



HENDERSON COUNTY PUBLIC SCHOOLS

414 Fourth Avenue West, Hendersonville, NC 28739-4261
Mark R. Garrett, Superintendent

Board of Public Education
Blair Craven, *Chairperson*
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Stacey Caskey
Shelia Dale
Alyssa Norman
Kathy Revis

HENDERSON COUNTY PUBLIC SCHOOLS REQUEST FOR PROPOSALS

RFP # 2023-08

TITLE SERVICES: School-based Behavioral Health Services

USING AGENCY: Henderson County Public Schools (HCPS)

ISSUE DATE: September 7, 2023

BID DEADLINE: Sealed Proposals subject to the conditions made a part hereof will be received until **2:00 p.m., Tuesday, September 19, 2023**, at the Henderson County Public Schools Administration Building, 414 Fourth Avenue West, Hendersonville, NC 28739, at which time they will be publicly opened and read. Proposals that are not sealed will be not accepted.

IMPORTANT NOTE: Indicate firm name and RFP number on the front of each proposal envelope or package, along with the date for receipt of proposals specified above.

Bids submitted via telegraph, facsimile (FAX) machine, telephone, and electronic means, including but not limited to e-mail, in response to this Request for Proposals will not be accepted.

Bids submitted after the above referenced deadline will not be accepted under any circumstance.

BID QUESTIONS: Questions concerning the specifications in this Request for Proposals will be received until **5:00 p.m. on Tuesday, September 12, 2023**. If any modifications to the specifications are necessary, an addendum will be posted with Henderson County Public School's response.

DELIVER ALL PROPOSALS DIRECTLY TO THE ISSUING AGENCY ADDRESS AS SHOWN BELOW:

<u>DELIVERED BY US POSTAL SERVICE</u>	<u>HAND DELIVERY</u>
RFP #: 2023-08 Henderson County Public Schools 414 Fourth Avenue West Hendersonville, NC 28739 Attention: Joni Huchzermeier, CLGPO	RFP #: 2023-08 Henderson County Public Schools 414 Fourth Avenue West Hendersonville, NC 28739 Attention: Joni Huchzermeier, CLGPO

IMPORTANT NOTE: Indicate firm name and RFP number on the front of each proposal envelope or package, along with the date for receipt of proposals specified above.

Direct all inquiries concerning this RFP in writing to:

Joni Huchzermeier, CLGPO, Purchasing Agent at jdhuchzermeier@hcpsnc.org

It is the Vendor's responsibility to assure that all addenda have been reviewed and, if need be, signed and returned.

THE PROCUREMENT PROCESS

The following is a general description of the process by which a firm will be selected to provide services.

1. Request for Proposals (RFP) is issued to prospective contractors.
2. A preproposal conference (if applicable) and/or deadline for written questions is five days prior to due date.
3. Proposals in one original will be received from each offeror in a sealed envelope or package. The original shall be signed and dated by an official authorized to bind the firm. Unsigned proposals will not be considered.
4. All proposals must be received by the issuing agency not later than the date and time specified on the cover sheet of this RFP.
5. At that date and time the package containing the proposals from each responding firm will be opened. The purchasing division will furnish bid tabs upon request.
6. At their option, the evaluators may request oral presentations or discussion with any or all offerors for the purpose of clarification or to amplify the materials presented in any part of the proposal. However, offerors are cautioned that the evaluators are not required to request clarification; therefore, all proposals should be complete and reflect the most favorable terms available from the offeror.
7. Proposals will be evaluated according to completeness, content, experience with similar projects, ability of the offeror and its staff, and cost. Award of a contract to one offeror does not mean that the other proposals lacked merit, but that, all factors considered, the selected proposal was deemed most advantageous to Henderson County Public Schools.
8. Offerors are cautioned that this is a request for offers, not a request to contract, and the Henderson County Public Schools reserves the right to reject any and all offers when such rejection is deemed to be in the best interest of Henderson County Public Schools.

GENERAL INFORMATION ON SUBMITTING PROPOSALS

1. **EXCEPTIONS:** All proposals are subject to the terms and conditions outlined herein. All responses shall be controlled by such terms and conditions and the submission of other terms and conditions, price lists, catalogs, and/or other documents as part of an offeror's response will be waived and have no effect either on this Request for Proposals or on any contract that may be awarded resulting from this solicitation.

Offeror specifically agrees to the conditions set forth in the above paragraph by signature to the proposal.

2. **CERTIFICATION:** By executing the proposal, the signer certifies that this proposal is submitted competitively and without collusion (G.S. 143-54), that none of our officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and that we are not an ineligible vendor as set forth in G.S. 143-59.1. False certification is a Class I felony.
3. **ORAL EXPLANATIONS:** The State/Henderson County Public Schools shall not be bound by oral explanations or instructions given at any time during the competitive process or after award.

4. **REFERENCE TO OTHER DATA:** Only information which is received in response to this RFP will be evaluated; reference to information previously submitted shall not be evaluated.
5. **ELABORATE PROPOSALS:** Elaborate proposals in the form of brochures or other presentations beyond that necessary to present a complete and effective proposal are not desired.

