

TIPS VENDOR AGREEMENT

TIPS RFP 230703 Staffing Services

The following Vendor Agreement (“Agreement”) creates a legal agreement between The Interlocal Purchasing System (“TIPS”), a government purchasing cooperative and Department of Texas Region 8 Education Service Center and (INSERT ENTITY NAME):

The Stepping Stones Group LLC

(ENTER ENTITY NAME]

its owners, agents, subsidiaries, and affiliates (together, “Vendor”) (individually, “Party”, and collectively the “Parties”) and this agreement shall exclusively govern the contractual relationship (“Agreement”) between the Parties.

TIPS, a governmental entity and a national purchasing cooperative seeks to provide a valuable and necessary solution to public entities and qualifying non-profits by performing the public procurement solicitation process and awarding compliant contracts to qualified vendors. Then, where the law of a customer’s jurisdiction allows, instead of public entities and qualifying non-profits expending time, money, and resources on the extensive public procurement process, the use of TIPS allows public entities to quickly select and purchase their preferred products or services from qualified, competitively evaluated vendors through cooperative purchasing.

1. **Purpose.** The purpose of this Agreement is to identify the terms and conditions of the relationship between TIPS and Vendor. Public entities and qualifying non-profits that properly join or utilize TIPS (“TIPS Members”) may elect to “piggyback” off of TIPS’ procurements and agreements where the laws of their jurisdiction allow. TIPS Members are not contractual parties to this Agreement although terms and conditions of this Agreement may ensure benefits to TIPS Members.
2. **Authority.** The Parties agree that the signatories below are individual authorized to enter into this Agreement on behalf of their entity and that they are acting under due and proper authority under applicable law.
3. **Definitions.**
 - a. **TIPS Pricing:** The specific pricing, discounts, and other pricing terms and incentives which Vendor submitted and TIPS approved for each respective TIPS Contract awarded to Vendor and all permissible, subsequent pricing updates submitted by Vendor and accepted by TIPS, if any.
 - b. **Authorized Reseller:** A reseller or dealer authorized and added by a Vendor through their online TIPS Vendor Portal to make TIPS sales according to the terms and conditions herein.
4. **Entire Agreement.** This Agreement resulted from TIPS posting a “TIPS Solicitation” (RFP, RCSP, RFQ, or other) and Vendor submitting a proposal in response to that posted TIPS Solicitation for evaluation and award. The Parties agree that this Agreement consists of the provisions set forth herein and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor’s entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, pricing, accepted responses to questions, and accepted written clarifications of Vendor’s proposal, and; any properly included attachments to this Agreement. All documentation and information listed is hereby incorporated by reference as if set forth herein verbatim. In the event of conflict between the terms herein and one of the incorporated documents the terms and conditions herein shall control.
5. **Vendor’s Specific Warranties, Terms, and License Agreements.** Because TIPS serves public entities and non-profits throughout the nation all of which are subject to specific laws and policies of their jurisdiction, as a matter of standard practice, TIPS does not typically accept a Vendor’s specific “Sale Terms” (warranties, license agreements, master agreements, terms and conditions, etc.) on behalf of all TIPS Members. TIPS may permit Vendor to attach those to this Agreement to display to interested customers what terms may apply to their Supplemental Agreement with Vendor (if submitted by Vendor for that purpose). However, unless this term of the Agreement is negotiated and modified to state otherwise, those specific Sale Terms are not accepted by TIPS on behalf of all TIPS Members and each Member may choose whether to accept, negotiate, or reject those specific Sale Terms, which must be reflected in a separate agreement between Vendor and the Member in order to be effective.

- 6. Vendor Identity and Contact Information.** It is Vendor's sole responsibility to ensure that all identifying vendor information (name, EIN, d/b/a's, etc.) and contact information is updated and current at all times within the TIPS eBid System and the TIPS Vendor Portal. It is Vendor's sole responsibility to confirm that all e-correspondence issued from tips-usa.com, ionwave.net, and tipsconstruction.com to Vendor's contacts are received and are not blocked by firewall or other technology security. Failure to permit receipt of correspondence from these domains and failure to keep vendor identity and contact information current at all times during the life of the contract may cause loss of TIPS Sales, accumulating TIPS fees, missed rebid opportunities, lapse of TIPS Contract(s), and unnecessary collection or legal actions against Vendor. It is no defense to any of the foregoing or any breach of this Agreement that Vendor was not receiving TIPS' electronic communications issued by TIPS to Vendor's listed contacts.
- 7. Initiation of TIPS Sales.** When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Once verified, Vendor must include the TIPS Contract Number on all purchase communications and sales documents exchanged with the TIPS Member.
- 8. TIPS Sales and Supplemental Agreements.** The terms of the specific TIPS order, including but not limited to: shipping, freight, insurance, delivery, fees, bonding, cost, delivery expectations and location, returns, refunds, terms, conditions, cancellations, order assistance, etc., shall be controlled by the purchase agreement (Purchase Order, Contract, Invoice, etc.) (hereinafter "Supplemental Agreement") entered into between the TIPS Member Customer and Vendor only. TIPS is not a party to any Supplemental Agreement. All Supplemental Agreements shall include Vendor's Name, as known to TIPS, and TIPS Contract Name and Number. Vendor accepts and understands that TIPS is not a legal party to TIPS Sales and Vendor is solely responsible for identifying fraud, mistakes, unacceptable terms, or misrepresentations for the specific order prior to accepting. Vendor agrees that any order issued from a customer to Vendor, even when processed through TIPS, constitutes a legal contract between the customer and Vendor only. When Vendor accepts or fulfills an order, even when processed through TIPS, Vendor is representing that Vendor has carefully reviewed the order for legality, authenticity, and accuracy and TIPS shall not be liable or responsible for the same. In the event of a conflict between the terms of this TIPS Vendor Agreement and those contained in any Supplemental Agreement, the provisions set forth herein shall control unless otherwise agreed to and authorized by the Parties in writing within the Supplemental Agreement.
- 9. Right of Refusal.** Vendor has the right not to sell to a TIPS Member under the awarded agreement at Vendor's discretion unless otherwise required by law.
- 10. Reporting TIPS Sales.** Vendor must report all TIPS Sales to TIPS. If a TIPS sale is initiated by Vendor receiving a TIPS Member's purchase order from TIPS directly, Vendor may consider that specific TIPS Sale reported. Otherwise, with the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either: (1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at tipspo@tips-usa.com with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or; (2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement. No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion. Please refer to the TIPS [Accounting FAQ's](#) for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com.
- 11. TIPS Administration Fees.** The collection of administrative fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The administration fee ("TIPS Administration Fee") is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of the amount paid by the TIPS Member for each TIPS Sale, less shipping cost, bond cost, and taxes if applicable and identifiable, which is legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding solicitation and is incorporated herein by reference. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. Upon receipt of payment for a TIPS Sale, including partial payment (which renders TIPS Administration Fees immediately due), Vendor shall issue to TIPS the corresponding TIPS Administration Fee payment as soon as possible but not later than thirty-one calendar days following Vendor's receipt of payment. Vendor shall pay TIPS via check unless otherwise agreed to by the Parties in writing. Vendor shall include clear documentation with the issued payment dictating to which sale(s) the amount should be applied. Vendor may create a payment report within their TIPS Vendor Portal which is the preferred documentation dictating to which TIPS Sale(s) the amount should be applied. Failure to pay all TIPS Administration Fees pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion as well as the initiation of collection and legal actions by TIPS against Vendor to the extent permitted by law. Any overpayment of participation fees to TIPS by Vendor will be refunded to the Vendor

within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date that TIPS received the payment will render the overpayment non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect TIPS Administration Fees due to TIPS pursuant to this Agreement.

- 12. Term of the Agreement.** This Agreement with TIPS is for approximately three years with a one-year, consecutive option for renewal as described herein. Renewal options are not automatic and shall only be effective if offered by TIPS at its sole discretion. If TIPS offers a renewal option, the Vendor will be notified via email issued to Vendor's then-listed Primary Contact. The renewal option shall be deemed accepted by Vendor unless Vendor notifies TIPS of its objection to the renewal option in writing and confirms receipt by TIPS.

Actual Effective Date: Agreement is effective upon signature by authorized representatives of both Parties. The Effective Date does not affect the "Term Calculation Start Date."

Term Calculation Start Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, Vendor shall calculate the foregoing term as starting on the last day of the month that "Award Notifications" are anticipated as published in the Solicitation, regardless of the actual Effective Date.

Example of Term Calculation Start Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 in this example.

Contract Expiration Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, the term expiration date shall be three-years from the Term Calculation Start Date.

Example of Contract Expiration Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023, and the Contract Expiration Date of the resulting initial "three-year" term, (which is subject to an extension(s)) will be May 31, 2026 in this example.

Option(s) for Renewal: Any option(s) for renewal shall begin on the Contract Expiration Date, or the date of the expiration of the prior renewal term where applicable, and continue for the duration specified for the renewal option herein.

Example of Option(s) for Renewal: In this example, if TIPS offers a one-year renewal and the Contract Expiration Date is May 31, 2026, then the one-year renewal is effective from May 31, 2026, to May 31, 2027.

TIPS may offer to extend Vendor Agreements to the fullest extent the TIPS Solicitation resulting in this Agreement permits.

- 13. TIPS Pricing.** Vendor agrees and understands that for each TIPS Contract that it holds, Vendor submitted, agreed to, and received TIPS' approval for specific pricing, discounts, and other pricing terms and incentives which make up Vendor's TIPS Pricing for that TIPS Contract ("TIPS Pricing"). Vendor confirms that Vendor will not add the TIPS Administration Fee as a charge or line-item in a TIPS Sale. Vendor hereby certifies that Vendor shall only offer goods and services through this TIPS Contract if those goods and services are included in or added to Vendor's TIPS Pricing and approved by TIPS. TIPS reserves the right to review Vendor's pricing update requests as specifically as line-item by line-item to determine compliance. However, Vendor contractually agrees that all submitted pricing updates shall be within the original terms of the Vendor's TIPS Pricing (scope, proposed discounts, price increase limitations, and other pricing terms and incentives originally proposed by Vendor) such that TIPS may accept Vendors price increase requests as submitted without additional vetting at TIPS discretion. Any pricing quoted by Vendor to a TIPS Member or on a TIPS Quote shall never exceed Vendor's TIPS Pricing for any good or service offered through TIPS. TIPS Pricing price increases and modifications, if permitted, will be honored according to the terms of the solicitation and Vendor's proposal, incorporated herein by reference.

- 14. Indemnification of TIPS.** VENDOR AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND TIPS, TIPS MEMBERS, TIPS OFFICERS, TIPS EMPLOYEES, TIPS DIRECTORS, AND TIPS TRUSTEES (THE "TIPS INDEMNITEES") FROM AND AGAINST ALL CLAIMS AND SUITS BY THIRD-PARTIES FOR DAMAGES, INJURIES TO PERSONS (INCLUDING DEATH), PROPERTY DAMAGES, LOSSES, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES, ARISING OUT OF OR RELATING TO VENDOR'S PERFORMANCE UNDER THIS AGREEMENT (INCLUDING THE PERFORMANCE OF VENDOR'S OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES), REGARDLESS OF THE NATURE OF THE CAUSE OF ACTION, INCLUDING WITHOUT LIMITATION CAUSES OF ACTION BASED UPON COMMON, CONSTITUTIONAL, OR STATUTORY LAW OR BASED IN

WHOLE OR IN PART UPON ALLEGATIONS OF NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS ON THE PART OF VENDOR, ITS OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES. NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED TO BY TIPS. APART FROM THIS INDEMNIFICATION PROVISION REQUIRING INDEMNIFICATION OF THE TIPS INDEMNITEES' ATTORNEY'S FEES AS SET FORTH ABOVE, RECOVERY OF ATTORNEYS' FEES BY THE PREVAILING PARTY IS AUTHORIZED ONLY IF AUTHORIZED BY TEX. EDUC. CODE § 44.032(F).

15. **Indemnification and Assumption of Risk – Vendor Data.** VENDOR AGREES THAT IT IS VOLUNTARILY PROVIDING DATA (INCLUDING BUT NOT LIMITED TO: VENDOR INFORMATION, VENDOR DOCUMENTATION, VENDOR'S PROPOSALS, VENDOR PRICING SUBMITTED OR PROVIDED TO TIPS, TIPS CONTRACT DOCUMENTS, TIPS CORRESPONDENCE, VENDOR LOGOS AND IMAGES, VENDOR'S CONTACT INFORMATION, VENDOR'S BROCHURES AND COMMERCIAL INFORMATION, VENDOR'S FINANCIAL INFORMATION, VENDOR'S CERTIFICATIONS, AND ANY OTHER VENDOR INFORMATION OR DOCUMENTATION, INCLUDING WITHOUT LIMITATION SOFTWARE AND SOURCE CODE UTILIZED BY VENDOR, SUBMITTED TO TIPS BY VENDOR AND ITS AGENTS) ("VENDOR DATA") TO TIPS. FOR THE SAKE OF CLARITY, AND WITHOUT LIMITING THE BREADTH OF THE INDEMNITY OBLIGATIONS IN SECTION 14 ABOVE, VENDOR AGREES TO PROTECT, INDEMNIFY, AND HOLD THE TIPS INDEMNITEES HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, ACTIONS, DEMANDS, ALLEGATIONS, SUITS, JUDGMENTS, COSTS, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES AND ALL OTHER LIABILITY OF ANY NATURE WHATSOEVER ARISING OUT OF OR RELATING TO: (I) ANY UNAUTHORIZED, NEGLIGENT OR WRONGFUL USE OF, OR CYBER DATA BREACH INCIDENT AND VIRUSES OR OTHER CORRUPTING AGENTS INVOLVING, VENDOR'S DATA, PRICING, AND INFORMATION, COMPUTERS, OR OTHER HARDWARE OR SOFTWARE SYSTEMS, AND; (II) ALLEGATIONS OR CLAIMS THAT ANY VENDOR DATA INFRINGES ON THE INTELLECTUAL PROPERTY RIGHTS OF A THIRD-PARTY OR VENDOR.
16. **Procedures Related to Indemnification.** In the event that an indemnity obligation arises, Vendor shall pay all amounts set forth in Section 14 and 15 above (including any settlements) and – if it has accepted its indemnity obligation without qualification – control the legal defense to such claim or cause of action, including without limitation attorney selection, strategy, discovery, trial, appeal, and settlement, and TIPS shall, at Vendor's cost and expense (with respect to reasonable out of pocket costs and expenses incurred by TIPS which shall be reimbursed to TIPS by Vendor), provide all commercially reasonable assistance requested by Vendor. In controlling any defense, Vendor shall ensure that all assertions of governmental immunity and all applicable pleas and defenses shall be promptly asserted.
17. **Indemnity for Underlying Sales and Supplemental Agreements.** Vendor shall be solely responsible for any customer claims or any disputes arising out of TIPS Sales or any Supplemental Agreement as if sold in the open-market. The Parties agree that TIPS shall not be liable for any claims arising out of Vendor's TIPS Sales or Supplemental Agreements, including but not limited to: allegations of product defect or insufficiency, allegations of service defect or insufficiency, allegations regarding delivery defect or insufficiency, allegations of fraud or misrepresentation, allegations regarding pricing or amounts owed for TIPS sales, and/or allegations regarding payment, over-payment, under-payment, or non-payment for TIPS Sales. Payment/Drafting, overpayment/over-drafting, under-payment/under-drafting, or non-payment for TIPS Sales between customer and Vendor and inspections, rejections, or acceptance of such purchases shall be the exclusive respective obligations of Vendor/Customer, and disputes shall be handled in accordance with the terms of the underlying Supplemental Agreement(s) entered into between Vendor and Customer. Vendor acknowledges that TIPS is not a dealer, subcontractor, agent, or reseller of Vendor's goods and services and shall not be responsible for any claims arising out of alleged insufficiencies or defects in Vendor's goods and services, should any arise.
18. **Confidentiality of Vendor Data.** Vendor understands and agrees that by signing this Agreement, all Vendor Data is hereby released to TIPS, TIPS Members, and TIPS third-party administrators to effectuate Vendor's TIPS Contract except as provided for herein. The Parties agree that Vendor Data is accessible by all TIPS Members as if submitted directly to that TIPS Member Customer for purchase consideration. If Vendor otherwise considers any portion of Vendor's Data to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code (the "Public Information Act") or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form which is required to be submitted as part of Vendor's proposal resulting in this Agreement and incorporated by reference. The Confidentiality Claim Form included in Vendor's proposal and incorporated herein by reference is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a Public Information Request. If TIPS receives a request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor Data deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion. In the event that TIPS receives a written request for information pursuant to the Public Information Act that affects Vendor's interest in any information or data furnished to TIPS by Vendor, and TIPS requests an opinion from the Attorney General, Vendor may, at its own option and expense, prepare comments and submit information directly to the Attorney General stating why the requested information is exempt from disclosure pursuant to the requirements of the Public Information Act. Vendor is solely responsible for submitting the memorandum brief and information to the Attorney General

within the time period prescribed by the Public Information Act. Notwithstanding any other information provided in this solicitation or Vendor designation of certain Vendor Data as confidential or proprietary, Vendor's acceptance of this TIPS Vendor Agreement constitutes Vendor's consent to the disclosure of Vendor's Data, including any information deemed confidential or proprietary, to TIPS Members or as ordered by a Court or government agency, including without limitation the Texas Attorney General. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation by TIPS Members or as required by law.

- 19. Vendor's Authorized Resellers.** TIPS recognizes that many vendors operate in the open market through the use of resellers or dealers. For that reason, TIPS permits Vendor to authorize Authorized Resellers within its Vendor Portal and make TIPS Sales through the Authorized Reseller(s). Once authorized by Vendor in the Vendor Portal, the Authorized Reseller(s) may make TIPS sales to TIPS Members. However, all purchase documents must include: (1) Authorized Reseller's Name; (2) Vendor's Name, as known to TIPS, and; (3) Vendor's TIPS Contract Name and Number under which it is making the TIPS Sale. Either Vendor or Reseller may report the sale pursuant to the terms herein. However, Vendor agrees that it is legally responsible for all reporting and fee payment as described herein for TIPS Sales made by Authorized Resellers. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. The Parties intend that Vendor shall be responsible and liable for TIPS Sales made by Vendor's Authorized Resellers. Vendor agrees that it is voluntarily authorizing this Authorized Reseller and in doing so, Vendor agrees that it is doing so at its own risk and agrees to protect, indemnify, and hold TIPS harmless in accordance with Sections 14-17 above related to Authorized Reseller TIPS Sales made pursuant to this Agreement or purporting to be made pursuant to this Agreement that may be asserted against Vendor whether rightfully brought or otherwise. The Parties further agree that it is no defense to Vendor's breach of this Agreement that an Authorized Reseller caused Vendor of breach this Agreement.
- 20. Circumvention of TIPS Sales.** When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Any request for quote, customer communication, or customer purchase initiated through or referencing a TIPS Contract shall be completed through TIPS pursuant to this Agreement. Any encouragement or participation by Vendor in circumventing a TIPS sale being completed may result in immediate termination of Vendor's TIPS Contract(s) for cause as well as preclusion from future TIPS opportunities at TIPS sole discretion.
- 21. State of Texas Franchise Tax.** By signature hereon, Vendor hereby certifies that Vendor is not currently delinquent in the payment of any franchise taxes owed to the State of Texas under Chapter 171 of the Texas Tax Code.
- 22. Termination.**
- A) Termination for Convenience. TIPS may, by written notice to Vendor, terminate this Agreement for convenience, in whole or in part, at any time by giving thirty (30) days' written notice to Vendor of such termination, and specifying the effective date thereof.
 - B) Termination for Cause. If Vendor fails to materially perform pursuant to the terms of this Agreement, TIPS shall provide written notice to Vendor specifying the default. If Vendor does not cure such default within thirty (30) days, TIPS may terminate this Agreement, in whole or in part, for cause. If TIPS terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.
 - C) Vendor's Termination. If TIPS fails to materially perform pursuant to the terms of this Agreement, Vendor shall provide written notice to TIPS specifying the default ("Notice of Default"). If TIPS does not cure such default within thirty (30) days, Vendor may terminate this Agreement, in whole or in part, for cause. If Vendor terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.
 - D) Upon termination, all TIPS Sale orders previously accepted by Vendor shall be fulfilled and Vendor shall be paid for all TIPS Sales executed pursuant to the applicable terms. All TIPS Sale orders presented to Vendor but not fulfilled by Vendor, prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. TIPS shall submit to Vendor an invoice for any outstanding TIPS Administration Fees and approved expenses and Vendor shall pay such fees and expenses within 30 calendar days of receipt of such valid TIPS invoice. Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS' sole discretion and that any Vendor may be removed from the TIPS program at any time with or without cause. This

termination clause does not affect TIPS Sales Supplemental Agreements pursuant to this term regarding termination and the Survival Clause term.

