



PROCUREMENT SERVICES
Attention: Nick LaMattina, Coordinator

RFP NUMBER 212201

REQUEST FOR PROPOSAL FOR

**School-Based Health Care Services Funding
Sustainability Project**

Sacramento County Office of Education

IMPORTANT: Read all conditions and Instructions carefully.

Proposals must be received by October 15, 2021, at 3:00 p.m.

SACRAMENTO COUNTY OFFICE OF EDUCATION

NOTICE TO BIDDERS

Notice is hereby given that the Board of Education of the Sacramento County Office of Education ("County Office"), County of Sacramento, State of California, hereby calls for sealed proposals to be delivered electronically to the Procurement Services Department of said Board at the office of said Board, 10150 Missile Way, Mather, CA 95655, at 3:00 p.m. on October 15, 2021, for RFP #212201 School-Based Health Care Services Funding Sustainability Project.

These proposals shall be presented in accordance with specifications for the same which are on file with said Board at its office hereinabove mentioned. All proposals must be made on proposal forms obtained from said office of said Board and must be signed by the Bidder.

The Board reserves the right to accept or reject any and all proposals, waive any informality, and to be the sole judge of the responsibility of any bidder and of the suitability of the equipment, supplies, and/or services offered.

By order of the Board of Education, Sacramento County Office of Education of Sacramento County, State of California.

Publication: Sacramento Bee

Advertisement Dates: 9/22/2021, 9/29/2021

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TERMS AND CONDITIONS

1. DEFINITIONS:

- a. **State:** "State" as used herein means State of California.
- b. **Bidder:** "Bidder" as used herein includes an individual or company who submits a proposal, an individual or company to whom a Contract is awarded, and an individual or company who has entered into a Contract with the County Office.
- c. **County Office:** "County Office" as used herein means the Sacramento County Office of Education.
- d. **RFP:** "RFP" as used herein means this Request for Proposal, RFP #212201.

2. **NAME OF COMPANY:** Bidders shall specify the name or legal entity of their company and/or any fictitious name under which business is conducted. Proposals must be submitted under the correct name of the company and signed by an authorized representative of the firm.

3. **BIDDER'S RESPONSIBILITY:** Before submitting a proposal, Bidders shall carefully examine the specifications, and the forms of other contract documents. They shall fully inform themselves as to all existing conditions and limitations, and shall include in the proposal a sum to cover the cost of all items included in the specifications. No allowance will be made because of lack of such examination or knowledge.

4. **EXAMINATION OF RFP DOCUMENTS:** All Bidders shall be responsible for familiarizing themselves with the conditions and requirements of this Request for Proposal prior to submitting a proposal. Submission of a bid proposal shall be deemed a representation and certification by the Bidder that they:

- a. Have carefully read and fully understand the information that was provided by the County Office to serve as the basis for submission of this Offer.
- b. Have the capability to successfully undertake and complete the responsibilities and obligations of the Offer being submitted.
- c. Represent that all information contained in the Offer is true and correct.
- d. Did not, in any way, collude; conspires to agree, directly or indirectly, with any person, firm, corporation or other Bidder regarding the amount, terms or conditions of this Offer.
- e. Acknowledge that the County Office has the right to make any inquiry it deems appropriate to substantiate or supplement information supplied by the Bidder, and Bidder hereby grants the County Office permission to make these inquiries, and to provide any and all related documentation in a timely manner.

5. **PROPOSAL SUBMISSION DEADLINE:** Proposals will be received up to, but not later than **3:00 p.m. on October 15, 2021, at 10150 Missile Way, Mather, CA**

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95655. All proposals become property of the County Office and are considered an irrevocable offer for ninety (90) days following the scheduled date and time set for the proposal submission. Hard copies, E-mail, telegraphic or facsimile proposals or electronic offers and modifications will NOT be considered.

6. **INTERPRETATION OF DOCUMENTS:** If any person contemplating submitting a proposal for the proposed contract is in doubt as to the true meaning of any part of the contract documents or finds discrepancies, in or omissions from, the specifications, they may submit to the County Office a written request for an interpretation or correction hereof. The person submitting the request will be responsible for its prompt delivery. All inquiries must be submitted directly to Nick LaMattina, Coordinator, Business Support at nlamattina@scoe.net by 3:00 p.m. on October 4, 2021. All responses will be posted on the County Office Procurement Services website; [SCOE | Procurement Services](#). The County Office will not be responsible for any other explanation or interpretation of the RFP documents.
7. **ADDENDA OR MODIFICATION OF RFP RESPONSE:** The County Office may modify this RFP before the date scheduled for submission of proposals by issuance of an addendum to all parties who received the RFP for the purpose of submitting a proposal. Addenda shall be numbered consecutively as a suffix to the RFP reference number. All addendums will be posted on the County Office's Procurement Services website; [SCOE | Procurement Services](#). All Bidders must acknowledge receipt of any and RFP addendums. Failure to acknowledge the receipt of any addendums may result in proposal rejection.

Alternatively, the Bidder may modify their proposal after its submission by written notice to the Coordinator, Business Support of withdrawal and resubmission before the date and time specified for receipt of proposals. Modification will not be considered if offered in any other manner.
8. **CLARIFICATION OF OFFERS:** In order to determine if an Offer is reasonable and acceptable for award, communication by the facilitator for the evaluation panel are permitted with a Bidder to clarify uncertainties or eliminate confusion concerning the contents of a proposal. Clarification may not result in a material or substantive change to the proposal. The evaluation by the facilitator may be adjusted as a result of a clarification under this section.
9. **ACCEPTANCE OR REJECTION OF PROPOSALS:** The County Office reserves the right to reject any and all proposals, or any and all times of any proposal, or waive any irregularity on any proposal, or to make awards on the basis of the proposal or proposals it deems most economical to the County Office and most desirable for its operational program.
10. **DISPOSITION OF PROPOSALS:** All materials submitted in response to the RFP will become the property of the County Office and will be returned only at the County Office's option and the Bidder's expense. The original copy shall be retained for official files and will become public record after the date and time for

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proposal submission, as specified. However, confidential financial information submitted in support of the requirement will be returned upon request.

11. **ASSIGNMENT:** Bidders may not assign or transfer, by operation of law or otherwise, any or all of their rights, burdens, duties, or obligations to the County Office without the prior written consent of the Coordinator, Business Support, Sacramento County Office of Education.
12. **FORCE MAJEURE CLAUSE:** The parties to the agreement shall be excused from performance during the time and to the extent that they are prevented from performing by act of God, fire, strike, loss, accident, or any other cause beyond the control of the parties provided that satisfactory evidence is presented and the failure to perform is not due to the fault or neglect of the Bidder.
13. **FEDERAL OR STATE REGULATIONS:** The Bidder's proposal and any Contract entered into are subject to all applicable statutes of the United States or of the State and all applicable regulations and orders of the federal or state governments now in effect or which shall be in effect during the period of such Contract.
14. **INDEPENDENT CONTRACTOR:** In performance of the services, duties and obligations assumed by the Bidder, it is mutually understood and agreed that the Bidder, including any and all of the Bidder's officers, agents, and employees, will at all times be acting and performing in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner, or associate of the County Office.

Bidder agrees that any and all persons performing any services and/or work whatsoever contemplated by this Contract and/or related or incidental thereto, shall be an employee of the Bidder and Bidder shall, by way of example but not by way of limitation, withhold federal and state income taxes as well as the required employee social security contribution of each said person. Bidder shall comply with all regulations regarding employees, and Bidder shall pay and/or contribute its required share as the employer of said persons.

Bidder acknowledges the fact that it is an independent contractor and is in no way to be construed as an employee of the County Office, nor are any of the persons employed by the Bidder to be so construed.

15. **HOLD HARMLESS CLAUSE:** The Bidder shall hold harmless, indemnify, and defend the County Office and the Board of Education, its officers, and its employees from every claim or demand which may be made by reason of:

Injury to person or property sustained by the Bidder or by any individuals, firms, or corporations in relation to Bidder's performance under the Contract. This requirement to hold harmless, indemnify, and defend the County Office, its employees, and the Board of Education is required whether caused by an intentional act, negligence, default or omission of the Bidder or of any person, firm, or corporation directly or indirectly employed by the Bidder in connection with the Bidder's performance under the Contract.

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The Bidder, at Bidder's own risk and expense, shall defend any legal proceeding or claim that may be brought against the Board of Education or the County Office, its officers, and its employees. The Bidder will also satisfy any judgment that may be rendered against the Board of Education, the County Office, its officers or its employees for injuries or damages sustained in connection with the Bidder's performance under the Contract.

16. **INSURANCE**

Comprehensive Auto and General Liability: During the term of the Contract, Bidder shall maintain comprehensive auto and general liability insurance of no less than two million dollars (\$2,000,000) single limit per occurrence, issued by an admitted insurer or insurers and defined by the California Insurance Code. The Sacramento County Office of Education, its officers, employees, and agents are to be named as additional insured under the policy. Proof of coverage shall be provided to the County Office on or before the effective date of the Contract. All required written endorsements naming the County Office as an additional insured under the insurance policy shall be provided to the County Office.

Workers' Compensation: During the term of the Contract, Bidder shall fully comply with the terms of the law of California concerning Workers' Compensation. Said compliance shall include, but not be limited to, maintaining in full force and affect one or more policies of insurance to insure against any liability Bidder may have for Workers' Compensation.

17. **INVOICE AND PAYMENTS**: Unless otherwise specified, Bidder shall render invoices in triplicate for materials delivered or services performed. Invoices shall be submitted under the same firm name as shown in the Contract.
18. **PERMITS AND LICENSES**: The Bidder and all employees or agents shall secure and maintain in force such licenses and permits as are required by law in connection with the furnishing of materials, articles, or services listed herein. All operations and materials shall be in accordance with the requirements of law.
19. **EQUAL EMPLOYMENT OPPORTUNITY**: In connection with the execution of this Contract, the Bidder will not engage in, nor permit such unlawful discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disabilities, mental disability, medical condition, marital status, sex, age, or sexual orientation of such persons.
20. **DRUG FREE WORKPLACE**: The Bidder shall maintain a drug-free workplace in accordance with the California Government Code.
21. **NON-COLLUSION**: Each proposal must be submitted with a fully completed Non-Collusion Affidavit on the form provided herein that complies with Public Contract Code section 7106.

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22. **ATTORNEY FEES:** If either party files an action or brings any proceeding against the other arising out of the Contract, the prevailing party shall be entitled to recover, as an element of the costs of the suit and not as damages, reasonable attorneys' fees in such an amount as the court may adjudge reasonable. The "prevailing party" shall be the party who is entitled to recover its costs of suit, whether or not the suit proceeds to final judgment. The party not entitled to recover its costs shall not recover attorneys' fees.

23. The proposal takes into account all potential and foreseeable contingencies.

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SPECIAL CONDITIONS

1. **AWARD OF PROPOSAL:** The Sacramento County Office of Education realizes that the various Bidders of a School-Based Health Care Services Funding Sustainability Project Proposal invited to this RFP differ considerably in concept, design, structure, methods, etc. Although the County Office reserves the right to reject any and all proposals or to waive any irregularities or informalities in any proposal or in the bidding, the award will be made to the responsive/responsible Bidder whose proposal represents, in the County Office's evaluation and judgment, the most advantageous combination of value to be delivered per dollar proposed. Responsiveness/responsibility of the Bidder will be determined by an evaluation that the Bidder is:
 - a. Qualified by experience to be a competent agency for services as put forth in this proposal and meets the requirements of the County Office; and
 - b. Financially responsible to complete the project as proposed.
2. **ADDENDA OR BULLETINS:** Any addenda or bulletins issued by the County Office during the time of bidding shall become a part of the proposal and contract documents.
3. **TERM OF AGREEMENT:** The agreement(s) resulting from this solicitation will be in effect for an initial term through June 30, 2022, or such date established by the agreement. The parties by mutual consent may renew the agreement for up to four (4) additional one (1) year periods. Additionally, Bidders are advised that the County Office reserves the right to terminate, without cause, any agreement resultant from this RFP at any time effective upon thirty-day written notice to the Bidder. Also, the County Office's obligation under any anticipated contract is subject to the availability of authorized funds.
4. **BIDDER AGREEMENT TO TERMS AND CONDITIONS:** Submission of a signed proposal will be interpreted to mean Bidder has agreed to all the terms and conditions set forth in the pages of this solicitation.

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SCHOOL-BASED HEALTH CARE SERVICES FUNDING SUSTAINABILITY PROJECT

The Sacramento County Office of Education, Sacramento, California, requests sealed proposals to be submitted for the following purpose and in accordance with each of the following conditions:

1. **PURPOSE:** The purpose of this Request for Proposal (RFP) is to provide the Sacramento County Office of Education (County Office) with completed cost for a School-Based Health Care Services Funding Sustainability Project.

This demonstration project is to create and/or increase the capacity of the local educational agencies (LEAs) in Sacramento County to provide health care services to their students which are self-sustaining by securing federal reimbursement and other revenue sources.

Several LEAs in the county claim reimbursement through the Local Educational Agency Medi-Cal Billing Option and the School-Based Medi-Cal Administrative Activities programs. However, revenues received appear to be declining and may not be sustainable even though the state expanded the providers and services eligible for reimbursement and allowed reimbursement for services provided to general education students in 2020. In addition, the County Office has implemented a Sacramento County School-Based Mental Health and Wellness (SCSBMHW) initiative through a partnership between Sacramento County and the County Office:

- The status of the county-run Primary Care Center (PCC) as a Federally Qualified Health Center (FQHC) has been extended to the participating schools, effectively making them satellite health centers of the PCC.
- The County Office has hired and trained the clinicians (LCSWs or LMFTs) as System Navigators in addition to their role as clinicians. To truly integrate into the functioning of the schools they serve, the clinicians are educators as well as clinicians, able to negotiate the education system as well as provide clinically appropriate direct services to the students and families being served.
- While the County Office is providing the programmatic deliverables (outreach, assessment, diagnosis, treatment, etc.), the county is conducting the billing for services.

This merging of systems for the purposes of programming and billing had not been done before through the FQHC mechanism for pulling down Medi-Cal dollars. As a result, this program is still building towards fiscal sustainability.

The objective of this project is to sustainably increase the health services provided to students in the county, increase LEA billing and reimbursement, improve audit outcomes, and decrease paperwork. This project will go through June 30, 2022 and involve up to thirteen school districts and the County Office. The budget for this project is \$125,000.

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2. **DESCRIPTION OF THE COUNTY OFFICE:** The Sacramento County Office of Education (SCOE) is one of 58 county offices of education in California. The County Office provides technical assistance, curriculum and instructional support, staff development, legal and financial advice, and oversight to Sacramento County school districts. The County Office plays a leadership role in the delivery of quality education to the students in Sacramento County. The County Office directly educates more than 30,000 children and adults, and provides support services to more than 246,000 students in 13 school districts.
3. **BIDDER QUALIFICATIONS:** In order to fulfill the necessary qualifications for providing the County Office with services to develop and support a School-Based Health Care Services Funding Sustainability Project, a qualified Bidder shall have:
 - a. Knowledge of the process to submit claims through the Local Educational Agency Medi-Cal Billing Option Program, the School-Based Medi-Cal Administrative Activities Program, and drawing down federal reimbursement for Medi-Cal services.
 - b. Experience working with school districts, county offices of education, the State Department of Health Care Services, county health departments, county behavioral health departments, Medi-Cal managed care plans, and private health care service plans and health insurers.
 - c. Experience in the legally compliant development and sustainable funding of general and special education health programs and supports in public schools, including Multi-Tiered System of Support, positive behavioral interventions and supports services for children under the federal Individuals with Disabilities Education Act and Section 504 of the federal Rehabilitation Act of 1973, public school contracting requirements, and relevant state and federal privacy protections.
4. **SCOPE OF WORK:** The vendor will create a demonstration project during the 2021-22 school year and a template for LEAs and the County Office to implement in subsequent years. The project will be completed no later than June 30, 2022. As part of the demonstration project, the vendor shall:
 - Determine the current capacity of LEAs within the county, with special consideration given to small LEAs, to participate in, contract with, and conduct billing and claiming in the Medi-Cal program.

Capacity considerations should, at a minimum, include the ability to: directly administer Medi-Cal billing for mental health services to obtain federal reimbursement; make recommendations for hiring school district staff to provide services to students and/or directly contracting out the work to community-based agencies; partner with another agency (CBO, SELPA, COE, CHA) to handle Medi-Cal billing and/or hire and supervise staff to provide services to students; manage the impact on cash flow of the Medi-Cal revenue model; plan

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for and/or absorb the impact of potential negative audit results; and integrate the work into the LEAs organizational structure.

- Identify options for LEAs in the county to participate in, contract with, and conduct billing and claiming in the Medi-Cal program; provide pros and cons for each; stress test their suitability and sustainability under differing circumstances; provide detailed examples of LEAs using them; and recommend which options or combination of options are most viable.

The options considered must, at a minimum, include: the Local Educational Agency Medi-Cal Billing Option Program; the School-Based Medi-Cal Administrative Activities Program; contracting or entering into a memorandum of understanding with Medi-Cal managed care plans as a participating Medi-Cal managed care plan contracting provider; contracting with or entering into a memorandum of understanding with county mental health plans for specialty mental health services, such as through the Early and Periodic Screening, Diagnostic and Treatment Program; and contracting with community-based providers to deliver health and mental health services to students through contracts with Medi-Cal managed care plans or county mental health plans.

The evaluation of the suitability and sustainability of the potential options shall consider the LEA's cost of providing health services compared to the reimbursement the LEA could receive for those services and the ability of the LEA to obtain reimbursement for services provided to Medi-Cal eligible, private insurance covered, and uninsured students.

- Explore emerging opportunities created by the state's implementation of the California Advancing and Innovating Medi-Cal (CalAIM) initiative which seeks to identify and manage risk and need through whole person care approaches and addressing Social Determinants of Health; move Medi-Cal to a more consistent and seamless system by reducing complexity and increasing flexibility, and improve quality outcomes, reduce health disparities; and drive delivery system transformation and innovation through value based initiatives, modernization of systems and payment reform.
- In combination with the options above, consider the viability of the County Office acting as an intermediary between the Sacramento County and the school districts in the county to provide health services as well as professional development, site coordination, and other health and wellness services.

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- Identify current LEA expenditures and other potential state, local, and private funding sources available to LEAs in the county for Certified Public Expenditures eligible to draw down Medi-Cal reimbursement.
- Recommend options for LEAs to ensure staff providing services to students meet licensing requirements to maximize Medi-Cal reimbursement.
- Recommend formal and informal structures to support the recommended options, including: financial commitments between partners; goals, outcomes, data collection, and sharing agreements; and assignment of primary decision makers and day-to-day liaisons between agencies.
- Recommend language for MOUs between partner agencies to define roles in partnerships and address staffing, facilities, HIPAA, FERPA, IDEA, and 504 Plans, access to student records, grievance procedures, and communication protocols.
- Develop programs and assist the County Office provide support to school districts, including: conducting regular trainings for staff involved in legal compliance; mitigation of audit risks; assistance with time studies and cost reports; creating forms, documents, and templates for audits, evaluation, and compliance; tracking data to evaluate billing and reimbursement practices; working with managed care plans on coordination and referrals; working with the Sacramento County LGA on the random moment time study; coordinating data sharing with the Sacramento County; navigating credentialing and licensing requirements for staff; recruitment, retention, and training of staff; and on-going technical assistance.

5. **PROPOSAL FORMAT:** Please submit three (3) copies of the requested information and any additional informational documentation you desire to include.

It is the intent of the County Office to solicit proposals that are complete yet concise, descriptive yet brief. To enable the evaluation committee to fairly evaluate each Offer, Bidders shall utilize the following proposal format:

a. Introduction

The Bidder shall provide a brief background of the company, company references, and identify any unique or distinctive features of their proposal that the Bidder wishes to be given particular attention by the evaluation committee.

Include responses to the following:

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- i. Describe your history, vision, and philosophy. Indicate the number of years you have provided services similar to those requested in this RFP.
- ii. A listing of three (3) references where similar services were performed in the last five (5) years. The client reference shall include the name of the organization, contact person, address, telephone numbers, and email addresses.

b. Narrative

Provide a comprehensive narrative of your response to this RFP including:

- i. A proposed work plan to complete the activities and deliverables included in the scope of work;
- ii. A management plan and all the roles including responsibilities and expertise of the individual/s that will contribute to the scope of work and provide resumes;
- iii. Provide a detailed approach to accomplish the overall objective of the project and provide recommendations which might enhance the results;
- iv. Provide a detailed description of how the approach to accomplish the overall objective of the project can meet the requirements of this RFP;
- v. The technical expertise and qualifications of the firm/individual, including areas of expertise, proven track record of success, and availability to complete the activities and deliverables included in the scope of work;
- vi. Additional information about the firm/individual as it may relate to this RFP.

c. Price Proposal

- i. Total cost to complete the project and cost for services expressed as an hourly rate, though it is recognized that the County Office may ultimately contract with the successful Bidder in any manner the parties deem appropriate and fees will be finalized as part of the contract negotiation.
- ii. Bidders must include a breakdown of all proposed costs associated with the proposed solution and related services to be provided. The proposal shall specifically provide; hours to be worked, cost per hour, and total cost. Each Bidder shall also detail all other items that will be charged to the County Office and include them in its total proposed.

6. **EVALUATION CRITERIA:** The committee evaluating the Offers submitted in response to this RFP may require any and all Bidders to clarify or elaborate on their proposal as well as to provide a presentation.

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The County Office reserves the right to add, remove, modify, or establish additional evaluation points for each criterion. If the County Office determines that additional steps are required to determine the best value, the County Office reserves the right to consider any or all of the following additional criteria; Bidder's experience, references and record of responsibility, or any other relevant factor that the County Office deems necessary to determine best value.

The County Office reserves the right to make an award without discussion with any Bidder, after Offers are received. Bidder response should therefore be submitted on the most favorable terms.

In making the determination which Offers are deemed acceptable and may be reviewed further, the County Office shall consider the following criteria during the evaluation process:

Selection Factors

- a. Organizational Experience and Qualifications – 20 Points
 - i. The demonstrated ability of the Bidder to provide the services, including references.
 - b. Plan for Delivery of Services – 25 Points
 - i. The adequacy and completeness of the plan offered addressing the scope of work. The management plan and the roles including responsibilities and expertise of the individual(s) that will contribute to the scope of work.
 - c. Program Description and Outcomes – 25 Points
 - i. The overall responsiveness and quality of the proposal, clearly stating the understanding of the purpose, scope, and objectives of the project, and demonstrating a practical approach and work plan and matching resources to achieve these objectives. The proposed program outcomes address the scope of work. The program is results oriented, with measurable outcomes.
 - d. Cost – 30 Points
 - i. The Bidder's cost to perform the services as specified in the scope of work. Costs will be weighted upon lowest price.
7. **AWARD:** The County Office shall evaluate all proposals submitted. The award will be based upon services offered, prior experience in providing a School-Based Health Care Services Funding Sustainability Project, availability of the firm or individual, references, and fees quoted. The County Office reserves the right to reject any or all proposal submitted without obligation to any firm responding to this announcement.

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CONTRACT

DATE: _____

PLACE: Sacramento, California

PARTIES: SACRAMENTO COUNTY OFFICE OF EDUCATION hereinafter referred to as "County Office", and _____, hereinafter referred to as "Contractor".

RECITALS:

- A. Contractor will provide services to create a School-Based Health Care Services Funding Sustainability Project in Sacramento County.
- B. It is the intention of County Office to create and/or increase the capacity of the local educational agencies (LEAs) in Sacramento County to provide health care services to their students which are self-sustaining by engaging a qualified firm for the fiscal year ending on June 30, 2022.

In consideration of the mutual covenants contained herein, the parties agree as follows:

- 1. Contract. County Office hereby contracts with Contractor and Contractor hereby contracts with County Office to provide services to the County Office in the manner and subject to the conditions set forth in the Contract, the Request for Proposal for School-Based Health Care Services Funding Sustainability Project, and the Proposal (hereinafter collectively referred to as "the Agreement"). The relationship between County Office and Contractor shall be one of independent contract and not employment. Contractor shall have the right to control the manner and means by which services are performed. All payments to Contractor shall be fees for services rendered, not wages, and not subject to the deductions required by law from wages.
- 2. Term. The term of the Agreement shall be for one (1) year, subject to Contractor's satisfactory compliance with the terms and conditions of the Agreement, commencing upon execution of the agreement.
- 3. Scope of Work:

The vendor will create a demonstration project during the 2021-22 school year and a template for LEAs and the County Office to implement in subsequent years. The project will be completed no later than June 30, 2022. As part of the demonstration project, the vendor shall:

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- Determine the current capacity of LEAs within the county, with special consideration given to small LEAs, to participate in, contract with, and conduct billing and claiming in the Medi-Cal program.

Capacity considerations should, at a minimum, include the ability to: directly administer Medi-Cal billing for mental health services to obtain federal reimbursement; make recommendations for hiring school district staff to provide services to students and/or directly contracting out the work to community-based agencies; partner with another agency (CBO, SELPA, COE, CHA) to handle Medi-Cal billing and/or hire and supervise staff to provide services to students; manage the impact on cash flow of the Medi-Cal revenue model; plan for and/or absorb the impact of potential negative audit results; and integrate the work into the LEAs organizational structure.

- Identify options for LEAs in the county to participate in, contract with, and conduct billing and claiming in the Medi-Cal program; provide pros and cons for each; stress test their suitability and sustainability under differing circumstances; provide detailed examples of LEAs using them; and recommend which options or combination of options are most viable.

The options considered must, at a minimum, include: the Local Educational Agency Medi-Cal Billing Option Program; the School-Based Medi-Cal Administrative Activities Program; contracting or entering into a memorandum of understanding with Medi-Cal managed care plans as a participating Medi-Cal managed care plan contracting provider; contracting with or entering into a memorandum of understanding with county mental health plans for specialty mental health services, such as through the Early and Periodic Screening, Diagnostic and Treatment Program; and contracting with community-based providers to deliver health and mental health services to students through contracts with Medi-Cal managed care plans or county mental health plans.

The evaluation of the suitability and sustainability of the potential options shall consider the LEA's cost of providing health services compared to the reimbursement the LEA could receive for those services and the ability of the LEA to obtain reimbursement for services provided to Medi-Cal eligible, private insurance covered, and uninsured students.

- Explore emerging opportunities created by the state's implementation of the California Advancing and Innovating Medi-Cal (CalAIM) initiative which seeks to identify and manage risk and need through whole person care approaches and addressing Social

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Determinants of Health; move Medi-Cal to a more consistent and seamless system by reducing complexity and increasing flexibility, and improve quality outcomes, reduce health disparities; and drive delivery system transformation and innovation through value based initiatives, modernization of systems and payment reform.

- In combination with the options above, consider the viability of the County Office acting as an intermediary between the Sacramento County and the school districts in the county to provide health services as well as professional development, site coordination, and other health and wellness services.
 - Identify current LEA expenditures and other potential state, local, and private funding sources available to LEAs in the county for Certified Public Expenditures eligible to draw down Medi-Cal reimbursement.
 - Recommend options for LEAs to ensure staff providing services to students meet licensing requirements to maximize Medi-Cal reimbursement.
 - Recommend formal and informal structures to support the recommended options, including: financial commitments between partners; goals, outcomes, data collection, and sharing agreements; and assignment of primary decision makers and day-to-day liaisons between agencies.
 - Recommend language for MOUs between partner agencies to define roles in partnerships and address staffing, facilities, HIPAA, FERPA, IDEA, and 504 Plans, access to student records, grievance procedures, and communication protocols.
 - Develop programs and assist the County Office provide support to school districts, including: conducting regular trainings for staff involved in legal compliance; mitigation of audit risks; assistance with time studies and cost reports; creating forms, documents, and templates for audits, evaluation, and compliance; tracking data to evaluate billing and reimbursement practices; working with managed care plans on coordination and referrals; working with the Sacramento County LGA on the random moment time study; coordinating data sharing with the Sacramento County; navigating credentialing and licensing requirements for staff; recruitment, retention, and training of staff; and on-going technical assistance.
4. Extra Work and Services. In the event circumstances indicate that additional services are required, in addition to those provided for in this

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Agreement, the Contractor agrees to notify the County Office in writing of all facts relative to those extraordinary circumstances, together with a written estimate of the additional cost to perform those services. The hourly rate of compensation shall be the average cost per hour, in the submitted proposal.

Throughout the year, the County Office may require additional services from the Contractor such as having consultants accessible to the County Office to answer questions of an unusual nature, or respond to questions of state or federal agencies related to the reimbursement claim package or processing. These services shall be provided at no additional fee during the tenure of the contract.

5. Compensation. All compensation to Contractor shall be paid in accordance with this Agreement and within days of receipt of invoices, subject to the approval of County Office business staff.
6. Substantial Change in Standards. If there is a substantial change in the standards required which either increases or decreases the amount of work necessary to comply with the completion of work as specified herein, the parties agree that either party may, after giving written notice to the other party, terminate the Agreement provided such notice is received by the other party no later than March 30 prior to the contract ending on June 30 of the year in which the services are to be performed.
7. Attorneys' Fees. In the event of any action or proceeding brought by either party against the other under the Agreement, the prevailing party shall be entitled to recover from the other party, fees of its attorneys in such action or proceeding in such an amount as the court may adjudge reasonable.
8. California Law. The Agreement shall be construed in accordance with and governed by the laws and decisions of the State of California.
9. Severance. The unenforceability, invalidity, or illegality of any provision of the Agreement shall not render the other provisions of the Agreement unenforceable, invalid, or illegal.
10. Entire Understanding/Headings. The Agreement sets forth the entire understanding between the parties with respect to the matters provided for herein and supersedes all prior agreements, covenants, arrangements, communications, representations or understandings, whether oral or written, by either party. Headings at the beginning of each numbered paragraph of the Agreement are solely for the convenience of the parties and are not a part of the Agreement.
11. Successors. The Agreement shall be binding on and inure to the benefit of the parties and their successors.

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12. Notices. All communications, notices, and demands of any kind which either party may be required or desire to give to or serve upon the other party shall be made in writing and either delivered personally or sent by first class mail, postage prepaid to the address set forth below. Any such notice shall be presumed to have been received by the addressee forty-eight (48) hours after posting in the United States Mail. Either party may change its address by giving the other party written notice of its new address.

13. Termination. The County Office hereby reserves the right to terminate this contract at any time. In the event of such termination, the Contractor shall be paid the reasonable value of all services rendered up to the date of such termination as may be determined by the County Office, and the Contractor hereby expressly waives any and all claims for damages or compensation arising under this contract, except as set forth herein, in the event of such termination.

To the County Office: Sacramento County Office of Education
Assistant Superintendent, Business Services
P.O. Box 269003
Sacramento, California 95826-9003

To the Contractor: _____
Firm Name

Address

City State Zip

Executed this _____ day of _____, 2021 at Sacramento, California

SACRAMENTO COUNTY OFFICE OF EDUCATION

BY: _____
TITLE: _____

CONTRACTOR

SACRAMENTO COUNTY OFFICE OF EDUCATION

BY: _____

TITLE: _____

SACRAMENTO COUNTY OFFICE OF EDUCATION

Firm Proposal/Offer Form

This Proposal/Offer Form must be duly executed and submitted with any proposal/offer to the County Office.

The Bidder hereby agrees that its proposal/offer is subject to all RFP 212201 provisions, terms and conditions, attachments, exhibits, amendments, and other applicable materials which are attached or incorporated by reference. Bidder hereby agrees to promptly enter into an agreement in substantial accordance with such RFP provisions, terms. and conditions.

The Bidder hereby agrees that its attached proposal/offer of which this is part, is a firm and irrevocable offer and valid for acceptance by the County Office for the period ninety (90) days after closing. The Bidder hereby agrees that if its proposal/offer is accepted by the County Office that it shall provide all of the services in accordance with the RFP, as it may be amended.

The Bidder is (Check One):
 Corporation
 Partnership
 Sole Proprietorship

If the Bidder is a Corporation, the bid should be signed with the name of the Corporation by an officer authorized to execute a bid on behalf of the Corporation. This Corporation is organized and existing under and by virtues of the Laws of the State of _____.
Federal Tax ID Number: _____.

If the Bidder is a Partnership, the bid should be signed with the name of the partnership by one of the partners.
Federal Tax ID Number: _____.

If the Bidder is unincorporated and a Sole Proprietorship, the bid should be signed with the name of the Sole Proprietor by that person.
Social Security Number: _____.

Name of Person Duly Authorized to Execute this Proposal/Offer: _____

Duly Authorized Signature: _____

Title: _____

Date of this Proposal/Offer: _____

Bidder Name: _____

Bidder Address: _____

Bidder Telephone: _____

Bidder Email: _____

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Note: This form is to be notarized by a Notary Public

Non-Collusion Affidavit

(Public Contract Code section 7106)

Non-Collusion Affidavit to be Executed by Bidder and Submitted with RFP for Substance Abuse Program and Education for the Sacramento County Office of Education

State of California }
 }ss.
County of }
“

_____ , being first duly sworn, deposes and says that he or she is _____ of _____ the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to secure any advantage against the public body awarding the Contract of anyone interested in the proposed Contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any depository, or to any member or agent thereof to effectuate a collusive or sham bid.”

Company Name _____

Company Address _____

Signature of Officer _____

Title _____

State of _____

County of _____

On _____ before me, _____
Date Name and Title of Officer (e.g. "Jane Doe, Notary Public")

Personally appeared _____
Name(s) of Signer(s)

Personally known to me – OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to within the instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary Public