

SULLIVAN COUNTY PURCHASING

REQUEST FOR PROPOSALS

Multiple At-Risk Counselors For School-Based Mental Health Services

**Proposals to be received by 2:00 p.m., Eastern Time
May 7, 2019**

Submit Proposals to:
Sullivan County
Purchasing Department
Suite 201
3411 Hwy 126
Blountville, TN 37617

SULLIVAN COUNTY PURCHASING

REQUEST FOR PROPOSALS

**Multiple At-Risk Counselors
For School-Based Mental Health Services**

Item	Page Number
Statement of Intent.....	3
RFP Timeline	3
General Conditions.....	3
PCHS Responsibilities	5
Qualifications of the PCHS Staff.....	6
Supervision and Assignment.....	6
District’s Responsibilities.....	7
Prevailing Terms and Conditions.....	8
Instructions to Submitting Entities.....	10
Cost Analysis.....	12
Submission Forms.....	13

**Sullivan County Purchasing
Request for Proposals
At-Risk Counselors**

I: Statement of Intent

The Offices of the Sullivan County Purchasing Agent on behalf of the Sullivan County Department of Education requests proposals for multiple At-Risk Counselors for school-based mental health services for the District’s students. It is the intent of the District to award the winning contractor(s) with an Agreement starting August 1st, 2019 until May 21st, 2020 or student calendar whichever is later with the option to renew for additional school year terms, not to exceed a total of five (5) years.

All interested Private Community Health Services (PCHS) will be afforded full opportunity to submit an RFP and will receive consideration for a contract award pursuant to this notice without regard to race, color, religion, national origin, age, sex or disability.

II. RFP Time Line

Availability of RFP.....March 20, 2019

Deadline for questions to be submitted in writing to the
Purchasing Department.....April 29, 2019

Proposals Due Date.....May 7, 2019

This timetable is for the information of submitting entities. These dates are subject to change. However, in no event shall the deadline for submission of the proposals be changed except by written modification from the Sullivan County Purchasing Department.

III. General Conditions

3.1 The following data is intended to form the basis for submission of proposals to provide Multiple At-Risk Counselors for school-based Mental Health Services for the district’s students.

3.2 This material contains general conditions for the procurement process, the scope of service requested, contract requirement, instructions for submissions of proposals, and submission forms that must be included in the proposal. The RFP should be read in its entirety before preparing the proposal.

3.3 All materials submitted pursuant to this RFP shall become the property of Sullivan County Department of Education.

3.4 In order to receive consideration, an RFP submittal must be delivered to the Office of the Sullivan County Purchasing Agent on or before the day/time indicated and shall meet the requirements as described herein. Any inquiries or requests concerning interpretation, clarification or additional information pertaining to this RFP shall be made **in writing and be in the hand of the Purchasing Agent by the close of the business day on April 29, 2019.** Questions can be submitted by e-mail to Kristinia Davis at kris.davis@sullivancountyttn.gov. In no case will verbal communication override written communication or documentation.

3.5 The District reserves the right to (a) accept or reject any and/or all submissions of proposals; (b) to waive irregularities, informalities, any technicalities; and (c) to accept any alternative submission of proposals presented which, in its opinion, would best serve the interest of the District. The District shall be the sole judge of the proposals, and the resulting agreement that is in its best interest, and its decision shall be final. The District also reserves the right to make such investigation as it deems necessary to determine the ability of any submitting entity to perform the work or service requested. Information the District deems necessary to make this determination shall be provided by the submitting entity. Such information may include, but is not limited to, verification of availability of personnel, and past performance records.

3.6 Included in the RFP is an affidavit that the undersigned has not entered into any collusion with any person in respect to this qualification. The qualifier is required to submit this affidavit with the submission.

3.7 All costs related to the preparation, submission, or presentation of this proposal shall be borne by the submitting entity.