- E) Vendor hereby waives any and all claims for damages, including, but not limited, to consequential damages or lost profits, that might arise from TIPS' act of terminating this Agreement.

- 23. Survival Clause.** It is the intent of the Parties that this Agreement and procurement method applies to any TIPS Sale made during the life of this Agreement even if made on or near the Contract Expiration Date as defined herein. Thus, all TIPS Sales, including but not limited to: leases, service agreements, license agreements, open purchase orders, warranties, and contracts, even if they extend months or years past the TIPS Contract Expiration Date, shall survive the expiration or termination of this Agreement subject to the terms and conditions of the Supplemental Agreement between Customer and Vendor or unless otherwise specified herein.
- 24. Audit Rights.** Due to transparency statutes and public accountability requirements of TIPS and TIPS Members, Vendor shall at their sole expense, maintain documentation of all TIPS Sales for a period of three years from the time of the TIPS Sale. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Vendor's TIPS Pricing or TIPS Sales with thirty-days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without said notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with Vendor's TIPS Pricing, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm to investigate any possible non-compliant conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format, and at the location acceptable to TIPS. TIPS agrees not to perform a random audit the TIPS transaction documentation more than once per calendar year, but reserves the right to audit for just cause or as required by any governmental agency or court with regulatory authority over TIPS or the TIPS Member. These audit rights shall survive termination of this Agreement for a period of one (1) year from the effective date of termination.
- 25. Conflicts of Interest.** The Parties confirm that they have not offered, given, or accepted, nor intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, service to the other in connection with this Agreement. Vendor affirms that, to the best of Vendor's knowledge, this Agreement has been arrived at independently, and is awarded without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement. Vendor agrees that it has disclosed any necessary affiliations with Region 8 Education Service Center and the TIPS Department, if any, through the Conflict of Interest attachment provided in the solicitation resulting in this Agreement.
- 26. Volume of TIPS Sales.** Nothing in this Agreement or any TIPS communication may be construed as a guarantee that TIPS or TIPS Members will submit any TIPS orders to Vendor at any time.
- 27. Compliance with the Law.** The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations applicable to their entity in connection with the programs contemplated under this Agreement.
- 28. Severability.** If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such term(s) or provision(s) shall be deemed restated to reflect the original intention of the Parties as nearly as possible in accordance with applicable law and the remainder of this Agreement, and the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated, unless such holding causes the obligations of the Parties hereto to be impossible to perform or shall render the terms of this Agreement to be inconsistent with the intent of the Parties hereto.
- 29. Force Majeure.** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement through no fault of its own then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon. Upon delivering such notice, the obligation of the affected party, so far as it is affected by such Force Majeure as described, shall be suspended during the continuance of the inability then claimed but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. In the event that Vendor's obligations are suspended by reason of Force Majeure, all TIPS Sales accepted prior to the Force Majeure event shall be the legal responsibility of Vendor and the terms of the TIPS Sale Supplemental Agreement shall control Vendor's failure to fulfill for a Force Majeure event.
- 30. Immunity.** Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement of, any privileges, rights, defenses,

remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

- 31. Insurance Requirements.** Vendor agrees to maintain the following minimum insurance requirements for the duration of this Agreement. All policies held by Vendor to adhere to this term shall be written by a carrier with a financial size category of VII and at least a rating of "A-" by A.M. Best Key Rating Guide. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Vendor(s). Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. Only deductibles applicable to property damage are acceptable, unless proof of retention funds to cover said deductibles is provided. "Claims made" policies will not be accepted. Vendor's required minimum coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits unless replaced by a policy that provides the minimum required coverage except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member if a project or pending delivery of an order is ongoing. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member. Vendor agrees that when Vendor or its subcontractors are liable for any damages or claims, Vendor's policy, shall be primary over any other valid and collectible insurance carried by the Member or TIPS.

General Liability: \$1,000,000 each Occurrence/Aggregate

Automobile Liability: \$300,000 Includes owned, hired & non-owned

Workers' Compensation: Statutory limits for the jurisdiction in which the Vendor performs under this Agreement. If Vendor performs in multiple jurisdictions, Vendor shall maintain the statutory limits for the jurisdiction with the greatest dollar policy limit requirement.

Umbrella Liability: \$1,000,000 each Occurrence/Aggregate

- 32. Waiver.** No waiver of any single breach or multiple breaches of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting regarding any breach of any provision shall be construed to be a waiver of such breach.
- 33. Binding Agreement.** This Agreement shall be binding and inure to the benefit of the Parties hereto and their respective heirs, legal successors, and assigns.
- 34. Headings.** The paragraph headings contained in this Agreement are included solely for convenience of reference and shall not in any way affect the meaning or interpretation of any of the provisions of this Agreement.
- 35. Choice of Law and Venue.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas. Any proceeding, claim, action, or alternative dispute resolution arising out of or relating to this Agreement or involving TIPS shall be brought in a State Court of competent jurisdiction in Camp County, Texas, or if Federal Court is legally required, a Federal Court of competent jurisdiction in the Eastern District of Texas, and each of the Parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or and contemplated transaction in any other court. The Parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the Parties irrevocably to waive any objections to venue or to convenience of forum.
- 36. Relationship of the Parties.** Nothing contained in this Agreement shall be construed to make one Party an agent of the other Party nor shall either party have any authority to bind the other in any respect, unless expressly authorized by the other party in writing. The Parties are independent contractors and nothing in this Agreement creates a relationship of employment, trust, agency or partnership between them.
- 37. Assignment.** No assignment of this Agreement or of any duty or obligation of performance hereunder, shall be made in whole or in part by a Party hereto without the prior written consent of the other Party. Written consent of TIPS shall not be unreasonably withheld.
- 38. Minimum Condition and Warranty Requirements for TIPS Sales.** All goods quoted or sold through a TIPS Sale shall be new unless clearly stated otherwise in writing. All new goods and services shall include the applicable manufacturers minimum standard warranty unless otherwise agreed to in the Supplemental Agreement.

- 39. Minimum Customer Support Requirements for TIPS Sales.** Vendor shall provide timely and commercially reasonable support for TIPS Sales or as agreed to in the applicable Supplemental Agreement.
- 40. Minimum Shipping Requirements for TIPS Sales.** Vendor shall ship, deliver, or provide ordered goods and services within a commercially reasonable time after acceptance of the order. If a delay in delivery is anticipated, Vendor shall notify the TIPS Member as to why delivery is delayed and provide an updated estimated time for completion. The TIPS Member may cancel the order if the delay is not commercially acceptable or not consistent with the Supplemental Agreement applicable to the order.
- 41. Minimum Vendor License Requirements.** Vendor shall maintain, in current status, all federal, state, and local licenses, bonds and permits required for the operation of the business conducted by Vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the TIPS Agreement. TIPS and TIPS Members reserve the right to stop work and/or cancel a TIPS Sale or terminate this or any TIPS Sale Supplemental Agreement involving Vendor if Vendor's license(s) required to perform under this Agreement or under the specific TIPS Sale have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statute or regulation.
- 42. Minimum Vendor Legal Requirements.** Vendor shall remain aware of and comply with this Agreement and all local, state, and federal laws governing the sale of products/services offered by Vendor under this contract. Such applicable laws, ordinances, and policies must be complied with even if not specified herein.
- 43. Minimum Site Requirements for TIPS Sales (when applicable to TIPS Sale).**

Cleanup: When performing work on site at a TIPS Member's property, Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by the TIPS Member or as agreed by the parties. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Vendor shall not begin a project for which a TIPS Member has not prepared the site, unless Vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in the TIPS Sale Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered Sex Offender Restrictions: For work to be performed at schools, Vendor agrees that no employee of Vendor or a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present unless otherwise agreed by the TIPS Member. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the TIPS Sale at the TIPS Member's discretion. Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Safety Measures: Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking: Persons working under Agreement shall adhere to the TIPS Member's or local smoking statutes, codes, ordinances, and policies.

- 44. Payment for TIPS Sales.** TIPS Members may make payments for TIPS Sales directly to Vendor, Vendor's Authorized Reseller, or as otherwise agreed to in the applicable Supplemental Agreement after receipt of the invoice and in compliance with applicable payment statutes. Regardless of how payment is issued or received for a TIPS Sale, Vendor is responsible for all reporting and TIPS Administration Fee payment requirements as stated herein.
- 45. Marketing.** Vendor agrees to allow TIPS to use their name and logo within the TIPS website, database, marketing materials, and advertisements unless Vendor negotiates this term to include a specific acceptable-use directive. Any use of TIPS' name and logo or any form of publicity, inclusive of press release, regarding this Agreement by Vendor must have prior approval from TIPS which will not be unreasonably withheld. Request may be made by email to tips@tips-usa.com. For marketing efforts directed to TIPS Members, Vendor must request and execute a separate Joint Marketing Disclaimer, at marketing@tips-usa.com, before TIPS can release contact information for TIPS Member entities for the purpose of marketing your TIPS contract(s). Vendor must adhere to strict Marketing Requirements once a disclaimer is executed. The Joint Marketing Disclaimer is a supplemental agreement specific to joint marketing efforts and has no effect on the terms of the TIPS Vendor Agreement. Vendor agrees that any images, photos, writing, audio, clip art,

music, or any other intellectual property ("Property") or Vendor Data utilized, provided, or approved by Vendor during the course of the joint marketing efforts are either the exclusive property of Vendor, or Vendor has all necessary rights, license, and permissions to utilize said Property in the joint marketing efforts. Vendor agrees that they shall indemnify and hold harmless TIPS and its employees, officers, agents, representatives, contractors, assignees, designees, and TIPS Members from any and all claims, damages, and judgments involving infringement of patent, copyright, trade secrets, trade or services marks, and any other intellectual or intangible property rights and/or claims arising from the Vendor's (including Vendor's officers', employees', agents', Authorized Resellers', subcontractors', licensees', or invitees') unauthorized use or distribution of Vendor Data and Property.

- 46. Tax Exempt Status of TIPS Members.** Most TIPS Members are tax exempt entities and the laws and regulations applicable to the specific TIPS Member customer shall control.
- 47. Automatic Renewal Limitation for TIPS Sales.** No TIPS Sale may incorporate an automatic renewal clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable.
- 48. Choice of Law Limitation for TIPS Sales.** Vendor agrees that if any "Choice of Law" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the TIPS Sale agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable.
- 49. Venue Limitation for TIPS Sales.** Vendor agrees that if any "Venue" provision is included in any TIPS Sale Agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable.
- 50. Indemnity Limitation for TIPS Sales.** Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any TIPS sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable.
- 51. Arbitration Limitation for TIPS Sales.** Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may not require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Arbitration" clause that conflicts with these terms is rendered void and unenforceable.

In Witness Whereof, the parties hereto, each acting under due and proper authority, have signed this Agreement.

TIPS VENDOR AGREEMENT SIGNATURE FORM TIPS RFP

230703 Staffing Services

Vendor Name: The Stepping Stones Group LLC

Vendor Address: 123 N Wacker Drive STE 1150

City: Chicago State: IL Zip Code: 60606

Vendor Authorized Signatory Name: Brittany Knoerzer

Vendor Authorized Signatory Title: Director of Contracts

Vendor Authorized Signatory Phone: 773-808-2017

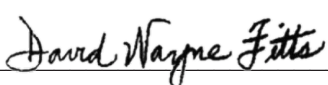
Vendor Authorized Signatory Email: k12ops.bids@ssg-healthcare.com

Vendor Authorized Signature:  Date: 8/10/2023

(The following is for TIPS completion only)

TIPS Authorized Signatory Name: Dr. Fitts

TIPS Authorized Signatory Title: Executive Director

TIPS Authorized Signature:  Date: 9-18-2023



230703

The Stepping Stones Group LLC Supplier Response

Event Information

Number: 230703
Title: Staffing Services
Type: Request for Proposal
Issue Date: 7/6/2023
Deadline: 8/18/2023 03:00 PM (CT)
Notes:

This is a solicitation issued by The Interlocal Purchasing System (TIPS), a department of Texas Region 8 Education Service Center. It is an Indefinite Delivery, Indefinite Quantity ("IDIQ") solicitation. It will result in contracts that provide, through adoption/"piggyback" an indefinite quantity of supplies/services, during a fixed period of time, to TIPS public entity and qualifying non-profit "TIPS Members" throughout the nation. Thus, there is no specific project or scope of work to review. Rather this solicitation is issued as a prospective award for utilization when any TIPS Member needs the goods or services offered during the life of the agreement.

IF YOU CURRENTLY HOLDS TIPS CONTRACT 200703 STAFFING SERVICES ("200703") YOU MUST RESPOND TO THIS SOLICITATION TO PREVENT LAPSE OF CONTRACT UNLESS YOU HOLD ANOTHER CURRENT TIPS CONTRACT THAT COVERS ALL OF YOUR STAFFING OFFERINGS. THIS AWARDED CONTRACT WILL REPLACE YOUR EXPIRING TIPS CONTRACT 200703.

IF YOU HOLD ANOTHER TIPS CONTRACT OTHER THAN 200703 WHICH COVERS ALL OF YOUR STAFFING OFFERINGS AND YOU ARE SATISFIED WITH IT, THERE IS NO NEED TO RESPOND TO THIS SOLICITATION UNLESS YOU PREFER TO HOLD BOTH CONTRACTS.

Contact Information

Address: Region 8 Education Service Center
4845 US Highway 271 North
Pittsburg, TX 75686
Phone: +1 (866) 839-8477
Email: bids@tips-usa.com

The Stepping Stones Group LLC Information

Contact: Brittany Knoerzer
Address: 123 N Wacker Drive
STE 1150
Chicago, IL 60606
Phone: (800) 337-5965
Email: k12ops.bids@ssg-healthcare.com
Web Address: www.thesteppingstonesgroup.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Brittany Knoerzer

Signature

Submitted at 8/16/2023 08:44:49 PM (CT)

k12ops.bids@ssg-healthcare.com

Email

Requested Attachments

Vendor Agreement

230703 Vendor Agreement.pdf

The Vendor Agreement must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, Vendor Name placed in the line provided at the top, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement, Vendor may assert so in the Attribute Questions and those shall be addressed during evaluation.

Pricing Form 1

230703 Pricing Form 1.xlsx

Pricing Form 1 must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed as instructed, and uploaded to this location.

Alternate or Supplemental Pricing Documents

Supplemental Pricing_SSG.pdf

Optional. If when completing Pricing Form 1 & Pricing Form 2 you direct TIPS to view additional, alternate, or supplemental pricing documentation, you may upload that documentation.

Reference Form

230703 Reference Form.xls

The Reference Form must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. The Reference Form must be uploaded in Excel format.

Required Confidentiality Claim Form

230703 Required Confidentiality Claim Form.pdf

The Required Confidentiality Claim Form must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. This is the only way for Vendor to assert confidentiality of any information submitted.

Conflict of Interest Questionnaire - Form CIQ

No response

Do not upload this form unless you have a reportable conflict with TIPS. There is an Attribute entitled "Conflict of Interest Questionnaire Requirement" immediately followed by an Attribute entitled "Conflict of Interest Questionnaire Requirement – Form CIQ – Continued." Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Conflict of Interest Questionnaire – Form CIQ must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded at this location.

Vendor's Warranties, Terms, and Conditions (Supplemental Vendor Information Only)

No response

Optional. If Vendor would like to display any standard warranties, terms, or conditions which are often applicable to their offerings for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Supplemental Vendor Information (Supplemental Vendor Information Only)

Supplemental Vendor Information_SSG.pdf

Optional. If Vendor would like to display or include any brochures, promotional documents, marketing materials, or other Vendor Information for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Disclosure of Lobbying Activities - Standard Form - LLL

Disclosure of Lobbying Activities - Standard Form - LLL.pdf

Do not upload this form unless Vendor has reportable lobbying activities. There are Attributes entitled, "2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment – Continued." Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Disclosure of Lobbying Activities – Standard Form - LLL must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location.

Current Form W-9

W-9 SSG January 2023 Chicago Office.pdf

Vendor must upload their current IRS Tax Form W-9. The legal name, EIN, and d/b/a's listed should match the information provided herein exactly. This form will be utilized by TIPS to properly identify your entity.

Certificates & Licenses (Supplemental Vendor Information Only)

No response

Optional. If Vendor would like to display any applicable certificates or licenses (including HUB certificates) for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Pricing Form 2

230703 Pricing Form 2.xlsx

Pricing Form 2 must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed as instructed, and uploaded to this location.

Vendor Logo (Supplemental Vendor Information Only)

SSG-LOGO-FINAL-01.png

Optional. If Vendor desires that their logo be displayed on their public TIPS profile for TIPS and TIPS Member viewing, Vendor may upload that logo at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Vendor Agreement Signature Form

230703 Vendor Agreement Signature Form.pdf

The Vendor Agreement Signature Form must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement, Vendor may leave the signature line of this page blank and assert so in the Attribute Questions and those shall be addressed during evaluation.

Bid Attributes

1	<p>Disadvantaged/Minority/Women Business & Federal HUBZone</p> <p>Some participating public entities are required to seek Disadvantaged/Minority/Women Business & Federal HUBZone ("D/M/WBE/Federal HUBZone") vendors. Does Vendor certify that their entity is a D/M/WBE/Federal HUBZone vendor?</p> <p>If you respond "Yes," you must upload current certification proof in the appropriate "Response Attachments" location.</p> <p><input type="text" value="NO"/></p>
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2 Historically Underutilized Business (HUB)

Some participating public entities are required to seek Historically Underutilized Business (HUB) vendors as defined by the Texas Comptroller of Public Accounts Statewide HUB Program. Does Vendor certify that their entity is a HUB vendor?

If you respond "Yes," you must upload current certification proof in the appropriate "Response Attachments" location.

No

3 National Coverage

Can the Vendor provide its proposed goods and services to all 50 US States?

Yes - All 50 States

4 States Served

If Vendor answered "No" to the question entitled "National Coverage," please list all states where vendor can provide the goods and services proposed directly below. Your response may dictate which potential TIPS Member customers consider purchasing your offerings.

