



Creating a bridge to equality in education

**SHASTA COUNTY SPECIAL
EDUCATION LOCAL PLAN AREA
(SELPA)**

**REQUEST FOR PROPOSALS (RFP)
FOR EDUCATIONALLY RELATED
MENTAL HEALTH SERVICES**

Proposals Due:

No later than 4:30 p.m.
on March 27, 2020

Submit to:

Sharon Hjella, Executive Director
Shasta SELPA
1644 Magnolia Avenue
Redding, California 96001

***PROPOSALS RECEIVED AFTER THIS
DATE/TIME WILL NOT BE ACCEPTED***

Contact:

Sharon Hjella, Executive Director
e-mail: shjella@shastacoe.org

A. INTENT

It is the intent of these specifications to seek proposals for the provision of Educationally related mental health services (hereafter known as ERMHS) for school- age children and youth to address their mental, emotional, and behavioral health issues, and/or substance abuse issues that create a barrier to their effective learning, within the Shasta County Special Education Local Plan Area (hereafter referred to as SELPA)

SELPA intends to award a contract to the Bidder selected as the most responsible, whose response conforms to the Request for Proposal (RFP) meets the SELPA and state requirements for the provision of ERMHS to school age students/children and youth (ages 3-22).

SELPA intends to award the contract to the bidder able to provide services SELPA Wide within Shasta County. Current School districts within the SELPA are noted below:

DISTRICTS

- Anderson Union High School District
- Bella Vista Elementary School District
- Black Butte Union School District
- Cascade Union Elementary School District
- Castle Rock Union Elementary School District
- Columbia Elementary School District
- Cottonwood Union
- Enterprise Elementary School District
- Fall River Joint Unified School District
- French Gulch-Whiskeytown School District
- Gateway Unified School District
- Grant Elementary School District
- Happy Valley Union School District
- Igo-Ono-Platina Union School District
- Indian Springs School District
- Junction Elementary School District
- Millville Elementary School District
- Mountain Union School District
- North Cow Creek Elementary School District
- Oak Run Elementary School District
- Pacheco Union School District
- Redding Elementary School District
- Shasta Union Elementary School District
- Shasta Union High School District
- Shasta-Trinity Regional Occupation Program
- Whitmore Union Elementary School District

B. BACKGROUND

History of Educationally Related Mental Health Services

In 1986, Assembly Bill (AB) 3632 mandated that county mental health departments coordinate services to all special education students. Under this bill, local school districts were responsible for providing counseling and guidance services, and students requiring mental health services beyond the capacity of the school became the responsibility of the local county. In November 2010, the State of California repealed AB 3632, shifting the responsibility for providing mental health services to special education students from the county to the school districts.

Assembly Bill (AB) 114 changed the process by which students in Special Education receive mental health services. Previously, under AB 3632, county mental health departments provided services. However, realignment under AB 114 requires all California school districts to be solely responsible for ensuring that students with disabilities, as designated by their Individualized Educational Plan (IEP), receive the mental health services necessary to benefit from a special education program

Eligible Child or Adolescent Populations

Students with IEPs who demonstrate behavioral health issues that impact their ability to learn and access the school curriculum are eligible for AB 114. ERMHS funds are not restricted to students who have “emotional disturbance” as their identified disability.

C. SCOPE OF SERVICES GENERAL REQUIREMENTS

The successful applicant will be required to provide educationally-related counseling services which are limited to and identified within Shasta County students’ Individualized Education Programs (IEPs) and that are related services, as defined in paragraph (26) of Section 1401 of Title 20 of the United States Code, and as designated instruction and services, as defined in section 56363 of the Education Code.

- a. Mental Health Services will be provided in accordance with a student's, Individualized Education Program (IEP) or if appropriate Individual Service Plan (ISP).
- b. The IEP teams will be ultimately responsible for determining special education eligibility and the need for educationally-necessary mental health services for a student to receive a free appropriate public education (FAPE) under the law.
- c. The following scope of services and standards are:
 - Services are to be provided in accordance with a site school- based intensive educationally-necessary mental health program for students with disabilities and regional programs for emotionally disturbed students (ERMHS would be expected to travel the assigned school site).
 - Services can include Case Management Services. Planned Development, Assessments, Individual and Group Therapy, Collateral

Services, Child Study and Observation, Family Therapy, as deemed necessary by the IEP Team.

- It is expected that the successful applicant will collaborate with the SELPA and its members to provide assessment services, assessment reports and team support for students requiring residential placement; provide case management as needed and residential monitoring as requested by IEP teams.
- Participate as an active IEP team member, provide (write) quarterly reports and communicate regularly with school staff about student progress and concerns.

RECORD KEEPING REQUIREMENTS

Contractor must maintain all necessary documents for; Local Educational Agency (LEA) in accordance with FERPA and HIPPA regulations. Medi-Cal billing and/or full-scope Medi-Cal Specialty Mental Health billing through the County Mental Health department. (This includes, but is not limited to, providing detailed records, time sheets and documentation to support services provided and to meet all reporting requirements for insurance and/or Medi-Cal billing purposes.)

Records by student, clinician, service and district are to be maintained. Contractor is to work cooperatively with SELPA members as necessary to complete filing of documents in a timely manner. It is not necessary, however, for contractor to be an approved vendor for Medi-Cal Specialty Mental Health Care.

Contractor must currently be a public school district, a certified Nonpublic Agency (NPA), or be able to qualify for NPA certification under the California Department of Education. (Contractor will be required to sign a master contract regarding Nonpublic Agency Services per Education Code Section 56366-56369. and submit a timeline of when they would complete NPA process if not already an NPA).

There are approximately 150 to 225 students at schools across the Shasta County that will require school site-based services at any given time. Students may range in age from 3 to 22 years of age. Students will also present with a wide range of disabilities and counseling needs.

Schools do not offer private, confidential office space for counselors to use when they are on a school site to offer services. Contractor must agree that services billed to a school district will not be double-billed to any other funding source.

INSURANCE

Contractor shall, at his/her, or its sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed,

authorized and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with contractor's fulfillment of any of its obligations under this Agreement or either party's use of the Work or any component or part thereof:

- A. Commercial General Liability Insurance, including both bodily injury and property damage, with limits as follows:

- \$2,000,000 per occurrence
 - \$ 500,000 fire damage
 - \$ 5,000 medical expenses
 - \$1,000,000 personal & adv. Injury
 - \$3,000,000 general aggregate
 - \$2,000,000 products/completed operations aggregate

Business Auto Liability Insurance for all owned scheduled, non-owned or hired automobiles with a \$1 million combined single limit. (If contractor uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as approved service location by the LEA, contractor must comply with State of California auto insurance requirements.)

- B. Additional insured's premiums on all insurance policies shall be paid by Contractor and shall be deemed included in contractor's obligations under this contract at no additional charge.

Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, LEA may require the contractor, at the contractor's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.

- C. For any claims related to the services, the contractor's insurance coverage shall be primary insurance as respects the LEA, its subsidiaries, officials and employees. Any insurance or self- insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the contractor's insurance and shall not contribute with it.
- D. All Certificates of Insurance shall reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.
- E. Workers' Compensation and Employers Liability Insurance in a form and amount covering Contractor's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws.

Part A – Statutory Limits

Part B - \$1,000,000/\$1,000,000/\$1,000,000 Employers Liability

Sole proprietors with no employees are exempt from providing Workers' Compensation and Employers Liability Insurance, but must provide a signed Workers' Compensation Statement.

- F. Errors & Omissions (E&O) – Malpractice (Professional Liability) coverage, including Sexual Molestation and Abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy, with the following limits:

\$1,000,000 per occurrence
\$2,000,000 general aggregate

- G. Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, LEA may require the contractor, at the contractor's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.
- H. For any claims related to the services, the contractor's insurance coverage shall be primary insurance as respects the LEA, its subsidiaries, officials and employees. Any insurance or self- insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the contractor's insurance and shall not contribute with it.
- I. All Certificates of Insurance shall reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

If LEA or contractor determines that changes in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations. The contracts shall notify the LEA within 3 business days of any changes in terms or insurance carrier including start/end changes to assure ongoing coverage.

EXAMINATION OF CONTRACT DOCUMENTS

The contractor shall thoroughly examine the contents of the Request for Proposal. The failure or omission of any contractor to receive or examine any contract documents, forms, instruments, addendums, or other documents shall in no way relieve the contractor from obligations with respect to this Request for Proposal or to the contract to be awarded. The submission of a proposal shall be taken as prima facie evidence of compliance with this section.

If the contractor discovers any ambiguity, conflict, discrepancy, omission, or other errors in the Request for Proposal, he shall immediately notify the SELPA of the error in writing and request modification or clarification of the document. Clarifications shall be given by written notice to all contractors participating in the Request for Proposal without divulging the source of the request for said clarification. Modifications shall be made by addendum issued pursuant to the following section "Addenda."

If a contractor fails to notify the SELPA of an error in the Request for Proposal before the date scheduled for submission of proposals, or if an error, which reasonably should have been known to the contractor is not corrected, they shall submit the proposal at their own risk. If the contract is awarded to the contractor, they shall not be entitled to additional compensation or time by reason of the error or its subsequent detection.

ADDENDA

The SELPA may modify this Request for Proposal before the date scheduled for submission of proposals by issuance of an addendum to all parties who received the Request for Proposal. The addenda shall be numbered consecutively as a suffix to the Request for Proposal reference number. (The first number of an addendum would be RFP A-1.)