In an effort to support the sustainability efforts of the State of North Carolina we solicit your cooperation in this effort.

6. **COST FOR PROPOSAL PREPARATION:** Any costs incurred by offerors in preparing or submitting offers are the offerors' sole responsibility; the State of North Carolina/Henderson County Public Schools will not reimburse any offeror for any costs incurred prior to award.
7. **TIME FOR ACCEPTANCE:** Each proposal shall state that it is a firm offer which may be accepted within a period of 45 days. Although the contract is expected to be awarded prior to that time, the 45 day period is requested to allow for unforeseen delays.
8. **TITLES:** Titles and headings in this RFP and any subsequent contract are for convenience only and shall have no binding force or effect.
9. **CONFIDENTIALITY OF PROPOSALS:** In submitting its proposal, the offeror agrees not to discuss or otherwise reveal the contents of the proposal to any source outside of the using or issuing agency, government or private, until after the award of the contract. Offerors not in compliance with this provision may be disqualified, at the option of the State/Henderson County Public Schools, from contract award. Only discussions authorized by the issuing agency are exempt from this provision.
10. **RIGHT TO SUBMITTED MATERIAL:** All responses, inquiries, or correspondence relating to or in reference to the RFP, and all other reports, charts, displays, schedules, exhibits, and other documentation submitted by the offerors shall become the property of Henderson County Public Schools when received.
11. **OFFEROR'S REPRESENTATIVE:** Each offeror shall submit with its proposal the name, address, and telephone number of the person(s) with authority to bind the firm and answer questions or provide clarification concerning the firm's proposal.
12. **SUBCONTRACTING:** Offerors may propose to subcontract portions of the work provided that their proposals clearly indicate what work they plan to subcontract and to whom and that all information required about the prime contractor is also included for each proposed subcontractor.
13. **PROPRIETARY INFORMATION:** Trade secrets or similar proprietary data which the offeror does not wish disclosed to other than personnel involved in the evaluation or contract administration will be kept confidential to the extent permitted by NCAC T01:05B.1501 and G.S. 132-1.3 if identified as follows: Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL". Any section of the proposal which is to remain confidential shall also be so marked in boldface on the title page of that section. Cost information may not be deemed confidential. In spite of what is labeled as confidential, the determination as to whether or not it is shall be determined by North Carolina law.
14. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute 143-48 and Executive Order #150, the State/ Henderson County Public Schools invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.
15. **PROTEST PROCEDURES:** If an offeror wants to protest a contract awarded pursuant to this solicitation, they must submit a written request to the Purchasing Agent, Henderson County Public Schools, 414 Fourth

Avenue West, Hendersonville, NC 28731. This request must be received by the Purchasing Division within thirty (30) consecutive calendar days from the date of the contract award. Protest letters must contain specific reasons and any supporting documentation for the protest. Note: Contract award notices are sent only to those actually awarded contracts, and not to every person or firm responding to this solicitation. Contract status and award notices are available through the Purchasing Division or the project designer with contact information as shown on the first page of this solicitation. All protests will be handled pursuant to the North Carolina Administrative Code, Title 1, Department of Administration, Chapter 5, Purchase and Contract, Section 5B.1519.

16. **TABULATIONS:** Offeror's may call the Purchasing Division to obtain a verbal status of contract award.
17. **VENDOR REGISTRATION AND SOLICITATION NOTIFICATION SYSTEM:** NC electronic Vendor Portal (eVP) allows vendors to electronically register free with the State to receive electronic notification of current procurement opportunities for goods and services. Online registration and other purchasing information are available on the Internet web site: <https://evp.nc.gov/Account/Login/Register?returnUrl=%2F>
18. **RECIPROCAL PREFERENCE:** G.S. 143-59 establishes a reciprocal preference law to discourage other states from applying in-state preferences against North Carolina's resident offerors. The "Principal Place of Business" is defined as the principal place from which the trade or business of the offeror is directed or managed.

Purpose

Henderson County Public Schools is soliciting proposals from local mental health organizations to provide school-based mental and behavioral health services to elementary, middle, and high school students in Henderson County Public Schools during the 2023-2025 school years (December 1, 2023 - June 30, 2025). Based upon input from school staff, counselors, social workers, and administrators, this request is intended to result in effective behavioral health services and interventions that produce evidence of improved student health, behavior and academic outcomes.

Services may be renewed for an additional two years based upon performance and the availability of appropriate funding. Henderson County Public Schools intends to award the contract to an entity utilizing a comprehensive selection and evaluation process.

Co-located mental and behavioral health services within the school setting have gained national recognition as effective and cost-effective models for addressing student mental health needs, in particular students who otherwise do not have meaningful access to such services. Research studies on school-based mental health services point to measurable gains in academic achievement, declines in suspension and grade retention, and reductions in common childhood mental illness, such as anxiety, depression, and behaviors associated with conduct disorder and attention deficit/hyperactivity disorder. Co-located mental health professionals also serve an important role in helping schools create cultures of competence, growth and inclusion for all students and families.

Scope of Services

Henderson County Public Schools is seeking one or more of the services below. Please include pricing and other pertinent information in your bid package.

- Substance Abuse Services
- Rapid response and crisis intake services
- Trauma-informed care
- Resiliency-based services
- Psychiatric services
- Cognitive behavior (CBT), dialectical behavior (DBT), and/or multi-systemic (MST) therapies
- Individual and group therapy
- Comprehensive Clinical Assessments
- Health and Wellness Services
- Medication Management
- On-site Training and Consultation
- Day Treatment
- Access to On-Call Services for summer vacation, holidays, and after school hours

****HCPS proposes four (4) therapists serving our schools based on the schedule provided by HCPS. Please include your recommendations in staffing within your proposal.**

Agencies should offer proposals for mental health services that are provided individually, in groups and/or in collaboration with Henderson County School staff and with sufficient frequency to address the mental health needs of individual students. Successful providers/agencies must 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 including intensive in-home services and a wide variety of therapies aligned with student and family needs. Based on client needs, agencies must also be able to adjust services as quickly as the needs of the students change.

School-based mental health services must be consistent with the North Carolina Service Definition (MH/DD/SAS State-Funded Enhanced Mental Health Services), integrated into the school day to enhance the academic and behavioral performance of students, structured so as to minimize the loss of instructional time, and able to serve student and family needs on non-school days and during school breaks.

Applicants should address mental health services with an emphasis on trauma-focused strategies and other evidence based practices that can be implemented in both school and community settings. Treatment plans developed in collaboration with families and school personnel should help students to function appropriately in school, family, work, and community settings.

School based mental health services should be available for all students, regardless of ability to pay. Preference will be given to agencies that are able to access a variety of funding sources. All financial, licensing, insurance and accreditation obligations related to the provision of mental and behavioral health services will be the responsibility of the provider.

Mental and behavioral health services provided to HCPS students in school should be based on the following principles and guidelines:

- Applicants must propose to provide services to all schools in Henderson County Public School District.
- Applicants must include strategies designed to remove barriers to service and serve all students.
- Services should be proactive and positive, building on the strengths of the student, school and families.
- Services should include strategies for building strong alliances and collaboration among the HCPS Student Services Director, district and school administrators, student services staff, teachers, students, families and Multi-Tiered System of Support (MTSS) teams.
- Services should be least intrusive, least restrictive, responsive to individual needs, and support academic success.
- Services will only be provided to students following the receipt of parental consent.
- Services will be provided and supervised by a local mental health provider agency.
- All employees of the agency/provider shall agree to follow all applicable laws, regulations, and HCPS School Board Policies, and HCPS school rules, regulations, and procedures when providing services to HCPS students on school property.
- Providers/agencies will be responsible for necessary and appropriate billing, paperwork, signatures and release of information.
- Providers/agencies will see all referred students, when appropriate and regardless of the ability to pay. Applicants should demonstrate the ability to access a variety of funding, Medicaid and other types of insurance, private insurance panels and/or other types of reimbursement.

Program Components from Potential Providers

Providers must include all of the following components in the proposal for services.

- A description of how your agency will work in conjunction with Henderson County Public Schools, Vaya and/or other accreditation services to ensure authorization and delivery of appropriate, school-based services. Include a summary of other enhanced services provided to students and families.
- A detailed description of the therapeutic services, including how direct services will be provided to individual children, groups of children, and families in an educational setting. Particularly address how you will provide individual, group, or family therapy that support positive and measurable educational outcomes for students.
- A description of the timelines, procedures, and protocols from referral to service delivery.
- How providers and your agency will initiate the program, and how you plan to create and maintain professional working relationships within the school environment.
- A summary of personnel, their credentials, and their role at each site, including clinical supervision and management personnel, therapists, Qualified Professionals, para-professionals, and others.

- How the provider or agency plans to serve all students, including those that are not insured, not covered by Medicaid/Health Choice, who are otherwise not able to pay for services, or who possess private insurance.
- A description of all applicable pricing and financial information.
- How the provider or agency plans to provide services to language minorities, including Spanish-speaking students and families.
- How the applicant plans to address adequate staffing and treatment for new referrals and existing clients if there is staff turnover or an extended leave of absence.
- A plan for continuity of care over holidays, spring and summer breaks, and after hours, and how your agency plans to connect with schools to improve student outcomes when services are provided in other settings, such as Intensive In-home, MST, etc.
- A description of program outcomes, particularly positive and measurable educational outcomes, and how you will assess your agency's impact, determine when service or program changes are appropriate, evaluate program progress and provide regular program evaluation updates to Henderson County Public Schools.

Background Checks

1. Comply with NC House Bill 933, Section 21, (N.C.G.S. 115C-322.1). Contractor shall conduct background checks, at the provider's expense and not less than annually, on all providers and agency staff who may have contact with students in Henderson County Schools prior to such staff providing services on HCPS campuses. Checks must include the State Sex Offender and Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry. The contractor shall prohibit any contractual personnel listed with any such programs or registry from having direct interaction with students.
2. Provide Henderson County Public Schools a notarized statement certifying that none of its employees who have direct interaction with students are listed with these programs or registry within 30 days of the commencement of this contract.