No response

5 Description of Vendor Entity and Vendor's Goods & Services

If awarded, this description of Vendor and Vendor's goods and services will appear on the TIPS website for customer/public viewing.

The Stepping Stones Group provides staffing services for K-12 school districts nationwide in the areas of therapy, behavior, mental health, and nursing.

6 Primary Contact Name

Please identify the individual who will be primarily responsible for all TIPS matters and inquiries for the duration of the contract.

Julie Williams

7 Primary Contact Title

Primary Contact Title

Director of Client Services

8 Primary Contact Email

Please enter a valid email address that will definitely reach the Primary Contact.

Julie.Williams@ssg-healthcare.com 6

9 Primary Contact Phone

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

Please provide the accurate and current phone number where the individual who will be primarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly.

6787567639

10	Primary Contact Fax Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477). <input type="text" value="No response"/>
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11	Primary Contact Mobile Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477). <input type="text" value="No response"/>
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12	Secondary Contact Name Please identify the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract. <input type="text" value="Brittany Knoerzer"/>
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13	Secondary Contact Title Secondary Contact Title <input type="text" value="Director of Contracts"/>
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14	Secondary Contact Email Please enter a valid email address that will definitely reach the Secondary Contact. <input type="text" value="k12ops.bids@ssg-healthcare.com"/>
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15	Secondary Contact Phone Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477). Please provide the accurate and current phone number where the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly. <input type="text" value="7738082017"/>
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16	Secondary Contact Fax Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477). <input type="text" value="No response"/>
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17	Secondary Contact Mobile Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477). <input type="text" value="No response"/>
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18	Administration Fee Contact Name Please identify the individual who will be responsible for all payment, accounting, and other matters related to Vendor's TIPS Administration Fee due to TIPS for the duration of the contract. <input type="text" value="Linda Bautista"/>
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19	Administration Fee Contact Email Please enter a valid email address that will definitely reach the Administration Fee Contact. <input type="text" value="Finance.Invoices@ssg-healthcare.com"/>
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20	Administration Fee Contact Phone Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477). <input type="text" value="3123000952"/>
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21	Purchase Order and Sales Contact Name Please identify the individual who will be responsible for receiving and processing purchase orders and sales under the TIPS Contract. <input type="text" value="Linda Bautista"/>
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22	Purchase Order and Sales Contact Email Please enter a valid email address that will definitely reach the Purchase Order and Sales Contact. <input type="text" value="finance.invoices@ssg-healthcare.com"/>
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23	Purchase Order and Sales Contact Phone Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477). <input type="text" value="7639"/>
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24	Company Website Company Website (Format - www.company.com) <input type="text" value="www.thesteppingstonesgroup.com"/>
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25	Entity D/B/A's and Assumed Names You must confirm that you are responding to this solicitation under your legal entity name. Go now to your Supplier Profile in this eBid System and confirm that your profile reflects your "Legal Name" as it is listed on your W9. In this question, please identify all of your entity's assumed names and D/B/A's. Please note that you will be identified publicly by the Legal Name under which you respond to this solicitation unless you organize otherwise with TIPS after award. <input type="text" value="No response"/>
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26	Primary Address Primary Address <input type="text" value="123 N Wacker Drive STE 1150"/>
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27	Primary Address City Primary Address City <input type="text" value="Chicago"/>
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28	Primary Address State Primary Address State (2 Digit Abbreviation) <input type="text" value="IL"/>
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29	Primary Address Zip Primary Address Zip <input type="text" value="60606"/>
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30 Search Words Identifying Vendor

Please list all search words and phrases to be included in the TIPS database related to your entity. **Do not** list words which are not associated with the bid category/scope (See bid title for general scope). This will help users find you through the TIPS website search function. You may include product names, manufacturers, specialized services, and other words associated with the scope of this solicitation.

staffing, therapy, speech therapy, occupational therapy, alternative education, special education, behavior therapy, special services

31 Certification of Vendor Residency (Required by the State of Texas)

Does Vendor's parent company or majority owner:

(A) have its principal place of business in Texas; **or** (B) employ at least 500 persons in Texas?

Texas Education Code Section 44.031 requires that this information be considered in evaluation for certain contracts. However, Vendor response does not affect points, scoring, or potential award.

No

32 Vendor's Principal Place of Business (City)

In what city is Vendor's principal place of business located?

Chicago

33 Vendor's Principal Place of Business (State)

In what state is Vendor's principal place of business located?

IL

34 Vendor's Years in Business

How many years has the business submitting this proposal been operating in its current capacity and field of work?

34

35 Certification Regarding Entire TIPS Agreement

Vendor agrees that, if awarded, Vendor's final TIPS Contract will consist of the provisions set forth in the finalized TIPS Vendor Agreement, Vendor's responses to these attribute questions, and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, accepted pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to the TIPS Contract.

Does Vendor agree?

Yes, Vendor agrees

**3
6** Minimum Percentage Discount Offered to TIPS Members on all Goods and Services (READ CAREFULLY)

Please read thoroughly and carefully as an error on your response can render your contract award unusable.

TIPS Members often turn to TIPS Contracts for ease of use and to receive discounted pricing.

What is the minimum percentage discount that you can offer TIPS Members off of all goods and service pricing (whether offered through Pricing Form 1, Pricing Form 2, or in another accepted format) that you offer? Only limited goods/services specifically identified and excluded from this discount in Vendor's original proposal may be excluded from this discount.

Vendor must respond with a percentage from 0%-100%. The percentage discount that you input below will be applied to your "Catalog Pricing", as defined in the solicitation, for all TIPS Sales made during the life of the contract. You cannot alter this percentage discount once the solicitation legally closes. You will always be required to discount every TIPS Sale by the percentage included below with the exception of limited goods/services specifically identified and excluded from this discount in Vendor's original proposal. If you add goods or services to your "Catalog Pricing" during the life of the contract, you will be required to sell those new items with this discount applied.

Example: In this example, you enter a 10% minimum percentage discount below. In year-one of your TIPS Contract, your published "Catalog Pricing" (website/store/published pricing) for "Tablet A" is \$100 and for "Tablet Set-Up Service" is \$100. In this example, you must sell those items under the TIPS Contract at the proposed 10% discounted price of: "Tablet A" - \$90, "Tablet Set-Up Service" - \$90. In year two of your TIPS Contract, you update your "Catalog Pricing" with the market. You add "Tablet B" to your "Catalog Pricing" for \$200 and have increased the price of "Tablet A" to \$110 and the price of "Tablet Set-Up Service" to \$110. In this example, after the "Catalog Pricing" update, you must still sell those items under the TIPS Contract at the proposed 10% discounted price of: "Tablet A" - \$99, "Tablet Set-Up Service" - \$99, and "Tablet B" - \$180.00.

With the exception of limited goods/services specifically identified and excluded from this discount in Vendor's original proposal, if you cannot honor the discount on all goods and items now included or which may be added in the future with certainty, then you should offer a lesser discount percentage below.

What is the minimum percentage discount that you can offer TIPS Members off of all goods and service pricing (whether offered through Pricing Form 1, Pricing Form 2, or in another accepted format) that you offer?

**3
7** Honoring Vendor's Minimum Percentage Discount

Vendor is asked in these Attribute Questions to provide a Minimum Percentage Discount offered to TIPS Members on all goods and services sold under the TIPS Contract. Points will be assigned for your response and scoring of your proposal will be affected. A "YES" answer will be awarded the maximum 10 points and a "NO" answer will be awarded 0 points.

Does Vendor agree to honor the Minimum Percentage Discount off of their TIPS "Catalog Pricing" that Vendor proposed for all TIPS Sales made for the duration of the TIPS Contract?

**3
8** Volume and Additional Discounts

In addition to the Minimum Percentage Discount proposed herein, does Vendor ever expect and intend to offer additional, greater, or volume discounts to TIPS Members?

Point(s) may be assigned for your response in the category of "Pricing" during scoring and evaluation.

3
9

"Catalog Pricing" and Pricing Requirements

This is a requirement of the TIPS Contract and is non-negotiable.

In this solicitation and resulting contract, "Catalog Pricing" shall be defined as:

"The then available list of goods or services, in the most current listing regardless of date, that takes the form of a catalog, price list, price schedule, shelf-price or other viewable format that:

- A. is regularly maintained by the manufacturer or Vendor of an item; and
- B. is either published or otherwise available for review by TIPS or a customer during the purchase process;
- C. to which the Minimum Percentage Discount proposed by the proposing Vendor may be applied.

If awarded on this TIPS Contract, for the duration of the contract, Vendor agrees to provide, upon request, their then current "Catalog Pricing." Or, in limited circumstances where Vendor has proposed the Percentage Mark-Up method of pricing in this proposal, proof of Vendor's "cost" may be accepted by TIPS in place of catalog pricing.

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EXCEPTIONS & DEVIATIONS TO TIPS STANDARD TERMS AND CONDITIONS

Vendor agrees that, if awarded, Vendor's final TIPS Contract will consist of the provisions set forth in the finalized TIPS Vendor Agreement, Vendor's responses to these attribute questions, and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, accepted pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to the TIPS Contract. In the event of conflict between the terms of the finalized Vendor Agreement and one of the incorporated documents the terms and conditions which are in the best interest of governmental/qualifying non-profit TIPS Members shall control at TIPS sole discretion.

If Vendor responds, "No, Vendor does not agree" to this Attribute, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. This is the only proper way to submit proposed deviations for TIPS consideration. TIPS reserves the right to accept, decline, or modify Vendor's requested negotiated terms. For this reason, answering "No, Vendor does not agree" may ultimately delay or prevent award.

Does Vendor agree with TIPS standard terms and conditions as presented in the TIPS solicitation document (RFP, RCSP, RFQ, or other) and the TIPS Vendor Agreement document?

4
1 **TIPS Sales Reporting Requirements**

This is a requirement of the TIPS Contract and is non-negotiable.

By submitting this proposal, Vendor certifies that Vendor will properly report all TIPS sales. With the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either:

(1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at tipspo@tips-usa.com with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or;

(2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement.

No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion.

4
2 **TIPS Administration Fee Requirement and Acknowledgment**

This is a requirement of the TIPS Contract and is non-negotiable.

The collection of fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The TIPS Administration Fee is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of each TIPS Sale legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding RFP or RCSP document. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale.

By submitting a proposal, Vendor agrees that it has read, understands, and agrees to the published TIPS Administration Fee amount, calculation, and payment requirements. By submitting a proposal Vendor further confirms that all TIPS Pricing includes the TIPS Administration Fee and Vendor will not show adding the TIPS Administration Fee as a charge or line-item in any TIPS Sale.

4
3 **TIPS Member Access to Vendor Proposal & Documentation**

This is a requirement of the TIPS Contract and is non-negotiable.

Notwithstanding any other information provided in this solicitation or Vendor designation of certain documentation as confidential or proprietary, Vendor's submission of this proposal constitutes Vendor's express consent to the disclosure of Vendor's comprehensive proposal, including any information deemed confidential or proprietary, **to TIPS Members**. The proposing Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation to TIPS Members or by TIPS Members. By submitting this proposal, Vendor certifies the foregoing.

4 Non-Collusive Bidding Certificate

4 This is a requirement of the TIPS Contract and is non-negotiable.

By submission of this proposal, the Vendor certifies that:

- 1) This proposal has been independently arrived at without collusion with any other entity, bidder, or with any competitor;
- 2) This proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other bidder, competitor or potential competitor;
- 3) No attempt has been or will be made to induce any other person, partnership or corporation to modify, submit, or not to submit a bid or proposal; and
- 4) The person signing this bid or proposal certifies that they are duly authorized to execute this proposal/contract on behalf of Vendor and they have fully informed themselves regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the bidder as well as to the person signing in its behalf;

4 Antitrust Certification Statements (Tex. Government Code § 2155.005)

5 This is a requirement of the TIPS Contract and is non-negotiable.

By submission of this bid or proposal, Vendor certifies under penalty of perjury of the laws of the State of Texas that:

- (1) I am duly authorized to execute this proposal/contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Vendor) identified herein;
- (2) In connection with this proposal, neither I nor any representative of Vendor has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this proposal, neither I nor any representative of the Vendor has violated any federal antitrust law;
- (4) Neither I nor any representative of Vendor has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

4 Limitation on Out-of-State Litigation - Texas Business and Commerce Code § 272

6 This is a requirement of the TIPS Contract and is non-negotiable.

Texas Business and Commerce Code § 272 prohibits a construction contract, or an agreement collateral to or affecting the construction contract, from containing a provision making the contract or agreement, or any conflict arising under the contract or agreement, subject to another state's law, litigation in the courts of another state, or arbitration in another state. If included in Texas construction contracts, such provisions are voidable by a party obligated by the contract or agreement to perform the work.

By submission of this proposal, Vendor acknowledges this law and ***if Vendor enters into a construction contract with a Texas TIPS Member*** under this procurement, Vendor certifies compliance.

4
7

Required Confidentiality Claim Form

This is a requirement of the TIPS Contract and is non-negotiable.

TIPS provides the required TIPS Confidentiality Claim Form in the "Attachments" section of this solicitation. Vendor must execute this form by either signing and waiving any confidentiality claim, or designating portions of Vendor's proposal confidential. If Vendor considers any portion of Vendor's proposal to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form.

If TIPS receives a public information act or similar request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor documents deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion.

Notwithstanding any other Vendor designation of Vendor's proposal as confidential or proprietary, Vendor's submission of this proposal constitutes Vendor's agreement that proper execution of the required TIPS Confidentiality Claim Form is the only way to assert any portion of Vendor's proposal as confidential.

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8

Non-Discrimination Statement and Certification

This is a requirement of the TIPS Contract and is non-negotiable.

In accordance with Federal civil rights law, all U.S. Departments, including but not limited to the USDA, USDE, FEMA, are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by federal funds (not all bases apply to all programs).

Vendor certifies that Vendor will comply with applicable Non-Discrimination and Equal Opportunity provisions set forth in TIPS Member Customers' policies and other regulations at the local, state, and federal levels of governments.

Yes, I certify

4
9

Limitation of Vendor Indemnification and Similar Clauses

This is a requirement of the TIPS Contract and is non-negotiable.

TIPS, a department of Region 8 Education Service Center, a political subdivision, and local government entity of the State of Texas, is prohibited from indemnifying third-parties (pursuant to the Article 3, Section 52 of the Texas Constitution) except as otherwise specifically provided for by law or as ordered by a court of competent jurisdiction. Article 3, Section 52 of the Texas Constitution states that "no debt shall be created by or on behalf of the State ... " and the Texas Attorney General has opined that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Thus, contract clauses which require TIPS to indemnify Vendor, pay liquidated damages, pay attorney's fees, waive Vendor's liability, or waive any applicable statute of limitations must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas."

Does Vendor agree?

Yes, I Agree

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Alternative Dispute Resolution Limitations

This is a requirement of the TIPS Contract and is non-negotiable.

TIPS, a department of Region 8 Education Service Center, a political subdivision, and local government entity of the State of Texas, does not agree to binding arbitration as a remedy to dispute and no such provision shall be permitted in this Agreement with TIPS. Vendor agrees that any claim arising out of or related to this Agreement, except those specifically and expressly waived or negotiated within this Agreement, may be subject to non-binding mediation at the request of either party to be conducted by a mutually agreed upon mediator as prerequisite to the filing of any lawsuit arising out of or related to this Agreement. Mediation shall be held in either Camp or Titus County, Texas. Agreements reached in mediation will be subject to the approval by the Region 8 ESC's Board of Directors, authorized signature of the Parties if approved by the Board of Directors, and, once approved by the Board of Directors and properly signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

Does Vendor agree?

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1

No Waiver of TIPS Immunity

This is a requirement of the TIPS Contract and is non-negotiable.

Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

Does Vendor agree?

Yes, Vendor agrees

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2

Payment Terms and Funding Out Clause

This is a requirement of the TIPS Contract and is non-negotiable.

Vendor agrees that TIPS and TIPS Members shall not be liable for interest or late-payment fees on past-due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.

Funding-Out Clause: Vendor agrees to abide by the applicable laws and regulations, including but not limited to Texas Local Government Code § 271.903, or any other statutory or regulatory limitation of the jurisdiction of any TIPS Member, which requires that contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.

Does Vendor agree?

Yes, Vendor agrees

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3

Certification Regarding Prohibition of Certain Terrorist Organizations (Tex. Gov. Code 2270)

Vendor certifies that Vendor is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.

Does Vendor certify?

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4

Certification Regarding Prohibition of Boycotting Israel (Tex. Gov. Code 2271)

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement or any agreement with a TIPS Member under this procurement has value of \$100,000 or more, the following certification shall apply; otherwise, this certification is not required. Vendor certifies, where applicable, that neither the Vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any, boycotts Israel, and Vendor agrees that Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory but does not include an action made for ordinary business purposes.

When applicable, does Vendor certify?

Yes, Vendor certifies

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Certification Regarding Prohibition of Contracts with Certain Foreign-Owned Companies (Tex. Gov. Code 2274)

Certain public entities are prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant Vendor direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by a customer for product warranty and support purposes.

Vendor certifies that neither it nor its parent company nor any affiliate of Vendor or its parent company, is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (2) a company or other entity, including governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (3) headquartered in China, Iran, North Korea, Russia, or a designated country.

For purposes of this certification, "critical infrastructure" means "a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility." Vendor certifies that Vendor will not grant direct or remote access to or control of critical infrastructure, except for product warranty and support purposes, to prohibited individuals, companies, or entities, including governmental entities, owned, controlled, or headquartered in China, Iran, North Korea, Russia, or a designated country, as determined by the Governor.

When applicable, does Vendor certify?

Yes, Vendor certifies

5 Certification Regarding Prohibition of Discrimination Against Firearm and Ammunition Industries (Tex. Gov. Code 2274)

If (a) Vendor is not a sole proprietorship; (b) Vendor has at least ten (10) full-time employees; and (c) this Agreement or any Supplemental Agreement with certain public entities have a value of at least \$100,000 that is paid wholly or partly from public funds; (d) the Agreement is not excepted under Tex. Gov. Code 2274 and (e) the purchasing public entity has determined that Vendor is not a sole-source provider or the purchasing public entity has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required.

Vendor certifies that Vendor, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association.

For purposes of this Agreement, “discriminate against a firearm entity or firearm trade association” shall mean, with respect to the entity or association, to: “(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.”

“Discrimination against a firearm entity or firearm trade association” does not include: “(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity’s or association’s status as a firearm entity or firearm trade association.”

When applicable, does Vendor certify?

Yes, Vendor certifies

5 Certification Regarding Termination of Contract for Non-Compliance (Tex. Gov. Code 552.374)

If Vendor is not a governmental body and (a) this Agreement or any Supplemental Agreement with a public entity has a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by certain public entities; or (b) this Agreement or any Supplemental Agreement results in the expenditure of at least \$1 million in public funds for the purchase of goods or services by certain public entities in their fiscal year, the following certification shall apply; otherwise, this certification is not required.

As required by Tex. Gov. Code 552.374, the following statement is included in the RFP and the Agreement (unless the Agreement is (1) related to the purchase or underwriting of a public security; (2) is or may be used as collateral on a loan; or (3) proceeds from which are used to pay debt service of a public security of loan): “The requirements of Subchapter J, Chapter 552, Government Code, may apply to this solicitation and Agreement and the Vendor agrees that this Agreement and any applicable Supplemental Agreement can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter.”

