



INTENT TO SOLE SOURCE

Posting Date: June 11, 2025

In accordance with Sole Source Section 1560 in the District's procurement code, Lexington County School District One intends to award, without competition, a three (3) year contract to Public Consulting Group (PCG) EDP!an 504 Plan Document Creation, EDP!an software license, consulting fees, repair parts, Translation for 504 Documents, Electronic Licensed annual maintenance agreement, etc.) Practitioner of the Healing Arts (LPHS) Referral Module, Medicaid Claiming Services - Related Services, and Medicaid Claiming - Health Service.

The total estimated dollar amount of the program for the following fiscal years:

FY2026 \$90,000.00

FY2027 \$90,000.00

FY2028 \$90,000.00

JUSTIFICATION

The Graduation Alliance is the only contractor that offers a partnership that provides wraparound services and ease of online access to accelerate the courses of study within a unique waiver from seat team from the South Carolina Department of Education. The contractor provides acquisition of course credits at an accelerated pace of study to help students stay on track to graduate.

ALL RESPONSES MUST BE SUBMITTED BY: June 26, 2025 @ 8:00 a.m.

If you are aggrieved in connection with the intended award or award of the contract, you may be entitled to protest, but only as provided in Section 11-35-4210. To protest an award, you must (i) submit notice of your intent to protest within five (5) business days of the date this notice is posted, and (ii) submit your actual protest within fifteen days of the date this notice is posted. Days are calculated as provided in Section 11-35-310(13). Both protests and notices of intent to protest must be in writing and must be received by the Procurement Officer within the time provided. The grounds of the protest and the relief requested must be set forth with enough particularity to give notice of the issues to be decided. Any protest or notice of intent to protest must be addressed to:

Elizabeth Marsh, Director of Procurement
Lexington County School District One
100 Tarrar Springs Road
Lexington, SC 29072

Elizabeth Marsh

**AMENDMENT TO THE
EDPLAN LICENSE AND RELATED SERVICES AGREEMENT**

This Amendment (the “Amendment”) to the EDPlan License and Related Services Agreement entered by and between Public Consulting Group LLC (“PCG”) and Lexington County School District One (“CONTRACTOR”), as of April 1, 2024 (the “Agreement”), is made effective as of July 1, 2025 (“Effective Date”).

WHEREAS, the parties wish to amend the Agreement for the purpose of selecting an additional service under the scope of work;

NOW, THEREFORE, in consideration of the foregoing, the promises and mutual covenants contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

0. The parties agree that the following is added to Attachment A:

EDPlan Electronic LPHA Referral Module. Allows districts to digitally track LPHA referral dates and signatures across several service areas. Providers can create a proposed LPHA referral document for a student, which then triggers an alert to a pre-defined LPHA approver notifying them a referral is ready for review. The approver can electronically access the proposed referral document and then approve/reject the referral as appropriate. All finalized electronic LPHA referral documents and events are stored historically in a student’s record.

1. The parties agree that effective July 1, 2025, Attachment A is modified to reflect that School System is:
- a. Is not renewing EDPlan MTSS – Intervention Management; and
 - b. Receiving EDPlan 504, EDPlan PaperClip, EDPlan Translation for 504, Medicaid Claiming (Fee-for-Service (FFS) Claiming for Related Services and Nursing Services), and Electronic Licensed Practitioner of the Healing Arts (LPHA) Referral Module.
2. The parties agree to amend Attachment B by deleting the pricing table and replacing it with the following:

Service Name	July 1, 2025 – June 30, 2026	July 1, 2026 – June 30, 2027	July 1, 2027 – June 30, 2028
EDPlan 504 + Paperclip*	\$15,750	16,538	17,365
EDPlan Translation for 504 Documents*	\$1,575	\$1,654	\$1,737
Electronic Licensed Practitioner of the Healing Arts (LPHA) Referral Module*	\$3,675	\$3,859	\$4,052
Medicaid Claiming – Related Services	6% contingency or a minimum of \$15,000, whichever is greater	6% contingency or a minimum of \$15,000, whichever is greater	6% contingency or a minimum of \$15,000, whichever is greater
Medicaid Claiming – Health Services	6% contingency + \$2,500	6% contingency + \$2,500	6% contingency + \$2,500

*A 5% cost adjustment will be applied in each subsequent Renewal Term.

3. Conflict in Terms. Except as amended and/or modified by this Amendment, the Agreement is hereby ratified and confirmed and all other terms of the Agreement shall remain in full force and effect, unaltered and unchanged by this Amendment. Whether or not specifically amended by this Amendment, all of the terms and provisions of the Agreement are hereby amended to the extent necessary to give effect to the purpose and intent of this Amendment.
4. Severability. If any provision in this Amendment is found by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions in this Amendment shall continue in full force and effect.
5. Waiver. The failure of a party to enforce a provision of this Amendment shall not constitute a waiver with respect to that provision or any other provision of this Amendment.
6. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart.
7. Entire Agreement; Non-Reliance. The Agreement, as amended by this Amendment and by any other prior Amendments still in force, constitutes the entire understanding and agreement of the Parties with respect to the subject matter hereof, and supersedes any and all prior agreements, understandings or representations with respect thereto. Neither Party is relying upon any agreement or representation by the other Party except as set forth in the Agreement, as amended by this Amendment.
8. Applicable Law, Jurisdiction, and Venue. This Amendment is to be construed, interpreted, and enforced under and in accordance with the same governing law as set forth in the Agreement, without regard to choice of law provisions. The parties consent to personal jurisdiction in that state's or district's courts and waive any objection to venue.
9. Voluntary Act/Authorship: Each party acknowledges that they been provided with the opportunity to consult with and be represented by independent counsel in negotiating this Amendment. Each party represents that they have read and understand this Amendment and that they are freely and voluntarily entering into this Amendment in exchange for the consideration described herein. This Amendment shall not be construed in favor of or against either party by reason of authorship
10. Authority. Each individual signing below on behalf of a party hereby represents and warrants that they have full power and authority to enter into this Amendment on behalf of such party. Each party to this Amendment hereby represents and warrants that it has full power and authority to enter into this Amendment, that the execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.

IN WITNESS WHEREOF, the parties have executed this Agreement by the signatures of their respective authorized representatives.

PUBLIC CONSULTING GROUP LLC

**LEXINGTON COUNTY SCHOOL
DISTRICT 1**

By:

Title:

Date:

By:

Title:

Date: