



**Request for Proposals
School Based Behavioral Health Services
Three (3) School Based Licensed Professional Therapists
RFP# 2022-FAM-001**

**PROPOSALS MUST BE RECEIVED BY:
4:00 PM (CST) ON FRIDAY, MARCH 4, 2022**

Overview:

The Independence School District (ISD) is seeking a partnership with a mental health entity to provide the following support services to our K-12 student population for the 2022-23 and 2023-24 school years.

Requested Services:

- Comprehensive Clinical Assessment
- Individual and Group Counseling
- Crisis Prevention and Intervention
- Consultation Services
- Preventative Mental Health Services
- Staff Training

Goals:

- Increase mental wellness in ISD students
- Provide consultation for school staff regarding services for students receiving mental health support
- Increase continuum of care for our students: Many of our students struggle to obtain outside services due to transportation, finances, or general lack of resources.

It is the responsibility of interested agencies to check the website: <http://sites.isdschools.org/purchasing/bids-and-rfps> for any addendums or notices of information prior to the opening date and time of this RFP. All addendums must be signed and included with your submitted Proposal.



1. **Overview.** Independence School District (the “District” or “ISD”) seeks a mental health service agency to provide school-based mental health services within the District. If your agency is interested, please submit a proposal to the office of Nicole Sequeira, Director of Family Services /McKinney-Vento Liaison, 201 N. Forest Ave., Independence, MO 64050 (Telephone No. (816) 521-5599 ext. 10036) no later than 4:00 P.M. Central Standard Time on **MARCH 4, 2022**. No extensions will be granted. The District will review and evaluate written proposals in response to this RFP in accordance with the evaluation criteria identified below. All information necessary to complete a written proposal is contained in this RFP.

2. **Purpose.** Generally, the District seeks to provide School Based Behavioral Health Services to District students in an effort to address early intervention and prevention services and increase the accessibility of mental health services for students in need. The District desires to provide these school-based mental health services to all students, regardless of ability to pay.

3. **Schedule of Events.**
 - a. RFP Issued: February 16th, 2022
 - b. Deadline to submit written questions: February 25, 2022, 2:00 p.m.
 - c. **Deadline to submit proposals: March 4, 2022, 4:00 p.m.**
 - d. Vendor selection date: March 15, 2022, 6:00 p.m.

4. **Scope of Services:** The Scope of Services sought includes the following mental and behavioral health services to be provided to District students beginning with the 2022-23 school year and continuing through the 2023-24 school year.
 - Comprehensive Clinical Assessments
 - Individual therapy
 - Group therapy
 - On-site Training and Consultation

Successful providers/agencies must be able to provide three (3) qualified therapists to perform the Services requested and have the capacity to establish in-school access to clinical outpatient treatment services and be capable of providing mental health services at varying levels of intensity, based on the individualized needs of the students and which are able to adjust as rapidly as the changing needs of the students.

In addition, mental and behavioral health services provided to District students in school should be based on the following principles and guidelines.

- Services will be provided and supervised by the selected local mental health provider.
- Family engagement and active family involvement is critical at the initiation and throughout the treatment process. Services will only be provided to students following the receipt of parental consent. Providers/agencies agree to follow the process prescribed by the District regarding referral



for services and to work with the District to develop appropriate consent forms and information materials about services offered.

- Services should be proactive and positive, building on the strengths of the student and families.
- Service providers should show willingness to build strong alliances collaborating with school administrators, student services staff, teachers (general education and special education) and all other district employees.
- Services must follow the least intrusive, least restrictive and responsive to the individual needs of the child within the school setting and consistent with the school district goals.
- Services should be provided during regular school hours. After school hour sessions on the school's campus will be limited in scope and will only occur if needed to accommodate parents'/guardians' schedules.

5. Service Provider must meet the minimum qualifications:

- a. Service Provider must have an understanding of crisis prevention and intervention in the school setting.
- b. Service Provider must be experienced in providing outpatient therapeutic services to students in a school setting with varying needs and levels of intensity.
- c. Service Provider must agree to maintain confidentiality in accordance with all applicable laws and District policies, regulations, and rules.
- d. Any Service Provider employees providing services to students must have required and appropriate degrees and licensure to provide mental and behavioral health services to students.
- e. Service Provider must be committed to providing case consultation onsite for student support services teams and administrators.

* Service Providers with an existing collaborative relationship with the District are preferred.

6. Proposal Submittal. All proposals must comply with the requirements set forth by the District. Proposals should address the following:

- a. General Information.
 - i. Provider name.
 - ii. Provider telephone number.
 - iii. Provider email address.
 - iv. Name of Provider contact person.
- b. Commitment to School Based Behavioral Health.



- i. Outline how the services you provide will fulfill the scope of services.
 - ii. Indicate evidence of any current relationship with the District.
- c. Describe the following:
- i. Provider's intake and assessment process.
 - ii. Provider's process for monitoring and evaluating services; the discharge planning process.
 - iii. Provider's process for consultation and collaboration with school staff; and the capacity regarding the number of students that could be served.
- d. To the extent possible, list all clinical staff/therapists and supervisors (by name, if known) that will be involved in the delivery of Services, as well as any applicable licensure/certification possessed by staff and supervisors.
- e. Provide sufficient evidence that your organization understands and has the capability to provide all required Services as specified in this plan.
- f. Proposal must state whether proposer has any professional, business, or familial relationship with any current member of the Board of Education of the District or with any administrator of the District which may constitute a conflict of interest.

Should you have any question regarding the requested school based mental health services or this proposal requirements of this RFP, please email questions to Nicole Sequeira, Director of Family Services, at Nicole_sequeira@idschools.org by no later than 2:00 PM on February 18, 2022.

7. **Proposal Withdrawal.** Any Contractor may withdraw Contractor's proposal prior to March 4, 2022. No proposal shall be withdrawn for thirty (30) days after the scheduled closing time for receipt of proposals.
8. **Proposal Evaluation and Selection.** The contract will be awarded to the Provider submitting the proposal complying with this RFP which is most advantageous to the District with price and other factors considered. The Provider selected will be notified at the earliest practical date. The decision regarding acceptability of any Provider's qualifications/proposal shall remain entirely with the District, at the District's sole discretion.

The District reserves the right to reject any or all proposals, to waive any informalities or technical defects in proposals, and unless otherwise specified by the District, to accept any item or groups of items in the proposal, as in the best interest of the District.

The District notifies all proposers that minority business enterprises will be afforded full opportunity to submit proposals in response to this Request and will not be discriminated against on the grounds of race, color, or national origin in consideration of an award. Proposer agrees that should any person who performs work because of race, religion, color, sex, national origin, or ancestry.



9. **Acceptance Period.** By submitting a proposal, Providers agree that all proposal offers shall be firm for one hundred and twenty (120) days to allow for a signed contract. After that, any proposed prices shall be good for one (1) calendar year from March 15, 2022, unless mutually agreed upon.
10. **Contract Negotiation.** By submitting a proposal, each Provider acknowledges and agrees that the Board's selection of their agency shall in no way create a valid or binding contract between the Provider and the District. Any Provider submitting a proposal agrees, by submitting a proposal, that this RFP shall be made an exhibit to and incorporated into the final contract between the Provider and the District. Further, any Provider submitting a proposal agrees that the final contract between the submitting Provider and the District shall contain substantially the following terms. The submitting Provider further agrees that it will make no attempt to change, delete or otherwise modify the substance of these contractual terms, and further agrees that any attempt to do so shall be grounds for the District to reject the Provider's proposal or otherwise cease negotiations with the selected firm and select the next most advantageous proposal.
- a. **Counseling Space.** The District shall provide counseling-friendly spaces (confidential, non-stigmatizing, etc.) for Contractor's use in performing the Services at each applicable District school.
 - b. **Contractor's Representations.** Contractor represents and warrants that Contractor and all Contractor employees assigned to perform the Services required by this Agreement are qualified to and capable of performing the Services and, where applicable, have and will maintain for the duration of this Agreement any and all licenses and/or certifications necessary to provide the Services.
 - c. **Insurance.** Provider shall provide and maintain for the duration of this Agreement, insurance acceptable to and approved by the District. Provider will provide evidence of liability insurance for coverage of \$3,000,000 per year and \$1,000,000 per occurrence, and worker's compensation insurance if necessary under Missouri law.
 - d. **Sovereign Immunity.** The District preserves all immunities recognized at law. Nothing herein shall be construed as a waiver of Sovereign Immunity or Governmental Immunity by whatever name as set forth in common law, statutes, ordinances, regulations, the Missouri Constitution, and/or the United States Constitution, including but not limited to § 537.600 RSMo, et seq.
 - e. **Force Majeure.** In the event either party is unable to carry out any of its obligations under this Agreement due to causes beyond its control, including, but not limited to, acts of God, governmental or judicial authority, insurrection, riots, material shortages, fires, explosions, floods, acts of terrorism, pandemic, or other Force Majeure, this Agreement shall remain in effect but Contractor's obligation shall be suspended for a period equal to the disabling circumstances. However, in the event that Contractor is claiming an event of Force Majeure, Contractor must give the District prompt written notice describing the particulars of the Force Majeure, including but not limited to the nature of the occurrence and its expected duration, and must continue to furnish timely regular reports with respect thereto during the period of Force Majeure. Contractor agrees to use reasonable efforts to remedy its inability to perform during any period of Force Majeure.