Pursuant to Chapter 552 of the Texas Government Code, Vendor certifies that Vendor shall: (1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to TIPS or the purchasing TIPS Member for the duration of the Agreement; (2) promptly provide to TIPS or the purchasing TIPS Member any contracting information related to the Agreement that is in the custody or possession of Vendor on request of TIPS or the purchasing TIPS Member; and (3) on completion of the Agreement, either (a) provide at no cost to TIPS or the purchasing TIPS Member all contracting information related to the Agreement that is in the custody or possession of Vendor, or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to TIPS or the purchasing TIPS Member.

When applicable, does Vendor certify?

Yes, Vendor certifies

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8

Certification Regarding Prohibition of Boycotting Certain Energy Companies (Tex. Gov. Code 2274)

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement or any Supplemental Agreement with certain public entities has a value of \$100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required.

Vendor certifies that Vendor, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, do not boycott energy companies and will not boycott energy companies during the term of the Agreement or any applicable Supplemental Agreement.

For purposes of this certification the term "company" shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit.

The term "boycott energy company" shall mean "without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with a company described by paragraph (a)." (See Tex. Gov. Code 809.001).

When applicable, does Vendor certify?

Yes, Vendor certifies

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9

Felony Conviction Notice - Texas Education Code 44.034

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states, "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Subsection (b) states, "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Subsection (c) states, "This section does not apply to a publicly held corporation.

Vendor certifies one of the following:

- A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable, or;
- B. My firm is not owned nor operated by anyone who has been convicted of a felony, or;
- C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.

If Vendor responds with Option (C), Vendor is required to provide information in the next attribute.

B. My firm is not owned nor operated by felon.

60 Felony Conviction Notice - Texas Education Code 44.034 - Continued

If Vendor selected Option (C) in the previous attribute, Vendor must provide the following information herein:

1. Name of Felon(s)
2. The Felon(s) title/role in Vendor's entity, and
3. Details of Felon(s) Conviction(s).

No response

61 Conflict of Interest Questionnaire Requirement

Vendor agrees that it has looked up, read, and understood the current version of Texas Local Government Code Chapter 176 which generally requires disclosures of conflicts of interests by Vendor hereunder if Vendor:

- (1) has an employment or other business relationship with a local government officer of our local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of our local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of our local governmental entity.
- (4) Any other financial, commercial, or familial relationship with our local government that may warrant reporting under this statute.

Does Vendor certify that it has NO reportable conflict of interest?

Yes, Vendor certifies - VENDOR HAS NO CONFLICT

62 Conflict of Interest Questionnaire Requirement - Form CIQ - Continued

If you responded "No, Vendor does not certify - VENDOR HAS CONFLICT" to the Conflict of Interest Questionnaire question above, you are required by law to fully execute and upload the form attachment entitled "Conflict of Interest Questionnaire - Form CIQ." If you accurately claimed no conflict above, you may disregard the form attachment entitled "Conflict of Interest Questionnaire - Form CIQ."

Have you uploaded this form if applicable?

Not Applicable

63 Upload of Current W-9 Required

Vendors are required by TIPS to upload a current, accurate W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity.

You must confirm that you are responding to this solicitation under your legal entity name. Go now to your Supplier Profile in this eBid System and confirm that your profile reflects your "Legal Name" as it is listed on your W9.

64 Regulatory Good Standing Certification

Does Vendor certify that its entity is in good standing will all government entities and agencies, whether local, state, or federal, that regulate any aspect of Vendor's field of work or business operations?

If Vendor selects "No", Vendor must provide explanation on the following attribute question.

Yes, Vendor certifies

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5 **Regulatory Good Standing Certification - Explanation - Continued**

If Vendor responded to the prior attribute that "No", Vendor is not in good standing, Vendor must provide an explanation of that lack of good standing here for TIPS consideration.

No response

6
6 **Instructions Only - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**
Instructions for Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

1. By answering yes to the next Attribute question below, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participants," "person," "primary covered transaction," "principal," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

6 **Suspension or Debarment Certification**

7

Read the instructions in the attribute above and then answer the following accurately.

Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Does Vendor certify?

Yes, Vendor certifies

6 **Vendor Certification of Criminal History - Texas Education Code Chapter 22**

8

Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district pursuant to this law.

DEFINITIONS

Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students.

Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

Vendor certifies:

NONE (Section A): None of the employees of Vendor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Vendor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided under this procurement.

OR

SOME (Section B): Some or all of the employees of Vendor and any subcontractor are covered employees. If this box is checked, I further certify that: (1) Vendor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history; (2) If Vendor receives information that a covered employee subsequently has a reported criminal history, Vendor will immediately remove the covered employee from contract duties and notify the purchasing entity in writing within 3 business days; (3) Upon request, Vendor will provide the purchasing entity with the name and any other requested information of covered employees so that the purchasing entity may obtain criminal history record information on the covered employees; (4) If the purchasing entity objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Vendor agrees to discontinue using that covered employee to provide services at the purchasing entity.

Which option does Vendor certify?

Yes, I certify - SOME (Section B)

6 **Certification Regarding "Choice of Law" Terms with TIPS Members**

9 Vendor agrees that if any "Choice of Law" provision is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the sales agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

7 **Certification Regarding "Venue" Terms with TIPS Members**

0 Vendor agrees that if any "Venue" provision is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution is shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

7 **Certification Regarding "Automatic Renewal" Terms with TIPS Members**

1 Vendor agrees that no TIPS Sale may incorporate an "Automatic Renewal" clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. The purpose of this clause is to avoid a TIPS Member inadvertently renewing a Supplemental Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

**7
2 Certification Regarding "Indemnity" Terms with TIPS Members**

Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

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3 Certification Regarding "Arbitration" Terms with TIPS Members**

Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may **not** require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Arbitration" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

**7
4 2 CFR PART 200 AND FEDERAL CONTRACT PROVISIONS EXPLANATION**

TIPS and TIPS Members will sometimes seek to make purchases with federal funds. In accordance with 2 C.F.R. Part 200 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (sometimes referred to as "EDGAR"), Vendor's response to the following questions labeled "2 CFR Part 200 or Federal Provision" will indicate Vendor's willingness and ability to comply with certain requirements which may be applicable to TIPS purchases paid for with federal funds, if accepted by Vendor.

Your responses to the following questions labeled "2 CFR Part 200 or Federal Provision" will dictate whether TIPS can list this awarded contract as viable to be considered for a federal fund purchase. **Failure to certify all requirements labeled "2 CFR Part 200 or Federal Provision" will mean that your contract is listed as not viable for the receipt of federal funds. However, it will not prevent award.**

If you do enter into a TIPS Sale when you are accepting federal funds, the contract between you and the TIPS Member will likely require these same certifications.

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2 CFR Part 200 or Federal Provision - Vendor Willingness to Accept Federal Funds

This certification is not required by federal law. However, TIPS Members are public entities and qualifying non-profits which often receive federal funding and grants (ESSER, CARES Act, EDGAR, etc.) **Accepting such funds often requires additional required certifications and responsibilities for Vendor.** The following attribute questions include these required certifications. Your response to this questions, the following certifications, and other factors will determine whether your contract award will be deemed as eligible for federal fund expenditures by TIPS Members.

If awarded, is Vendor willing to accept payment for goods and services offered under this contract paid for by a TIPS Member with federal funds?

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2 CFR Part 200 or Federal Provision - Contracts

Contracts for more than the simplified acquisition threshold currently set at \$250,000 (2 CFR § 200.320), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserve all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree?

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2 CFR Part 200 or Federal Provision - Termination

Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserve the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserve the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The Vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.

Does vendor agree?

7 **2 CFR Part 200 or Federal Provision - Clean Air Act**

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Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members require that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein.

Does vendor agree?

Yes, Vendor agrees

7 **2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment**

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Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members require the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).

Does Vendor agree?

Yes, Vendor agrees

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2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment - Continued

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does Vendor certify that it has NOT lobbied as described herein?

Yes, Vendor certifies - NO Reportable Lobbying

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2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment - Continued

If you answered "No, Vendor does not certify - Lobbying to Report" to the above attribute question, you must download, read, execute, and upload the attachment entitled "Disclosure of Lobbying Activities - Standard Form - LLL", as instructed, to report the lobbying activities you performed or paid others to perform.

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2 CFR Part 200 or Federal Provision - Federal Rule

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$250,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Does vendor certify compliance?

Yes, Vendor certifies

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2 CFR Part 200 or Federal Provision - Procurement of Recovered Materials

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does vendor certify that it is in compliance with these provisions?

Yes, Vendor certifies

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2 CFR Part 200 or Federal Provision - Rights to Inventions

If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Pursuant to the above, when the foregoing applies to ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in the Federal rule above.

Does vendor certify?

Yes, Vendor certifies

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2 CFR Part 200 or Federal Provision - Domestic Preferences for Procurements and Compliance with Buy America Provisions

As appropriate and to the extent consistent with law, TIPS Member Customers, to the greatest extent practicable under a Federal award, may provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Vendor agrees that the requirements of this section will be included in all subawards including all contracts and purchase orders for work or products under this award, to the greatest extent practicable under a Federal award. For purposes of 2 CFR Part 200.322, "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, glass, including optical fiber, and lumber.

Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. For purposes of 2 CFR Part 200.322,

"Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

"Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that to the greatest extent practicable Vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

Does Vendor Certify?

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2 CFR Part 200 or Federal Provision - Ban on Foreign Telecommunications

ESC 8 and TIPS Members are prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain, or (3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that use "covered telecommunications" equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. "Covered telecommunications" equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and physical security surveillance of critical infrastructure and other national security purposes, and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes detailed in 2 CFR § 200.216.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that Vendor will not purchase equipment, services, or systems that use "covered telecommunications", as defined by 2 CFR §200.216 equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Does vendor certify?

8 **2 CFR Part 200 or Federal Provision - Contract Cost & Price**

For contracts more than the simplified acquisition threshold currently set at \$250,000, a TIPS Member may, in very rare circumstances, be required to negotiate profit as a separate element of the price pursuant to 2 C.F.R. 200.324(b). Under those circumstances, Vendor agrees to provide information and negotiate with the TIPS Member regarding profit as a separate element of the price. However, Vendor certifies that the total price charged by the Vendor shall not exceed the Vendor's TIPS pricing and pricing terms proposed.

Does Vendor certify?

Yes, Vendor certifies

8 **2 CFR Part 200 or Federal Provision - Equal Employment Opportunity**

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members on any federally assisted construction contract, the equal

opportunity clause is incorporated by reference here.

Does Vendor Certify?

Yes, Vendor certifies

8 **2 CFR Part 200 or Federal Provision - Davis Bacon Act Compliance**

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

Pursuant to state and federal requirements, Vendor certifies that it will be in compliance with all applicable Davis-Bacon Act provisions if/when applicable.

Does Vendor certify?

Yes, Vendor certifies

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2 CFR Part 200 or Federal Provision - Contract Work Hours and Safety Standards

Where applicable, all contracts awarded by ESC 8 and TIPS Members in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award for all contracts resulting from this procurement process, Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

Does Vendor certify?

Yes, Vendor certifies

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2 CFR Part 200 or Federal Provision - FEMA Fund Certification & Certification of Access to Records

If and when Vendor accepts a TIPS purchase paid for in full or part with FEMA funds, Vendor certifies that:

(1) Vendor agrees to provide the TIPS Member, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to and rights to reproduce any books, documents, papers, and records of the Contractor which are directly pertinent to this contract, or any contract resulting from this procurement, for the purposes of making audits, examinations, excerpts, and transcriptions. This right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents. Vendor agrees to provide the FEMA Administrator or an authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. Vendor acknowledges and agrees that no language in this contract or the contract with the TIPS Member is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(2) The Vendor shall not use the Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

(3) The Vendor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

(4) The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

(5) The Vendor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Vendor's actions pertaining to this contract.

Does Vendor certify?

Yes, Vendor certifies

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2 CFR Part 200 or Federal Provision - Certification of Compliance with the Energy Policy and Conservation Act

When appropriate and to the extent consistent with the law, Vendor certifies that it will comply with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq; 49 C.F.R. Part 18) and any state mandatory standards and policies relating to energy efficiency which are contained in applicable state energy conservation plans issued in compliance with the Act.

Does Vendor certify?

Yes, Vendor certifies

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2 CFR Part 200 or Federal Provision - Certification of Compliance with Never Contract with the Enemy

Where applicable, all contracts awarded by ESC 8 and TIPS Members in excess of \$50,000.00, within the period of performance, and which are performed outside of the United States, including U.S. territories, are subject to the regulations implementing Never Contract with the Enemy in 2 CFR part 183. Per 2 CFR part 183, in the situation specified, ESC 8 and TIPS Members shall terminate any contract or agreement resulting from this procurement which violates the Never Contract with the Enemy regulation in 2 CFR part 183, including if Vendor is actively opposing the United States or coalition forces involved in a contingency operation in which members of the the Armed Forces are actively engaged in hostilities. Vendor certifies that it is neither an excluded entity under the System for Award Management (SAM) nor Federal Awardee Performance and Integrity Information System (FAPIS) for any contract terminated due to Never Contract with the Enemy as a Termination for Material Failure to Comply.

Does Vendor certify?

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2 CFR Part 200 or Federal Provision - Certification of Compliance with EPA Regulations

For contracts resulting from this procurement, in excess of \$100,000.00 and paid for with federal funds, Vendor certifies that Vendor will comply with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

Does Vendor certify?

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2 CFR Part 200 or Federal Provision - Record Retention Requirements

For contracts resulting from this procurement, paid for by ESC 8 or TIPS Members with federal funds, Vendor certifies that Vendor will comply with the record retention requirements detailed in 2 CFR § 200.334. Vendor certifies that Vendor will retain all records as required by 2 CFR § 200.334 for a period of three years after final expenditure or financial reports, as applicable, and all other pending matters are closed.

Does Vendor certify?

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2 CFR Part 200 or Federal Provision - Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.

Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful?

If you respond "Yes", you must respond to the following attribute question accurately. If you respond "No", you may skip the following attribute question.

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2 CFR Part 200 or Federal Provision - If "Yes" Response to Above Attribute - Continued - Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.

Only respond to this question if you responded "Yes" to the attribute question directly above. Skip this question if you responded "No" to the attribute question directly above.

Does Vendor certify that it will follow the following affirmative steps? Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a)The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs(1) through (5) of this section.

Does Vendor certify?

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ACKNOWLEDGMENT & BINDING CORPORATE AUTHORITY

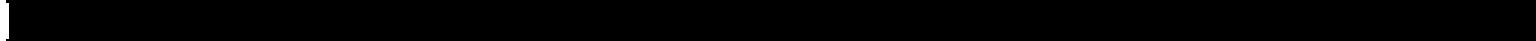
By submitting this proposal, the individual(s) submitting on behalf of the Vendor certify that they are authorized by Vendor to complete and submit this proposal on behalf of Vendor and that this proposal was duly submitted on behalf of Vendor by authority of its governing body, if any, and within the scope of its corporate powers.

Vendor further certifies that it has read, examined, and understands all portions of this solicitation including but not limited to all attribute questions, attachments, solicitation documents, bid notes, and the Vendor Agreement(s). Vendor certifies that, if necessary, Vendor has consulted with counsel in understanding all portions of this solicitation.

TIPS 230703 Staffing Services	The Stepping Stones Group LLC
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TIPS REFERENCE FORM

All requested information must be typed and uploaded in Excel format. Do not handwrite or upload in any format other than Excel. Emails provided must be current and active. Do not include TIPS/Region 8 employees as a reference. The entities that you provide must be paying customers, not affiliates/partners/manufacturers/resellers, etc.



You must provide below at least three (3) references from three different entity customers, preferably government or non-profit entities, who have purchased goods or services from your vendor entity within the last three years.

Customer Entity Name	Customer Contact Name	Valid Contact Email	Valid Contact Phone
Example: ABC University	Director John Doe	jdoe@abcuniverisity.edu	800-111- 2222
Killeen ISD	Dr. Jacqueline Pilkey, Director of Special Education	Jacqueline.Pilkey@killeenisd.org	254-336-0362
Houston ISD	Keeva Price, Speech Senior Manager	KPRICE2@houstonisd.org	713-556-8000
Schertz-Cibolo-Universal City ISD	Suanne Chang-Ponce, Department of Education Assistant Director	schangponce@scuc.txed.net	210-945-6432
Manor ISD	Ricky Bean, Assistant Director of Special Education	ricky.bean@manorisd.net	512-278-4442
Texas City ISD	Rubin Pesina, Director of Special Education	rpesina@tcisd.org	409-916-0106

REQUIRED CONFIDENTIALITY CLAIM FORM

(VENDOR MUST COMPLETE THE FOLLOWING VENDOR INFORMATION)

Vendor Entity Name: The Stepping Stones Group LLC

Vendor Authorized Signatory Name: Brittany Knoerzer

Vendor Authorized Signatory Title: Director of Contracts

Vendor Authorized Signatory Email: k12ops.bids@ssg-healthcare.com

Vendor Address: 123 N Wacker Drive STE 1150

City: Chicago State: IL Zip Code: 60606

Vendor agrees that it is voluntarily providing its data (including but not limited to: Vendor information, Vendor documentation, Vendor’s proposal, Vendor pricing submitted or provided to TIPS, TIPS contract documents, TIPS correspondence, Vendor logos and images, Vendor’s contact information, Vendor’s brochures and commercial information, Vendor’s financial information, Vendor’s certifications, and any other Vendor information or documentation submitted to TIPS by Vendor and its agents) (Hereinafter, “Vendor Data”) to TIPS. Vendor understands and agrees that TIPS is a government entity subject to public information laws including but not limited to Texas Government Code (TGC) Chapter 552. Vendor agrees that regardless of confidentiality designations herein, Vendor’s submission of a proposal constitutes Vendor’s consent to the disclosure and release of Vendor’s Data and comprehensive proposal, including any information deemed confidential or proprietary herein, to and by TIPS Members.

Notwithstanding the foregoing permissible release to TIPS Members, if Vendor considers any portion of Vendor’s proposal to be otherwise confidential and not subject to public disclosure pursuant to public information laws, including but not limited to TGC Chapter 552, Vendor must properly execute **Option 1 only** below, attach to this PDF all documents and information that Vendor deems confidential, and upload the consolidated documentation. Regardless of the Option selected below, this form must be completed and uploaded to the “Response Attachments” section of the eBid System entitled “Required Confidentiality Claim Form.” Execution and submission of this form is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a request, a Public Information Request, or subpoena. If TIPS receives a request, any responsive documentation not deemed confidential by you through proper execution of Option 1 of this form will be automatically released. For information deemed confidential by you through proper execution of Option 1 of this form, TIPS will follow procedures of controlling statute(s) regarding withholding that documentation and shall not be liable for any release of information required by law, including Attorney General opinion or court order.

(VENDOR MUST COMPLETE ONE OF THE TWO OPTIONS AND UPLOAD IN THE EBID SYSTEM)

OPTION 1 – DESIGNATING CONFIDENTIAL MATERIALS – YES, VENDOR HAS ATTACHED CONFIDENTIAL MATERIALS

(Confirm each bullet point and sign below)

- Vendor claims some Vendor Data confidential to the extent permitted by TGC Chapter 552 and other applicable law.
- Vendor attached to this PDF all potentially confidential Vendor Data and listed the number of attached pages below.
- Vendor’s authorized signatory has signed below and shall upload this document in the proper location in the eBid System.
- Vendor agrees that TIPS shall not be liable for any release of confidential information required by law.