3.8 Any submission of proposals may be withdrawn up until the date and time for opening of the submissions. Any submission not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of ninety (90) days to the District for the services set forth in the RFP until one or more of the submissions have been duly accepted by the District.

3.9 **NO CONTACT POLICY:** From the period beginning on the date of the issuance of this RFP and ending on the date of the award of the contract, no candidates submitting in response to this RFP, nor any individuals, consultants, or affiliates of such candidates shall contact through any means or engage in any discussion regarding this RFP, the selection process, or contract award with any member of the school system, school board, County Mayor, or any member of the Sullivan County Commission, apart from the designated point of contact referenced above in regard to clarification requests. Any such contact may be grounds for the disqualification of the submittal. Proposals must include a notarized No Contact/No Advocacy Affidavit (to be found in the "Submission Forms" section of this document).

3.10 INCLEMENT WEATHER: During period of inclement weather, the Purchasing Department will enact the following procedures with regard to solicitations and weather delays:

3.10.1 If County offices are closed due to inclement weather on the date that bids/proposals/qualifications/letters of interest are due into the Purchasing Department, all solicitations due that same day will be moved to the next operational business day.

3.10.2 The Purchasing Department or the District shall not be liable for any commercial carrier's decision regarding deliveries during inclement weather.

3.11 Failure of Sullivan County to enumerate any Federal, State or County legislation in its entirety in the RFP is not cause for the responding Proposer to exclude same.

3.12 By submission of a proposal, the Proposer certifies total compliance with Title VI and VII of the Civil Rights Act of 1964, as amended, and all regulations promulgated thereunder.

3.13 Any agreement resulting from the request for proposal submitted shall be governed by the laws of the State of Tennessee.

IV. Private Community Health Services' Responsibilities (PCHS)

4.1 Scope of Work – PCHS shall provide the following school-based mental health services for the District's students (collectively "the Services") in a manner satisfactory to the District.

4.1.1 Counseling-Upon referral from the District, PCHS shall provide intervention, prevention, consultation, assessment, and community referral that meet the needs of students identified by the District. Lead staff development and parent informational meetings.

4.2. Additional Considerations

4.2.1 PCHS shall provide the Service under the Agreement in a manner that minimizes any adverse impact on student learning by making reasonable efforts to schedule Services around critical instructional periods as determined by school administration.

4.2.2 PCHS shall collaborate with the District/School as requested to develop and coordinate youth development programs, professional development programs for District staff, and outreach programs as requested.

4.3 PCHS may be asked to attend or provide meetings of parent and faculty groups to promote awareness of school-based mental health services.

4.4 PCHS acknowledges that the provision of any Services to students identified as having a disability shall be in accordance with the student's individualized education program (IEP), any behavior intervention plan, Section 504 Plan, and any applicable board policies.

4.5 PCHS shall follow all protocols and procedures established by the Board for the provision of emergency services and incident reporting.

4.6 PCHS shall require all employees to immediately report instances where a student communicates a serious threat of harm to himself or herself or others to the school principal/designee.

4.7 PCHS shall report, on a monthly basis, 1) the number of students who received school-based mental health services from PCHS in the month preceding the report, and 2) the number of mental health service referrals made by PCHS for students that resulted in the mental health services being provided in the community. All reports shall comply with reasonable formatting and/or content requirements established by the District no later than the 15th day of each month.

V. Qualifications of the PCHS Staff

5.1 Hiring - Due to the direct interaction that PCHS will have with the District's students by providing Services under the Agreement, PCHS acknowledges that the District's Safety Supervisor or designee shall be given input in the selection and assignment of any individuals employed or retained by PCHS to deliver the Services under the Agreement; provided however that notwithstanding this input, PCHS shall retain final decision-making authority over all such hiring decisions.

5.2 Licensure and Certification – PCHS warrants and represents that to the extent that any of the Services to be provided under the Agreement are required by law to be provided by individuals who are licensed and/or certified, PCHS shall only assign individuals who are properly licensed, certified and/or credentialed to provide such services. PCHS shall ensure that the licensure and/or certification status of any individual providing Services under the Agreement remains in good standing during the term of the Agreement. PCHS shall, prior to providing Services, submit documentation demonstrating that all individuals assigned to provide Services are properly credentialed and/or licensed to the District's Safety Supervisor. Licenses and certification of employees to be shared with the District upon selection.

5.3 Background Check – PCHS represents and warrants that it will comply with Tennessee Code Annotated Section 49-5-413 by ensuring that all employees or agents who are assigned to work in the District's schools or have any direct contact with District's students, have been subject to and cleared by a background check through the Tennessee Applicant Processing Services Division of the Tennessee Bureau of Investigation. All background checks shall be performed at the expense of PCHS and must be submitted to the District's Safety Supervisor before any such individual will be permitted to begin working in any of the District's schools. In addition, PCHS shall comply with the hiring standards set forth in Tennessee Code Annotated §33-2-1202(c) with respect to checking past work and personal references prior to allowing any employee to work on school premises.

5.4 Drug-Free Workplace – PCHS represents and warrants that it maintains a drug-free workplace and that none of its employees will be assigned to provide Services under the agreement unless they have a clear pre-employment drug screening.

VI. Supervision and Assignment

6.1 PCHS shall employ therapists, who have obtained a minimum of a bachelor's level degree. They will provide Services under the agreement.

6.2 PCHS shall provide adequate supervision for all employees or agents performing services under the agreement and that responsibility for the conduct of such employees and agents, both personally and professionally, shall remain solely with PCHS.

6.3 Removal/Reassignment – The District reserves the right to refuse, in writing, the assignment or re-assignment of any PCHS employee or agent for any reasonable cause.

6.4 Delivery of Services

Location – Services will be provided by PCHS in a school setting. Service delivery-PCHS staff delivering services under the agreement will adhere to District's scheduled calendar.

Provision of Emergency Services-PCHS shall follow school protocol for handling crisis mental health situations.

Insurance – PCHS warrants and represents that it will obtain, pay the premium for, and continuously carry insurance for itself and each individual who provides services pursuant to the Agreement of the types and in the amounts typically maintained by businesses or persons of the same type as PCHS. Such coverage shall include, but is not limited to, professional liability, malpractice, workers' compensation and comprehensive general liability insurance in the minimum amount of One Million Dollars (\$1,000,000.00) per occurrence. PCHS further agrees to insure against any and all damage to the buildings and grounds caused by PCHS; its employees, agents, subcontractors and assigns. All insurance policies required to be procured by PCHS shall be issued by responsible insurance companies licensed to do business in the state of Tennessee. PCHS further agrees that the Sullivan County Board of Education shall be named as an additional insured on all applicable policies of insurance, including without limitation PCHS' workers' compensation and general liability insurance, and that all such policies shall require the insurer to provide the Board with notice of impending cancellation, in the same manner as it is required to provide such notice to PCHS. PCHS will furnish the Board a current copy of all such insurance policies showing the required limits of liability along with proof of listing the Board as an additional insured.

Compliance with Tennessee and federal law – PCHS warrants that it is familiar with, and agrees to comply with all applicable federal, state, and local laws, statutes, ordinances, and regulations in the performance of its duties under the Agreement. These laws specifically include, but are not limited to, the Family Education Rights and Privacy Act of 1974 (20 U.S.C. § 1232g) (FERPA”), the Health Insurance Portability and Accountability Act of 1996 (“HIPPA”), the Tennessee Data Accessibility, Transparency and Accountability Act (Tenn. Code Ann. § 49-1-703), Tennessee's mandatory child abuse and child sexual abuse reporting laws (Tenn. Code Ann. §§ 37-1-403; 37-1-605) and all administrative rules and regulations accompanying these laws. PCHS agrees to cooperate with the District as required by these laws in the performance of its duties under the Agreement. In addition, PCHS will ensure that all

employees and agents providing Services to comply with all applicable Board Policies.

VII. District's Responsibilities

7.1 District's Responsibilities – In effort to promote and foster PCHS's delivery of Services as a part of the Agreement, the District agrees to the following:

7.1.1 Provide office space equipped with a telephone and internet access at each school where PCHS will be delivering services under the Agreement for the delivery of program services and activities.

7.1.2 Ensure employees and administrators communicate with PCHS employees and agents with respect to scheduling the delivery of Services in order to minimize the impact on students' academic schedules.

7.1.3 Provide access to the appropriate individual school policy manuals and other procedures to the PCHS staff delivering Services in that particular school.

VIII. Prevailing Terms and Conditions

8.1 Subject to Fund Availability – The parties agree that the Agreement is subject to the appropriation and availability of Local, State, and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the District reserves the right to terminate the Agreement upon thirty (30) days written notice to PCHS. The District's right to terminate the Agreement due to lack of funds is not a breach of the Agreement by the District. Upon receipt of the written notice, PCHS shall cease all work associated with the Agreement. Should such an event occur PCHS shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, PCHS shall have no right to recover from the District any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

8.2 Medical and School Records – PCHS shall comply with all applicable federal and state laws, rules and regulations, including Board policies, guarding the privacy and confidentiality of student/patient information, in performing its obligations under the Agreement, including such laws respecting the confidentiality of patient information (e.g., HIPAA) and educational records (e.g., FERPA).

8.3 Indemnification – PCHS agrees to indemnify and hold harmless the District, its administrators, directors, agents, board members, employees, parents, and volunteers for and from any and all claims, demands, liabilities, damages, whether of a compensatory and/or punitive nature, actions, or proceedings, whether arising at law or in equity, including reasonable attorneys' fees and costs of suits, relating to or arising out of PCHS' providing Services to the District. PCHS agrees that this indemnification agreement specifically includes any claims, demands, liabilities, or damages, whether of a compensatory and/or punitive nature, actions, or proceedings, whether arising at law or in equity, including reasonable attorneys' fees and costs of suits, asserted by any individual employed by or assisting PCHS in performing Services under the Agreement and for any third parties claiming personal injury or property damages as a result of the PCHS' Services, or its presence on school property, whether during, subsequent, or incidental to the performance of the Services. The Agreement is effective without regard to the

legal nature of the claims raised and without regard to whether any such claims are based upon tort, equity, implied or express contract of any sort.

8.4 Term – The terms of the Agreement shall commence on the date of later signing and shall extend to and terminate at the end of the 2019-2020 school year, unless extended beyond such expiration date or terminated earlier, in accordance with the terms and conditions expressed herein. At the end of the 2019-2020 school year, the Agreement shall automatically renew for additional school year terms, not to exceed a total of five (5) years unless either Party gives thirty (30) days written notice to the other Party.

8.5 Termination

8.5.1 Both Parties shall have the option to cancel the Agreement for convenience at any time during the Term upon thirty (30) days advance written notice to the other Party. Unless specified in VIII General Terms and Conditions, Section 8.1.

8.5.2 The District may terminate the Agreement immediately upon written notice if PCHS fails materially to comply with the terms and conditions of the Agreement and/or with any laws, rules, regulations, policies or procedures affecting the Agreement and fails to cure the condition of breach within thirty (30) days following receipt of notice of such breach.

8.5.3 The Parties stipulate and agree that the Agreement shall terminate automatically and without the need for any action by the Parties upon receipt of notice by either Party that PCHS's licensure status with the Tennessee Department of Mental Health and Substance Abuse Services has been suspended or revoked.

8.5.4 Written notice of termination, where required, shall be sent in compliance with Paragraph 8.6 below.

8.5.5 The Board shall cease to have any obligation and/or liability whatsoever to PCHS for any costs, expenses, claims or other liabilities that shall or may accrue after the effective date of the termination of the Agreement. PCHS shall not make any claim for damages resulting from any cancellation of the Agreement.

8.6 Notices – Any notice or other communication required or permitted hereunder shall be deemed given if in writing and delivered personally, sent by email or sent by certified, registered or express mail, postage prepaid. Any such notice shall be deemed received when so delivered personally, or sent by email or, if mailed, five (5) days after the date of deposit in the mail, as follows:

8.6.1 Notice to PCHS shall be addressed to Safety Supervisor of Sullivan County Schools, PO Box 306, Blountville, TN 37617-0306.

8.6.2 Notice to the Board shall be addressed to the Sullivan County Board of Education/Director of Schools at the following address, PO Box 306, Blountville, TN 37617-0306.

Any Party may by notice in accordance with this Paragraph to the other Party designate another address or person for receipt of notices by such Party hereunder.

8.7 Assignment – PCHS agrees that none of its obligations or duties arising out of or related Agreement shall not be transferred or assigned by PCHS without prior written consent of the Board.

8.8 Amendments – Any modification of the Agreement or additional obligation assumed by either Party in connection with the Agreement shall be binding only if evidenced in writing signed by each Party or an authorized representative of each Party.

8.9 Governing Law – The Agreement, and all claims relating to or arising out of the Agreement, or the breach thereof, whether sounding in contract, tort or otherwise, shall be governed by the laws of the State of Tennessee, excluding its choice of law principles. Any claim of whatever character arising under the Agreement or under any statute or common law relating in any way, directly or indirectly, to the subject matter of the Agreement or to the dealings between the parties during the term of the Agreement shall be brought exclusively in a state court of competent jurisdiction in Sullivan County, Tennessee.

IX. Instructions to Submitting Entities

All submissions of proposals shall comply with the following instructions.

9.1 Submission forms and RFP documentation may be obtained on or after March 20, 2019, at no charge from:

Sullivan County Purchasing Department
3411 Hwy 126, Suite 201
Blountville, TN 37617

Between 8:00 a.m. and 5:00 p.m. (Eastern Time), Monday through Friday or by calling 423/323-6400. Forms and RFP information are also available on the Sullivan County web site at www.sullivancountyttn.gov under the Purchasing Department.

9.2 Submission Information

Proposals shall include two (2) hard copies (one original and one duplicate – **mark the original as such. Do not email your submission.**)

IMPORTANT NOTE: A minimum of one of the submitted proposals must bear an original signature, signed in ink (duplicated signatures substituted for original ink signatures may result in rejection of the proposals). This document is the official, original submission; the required copy may have copied signatures. The signature must be entered above the typed or printed name and title of the signer. All proposals must be signed by an officer of the company authorized to bind the firm to a contract.

Proposals will be received until 2:00 p.m. (Eastern Time) on May 7, 2019. Each proposal must be submitted in a sealed envelope addressed to:

Sullivan County Purchasing Department
3411 Hwy 126, Suite 201
Blountville, TN 37617

IMPORTANT NOTE: Each mailing envelope or carton containing a proposal or multiple copies of the proposal must be sealed and plainly marked on the outside “Multiple At-Risk Counselors For School-Based Mental Health Services.” Proposers are reminded that the Purchasing Department receives many bids and proposals for any number of solicitations; **unlabeled submissions are extremely difficult to match to their appropriate solicitations and therefore may be rejected.**

Any proposals received after the time and date on the cover sheet will not be considered. It shall be the sole responsibility of the submitting entity to have the proposal delivered to the Sullivan County Purchasing Department on or before that date.

Late proposals will not be considered. Proposals that arrive late due to the fault of the United States Postal Service, United Parcel Service, DHL, FEDEX, any delivery/courier service, or any other carrier of any sort are still considered late and shall not be accepted by the District. Such proposals shall remain unopened and will be returned to the submitting entity upon request.

9.3 The District reserves full discretion to determine the capability of proposing entities. Proposers, if asked, will provide, in a timely manner, any and all information that the District deems necessary to make such a decision.

**RFP Cost Analysis
Multiple At-Risk Counselors
For School-Based Mental Health Services**

A fee schedule is requested based on the following three (3) options for the Sullivan County School District.

Option 1. Pricing per counselor with Bachelors Level \$_____

Option 2. Pricing per counselor with Masters Level \$_____

Option 3. Pricing for counselor who's licensure/certification would allow their salary to be offset with billing insurance for student visits
\$_____

Date:_____ Company Name:_____

SUBMITTED BY:_____ TITLE:_____
(Authorized Representative)

ADDRESS:_____

CITY/STATE/ZIP CODE:_____

TELEPHONE NO.:_____

Submission Forms

RFP SUBMITTAL
RE
Multiple At-Risk Counselors
For School-Based Mental Health Services

Proposals to be received by 2:00 p.m., Eastern Time; May 7, 2019

The undersigned is an authorized representative of the private community health services indicated above and certifies that the information and accompanying documents in this RFP submittal are accurate and true.

The undersigned has read and understands the extent and character of the prerequisites and has conformed to the specified content and format requirements.

The undersigned further acknowledges that failure to submit an RFP which conforms to the specified content and format requirements will be sufficient cause to disqualify the private community health services. Additionally, material deficient or incomplete response will be cause to disqualify the private community health services.

Legal Name of Proposer: _____
PLEASE PRINT

Address: _____

Phone _____ / Fax _____ / E-Mail _____

Authorized Signature: _____ Date: _____

Name and Title of Signer: _____

Note: Failure to use these response sheets may disqualify your submission.

No Contact/No Advocacy Affidavit

State of _____

District of _____

_____, being first duly sworn, deposes and says that:

(1) He/She is the owner, partner, officer, representative, or agent of _____

_____, the Proposer that has submitted the attached Proposal;

(2) The Proposer _____ swears or affirms that he/she will abide by the following "No Contact" and "No Advocacy" clauses:

a) **NO CONTACT POLICY**: After the posting of this solicitation to the Purchasing Division's website, any contact initiated by any proposer with any Sullivan County/School District representative concerning this proposal is strictly prohibited, unless such contact is made with the Sullivan County Purchasing Agent. Any unauthorized contact may cause the disqualification of the proposer from this procurement transaction.

b) **NO ADVOCATING POLICY**: To ensure the integrity of the review and evaluation process, companies and/or individuals submitting proposals for any part of this project, as well as those persons and/or companies representing such proposers, may not lobby or advocate to Sullivan County/School District staff including, but not limited to, members of Sullivan County Commission, Sullivan County Office of the Mayor, Sullivan County School Board or any other School District staff.

Any company and/or individual who does not comply with the above stated "No Contact" and "NO Advocating" policies may be subject to having their proposal rejected from consideration.

Signed: _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 20__

_____, Notary Public

My Commission expires: _____

NON-COLLUSION AFFIDAVIT

State of _____

District of _____

_____, being first duly sworn, deposes and says that:

- (1) He/She is the _____ of _____, the firm that has submitted the attached Proposal;
- (2) He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- (3) Such Proposal is genuine and is not a collusive or sham Proposal;
- (4) Neither the said firm nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other vendor, firm or person to submit collusive or sham proposal in connection with the contract or agreement for which the attached Proposal has been submitted or to refrain from making a proposal in connection with such contract or agreement, or collusion or communication or conference with any other firm, or, to fix any overhead, profit, or cost element of the proposal price or the proposal price of any other firm, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against Sullivan County/Sullivan County School District or any person interested in the proposed contract or agreement; and
- (5) The proposal of service outlined in the Proposal is fair and proper and is not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the firm or any of its agents, representatives, owners, employees, or parties including this affiant.

Signed: _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 20__,

_____, Notary Public

My Commission expires: _____

IRAN DIVESTMENT ACT AFFIDAVIT

As per Tennessee Code Annotated, Title 12, and effective July 1, 2016:

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to §12-12-106.

Signature

Date