



SELPA II SPECIAL EDUCATION LOCAL PLAN AREA (SELPA)

REQUEST FOR PROPOSAL #22/23-01 (RFP #22/23-01) FOR EDUCATIONALLY RELATED MENTAL HEALTH SERVICES for SELPA II Therapeutic Learning Center Education Program

Proposals Due:

No later than 4:30 p.m. on January 25, 2023

Submit to:

Ngan Le Shanahan
ngan_le-shanahan@fuhisd.org

PROPOSALS RECEIVED AFTER THIS DATE/TIME WILL NOT BE ACCEPTED

Questions about Program Needs contact:

Nancy Sullivan
nancy_sullivan@fuhisd.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) within the special therapeutic programs operated by SELPA II for school- age children and youth to address the mental, emotional, and behavioral health issues that create a barrier to their effective learning. SELPA II therapeutic programs operate in the Learning Center model in which students are in general education for most or all of the day and access therapeutic and behavioral support as described on their Individual Education Program (IEP) and as needed.

SELPA II intends to award a contract to the bidder selected as the most responsible, whose response conforms to the Request for Qualification (RFP) meets the SELPA and state requirements for the provision of ERMHS to school age students/children and youth in grades TK-12. SELPA II will award the contract to begin service August 1, 2023 and renewed annually with an option to extend the contract for the two years following.

SELPA II intends to award the contract to the bidder able to provide services for the three

Therapeutic Learning Center programs operated by SELPA II. Current School districts within the SELPA are noted below:

DISTRICTS

Cupertino Union School District (CUSD)

Sunnyvale Elementary School District (SSD)

Fremont Union High School District (FUHSD)

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 In November 2010, the State of California repealed AB 3632, shifting the responsibility for providing mental health services to special education students from the county to the school districts.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 Education Program (IEP), receive the mental health services necessary to benefit from a special education program.

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

The three districts that make up SELPA II jointly run and share enrollment in Therapeutic Learning Center (TLC) programs to support students who require a specialized therapeutic program to be successful at school.

C. SCOPE OF SERVICES GENERAL REQUIREMENTS

Fremont Union High School District (FUHSD) serves as the Administrative Unit (AU) for this contract. Though all three districts share the programs and participate in program planning, the contract and payment will be managed by FUHSD.

The successful applicant will be required to provide educationally-related counseling services which are identified within SELPA II students’ Individualized Education Program (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.

The description below identifies the current structure and staffing to support the TLC program. In response to the RFP, the applicant should explain their administrative structure and how it would support the program.

1. Contractor will provide six full time therapists, one therapist supervisor, and agency leadership for the three SELPA II Therapeutic Learning Center (TLC) Programs. Program needs will be determined by collaboration of all parties. The service will cover counseling throughout the three year contract for students eligible for special education in the therapeutic learning center program, other special education students or students receiving intervention as agreed upon by district director and Contractor.

Identified caseload not to exceed 16 students per therapist without the agreement of the Contractor Therapy Supervisor and the district representative. If a determination is made that a significant increase in therapeutic services will be needed for more than 60 days, consideration of increasing the staffing and reimbursement for this contract will be made.

2. Contractor and SELPA II will collaborate on the specific assignment of contractor employees in the SELPA II TLC Program or the re-assignment of contractor employees.
3. Therapeutic services provided by contractor shall be as follows within the three year contract:
 - a. Provide individual student counseling for TLC students once a week or as determined by IEP.
 - b. Provide small group counseling and family counseling when appropriate
 - c. Participate with the SELPA Therapeutic Program team (including SELPA teachers, Contracted Therapists, SELPA II Behavior Specialists and SELPA II Program Specialists in the coordination of services to children and families.
 - d. Make classroom observations of students when related to counseling support and interventions.
 - e. Consult with classroom staff and behavior specialists in understanding student's social-emotional abilities and needs.
 - f. Provide mental health crisis assessment and intervention in conjunction with school site staff and administration.
 - g. Provide mental health case management by coordinating services with outside mental health service providers; i.e., therapists, psychiatrists, wrap service providers, behavioral health service providers, etc.
 - h. Participate in weekly group TLC staff meetings regarding progress of students.
 - i. Regularly attend agency sponsored weekly individual and group clinical supervision meetings
 - j. Attend IEP meetings for students on caseload. Prepare a summary of social-emotional progress and goals at IEPs for students on their caseload. Develop treatment planning based on IEP social-emotional goals.
 - k. Maintain ongoing counseling progress notes and pertinent records.
 - l. Participate in on-going continuation of education in current research, trends and practices in mental health and mental health treatment of school-age children.

