptance of Contractor's statement describing why the offeror was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance.

**J. E-VERIFY PROGRAM:** EFFECTIVE 12/1/13. Pursuant to *Code of Virginia*, §2.2-4308.2., any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with any agency of the Commonwealth to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such public contract. Any such employer who fails to comply with these provisions shall be debarred from contracting with any agency of the Commonwealth for a period up to one year. Such debarment shall cease upon the employer's registration and participation in the E-Verify program. If requested, the employer shall present a copy of their Maintain Company page from E-Verify to prove that they are enrolled in E-Verify.

**K. FEDERALLY IMPOSED TARIFFS:** In the event that the President of the United States, the United States Congress, Customs and Border Protection, or any other federal entity authorized by law, imposes an import duty or tariff (a "tariff"), on an imported good that results in an increase in contractor's costs to a level that renders performance under the Agreement impracticable, the Commonwealth may agree to an increase to the purchase price for the affected good. No increase in purchase price may exceed 25% of the additional tariff imposed on the goods imported or purchased by the contractor that are provided to the Commonwealth under this Agreement.

Prior to the Commonwealth agreeing to a price increase pursuant to this Section, the contractor must provide to the Commonwealth, the following documentation, all of which must be satisfactory to the Commonwealth:

- evidence demonstrating: (i) the unit price paid by contractor as of the date of award for the good or raw material used to furnish the goods to the Commonwealth under this Agreement, (ii) the applicability of the tariff to the specific good or raw material, and (iii) contractor’s payment of the increased import duty or tariff (either directly or through an increase to the cost paid for the good or raw material). The evidence submitted shall be sufficient in detail and content to allow the Commonwealth to verify that the tariff is the cause of the price change.

- a certification signed by contractor that it has made all reasonable efforts to obtain the good or the raw materials comprising the good procured by the Commonwealth at a lower cost from a different source located outside of the country against which the tariff has been imposed.

- a certification signed by contractor that the documentation, statements, and any other evidence it submits in support of its request for a price increase under this Section are true and correct, and that the contractor would otherwise be unable to perform under this Agreement without such price increase.

- as requested by the Commonwealth, written instructions authorizing the Commonwealth to request additional documentation from individuals or entities that provide the good or the raw materials to verify the information submitted by contractor.

If the Commonwealth agrees to a price increase pursuant to this Section, the parties further agree to add the following terms to this Agreement:

-During the Term and for five (5) years after the termination of this Agreement, contractor shall retain, and the Commonwealth and its authorized representatives shall have the right to audit, examine, and make copies of, all of contractor’s books, accounts, and other records related to this Agreement and contractor’s costs for providing goods to the Commonwealth, including, but not limited to those kept by the contractor’s agents, assigns, successors, and subcontractors.

- Notwithstanding anything to the contrary in this Agreement, the Commonwealth shall have the right to terminate this Agreement for the Commonwealth’s convenience upon 15 days’ written notice to contractor.

In the event the import duty or tariff is repealed or reduced prior to termination of this Agreement, the increase in the Commonwealth’s contract price shall be reduced by the same amount and adjusted accordingly.

- Any material misrepresentation of fact by contractor relating in any way to the Commonwealth’s payment of additional sums due to tariffs shall be fraud against the taxpayer’s of the Commonwealth and subject contractor to treble damages pursuant to the Virginia Fraud Against Taxpayers Act.

**L. QUANTITIES:** Quantities set forth in this solicitation are estimates only, and the contractor shall supply at proposed prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.

**X. METHOD OF PAYMENT:**

Contractor shall submit invoices monthly directly to the School Division. The School Division shall make payments, in accordance with the applicable Prompt Payment Act provisions (reference Section VII J. Payment), provided the invoice is accurate and in accordance with the resulting contract and pricing agreed to as part of the award of the contract. All invoices shall include the name of the contractor, date of invoice, invoice number, eVA purchase order number.

Either paper or electronic invoices will be accepted. Paper printed invoices must be submitted by postal mail to the respective School Division. Electronic invoices must be remitted in a locked (non-modifiable) format such as a pdf file and sent to the School Division. Electronic invoices must not be sent to individual email accounts within DOE.

Payment will be made 30 days after receipt of a valid and accurate invoice in accordance with General Term and Condition Section VII. J. Payment. VDOE encourages offerors to work with the respective School Division receiving payment via EDI, if applicable.

Invoices - All invoices must include the unique contract and/or purchase order number. Failure to include required elements from the invoices may result in the invoice being returned for correction. The Contractor shall submit their invoice to the following address by the 10th day of the month following the month in which services were rendered. Invoices shall be sent to:

**XI. PRICING SCHEDULE:**

Quantities set forth in this solicitation are estimates only, and the contractor shall supply at proposed prices actual quantities as ordered by each school division, regardless of whether such total quantities are more or less than those shown.

Service	Quantity (Hrs.)	Hourly Rate	Extended Cost
Telehealth Services	10,000		

**XII. ATTACHMENTS:**

**NOTE TO OFFEROR:**

The following must be completed and submitted with your proposal; failure to submit a complete proposal may result in you receiving lower evaluation scores.

ATTACHMENT A	Vendor Data Sheet
ATTACHMENT B	Small Business Subcontracting Plan
ATTACHMENT C	State Corporation Commission Form
ATTACHMENT D	Proprietary/Confidential Information Identification
ATTACHMENT E	Certification of Compliance

### ATTACHMENT A VENDOR DATA SHEET

Note: The following information is required as part of your response to this proposal. Failure to submit all information requested may result in the purchasing agency requiring prompt submission of missing information and/or giving a lowered evaluation score of the proposal. The vendor must have the capability and capacity in all respects to fully satisfy all of the contractual requirements.

1. Vendor's Primary Contact:

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

2. Years in Business: Indicate the length of time you have been in business providing this type of goods or services:

\_\_\_\_\_ Years      \_\_\_\_\_ Months

3. Vendor Information:

FIN or FEI Number (If Company, Corporation, or Partnership): \_\_\_\_\_

Social Security Number (If Individual): \_\_\_\_\_

4. References: Indicate below a listing of at least three (3) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods and/or services. Include the length of service and the name, address, and telephone number of the point of contact.

A. Company: \_\_\_\_\_

Contact: \_\_\_\_\_

Address: Phone :(\_\_\_\_) \_\_\_\_\_

Email: \_\_\_\_\_

Project \_\_\_\_\_

Dates of Service: \_\_\_\_\_

\$ Value: \_\_\_\_\_

B. Company: \_\_\_\_\_

Contact: \_\_\_\_\_

Address: Phone :(\_\_\_\_) \_\_\_\_\_

Email: \_\_\_\_\_

Project \_\_\_\_\_

Dates of Service: \_\_\_\_\_

\$ Value: \_\_\_\_\_

C. Company: \_\_\_\_\_

Contact: \_\_\_\_\_

Address: Phone :(\_\_\_\_) \_\_\_\_\_

Email: \_\_\_\_\_

Project \_\_\_\_\_

Dates of Service: \_\_\_\_\_

\$ Value: \_\_\_\_\_

**ATTACHMENT B: SMALL BUSINESS SUBCONTRACTING PLAN**

***NOTE: This information can be captured using this template or using the sourcing tools available in eVA.***

It is the goal of the Commonwealth that over 42% of its purchases be made from small businesses. All potential offerors are required to return this document with their response.

**Small Business:** "Small business (including micro)" means a business which holds a certification as such by the Virginia Department of Small Business and Supplier Diversity (DSBSD) on the due date for proposals. This shall also include DSBSD-certified women- owned and minority-owned businesses and businesses with DSBSD service disabled veteran owned status when they also hold a DSBSD certification as a small business on the proposal due date. Currently, DSBSD offers small business certification and micro business designation to firms that qualify.

Certification applications are available through DSBSD online at [www.SBSD.virginia.gov](http://www.SBSD.virginia.gov) (Customer Service).

**Offeror Name:** \_\_\_\_\_

**Preparer Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Who will be doing the work:**  I plan to use subcontractors  I plan to complete all work

**Instructions**

- A. If you are certified by the DSBSD as a micro/small business, complete only Section A of this form.
- B. If you are not a DSBSD-certified small business, complete Section B of this form. For the offeror to receive credit for the small business subcontracting plan evaluation criteria, the offeror shall identify the portions of the contract that will be subcontracted to DSBSD-certified small business for the initial contract period the initial contract period in Section B.

Offerors which are small businesses themselves will receive the maximum available points for the small business participation plan evaluation criterion, and do not have any further subcontracting requirements. Offerors which are not certified small businesses will be assigned points based on proposed expenditures with DSBSD-certified small businesses for the initial contract period in relation to the offeror’s total price for the initial contract period.

Points will be assigned based on each offeror’s proposed subcontracting expenditures with DSBSD-certified small businesses for the initial contract period as indicated in Section B in relation to the offeror’s total price.

**Section A**

If your firm is certified by the DSBSD provide your certification number and the date of certification.

Certification number: \_\_\_\_\_ Certification Date: \_\_\_\_\_

**Section B**

If the “I plan to use subcontractors box is checked,” populate the requested information below, per subcontractor to show your firm's plans for utilization of DSBSD-certified small businesses in the performance of this contract for the initial contract period in relation to the offeror’s total price for the initial contract period. Certified small businesses include but are not limited to DSBSD-certified women-owned and minority-owned businesses and businesses with DSBSD service disabled veteran-owned status that have also received the DSBSD small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc. It is important to note that these proposed participation will be incorporated into the subsequent contract and will be a requirement of the contract. Failure to obtain the proposed participation dollar value or percentages may result in breach of the contract.

**B. Plans for Utilization of DSBSD-Certified Small Businesses for this Procurement**

**Subcontract #1**

Company Name: \_\_\_\_\_ SBSD Cert #: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ SBSD Certification: \_\_\_\_\_  
Contact Phone: \_\_\_\_\_ Contact Email: \_\_\_\_\_  
Value % or \$ (Initial Term): \_\_\_\_\_ Contact Address: \_\_\_\_\_  
Description of Work: \_\_\_\_\_

**Subcontract #2**

Company Name: \_\_\_\_\_ SBSD Cert #: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ SBSD Certification: \_\_\_\_\_  
Contact Phone: \_\_\_\_\_ Contact Email: \_\_\_\_\_  
Value % or \$ (Initial Term): \_\_\_\_\_ Contact Address: \_\_\_\_\_  
Description of Work: \_\_\_\_\_

**Subcontract #3**

Company Name: \_\_\_\_\_ SBSD Cert #: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ SBSD Certification: \_\_\_\_\_  
Contact Phone: \_\_\_\_\_ Contact Email: \_\_\_\_\_  
Value % or \$ (Initial Term): \_\_\_\_\_ Contact Address: \_\_\_\_\_  
Description of Work: \_\_\_\_\_

**Subcontract #4**

Company Name: \_\_\_\_\_ SBSD Cert #: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ SBSD Certification: \_\_\_\_\_  
Contact Phone: \_\_\_\_\_ Contact Email: \_\_\_\_\_  
Value % or \$ (Initial Term): \_\_\_\_\_ Contact Address: \_\_\_\_\_  
Description of Work: \_\_\_\_\_

**Subcontract #5**

Company Name: \_\_\_\_\_ SBSD Cert #: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ SBSD Certification: \_\_\_\_\_  
Contact Phone: \_\_\_\_\_ Contact Email: \_\_\_\_\_  
Value % or \$ (Initial Term): \_\_\_\_\_ Contact Address: \_\_\_\_\_  
Description of Work: \_\_\_\_\_

**ATTACHMENT C: STATE CORPORATION COMMISSION FORM**

**Virginia State Corporation Commission (SCC) registration information.**

**The Offeror:** \_\_\_\_\_

<input type="checkbox"/>	is a corporation or other business entity with the following SCC identification number: _____
<input type="checkbox"/>	is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust
<input type="checkbox"/>	is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from offeror's out-of-state location)
<input type="checkbox"/>	is an out-of-state business entity that is including with this proposal an opinion of legal counsel which accurately and completely discloses the undersigned offeror's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.
<input type="checkbox"/>	<b>**NOTE** &gt;&gt; Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver):</b> <input type="checkbox"/>

**ATTACHMENT D: PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION**

Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of § 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected including the section of the proposal in which it is contained, as well as the page numbers, and must state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. In addition, a summary of proprietary information submitted shall be submitted on this form. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. If, after being given reasonable time, the Offeror refuses to withdraw such a classification designation, the proposal will be rejected.

Name of Firm/Offeror: \_\_\_\_\_, invokes the protections of § 2.2-4342F of the Code of Virginia for the following portions of my proposal submitted on \_\_\_\_\_ (Date).

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

<b>DATA/MATERIAL TO BE PROTECTED</b>	<b>SECTION # &amp; PAGE #</b>	<b>REASON WHY PROTECTION IS NECESSARY</b>

**ATTACHMENT E: CERTIFICATION OF COMPLIANCE WITH PROHIBITION OF POLITICAL CONTRIBUTIONS AND GIFTS DURING THE PROCUREMENT PROCESS**

*For contracts with a stated or expected value of \$5 million or more except those awarded as the result of competitive sealed negotiations.*

I, \_\_\_\_\_, a representative of \_\_\_\_\_,  
*Please Print Name Name of Offeror*

am submitting a proposal to \_\_\_\_\_ in response to  
*Name of Agency/Institution*

\_\_\_\_\_, a solicitation where stated or expected contract value is  
*Solicitation/Contract #*

\$5 million or more which is being solicited by a method of procurement other than competitive sealed negotiations as defined in § 2.2-4301 of the *Code of Virginia*.

