

Request for Proposal

The Santa Clarita Valley SELPA invites proposals from qualified, licensed non-public agencies and public school districts to provide school based counseling services for students with disabilities and their families who require related services as designated on an Individualized Education Program (IEP). Proposals are to be delivered in person or by certified / express mail to:

Santa Clarita Valley SELPA Office
24930 Avenue Stanford
Santa Clarita, CA 91355

All proposals must be received by 5:00 p.m. on October 14, 2011 to be considered a responsive proposal. The Santa Clarita Valley SELPA reserves the right to extend this deadline by providing a written addendum to the Request for Proposal (RFP).

Proposals submitted by fax or electronic mail will not be considered.

BACKGROUND

The Santa Clarita Valley Special Education Local Plan Area (SELPA) provides special education services and coordination for families and students with disabilities ages 0-22 throughout the Santa Clarita Valley. The five school districts of Santa Clarita Valley: Castaic Union School District, Newhall School District, Saugus Union School District, Sulphur Springs Union School District, and William S. Hart Union High School District work in collaboration to provide special education and related services for eligible students.

On June 30, 2011, Governor Jerry Brown signed trailer bill legislation that changes code sections, which previously gave Department of Mental Health responsibility for providing services to special education students. These code sections are rendered inoperable as of July 1, 2011 and shall be repealed as of January 1, 2012. The effect of repealing these codes is that school districts are now required to implement the provisions of the Individuals with Disabilities Act 2004, which provides for a different standard for educationally related services than what California law has previously required.

SCOPE OF SERVICES

The successful applicant will be required to provide educationally-related counseling services which are limited to and identified within Santa Clarita Valley 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.

As set forth in Education Code Section 56363, related services may include: "psychological services, counseling and guidance services, parent counseling and training and social work services." These services are specifically to be provided as may be required to assist an individual with exceptional needs to benefit from special education. Related services will be determined by an IEP team and the IEP will specify frequency and duration of each service.

It is expected that these psychological, counseling, training, and social work services will be provided at the student's school of attendance except for rare cases where it is entirely impractical and/or inappropriate. The proposal shall include a description of **staffing allocation, qualifications and cost per category** to meet this requirement.

In addition to providing the individual and group counseling and parent training services as prescribed in student IEPs, the Contractor will require staff counselors to:

Attend and participate at IEP meetings

Write quarterly progress reports

Communicate regularly with school staff about student progress and concerns

Contractor must maintain all necessary documents for Local Educational Agency (LEA), 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.

It is estimated that approximately 225 to 250 students at schools across the Santa Clarita Valley 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.

Sequoia Charter School (Wm. S. Hart UHSD) and Old Orchard (Newhall SD) provide SELPA regional programs that serve seriously emotionally disturbed students. Sequoia enrolls between 50 and 70 junior high and high schools students and Old Orchard serves between 35 and 45 elementary aged students with intensive needs for psychological counseling in order to be successful in school. Both of these sites will require the assignment of full-time licensed therapists to serve students and to coordinate with school staff on a daily basis.

Schools will 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:

\$1,000,000 per occurrence
\$ 100,000 fire damage
\$ 5,000 medical expenses
\$1,000,000 personal & adv. Injury
\$2,000,000 general aggregate
\$2,000,000 products/completed operations aggregate

B. **Business Auto Liability Insurance** for all owned scheduled, non-owned or hired automobiles with a \$1 million combined single limit.

If no owned automobiles, then only hired and non-owned is required.

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

- C. **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.

- D. **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

- E. Contractor, upon execution of this contract and periodically thereafter upon request, shall furnish the District with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the District and the Board of Education as 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.
- F. 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

- G. 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.
- H. 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 60 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 all costs necessary to fulfill 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:

Margaret Cherene, Director
Santa Clarita Valley SELPA
Saugus Union School District
24930 Avenue Stanford
Santa Clarita, CA 91355

You proposal must be received no later than 5:00 pm on October 14, 2011. 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 District 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 District.

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. Explain whether or not there will be a differentiated fee scale based on the licensure and experience of staff. Provide detail on the staffing ratio for therapists assigned to Old Orchard and Sequoia Schools.

e. Provide proof of insurance as described above

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