

LOS LUNAS SCHOOLS RFP 2021-009-HR ANCILLARY AND RELATED SERVICES

> AMENDMENT NO. 1 DATE: APRIL 7, 2021

RFP No.: 2021-009-HR

RFP Due: April 20, 2021

Time: 2:00 PM Local Time

Where: Los Lunas Schools

Administration Offices

P.O. Drawer 1300 (if mailed) 119 Luna Avenue (if delivered)

Los Lunas, NM 87031

For Additional Information Please Contact:

Heather Rindels, Purchasing Agent 505-866-8259 Phone 505-866-8262 Fax

Email: hrindels@llschools.net

ANCILLARY AND RELATED SERVICES FOR LOS LUNAS SCHOOLS RFP NO. 2021-009-HR RFP Amendment No. 1 April 7, 2021

The above referenced RFP is amended as follows:

A. Submitted Questions and Answers

1. Are you currently working with any agencies providing OT, COTA, PT, PTA, SLP, TVI, O&M, RT, & RN services to your District?

Yes

2. Who are your current vendors and what prices do they charge?

The District is currently working with Therapia Staffing, LLC. Please issue a formal IPRA request to our custodian of records, Brian Baca, to obtain current pricing information. His email is bgbaca@llschools.net.

3. Have these vendors been able to meet all of your OT, COTA, PT, PTA, SLP, TVI, O&M, RT, & RN needs?

Yes

4. How many OT, COTA, PT, PTA, SLP, TVI, O&M, RT, & RN (FTE) did each vendor provide to your District for the current 20/21 school year?

Therapia Staffing, LLC provided the following: OT-2, COTA-3, PT-1, TPA-2, SLP-2, TVI-0, O&M-0, RT-0, RN-4

5. How many OT, COTA, PT, PTA, SLP, TVI, O&M, RT, & RN (FTE) do you anticipate needing for the upcoming 21/22 school year?

The District anticipates the same number of contractors that were listed in question #4.

6. How many schools are typically on a therapist's caseload?

There are approximately 35-40 students per caseload spread over various school sites.

7. Do you require that clinician resumes, licensures, and copy of Degree be submitted with the proposal or once we are selected as an award vendor?

Refer to RFP document Section IV. Specifications, B. Mandatory Requirements 5. Professional Qualifications, page 17

8. How many hours are in a typical school day (i.e. how many hours are therapists allowed to be on-site and billing)?

Refer to RFP document Attachment I Scope of Work, C. 11 & 12, D.Invoicing, page 33

9. How many work days are they assigned for the school year?

Refer to RFP document Attachment II Ancillary and Nurse Calendar, page 35

10. What is the average caseload by discipline in your District?

APE-24; AUD-17; MSW-15; O&M-13; TVI-16; OT/COTA-35; PT-20; RT-30; SLP-40

11. I am aware that the school anticipates awarding to multiple vendors? How many?

The District has no way of knowing how many vendors will be awarded. This will depend on which vendors meet the mandatory criteria and which vendors are recommended by the Evaluation Committee.

a. How will you utilize and notify awarded vendors for your staffing needs? (Ranked order, broadcast to all awarded vendors, or use of preferred vendors).

The District will notify awarded vendors by ranked order.

12. Will assigned therapists have access to therapy materials, supplies, equipment, evaluation kits, and protocols provided by your schools?

Please see Amendment below regarding Attachment I. Scope of Work, E. Miscellaneous

13. Will assigned therapists have access to computers/laptops and printers provided by your schools?

Please see Amendment below regarding Attachment I. Scope of Work. E. Miscellaneous

14. Are we required to provide any technology (i.e. laptops, printers, access to teletherapy platform)?

Yes. Please see Amendment below regarding Attachment I. Scope of Work. E. Miscellaneous

15. Is the contracting agency able to bill for both direct and indirect treatment time (paperwork, meeting, teacher consultations, etc.)?

Yes. Please refer to RFP Document Attachment I. Scope of Work, D. Invoicing

16. Do you require vendors to guarantee the provision of therapy services or is it understood that we will begin recruiting on a best efforts basis?

It is understood that the vendor will be recruiting on a best efforts basis.

17. Does your historical use of contract therapists indicate that they typically remain employed throughout the school year, or that they are replaced during the school year if the district is able to locate a direct hire?

Contract Therapists typically remain employed throughout the school year.

18. Can pricing increase during the term of the contract?

Yes. Please see amendment below regarding Appendix B. Professional Services Contract, 3. Term.

19. If you currently have agencies working with you under contract, would you share the names of those current vendors and what your current hourly cost per discipline?

See answer to Question #2

20. Will our therapists bill Medicaid on behalf of Los Lunas Schools and Medicaid will pay Los Lunas Schools or does our company bill Medicaid directly and receive payment from Medicaid directly?

Please see Amendment below regarding Attachment I. Scope of Work, D. Invoicing.