Service Components Provided by Henderson County Public Schools

Henderson County Public Schools (HCPS) will provide the following required program components at no cost to the provider:

- Programs will be located in HCPS facilities, with counseling appropriate space allotted for regular service delivery, including utilities and maintenance.
- HCPS will collaborate with agencies to utilize our staff to the maximum extent necessary to achieve stated program outcome goals, if an approved program design requires such participation.
- HCPS will support participating students and families with School Counselors, School Social Workers, and HCPS building and district administrators and staff.
- HCPS staff will facilitate a referral and release process to assist with access of services.

Contract Term / Option to Renew

This agreement shall be for an initial term beginning December 1, 2023 and ending June 30, 2025. By mutual consent, the terms of this contract may be renewed for a maximum of two (2) additional (1) one-year terms. Prices quoted herein will remain in effect during the initial term of the contract. Any price increases after the initial term shall be discussed and agreed upon prior to exercising the renewal terms.

Henderson County Public Schools will make the decision at the end of the 1-year initial term whether they will exercise the renewal option. Should Henderson County Public Schools decide not to renew the contract; the vendor will be notified in writing.

Performance and Default

If the vendor fails to satisfactorily provide the supplies/services in accordance with these terms and conditions, Henderson County Public Schools will notify the vendor in writing and vendor will be given thirty (30) days to correct issues. Failure by the vendor to restore the services to the required level within the 30-day period shall constitute sufficient cause for termination of the contract by reason of default at the option of Henderson County Public Schools. In the event Henderson County Public Schools terminates this contract as provided herein, they may procure, in such manner as seems appropriate services similar to those so terminated.

Henderson County Public Schools reserves the right to cancel the contract without penalty for lack of appropriate funds. Contract award is contingent upon the availability of funds.

Historically Underutilized Businesses (HUB)

Pursuant to General Statute 143-48 and Executive Order #150, Henderson County Public Schools invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. "Historically Underutilized Businesses (HUBs) consist of minority, women and disabled business firms that are at least fifty-one percent owned and operated by an individual(s) of the aforementioned categories.

Please indicate below if your company falls within one of these categories:

Yes _____ No _____

Certificate of Insurance

Vendor shall furnish proof of insurance coverage according to the types and limits as specified in the attached NC General Terms and Conditions.

Award Criteria:

It is Henderson County Public School's intent to award a contract to one sole provider for the services as outlined in this document. The award will not be based solely on price. Henderson County Public Schools will award to the vendor deemed to be the most responsive and responsible in meeting the requirements listed in this Request for Proposal as determined by consideration of:

- Prices offered
- Offeror's approach to implementing the total program and required services
- Offeror's qualifications / experience (including past performance with Henderson County Public Schools)
- Ability to meet the required specifications and requirements listed in this Request for Proposals
- References

Henderson County Public Schools reserves the right to reject any or all bids for any or no reason.

EXECUTION

In compliance with this Request of Proposal, and subject to all of the conditions herein, the undersigned offers and agrees to furnish and deliver any or all items and provide the services herein, at the prices indicated and within the time specified herein. By executing this offer, I certify that this quote is submitted competitively and without collusion, that none of our officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and that we are not an ineligible vendor as set forth in G.S. 143-59.1. False certification is a Class I felony.

The bidder further declares that he has examined the Specified Terms and Conditions for this School Based Behavioral Health Services Request for Proposal, dated September 7, 2023 and has read all special provisions furnished prior to the opening of proposals; and that he has satisfied himself relative to the services and products to be provided.

All proposals shall be subject to the attached Specified Contract Terms and Conditions.

Failure to execute/sign quote prior to submittal shall render the quote invalid. Late quotes will not be accepted.

OFFEROR INFORMATION

OFFEROR: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE NUMBER:

FEDERAL EMPLOYER IDENTIFICATION NUMBER: _____

BY: _____
(Printed Name) (Title) (Date)

(Authorized Signature)

ACCEPTANCE OF PROPOSAL
(HENDERSON COUNTY PUBLIC SCHOOLS)

BY: _____ TITLE: _____ DATE: _____

STANDARD TERMS & CONDITIONS

The Contract, Henderson County Public School's Standard Terms and Conditions, and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements. All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

1. **E-Verify**: As required by N.C.G.S. § 143-133.3, Contractor certifies that it verifies the work authorization of each of its employees under the requirements of N.C.G.S. Article 2 of Chapter 64 ("E-Verify"). If Contractor utilizes a subcontractor of any tier, Contractor shall require all subcontractor(s) of any tier to comply with E-Verify requirements.
2. **Jessica Lunsford Act**: Under North Carolina law, certain sex offenders are prohibited from coming onto school campuses. Contractor agrees to conduct an annual check of the N.C. Sex Offender and Public Protection Registration Program, the N.C. Sexually Violent Predator Registration Program and the National Sex Offender Registry for all of its employees whose job involves direct interaction with students as part of the job. Henderson County Public Schools prohibits any personnel listed on such registries from being on any property owned or operated by Henderson County Public Schools and from having any direct interaction with students. As a term of this Contract, said checks must be performed by the Contractor and reported to Henderson County Public School's Superintendent or designee, if Contractor's employees will be working directly with students. **Under provisions set forth in the Jessica Lunsford Act under North Carolina law, Contractor certifies that by entering into a contract with Henderson County Public Schools, neither Contractor nor any employee or agent of Contractor, is listed as a sex offender on the N.C. Sex Offender and Public Protection Registration Program, the N.C. Sexually Violent Predator Registration Program, and/or the National Sex Offender Registry.**
3. **Termination**: The Contract may be terminated by either party hereto upon thirty (30) days written notice to the other. In the event the Contract is terminated pursuant to the provisions of this paragraph, Henderson County Public Schools shall have no obligation to compensate Contractor for services which have not been performed. Unless otherwise agreed by the Parties in writing, Contractor shall continue to provide services to Henderson County Public Schools during the thirty (30) day notice period, at the same rate of service performed by Contractor during the thirty (30) days prior to receipt of notice. If Contractor fails to do so, Henderson County Public Schools may retain any monies otherwise due to Contractor.
4. **Independent Contractor**: It is understood that Contractor executes the Contract as an independent contractor and that Contractor shall have the exclusive control over the means, methods and details of fulfilling its obligation under the Contract. The Contract is not intended and shall not be construed to create the relationship of principal-agent, master-servant, employer-employee, partnership, joint venture, joint enterprise, or association between the Parties or any of their owners, officers, directors, members, managers, partners, representatives, employees or agents. Contractor agrees to perform and discharge all obligations of an independent contractor under any and all laws, whether existing or in the future in any way pertaining to the tasks hereunder, including but not limited to Social Security laws, Workers' Compensation Insurance, income taxes, and State Employment Insurance taxes or

contributions; and Contractor will hold Henderson County Public Schools harmless against all such laws. Neither federal nor state local income tax, nor payroll tax of any kind shall be withheld or paid by Henderson County Public Schools on behalf of the Contractor or the employees of Contractor. No Worker's Compensation Insurance shall be obtained by Henderson County Public Schools concerning Contractor or Contractor's employees.

5. Audit: During and after the term of the contract, the State Auditor, or any Auditor contracted by Henderson County Public Schools, may be given access to persons and records of the Contractor that are generated as a result of, or are related to, the Contract for purposes of verifying accounts and data affecting fees or performance, as provided in G.S. § 143-49(9). Contractor shall keep all records for 3 years after the end of the contract period.
6. Discrimination: If applicable, Contractor and any subcontractors employed by Contractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.
7. Family Education Rights and Privacy Act: Contractor acknowledges that Henderson County Public Schools is subject to the Family Education Rights and Privacy Act (FERPA) (20 U.S.C. § 1232G; 34 C.F.R. 99). To the extent Contractor generates or maintains education records that are subject to FERPA, Contractor will comply with applicable FERPA requirements. Contractor will not access or make any disclosures of student education records to third parties without prior notice to and consent from Henderson County Public Schools or as otherwise provided by the law or the Contract. For purposes of the Contract, Henderson County Public Schools designates Contractor, as a school official with a legitimate educational interest in the education records of participating students to the extent access to Henderson County Public School's records is required by Contractor to carry out its services.
If, Henderson County Public Schools provides Contractor with personal identifiers as listed in N.C.G.S. §132-1.10 and in N.C.G.S. §14-113.20(b) or any other legally confidential information including "personally identifiable information" from student education records as defined by the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, and the implementing regulations in Title 34, Part 99 of the Code of Federal Regulations ("FERPA"), Contractor hereby certifies that collection of this information is necessary for the performance of Contractor's duties and responsibilities under the Contract. Contractor further certifies that it will maintain the confidential and exempt status of any Social Security number information, as required by N.C.G.S. §132-1.10(c)(1), and that it will not re-disclose personally identifiable information pursuant to FERPA or by any other State or Federal laws.
8. FERPA Electronically Stored Data Compliance: Contractor is expressly prohibited from selling or trading any education records or personally identifiable information acquired under the Contract. Furthermore, Contractor agrees not to attempt to re-identify students from aggregated data. Further, Contractor will not use any personally identifiable information or education records to advertise or market to students of Henderson County Public Schools or their parents. Any

personally identifiable information and education records held by Contractor pursuant to the Contract will be made available to Henderson County Public Schools upon request.

Contractor will store and process all data using appropriate administrative, physical, and technical safeguards to secure personally identifiable information and education records from unauthorized access, disclosure, and use. Contractor will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. Contractor will also have a written incident response plan, to include prompt notification to Henderson County Public Schools in the event of a security or privacy incident, as well as procedures for responding to a breach of data. Contractor agrees to share its incident response plan upon request. Contractor shall, for all personally identifiable data and education records in its possession and in the possession of any subcontractors, or agents to which it has transferred data as permitted herein, destroy or de-identify such data when such data is no longer needed to perform the Contract.

If Contractor experiences a security breach concerning any information covered by the Contract, and such breach is covered by N.C.G.S. §75.61(14), then Contractor will (a) fully comply with Contractor's obligations under the N.C. Identity Theft Protection Act, (b) immediately notify Henderson County Public Schools with the information listed in N.C.G.S. §75-65(d) (1-4), and (c) fully cooperate with the Board in carrying out its obligations under said Identity Theft Protection Act. Contractor will indemnify Henderson County Public Schools for any breach of confidentiality or failure of its responsibilities to protect confidential information, and for cost of notification of affected persons as a result of its accidental or negligent release of personally identifiable information or education records provided to Contractor pursuant to the Contract.

9. North Carolina Public Records Law: Contractor acknowledges that Henderson County Public Schools is subject to the requirements of North Carolina's Public Records Law ("NCPRL"), N.C.G.S. § 132-1, *et. seq.* The Contract and any related documents, papers, letters, maps, books, photographs, films, sound recordings, magnetic or other tapes, electronic data-processing records, artifacts, or other documentary material, regardless of physical form or characteristics, made or received by Henderson County Public Schools in connection with the transaction of the Contract may be considered a "public record," subject to disclosure under the NCPRL. Henderson County Public Schools is under no obligation to notify Contractor prior to its compliance of its duties under NCPRL.
10. Liability Insurance: It is understood and agreed between the parties that each person performing services under the Contractor shall be covered by Contractor for all actions, omissions, injuries or other liabilities occurring during the performance of the services, to the same extent as if such events occurred on Contractor's property.

During the term of the contract, the Contractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract. As a minimum, the Contractor shall provide and maintain the following coverage and limits:

Worker's Compensation – The Contractor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$150,000.00, covering all of Contractor's employees who are engaged in any work under the contract. If any work is subcontracted, the contractor

shall require the subcontractor to provide the same coverage for any of its employees engaged in any work under the contract.

Commercial General Liability - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability).

Automobile - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the contract. The minimum combined single limit shall be \$150,000.00 bodily injury and property damage; \$150,000.00 uninsured/under insured motorist; and \$1,000.00 medical payment.

Providing and maintaining adequate insurance coverage is a material obligation of the Contractor and is of the essence of this contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Contractor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the contractor shall not be interpreted as limiting the Contractor's liability and obligations under the contract.

The Contractor shall furnish a Certificate of Insurance as proof of the above coverages to Henderson County Public Schools prior to the effective date of Contract. Certificate will contain provision that the insurance coverages cannot be canceled, reduced in amount or coverage eliminated without 30 days written notice to Henderson County Public Schools. Owner's Protective insurance must list Henderson County Public Schools as a "Named Insured" as its interest may appear. Henderson County Public Schools reserves the right to require higher or lower insurance limits where warranted. Henderson County Public Schools shall maintain its usual and customary insurance coverage and/or coverage agreement.

11. Ownership of Work Product: All works authored, produced, developed, or reduced to practice by Contractor for the benefit of Henderson County Public Schools during its provision of the services in the Contract shall be owned by Henderson County Public Schools and Henderson County Public Schools shall have all common law, statutory, and other reserved rights therein.
12. Indemnification: **CONTRACTOR, FOR ITSELF AND ITS EMPLOYEES, AGENTS, VOLUNTEERS AND PARTICIPANTS, DOES HEREBY INDEMNIFY AND HOLD HARMLESS, HENDERSON COUNTY PUBLIC SCHOOLS, ITS BOARD MEMBERS, OFFICERS, EMPLOYEES, AND AGENTS, FROM AND AGAINST ALL CLAIMS, CAUSES OF ACTION, DAMAGES, LOSSES, COSTS, ATTORNEYS' FEES AND LIABILITY ARISING OUT OF OR RESULTING FROM CONTRACTOR'S PERFORMANCE HEREUNDER AND HEREBY ASSUMES THE RISK OF INJURY OR LIABILITY AND AGREES NOT TO SUE HENDERSON COUNTY PUBLIC SCHOOLS FOR ANY INJURY OR LIABILITY ARISING OUT OF OR RESULTING FROM CONTRACTOR'S PERFORMANCE HEREUNDER.**
13. Anti-Trust: The Contract has been entered into in compliance with state and federal antitrust laws. Contractor certifies by entering into the Contract:

- a) That the Contractor and/or any of its Principals is not presently debarred, per the State's website (<http://ncadmin.nc.gov/government-agencies/procurement/contracts/debarred-vendors>) and Federal Excluded Parties List (www.sam.gov/portal/public/SAM); or suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into the Contract by any federal agency or by any department, agency or political subdivision of the State.
- b) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).
- c) The Contractor shall provide immediate written notice to Henderson County Public Schools if, at any time, Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- d) The certification in this section is a material representation of fact upon which reliance is placed by Henderson County Public Schools in making the Contract. If it is later determined that Contractor knowingly rendered an erroneous certification, in addition to other remedies available to Henderson County Public Schools, then Henderson County Public Schools may terminate the Contract for default.

14. Travel Expenses: Unless otherwise stated in the Contract, the agreed upon price for the services provided herein includes travel expenses, accommodation expenses and any and all other expenses, costs, and remuneration (including, but not limited to, equipment, tools, and supplies) the Parties have agreed to unless otherwise provided for in the Contract.

15. Affiliation: Contractor shall not represent itself as affiliated with or endorsed by Henderson County Public Schools without the prior written consent. Contractor shall not use any of Henderson County Public School's logos, images, trademarks, or copyrights without prior written consent. The Contract shall not be used for advertising by Contractor without prior approval of Henderson County Public Schools.

16. Assignment: Unless agreed to in writing by Henderson County Public Schools, the Contract is not assignable. Any attempt to assign the Contract to any third party shall be null and void and shall relieve Henderson County Public Schools of any further liability under the Contract.

17. Compliance with Law & Board Policy: Contractor agrees to comply with all federal and State laws, rules, regulations, administrative requirements, and Board of Education Policies and Procedures applicable to its provision of the services. Contractor declares that it has complied with all federal, state, and local laws and regulations regarding business permits, certificates, and licenses that may be required to carry out the work to be performed under the Contract.

18. Attorney's Fees: In the event of a dispute between the Parties regarding the enforceability of the Contract, each party shall be responsible for its own attorney's fees.

19. Choice of Law: The Parties agree that the Contract was entered into in the State of North Carolina and that the laws of North Carolina shall govern the Contract, as to interpretation and

performance. It is further agreed that the place of the Contract, its situs and forum, will be in the county in North Carolina where Henderson County Public School's Central Office is located.

20. Venue: The Parties agree that the proper venue for any claims brought hereunder is in the county in North Carolina where Henderson County Public School's Central Office is located.
21. Force Majeure: Neither party shall be responsible to the other for any losses resulting from the failure to perform any terms or provisions of the Contract if the party's failure to perform is attributable to war, riot or other disorder, strike or other work stoppage; fire; flood; storm; illness; pandemic, communicable disease, or any other act not within the control of the party whose performance is interfered with, and which, by reasonable diligence, such party is unable to prevent. However, Henderson County Public Schools will be entitled to a refund for fees paid on account of services not rendered by Contractor including any and all deposits.
22. Non-Appropriation: Henderson County Public Schools agrees to duly request the appropriation of funds from its funding sources for all payment amounts specified in the Contract through its annual funding request at levels consistent with the prior fiscal year. Notwithstanding anything to the contrary herein, if the funds that Henderson County Public Schools requests for a fiscal year are reduced or not appropriated, Henderson County Public Schools will not be obligated to pay amounts due beyond the end of the last fully funded fiscal year. If a non-appropriation event occurs, Henderson County Public Schools will notify Contractor, the Contract will terminate at the end of the last fiscal year for which funds were fully appropriated, and Henderson County Public Schools will not be in default or material breach of the Contract.
23. Integration & Amendment: The Contract is fully integrated and represents the entire understanding between the Parties. The Contract may be modified or amended only by written instruments signed by both Parties. Unless explicitly stated in the Contract, nothing contained in the Contract is intended to benefit any third party. The Contract shall be deemed to have been drafted by both Parties and any ambiguities in the construction of the Contract shall not be construed solely against Henderson County Public Schools.
24. Severability: The Contract is severable and if any provisions of the Contract are deemed invalid or illegal by a court of competent jurisdiction, the other remaining provisions of the Contract shall remain valid and enforceable.
25. Execution: The Contract may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute and be construed as one and the same instrument.
26. Authority: Both Parties executing the Contract acknowledge that they have authority to bind their respective party to the terms and conditions set forth in the Contract.
27. Sovereign Immunity: Notwithstanding any other term or provision in the Contract, nothing herein is intended nor shall be interpreted as waiving any claim or defense based on the principle of sovereign or governmental immunity or other State or federal constitutional or statutory provision or principle that otherwise would be available to Henderson County Public Schools under applicable law.

28. Pre-Audit Certification: Execution of the Pre-Audit Certification on the Contract and/or purchase order is a condition precedent to the effectiveness of the signatures
29. Acknowledgment: The undersigned represents and acknowledges that they have carefully read the entire Contract (and any attachments), understand the Contract (and any attachments) and its consequences, and knowingly and voluntarily enter into the Contract.
30. Iran Divestment / Divestment From Companies that Boycott Israel: By acceptance of the Agreement, Contractor affirms that it, or any Subcontractor hired by Contractor, is not listed on the *Final Divestment List* and *Parent and Subsidiary List* located at <https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-Divestment-Act-Resources.aspx>, which was created by the N.C. State Treasurer pursuant to N.C.G.S. 147-86.58. It is the responsibility of each Contractor to monitor its Subcontractor's compliance with this restriction.
31. Notice: Any notice required or desired to be given under the Contract shall be deemed given if in writing and sent by certified mail to the principal office of Henderson County Public Schools at:
414 Fourth Avenue West
Hendersonville, NC 28739
Attention: Purchasing Agent
32. Subcontracting: Contractor shall not subcontract any portion of the work to be performed under this Contract without prior written approval of Henderson County Public Schools.
33. Performance and Default: If, through any cause, the Contractor shall fail to fulfill in timely and proper manner the obligations under this Contract, Henderson County Public Schools shall have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items under this contract prepared by the Contractor shall, at the option of, Henderson County Public Schools, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials. Notwithstanding, the Contractor shall not be relieved of liability to Henderson County Public Schools for damages sustained by Henderson County Public Schools by virtue of any breach of this Contract, and Henderson County Public Schools may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due Henderson County Public Schools from such breach can be determined.