- f. **Relationship of the Parties.** Nothing in this Agreement shall be construed as reserving to the District any right to exercise any control over or to direct in any respect the conduct or management of business or operations of Contractor. The entire control or direction of such business and operation shall be in and shall remain in Contractor, subject only to Contractor's performance of its obligations under this Agreement. Neither Contractor nor any person performing any duties engaged in any Work on behalf of Contractor shall be deemed an employee or agent of the District.
- g. **Hold Harmless.** To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the District, its Board of Education, Officers, Directors, Partners, Agents, Consultants, Employees and Subcontractors of each and any of them from and against all claims, costs, damages, losses and expenses (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals in all courts or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Services, provided that any such claim, cost, loss, damage or expense is attributable to any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with Contractor or a subcontractor for a part of the Services), or of anyone directly or indirectly employed by Contractor or by any subcontractor, or of anyone for whose acts the Contractor or its subcontractor may be liable, in connection with performing the Services.
- h. **Background Checks.** Prior to providing Services under this Agreement, Contractor shall have on file with the District two types of background checks for all employees or subcontractors' employees who will be working unescorted on/in any District campus and/or buildings. The two checks are:
 - a. Missouri Child Abuse or Neglect/Criminal Record Check
 - b. Missouri State Highway Patrol Criminal Record Check

Contractor shall provide these background checks to the District. All background checks are required to be on file and approved by the District, in the District's sole and absolute discretion, prior to authorization to proceed. The District will notify the Contractor of approved and unapproved background checks. It shall be the responsibility of the Contractor to ensure all of its employees and its subcontractors' employees are in compliance with District access security requirements.

Contractor shall not utilize an employee, including a subcontractor or his employee, on District property who is a registered sex offender.

Contractor, its employees, agents, subcontractors, and representatives shall comply with all District Wide Policies and Procedures, including the District's tobacco-free campus Policy.

- i. **Termination.** The District may issue the Contract at any time with or without cause upon thirty (30) days' notice.



- j. *E-Verify.*** Prior to commencement of the Services, Contractor shall provide to the District a sworn affidavit, substantially in the form of Appendix A, and other sufficient documentation to affirm its enrollment and participation in E-Verify, a federal work authorization program, or any other equivalent electronic verification of work authorization program operated by the United States Department of Homeland Security under the Immigration Reform and Control Act of 1986 (IRCA), with respect to the employees working in connection with this Agreement. Contractor shall also provide the District a sworn affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the Work.
- k. *Non-Waiver.*** No failure of either party to exercise any power or right this Agreement gives or to insist upon compliance with any obligation under this Agreement, and no custom or practice of the Parties that varies from the terms of this Agreement shall waive either party's right to demand full compliance with this Agreement.
- l. *Severability.*** In the event any court holds one or more clauses of this Agreement void or unenforceable, the Parties shall treat the clause or those clauses as separate and shall treat the remainder of this Agreement as valid and in full force and effect.
- m. *Notices.*** All notices, demands, requests, and other communications required or permitted hereunder shall be in writing. All such notices, demands, requests and other communications (and copies thereof) shall be deemed to be delivered: (a) if sent by messenger, upon personal delivery to the Party to whom the notice is directed; (b) if sent by telecopier, upon electronic or telephonic confirmation of receipt from the receiving telecopier; (c) if sent by reputable overnight courier, with request for next business day delivery, on the next business day after sending; or (d) whether actually received or not, two (2) business days after deposit in a regularly maintained receptacle for the United States mail, registered or certified, return receipt requested, postage prepaid, addressed as follows (or to such other address as the Parties may specify by notice given pursuant to this section):