21. What is the anticipated date of award?

Refer to RFP Document Section II. Conditions Governing the Procurement, A. Sequence of Events

22. How will vendors be notified of award?

Vendors will be notified of award by email from the Director of Purchasing.

23. To clarify, you will only accept submissions via hard copy mail?

Correct

24. To clarify, 1 original, 3 copies and 1 flash drive to be submitted?

Correct

25. To clarify, only ONE original seal cost proposal to be submitted?

Correct

26. To clarify, do NOT include the cost proposal in the digital flash drive copy?

Correct

27. Are resumes/licensure of potential candidates to be included with our submission?

Yes. Please refer to RFP Document IV.Specifications, B.Mandatory Requirements, 5. Professional Qualifications, page 17.

28. Will addend be emailed directly or are we to check Vendor Registry?

A courtesy notification email will be sent to the vendors who returned the Acknowledgement of Receipt Form, however, it is ultimately the vendor's responsibility to check Vendor Registry to make sure they have all of the updated information.

29. To clarify, we must include a certificate of insurance in our submittal?

Yes. Please refer to the RFP Document Section IV. Specifications, B. Mandatory Requirements, 4. Insurance, page 17

B. Appendix B-Professional Services Contract-page 23

3. Term-page 24

Now Reads:

This Agreement is for one (1) year from the date of approval by the Los Lunas School Board. This Contract will renew on an annual basis with written consent by each party, for up to three (3) additional one (1) year terms unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978. Price escalation will be considered for the renewal period only upon receipt of written request from the Contractor stating reason(s) for the escalation request and the amount being requested. Justifying documentation must accompany price escalation request. Escalation will not be allowed for any reason not related to market conditions related to the Scope of Work. Contractor may decline renewal with no penalty at which time, LLS may issue a new RFP.

C. Attachment I-Scope of Work

D. Invoicing-page 33

Now Reads:

1). Invoicing for direct/indirect service hours shall not exceed 7.0 hours per day. Direct/indirect service may include evaluations, therapy, parent consultation, consultation with school staff, participation in District scheduled parent conferences, participation in IEP meetings, report writing, service documentation logs and preparation of IEP documents. Invoice LLS only for services rendered, fully comply with all other state and federal requirements associated with provision of services contemplated herein and not bill any other part (e.g. Medicaid, 3rd party insurance, or parents). Contractor will utilize the District's MaxCapture system to submit data to Medicaid. Violation of this provision will result in termination of the contract.

D. Attachment I-Scope of Work

E. Miscellaneous-page 33

Now Reads:

- 1). Laptop Computers: Contractor shall provide its own laptop. LLS will not issue laptop computers for work under this proposal.
- 2). Office Space: Work Space will be provided by LLS, however, individual desktop printers will not be provided by LLS. Contractor will be able to utilize LLS District printers
- 3). Contractor shall provide their own email addresses through their agency. LLS will not provide email addresses.
- 4). Contractor will be required to provide their own supplies, equipment, evaluation kits and protocols. LLS will only provide therapy materials that are already in the therapy rooms.

Complete Amended Attachment 1

Scope of Work

1. CONTRACTOR RESPONSIBILITIES

The Contractor will fulfill the following requirements and perform the following services in a satisfactory and proper manner.

A. Documentation:

- 1) Copy of New Mexico Public Education Department License to practice as an OT, COTA, PT, PTA, SLP, TVI, O&M, and RT
 - 2) Copy of RN license to practice in the State of New Mexico
 - 3) Copy of Master's Degree for OT, SLP, O&M, and RT
 - 4) Copy of Associate's or Bachelor's Degree for COTA, PT, PTA, and TVI
 - 5) Copy of Associate's Degree or Nursing Program Diploma for RN
 - 6) Copy of Sam.Gov verification

B. Ancillary and Nurse Calendar-See Attachment II

C. Work shall include a minimum of the activities set forth below:

- 1). Determine materials and supplies necessary to meet goals and objectives as stated on each student's IEP.
- 2). Participate in E.D.T. Committee Meetings concerning students who have completed evaluations and provide services to eligible students.
 - 3). Provide LLS with the necessary re-evaluation information for students when required.
- 4). Work in coordination with the District's Program Coordinators, Special Education Teachers, and Chair Persons in developing programs for eligible students.
- 5). If required, submit to LLS all data required to complete twenty-day reports, SDE 810 (prior to LLS Dec. 1st Pupil Report) and 515 Reports.
- 6). Assure that all services are in accordance with all licensure requirements and within standards of professional ethics.
- 7). Evaluations will be performed in accordance with the NM State Department of Education Special Education Standards and the LLS Special Services Department Operational Standards.
 - 8). Provide a parent interpretive conference.
- 9). Submit to LLS within 10 days of confirmation of assignment all forms and data required by LLS to comply with all State Department of Education and federal reporting requirements.

- 10). Conduct Speech Language Evaluations and provide Therapy Services of eligible assigned students according to the state and federal regulations.
- 11). The Contractor will remain as a participant to the IEP regardless of the approved 7.0 hours per day will be exceeded until the IEP is concluded or the need of the Contractor's participation is no longer required, which ever event occurs first will be the determining factor for time beyond the approved hours per day.
- 12). If the IEP has been scheduled and it is known the IEP will exceed the 7.0 hours per day, the Contractor must seek prior approval. If this is not known, the Contractor must submit for approval for time beyond the approved 7.0 hours per day within 48 hours after the scheduled date of the IEP.
 - 13). Approval documentation must be attached to the corresponding time sheet.
- 14). Obtain prior approval from LLS for a therapist to bill for hours beyond those specified above.
 - 15). Contractors are not allowed to make up service time for Contractor absences.
- 16). Contractors are required to provide evaluation test kits. LLS will not reimburse Contractors for evaluation test kits.
- 17). Any confidential information provided to or developed by an Contractor in the performance of his/her assigned duties shall be kept confidential and shall not be made available to any individual or organization or used by the Contractor without the written consent of LLS. The exception to the above includes; need to know information provided to school personnel and Duty to Warn. Nothing produced in whole or in part by a Contractor shall be the subject for an application for copyright by or on behalf of the Contractor.

D. Invoicing:

1). Invoicing for direct/indirect service hours shall not exceed 7.0 hours per day. Direct/indirect service may include evaluations, therapy, parent consultation, consultation with school staff, participation in District scheduled parent conferences, participation in IEP meetings, report writing, service documentation logs and preparation of IEP documents. Invoice LLS only for services rendered, fully comply with all other state and federal requirements associated with provision of services contemplated herein and not bill any other part (e.g. Medicaid, 3rd party insurance, or parents). Contractor will utilize the District's MaxCapture system to submit data to Medicaid. Violation of this provision will result in termination of the contract.

E. Miscellaneous:

- 1). Laptop Computers: Contractor shall provide its own laptop. LLS will not issue laptop computers for work under this proposal.
- 2). Office Space: Work Space will be provided by LLS, however, individual desktop printers will not be provided by LLS. Contractor will be able to utilize LLS District printers.
- 3). Contractor shall provide their own email addresses through their agency. LLS will not provide email addresses.

4). Contractor will be required to provide their own supplies, equipment, evaluation kits and protocols. LLS will only provide therapy materials that are already in the therapy rooms.

2. LOS LUNAS SCHOOLS RESPONSIBILITIES:

- A. Generate a list of approved therapists assigned to LLS and the maximum number of hours each is allowed to submit weekly. This list is to be reviewed and signed by the Contractor and LLS.
- B. Provide a list of students who have been identified by IEP and E.D.T. Committee to receive services to each service provider.
- C. Provide a pre-service orientation meeting for contracting therapist to address procedures related to licensure documentation, fingerprinting and background checks, District-required timesheets, service documentation, Medicaid billing and Federal, State and District requirements. Date of pre-service orientation meeting to be determined by LLS
- D. Process incoming therapists' Medicaid Provider applications.
- E. Provide, for each student referred, referral information; case histories, including educational, family and medical information where applicable, hearing and vision screening; completed educational diagnostic and ancillary evaluation reports; IEP; and other relevant data necessary to design and implement therapy services.
- F. Schedule and coordinate IEP Committee meetings as appropriate.
- G. Schedule students for therapy at selected sites.
- H. Provide copies of the NM State Department of education Standards for excellence Compliance Manual and the LLS Special Services Operational Standards for review by all service providers.
- I. Provide a list of acceptable billable activities that are necessary to perform the requested services.
- J. Contractor will not be compensated for any volunteer activities associated with LLS and are prohibited from accepting supervisory duties associated with LLS activities.

END OF AMENDMENT NO. 1
Proceed to Acknowledgement of Amendment No. 1

ACKNOWLEDGEMENT OF AMENDMENT NO. 1

ANCILLARY AND RELATED SERVICES

Los Lunas Schools RFP 2021-009-HR

In acknowledgment of receipt of this Request for Proposal (RFP) the undersigned agrees that he/she has received a complete copy of the RFP and Amendment No.1 dated 4/7/2021 .

The acknowledgment of receipt should be signed and returned with your Proposal on or before April 20, 2021, 2:00 PM Local Time.

FIRM:			
REPRESENTED BY:	TITLE:		
E-MAIL ADDRESS:			
PHONE NO.:	FAX NO.:		
ADDRESS:			
CITY:	STATE:	ZIP CODE:	
SIGNATURE:		DATE:	
Please return to:			

Heather Rindels Los Lunas Schools Buyer P.O. Drawer 1300 (if mailed) 119 Luna Avenue (if delivered) Los Lunas, NM 87031 Phone: (505) 866-8259

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