Number of pages attached deemed confidential: _____


Authorized Signature: _____

OPTION 2 – WAIVER OF CONFIDENTIALITY – NO, VENDOR HAS NOT ATTACHED CONFIDENTIAL MATERIALS

(Confirm each bullet point and sign below)

By signing for Option 2 below, Vendor expressly waives any confidentiality claim for all Vendor Data submitted in relation to this proposal and resulting contract. Vendor confirms that TIPS may freely release Vendor Data submitted in relation to this proposal or resulting contract to any requestor. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of Vendor Data by TIPS or TIPS Members.

- Vendor’s authorized signatory has signed below and shall upload this document in the proper location in the eBid System.
- Vendor agrees that TIPS shall not be liable for any release of confidential information required by law.

Authorized Signature: Brittany Knoerzer  Digitally signed by Brittany Knoerzer
Date: 2023.08.10 12:48:16 -05'00'

VENDOR SUPPLEMENTAL INFORMATION

TIPS permits Vendors to submit supplemental documentation and information (“Vendor Supplemental Information”) with their proposals to display to TIPS Member Customers their qualifications, offerings, and special terms. The following documents are for marketing and informational purposes only. They are not terms of Vendor’s TIPS Contract. If the Vendor Supplemental Information herein contains any warranties, terms, or conditions, the TIPS Member Customer may review and determine whether or not those are applicable and acceptable for any TIPS purchase before proceeding. If the Vendor Supplemental Information contains any licenses or certificates, TIPS encourages the TIPS Member Customer to ensure current accuracy at the time of a TIPS purchase.



THE STEPPING STONES GROUP

Transforming Lives Together

The Stepping Stones Group, LLC

RFP 230703

STAFFING SERVICES

Texas Region 8 Education Services Center

TIPS

Authorized Representative

Julie Williams, Director of Client Services

123 N. Wacker Dr., Chicago, IL 60606

Julie.Williams@ssg-healthcare.com

578-756-7639

Secondary Contact: Brittany Knoerzer, Director of RFPs

k12ops.bids@ssg-healthcare.com

773-808-2017

Respectfully Submitted!



THE STEPPING STONES GROUP
Transforming Lives Together

August 16th 2023,

TIPS/Region 8 ESC
Purchasing
4845 US Hwy. 271 North
Pittsburgh, TX 75686

RE: RFP 230703- Staffing Services

Dear TIPS,

In response to your Request for Quotation, The Stepping Stones Group, LLC is pleased to present its proposal for Staffing Services for the TIPS/Region 8 ESC. We would like to express our sincere and earnest interest in working with TIPS/Region 8 ESC to provide school-based therapy services for your students.

With over 34 years of experience and expertise, The Stepping Stones Group is a trusted market-leader in providing special education, therapeutic, nursing, and behavioral health services for school systems throughout the United States. We are comprised of ten trusted, long-standing, and mission-driven organizations that offer a variety of special education solutions. Our family of brands includes the following: AlphaVista, Ardor School Solutions, Cobb Pediatric Therapy Services, Cumberland Therapy Services, EBS Healthcare, Futures, MyTherapyCompany, Speech Rehab Services, Staffing Options and Solutions, and Staff Rehab. Through our collective family of brands and continued growth, we now serve more than 1,100 public school systems, charter schools, and private learning centers, and we employ more than 9,000 therapy, behavioral health, nursing, and education professionals nationwide.

Our organization has combined the management and recruitment expertise of our partner companies, along with clinical resources, mentoring, and professional development, into one market-leading organization. We provide comprehensive clinical management services, and each of our clinicians is assigned to a Clinical Manager. As such, we have earned an excellent reputation as an extremely effective and responsive provider of high-quality education-based services. The Stepping Stones Group has maintained a 92% client retention rate, leading to consistent and reliable staffing for our school district partners.

The Stepping Stones Group is uniquely qualified to meet the needs of TIPS/ESC Region 8. We have the experience to recruit qualified, licensed providers and the capabilities to provide the District with whatever level of staffing it may need, from simple position staffing to department management, and anything in between that would benefit its students. If you should have any questions or require additional information, please feel free to contact me directly, and we appreciate your consideration.

Sincerely,

Julie Williams, Director of Client Services

p. 678-756-7639

e. julie.williams@ssg-healthcare.com

www.thesteppingstonesgroup.com

Contents

EXECUTIVE SUMMARY	4
COMPANY PROFILE	6
COMPANY BACKGROUND	6
COMPANY EXPERIENCE	8
REFERENCES	9
CAPABILITIES	10
KEY PERSONNEL	12
SCOPE OF WORK	17
SCHOOL-BASED THERAPY SERVICES	17
METHODOLOGY	27
TELETHERAPY	29
IMPLEMENTATION PLAN	31
IMPLEMENTATION PLAN	31
RECRUITING AND HIRING	34
QUALITY CONTROL	36
CLINICAL OPERATIONS DEPARTMENT	38

EXECUTIVE SUMMARY

STATEMENT OF UNDERSTANDING

The Stepping Stones Group (SSG) is passionate about helping students in need across the country. We engage with school districts, educators, and parents to understand students’ unique challenges and provide special education solutions. We leverage our longstanding history, national leadership, regional experience, and expansive professional network to effectively provide therapeutic and behavioral health services for our school district partners.

We understand and are qualified to meet and exceed the requirements set forth in the TIPS/Region 8 ESC’s RFP for Staffing Services. We are involved, accountable partners with our school district clients, and we work each day with that partnership - and our responsibility to ensure the quality and reliability of our clinicians and services - at the center of our activities. We believe we have the necessary experience and qualifications to fulfill TIPS/REGION 8 ESC’s needs.

WHO WE ARE

The Stepping Stones Group is the nationwide market leader in providing therapeutic, nursing, and behavioral health services for children with special needs.

- **Our mission:** *Transforming the lives of children, families, and communities together through our exceptional therapeutic and behavioral health services*
- **Commitment to our Core Values:** Trust, Integrity, Results, Quality, Community, Inclusivity
- **Dedication to our client relationships:** Our 33-year history working closely with our district partners is the foundation of our organization.
- **Stepping Up for a Cause:** The Stepping Stones Group is intentional about serving its communities, and we believe small acts make big differences in the lives of people where we live and work. We are committed to giving back to the communities that we serve through our philanthropic efforts.
- **Inclusivity:** Our Diversity & Inclusion Council focuses on bringing about a more equitable environment to enable all employees to feel welcomed and included for their unique talents and contributions.

WHY SCHOOL DISTRICTS TRUST US

- **We Know School Districts:** We are the largest provider of school-based therapeutic and behavior support services nationwide, serving over 1,100 districts.
- **Quality is Our Priority:** We utilize an engagement and communication platform to enhance our employees’ experiences and to monitor their fulfillment with their positions. This allows the team to stay informed of potential issues and fix potential problems early.
- **Our Experience:** We have specialized in serving school systems for 34 years and are working to positively impact the lives of more 2.1 million children. We have been providing school-based services to Texas school districts since 2003, and we currently have 350 clinicians working across the state.
- **Our Dedication:** We make sure our clinicians have the resources to do their jobs effectively so that your students are served appropriately. We ensure quality services and provide an experienced clinical leadership team.

HOW WE ARE DIFFERENT

- **Clinical Quality:** Every clinician is managed by an experienced school-based clinician, not by someone in HR. Our operational leadership consists of licensed clinicians and educators whose support and mentorship promotes best practices and ensures that our staff members are successful in their district assignments.
- **District Professional Development:** We offer continuing education to your District. Each school year, we will offer your District and your employees exclusive access to ASHA, AOTA, BACB, Nursing, and NASP approved courses three times per year at no additional cost.
- **Training and Development:** We provide our staff with continuing education, training, resources, and mentoring through our professional development program, **Pathways to Success**.
- **Our Employees, Not Independent Contractors:** Our clinicians and educators are our employees, not independent contractors. As a result, we are able to exercise higher levels of accountability and expectations in the provision of services.
- **Personalized Team Approach:** We provide a dedicated **Triad** team (Clinical Manager, Client Services Manager, and Career Services Manager) that works together to deliver the highest level of service and support to the District and the students served.
- **Clinician Retention:** Our Net Promoter Score is rated as Excellent for our industry. The Net Promoter Score is a measure of how likely our clinicians are to recommend us to someone else. With such a high rating, our clinicians are more likely to return year after year, which results in reduced turnover.

OUR COMMITMENT

Together, we are transforming the lives of children and families, improving the quality of therapeutic and behavioral services, and joining with like-minded therapists, clinicians, and educators in order to have a greater impact in our communities. Our passionate leadership team and expansive clinical support network ensure the delivery of the highest quality therapeutic and behavioral health services to the District.

COMPANY PROFILE

COMPANY BACKGROUND

The Stepping Stones Group offers a robust 33-year history of providing therapeutic, behavioral health, nursing, and special educational services for school systems. Since our beginnings in 1989, we have become the nationally recognized leader in serving school districts and have made the INC 5000 list over 10 times. We are regionally headquartered in Atlanta and have additional corporate hubs in California, Colorado, Florida, Illinois, Indiana, Massachusetts, Pennsylvania, and New York.

We currently have over 9,000 clinicians and educators providing services for over 1,100 public school districts, charter schools, and private learning centers in more than 45 states. We have unparalleled experience in delivering best practice therapeutic and behavioral health solutions to children with special needs and autism. In addition to recruiting highly qualified staff, we provide clinical management, comprehensive training and orientation, and ongoing monitoring for our clinicians.

Our Mission and Core Values

The Stepping Stones Group was founded with the singular mission of transforming the lives of children, families, and communities together through our exceptional therapeutic, special education and behavioral health services. We have a strong commitment to our core values, as they are the true heart of our company culture:

- **Trust:** Respectful and loyal in our actions
- **Integrity:** Honest, ethical, and fair in our activities
- **Results:** Striving to exceed expectations
- **Quality:** Excellence in everything we do
- **Community:** Working together to improve a child's future
- **Inclusivity:** Welcoming everyone to join our mission in transforming lives together

A passionate adherence to these guiding beliefs continues to shape how we serve our employees, our clients, and the broader community.

Family of Brands

The Stepping Stones Group grew from a simple belief: That every child is born with a special set of gifts. Throughout our history, we have partnered with ten mission-driven organizations that share in our vision. Our dynamic leadership team and expansive clinical support network ensure the delivery of the highest quality therapeutic and behavioral health services nationwide.



Commitment to Diversity & Inclusion

The Stepping Stones Group is committed to diversity and inclusion. As a socially conscious employer driven by purpose, we welcome all people who have the heart to join us in our mission to transform lives together. Our Diversity & Inclusion Council focuses on bringing about a more equitable environment to enable all employees to feel welcomed and included for their unique talents and contributions. We celebrate the diversity of our colleagues and believe that by listening, learning, and empathizing with each other’s life experiences we become a stronger organization.

Scope and Service Cohorts

Below is a partial list of the services we provide:

<u>Related Therapy</u>	<u>Related Behavioral</u>	<u>Education</u>	<u>School Nursing</u>	<u>Autism</u>
Speech Language Pathologists	School Psychologists	Special Education Teachers	Certified School Nurses	Board Certified Behavioral Analysts
Occupational Therapists	Licensed Social Workers	Teachers for the Visually Impaired	Registered Nurses	Registered Behavioral Technicians
Physical Therapists	Mental Health Counselors	Teachers for the Deaf and Hard of Hearing	Licensed Practical Nurses/Licensed Vocational Nurses	Behavioral Technicians
Audiologists	Educational Diagnosticians	Sign Language Interpreters		Paraprofessionals
Therapy Assistants (Speech-SLPA, Occupational-OTA, Physical-PTA)	School Counselor	Adaptive Physical Education Teachers		Instructional Aides

COMPANY EXPERIENCE

The Stepping Stones Group is the largest provider in the country with more than 9,000 clinicians in over 1,100 school systems across 45 states. We deliver high quality, educationally relevant therapy, behavioral health, and educational services to school districts, and our decades-long experience is comprehensive and diverse. It includes serving student populations of all sizes throughout rural, suburban, and urbanized metropolitan areas, with diverse student and socioeconomic populations and varying severities of disability or delays. In working with SSG, TIPS/REGION 8 ESC will gain a knowledgeable partner that understands the school framework, the importance of supporting your district initiatives, and the value that our additional resources and clinician support brings to your administration.

Texas Experience

The Stepping Stones Group has been providing school-based therapy services for Texas school districts since 2003. We currently have 340 clinicians working in 61 districts across the state. Below please review a partial list of the school districts we are currently serving for the 2021-2022 school year.

District	Services	# of Clinicians
Austin ISD	Speech Pathology, School Psychology, Educational Diagnostician, School Psychologist	10+
Cityscape Schools	Educational Diagnostician, School Psychologist, Special Education Teacher, Speech Therapy	10
Dallas ISD	Occupational Therapy, Speech Therapy, Educational Diagnostician, LPN, RN, School Psychologist	55
Harmony Public Schools	Adapted PE, BCBA, Educational Diagnostician, School Counselor,	30+
Houston ISD	Educational Diagnostician, Paraprofessional, Occupational Therapy, School Psychology, Speech Pathology	90+
Fort Bend ISD	Speech Pathology, School Psychologist	3
Katy ISD	Speech Therapy	10+
Killeen ISD	ASL Interpreter, SLP	10+
Lockhart ISD	Behavior Technician, BCBA, OT, School Counselor, Educational Diagnostician, Social Worker	10+
Sheldon ISD	Speech Pathology	1
Spring ISD	Speech Pathology, School Psychologist	4
White Settlement ISD	Audiology, Educational Diagnostician, Music Therapist	3

REFERENCES

Name and Location	Killeen ISD 200 N. WS Young Dr. Killeen, TX 76543
Services	We have provided ASL, and SLP services to this district.
Contact Information	Dr. Jacqueline Pilkey, Director of Special Education 254-336-0362 Jacqueline.Pilkey@killeenisd.org
Dates	2010 to Present

Name and Location	Schertz-Cibolo-Universal City ISD 1060 Elbel Road Schertz, TX 78154
Services	We have provided SLP, OT, SPED Teaching, and LSSP services to this school district.
Contact Information	Suanne Chang-Ponce, Department of Education Assistant Director 210-945-6432 schangponce@scuc.txed.net
Dates	2012 to Present

Name and Location	Texas City ISD 1700 9 th Avenue North, Texas City, TX 77590
Services	Provided SLP, SLP teletherapy, SLP-CF, EBD, LSSP, and Facilitator/Paraprofessional services.
Contact Information	Rubin Pesina, Director of Special Education 409-916-0106 rpesina@tcisd.org
Dates	2018 to Present

CAPABILITIES

Staffing Capabilities

Our longstanding history, national leadership, regional experience, and localized familiarity allow us to continue the growth of our professional network so we may effectively meet the staffing demands of our school district partners in every area of need. We continue to experience remarkable growth and success in recruiting highly skilled special education, therapeutic, behavioral health, and education professionals for our school district clients. This success is represented in our client retention rate, in which 92% of our school district partners have chosen to work with us year after year.

- **Regional knowledge and experience.** As a longstanding local provider in Texas, SSG is familiar with Camp County. We understand the commutability factors from different cities or counties, and we use this knowledge and experience to match available clinicians with assignments in appropriate or commutable locations.
- **Local and nationwide candidate pools.** SSG has built a large network and database of professionals that we can call upon when a school district partner has an opening. This database includes candidates in the Camp County area, as well as candidates located throughout all 50 states. This allows us to expand our recruiting efforts to help source candidates relocating to the area if needed.
- **Creative sourcing and recruiting.** SSG uses proven recruiting techniques to uncover new candidate leads for our school district clients. Through creative, proactive, and personalized recruiting efforts, we can respond to the needs of your District to provide qualified and available candidates. We also work with universities and colleges across the country, including many in Texas. Our ongoing and broad recruiting strategies ensure that we have potential candidates in our pool today and that we are developing new candidates for the needs of tomorrow.
- **Consistency of service and retention of clinicians.** SSG is proud of the consistency of service that we offer our school district partners. The growth and satisfaction of our clinicians is an integral part of our company culture, so our clinicians tend to stay with us year after year. Maintaining these high retention rates allows us to offer returning staff to your District each school year.
- **Ongoing and immediate staffing needs.** SSG is committed to responding to the short notice needs of our clients. Our approach includes immediate access to our local / regional database of clinicians, offering special incentives and creative solutions to support the urgent needs of your district. As our relationship continues to grow with the District, so does our involvement with local clinicians and the ability to respond quickly with qualified and talented candidates.

Service Delivery Options

We value the relationships we have with each of our school district clients, and it is important to us that we deliver on their expectations each and every school year. We have found that customizing our service delivery offerings and implementing a variety of approaches allows us to meet the specific needs of each school district and its students. A few examples of these service delivery options are outlined below:

Option 1: SSG Staffing Services

SSG provides qualified staff to help fill the District's immediate and ongoing staffing needs throughout each school year.

Option 2: Dedicated On-Site Clinical Management

This option includes our SSG Staffing Services above, plus a dedicated on-site Clinical Manager to supervise, support, guide, and mentor the SSG clinicians in specific disciplines assigned in your District. The on-site Clinical Manager is the liaison between the clinicians and your District administration, as well as between the District and SSG.

Option 3: Program Management

This option includes our SSG Staffing Services and Dedicated On-Site Clinical Management above, plus program management assistance with a full-time Program Manager to help guide District administration with the development, allocation planning, caseload coordination, and implementation of staffing coverages needed for a specialty program or department within the District.

SSG Managed Services Program (MSP)

If desired, any of the service delivery options listed above can also be paired in conjunction with our SSG Managed Services Program (MSP). This approach may help the District to maximize the delivery of special education, therapy, nursing, and autism/behavioral support services and reduce the possibility of unfilled vacancies by selecting one primary vendor. In this approach, SSG would serve as your MSP and would work with other vendors who provide similar services to maximize service delivery. Therefore, you would have one primary vendor, one contract, one point of contact, one invoice, and one payment, but you have access to multiple agencies, all working to fill your vacancies.

The key values in using the SSG MSP are as follows:

- No additional cost to the District
- One primary vendor
- One contract
- One point of contact
- Access to multiple vendors
- One process
- One invoice/one payment
- Access to a larger candidate pool of hard-to-find specialized professionals

Districts that have used our SSG MSP approach find that using this type of technology and having access to multiple vendors is a more strategic and efficient way to fill their multiple staffing vacancies throughout the school year.

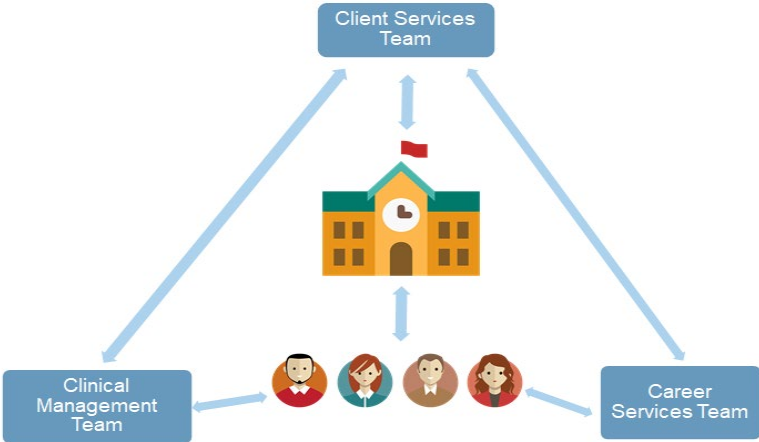
The Stepping Stones Group MSP



KEY PERSONNEL

The Stepping Stones Group uses a collaborative approach to ensure that the highest level of service and support is delivered to our school district partners, our employees, and the students served. We refer to this collaborative approach as our **Triad** model, and it is a cornerstone of our company culture.

SSG unifies all areas of District support into a dedicated **Triad** team. This elevates our focus, proficiency, and quality as we work together to deliver excellent customer service to our clients and clinicians. This focused collaboration is our framework for consistent communication, contribution, transparency, and trust. It is the foundation of our client and employee relationships.



Responsibilities for each **Triad** team member are highlighted in the summary below:

Triad Team		
Client Services Manager	Career Services Manager	Clinical Manager
<ul style="list-style-type: none"> Serves as the District’s single point of contact and responsible for District satisfaction Responds to District staffing needs, submits candidates to district for consideration, helps coordinate placements Regularly reviews recruiting progress for the District’s outstanding staffing needs 	<ul style="list-style-type: none"> Builds an ongoing pipeline of qualified candidates to meet the District’s staffing needs Verifies candidate credentials and begins preliminary interviews Conducts thorough professional reference checks Helps coordinate onboarding and District compliance requirements for new hires Provides intermittent check-ins with employees 	<ul style="list-style-type: none"> Completes candidate clinical interviews Delivers ongoing clinical support and reviews best practices with clinicians Provides supervision, mentoring, and evaluation of staff to ensure we are meeting district expectations and following district policies/procedures Addresses clinical performance concerns as needed

<ul style="list-style-type: none"> • Oversees invoicing and contract compliance • Provides consistent communication and ongoing support to clients 		<ul style="list-style-type: none"> • Provides consistent communication and ongoing support to clinicians
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Your dedicated **Triad** support team for TIPS/REGION 8 ESC:

Client Services Manager	Career Services Manager	Clinical Manager
<p>Julie Williams 678-756-7639 julie.williams@ssg-healthcare.com</p>	<p>Nikki Eswein 773-808-2002 ext. 608 nikki.eswein@ssg-healthcare.com</p>	<p>Erryn Gibbons, M.A., CCC-SLP 678-426-2578 ext. 730 erryn.gibbons@ssg-healthcare.com</p>
<p>Kristyna Lopez 949-407-6374 x. 109 kristyna.lopez@ssg-healthcare.com</p>	<p>Erica Fratus 559-633-6900 erica.fratus@ssg-healthcare.com</p>	<p>Jim Davis, OTR/L 760-390-8026 jim.davis@ssg-healthcare.com</p>
	<p>Ayanna Aponte 678-952-9199 ayanna.aponte@ssg-healthcare.com</p>	<p>Maria Shaver, M.A., LSSP, LPA 832-683-3953 maria.shaver@ssg-healthcare.com</p>
	<p>Khelsea Colwell 469-223- 9314 khelsea.colwell@ssg-healthcare.com</p>	<p>Camille Powell, RN, BSN, RNM (hon) 954-832-2912 camille.powell@ssg-healthcare.com</p>
	<p>Melanie Pierce 312-300-0971 melanie.pierce@ssg-healthcare.com</p>	<p>Christine Santarelli-Harris, M.Ed., BCBA, LBA 412-404-6789 christine.santarelli-harris@ssg-healthcare.com</p>
	<p>Shilpa Poudyal 530-413-5752 shilpa.poudyal@ssg-healthcare.com</p>	

Julie Williams, Ed.S., CCC-SLP – Director of Client Services

Julie brings more than 25 years of experience directly serving school systems as both a former School District Special Education Administrator and a school-based Speech Language Pathologist. During her time as a District Program Supervisor serving a large district with more than 112,000 students, SSG quickly

became Julie's preferred and priority vendor, among multiple agencies she managed for her contracted Special Education positions.

In addition to her direct school district experience, Julie also brings a unique skill set to her role as Client Services Manager within SSG; having previously worked as a contract therapist, Clinical Manager, and Regional Clinical Director within the organization.

Our school district partners in Texas appreciate Julie's career-long dedication to Special Education and her continued passion in providing quality providers and excellent customer service to the clients she serves.

Kristyna Lopez – Regional Manager of Client Services (Autism & Behavior) South & Central Territories

With more than 7 years of Client services & management experience, Kristyna Lopez is proficient in client support, problem solving and advocacy for district partners. She is highly knowledgeable in the industry and excited to partner with new districts to implement Autism & Behavior services. She is currently responsible for supporting districts around the U.S. including AZ, CA, CO, GA & TX. Kristyna is excited to follow her passion of helping provide support to students in need.

Erica Fratus - Career Services Manager

Erica began working with The Stepping Stones Group in February 2023. She has 15 years of experience in recruiting and a background in education. Her expertise is in working with Occupational and Physical Therapists, specifically in school-based settings. Erica received her bachelor's in education from Fresno State University and she is a proud mother of three daughters. Outside of work, Erica and her family love cooking and traveling together. She loves to spend time exploring new places and experiencing local cultures.

Erica is passionate about service and creating a relationship with all of her clinicians. She also prides herself in being honest, responsive, and available to all of her therapists. Together as a team, you can count on Nadia, Kristyna, and Erica to help you be successful placing the best clinicians in your District.

Ayanna Aponte – Career Services Manager

Ayanna Aponte graduated from Georgia Southern University with a degree in Communications. Prior to SSG, she worked in the education field working closely with families in need. Ayanna is passionate about making connections and impacting the lives of children.

Khelsea Colwell – Career Services Manager

Khelsea has experience in education and in recruiting. For 8 years she has worked as a teacher and has held various leadership roles. At The Stepping Stones Group, she currently recruits nurses and Special Education teachers in the Greater Atlanta area. Khelsea enjoys building meaningful relationships and finding the best individual to provide care to children.

Melanie Pierce – Career Services Manager

Melanie joined The Stepping Stones Group in 2022 with prior experience in the medical field as a Respiratory Therapist. She joined with The Stepping Stones Group due to her passion for recruiting, which she discovered as a clinical manager in the healthcare environment. She currently focuses on the South region, matching candidates to the districts that we partner with. She loves making a positive impact in the lives of everyone she encounters. We do this for the children. It is our top priority to place the best

professionals in the best opportunities so that the students have the best experience and assistance possible.

Shilpa Poudyal – Career Services Manager

Shilpa joined the Stepping Stones Group in 2022 as a recent Public Health/Child and Adolescent Development graduate. She joined the Stepping Stones Group as she had previously worked as a Behavioral Technician and found that she has a passion for serving those who may need additional support in clinic, home, and school-based settings. Shilpa has over 5 years of experience working with children and adults who have disabilities and finds it to be a very rewarding experience. In her time as a Career Services Manager, she has created a successful track record of recruiting and hiring quality candidates who also have a passion for making a positive change in these students lives.

Erryn Gibbons, M.A., CCC-SLP – Clinical Manager

Erryn earned her undergraduate degree from the University of Florida and a graduate degree from East Tennessee State University. She has over 17 years of experience in the field of speech-language pathology. She spent the first 14 years of her career working with preschool through middle-school-aged students in the public school system. In 2014, she transitioned to a Clinical Manager role and began supporting and overseeing other therapists and school psychologists. She enjoys every minute of working with her team, especially the face-to-face interactions.

Jim Davis, OTR/L – Clinical Manager

Jim Davis is an SI-Certified Occupational Therapist with over 21 years of pediatric school and clinic-based experience. He's been on the Stepping Stones Group team for 11 years, and currently serves as an SSG South-Region, Clinical Manager where he supports a team of clinicians in Texas, Alabama and Georgia while also serving as the OT support professional for SSG clinicians in the state of Florida. In addition, Jim works at Gulf Shores City Schools in Gulf Shores, Alabama where he provides OT services to the K-12 Special Education population. During his career, Jim has provided OT services in a variety of pediatric settings, he has contributed to school and clinic-based program development, management and delivery of early intervention services, clinical support, supervision and mentoring.

Maria Shaver, M.A., LSSP, LPA – Clinical Manager

Maria joins SSG as the South Region School Psychology Clinical Manager with over 33 years of inclusive experience leading school-based teams in assessment, behavior functioning, academic and behavior prevention and intervention strategies, consultation with teachers, parents, and students, face-to-face or telehealth counseling sessions and psychological services to students within school systems across urban, suburban, and rural settings. Originally from Charlotte, North Carolina, Maria now resides in Huntsville, Texas, calling Texas home for 42 years. She is licensed by the State of Texas as Licensed Specialist in School Psychology and Psychological Associate with Independent Practice.

Camille Powell, RN, BSN, RNM (hon) – Clinical Manager, Nursing Services

Camille is a distinguished licensed nursing professional with over 15 years of experience in a variety of acute care and educational health setting, including medical surgical, emergency, NICU, research, telehealth, pediatrics, and midwifery. As a healthcare practitioner who has cared for children across the lifespan, she has been credited with implementing school-based nursing protocols in vulnerable communities, and served on multiple committees, including Quality Improvement (QI), Infection Control (IC), Patient Safety Committee (PSC) and other special projects.

She currently serves as the Clinical Nurse Manager for the Southern United States and enjoys using modeling and technology to train and mentor school nurses in various school districts on how to resolve

medical emergencies, improve operations and work as part of the school healthcare team. Camille is a strong advocate for children and consistently works to anticipate the healthcare needs of students in the school community.

Christine Santarelli-Harris, M.Ed., BCBA, LBA – Clinical Manager

Chris Harris is a Behavior Support Manager with The Stepping Stones Group and supports paraprofessional educators and Behavior Professionals in the South and Central regions. She was a teacher before becoming a Board Certified Behavior Analyst (BCBA). She has taught in Pennsylvania, Connecticut, New Mexico, and New Jersey. She worked as a Registered Behavior Technician (RBT) and a BCBA in both the clinical setting and in the school system. Chris believes that collaboration as a team is a critical element to ensure client/student success. She uses Organizational Behavior Management (OBM) and behavior skills training (BST) to work with supervisees and when coaching others.

SCOPE OF WORK

SCHOOL-BASED THERAPY SERVICES

Experience of the Firm

Our professionals are licensed and certified in the states in which they are assigned, have specialized training and experience in special education, developmental disabilities, pediatric rehabilitation, and/or mental illness, and work within the framework of IDEA, the ethical best practices of their disciplines, local District guidelines, and state and federal law. We will ensure that our clinicians and educators comply with the terms and conditions regarding licenses and certificates, fingerprinting, Medicaid service records, and all District rules and regulations.

Scope of Services

SSG has reviewed the Scope of Services outlined in the RFQ instructions, and we agree with all requirements and terms. We will recruit highly qualified clinicians who will meet the District's qualifications. We will also ensure that they perform all duties listed in the Scope of Services, including providing direct and indirect services, conducting evaluations, participating in IEP meetings, writing reports, coordinating with parents and staff, and following District procedures.

The clinical culture within SSG revolves around providing educationally relevant services and implementing strategies and best practice techniques to address the students' IEP goals. Our clinicians will comply with the following duties, allowing for differences across disciplines.

- Pre-referral strategies, if applicable within the District
- Assessments
- Report Writing
- Attendance at meetings
- Therapy services
- Documentation
- Treatment logs
- Progress reports
- Consultation with teachers, parents, etc.
- Collaboration with IEP team

For this RFQ, the job duties will be as follows:

Speech-Language Pathologist

- language
- articulation
- phonology
- voice
- fluency
- social communication
- pragmatic language

Language:

- Provide services for the five domains of language: (1) semantics (vocabulary), (2) syntax (sentence structure), (3) morphology (word forms and grammar), (4) phonology (sounds), and (5) pragmatics (social language)
- Collaborate with Special Education teachers to use curriculum extension activities to increase skills in the language areas of semantics (vocabulary) and syntax (sentence formulation)
- Co-teach lessons with Special Education and General Education teachers targeting pragmatic (social language) skill development for peer interactions

Literacy:

- Offer literacy intervention in oral comprehension for students with language/learning needs
- Lead whole class lessons in kindergarten and first grade on phonological awareness
- Co-teach activities with the kindergarten and first grade teams for story narratives and sequential markers for story organization

Articulation:

- Teach students placement of the articulators of the mouth for correct sound production
- Partner with teachers and families for carryover activities to practice speech sound production

Fluency/Stuttering:

- Teach students techniques to shape rhythm and smoothness of speech production

Voice:

- Teach students vocal health and hygiene fundamentals, and safe vocal use

Augmentative and Alternative Communication:

- Partner with students and staff to provide meaningful opportunities to use dedicated voice output devices for interactions throughout the school day

Autism Spectrum Disorder:

- Teach students social expectations, organizational systems, and conversational strategies for peer and academic situations

Occupational Therapist

- fine motor, visual motor, and perceptual skills for classroom participation and learning
- sensory processing, self-regulation, and organizational skills
- motor planning skills for task completion
- the use of adaptive equipment and assistive devices in order to enhance student performance in the classroom
- personal care/self-help skills
- pre-vocational/vocational skills

Physical Therapist

- motor planning
- the use of adaptive equipment and assistive devices in order to enhance student performance in the classroom

- posture and balance
- ambulation/functional mobility
- accessibility
- environmental adaptations
- activities of daily living

School Psychologist (LSSP)

- Tests for special education services eligibility, adhering to state and district guidelines
- Assesses learning and emotional needs by observing and consulting with multi-agency teams
- Develops and supports therapeutic and behavior management programs
- Designs and develops courses for parents, teachers, and others involved with the education of children and young people on topics such as bullying
- Writes reports to make formal recommendations on actions to be taken
- Advises, persuades, supports, and negotiates with teachers, parents, and other educational professionals
- Works collaboratively with IEP team members in the development of Individualized Education Plans for students with disabilities
- Attends case conferences involving multidisciplinary teams on how best to meet the social, emotional, behavioral, and learning needs of the children
- Consults with teachers and other professionals (OT, PT, SLP, etc.)
- Facilitates meetings, discussions, and courses
- Formulates interventions that focus on applying knowledge, skills, and expertise to support local and national initiatives
- Develops and applies effective interventions to promote psychological wellbeing, social, emotional and behavioral development
- Provides counseling services to students receiving special education services
- Provides an environment that is sensitive to cultural, language, and learning differences among all children

Educational Diagnostician

- Selects and administers formal and informal assessments to determine student eligibility for special education services
- Conducts classroom observation and personal interviews
- Participates in the Admission, Review, and Dismissal (ARD) Committee to assist with interpretation of assessment data, appropriate placement, and development of Individual Education Plans (IEP) for students according to district procedures
- Provides staff development training
- Assists classroom teachers with implementation of IEP
- Consults with parents concerning the educational needs of students and interpretation of assessment data
- Develops and maintains effective individual and group relationships with students and parents
- Develops and coordinates a continuing evaluation of the assessment program and make changes based on findings

School Counselor

- Responds effectively to crises affecting students and faculty
- Provides mental health and behavioral counseling to students
- Recognizes and appropriately takes care of individual students' socio-emotional challenges

- Submits referrals to outside agencies as necessary for students' well-being
- Coordinates and facilitates groups for students, such as for improving social skills or addressing behavioral challenges
- Completes regular reports for services provided, such as session notes and incident reports
- Collaborates with teaching staff to determine how best to meet individual students' needs
- Works with school faculty and staff to develop plans for maintaining the well-being of individual students and of the student population as a whole

Special Education Teacher

- Instruct through lectures, discussions, and demonstrations in one or more subjects such as English, mathematics, or social studies
- Maintain accurate and complete student records, and prepare reports on children and activities, as required by laws, district policies, and administrative regulations
- Modify the general education curriculum for special-needs students, based upon a variety of instructional techniques and technologies
- Develop and implement strategies to meet the needs of students with a variety of handicapping conditions
- Observe and evaluate students' performance, behavior, social development, and physical health.
- Coordinate placement of students with special needs into mainstream classes
- Instruct students in daily living skills required for independent maintenance and self-sufficiency, such as hygiene, safety, and food preparation

Audiologist

- Audiometric assessments for accurate testing of children birth to 21 years old.
 - » Age 18-21 years old need to be enrolled in school
- Amplification for children and follow up services as needed
- Communication with districts, parents, doctors, and outside agencies
- Connect parents with support and counseling services
- Assists with the location of funding sources for parents and schools for hearing-related equipment

School Nurse (RN or LVN)

- Develop and implement individual health care plans for students with life threatening health care needs' complete and/or delegate health service tasks associate with these plans
- Triage, assess and address student and/or staff illnesses and injuries, including administrating medications, first aid and CPR, consistent with State laws and regulations
- Delegate administration of medications to the extent appropriate under State law/regulations; monitor medication administration by other school staff; and administer medications when required by the situation and student health needs
- Monitor student health records and data, including immunizations, documentation of medication administrations, confidential documents, health alert files and State reports
- Manage health screening programs, including vision and hearing
- Perform nursing assessments as part of the IEP process. Participate on MDT/IEP teams
- Work as a member of a team with other nurses and health service staff to coordinate and carry out health services in the school community
- Provide training and support to staff involved in health services delivery.