4. Contractor shall provide services through the three year contract by licensed or qualified intern LCSW or LMFT, who shall be supervised by the contractor. Supervision services provided by the selected agency shall be as follows:

Supervisor will

- a. meet one time weekly individually with program therapists.
 - b. meet one time weekly as a group with all program therapists.
 - c. provide information to therapists to assist classroom staff, parents and therapists in understanding the ability, achievement and behavior of students.
 - d. prepare therapists for classroom teams (including teacher, aides, Behavior Specialists, Program Specialists) in management of student functioning.
 - e. respond to therapists when there is an emergency student situation involving extreme emotional crisis as requested by program therapists.
 - f. meet monthly with the SELPA Program Specialist and the SELPA II Behavior Specialist Supervisor.
 - g. pursue continuing education required for license renewal and to educate school therapists and staff in current treatment practices.
5. Should any one of the therapists vacate a position or require a leave of absence, the clinical supervisor shall provide the therapeutic service in that person's absence or the Contractor will provide a substitute therapist with equal qualifications and implement compensatory services if needed. Should a lapse in service occur that is not covered by the supervisor or a substitute that is greater than 20 school days, the administrative unit for the SELPA has the right to seek a reduction in overall cost of the contract commensurate to the percentage of school days missed.
 6. Contracted therapists will uphold school district policies and regulations.
 7. Services shall be provided at identified SELPA II locations: Bishop Elementary and Sunnyvale Middle School in the Sunnyvale School District; Kennedy Middle School in the Cupertino Union School District; and Lynbrook High School in the Fremont Union High School District. Services shall be provided on such dates and at such times that Districts are in session including Extended School Year (ESY).
 8. DISTRICT will provide adequate office and group meeting space, supplies, (basic art/school supplies used traditionally in therapy), furniture and utilities necessary for Contractor staff to provide mental health services. DISTRICT will also ensure access to dedicated telephone lines, copy machines, fax machines or other equipment that allow the therapists to work under the local, state and federal laws regarding client confidentiality, as required by Contractor staff.
 9. DISTRICT will ensure that school sites comply with this AGREEMENT to provide Contractor staff access to the school facility for the purpose of providing services to children and families during and after regular school hours of operation. This may include evenings. DISTRICT will ensure that designated school sites provide appropriate access to referred students during the regular school day.

D. 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 a contractor to be an approved vendor for Medi-Cal Specialty Mental Health Care.

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 a 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, the 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 the 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 Qualification. 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 Qualification 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 Qualification 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 AND TRAINING REQUIREMENTS 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 45125.1.6
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.

All staff employed by the contractor who work in the TLC program shall have completed necessary training. Training includes annual topics required by CDE. At this time this includes mandated reporter, suicide risk, sexual harassment, bullying, and public health protocols. These requirements may change, as guided by the CDE.

PAYMENT FOR SERVICES

The agreement accepted by the FUHSD for services per annual report period shall include costs related to direct services to SELPA II 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:

**Ngan Le Shanahan
FUHSD
589 W. Fremont Avenue
Sunnyvale, CA 94087**

Your proposal must be received **no later than January 25, 2023** Each proposal must break down 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 person to contact. Letter must be signed by a representative of the firm with authorization to bind the 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. Provide your agency's onboarding and ongoing training plan for all staff.

d. Proposed Service Delivery models

Describe the research-based therapeutic 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. References

Provide contact information of two administrative contact people who can discuss your service delivery, quality and responsiveness.

f. Provide proof of insurance as described above

SELPA II TLC Request for Proposal Scoring Criteria

The RFP packets will be evaluated based on the District's adopted criteria and rating system to determine the qualified respondent(s) providing the best value and quality of service to the District. Proposals will be reviewed to meet the pass / fail and points criteria listed below:

CRITERIA	DESCRIPTION	Maximum Points
Submitted on time	Was the RFP submitted by the deadline?	Pass/Fail
Conflict of Interest	Is there a conflict of interest?	Pass/Fail
Complete Proposal	Are all required RFP forms included and does vendor satisfy insurance requirements?	Pass/Fail
References	Has the vendor provided references that returned positive reviews?	Pass/Fail
Overall quality and professionalism	Has the vendor represented their work using professional and culturally responsive language.	Pass/Fail
Technical Ability		
Proposed personnel qualifications	Do the proposed staff possess the proper qualifications to provide services?	10 Points
Personnel school based experience	Has proposed staff worked in other school-based settings?	15 Points
Proposed management and service delivery	How will the vendor manage and oversee their services?	10 Points
Proposed staff training plan	How will the vendor train staff?	10 Points
Fiscal Status		
Years of experience	How many years has the vendor been providing similar services?	5 Points
Education partnerships	What other Districts or educational institutions is the vendor working with?	5 Points
Proposed fees and payment schedule	Does the proposed fee and payment schedule align with current practice or propose innovative changes?	20 Points
TOTAL MAXIMUM POINTS		75 POINTS