MODIFICATION OF REQUEST FOR PROPOSAL RESPONSE

The contractor may modify its proposal after submission by written notice to the SELPA for withdrawal and resubmission before the date and time specified for receipt of proposals. Modifications will not be considered if offered in any other manner.

WITHDRAWAL OF PROPOSALS

The contractor may withdraw its proposal by submitting a written request to the SELPA at any time before the date scheduled for proposal submission. The contractor may thereafter submit a new proposal before the proposal submission date. Proposals may not be withdrawn after the proposal submission date for a period of 30 days following the submission date.

REJECTION OF PROPOSALS

The SELPA reserves the right to reject any or all proposals received in response to this Request or to negotiate separately with any contractor when it is determined to be in the best interest of the SELPA and its members.

COST OF PREPARATION OF PROPOSALS

Costs for developing responses to this Request for Proposal are entirely the responsibility of the provider and shall not be chargeable to the SELPA.

FINGERPRINTING OF OUTSIDE CONTRACTOR (ENTITY) EMPLOYEES

The contractor (entity), shall comply with the requirements of Education Code Section 45125.1, including but not limited to the following:

Background Clearance Requirements:

1. Obtain California Department of Justice (CDOJ) clearance for contractor employees as required by EC 45125.1.

2. Prohibit its employees from coming in contact with pupils until CDOJ clearance is ascertained as required by EC 45125.1(f).
3. Certify in writing to the SELPA and provide the certification for this contract that none of its employees who may come in contact with pupils have been convicted of a violent or serious felony as required by EC 45125.1(g).
4. Provide a list of the names of its employees who may come in contact with pupils to the school district administrator for this contract. This list shall be revised in a timely manner and shall be by school site, as appropriate.

PAYMENT FOR SERVICES

The agreement accepted by the SELPA for services per annual report period shall include costs related to direct services to Shasta County students in fulfillment of the contract on the part of the contractor.

Invoices shall be periodically submitted, as mutually agreed upon, to the SELPA for each student served indicating school district of residence, student's date of birth, services provided, and date on which services were rendered.

Payment shall be made upon acceptance of the SELPA and its members. The terms of the agreement to be entered into shall specify maximum rates per service per minute, hour, day or month and will constitute the total compensation for services rendered.

CONTRACT AWARD

All services rendered shall be in conformance with all applicable state and governmental codes and industry standards. Upon selection, the provider will be required to enter into a standard services agreement on a form provided by the SELPA. The contract shall not be effective until approved by the SELPA's governing board.

The award of this contract shall be made by the SELPA to the responsive Contractor whose proposal is determined by the SELPA to be in the best interest of the Districts. The evaluations will be scored based on price, experience, expertise, location, references, and any other factors as determined by the SELPA. The RFP does not commit the SELPA or its members or any governing boards or subcommittees to procure or contract for any services.

FAILURE TO COMPLETE WORK

In the event the provider is unable to complete the work as required, the SELPA expressly and specifically reserves the right to terminate the agreement, and to engage another provider as, in its judgment may be necessary to complete the work.

PERFORMANCE BOND

If required by the SELPA, the provider shall deliver a performance bond issued by a surety and/or sureties, licensed to do business in the State of California and acceptable to the SELPA.

SUBMITTAL REQUIREMENTS

Please submit (1) original and (5) copies of your completed fee proposal in the format described herein below to:

Sharon Hjella, Executive Director
Shasta SELPA
1644 Magnolia Avenue
Redding, CA 96001

Your proposal must be received no later than 4:30 pm on March 27, 2020. Each proposal must breakdown the proposed fee based on the services to be provided as outlined under Scope of Services. This is a Request for Proposals for Professional Services. The SELPA reserves the right to reject any and all proposals at its discretion and is not obligated to explain deficiencies or accept requests for justification from firms not selected. All materials submitted become the property of the SELPA.

Submittal must include the following information:

a. Cover Letter

Maximum of two pages. Must include name of firm, address, telephone number, fax number, and name of principal to contact. Letter must be signed by a representative of firm with authorization to bind firm by contract.

b. Basis of Compensation

Describe a proposed method for determining fees for the services to be rendered. List fees for all required services as described under Scope of Services.

c. Staffing

Describe your agency's background and experience providing services as described in this RFP. Give details about your staff, their licensure and experience counseling children, adolescents and their families. Describe your agency's past experience in working with school districts.

d. Proposed Service Delivery models

Describe the research-based intervention strategies that your agency would propose to use in providing these services. Describe how staff will be assigned to serve students and families.

e. Provide proof of insurance as described above

f. Provide a copy of Non-Public Agency certification or documentation of pending certification.