- Be a resource person for instructional staff. Be able to develop appropriate curriculum and materials for instruction in student classrooms regarding dental, nutrition, hand washing, infectious disease control, life threatening allergies, HIV/Aids, human growth and development and other health related topics as needed
- Provide training to school staff on blood borne pathogens, asthma, anaphylaxis and other health concerns as required
- Make appropriate health referrals based upon knowledge of available community health resources

Sign Language Interpreter

- This person interprets through the use of sign language for the student
- Acts as a voice for the deaf/hearing impaired student with the classroom teacher and others.
- Facilitates the communication for activities throughout the day
- Tutor/teach deaf and hard of hearing students under the direction of the teacher of the deaf
- Must complete all Special Education paperwork including IEPs and Medicaid billing
- Perform other related duties as directed

Teacher of Students with Visual Impairments (TVI)

- Has primary responsibility for specialized instruction and services required to meet the unique educational needs of her visually impaired students.
- Possesses the skills and abilities necessary to provide and coordinate this specialized instruction.
- Assists the student, parents, special and regular education personnel, and the student's sighted peers in
 - understanding the unique educational needs and learning characteristics of visually impaired students,
 - becoming aware of services and support available from local programs for visually impaired students,
 - acquiring information regarding local, state, and national resources for the education of visually impaired students, and
 - interpreting the visually impaired student's specific eye condition, the educational implications of the visual impairment, and the results of functional vision and learning media assessments.
- Consults regularly with the classroom teacher, other regular and special education personnel, parents, and others to coordinate programs and services for the visually impaired student.
- Assists the site administrator and teachers in making environmental adjustments for the student in the school.
- Shares responsibility with classroom teachers in the identification of instructional areas in which the student requires assistance.
- Assures that large-type or braille texts, supplementary materials, educational, aids, and equipment needed by the visually impaired student, and the classroom teacher, are provided in a timely manner to ensure the student's maximum participation in all classroom activities (appropriate educational materials may be prepared or adapted by the VI teacher, or they may be obtained from educational, clerical, or transcriber services.)
- Provides instruction in the development and maintenance of skills to meet the student's unique educational needs in the following areas, as indicated in the IEP:
 - low vision & visual efficiency skills,
 - concept development & academic skills,
 - daily living skills,

- career & vocational education skills,
- communication skills (these skills include braille reading and writing as appropriate),
- social/emotional skills and abilities, & sensory motor skills.
- Prepares sequential and meaningful instruction geared to the student's assessed needs, IEP goals and objectives, functioning, and motivational levels. This instruction should be reflected in weekly or monthly lesson plans, as appropriate.
- Provides assistance to the classroom teacher in academic subjects and activities of the classroom that, as a direct result of the student's visual impairment, require adaptation for the student.
- Provides initial and ongoing assessment:
- consults with assessment team to determine appropriate testing materials and modifications needed,
- assists with assessments when needed,
- interprets assessment results when needed.
- Conducts functional vision/learning media assessments and produces written reports.
- Attends ARD and IEP meetings for students with visual impairments.
- Schedules time efficiently for assessment, instruction, planning, preparation of materials, travel, and conferences with relevant school and other key individuals.
- Maintains ongoing contact with parents to assist them in the development of a realistic understanding of their child's abilities, progress, and future goals.
- Provides in-service training programs for school personnel and students and education for parents regarding the needs of visually impaired students and adaptations, programs, and services for these students.
- Makes available pamphlets, films, and other public information materials that may be useful in developing realistic and unprejudiced attitudes toward visually impaired students.
- Coordinates with other personnel, such as transcribers, readers, counselors, O&M specialists, career/vocational education staff, and rehabilitation counselors.
- Maintains a current reference library of professional materials and resources.
- Acquires information and training about current research, development, and technology.
- The Classroom Teacher (regular, special class, or resource specialist has the following roles and responsibilities:
- Provides instruction in appropriate academic and non-academic content areas to the visually impaired student in the classroom.
- Works cooperatively with the teacher of students with visual impairments to
- identify the student's areas of educational need, including unique education needs,
- coordinate instruction and services to meet these needs,
- provide, in a timely manner, classroom materials that need to be reproduced in another medium,
- determine mutually convenient times during the school day for scheduling the teacher of students with visual impairments to work with the student,
- modify classroom procedures and environment to meet the specific needs of the visually impaired student for participation in classroom activities

Teacher of the Deaf/Hard of Hearing (TDHH)

- works jointly and in cooperation with schools, teaching assistants, communication support workers, other teachers, and parents/custodian
- Teaches hearing, deaf, and hard-of-hearing pupils

- Consults with parents, other professionals, agencies, and support staff regarding student educational needs
- In-services parents, teachers, students, and aides on various issues regarding working with children who have a hearing loss
- Employs amplification devices
- Meets with parents, teachers, other professionals, and students to provide information and support regarding hearing loss
- Plans instruction as needed per Individual Education Plans (IEPs)
- Records student progress and other data as required per IEPs and school monitoring procedures
- Develop appropriate IEP goals based on data and the educational needs of the child

Music Therapist

- Assess student functioning levels, strengths, and areas of need in terms of perceptual, sensory, affective, communicative, musical, physical, cognitive, social, spiritual, or other abilities.
- Sing or play musical instruments, such as keyboard, guitar, or percussion instruments.
- Design music therapy experiences, using various musical elements to meet student's goals or objectives.
- Document evaluations, treatment plans, case summaries, or progress or other reports related to individual student or student groups.
- Communicate with students to build rapport, acknowledge their progress, or reflect upon their reactions to musical experiences.
- Observe and document student reactions, progress, or other outcomes related to music therapy.

Licensed Master Social Worker (LMSW)

- Keeps clinical case file notes
- Provide supervised mental health and other therapy-based services
- Assists LCSW or LSSP to devise treatment plans
- Provide assessments of student(s) as required

Licensed Clinical Social Worker (LCSW)

- Provides clinical social work services to patients and their families
- Counsels and provides crisis intervention for patients including assessment and treatment of emotional and behavioral problems
- Coaches patients on how to manage ongoing health conditions and provides therapy to help patients make positive behavior changes

Licensed Marriage and Family Therapist

- Observe how student interacts within units
- Evaluate and resolve relationship problems
- Diagnose and treat psychological disorders within a family context
- Highlight problematic relational or behavioral patterns
- Help replace dysfunctional behaviors with healthy alternatives

Social Worker

- Conducts social work evaluations with students suspected of having emotional/behavioral problems which may qualify them for special education services.

- Participates in the Multi-Disciplinary Team meeting to review the results of a social work evaluation and makes a recommendation relative to eligibility in the special education category of emotional impairment.
- Participates in the Individual Educational Planning Team (IEPT) meeting to identify the amount of social work support a student may require and develops annual goals/short-term instructional objectives related to the social/emotional needs of an eligible student.
- Provides social work services as described in the IEP related to specific goals and objectives and provides written evaluations on student progress.
- Conducts functional behavior assessments and writes behavior intervention plans in cooperation with IEPT members.
- Provides training for staff and assists staff in carrying out behavior intervention plans.
- Maintains appropriate confidential records for each student served.
- Develops and plans activities with general education and collaborative teachers to facilitate inclusion of special education students with behavior problems in the general education classroom.
- Mentors social workers eligible for temporary approval as a school social worker during their first year of employment.

License Professional Counselor (LPC)

- Assessment, testing and evaluation
- Individual, family and group counseling and psychotherapy
- Diagnosis and treatment planning for mental and emotional disorders
- Prevention, behavior modification, and guidance to individuals, families, and organizations

Orientation and Mobility Specialist (OMS)

- Provide appropriate, individualized instruction to each student on the caseload
- Develop lesson plans and schedules that meet the goals of each student
- Provide consultation and assistance to vision staff as to skills to implement in the classroom
- Establish open, frequent communication with parents, and all related service staff
- Make recommendations for time need to implement goals
- Knowledge of Braille
- Assisting students to understand impact of vision and to make safe travel decisions
- Follow through on team developed behavioral goals
- Participate in appropriate staff meetings as requested
- Establish and maintain a positive atmosphere in working with staff in order that this atmosphere will be carried over for the student

Board Certified Behavior Analysts (BCBA)

- Maintains CPI certification, as needed, and as requested by the district
- Develops a behavior program that is in line with the goals set in the student's IEP
- Provides therapy services in the least restrictive environment that provides choices and guidelines with ongoing nurturing and support
- Addresses risk management, natural supports, and community resources
- Conducts FBA's, as needed, and submit the results and plan to be added to the IEP
- Designs interventions to ensure the decrease in problem behaviors within the classroom
- Informs/educates parents and caregivers of strategies that can be used to manage behaviors outside of the school environment, i.e. in the home environment

- Assists students with engaging in contributions to the household and community
- Provides updates on progress monitoring and communicates adjustments made to programs on a weekly and monthly basis
- Provides observations, evaluations, and feedback
- Collaborates with the Behavior Specialist, classroom teacher, and other pertinent IEP team members to ensure the students' behavior plans contain steps towards independence, integration, and productivity

Registered Behavior Technician (RBT)

- Observes and assesses students diagnosed with emotional or behavioral problems
- Provides specific behavioral evaluation and treatment, such as behavioral therapy, to help student cope with a situation
- Supports and educates teachers/administrators to help them accept the situation easily and manage the behavior challenges they may encounter
- Attends trainings, workshops, and further education to increase knowledge and improve skills
- Advanced behavior specialists may also provide training and supervision of other behavioral specialists
- Helps IEP teams create plans to manage behaviors that affect a student's learning
- Works with the team to provide a comprehensive approach to behavior management that includes evaluation, data collection, interventions, and regular monitoring

Behavior Technician (BT)

- Provide direct care to students in a one-on-one or group therapy setting
- Collect and record data on student behavior
- Collaborate, communicate, and assist with the training of students, parents, and staff
- Provide crisis intervention as needed
- Implement skill acquisition and behavior reduction treatments as directed by the supervisor

Behavior Interventionist

- Working one-on-one with a child implementing an individualized Behavioral Plan of Intervention (BPI)
- Teaching the student specific program goals as outlined in the BPI in home, school, and/or community settings
- Using teaching methods to target specific program goals as directed by a Behavioral Consultant and implementing teaching programs and other interventions as outlined on the child's behavioral plan of intervention
- Collecting data, monitoring, recording and reviewing client progress with team members
- Maintaining an organized environment for intervention; including room organization and proper storage of materials and data sheets
- Attending and participating in regularly scheduled team meetings, training sessions, and workshops
- Participating in regular videotaping of behavioral intervention sessions with the child, as well as shadow and training sessions with Behavioral Consultants
- Responding appropriately to oral and written feedback from the Behavioral Consultants by making necessary changes in order to follow through with suggestions made

- Collaborating with team members and liaising with personnel from various agencies and disciplines (e.g., SLP, OT, preschool and elementary school personnel)
- Preparing materials as needed for a child's program

Paraprofessional

- Assist teacher with lessons and daily classroom activities
- Assist teacher with paperwork such as reports
- Communicate with children and help them understand lessons
- Prepare the classroom setting to promote a healthy learning environment
- Ensure classroom safety standards are met at all times
- Monitor children with particular attention to those with special needs
- Engage with children to enhance learning
- Perform clerical tasks as required

METHODOLOGY

It is our priority that SSG clinicians implement educationally relevant and evidence-based therapeutic and behavioral health approaches, follow best practice standards in their area of specialty, and implement services within the least restrictive environment.

Our clinicians will apply an integrated and collaborative approach to services, following your District's Multi-Tiered System of Supports or Response to Intervention guidelines and approach. Our clinicians will also participate in all aspects of the school-based identification and intervention process: from assessments and eligibility standards, to development, planning, and implementation of IEP services.

As members of the collaborative IEP team, our clinicians will help determine the right service delivery model and strategies to support the educational goals of each individual student. Service models may include individual or group service delivery, push-in, pull-out, consultative approaches, or any combination of the above. We believe that it is essential for all IEP team members to collaborate with one another on a regular basis to promote consistency and increase student success.

Pre-Referral Strategies, Including RtI

SSG clinicians will follow the policies and procedures defined by the District. Before an assessment is initiated, SSG clinicians may collaborate with IEP team members or school staff to discuss parent and/or teacher concerns regarding the student's academic and/or behavioral challenges. The clinicians will work with the team to determine specific strategies and modifications that can be implemented for a specified amount of time, in the general education environment. If necessary, a classroom observation may be scheduled.

SSG clinicians will lend support, provide strategies for interventions, and educate the IEP team members regarding related disability areas, which have a negative educational impact on student performance. In addition, prior test scores, attendance records, medical history, and work samples may be reviewed to assist in making the right modifications for the student. This approach will frequently reduce unnecessary assessments and provide staff with the tools to help meet student needs.

Assessments

If an area of deficit has been identified that negatively impacts a student's academic performance, SSG clinicians will provide assessments in accordance with state and District guidelines. Assessment materials and protocols are administered based on the student's age, specific areas of academic concern, and culture. Once all data has been compiled, an evaluation report is completed, and the outcomes of the assessment are shared with the IEP team and family during an IEP meeting. The student's present levels of function, proposed goals, recommended accommodations, and potential interventions are discussed. If services are recommended, the information gathered during the assessment process will be used to develop the student's treatment plan and goals.

Consultation

SSG clinicians provide consultation services to support students' success and bolster their skills in various learning situations. Consultation involves different components, such as classroom observations, providing strategies for teachers and parents, and providing resources. Consultation may take place in or out of the classroom.

IEP Team Collaboration

SOG recognizes that parents and teachers are key members of the student's IEP Team. We encourage our clinicians to communicate with IEP team members regularly to keep them informed and to answer any questions they might have regarding the services the clinician is providing. To ensure consistency and continuity, our clinicians:

- coach the school staff in techniques and modifications for improved carryover and success
- participate in co-treatment sessions with other service providers, when appropriate
- provide parents/guardians with information on their child's disability and how it is being addressed at school
- provide home programs that include activities to reinforce services that are being provided throughout the day

Student Intervention

SOG clinicians understand that interventions are driven by the student's IEP goals, using best practice methodology and appropriate service delivery models (push-in, pull-out, consultative, collaborative) to address their individual educational needs. Whenever possible, services are integrated into the classroom, to ensure that the least restrictive environment is utilized. This promotes the carry-over of therapeutic strategies into the classroom and provides opportunities for staff education, collaboration, and consultation with key staff members that will be supporting the student's educational progress.

Progress Monitoring

SOG recognizes the significance of data collection, documentation, and accountability, as well as the importance of providing the appropriate number of services stated in the IEPs. Our Clinical Manager will provide individualized support and direction to our clinicians and educators in Progress Monitoring, as needed. They are available for direct visits, phone conversations, and email communications, and they can answer questions regarding data collection and documentation.

Regarding monitoring progress, SOG clinicians will:

- complete District and/or site-specific quarterly progress reports
- follow the District's policies and procedures for documentation and availability
- monitor the daily notes to determine progress
- record student IEP progress and keep printed progress reports in student records
- complete Attendance Logs in order to track the frequency and duration of services provided
- notify case managers when clinicians complete their portion of student progress related to Special Education services

Student Confidentiality, HIPAA/FERPA/IDEA Compliance, and Maintenance of Records

SOG and its employees understand and comply with HIPAA, FERPA, and IDEA regulations and guidelines to ensure total confidentiality and maintenance of student records/documents. We also abide by the understanding that all student records/documents are retained as property of the District. The importance of confidentiality and protecting the privacy of students' health information and students' education records is addressed during our Employee Orientation Process. This information is also covered in our Employee Handbook. SOG is committed to maintaining legal compliance and integrity in all aspects of our operations. SOG employees are required to read and sign the SOG Compliance Program.

TELETHERAPY

Today, our teletherapy capabilities serve as an integral component of our full-service offerings to the educational setting. Whether your need is exclusively online, or a hybrid of virtual and in-person, we can offer virtual services to meet the needs of your District and your students. During a typical school year, we have almost 200 virtual clinicians providing services to several dozen public school districts and charter schools. These virtual clinicians span a spectrum of care that covers 12 different professional specialties in therapy, psychology, special education, social work, and healthcare fields.

SSG understands the fluid dynamics of the ever-changing education and special education service delivery continuum. School districts are operating with fully virtual, hybrid (part virtual/part in-person), and fully in-person education services and require a vendor who can quickly adapt to all types of school district needs. We do more than simply provide a teletherapy option for our school district clients to consider - we offer seamless set-up for both school districts and our clinicians who work in a virtual environment. In addition, our in-house team of teletherapy professionals conducts ongoing technical training and clinical training to ensure our virtual services are as efficient and clinically effective as possible.

Technology Services

SSG is prepared to offer our speech language pathology services to the district via teletherapy. Our local Clinical Manager will work closely with our telepractice supports to problem solve and deliver a full-service solution to the district.

Since the initial research study that established teletherapy as a valid and successful means for students to receive services, a simple but critical component has been replicated time after time; quality therapy requires a quality therapist. For that reason, SSG has established comprehensive trainings for therapists that integrates best practice, tools, resources, and collection systems into whatever platform the district decides to utilize, in this case Microsoft Teams. In addition, our therapists will have access to additional trainings and platforms should the needs of the district and or the student change.

Additional Teletherapy Platforms

- Zoom Healthcare, Microsoft Teams, Google Meets, WebEx
 - HIPAA/FERPA compliant
 - Students can access the platform from a variety of devices (desktop, laptop, mobile)
 - SSG manages all users and can provide usage reports
 - Collaboration features including one-click content sharing, real-time annotation, and whiteboards
 - We have access to online assessment tools for Speech Language Pathologists (if applicable and appropriate)

Technical Support

SSG offers self-paced or scheduled group training for each of its team members before teletherapy begins. This training addresses both technical and therapeutic issues and also provides access to 1:1 clinical or technical help.

District Support Services

Leveraging SSG's teletherapy solution allows school districts and their students to maintain pre-existing IEP mandates and goal compliance. SSG can document virtual therapy sessions and complete necessary therapy minute entries for the district's online IEP system via remote access. With these tools and SSG's

operational infrastructure and support, students can continue to make progress towards IEP goals even in a virtual environment.

SSG offers these teletherapy services at no additional cost to the District. If needed, SSG also can offer District employees and non-SSG contract staff access to its teletherapy solution for a nominal fee and provide the same clinical and technical training available to our own employees.

SSG is committed to providing teletherapy technical training, clinical training, resources, and ongoing support to its school district partners as the company continues to pursue its mission of transforming the lives of children, families, and communities through our exceptional therapeutic and behavioral health services.

Training

- Provide certification courses for new hires and customizable District training
- Clinical and technical how-to videos with supporting PowerPoint presentations and resources
- Teletherapy Toolkit on Bridge Academy, our proprietary Professional Development platform
 - 150+ discipline-specific resources with links and descriptions
 - Multi-discipline training videos and PowerPoint presentations
- Public landing page on company website for public use and District use:
<https://info.thesteppingstonesgroup.com/en-us/covid-19-teletherapy-resources>

Ongoing Support

- 1:1 clinical/technical support is available as needed
- Teletherapy Clinical Support Team - company-wide representation from multiple disciplines with additional support for specific clinical issues
- Professional Development team presents teletherapy-related webinars
- Help desk emails for both clinical and technical support

Teletherapy Resources

The SSG employees utilizing teletherapy are provided with both ready-made materials and common educational-based web resources to be utilized during teletherapy. Through our own Bridge Academy, we provide our clinicians and educators with comprehensive, ready-to-use resources, and we also provide them with the training mentioned above on how to use those resources in a virtual setting. All available resources, materials, and websites utilized can be adapted to each learner's ability and IEP goals to facilitate successful completion of identified goals. Some of the web-based resources used by SSG include www.getepic.com, Boomcards, and ABCya!, which all have the ability to sort content based on age, grade or ability level.

IMPLEMENTATION PLAN

IMPLEMENTATION PLAN

Once awarded a contract with TIPS/REGION 8 ESC, SSG will follow the steps and schedules outlined below to ensure the successful delivery of services. We will maintain open and frequent communication with District staff to ensure a seamless transition from a clinician's hire date to their first day of assignment.

Overview of Process

Before Award

- Begin building a pipeline of candidates in anticipation of awarded contract
- Review compliance procedures including necessary certificates, fingerprinting, TB tests, etc.

Awarded Contract

- Submit signed contract and insurance documents
- Identify District's staffing needs, priorities, and preferences
- Begin interviews with candidates to be presented to the District
- Submit clinicians to the District for consideration

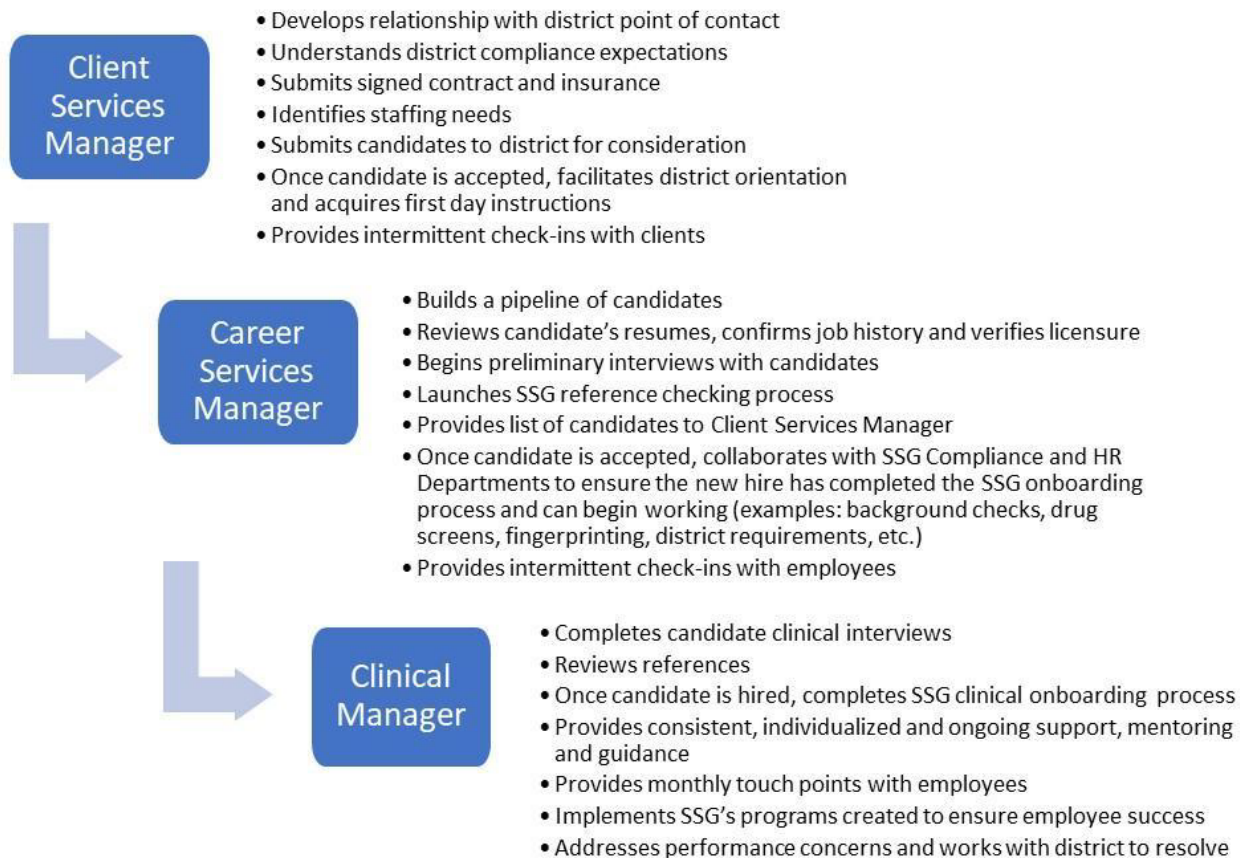
Placements

- Verify clinician's credentials (state licensure, certification, etc.)
- Run all necessary compliance per District regulations (fingerprint clearance, identification badge, background check, TB test, etc.)
- Onboard clinician per SSG policies
- Clinical Manager to assist with setup, scheduling, documentation, and IEP review on the first day of all placements at no additional cost to the District
- Clinician begins assignment at the District

Account Management

- Establish process for invoicing and contract compliance
- Provide ongoing management of clinician placements
- Provide ongoing clinician supervision, support, and mentoring
- Monitor and evaluate clinicians to ensure quality performance
- Establish District's preferences for the provision of training or CEU events
- Communicate regularly with District personnel

Roles and Responsibilities



Execution Strategy for Delivery of School-Based Therapy Services

1st week

- Learn District expectations, policies, and procedures
- Obtain caseload from the District
- Set up room for services
- Set up logins
- Review student files and/or IEPs
- Create service schedules
- Meet District team and other staff
- Introduce and build rapport with teachers and building administrator/principal
- Obtain list of IEPs and Evaluations that are due within first month
- Start service delivery

30 days

- Ensure all trainings are complete on tracking and managing as well as billing for services
- Connect with case managers to plan for upcoming IEPs
- Check for screening referrals from previous school year and schedule initials
- Make an IEP calendar for the remainder of the year (initials, triennials, etc.)
- Services for all students must be in progress

- Collaboration with teachers and other IEP team members
- If irregularities are noticed within IEP, meet with case manager to hold a possible amendment
- Complete service documentation per District expectations/guidelines
- Establish evaluation deadlines for the school year
- Attend IEPs, if applicable

60-90 days

- Complete Progress Reports per District timeline
- Meet with administration to ensure the District requirements are met to date and adjust if needed

90+ days

- Plan for makeup sessions
- Plan for therapy during District testing weeks, etc.
- Between 90-180 days, especially during the "IEP Season," meet the team and plan in advance to meet the compliance deadlines for annuals and especially evaluations

End of the school year

- Obtain information about the closing procedures
- Prepare documents/files giving information about the caseload, location of service delivery, location of files and student folders, and contact person in the school
- Ensure Medicaid documentation is up to date, if applicable
- Complete all scheduled IEPs
- Meet with the District management team to review District staffing needs and assignments, etc.

RECRUITING AND HIRING

With over 33 years of experience in providing therapeutic and behavioral services, The Stepping Stones Group (SSG) has established a unique approach to recruiting qualified personnel. Recruiters will review District provided job details and identify candidates that match the District's preference in terms of required licensure, credentials, availability, previous experience, knowledge, and flexibility. Within our thorough screening process, we also look beyond basic tangible skills. We qualify clinicians based on their professionalism, presentation, demeanor, positive mindset, and their desire to work with children with special needs. Our priority is to provide our school district partners with highly qualified, passionate clinicians that best match their needs.

By strategically structuring our recruitment team, our clients have dedicated recruiters that are subject matter experts in hiring for their areas and markets. For example, our senior recruiters have over 10 years of experience. This allows for fast, quality results and direct target marketing for candidates that fit their needs.

Request for Candidates

- SSG will receive a request for a clinician or educator from your Special Education Department via email, phone, or in-person visit.
- We will respond immediately, and within no more than 24 hours, with acknowledgement of the request and/or request for clarification.
- We will work closely with your District to review the caseload to determine any specific needs to ensure a successful placement.

Steps to Identify Candidates

- Search our database for candidates who match the job specifications
- Conduct local and online job database searches for candidates
- Launch marketing campaigns through email, referrals, mailings, and social networks
- Participate in state and national conferences, such as AOTA, ASHA, BACB, Nursing, APTA, and NASP
- Connect with colleges and universities for alumni and recent graduate leads
- Attend career days and career fairs at universities and surrounding feeder states
- We have developed a University Relations Program, dedicated to identifying new graduates who want to pursue a career in providing special education, therapeutic, and behavioral health services.
- It should also be noted that we hire many employee referrals, which is a testament to our high level of employee satisfaction.

Once a Candidate is Identified

- Recruiter completes a preliminary interview
- Recruiter reviews candidate's resume, confirms job history, and verifies licensure
- In select situations, SSG Clinical Manager conducts a Clinical Interview to screen the candidate and to determine the candidate's skill level. Candidates are chosen for their education, experience, specialty, flexibility, values, professionalism, and alignment with District specific selection criteria.

Once a Candidate is Deemed Appropriate for Submission to District

- Recruiter or HR conducts professional reference checks

- Recruiter obtains permission from the clinician to submit resume to the District
- Clinician is submitted to the District for consideration

Orientation

SSG provides each clinician with a comprehensive orientation, a detailed Employee Handbook, excellent support, and opportunities for mentoring when needed. It is our desire that SSG clinicians become an integral part of the culture of the schools and districts they serve. SSG will work with the district to obtain information regarding their policies, procedures, and documentation requirements. We will then provide direction, training, and guidance to ensure our clinicians learn this important information.

SSG will make every effort to educate, instruct, and monitor its clinicians to ensure they are following all district standards. This will include policies regarding dress code, wearing identification badges, following safety protocols, completing time logs, attending required meetings, recording data, etc. Specifically, SSG will review the Contractor Responsibilities set forth in the contract with its clinicians. We will work to ensure that all SSG clinicians follow these requirements and maintain a professional presence. We will also provide ongoing support to our clinicians to ensure that all district rules and regulations are being followed.

Training

SSG provides district and state mandated training for its clinicians to ensure they maintain compliance, as well as additional training that SSG has determined is beneficial. Examples of training include: SSG Orientation, Autism/Behavior Support training for certain disciplines, AB 1172 training for California employees, and COVID training for NY employees. In addition to technical training, we also provide more generalized training that will help our employees be successful in school-based placements. Topics include soft skills, professionalism, and managing difficult situations. These training modules are housed in SSG's learning management system, Bridge Academy. Training is geared to those that are new to schools, as well as experienced clinicians.

QUALITY CONTROL

Compliance Requirements

Our dedicated SSG Compliance Department ensures that our clinicians meet all credentialing requirements before they are permitted to start working and performs ongoing checks to ensure that clinicians maintain these requirements throughout their assignment period.

Verification of Credentials

Required credentials will vary by specialty, level of expertise, school district, and/or state. Our Compliance Department will follow necessary regulations to verify that each SSG clinician meets the requirements to perform services in the District. Any state licensure, state certification, national certification, or professional certification for our SSG clinicians is confirmed to be Active and in Good Standing through the issuing agency. Credentials of our SSG staff are validated directly through issuing agencies using their online database and copies of each are maintained securely within our HR Department for reference.

Ongoing monitoring is managed by validating updated license or certification records at each expiration/renewal period. Our Compliance Department also provides proactive reminders to our staff well in advance of any credential expiration to prevent any lapse in their license or certification.

District Compliance Requirements

We will obtain confirmation from the District regarding your contract provider requirements before they are allowed to begin work on campus and with direct interaction with students. These requirements may include items such as a school district or state fingerprint clearance, district-issued identification badge, criminal background checks (federal, state, county, child abuse registries), Tuberculosis test, or drug screenings. In addition, we will follow the District procedures regarding any periodic or routine checks required for ongoing compliance of these requirements.

SSG Employee Onboarding

SSG clinicians are our employees and as such, our Compliance Department ensures that our staff meets our SSG onboarding requirements before they can begin work. These requirements include an additional background screen, I9 Employee Eligibility Verification, Federal and State tax withholding forms, and other company-related items.

Monitoring

SSG consistently monitors its staff to ensure that we consistently provide high quality clinicians and that we meet the needs of the District. The Clinical Manager will conduct meetings and care calls with SSG clinicians to provide support and verify that they have developed a comfort level and a level of confidence in their roles. The Clinical Manager will also regularly connect with District staff via phone, email, or direct visits to confirm that our clinicians are meeting the needs of the District.

Communication

District staff can contact any SSG team member, including SSG corporate staff, via phone or email at any time. We will also communicate regularly with District personnel to identify and address any new needs, review the services being provided, and address any questions. We will respond to your communications and requests in a timely manner and work quickly to solve any problems. Finally, we will be sure to follow up on any issues to ensure that the appropriate changes have been made to address the situation.

Common Staffing Problems and SSG Prevention Strategies

<p>Absences</p>	<p>SSG is committed to providing students with high quality, educationally relevant therapy services, and we will exhaust our options to prevent interruptions in service. If a clinician is absent for several, consecutive days, SSG will make every effort to find a substitute clinician. We have a database of clinicians looking for short-term assignments, and we also turn to recently retired clinicians to help fill leaves.</p>
<p>Preventing “No Show” Assignments</p>	<p>To prevent “no show” assignments, SSG provides a thorough pre-screening during the recruiting and hiring process and a high level of staff support once the candidate begins his or her assignment. It is an SSG standard operating procedure for the Career Services Manager to regularly connect with the clinicians via phone, email, or direct visits to provide support and verify that they are succeeding in their roles.</p>
<p>Personnel Performance Issues</p>	<p>The Client Services Manager will also regularly connect with the District to ensure that our clinicians are meeting the needs of the District. If a District identifies any performance-based deficits or challenges with a clinician, the Clinical Manager will address the issue immediately and discuss the reported deficits with the clinician. It is our policy to be proactive in obtaining the facts of the matter and working with the District for a timely and positive resolution whenever possible.</p>

CLINICAL OPERATIONS DEPARTMENT

The Stepping Stones Group provides Clinical Operations support and expertise in all states, for all of our service cohorts, which include: Related Therapy, Related Behavioral, Education, School Nursing, and Autism. Our Clinical Managers are experienced in and provide support for over twenty therapy, special education, and behavioral health disciplines.

Regional Directors and Clinical Managers

Regional Directors oversee day-to-day clinical operations for their regions. They lead, manage, and support a team of Clinical Managers assigned to the region. Regional Directors provide guidance to their Clinical Managers and assist them with any problem solving or performance concerns that impact our employees. They also promote quality and consistency across the region.

Clinical Managers are the face of the company! These clinical leaders will provide individualized support, guidance, and mentorship to clinicians we place in the District. Every SSG employee is assigned to a Clinical Manager. They provide tools and resources for our clinicians, so they are confident in delivering excellent services to the students they serve. The list below summarizes the Clinical Manager's roles and responsibilities.

Clinical Manager Roles & Responsibilities:

- Complete candidate screenings and clinical interviews to identify quality candidates
- Once candidate is hired, completes SSG clinical onboarding process
- Work with the Triad (your SSG support team comprised of clinical, recruiting, and client contacts) and/or the District contact to understand District expectations, policies, and procedures
- Provide consistent, individualized, and ongoing support, mentoring, and guidance
- Provide at least monthly touch points with employees, with frequency depending upon the level of support needed
- Discuss best practices with our employees and share clinical tips and ideas
- Monitor employees to determine that they are meeting District expectations and following District policies and procedures, including required documentation and service logs
- Provide District client visits either independently or in collaboration with the Client Services Manager, as needed
- Implement SSG's programs created to ensure employee success
- Communicate with Triad and District personnel, as needed, to address any performance concerns that the District has brought to our attention
- Address performance concerns with employee and work with the Triad and the District to resolve them
- Provide ongoing, excellent customer service for employees, clients, and colleagues

Training and Development Program

Our ***Pathways to Success Program*** provides clinicians with individualized support, engagement opportunities, access to online continuing education resources, and mentoring through three unique programs - Bloom, Foundations, and Bridge Academy - which are described below. Whether our clinicians are new graduates, new to schools, or experienced school-based clinicians, SSG will provide them with the support and resources needed to be successful. Our Training and Development Program is led by Christine Dukes, CCC-SLP, SVP Quality, who has over 25 years of experience in education, recruiting, and management.

Bloom Clinical Fellow Program

Bloom is designed specifically for new CF-SLPs making the transition from student to practicing clinician. Our goal is to provide an unparalleled First-Year experience through a variety of resources, mentorship, and professional training that will empower clinicians throughout their career.

Highlights include:

- *Licensure application assistance and monitoring*
 - *Assist in assigning a CF Mentor to each Clinical Fellow*
 - *Provide state licensure information and application guidance*
 - *Monitor status of license to ensure compliance*
- *Professional Toolbox*
 - *Super Duper discount*
 - *Monthly training and development opportunities*
 - *CF Guide*
 - *Summer Series (8-week resource available throughout the year)*
- *Customized care and support from the Bloom Support Team*
- *Community engagement: Monthly Roundtable Discussions*
- *Bilingual CF-SLP support and guidance*

Foundations Mentoring Program

Foundations is a mentoring guide developed for employees who are new to the school environment, including new grads and therapists transitioning from other settings. It consists of a series of learning modules on Bridge Academy that helps clinicians navigate the complexities of working in school systems. Foundations can be self-guided or completed with an identified mentor.

Highlights include:

- *Caseload Management – Systems and Scheduling*
- *Time Management - Treatment, Meetings, and IEPs*
- *IEPs - Navigating the Process*
- *Service Delivery Models*
- *Assessments, Report Writing, and Documentation*
- *Professional Etiquette*

Bridge Academy – Continuing Education and Training Program

We know the importance and value of continued education and the prominent role it plays in contributing to the professional growth of our clinicians and the children they serve. Bridge Academy, our online training and development platform, hosted by industry-leader Absorb LMS, provides the tools and resources to continue professional development throughout a clinician's career and at **no cost** to the district.

Highlights of our development and training program include:

- *Experienced professional development team representing SLPs, OTs, School Psychologists, Nurses, Behavioral Staff, and more*
- *Webinars with a defined and discipline-specific curriculum provide opportunities to access courses at any time to earn CEUs and CPDs*
 - *SSG is an ASHA, AOTA, NASP, BACB, and Nursing approved/authorized continuing education provider*

- *Live webinars provided monthly to address current topics and needs in school setting*
- *Library of over 175 recorded webinars available, including introductory courses with a variety of topics applicable to multiple disciplines*
- *Practical/Printable information including Monthly Toolkits, therapy ideas, and resources*
- *State and District specific required training*
- *Houses our Foundations program, Summer Series curriculum, Teletherapy Toolkit, Monthly CF Roundtables, and more!*
- *Dynamic reporting and course completion certificates available*

A calendar of events is thoughtfully created each school year, so the content is fresh and applicable. In addition to monthly webinars, courses are created to meet specific requirements at the state and District level. Bridge Academy allows for robust tracking and reporting to ensure clinicians have completed their required training prior to start.

Our multidisciplinary, professional development team creates and presents content to ensure our clinicians have access to free, convenient, and appropriate training resources. Our Professional Development team consists of qualified and experienced clinicians, who also act as Clinical Managers.

District Professional Development

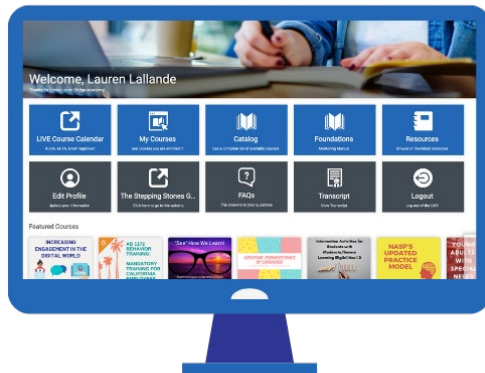
To show our appreciation of your business, SSG offers our school district clients and their staff access to **Elevate “U”, our district PD platform**, at no cost. Select recorded webinars, which are eligible for ASHA, AOTA, NASP, and/or BACB CEUs and CPDs and Nursing Contact Hours, will be made available to you and your special education staff three times throughout the school year as part of our SSG District Partnership Program. These courses can be done either individually or in a group setting.

We also provide opportunities for districts to request workshops that are customized to the specific needs of the district. We can discuss options for personalized trainings and events hosted by SSG that can be live or pre-recorded.

All our Elevate “U” offerings also come with dedicated technical support for users on our platform and provide an opportunity for participants to track courses completed within our system.

In 2022 alone, we offered 300 districts access to our exclusive webinars, with employees earning over 1,000 CEUs/CPDs/PD Contact Hours through our Partnership Program. Access to Elevate “U” through an SSG partnership offers tremendous savings to districts for PD when compared with PD subscriptions services that charge districts based on number of users. Our commitment to your district includes PD at no additional cost to your district.

Below is the calendar of webinars that are being provided for the 22/23 school year.



Previous District Offerings

- Using an Informed Decision-Making Model to Maximize Success in the Schools
- Managing the SLP School Workload
- Effectively Embedding Therapy Services Across the Student's Day
- Trauma 2.0 Moving Beyond Aces
- Data Collection Connection
- Starting Off Strong: Rapport Building Activities
- Behavior Support 101 in the School Setting
- Tips for Dealing with Student Anxiety
- Intervention Activities for Students with Moderate/Severe Learning Eligibilities
- Executive Function and the Learning-Disabled Child
- Professional Ethics for the School-Based SLP
- School Impact of Mental Health Disorders
- Mix It Up: Activities for Mindfulness, Movement, and Managing Emotions
- Cultural Competence 1.0