I hereby certify the following statements to be true with respect to the provisions of §2.2-4376.1 of the *Code of Virginia*. I further state that I have the authority to make the following representation on behalf of myself and the business entity:

1. The offeror shall not knowingly provide a contribution, gift, or other item with a value greater than \$50 or make an express or implied promise to make such a contribution or gift to the Governor, his political action committee, or the Governor's Secretaries, if the Secretary is responsible to the Governor for an agency with jurisdiction over the matters at issue, during the period between the submission of the proposal and the award of the contract.
2. No individual who is an officer or director of the offeror, shall knowingly provide a contribution, gift, or other item with a value greater than \$50 or make an express or implied promise to make such a contribution or gift to the Governor, his political action committee, or the Governor's Secretaries, if the Secretary is responsible to the Governor for an agency with jurisdiction over the matters at issue, during the period between the submission of the proposal and the award of the contract.
3. I understand that any person who violates § 2.2-4376.1 of the *Code of Virginia* shall be subject to a civil penalty of \$500 or up to two times the amount of the contribution or gift, whichever is greater.

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Date*



# COMMONWEALTH of VIRGINIA

Lisa Coons, Ed.D.  
 Superintendent of Public Instruction

DEPARTMENT OF EDUCATION  
 P.O. BOX 2120  
 RICHMOND, VA 23218-2120

Office: (804) 225-2057  
 Fax: (804) 371-2099

## RFP ADDENDUM

1/16/2025

ADDENDUM NO. 1 TO ALL OFFERORS:

Reference – Request for Proposal:	201-OPE-25-001
Commodity:	Telehealth Services
Dated:	December 6, 2024
For Delivery To:	VDOE
Proposal Due:	January 31, 2025, at 5:00PM
Preproposal Conference:	N/A

The above is hereby changed to read:

Reference Page 21, Section XI. Pricing Schedule: Delete in its entirety and replace with:

Quantities set forth in this solicitation are estimates only, and the contractor shall supply at proposed prices actual quantities as ordered by each school division, regardless of whether such total quantities are more or less than those shown.

Service	Quantity (Hrs.)	Unit Rate (\$)	Unit Measure	Extended Cost
Cognitive Behavioral Therapy	2000		Hrs.	
Motivational Interviewing	2000		Hrs.	
Dialectical Behavioral Therapy	2000		Hrs.	
The Youth Screening, Brief Intervention, and Referral to Treatment	2000		Hrs.	
Solution Focused Brief Therapy	2000		Hrs.	
<b>Total Cost</b>				

Optional Additional Services (Additional will not be included in the evaluation)

Service	Unit Rate (\$)	Unit Measure


Note: A signed acknowledgment of this addendum must be received at the location indicated on the RFP either prior to the Prior to due date and hour or attached to your proposal. Signature on this addendum does not substitute for your signature on the original proposal document. The original proposal document must be signed.

Very truly yours,

Scott Magazine, VCO, VCM, CPPO  
Contract Officer

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Signature/Title

\_\_\_\_\_  
Date



## REQUEST FOR PROPOSAL

(RFP) 201-OPE-25-001

Telehealth Statewide Contract

January 31, 2025

### Contact:

**Jillian Wiseman**

*Vice President, Business Development*

1075 Worcester Street, Natick, MA 01760

(617) 909-0608

[jwiseman@uwill.com](mailto:jwiseman@uwill.com)



Student Mental Health & Wellness



Student Mental Health & Wellness

January 30, 2025

**Virginia Department of Education**

Attn: Scott Magazine  
101 North 14<sup>th</sup> Street  
Richmond, Virginia 23219

Dear Mr. Magazine,

We have carefully reviewed your Request for Proposal (RFP) 201-OPE-25-001 for a Telehealth Statewide Contract and are pleased to share that Uwill exceeds your requirements, as you will see in our proposal.

We recognize Governor Glenn Youngkin’s commitment to expanding youth mental health services through the *Right Help, Right Now* Behavioral Health Plan and his broader Youth Mental Health Strategy. As part of this initiative, the Commonwealth of Virginia is prioritizing increased access to telehealth-based mental health support. Uwill is uniquely positioned to assist the Virginia Department of Education (VDOE) in advancing these goals by aligning with key pillars of *Right Help, Right Now*, including providing same-day behavioral health care, expanding service capacity, and bridging critical access gaps. Our solution ensures that students receive the support they need—before, during, and after a crisis—fostering an environment where both academic and emotional well-being can thrive.

At Uwill, our mission is to enhance mental health and wellness support for all students. Serving more than **400 schools and three million students worldwide**, we deeply understand the diverse and evolving needs of K-12 students. Our solution was built for scale and with the purpose and intent to **provide immediacy, remove barriers to care, and increase access to all students**, especially underrepresented groups and populations not drawn to traditional counseling. Our solution **offers greater flexibility and convenience** for students who prefer remote therapy options and **empowers students to choose** from our comprehensive and supportive diverse family of counselors through a variety of teletherapy modalities.

Uwill’s solution offers a preferred approach unmatched by others in the market:

- √ **Seamless and intuitive user experience**
- √ **Telehealth from licensed counselors, appointment in 5 minutes**
- √ **Crisis calls answered by licensed counselors trained in trauma within 30 seconds**
- √ **Wellness programming on-demand**
- √ **Realtime data: aggregated, de-identified program metrics by division and school**
- √ **Dedicated team of diverse providers licensed in Virginia**

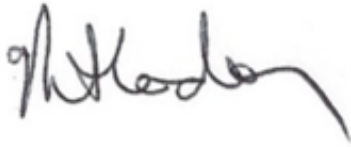


In short, we make it easy for all students to quickly get the care they need, with the privacy they expect, without the lengthy referral processes, hidden fees, and/or insurance complexities.

Please do not hesitate to contact Jillian Wiseman, Vice President, Business Development, should you have any questions regarding our proposed solution, at: Uwill, Inc. | 1075 Worcester Street, Natick, MA 01760 | Phone: 617-909-0608 | [jwiseman@uwill.com](mailto:jwiseman@uwill.com).

We look forward to the prospect of partnering with the Virginia Department of Education and contributing to the continued success of your students.

Best regards,

A handwritten signature in black ink, appearing to read "Michael London". The signature is fluid and cursive, with a long horizontal stroke at the end.

Michael London, CEO  
Uwill, Inc.

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## **Section 1: RFP Cover Sheet & Addenda Acknowledgements**

The following documents have been included in this section, for your review:

- Uwill's signed RFP cover sheet
- Signed addenda acknowledgment



**101 NORTH 14<sup>TH</sup> STREET, RICHMOND, VIRGINIA 23219**

**REQUEST FOR PROPOSAL (RFP) 201-OPE-25-001**

**Telehealth Statewide Contract**

**Issue Date: December 6, 2024 • Due Date/Time: January 31, 2025, at 5 PM**

**Contract Officer: Scott Magazine • Email Address: [scott.magazine@doe.virginia.gov](mailto:scott.magazine@doe.virginia.gov)**

**USING AGENCY AND/OR LOCATION WHERE WORK WILL BE PERFORMED:** Statewide School Divisions


**CLARIFICATION OF TERMS:** If any prospective Offeror has questions about the specifications or other solicitation documents, the prospective Offeror should contact the Contracting Officer whose name appears on the face of this solicitation, in writing, no later than five (5) business days before the due date. All inquiries must be submitted in **writing** to **Scott Magazine** via e-mail at [scott.magazine@doe.virginia.gov](mailto:scott.magazine@doe.virginia.gov). Please include "RFP – 201-OPE-25-001" in the title of the message. Any revisions to the solicitation will be made only by an addendum issued by the Contracting Officer named above.

**OPTIONAL PRE-PROPOSAL CONFERENCE:** An optional or mandatory pre-proposal conference will be held on December 16, 2024 at 10:00AM via Microsoft Teams. Teams meeting information is as follows:

[Join the meeting now](#)  
 Meeting ID: 253 427 335 395  
 Passcode: 4Q3it6j8

**PERIOD OF CONTRACT:** One year from date of execution with four (4) successive one (1) year renewals

In compliance with this Request for Proposal (RFP) and all conditions imposed in this RFP, the undersigned firm hereby offers and agrees to furnish all goods and services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation, and the undersigned firm hereby certifies that all information provided below and, in any schedule, attached hereto is true, correct, and complete.

<p>Company Name: <u>Uwill, Inc.</u></p> <p>Street: <u>1075 Worcester Street</u></p> <p>City/State/Zip: <u>Natick, MA 01760</u></p> <p>Signature: </p> <p>Printed Name: <u>Tobey Choate</u></p> <p>Title: <u>Senior Vice President, Administration</u></p>	<p>Date: <u>January 29, 2025</u></p> <p>Contractor's TIN: <u>Federal ID Number: 84-5172720</u></p> <p>Telephone: <u>(833) 998-9455</u></p> <p>Phone Number: <u>(833) 998-9455</u></p> <p>Email Address: <u>tchoate@uwill.com; jwiseman@uwill.com</u></p>
--	--

**NOTE:** This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, §2.2-4343.1 or against an Offeror because of race, religion, color, sex, national origin, age, disability, sexual orientation, gender identity, political affiliation, or veteran status or any other basis prohibited by state law relating to discrimination in employment. Faith-based organizations may request that the issuing agency not include subparagraph 1.f. in General Terms and Condition C. Such a request shall be in writing and explain why an exception should be made in the Request for Proposal.



# COMMONWEALTH of VIRGINIA

Lisa Coons, Ed.D.  
Superintendent of Public Instruction

DEPARTMENT OF EDUCATION  
P.O. BOX 2120  
RICHMOND, VA 23218-2120

Office: (804) 225-2057  
Fax: (804) 371-2099

## RFP ADDENDUM

1/16/2025

### ADDENDUM NO. 1 TO ALL OFFERORS:

Reference – Request for Proposal: 201-OPE-25-001  
Commodity: Telehealth Services  
Dated: December 6, 2024  
For Delivery To: VDOE  
Proposal Due: January 31, 2025, at 5:00PM  
Preproposal Conference: N/A

**\*\*Please see Uwill's detailed pricing in the Section labeled "XI. Pricing Schedule".**

The above is hereby changed to read:

Reference Page 21, Section XI. Pricing Schedule: Delete in its entirety and replace with:

Quantities set forth in this solicitation are estimates only, and the contractor shall supply at proposed prices actual quantities as ordered by each school division, regardless of whether such total quantities are more or less than those shown.

Service	Quantity (Hrs.)	Unit Rate (\$)	Unit Measure	Extended Cost
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Motivational Interviewing	2000		Hrs.	
Dialectical Behavioral Therapy	2000		Hrs.	
The Youth Screening, Brief Intervention, and Referral to Treatment	2000		Hrs.	
Solution Focused Brief Therapy	2000		Hrs.	
<b>Total Cost</b>				

### Optional Additional Services (Additional will not be included in the evaluation)

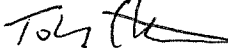
Service	Unit Rate (\$)	Unit Measure


**Note:** A signed acknowledgment of this addendum must be received at the location indicated on the RFP either prior to the Prior to due date and hour or attached to your proposal. Signature on this addendum does not substitute for your signature on the original proposal document. The original proposal document must be signed.

Very truly yours,

Scott Magazine, VCO, VCM, CPPO  
Contract Officer

Uwill, Inc.  
Name of Firm

 Senior Vice President, Administration  
Signature/Title

January 29, 2025  
Date

## **Section 2: Attachment A: Vendor Data Sheet**

Included on the following pages for your review are:

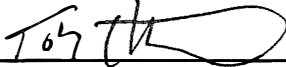
- **Attachment A** (*Offeror Data Sheet*)
- **Attachment D** (*Proprietary/Confidential Information Identification*)
- **Attachment E** (*Certification of Compliance with Prohibition of Political Contributions and Gifts During the Procurement Process*)



**ATTACHMENT D: PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION**

Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of § 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected including the section of the proposal in which it is contained, as well as the page numbers, and must state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. In addition, a summary of proprietary information submitted shall be submitted on this form. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. If, after being given reasonable time, the Offeror refuses to withdraw such a classification designation, the proposal will be rejected.

Name of Firm/Offeror: Uwill, Inc., invokes the protections of § 2.2-4342F of the Code of Virginia for the following portions of my proposal submitted on 01/30/25 (Date).

Signature: 

Title: Senior Vice President, Administration

<b>DATA/MATERIAL TO BE PROTECTED</b>	<b>SECTION # &amp; PAGE #</b>	<b>REASON WHY PROTECTION IS NECESSARY</b>
Attachment B: Small Business Contracting Plan	Section 6, Page 41-43 (PDF Page 42-45)	Proprietary Company Information
Attachment A: Vendor Data Sheet	Section 2, Page 9 (PDF Pg. 10)	Proprietary Company Information

**ATTACHMENT E: CERTIFICATION OF COMPLIANCE WITH PROHIBITION OF POLITICAL CONTRIBUTIONS AND GIFTS DURING THE PROCUREMENT PROCESS**

*For contracts with a stated or expected value of \$5 million or more except those awarded as the result of competitive sealed negotiations.*

I, Tobey Choate, a representative of Uwill, Inc.  
*Please Print Name* *Name of Offeror*

am submitting a proposal to Virginia Department of Education in response to  
*Name of Agency/Institution*

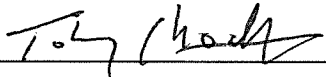
RFP 201-OPE-25-001

Telehealth Statewide Contract a solicitation where stated or expected contract value is  
*Solicitation/Contract #*

\$5 million or more which is being solicited by a method of procurement other than competitive sealed negotiations as defined in § 2.2-4301 of the *Code of Virginia*.

I hereby certify the following statements to be true with respect to the provisions of §2.2-4376.1 of the *Code of Virginia*. I further state that I have the authority to make the following representation on behalf of myself and the business entity:

1. The offeror shall not knowingly provide a contribution, gift, or other item with a value greater than \$50 or make an express or implied promise to make such a contribution or gift to the Governor, his political action committee, or the Governor's Secretaries, if the Secretary is responsible to the Governor for an agency with jurisdiction over the matters at issue, during the period between the submission of the proposal and the award of the contract.
2. No individual who is an officer or director of the offeror, shall knowingly provide a contribution, gift, or other item with a value greater than \$50 or make an express or implied promise to make such a contribution or gift to the Governor, his political action committee, or the Governor's Secretaries, if the Secretary is responsible to the Governor for an agency with jurisdiction over the matters at issue, during the period between the submission of the proposal and the award of the contract.
3. I understand that any person who violates § 2.2-4376.1 of the *Code of Virginia* shall be subject to a civil penalty of \$500 or up to two times the amount of the contribution or gift, whichever is greater.



Signature  
Senior Vice President, Administration

Title  
January 29, 2025

Date

### **Section 3: Uwill's Narrative Statement**

*A written narrative statement to include:*

#### **a. Experience in providing the goods/services described herein.**

*Uwill exceeds this requirement.*

#### **Company History and Experience**

Uwill was established in early 2020 as a direct response to today's challenges, and to assist educational institutions as they faced overwhelming demands for mental health support. We created a modern solution positioned to meet the unique needs of the student population, utilizing our proprietary technology and a passionate counselor community to provide students with immediate therapy appointments with licensed therapists. As the demand for therapy continued to increase, so did the need for mental health trauma support. In 2021, Uwill introduced Uhelp, a direct crisis connection, allowing individuals facing trauma to connect with a licensed therapist trained in crisis 24/7/365, changing the landscape for students in crisis. Later that year, Uwill introduced Urise, our on-demand wellness programming designed to complement therapy.

Uwill has quickly earned its reputation as the leading mental health and wellness solution for all students, offering unparalleled experience in the field. We support more than 400 clients and three million students worldwide, spanning K-12 schools, colleges, and universities. Our achievements have been celebrated with numerous awards and accolades, highlighting our company's growth, fiscal sustainability, proprietary technology, and innovation across education and healthcare. Recent honors include:

- Inc. Best in Business 2023 for Health Services
- 2023 Merit Award Gold for Healthcare
- EdTech Digest Award for Best Education Solution (2023)
- MedTech Breakthrough Award for Best Overall Mental Health Solution (2024)
- Ranking #27 on the Inc. 5000 list of fastest-growing private companies (2024)
- Ranking #18 on the Deloitte Technology Fast 500 (2024)

Uwill is led by its visionary founder and CEO, Michael London. With a track record of innovation and impact in the mental health and education sectors, Michael has positioned Uwill as a leading provider of accessible mental health solutions for students. In recognition of his groundbreaking work, Michael was honored by the Boston Business Journal as one of the 2025 Innovators in Healthcare, a testament to his commitment to improving lives through innovative technology and care delivery.

In April 2023, we received \$30 million in Series A funding preparing us to further enhance our industry-leading technology, attract and retain providers, and assist more schools and their students. In December 2023, we acquired Christie Campus Health, and in July 2024, we acquired

Virtual Care Group. The combination of the funding and acquisitions allow Uwill to support more students across the globe.

In May 2023, New Jersey Governor Phil Murphy and Secretary of Higher Education Dr. Brian Bridges announced a first-in-the-nation partnership with Uwill to provide mental health and wellness support to more than 500,000 students at 45 eligible institutions. In May 2024, the state announced it secured funding to renew the partnership through April 2026. Secretary Bridges said "The Murphy administration is very proud of the work we've done. This work we're doing through Uwill is one of, if not THE thing I am most proud of in my career." This award and extension validates our belief that Uwill has the industry's most robust and scalable mental health and wellness platform.

### **Scalable Software Platform**

At the heart of our operations is our proprietary software platform, designed to deliver seamless telehealth services tailored to the unique needs of each school. Our sophisticated technology and analytics allows us to scale and support large populations of students without sacrificing the ability to provide same-day appointments, answer crisis calls within 30 seconds and provide wellness content at all times. Our platform has been rigorously tested and refined through years of experience, ensuring its reliability, security, and scalability.

### **Recruitment of Licensed Counselors**

We understand the importance of matching students with counselors who have the expertise and experience to address their specific needs. Our rigorous recruitment process ensures that we onboard licensed counselors who specialize in providing services to designated age groups, including grades 6-12. This ensures that every student receives the support and guidance they require to thrive academically and emotionally.

Uwill does not rely on third-party counselor networks; instead, we recruit and maintain our own dedicated family of counselors, as mentioned above. This allows us to address the shortage of counselors in Virginia without disruption. We can leverage our existing community and assist our therapists currently licensed in Washington, D.C., Maryland, or in any other state—because we have counselors in all 50 states—in obtaining licensure in Virginia. The combination of our software and counselor success allows us to reach more students than others.

### **Commitment to Quality and Continual Improvement**

At Uwill, we are committed to delivering the highest quality mental health services to every student we serve. Through ongoing feedback, evaluation, and collaboration with educators and mental health professionals, we continually strive to improve and refine our services to better support the mental health and well-being of all students.

### **Uwill's Impact**

According to the Joint Legislative Audit and Review Commission, Virginia educators are very concerned about student mental health. Mental health staff in schools have observed increased symptoms of anxiety and depression as well as the increased engagement in risky behaviors

among their students. Per the *Right Help, Right Now* Behavioral Health plan, it is necessary to provide support for Virginians as soon as possible, and before acute care is necessary.

What’s more, when a student doesn’t have immediate access to a counselor, their problem may seem to “blow away” temporarily, but the underlying issue often lingers and intensifies. Without timely intervention, feelings of stress, anxiety, or sadness can build up, impacting the student’s mental health and potentially spilling over into academic, social, and behavioral challenges. Small concerns left unchecked can grow into larger obstacles that affect a student’s focus, attendance, and relationships, eventually leading to a decline in academic performance and engagement.

For many students, the lack of immediate support can create a sense of isolation, discouraging them from seeking help in the future or causing them to disengage from school altogether. Without a prompt outlet to address and manage emotions, students are at risk of developing coping mechanisms that are less constructive, making the path to recovery more complex later on.

Immediate support acts as a preventive measure, stopping small issues from snowballing into larger problems. By addressing concerns right away, students are equipped with strategies to manage their emotions constructively, building resilience that will support them long-term. *This is what Uwill offers.*

- b. Names, qualifications and experience of personnel to be assigned to the project.**
- c. Resumes of staff to be assigned to the project.**

**Key Personnel**

Uwill is well-positioned to provide VDOE and all local educational agencies (LEAs) with unparalleled service. We maintain qualifications that echo the experience necessary for successful partnerships.

**◆ Customer Success Team**

The following team specializes in working with states and K-12 systems and will be your day-by-day support. Responsibilities will include, but are not limited to:

- ✓ **Ensuring an exceptional level of school, parent and student satisfaction.**
- ✓ **Proactively identifying and implementing programs and actions to increase the effectiveness and impact of Uwill services.**
- ✓ **Fully understanding your account needs.**
- ✓ **Keeping Uwill’s management and product group informed of possible short- and long-term product improvements and enhancements.**
- ✓ **Conducting regular account check-in meetings to review performance, activities, and observations.**
- ✓ **Working with marketing to create content for your account.**



**Adam Ring, Vice President, Strategy**

Resume: <https://www.linkedin.com/in/adamjring/>

Bio & Qualifications: Adam Ring has more than 15 years of experience in the education sector as an operator, business development executive and research analyst. Most recently, he was a co-founder of First Finance Institute (FFI), a leading online program management provider of certificate-based programs. He led all business development efforts and directed the company's university partnerships with top business schools worldwide. Previously, Adam teamed with Michael at Bloomberg Institute where he was responsible for the company's growth accomplishments. Prior he was a research associate at BMO Capital Markets where his team was recognized as "Best on the Street" by the Wall Street Journal. He is a graduate of the University of Pennsylvania.



**Nina O'Brien, Director, Account Management**

Resume: <https://www.linkedin.com/in/nina-obrien-miller/>

Bio & Qualifications: Nina O'Brien is a seasoned client success professional who recognizes and values the trust her clients place on her. Her passion for service and commitment to professionalism have made her a distinguished and respected account manager in the ed-tech space. Prior to joining Uwill, Nina acted as Director of Account Management at Examity where she supported clients and drove revenue profitability and retention among the company's largest university partners. Nina has a bachelor's degree in communication from Simmons University in Boston.



**Jamaica Perrier-Morris, Account Manager**

Resume: <https://www.linkedin.com/in/jamaica-perrier-morris-1b3915152/>

Bio & Qualifications: Jamaica Perrier-Morris joins Uwill as a Manager of Account Management supporting state system partnerships. Prior to joining Uwill, Jamaica worked in account management with Christie Campus Health. She graduated from Lehigh University with a BA in Psychology. In addition to her studies, Jamaica was a member of Break the Silence (a peer-run organization that aims to prevent gender violence on campus) and was also a member of LU's Finest Step team.

◆ **Cross-functional Support Team**

This team consists of Uwill's functional areas who will provide assistance and expertise, ensuring the project's success.



**Kelly Downing, Vice President, Marketing**

Resume: <https://www.linkedin.com/in/kellydowning/>

Bio & Qualifications: Kelly Downing is a marketing industry veteran with 20+ years of experience developing integrated, multi-channel marketing and communications strategies, building internal structure and operational protocols, and generating revenue across a wide range of industries. Kelly earned her bachelor's and master's degree from Syracuse University and sits on the board of advisors for Falk College's Department of Sport Management at her alma mater. Kelly also

currently serves on the board for Play Ball Foundation, which supports middle school sports opportunities and focuses on providing equitable access to team sports in high need communities in Massachusetts, including Boston, Lawrence, Holyoke, Salem, Methue, and New Bedford.



**Amaura Kemmerer, LICSW,  
*Director, Clinical Affairs and Campus Engagement***

Bio & Qualifications: Amaura is a licensed independent clinical social worker with nearly 20 years of experience working in student wellness and mental health. She joins the Uwill team from Christie Campus Health where she was the Executive Vice President of Client Engagement.

Amaura spent fifteen years at Northeastern University working in college student wellness and prevention education. She started at Northeastern on an NIAAA grant to test innovative approaches for reducing high-risk college student substance use and subsequently established the Office of Prevention and Education at Northeastern (OPEN), an evidence-based alcohol and other drug prevention program. The program grew to include sexual violence prevention and response as well as sexual health initiatives. Amaura also served as the Associate Dean for Wellness overseeing health, mental health, wellness, and prevention education programs. Amaura is a national speaker and trainer, providing consultation to colleges and universities on research-based strategies to reduce high-risk college student substance use.



**Robin Rich, Vice President, Counselor Success**

Resume: <https://www.linkedin.com/in/robinrich/>

Bio & Qualifications: Robin Rich is a mental health and education leader with 20 years of experience working with Gen Z. Most recently, she was the President of the Youth Innovation Lab at Peer Health Exchange, where she led the organization to build a digital mental health product and earned recognition by Fast Company for best app/game design in 2023. Prior to that, Robin led Peer Health Exchange in a leadership role for 7 years. Robin received her master's from the University of Pennsylvania and bachelor's from Macalester College and has been recognized twice by the University of Pennsylvania for social impact leadership and is an alum of The Leadership Consortium program. She was a ranking member of the Boards of Casa Myrna and Women Helping Women and serves as an executive advisor to startups including Cloverleaf and #HalfTheStory.

◆ **Clinical Affairs Team**

This team provides clinical oversight and coordination of care. They are responsible for provider onboarding and training. Clinical Affairs also serves as a case manager in the event of an emergent situation or one that requires additional attention. Uwill's clinical affairs team evaluates a variety of qualitative and quantitative criteria to assess the effectiveness of our model of services.



**Erin Andrews, LMHC, LPCC, *Director, Clinical Affairs***

Resume: <https://www.linkedin.com/in/erin-andrews-6b6769125/>

Bio & Qualifications: Erin joins the Uwill team with clinical expertise and a passion for supporting the mental health and wellness of students. Most recently, Erin worked for the Institute for Family Health as a school-based clinician, project manager, and researcher. She also worked for Octave as a full-time clinician, providing psychotherapy to a diverse caseload of individuals and couples. Trained in cognitive behavioral therapy, trauma-focused cognitive behavioral therapy, motivational interviewing, solution-focused therapy, and mindfulness-based cognitive behavioral therapy, Erin received her master's degree in mental health counseling and wellness from New York University.



**Stephanie Dos Santos, LICSW, *Manager, Clinical Affairs***

Bio & Qualifications: Stephanie Dos Santos, LICSW, brings over 20 years of professional human service experience homed in a myriad of settings. She most recently spent eight years as a therapist in the Harvard University counseling center. In addition, she has operated and managed a private practice designed to support the mental health needs of women of color in academic programs in Massachusetts, Maine, and Pennsylvania. Her prior experience includes work in public schools, community health organizations, federally funded childcare centers, county government and child welfare agencies as well as community and private colleges. Stephanie earned bachelor's degrees in psychology and child development at North Carolina Central University. She holds master's degrees in child development and social work from Tufts University and Boston University, respectively. She has also completed clinical training certificates in Integrative Somatic Trauma Therapy, Acceptance and Commitment Therapy, Trauma Informed CBT, DBT and Eye Movement Desensitization and Reprocessing.



**Jessica Feinberg, LICSW, *Director, Clinical Affairs***

Bio & Qualifications: Jessica LICSW, is the Program Director of the Belmont Adolescent Partial Hospital Program at McLean Hospital. Jessica joined McLean, a Harvard Medical School Affiliate, after completing a clinical fellowship at the Yale Child Study Center. She has worked as a therapist and clinical social worker in the Adolescent Acute Residential Treatment (ART) Program since 2002. Jessica is trained in dialectical behavior therapy and has extensive experience treating adolescents and their families, with a particular interest in treating those who struggle with substance abuse and self-injury. She has held numerous positions within the ART program and is currently program director of the ART. Jessica has also had a private practice primarily focusing on treating adolescents, young adults, and families.

## **Section 4: Proposal for Virginia Department of Education**

### *4. Specific plans for providing the proposed goods/services including:*

#### **a. List of proposed equipment/goods/etc. including operating parameters, illustrations, etc.**

Uwill intentionally created a responsive design web-based application to ensure all users, regardless of their device or browser, receive the full complement of Uwill features. In addition, this approach guarantees look and feel continuity across devices (Android and iOS smartphones, tablet, desktop, laptop, or Chromebook), providing an equitable and accessible experience for all students. The only infrastructure requirements are a device, internet access, and a private space.

#### **b. What, when and how the service will be performed.**

Uwill's implementation plan is an efficient and seamless experience that can be completed in 60 days, depending on district requirements. Our streamlined process described below ensures a successful rollout.

##### **Stage 1**

Upon signing the agreement and kicking off our new relationship, we will schedule meetings with each participating division/school to introduce you to your Uwill dedicated team, composed of your Uwill relationship, customer success, and clinical affairs managers. Our agenda includes:

- **Establishing roles and responsibilities,**
- **Confirming the specifics of your program,**
- **Reviewing our onboarding form (i.e., identifying dashboard administrators and emergency contacts/protocol),**
- **Discussing Uwill communication/marketing materials and best practices.**

After our kickoff meeting, the customer success team will provide communication materials to complement school resources and services. We encourage a marketing-specific meeting to walk through materials and best practices.

##### **Marketing Toolkit**

We will equip each school with materials to help promote Uwill, spread adoption, and increase utilization. After our kickoff meeting, your customer success manager will provide each school with communication materials to complement campus resources and services. Documentation includes:

##### **Student Communication:**

- Student Quick Start Guide & FAQ
- Student Email
- Posters

- Flyers
- Website Information
- Social Media
- Lawn signs
- CCTV slides

**Staff/Administrator Communication & Training:**

- Email Signatures & Out of Office
- Presentation Slides

**Parent Communication:**

- Parent Email

To keep communications fresh, a partner marketing newsletter will also be available quarterly. Newsletters typically include blogs, emails, and social media posts targeting all audiences (students, staff, and parents). Each newsletter is thematic, based on the time of year. Please see our Marketing Toolkit link for more information: <https://tinyurl.com/yfscmyye>.

We will also follow up with a link to our onboarding form where the division/school will enter student demographics, who will have access to data, emergency procedures, and more.

Simultaneously, Uwill will assess our family of counselors compared to the demographics and needs of your students and recruit in accordance with your population using our team of full-time recruiters. Please note that we also will continuously recruit counselors in accordance with your student searches, population, and growth.

**Stage 2**

If needed, we will set up more clinically focused meetings to discuss your policies and procedures, our agreed process, coordination of care, expectations, and resources. The clinical affairs manager acts as a conduit to our counselors, and every Uwill clinician accesses a counselor dashboard with details reflecting the specifics of each institution's resources (i.e., well-being resources, basic needs, etc.). This meeting can be coupled with the kickoff meeting, or scheduled after the onboarding form is completed. At this time, Uwill will set up the platform and grant dashboard permissions.

**Stage 3**

It is our goal to make Uwill as frictionless as possible for all users. The simplicity of our system does not require training; however, our school engagement team is pleased to dedicate time to ensure faculty, staff and students are oriented to and familiar with how to use Uwill services. Meetings can include a Uwill product review and orientation, discussions about health and mental health trends and a review of best practices to

increase utilization of Uwill services. The team can also provide psychoeducation and question/answer sessions to students.

#### **Stage 4**

We launch your program within 60 days after the kickoff meeting. You may begin to refer students to Uwill, and students can register and schedule sessions.

#### **Partnership Touchpoints**

Uwill develops strong working partnerships with its clients and holds regular meetings to analyze program trends, receive feedback and make continuous program improvements.

#### **c. Time frame for completion (if not otherwise specified by the agency in the statement of needs).**

The time frame for completion is within 60 days of receiving a signed contract.

#### **Statement of Needs**

*The Contractor shall:*

- 1. Provide telehealth services to students in grades 6-12 and can scale up the number of students served, if necessary, based on demand from school divisions.**

#### **Umatch**

*Umatch*, Uwill's teletherapy offering, provides an immediate appointment with a licensed provider, based on a student's needs and preferences. This includes consultation, diagnosis, treatment, and referral services for behavioral health issues via multiple modalities: including phone, video, chat, and message. We intentionally created a responsive design web application to ensure all users, regardless of their device or browser, receive the full complement of Uwill features and guarantees look and feel continuity across all devices (Android and iOS smartphones, tablet, desktop, laptop, and Chromebook), providing an equitable and accessible experience for all students.

From a quiet and private location, students:

- connect directly to the Uwill platform,
- select criteria that meet their needs (including immediacy, gender, language, ethnicity, and/or clinical need), and
- choose from five counselors that have been curated for them based on the criteria selected.

Only available counselors within the timeframe selected by the student will be presented. Once a counselor is selected, the student is presented with the counselor's calendar and directly schedules their first teletherapy session. Appointments are available seven days a week (including after hours, weekends, breaks and holidays included) and students can schedule

recurring appointments with the same counselor or choose a different counselor. At least 32% of students choose a same-day appointment and we accommodate.

### **Consent**

In the Commonwealth of Virginia, minors 14 and older who are physically capable of giving consent can legally provide consent to Uwill. For other minors, consent is prompted after a student books a session. Essentially, once the student selects a session, the system will prompt them to enter guardian information. From there, the guardian will receive an email indicating that their student has asked to use Uwill, and consent is required. The guardian simply selects the email and completes an electronic signature validating their consent. If consent is not provided prior to the start of the appointment, the appointment will not begin.

### **Scaling**

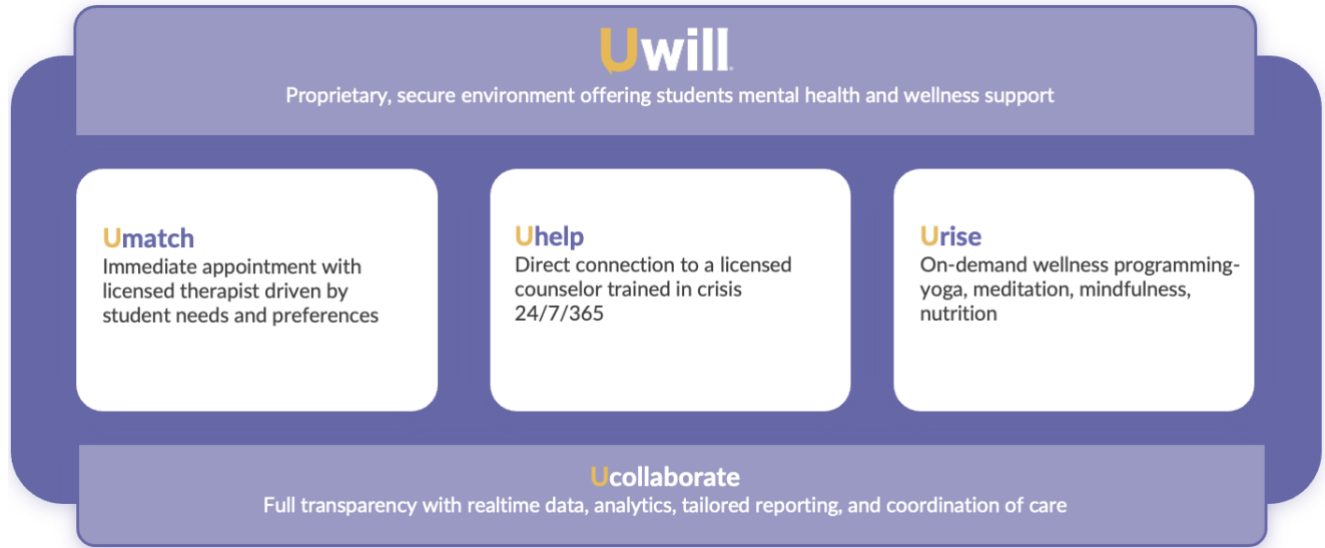
As we currently serve more than 400 clients and three million students worldwide, Uwill possesses a superior ability to scale by adding counselors in accordance with your student population and growth.

Uwill's platform is designed to scale efficiently, meaning we can serve an increasing number of students without diminishing service quality. Our technology coupled with our counselor success team (including six full-time recruiters), is what makes the difference with our partners, and what allows us to scale according to your unique needs.

*Uwill can service all 680,000+ Virginia grade 6-12 students with unlimited teletherapy sessions, unlimited crisis calls that work in concert with teletherapy, unlimited wellness resources, and realtime reporting/analytics if all districts decide to pool their money. We currently support 550,000+ students in the state of New Jersey.*

## **2. Demonstrate that a clear menu of services is offered, including service descriptions and associated costs**

Uwill is the *fastest route to a licensed counselor in the industry*. Our platform was built with the purpose and intent to remove barriers to care, providing immediate and equitable access to all students, especially those underrepresented and not drawn to traditional counseling. Uwill's environment is made up of the following key components 24/7/365:



- ❖ **Umatch** is our mental health counseling services offered via our secure 24/7 software platform. Students can book an immediate appointment (within 5 minutes) with a licensed provider, based on their needs and preferences. This includes consultation, diagnosis, treatment, and referral services for behavioral health issues via multiple modalities: *phone, video, chat, and message*. Students can schedule an appointment at a day and time of their choice. Appointments are available *seven days a week* (after-hours, weekends, breaks, and holidays included).
- ❖ **Uhelp**, our direct crisis connection, has changed the landscape for students in crisis as it has been credited as the only solution to *directly connect students to a licensed counselor trained in trauma 24/7/365*. With no in-take or phone trees, it is the fastest and safest route for most students in need. Our provider answers within 30 seconds and is prepared to perform a risk assessment and de-escalate a situation. That therapist would have the division’s/school’s emergency protocols in front of them while interacting with the student. Our clinicians will follow up within 48 hours and again in 30 days to make sure that the student is doing okay.
- ❖ **Urise** is our wellness component available to all students within the Uwill environment. Our programming is proprietary and 100% original. For many students, wellness complements their therapy while others just want to participate in yoga, meditation, and mindfulness. Available on-demand, 24/7, with new content released weekly, Urise is designed to holistically address some of the most common issues students are facing such as sleep, academic performance, stress, and school/life balance.
- ❖ **Ucollaborate** is our proprietary administrative solution that provides realtime reporting, analytics, and tailored reports, all while your students benefit from a superior level of coordination of care. Access to data is paramount to understanding trends and insights, and given the seriousness of our responsibility, we offer complete transparency on-demand.

Organizational administrators have access to aggregate utilization, demographic, and search data, whereas school clinicians - if wanted - have access to both aggregate and student-identifiable data. Permission-based administrators can access data on the dashboard or create reports to control what information they want to see and when to see it.

Administrators and clinicians select the information they want to receive, the day of the week they want to receive it, and their preferred cadence (daily, weekly, or monthly). Any data requested, if not on the dashboard, will be provided by your account manager.

All pricing information and associated costs with Uwill’s services can be found in “**Section XI. Pricing Schedule.**”

**3. Provide detailed information about the billing structure for services (student-measured/time-measured).**

Uwill offers a no-cost, no-insurance model for students. Health insurance is not required in Virginia. Billing individual students’ insurance plans is not equitable since not all students have insurance. The VDOE and/or divisions are responsible for purchasing Uwill on behalf of their students. Our billing structure is based on the student population as we offer a pay per student model, however, we are pricing a time-measured model per the requirements of this RFP (with the understanding that we will negotiate the best program for each division/school interested with the local school boards). We do not accept Medicaid or private insurance.

**4. Share evidence-based, tiered approaches that may be used during telehealth counseling and the details regarding duration, frequency, progress monitoring, and mental health need(s) they address (e.g., anxiety, trauma, substance use). Provide individualized clinical practices based on the particular needs of the student, to include but not limited to evidence-based practices for counseling are:**

- Cognitive Behavioral Therapy
- Motivational Interviewing
- Dialectical Behavioral Therapy
- The Youth Screening, Brief Intervention, and Referral to Treatment; and □ Solution Focused Brief Therapy

**Telehealth Counseling Services**

Uwill’s counselors provide comprehensive clinical assessments, individual therapy, setting and achieving positive and individualized goals through student engagement. *Umatch* therapists are able to complete **clinical assessments** over the course of three to five sessions and **provide on-going therapy** that focuses on the attainment of **SMART goals** pertaining to the student's clinical needs. These goals typically go hand and hand with the areas identified by school systems: developing social skills, positive relationships, communication skills, attendance, time management, and academic performance (completing homework, submitting assignments on time, etc.).

Behavioral health support through Uwill treats a *variety of presenting concerns*, including, but not limited to depression, anxiety, panic, stress, academic concerns, relationship concerns, loneliness, trauma, self-esteem, sleep disturbances, identity concerns, and discrimination. The initial screening also explores student's experience of mood disorders, substance use, eating disorders, psychosis, safety concerns, risk concerns, and complete an interview regarding their presenting challenge. Depending on the student's presentation, a higher level of care may be recommended to best support their clinical needs. In addition, if a student's behaviors have indicated that they are unable to comply with treatment on the Uwill platform, more structured environments are recommended to the student for on-going care.

### **Evidence-based Practices**

The Uwill team understands how to adapt evidence-based modalities to support short-term treatment, including cognitive behavioral therapy, dialectical behavior therapy, and solution-focused therapy, being the most common.

## **5. Only use mental health professionals licensed by the Virginia Department of Health Professionals.**

*Uwill meets this requirement.*

### **Counselor Qualifications**

Uwill only offers students independently licensed clinicians who are *licensed to practice in Virginia*. Uwill providers include, but are not limited to, psychologists (PsyD), professional counselors (LPC, LMFT), and clinical social workers (LCSW) with:

- *Extensive experience* (averaging 12 years) working with students within school systems, private practice, hospitals, or other clinical settings.
- *Familiarity with adapting evidence-based modalities* to support short-term treatment, including cognitive behavioral therapy, dialectical behavior therapy, and solution-focused therapy, as the most common.
- *Unique focus on supporting tangible skills* that students can take from a session to utilize as needed to increase their sense of wellbeing.
- *Behavioral health support experience with the treatment of a variety of presenting concerns* including but not limited to depression, anxiety, panic, stress, academic concerns, relationship concerns, loneliness, trauma, self-esteem, sleep disturbances, identity concerns, and discrimination.

Uwill's family of therapists provides remote consultations, diagnosis, and treatment for behavioral health services. Equally important is timely access, clinical interventions, and resources to meet the specific needs of each student seeking mental health services.

### **Vetting Process**

Uwill's clinical team is composed of both full-time and independently contracted licensed therapists who offer counseling services on the Uwill platform. All providers on the Uwill platform:

- complete background checks,
- participate in multiple interviews,
- receive extensive training (including diversity training), and
- must comply with our HIPAA informed provider services agreement.

Uwill's Clinical Affairs Team provides clinical oversight and coordination of care, serving as a case manager in the event of an emergent situation or one that requires additional attention. Following a Uwill clinician reporting a student's need, the clinical affairs team will coordinate care with the division's/school's designated contact directly.

### **Diverse Providers**

Uwill was built under the premise that when a client connects with a provider who shares identities or lived experiences, a more positive outcome will occur. Our mission is to encourage, support and celebrate diverse voices as we continue to recruit and build our counselor family. Uwill has continuously prioritized recruiting diverse and multi-lingual providers, as well as making sure all our counselors continue to build the skills necessary to work with all communities through monthly training and panels.

## **6. Comply with all federal FERPA privacy laws as outlined by the U.S. Centers for Disease Control and Prevention.**

*Uwill meets this requirement.* All Uwill systems and processes are FERPA compliant. Uwill will never sell or share student data with third parties, even on an anonymized basis. Students, when registering, provide their name, birthdate, email, physical address (for crisis situations and to assist us in providing appropriately licensed therapists), and emergency contact information. Other questions during the registration process are optional for the student.

## **7. Comply with all federal HIPAA rules and regulations as outlined in the U.S. Department of Health and Human Services' Summary of the HIPAA Privacy Rule | HHS.gov.**

*Uwill meets this requirement.* All systems and processes are fully HIPAA compliant. Additionally, all Uwill providers are required to complete HIPAA privacy and information security training. Training on these topics is ongoing and all providers must sign an agreement requiring them to adhere to our privacy and information security policies, as well as any standards set by state and federal agencies.

## 8. Provide a plan for collecting student, parent, and school feedback.

*Uwill meets this requirement.*

### **Student Feedback**

At the end of a student's Umatch session, students are asked three questions:

1. How likely are you to recommend Uwill to someone else?  
*(1-10, Not Likely to Likely)*
2. How was today's session with [provider]?  
*(1-10, Something was missing to Felt right for me)*
3. How useful was the session?  
*(1-10, No feedback, tools, or skills to Helpful feedback tools, or skills)*

The first question is our net promoter score (NPS) that we use internally. The second and third questions are averaged to provide the student rating that you see on your dashboard. These ratings can be broken out further, upon request and according to your needs.

We can provide student comments monthly, upon request. Typically, of those students who participate in the surveys less than 5% write comments, however they often will provide more qualitative feedback.

### **Parent Feedback**

To ensure we gather valuable insights from parents, Uwill will provide a survey designed to assess parent perceptions of their child's experience with our services. This survey can be distributed through the school at regular intervals (e.g., mid-year and end-of-year) and will cover key areas such as:

- Perceived impact of teletherapy on their child's well-being and academic success.
- Ease of access and scheduling for their child.
- Satisfaction with communication regarding available mental health resources.

In addition to surveys, we are open to collaborating with schools to facilitate parent focus groups or collect feedback through designated email channels. This multi-faceted approach ensures parents have opportunities to share their perspectives in ways that are most convenient for them.

### **School Feedback**

Divisions/schools will have access to their customer success team, whose responsibilities will include but are not limited to:

- Conducting regular check-in meetings to review performance, activities, and observations.
- Ensuring an exceptional level of school satisfaction.

- Proactively identifying and implementing programs and actions to increase the effectiveness and impact of Uwill services.
- Fully understanding VDOE and individual division account needs.
- Keeping Uwill's management and product group informed of possible short- and long-term product improvements and enhancements.
- Working with marketing to create content for your account.

**4. Complete a Memorandum of Understanding with any participating LEA, including signing a Virginia Student Data Privacy agreement with each LEA that enters into an agreement.**

Uwill will complete a Memorandum of Understanding with any participating LEA, including signing a Virginia Student Data Privacy agreement with each LEA that enters into an agreement.

**5. Provide student mental health counseling that is evidence-based via telehealth to students in grades 6-12 at school during the school day after parental consent has been obtained.**

*Uwill meets this requirement.*

Focusing on students in grades 6-12 for teletherapy services aligns well with research showing that adolescents face unique and heightened mental health needs that often emerge and intensify during middle and high school years. The developmental stage from ages 12-18 is marked by significant emotional, social, and academic transitions, making students in these grades especially susceptible to issues like anxiety, depression, and stress-related challenges. Early intervention through accessible teletherapy has been shown to help mitigate these issues, support academic success, and promote long-term well-being.

All Uwill therapists provide evidence-based mental health counseling. Services are available 24/7/365, including school day hours and after-school hours (nights, weekends, breaks and holidays).

**Parental Consent**

In the Commonwealth of Virginia, minors 14 and older who are physically capable of giving consent can consent to Uwill. For other minors, the following provides a snapshot of what the consent process would look like:

- 1. Student Books a Session:** Once a student selects an appointment, they are prompted to enter their parent or guardian's contact information.
- 2. Parent/Guardian Consent Request:** The parent/guardian receives an email notification that their student has booked a session and consent is required.

3. **Electronic Signature:** The parent/guardian electronically signs the consent form, indicating their approval to share information and involve them in the student's therapeutic process.
4. **Appointment Delay Without Consent:** If consent is not obtained before the appointment begins, the session will be delayed or canceled.

Uwill values the collaboration and coordination of care with school staff and parents/guardians to enable the most beneficial care for your students. We recruit clinicians who have experience and expertise working with minors, and many have worked within a school-based setting, aided with student's school accommodation needs, and coordinated with schools on behalf of their clients. Uwill therapists are diligent about engaging collateral contacts in a student's care and treatment plans, including parents, guardians, and/or school staff directly involved in care.

**6. Ensure that all telehealth mental health providers are working within their scope of practice, according to their specific license.**

*Uwill meets this requirement.* All Uwill mental health providers go through a rigorous vetting process to ensure they are working within their scope of practice and in accordance with the licensure they currently hold in the Commonwealth of Virginia.

**Our Vetting Process**

Uwill's clinical team is composed of both full-time and independently contracted licensed therapists who offer counseling services on the Uwill platform. All providers on the Uwill platform:

- **complete background checks,**
- **participate in multiple interviews,**
- **receive extensive training (including diversity training), and**
- **must comply with our HIPAA informed provider services agreement.**

Additionally, Uwill's Clinical Affairs Team provides clinical oversight and coordination of care, serving as a case manager in the event of an emergent situation or one that requires additional attention. Following a Uwill clinician reporting a student's need, the clinical affairs team will coordinate care with LEA's designated contact directly.

**7. Provide all necessary technology set-up at each school site.**

*Uwill meets this requirement.*

Uwill intentionally created a responsive design web-based application to ensure all users, regardless of their device or browser, receive the full complement of Uwill features. In addition, this approach guarantees look and feel continuity across devices (Android and iOS smartphones, tablet, desktop, laptop, or Chromebook), providing an equitable and accessible

experience for all students. The only infrastructure requirements are a device, internet access, and a private space.

**8. Utilize telehealth software that is easy to use, considers and preserves privacy, and meets broadband requirements.**

*Uwill exceeds this requirement.* The Uwill environment is user-friendly, intuitive, and easy to navigate (we are rated a 9.3/10 across all clients). Our primary goal is to enable a student to register and book a first appointment within minutes. Students need standard internet access to enter Uwill's web-based platform using an Android or iOS smartphone, a tablet, desktop, laptop, or Chromebook.

**Student Privacy**

Uwill understands the importance of privacy and security. All systems and processes are fully HIPAA and FERPA compliant. Additionally, all Uwill providers are required to complete HIPAA privacy and information security training. Training on these topics is ongoing and all providers must sign an agreement requiring them to adhere to our privacy and information security policies, as well as any standards set by state and federal agencies.

Uwill will never sell or share student data with third parties, even on an anonymized basis. Students, when registering, provide their name, email, physical address (for crisis situations and to assist us in providing the appropriately licensed therapists), and emergency contact information. Other questions during the registration process are optional for the student.

**9. Be responsible for all its work and all materials, tools, equipment, appliances, and property of any and all description used in connection with this contract.**

*Uwill meets this requirement.*

Uwill acknowledges and accepts full responsibility for all work performed under this contract, as well as for all materials, tools, equipment, and proprietary technology used in connection with our services. We ensure that our platform, teletherapy services, and all related resources are maintained and secured to the highest standards to provide uninterrupted, high-quality support to students and schools.

**10. Maintain throughout the contract period general liability insurance and cyber/information technology insurance and provide said insurance to any school division, school board, its officers, and employees that enter into this contract.**

*Uwill meets this requirement.*

We have provided a copy of our certificate of insurance at the following link for your review: <https://tinyurl.com/46j6c92d>. In addition, all our independently licensed therapists agree to maintain liability insurance, according to state regulations.

**11. Collaborate with each school division that enters into the contract to establish an efficient referral pathway for student access to telehealth services. Referrals for telehealth services should be generated only by designated school staff or by parents.**

*Uwill meets this requirement* and agrees to collaborate with each school division that enters a contract with Uwill and will work in partnership to establish an effective and efficient referral pathway for students to access our telehealth services.

That said, limiting referrals from only designated school staff or parents may inadvertently restrict access for students in need. Data from Uwill's platform shows that **62% of users have never engaged with their school counseling department or experienced therapy before**. By allowing self-referrals, schools can significantly expand access to mental health support, aligning with the goals of Virginia's *Right Help, Right Now* plan to ensure students receive timely care.

Uwill's platform is designed to **complement, not replace, school resources** and help schools reach more students. Through our **Ucollaborate** tool, each division/school can track service utilization, ensuring oversight by a licensed clinical professional (such as an LCSW) at the school. We welcome further discussion on how to implement a referral pathway that balances access with appropriate oversight.

**12. Designated school staff may include a school-based mental health professional (i.e. school counselor, school psychologist, or school social worker) or other representative of a school intervention/referral team (e.g., multi-tiered system of supports, behavioral health, or other team).**

*Uwill meets this requirement.*

**Customer Success Support**

Uwill will also assign a dedicated customer success manager to act as the **primary point of contact for each school throughout the life of the contract** and will leverage Uwill's functional and management resources when needed during the initial implementation, launch, or to provide ongoing school support.

### **Clinical Support**

Uwill’s Clinical Affairs Team provides clinical oversight and coordination of care, led by Erin Andrews (LMHC, LPCC), Stephanie Dos Santos (LICSW), and Jessica Feinberg (LICSW). This team is responsible for all provider onboarding and training and also serves as a case manager in the event of an emergent situation or one that requires additional attention.

Please note that when a student first meets with their Uwill therapist, the provider utilizes the session to build rapport, explore treatment history and current goals, and provide psychoeducation as needed. Uwill therapists will also complete a screening in the initial session to gather a sense of the student’s presenting problem acuity and risk status. Depending on the presenting problem, therapists utilize assessments at their discretion. Typical measures utilized by Uwill therapists include the DASS, PHQ9, GAD7, BDI, and BAI.

If a Uwill counselor feels a referral is needed, a referral request is routed to our Clinical Affairs Team to review and to develop a recommendation for the student’s care. After this discussion, the Clinical Affairs Team will coordinate care with the designated contact at the school to work in partnership to ensure the student is connected to the appropriate level of care. While the referral is being facilitated, the Uwill counselor will continue to work with the student, so they are not left without support. Uwill counselors discuss the referral directly with the student for full clinical transparency.

### **13. Provide documentation that parent/guardian approval is received prior to any outreach.**

Uwill equips each school with materials to help promote Uwill, spread adoption, and increase utilization. Parent communication templates and tools are provided within our marketing toolkit.

As for approval to use Uwill’s services, in the Commonwealth of Virginia minors aged 14 and older who are physically capable of giving consent can provide consent to Uwill. For other minors, the following provides a snapshot of what the consent process would look like:

1. **Student Books a Session:** Once a student selects an appointment, they are prompted to enter their parent or guardian's contact information.
2. **Parent/Guardian Consent Request:** The parent/guardian receives an email notification that their student has booked a session and consent is required.
3. **Electronic Signature:** The parent/guardian electronically signs the consent form, indicating their approval to share information and involve them in the student's therapeutic process.
4. **Appointment Delay Without Consent:** If consent is not obtained before the appointment begins, the session will be delayed or canceled.

**14. Provide parent/guardian sign-up materials, training, and support.**

Uwill values the collaboration and coordination of care with school staff and parents/guardians to enable the most beneficial care for your students. We recruit clinicians who have experience and expertise working with minors, and many have worked within a school-based setting, aided with student’s school accommodation needs, and coordinated with schools on behalf of their clients. Uwill therapists are diligent about engaging collateral contacts in a student’s care and treatment plans, including parents, guardians, and/or school staff directly involved in care.

Our product is designed to make parent/guardian consent seamless, with the consent process integrated into our platform. Additional sign-up materials, training, and are not necessary. Uwill leverages a collaborative approach with schools to help market and promote our solution using a student, staff, and parent voice.

**15. Provide follow-up and case management support for students, including appointment scheduling, assistance navigating the healthcare system/Medicaid, coordination of ongoing counseling or psychiatric supports, and coordination with existing school supports.**

*Uwill meets this requirement.*

**Case Management Support**

The Uwill environment is extremely user-friendly and easy to navigate. Our primary goal is to enable a student to log on, register, and book a first appointment within 5 minutes. No navigators or assistance is necessary to book an appointment on the Uwill platform. Customer service is always available to assist a student in need, and student user guides are provided and readily available in our communication materials. Students are able to easily re-book with the same counselor for continuity of care or search for a different counselor according to their personal preferences.

With *Uhelp*, our direct connection to licensed counselors trained in trauma 24/7/365, case management is built into our process. A therapist will follow up within 48 hours with every student who calls to make sure they are doing okay and have followed the action items provided to the student during their call. Our therapists will follow up again in 30 days. *Uhelp* also accepts third party calls for teachers or parents who are concerned about a student.

**Uwill’s No Cost/No Insurance Model**

Uwill offers a no-cost, no-insurance model for students. Health insurance is not required in Virginia. Billing individual students’ insurance plans is not equitable since not all students have insurance. The VDOE and/or divisions are responsible for purchasing Uwill on behalf of their students. We do not accept Medicaid or private insurance.

### **Coordination of Care**

During our onboarding process each division/school will provide Uwill with information about community agencies/resources and any other school resources available to students. This information will be shared with our clinical affairs team, who provide it to our counselors (this information lives on our provider dashboard). If a student needs additional support outside of Uwill services, we will coordinate support and assistance with designated school staff members.

Following a Uwill clinician reporting a student's need, the clinical affairs team will coordinate care with the school directly. Uwill's priority is to protect the client's privacy while ensuring safety of the client. In light of this, Uwill conveys the minimum amount of personal health information necessary for the situation. This information may include client name, client care information and risk assessment, nature of the imminent threat to the client or someone else, any other pertinent information that may impact safety.

In the event that a student is in need of more intense medical care, they will be referred to a nearby local hospital and/or urgent care location, as guided and recommended by school staff during the onboarding process when protocols for higher levels of care are established.

**16. Agree that all work and services rendered are in strict conformance with all laws, statutes, and ordinances and the applicable rules, regulations, methods, and procedures of all government boards, bureaus, offices, and other agents.**

*Uwill meets this requirement.* All services rendered are in strict conformance with all laws, statutes, and ordinances, and the applicable rules, regulations, methods, and procedures of all government boards, bureaus, offices, and other agents.

**17. Furnish services described in the contract at the times and places and in the manner and subject to conditions set forth provided with understanding that the school board may reduce the said services at any time.**

*Uwill meets this requirement.* Uwill agrees to furnish services as described in the contract at the times and places and in the manner and subject to conditions set forth and provided with understanding that the school board may reduce services at any time.

**18. Provide services that are compliant with state and federal requirements relating to accessibility, including the Americans with Disabilities Act and Sections 504 and 508 of the Rehabilitation Act of 1973.**

*Uwill meets this requirement.*

Uwill's platform is ADA-compliant. All Uwill products are accessible on one platform that is clear and easy to access and use. Uwill intentionally created a web application to ensure all users, regardless of their device or browser, receive the full complement of Uwill features. In addition, by following responsive design best practices, we can guarantee continuity across devices, providing an equitable and accessible experience for all students.

Uwill takes a design-based approach to accessibility and follows the seven principles of universal design:

1. Equitable use
2. Flexibility in use
3. Simple and intuitive use
4. Perceptible information
5. Tolerance for error
6. Low physical effort
7. Size and space for approach and use.

We leverage these principles to deliver a fair and accessible human-centered experience. We have an internal program for accommodations that drives our approach to accessibility in accordance with UA Rehabilitation Act Section 508, The Web Content Accessibility Guidelines (WCAG), and the Epub Accessibility Guidelines. Further, this internal program ensures fully accessible features for users during their planning, execution, and completion of counseling sessions.

**WCAG 2.1 Compliance**

Uwill fully adheres to the W3C Web Content Accessibility Guidelines, version 2.1 (WCAG 2.1) at conformance levels A and AA, as well as meets the requirements outlined in Section 508 accessibility standards. Our dedication to accessibility ensures that our product is usable by individuals of all abilities, fostering inclusivity and providing an optimal user experience for all.

**19. Report monthly data or real-time reporting to the VDOE of aggregated, de-identified program metrics by school division and school including which school divisions and schools are participating and the number of students participating per school division and school.**

*Uwill meets this requirement.*

Access to data is paramount to understanding trends and insights, and given the seriousness of our responsibility, we offer complete transparency on-demand. *Ucollaborate* is our proprietary administration solution that is our method of tracking, documenting, and gathering appropriate data of services in a confidential manner. We provide realtime reporting, analytics, and tailored reports, all while your students benefit from a superior level of coordination of care. Permissioned-based organizational administrators have access to aggregate utilization, demographic, and search data, whereas permissions-based campus clinicians have access to both aggregate and student-identifiable data.

Uwill can report realtime data to the VDOE of aggregated, de-identified program metrics by school division and school including which school divisions and schools are participating and the number of students participating per school division and school. We do this by building a parent/child model.

**Realtime aggregate information includes:**

- Feedback ratings
- Registered users
- Active users
- Upcoming sessions
- Reasons for using Uwill
- Focus area chosen
- Student demographics (including ethnicity and gender)
- Total number of sessions
- Breakdown of session modality
- Top Urise program views

**Optional realtime clinical data can only be accessed by licensed clinicians** including identifiable client information and appointment history. *Uhelp* data is also provided which includes name of caller, date/time, duration, reason for call, presenting problem, synthesis of risk, and ideation. School clinicians will only have access to their school's students.

Permission-based administrators can access data on the dashboard or can create their own reports and control what information they want to see and when to see it. Administrators and clinicians select the information they want to receive, the day of the week they want to receive it, and the cadence (daily, weekly, or monthly).

Any data requested, if not on the dashboard, will be provided by your account manager.

### **The Administrator Experience**

The following is a video overview of the administrator experience, for your review:

<https://vimeo.com/791957076/e0ac37d219>

**20. Notify the VDOE immediately of any changes in offerings or cost that would require the agreed upon contract to be adjusted, which could result in a termination of the agreement.**

*Uwill meets this requirement* and agrees to notify the VDOE immediately of any changes in offerings or cost that would require our agreed upon contract to be adjusted and note that such changes could result in a termination of the agreement.

**21. Provide a secure environment for content and any hardware and software, including servers, network and data components. Suppliers secure environment shall adhere to NIST 800-53 rev5. Access controls should be designed to limit access to the content in accordance with the principles of least privilege.**

Uwill meets these requirements, providing a secure environment. The following are security standard details associated with the Uwill solution:

- Uwill utilizes the NIST CSF 1.1 framework to align our security controls and ensure proper technology risk is managed to an acceptable level. Security policies and processes are documented and reviewed to ensure alignment with NIST CSF and that any compliance requirements (e.g. HIPAA) are met or exceeded. We routinely test our controls to ensure effectiveness in the production environment.
- Uwill employs a multiple-tenant environment. All client data is segmented with no commingling of any client data.
- The operating system that runs the application server is Linux based via Heroku, in the cloud.
- The data is securely hosted and only accessible via a secure, token-based API.
- Uwill has SaaS multi-tier architecture that segregates the web and application and database layers and integration with external solutions is done via secure role-based integration layered architecture. Secure connectivity is accomplished by ensuring that hardware as well as software layers are hardened, and data transmission is enabled between layers via defined protocols of data communication.
- Data is encrypted in transmission and storage as PGP 4096-bit encryption. Uwill security policies and procedures are established for the management of cryptographic keys for lifecycle management from key generation to revocation and replacement, public key infrastructure, cryptographic protocol design and algorithms used, access controls in place for secure key generation, and exchange and storage including segregation of keys used for encrypted data or sessions).

- Uwill has a SaaS multi-tier architecture that segregates the web and application and database layers and integration with external solutions is done via secure role-based integration layered architecture. Secure connectivity is accomplished by ensuring that hardware, as well as software layers, are hardened, and data transmission is enabled between layers via defined protocols of data communication.
- Uwill security and integrity are managed by strong change management around monitoring, and scheduled patch management on the server and on the applications. We have dedicated staff to handle communications and rollback procedures to handle software updates, security patches with defined scheduled times of deployment, and system administration activities and application updates are planned to ensure no disruption to normal operations.
- The change management process includes auditable approvals in workflow from the right resource assignment for deployments through deployment with documented rollback protocols as needed. Dedicated engineering and infrastructure staff is assigned to handle the documentation, ongoing steady- state monitoring, and dedicated QA staff to verify updates in the Uwill systems and then send verification results to plan the deployments. Security training completion is needed prior.

**Section 5: XI. Pricing Schedule**

Quantities set forth in this solicitation are estimates only, and the contractor shall supply at proposed prices actual quantities as ordered by each school division, regardless of whether such total quantities are more or less than those shown.

Service	Quantity (Hrs.)	Unit Rate (\$)	Unit Measure	Extended Cost
Cognitive Behavioral Therapy	2000	\$125	Hrs.	\$250,000
Motivational Interviewing	2000	\$125	Hrs.	\$250,000
Dialectical Behavioral Therapy	2000	\$125	Hrs.	\$250,000
The Youth Screening, Brief Intervention, and Referral to Treatment	2000	\$125	Hrs.	\$250,000
Solution Focused Brief Therapy	2000	\$125	Hrs.	\$250,000
			Total Cost	\$1,250,000

Optional Additional Services (Additional will not be included in the evaluation)

Service	Unit Rate (\$)	Unit Measure
Unlimited teletherapy sessions ( <i>Umatch</i> ); Unlimited crisis connection 24/7 w/ 48-hour and 30 day follow up ( <i>Uhelp</i> ); Unlimited wellness ( <i>Urise</i> ); Reporting and analytics ( <i>Ucollaborate</i> ); Uwill license to include SaaS platform, ongoing therapist recruitment, customer success, marketing, and customer service.	\$25,000	Division with <b>1-499 students</b> in grades 6-12
Unlimited teletherapy sessions ( <i>Umatch</i> ); Unlimited wellness ( <i>Urise</i> ); Reporting and analytics ( <i>Ucollaborate</i> ); Uwill license to include SaaS platform, ongoing therapist recruitment, customer success, marketing, and customer service.  <i>Optional: unlimited crisis connection 24/7 w/ 48-hour and 30 day follow up (Uhelp)</i>	\$25,000          <i>Optional Uhelp: \$18,000</i>	Division with <b>500-1999 students</b> in grades 6-12

<p>Unlimited teletherapy sessions (<i>Umatch</i>);                  Unlimited wellness (<i>Urise</i>);                  Reporting and analytics (<i>Ucollaborate</i>);                  Uwill license to include SaaS platform, ongoing therapist recruitment, customer success, marketing, and customer service.  <i>Optional: unlimited crisis connection 24/7 w/ 48-hour and 30 day follow up (Uhelp)</i></p>	<p>\$13/student</p> <p><i>Optional Uhelp: \$24,000</i></p>	<p>Division with <b>2000-4,999 students</b> in grades 6-12</p>
<p>Unlimited teletherapy sessions (<i>Umatch</i>);                  Unlimited crisis connection 24/7 w/ 48-hour and 30 day follow up (<i>Uhelp</i>);                  Unlimited wellness (<i>Urise</i>);                  Reporting and analytics (<i>Ucollaborate</i>);                  Uwill license to include SaaS platform, ongoing therapist recruitment, customer success, marketing, and customer service.</p>	<p>\$12/student</p>	<p>Division with <b>5000-9,999 students</b> in grades 6-12</p>
<p>Unlimited teletherapy sessions (<i>Umatch</i>);                  Unlimited crisis connection 24/7 w/ 48-hour and 30 day follow up (<i>Uhelp</i>);                  Unlimited wellness (<i>Urise</i>);                  Reporting and analytics (<i>Ucollaborate</i>);                  Uwill license to include SaaS platform, ongoing therapist recruitment, customer success, marketing, and customer service.</p>	<p>\$11/student</p>	<p>Division with <b>10,000-19,999 students</b> in grades 6-12</p>
<p>Unlimited teletherapy sessions (<i>Umatch</i>);                  Unlimited crisis connection 24/7 w/ 48-hour and 30 day follow up (<i>Uhelp</i>);                  Unlimited wellness (<i>Urise</i>);                  Reporting and analytics (<i>Ucollaborate</i>);                  Uwill license to include SaaS platform, ongoing therapist recruitment, customer success, marketing, and customer service.</p>	<p>\$10/student</p>	<p>Division with <b>20,000-39,999 students</b> in grades 6-12</p>
<p>Unlimited teletherapy sessions (<i>Umatch</i>);                  Unlimited crisis connection 24/7 w/ 48-hour and 30 day follow up (<i>Uhelp</i>);                  Unlimited wellness (<i>Urise</i>);                  Reporting and analytics (<i>Ucollaborate</i>);                  Uwill license to include SaaS platform, ongoing therapist recruitment, customer success, marketing, and customer service.</p>	<p>\$9.50/student</p>	<p>Division with <b>40,000-49,999 students</b> in grades 6-12</p>

Unlimited teletherapy sessions ( <i>Umatch</i> ); Unlimited crisis connection 24/7 w/ 48-hour and 30 day follow up ( <i>Uhelp</i> ); Unlimited wellness ( <i>Urise</i> ); Reporting and analytics ( <i>Ucollaborate</i> ); Uwill license to include SaaS platform, ongoing therapist recruitment, customer success, marketing, and customer service.	\$9/student	Division with <b>50,000+</b> <b>students</b> in grades 6-12
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*\*Total price per division is the division grade count (grades 6-12) to equal the unit rate listed or be multiplied by the unit rate. By way of example, Amelia County has 822 students and will be \$25,000 for unlimited Umatch, Urise, and Ucollaborate and \$18,000 to add Uhelp; whereas Fairfax County has 99,808 students and will be \$9/student for a total of \$898,272 for unlimited Umatch, Uhelp, Urise, and Ucollaborate.*

Per the fall membership data, there are 680,134 students in grades 6-12 in the Commonwealth of Virginia. If 2% of students utilize Uwill, that is equivalent to 13,603 students. The average number of teletherapy sessions in the industry is three (3) sessions per user, which equals 40,808 sessions. 40,808 sessions multiplied by \$150/session is more than \$6,000,000.

If the VDOE would like to change their stance and all divisions want to join in together, we offer **unlimited teletherapy, unlimited crisis calls** answered by a licensed counselor trained in trauma, on-demand wellness resources, and reporting/analytics for **\$5,500,000 to all 680,134 students**.

We currently serve more than 500,000 students in the State of New Jersey, demonstrating our exceptional ability to scale. Uwill is committed to significantly increasing student utilization beyond 2% for Virginia and its students.

## **Section 6: Attachment B: Small Business Subcontracting Plan**

***Summarize the planned utilization of DSBSD-certified small businesses under the contract to be awarded as a result of this solicitation.***

Uwill is fully committed to supporting the Commonwealth's goal of increasing small business participation and recognizes the importance of partnering with DSBSD-certified small businesses. As part of our commitment, we have actively encouraged our DSBSD Virginia-based counselors and a dedicated recruiter to apply for DSBSD certification. While we do not yet have final certification numbers at the time of submission, several of our providers have completed their applications and received application numbers as you will see in Attachment B, Section B.

Our plan is to incorporate these newly certified DSBSD small businesses into our service delivery model as subcontractors under this contract. We are confident that, upon approval, these providers will enhance our ability to serve Virginia's students while aligning with the Commonwealth's small business utilization objectives. Uwill remains dedicated to fostering these partnerships and ensuring ongoing compliance with the contract's small business participation requirements.

We will be providing you each applicant's SBSD certification number as they are granted.

**ATTACHMENT B: SMALL BUSINESS SUBCONTRACTING PLAN**

***NOTE: This information can be captured using this template or using the sourcing tools available in eVA.***

It is the goal of the Commonwealth that over 42% of its purchases be made from small businesses. All potential offerors are required to return this document with their response.

**Small Business:** "Small business (including micro)" means a business which holds a certification as such by the Virginia Department of Small Business and Supplier Diversity (DSBSD) on the due date for proposals. This shall also include DSBSD-certified women- owned and minority-owned businesses and businesses with DSBSD service disabled veteran owned status when they also hold a DSBSD certification as a small business on the proposal due date. Currently, DSBSD offers small business certification and micro business designation to firms that qualify.

Certification applications are available through DSBSD online at [www.SBSD.virginia.gov](http://www.SBSD.virginia.gov) (Customer Service).

**Offeror Name:** Uwill, Inc.

**Preparer Name:** Jillian Wiseman, VP, Business Development      **Date:** January 31, 2025

**Who will be doing the work:**  **I plan to use subcontractors**     **I plan to complete all work**

**Instructions**

- A. If you are certified by the DSBSD as a micro/small business, complete only Section A of this form.
- B. If you are not a DSBSD-certified small business, complete Section B of this form. For the offeror to receive credit for the small business subcontracting plan evaluation criteria, the offeror shall identify the portions of the contract that will be subcontracted to DSBSD-certified small business for the initial contract period the initial contract period in Section B.

Offerors which are small businesses themselves will receive the maximum available points for the small business participation plan evaluation criterion, and do not have any further subcontracting requirements.

Offerors which are not certified small businesses will be assigned points based on proposed expenditures with DSBSD-certified small businesses for the initial contract period in relation to the offeror’s total price for the initial contract period.

Points will be assigned based on each offeror’s proposed subcontracting expenditures with DSBSD-certified small businesses for the initial contract period as indicated in Section B in relation to the offeror’s total price.

**Section A**

If your firm is certified by the DSBSD provide your certification number and the date of certification.

Certification number: \_\_\_\_\_ Certification Date: \_\_\_\_\_

**Section B**

If the “I plan to use subcontractors box is checked,” populate the requested information below, per subcontractor to show your firm’s plans for utilization of DSBSD-certified small businesses in the performance of this contract for the initial contract period in relation to the offeror’s total price for the initial contract period. Certified small businesses include but are not limited to DSBSD-certified women-owned and minority-owned businesses and businesses with DSBSD service disabled veteran-owned status that have also received the DSBSD small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc. It is important to note that these proposed participation will be incorporated into the subsequent contract and will be a requirement of the contract. Failure to obtain the proposed participation dollar value or percentages may result in breach of the contract.

**B. Plans for Utilization of DSBSD-Certified Small Businesses for this Procurement**

**Subcontract #1**

Company Name: Centum Search SBSBD Cert #: TBD - Application #836869  
Contact Name: Michelle Trieu SBSBD Certification: TBD  
Contact Phone: (617) 229-5424 Contact Email: mt@centumsearch.com  
Value % or \$ (Initial Term): \$50,000 Contact Address: 867 Boylston Street  
Description of Work: Recruiter Boston, MA 02116

**Subcontract #2**

Company Name: Women's Inner Fitness Counseling SBSBD Cert #: TBD  
Contact Name: Dr. Angela Wilbon SBSBD Certification: TBD  
Contact Phone: (443) 569-8882 Contact Email: info@wifw.com  
Value % or \$ (Initial Term): \$2,500 - \$5,000 Contact Address: 16701 Melford Blvd., Bowie, MD 20715  
Description of Work: Counselor

**Subcontract #3**

Company Name: May Kho SBSBD Cert #: TBD  
Contact Name: May Kho SBSBD Certification: TBD  
Contact Phone: (212) 727-1206 Contact Email: mayholmhc@gmail.com  
Value % or \$ (Initial Term): \$2,500 - \$5,000 Contact Address: 33 Bond Street, Brooklyn, NY 11201  
Description of Work: Counselor

**Subcontract #4**

Company Name: \_\_\_\_\_ SBSBD Cert #: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ SBSBD Certification: \_\_\_\_\_  
Contact Phone: \_\_\_\_\_ Contact Email: \_\_\_\_\_  
Value % or \$ (Initial Term): \_\_\_\_\_ Contact Address: \_\_\_\_\_  
Description of Work: \_\_\_\_\_

**Subcontract #5**

Company Name: \_\_\_\_\_ SBSBD Cert #: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ SBSBD Certification: \_\_\_\_\_  
Contact Phone: \_\_\_\_\_ Contact Email: \_\_\_\_\_  
Value % or \$ (Initial Term): \_\_\_\_\_ Contact Address: \_\_\_\_\_  
Description of Work: \_\_\_\_\_

## **Section 7: Attachment C: State Corporation Commission Form**

Uwill's completed Attachment C (State Corporation Commission Form) is included on the following page for your review.

**ATTACHMENT C: STATE CORPORATION COMMISSION FORM**

**Virginia State Corporation Commission (SCC) registration information.**

**The Offeror:** Uwill, Inc.

<input type="checkbox"/>	is a corporation or other business entity with the following SCC identification number: _____
<input type="checkbox"/>	is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust
<input checked="" type="checkbox"/>	is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from offeror's out-of-state location)
<input type="checkbox"/>	is an out-of-state business entity that is including with this proposal an opinion of legal counsel which accurately and completely discloses the undersigned offeror's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.
<input type="checkbox"/>	<b>**NOTE** &gt;&gt; Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver):</b> <input type="checkbox"/>

## **Section 8: Method for Dealing with Complaints/Problems**

*Description of the Offeror's method for dealing with problems and complaints presented by school divisions employees detailing at what point the problem would escalate to the next level of supervision/management.*

Uwill is committed to maintaining strong partnerships with school divisions by providing prompt and effective resolution to any issues or concerns raised by school employees. Our structured escalation process ensures transparency, accountability, and swift resolution at every stage:

### **1. Initial Resolution – Dedicated Customer Success Manager**

- Each school division is assigned a dedicated Uwill Customer Success Manager who serves as the primary point of contact for any concerns.
- Issues or complaints can be reported via email or phone.
- Most concerns are resolved at this level within **24-48 hours** through direct communication and collaboration with the school.

### **2. Escalation to Senior Leadership**

- If an issue requires further attention, it is escalated to Uwill's **Vice President of Customer Success** or our **Clinical Affairs Team**, depending on the nature of the concern (operational vs. clinical).
- A resolution plan is developed in consultation with school representatives to ensure alignment with expectations and policies.

### **3. Executive Review and Final Resolution**

- In rare cases where additional intervention is needed, the matter is escalated to **Uwill's Executive Leadership Team**.
- At this stage, a high-priority resolution strategy is implemented and a formal response is provided to the school division.

Throughout this process, Uwill maintains open communication with school stakeholders to ensure concerns are addressed efficiently and that schools receive ongoing support tailored to their needs.

## Section 9: Sample Communication Plan

*Provide a sample communication plan, including workflow between telehealth provider and designated school staff, overview of the consent process, parent permission letters, marketing material for introducing services to community and staff, a plan for communicating with schools and LEAs on which students are involved and their results, and a plan for communicating with parents on student progress.*

### Communication Overview

#### Workflow between Uwill and Designated School Staff

Uwill will also assign a dedicated customer success manager to act as the **primary point of contact for each school throughout the life of the contract** and will leverage Uwill's functional and management resources when needed during the initial implementation, launch, or to provide ongoing school support. Responsibilities include, but are not limited to:

- ✓ Ensuring an exceptional level of school, parent and student satisfaction.
- ✓ Proactively identifying and implementing programs and actions to increase the effectiveness and impact of Uwill services.
- ✓ Fully understanding your account needs.
- ✓ Keeping Uwill's management and product group informed of possible short- and long-term product improvements and enhancements.
- ✓ Conducting regular account check-in meetings to review performance, activities, and observations.
- ✓ Working with marketing to create content for your account.

#### Consent Process and Collaboration

Our consent form allows the sharing of information with the student's school to coordinate care and provides our therapists the ability to include parents/guardians within their clinical work. In the Commonwealth of Virginia, minors 14 and older who are physically capable of giving consent can consent to Uwill. For other minors, the following provides a snapshot of what the consent process would look like:

- 1. Student Books a Session:** Once a student selects an appointment, they are prompted to enter their parent or guardian's contact information.
- 2. Parent/Guardian Consent Request:** The parent/guardian receives an email notification that their student has booked a session and consent is required.
- 3. Electronic Signature:** The parent/guardian electronically signs the consent form, indicating their approval to share information and involve them in the student's therapeutic process.
- 4. Appointment Delay Without Consent:** If consent is not obtained before the appointment begins, the session will be delayed or canceled.

Uwill values the collaboration and coordination of care with school staff and parents/guardians to enable the most beneficial care for your students. We recruit clinicians who have experience and expertise working with minors, and many have worked within a school-based setting, aided with student's school accommodation needs, and coordinated with schools on behalf of their clients. Uwill therapists are

diligent about engaging collateral contacts in a student's care and treatment plans, including parents, guardians, and/or school staff directly involved in care.

### **Marketing Toolkit**

We will equip each school with materials to help promote Uwill, spread adoption, and increase utilization. After our kickoff meeting, your customer success manager will provide each school with communication materials to complement campus resources and services. Documentation includes:

#### **Student Communication:**

- Student Quick Start Guide & FAQ
- Student Email
- Posters
- Flyers
- Website Information
- Social Media
- Lawn signs
- CCTV slides

#### **Faculty/Administrator Communication & Training:**

- Email Signatures & Out of Office
- Presentation Slides

#### **Parent Communication:**

- Parent Email

To keep communications fresh, a partner marketing newsletter will also be available quarterly. Newsletters typically include blogs, emails, and social media posts targeting all audiences (students, faculty, and parents). Each newsletter is thematic, based on the time of year. Please see our Marketing Toolkit link for more information: <https://tinyurl.com/yfscmyye>.

### **Which students are using Uwill**

Through Ucollaborate, realtime clinical data can only be accessed by licensed clinicians including identifiable client information and appointment history. *Uhelp* data is also provided which includes name of caller, date/time, duration, reason for call, presenting problem, synthesis of risk, and ideation. School clinicians will only have access to their school's students.

### **Plans to communicate with parents**

Uwill values the collaboration and coordination of care with school staff and parents/guardians to enable the most beneficial care for your students. We recruit clinicians who have experience and expertise working with minors, and many have worked within a school-based setting, aided with student's school accommodation needs, and coordinated with schools on behalf of their clients. Uwill therapists are diligent about engaging collateral contacts in a student's care and treatment plans, including parents, guardians, and/or any school staff directly involved in care.

## **Section 10: Sample Implementation Plan**

*Provide a sample implementation plan, including required equipment, staffing requirements onsite, hours of operation, logistical information on how to schedule a session, billing structure, school staff training requirements, and policies and procedures.*

### **Implementation Plan**

Uwill's implementation plan is an efficient and seamless experience that can be completed in 60 days, depending on district requirements. Our streamlined process described below ensures a successful rollout.

#### **Stage 1**

Upon signing the agreement and kicking off our new relationship, we will schedule meetings with each participating division/school to introduce you to your Uwill dedicated team, composed of your Uwill relationship, customer success, and clinical affairs managers. Our agenda includes:

- **Establishing roles and responsibilities,**
- **Confirming the specifics of your program,**
- **Reviewing our onboarding form (i.e., identifying dashboard administrators and emergency contacts/protocol),**
- **Discussing Uwill communication/marketing materials and best practices.**

After our kickoff meeting, the customer success team will provide communication materials to complement school resources and services. We encourage a marketing-specific meeting to walk through materials and best practices.

#### **Marketing Toolkit**

We will equip each school with materials to help promote Uwill, spread adoption, and increase utilization. After our kickoff meeting, your customer success manager will provide each school with communication materials to complement campus resources and services. Documentation includes:

##### **Student Communication:**

- Student Quick Start Guide & FAQ
- Student Email
- Posters
- Flyers
- Website Information
- Social Media
- Lawn signs
- CCTV slides

**Staff/Administrator Communication & Training:**

- Email Signatures & Out of Office
- Presentation Slides

**Parent Communication:**

- Parent Email

To keep communications fresh, a partner marketing newsletter will also be available quarterly. Newsletters typically include blogs, emails, and social media posts targeting all audiences (students, staff, and parents). Each newsletter is thematic, based on the time of year. Please see our Marketing Toolkit link for more information: <https://tinyurl.com/yfscmyye>.

We will also follow up with a link to our onboarding form where the division/school will enter student demographics, who will have access to data, emergency procedures, and more.

Simultaneously, Uwill will assess our family of counselors compared to the demographics and needs of your students and recruit in accordance with your population using our team of full-time recruiters. Please note that we also will continuously recruit counselors in accordance with your student searches, population, and growth.

**Stage 2**

If needed, we will set up more clinically focused meetings to discuss your policies and procedures, our agreed process, coordination of care, expectations, and resources. The clinical affairs manager acts as a conduit to our counselors, and every Uwill clinician accesses a counselor dashboard with details reflecting the specifics of each institution's resources (i.e., well-being resources, basic needs, etc.). This meeting can be coupled with the kickoff meeting, or scheduled after the onboarding form is completed. At this time, Uwill will set up the platform and grant dashboard permissions.

**Stage 3**

It is our goal to make Uwill as frictionless as possible for all users. The simplicity of our system does not require training; however, our school engagement team is pleased to dedicate time to ensure faculty, staff and students are oriented to and familiar with how to use Uwill services. Meetings can include a Uwill product review and orientation, discussions about health and mental health trends and a review of best practices to increase utilization of Uwill services. The team can also provide psychoeducation and question/answer sessions to students.

**Stage 4**

We launch your program within 60 days after the kickoff meeting. You may begin to refer students to Uwill, and students can register and schedule sessions.

### **Partnership Touchpoints**

Uwill develops strong working partnerships with its clients and holds regular meetings to analyze program trends, receive feedback and make continuous program improvements.

### **Required Equipment**

We have minimal requirements for our program to ensure all students can have quality access to Uwill. Our platform was intentionally created as a responsive design web application to ensure all users could access counseling services from a variety of devices, including Android and iOS smartphones, tablets, desktops, laptops, or Chromebooks. Students need access to appropriate technology, internet access, and a private space from which they can complete therapy sessions.

### **Staffing Requirements Onsite**

Key individuals needed for any division/school to implement Uwill's mental health telehealth services successfully include, a/an:

- **Organizational Administrator**
- **Clinical Administrator**
- **Marketing Administrator**
- **Emergency Contact**

**Organizational administrators** have access to aggregate utilization, demographic, and search data, whereas **clinical administrators** have access to both aggregate and student-identifiable data. Permission-based administrators can access data on the dashboard or create reports to control what information they want to see and when to see it. Administrators can select the information they want to receive, the day of the week they want to receive it, and their preferred cadence (daily, weekly, or monthly). Any additional data requested, if not on the dashboard, will be provided by your account manager.

Uwill provides your **marketing administrator** with communication materials to complement school resources and services. After our kickoff meeting, we encourage a marketing-specific meeting between our marketing department and your marketing administrator to walk through marketing materials and best practices.

During our kickoff call, we will review our onboarding form which includes **emergency contacts/protocol**. We will set up a more clinically focused meeting to discuss your policies and procedures, our agreed process, coordination of care, expectations, and resources. In the event of a crisis or escalation occurring, we will need an emergency contact to follow up with.

### **Hours of Operation**

*Umatch*, our mental health counseling services, is offered via our secure software platform, 24/7/365. Appointments with counselors licensed in Virginia are available to your students seven days a week, including after-hours, weekends, breaks, and holidays. *Uhelp*, our crisis connection, is answered by licensed counselors trained in trauma and is available 24/7/365.

### **How to Schedule a Session**

From a quiet and private location, students connect directly to the Uwill platform, select criteria that meet their needs (including immediacy, gender, language, ethnicity, and/or clinical need), and choose from five counselors that have been curated for them based on the criteria selected. Only available counselors within the timeframe selected by the student will be presented. Once a counselor is selected, the student is presented with the counselor's calendar and directly schedules their first teletherapy session. Consent is prompted after a student books a session. Essentially, once the student selects a session, the system will prompt them to enter guardian information. From there, the guardian will receive an email indicating that their student has asked to use Uwill, and consent is required. The guardian simply selects the email and completes an electronic signature validating their consent. If consent is not provided prior to the start of the appointment, the appointment will not begin.

Appointments are available seven days a week (including after hours, breaks, weekends, and holidays) and students can schedule recurring appointments with the same counselor (for continuity of care) or choose a different counselor.

### **Billing Structure**

School divisions will be billed in advance annually. Uwill accepts checks and ACH payments.

### **School Staff Training Requirements**

It is our goal to make Uwill as frictionless as possible for all users. The simplicity of our system does not require training; however, our school engagement team is pleased to dedicate time to ensure school staff are oriented to and familiar with how to use Uwill services. Meetings can include a Uwill product review and orientation, discussions about health and mental health trends and a review of best practices to increase utilization of Uwill services. Your Uwill customer success manager is available for guidance and support.

### **Policies and Procedures**

During our kickoff call, we will review our onboarding form asking to fill out emergency contacts/protocol. We can also set up a more clinically focused meeting to discuss your policies and procedures, our agreed process, coordination of care, expectations, and resources (i.e. high-risk calls are escalated). If a crisis or escalation occurs, we will need to know the designated emergency contact to follow up with for each VDOE school division.

## Section 11: Sample Crisis Response Plan

*Provide a sample crisis response plan for students that are actively in crisis (i.e., experiencing suicidal thoughts, threatening harm to self or others, domestic violence, homelessness, reports of child abuse/neglect) during a telehealth session.*

In the event that a student presents to a session with imminent risk, Uwill counselors will follow the division's/school's emergency protocols to facilitate emergency intervention.

### Imminent Risk

Uwill defines imminent risk as any safety concerns that put a student's life at risk in the immediate future. This includes and is not limited to: suicidal or homicidal ideations with plan, means, method, and intent, severe active psychotic or manic episode, and severe active substance abuse.

### Risk Screenings with Umatch

Umatch counselors are expected to screen each student at the initial visit for safety concerns (suicidal ideations, homicidal ideations, psychotic symptoms, manic symptoms, severe substance abuse, severe disordered eating, safety concerns like domestic violence, and basic needs need). If a student screens positively for any of these presentations, Uwill counselors are expected to complete a full safety assessment to determine if they need emergency intervention, referral to a higher level of care or community resource, or if they are appropriate to continue on the Uwill platform.

All referral requests are routed to our clinical affairs team to review with the counselor and develop a recommendation for care. After this discussion, the clinical affairs team will relay information to the school division regarding the case and the clinical recommendation to facilitate the referral. This message will include: the student's name, the student's relevant care information, and the clinical recommendation. If more information is needed, you can connect with a member of the clinical affairs team to provide additional case context. While the referral is being facilitated, the Uwill counselor will continue to work with the student, so they are not left without support. Uwill counselors will discuss the referral directly with the student for full clinical transparency.

Uwill has a global family of providers for students. Through this team, specialized referrals can be directed to a clinician with a particular clinical expertise. Our community is large enough that we can support all VDOE's mental health needs. As with all coordination of care considerations, we will work closely with each school division within VDOE to make sure the ideal referral strategy is implemented.

### Uhelp - Direct Crisis Services

If a student is in crisis, we offer *Uhelp*, our 24/7/365 crisis connection, which has changed the landscape for students in immediate need of support. *Uhelp* has been credited as the only solution to directly connect students to a licensed counselor trained in crisis with the intention of offering students tangible short-term plans to manage their distress. With no in-take or phone trees, it is ***the fastest and safest route for most students***.

On average, our ***calls are picked up in under one minute***, the lowest wait time within the collegiate mental health space. Our therapists answer the phone and are prepared to perform a risk assessment and

de-escalate any situation. The counselor's goal is to collaboratively develop a safety or emotion management plan with the student to manage any crisis that they present with. Modeled based on the Stanley Brown safety plan, Uwill's plans include the student's strengths, supports, resources, and coping skills to be able to depend on to manage their emotional distress. In the event that the student needs immediate intervention, the counselor will have your emergency protocols in front of them while they are interacting with the student to be able to link them to the appropriate resource within your community.

If a student needs additional support outside of Uwill services, Uwill will coordinate care with the school as needed. Examples of these events include but are not limited to:

- *an ER visit for a psychiatric concern,*
- *a psychiatric hospitalization,*
- *the need for a referral to a higher level of care (e.g. residential treatment or detox facility, post-hospitalization or psychiatric ER visit, high-risk suicidality or homicidality, clinical presentations not appropriate for telehealth),*
- *or a specific resource tailored to the student's basic needs like a food bank.*

Following a Uwill clinician reporting a student's need, the clinical affairs team will coordinate care with the school directly. Uwill's priority is to protect the client's privacy while ensuring safety of the client. In light of this, Uwill conveys the minimum amount of personal health information necessary for the situation. This information may include: client's name, client's care information and risk assessment, nature of the imminent threat to the client or someone else, and any other pertinent information that may impact safety.

If a student needs additional therapy from *Umatch*, it is all facilitated through our environment. Unique in the industry, our clinicians will ***follow up within 48 hours and again in 30 days*** to make sure that the student is doing okay.

The following is a sample crisis response plan for students that are actively in crisis on our Uwill template for risk/safety concerns:

School Specific Lifeline:

**Warning Signs for Suicidal Ideations** (e.g. - thoughts, images, mood, situations, behaviors)

homesickness, feeling lonely, feeling excluded, hopelessness, getting a bad grade, eating meals alone

**Internal Coping Skills** (e.g. things that you can do on your own to distract yourself (exercise, deep breathing)

playing video games, running, playing basketball, taking a walk outside, taking a shower

**External Coping Methods** (e.g. people or places that you can go to help distract from thoughts)

talking with my friend Kyle from high school or my brother Todd, going to the gym

**Resources that can be utilized in a crisis** (include names / phone numbers / address as appropriate)

Local Emergency Service:	<b>Memorial Hospital</b> 123 Main Street Springfield, MA	School Counseling Center:	<b>Borrow Hall Room 320</b> M-F 8am to 6pm
Mental Health Provider/s:	<b>Uwill Therapist - Shelly</b>	National Suicide Prevention Lifeline:	Call 988 / Text 741741

**Ways to make your environment safer**

(include active steps like limiting access to pills and emotional steps like reminding yourself of things worth living for)

Give the rope in my room to my RA to get rid of, attending intramural basketball once a week, looking forward to a trip for spring break with Kyle

# 201-OPE-25-001-UWI, Executed Contract, Uwell

Final Audit Report

2025-07-28

Created:	2025-07-28
By:	Christina Berta (christina.p.bera@doe.virginia.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAGftz-U4zZo2pYXqf4f3HAoBDhE84Kep9

## "201-OPE-25-001-UWI, Executed Contract, Uwell" History

-  Document digitally presigned by DocuSign\, Inc. (enterprisesupport@docusign.com)  
2025-07-22 - 12:59:26 PM GMT
-  Document created by Christina Berta (christina.p.bera@doe.virginia.gov)  
2025-07-28 - 1:08:17 PM GMT
-  Document emailed to Emily Anne Gullickson (emilyanne.gullickson@doe.virginia.gov) for signature  
2025-07-28 - 1:09:16 PM GMT
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Signature Date: 2025-07-28 - 1:33:19 PM GMT - Time Source: server
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# 10028- Mental Health Telehealth Student Services - UWill

Final Audit Report

2025-09-19

Created:	2025-09-19
By:	Jessica Race (Jessica.Race@vbschools.com)
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## "10028- Mental Health Telehealth Student Services - UWill" History

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2025-07-22 - 12:59:26 PM GMT

 Document created by Jessica Race (Jessica.Race@vbschools.com)


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2025-09-19 - 5:53:41 PM GMT

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2025-09-19 - 5:54:06 PM GMT

 Document signing delegated to mlondon@uwill.com by jwiseman@uwill.com

2025-09-19 - 5:56:14 PM GMT

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2025-09-19 - 5:58:16 PM GMT

 Signer mlondon@uwill.com entered name at signing as Michael London

2025-09-19 - 6:00:30 PM GMT

 Document e-signed by Michael London (mlondon@uwill.com)

Signature Date: 2025-09-19 - 6:00:34 PM GMT - Time Source: server

 Agreement completed.

2025-09-19 - 6:00:34 PM GMT

# 10028 - Mental Health Telehealth Student Services

Final Audit Report

2025-09-22

Created:	2025-09-19
By:	Jessica Race (Jessica.Race@vbschools.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA3CUiBooP38FjVI-Ca5LK3Sucx9_BxS5e


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