In case of default by the Contractor, Henderson County Public Schools may procure the services from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

In addition, in the event of default by the Contractor under this contract, Henderson County Public Schools may immediately cease doing business with the Contractor, immediately terminate for cause all existing contracts Henderson County Public Schools has with the Contractor, and de-bar the Contractor from doing future business with Henderson County Public Schools.

Upon the Contractor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Contractor, Henderson County Public Schools may immediately terminate, for cause, this contract and all other existing contracts the Contractor has with it, and de-bar the Contractor from doing future business.

34. Payment Terms: Payment terms are Net not later than 30 days after receipt of correct invoice(s) or acceptance of services, whichever is later, or in accordance with any special payment schedule identified in this Contract. Henderson County Public Schools is responsible for all payments to the Contractor under the contract.
35. Care of Property: The Contractor agrees that it shall be responsible for the proper custody and care of any property furnished it for use in connection with the performance of this contract or purchased by it for this contract and will reimburse Henderson County Public Schools for loss of damage of such property.
36. Criminal Background Checks: Contractor certifies that as of the date of the signed contract, or acceptance of a purchase order, background checks have been performed for all personnel who will have any type of direct contact with the students and staff of Henderson County Public Schools in the performance of this contract. Contractor shall provide a complete list of names and job related duties of all personnel that will be assigned in any capacity to handle Henderson County Public School's account. Copies of background checks for all personnel will also be included. Contractor shall notify Henderson County Public Schools immediately and provide required information should changes in personnel occur, or if any existing personnel is charged of any criminal activity.
37. Taxes: Any applicable taxes shall be invoiced as a separate line item. North Carolina G.S. § 143.59.1 bars the Secretary of Administration from entering into contracts with vendors if the vendor or its affiliates meet one of the conditions of G.S. § 105-164.8(b) and refuses to collect use tax on sales of tangible personal property to purchasers in North Carolina. Conditions under G.S. § 105-164.8(b) include: (1) Maintenance of a retail establishment or office, (2) Presence of representatives in the State that solicit sales or transact business on behalf of the vendor and (3) Systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. By execution of the Contract documents, the vendor certifies that it and all of its affiliates, collect(s) the appropriate taxes.
38. Warranty: Contractor warrants to Henderson County Public Schools that all equipment furnished will be new, of good material and workmanship, and agrees to replace promptly any part or parts, which by reason of defective material or workmanship shall fail under normal use, free of negligence or accident, for a minimum period of twelve (12) months from date of receipt. Such replacement shall include all parts, labor, and transportation cost to the location where equipment is down, free of any charge to Henderson County Public Schools.
39. Federal Uniform Administrative Requirements: Federal Funds. The Contractor shall make all necessary inquiries to correctly identify all sources of funding for Contract. If the source of funds for Contract is federal funds, the following federal provisions apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable), unless a more stringent state or local law or regulation is applicable: Equal Employment Opportunity (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland "Anti-Kickback" Act (40 U.S.C. 3145); Contract

Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. § 200.322); and Record Retention Requirements (2 CFR § 200.324).

Bid Checklist

Sealed proposals should be mailed or delivered to:

Henderson County Public Schools
414 Fourth Avenue West
Hendersonville, NC 28739
Hendersonville, NC 28739-4261
Purchasing Department
Attn: Joni Huchzermeier, CLGPO

Questions are due no later than: 5:00pm Tuesday, September 12, 2023

Proposals are due no later than: 2:00pm Tuesday, September 19, 2023

Sealed proposal package should be labeled as follows:

RFP: 2023-08
Proposal for: School Based Behavioral Health Services
Due Date: 2:00pm Tuesday, September 19, 2023

Proposals must include the following:

1. Letter of Interest

2. All pages of the bid document

3. Firm Overview

The proposal should include firm name, firm address, firm telephone number, firm fax number, firm e-mail address, principal firm contact person, type of service typically performed by the firm, personnel resources available by discipline, existing mental health licensing, insurance information and incorporation information.

4. Background, Experience and Capacity

Describe the firm's background and experience in providing the services offered to students grades Kindergarten through 12, including the firm's capacity to provide administrative supports to manage the service (e.g. bookkeeping, accounting, insurance billing and clerical supports).

5. Scope of Services and Program Components

Firms submitting proposals should include a description of their overall background and philosophy of services to children and families as related to the Scope of Services. Provide a detailed response to each item requested under Program Components, including each service area offered; the specific services within each service area; the price of each service, and the frequency of such services.

6. Personnel, Licensing and Approval

List all key personnel qualifications and credentials required for positions the firm will commit to these services. Explain in detail how the provider will ensure accountability (background checks, education verification and licensure verification) of all its personnel working with students in Henderson County Public Schools, including how your firm will work in conjunction with HCPS to develop and secure approval of services via Vaya and/or other agencies.

7. References

List at least three (3) references with full name, addresses and phone numbers of past clients for whom similar services have been provided.