TO THE DISTRICT:
Ms. Nicole Sequeira
Director of Family Services /McKinney-Vento Liaison
201 N. Forest Ave. Ste. 200
Independence, MO 64050
(816) 521-5599 ext. 10036
Nicole_sequeira@idschools.org

TO CONTRACTOR:
[Contractor Name]
[Contractor Address & Contact Information]

- n. **Headings.** The various titles and headings used in this Agreement are used solely for convenience and are not to be used to interpret or construe any word, clause, paragraphs, or subparagraph of this Agreement.
- o. **Governing Law, Jurisdiction and Venue.** This Agreement shall be governed and interpreted in all respects according to the laws of the State of Missouri. In the event either party must bring a legal or equitable action to enforce any of its rights under this Agreement, the venue for such actions shall be the Circuit Court of Jackson County, Missouri.
- p. **Non-Discrimination.** In performance of this Agreement, Contractor shall comply with all federal anti-discrimination and civil rights laws. Further, to the extent that § 34.600, RSMo. applies to this Agreement, Contractor hereby certifies pursuant to said statute that it is not currently engaged in and shall not for the duration of this Agreement engage in a boycott of goods or services from: the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.
- q. **Compliance.** In performance of this Contract, Contractor and all of Contractor's employees shall comply with all of the District's rules, regulations, policies, and procedures, and all applicable state and federal laws and regulations, including, but not limited to, including but not limited to 20 U.S.C. § 1232g, the Family Educational Rights and Privacy Act, (FERPA), 45 CFR §§ 160 and 164 ("HIPAA Privacy Rule"), Section 504 of the Rehabilitation Act of 1973, and the Individuals with Disabilities Education Act (IDEA).
- r. **Assignment.** Contractor may not assign or transfer any of its rights, burdens, duties, or obligations under this Agreement without the written consent of the District.
- s. **Subcontracting.** Contractor may not subcontract any of its rights, burdens, duties, or obligations under this Agreement without the written consent of the District.
- t. **Authority of Signatories.** The individuals signing this Agreement below certify they have obtained the appropriate authority to execute this Agreement on behalf of the respective parties.
- u. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall constitute an original and which, when taken together, shall constitute one entire Agreement. It shall be fully executed when each party whose signature is required has signed at least one counterpart even though no one counterpart contains the signatures of all the parties to this Agreement.
- v. **Entire Agreement.** This Agreement contains the entire Agreement of the Parties, superseding all other representations, inducements, promises, or agreements between them, oral or otherwise, prior to or contemporaneous, pertaining to the services called for under this Agreement.

Appendix A
FEDERAL WORK AUTHORIZATION PROGRAM AFFIDAVIT

I, _____, being of legal age and having been duly sworn upon my oath, state the following facts are true:

1. I am over twenty-one years of age; and know of the matters set forth.
2. I am employed by _____ (“Company”) and have authority to issue this affidavit on its behalf.
3. Company is enrolled in and participating in the United States E-Verify federal work authorization program regarding Company’s employees working in connection with the services Company is providing to, or will provide to, the District, to the extent allowed by E-Verify.
4. Company does not knowingly employ any person who is an unauthorized alien in connection with the services the Company is providing to, or will provide to, the District.

FURTHER AFFIANT SAYETH NOT.

By: _____
(individual signature)

For _____
(company name)

Title: _____

Subscribed and sworn to before me on this _____ day of _____, 202____.

NOTARY PUBLIC

My commission expires: