

REQUEST FOR PROPOSAL (RFP) FOR OCCUPATIONAL & PHYSICAL THERAPIST SERVICES MARCH 13, 2020

The North Penn School District (NPSD) is soliciting proposals for "Occupational and Physical Therapist Services" from qualified organizations for a term of three (3) years, August 10, 2020 through August 11, 2023.

Submission deadline: 1:00 p.m. on the 9th day of April, 2020. Location for submission of proposals:

North Penn School District Attn: Kristin Johnson, Assistant Director of Business Administration 401 E. Hancock St. Lansdale, PA 19446

Proposals should clearly indicate "NPSD OT & PT Services RFP" on the outside of the envelope. Faxed or e-mailed proposals will not be accepted.

The Request for Proposal for OT/PT Services specifications may be obtained from Ms. Kristin Johnson at johnsok@npenn.org as well as the district's website at www.npenn.org/bidspec. Any questions should be directed to Ms. Johnson by email at johnsok@npenn.org. Responses will be posted on the aforementioned website.

The North Penn Board of School Directors reserves the right to reject any or all proposals and to waive, at its discretion, any irregularities, mistakes, omissions, or informalities relative thereto.

No proposal may be withdrawn before 90 days after the date of the opening of the proposals. Tentative plans call for the North Penn Board of School Directors to review the proposals and to take action to award a contract at its regular meeting on Thursday, May 21, 2020. First round interviews are scheduled to be conducted the morning of Monday, April 20, 2020. If needed, second round interviews are scheduled to be conducted the afternoon of Tuesday, April 28, 2020.

I. RFP PROCESS AND OT/PT SERVICES OVERVIEW

1. Background and Objectives

With a student population of 12,761, North Penn School District (NPSD) is located in the north central section of Montgomery County, Pennsylvania, and a small portion of south central Bucks County, Pennsylvania, and is comprised of the municipal subdivisions of the Boroughs of Hatfield, Lansdale and North Wales and the Townships of Hatfield, Montgomery, Towamencin and Upper Gwynedd, all located in Montgomery County and a small portion of the Townships of Hilltown and New Britain located in adjacent Bucks County. Geographically, the 42.6 square mile area lies approximately 18 miles north of center-city Philadelphia, 20 miles south of Allentown, 10 miles west of Doylestown and 10 miles northeast of King of Prussia, Pennsylvania. In addition to the incorporated communities, there are several well-known unincorporated communities located within the School District including: West Point in Upper Gwynedd Township, Kulpsville in Towamencin Township, Montgomeryville in Montgomery Township and Line Lexington in New Britain Township.

NPSD is a School District of the Second Class, organized and existing under the laws of the Commonwealth of Pennsylvania (the "Commonwealth"). NPSD provides education services to students living within its community. The governing body of the School District is a board of nine school directors who are each elected for a four-year term. The daily operation and management of the School District is carried out by the administrative staff of the School District, headed by the Superintendent of Schools who is appointed by the Board of School Directors.

There are approximately 1,951 employees of the School District, including 1,061 teachers and administrators and 890 support personnel including secretaries, maintenance staff, custodial staff, school nutrition staff, transportation and teacher aides. The 2019-20 annual budget is \$273,977,289. More information about NPSD can be found at www.npenn.org.

NPSD is seeking proposals from providers qualified and experienced in providing therapeutic services. The vendors will have direct contact with students and/or district personnel delivering related services, curriculum, coaching or influencing instruction. The scope of work shall be completed by highly qualified licensed Occupational Therapists (OT), Certified Occupational Therapy Assistant (COTA), and Physical Therapists (PT).

NPSD will use the objective criteria specified within this RFP to review proposals and will select a vendor that meets the requirements of the RFP. Any agreement issued as a result of the RFP does not guarantee any minimum amount of service or payment. A provider shall not perform services for NPSD without a fully executed agreement. If a provider has a sample agreement, please submit the agreement with the proposal. A provider will be compensated by NPSD, for services satisfactorily performed in accordance with contract requirements.

Service providers must be in compliance with the Code of Federal Regulations. The provision of services pursuant to 34 CFR 300.138 through 300.143 must be provided by employees of a

public agency or through contract by the public agency with an individual, association, agency, organization, or other entity. [34 CFR 300.138(c)(1)] [20 U.S.C. 1412(a)(10)(A)(vi)(I)].

Occupational therapy (OT) services will enhance a student's ability to function in an educational program. These services are "provided by a licensed occupational therapist" and include:

- 1. "improving, developing, or restoring functions impaired or lost through illness, injury, or deprivation;
- 2. improving [a child's] ability to perform tasks for independent functioning if functions are impaired or lost; and
- 3. preventing, through early intervention, initial or further impairment or loss of function"

Occupational therapy services in schools may include such services as:

- 1. self-help skills or adaptive living (e.g., eating, dressing);
- 2. functional mobility (e.g., moving safely through school);
- 3. positioning (e.g., sitting appropriately in class);
- 4. sensory-motor processing (e.g., using the senses and muscles);
- 5. fine motor (e.g., cutting) and gross motor performance (e.g., walking, athletic skills);
- 6. life skills training/vocational skills; and
- 7. psychosocial adaptation.

Physical therapy means "services provided by a licensed physical therapist." These services generally address a child's posture, muscle strength, mobility, and organization of movement in educational environments.

Physical therapy may be provided to prevent the onset or progression of impairment, functional limitation, disability, or changes in physical function or health resulting from injury, disease, or other causes. Qualified providers of these services may:

- 1. provide treatment to increase joint function, muscle strength, mobility, and endurance;
- 2. address gross motor skills that rely on the large muscles of the body involved in physical movement and range of motion;
- 3. help improve the student's posture, gait, and body awareness; and
- 4. monitor the function, fit, and proper use of mobility aids and devices.

Providers of occupational therapy and physical therapy are members of the student's IEP team. Related services must be provided to the student if written into an IEP as long as the student is not absent from school. If the student is present and sessions are missed, those sessions must be made up in a timely manner. NPSD is audited for compliance with service delivery.

2. Term of Agreement

NPSD is interested in establishing a stable relationship with the awarded vendor. To do this, NPSD would like to develop an agreement with a term of three (3) years, August 10, 2020 through August 11, 2023.

NPSD may terminate this agreement for any reason at any time by giving ninety (90) days written notice to the provider of its intention to terminate as of the date specified in the notice. Should the provider terminate prior to the expiration of the agreement, NPSD costs to establish a new service agreement will be the responsibility of the terminating provider. If the provider fails to perform duties to the satisfaction of NPSD, or if the provider fails to fulfill in a timely and professional manner their obligations under this agreement, or if provider violates any of the terms or provisions of this agreement, then NPSD shall have the right to terminate this agreement effective immediately upon NPSD giving written notice thereof to the provider.

3. Selection Criteria

This is a NEGOTIATED procurement and as such, award will not necessarily be made to the provider(s) submitting the lowest priced proposal. Award(s) will be made to the provider(s) submitting the best responsive proposal satisfying NPSD requirements, price factors considered.

The committee evaluating the proposals submitted in response to this RFP may require any or all providers to give an oral presentation to clarify or elaborate on their proposal as well as to provide a demonstration. Upon completion of oral presentations or discussions, providers may be requested to revise any or all portions of their proposals.

NPSD will evaluate each provider's proposal in the areas of the proposed plan, experience, service capabilities, product quality, cost, and best value on the predetermined evaluation criteria below.

NPSD will evaluate each proposal received based upon the following criteria:

- **30 Points Program Plan:** The adequacy and completeness of the plan offered addressing the Scope of Services.
 - o Clearly defined components of service delivery and implementation
 - o Evidence of school-based therapy/instructional supports
 - o Clear explanation of organizational structure and contacts
- **40 Points Provider's Capabilities:** The demonstrated ability of the Provider to provide services.
 - o Vendor experience and level of knowledge
 - o List of references
 - o Resume(s)
 - o Ability to provide all necessary materials and supplies
 - o Explanation of how the vendor is organized and how its resources will be utilized
 - Adequate staff to serve an organization as large as NPSD over 2,000 students with disabilities enrolled
 - Ability to provide services in an inclusive environment if determined appropriate by the student's IEP team
- **30 Points Financial Proposal:** Reasonable and customary fees for providing services

4. Terms and Conditions

Be aware that this is a request for professional services, and not a competitive bid. NPSD is not required to conduct its request for professional services in accordance with competitive bidding laws, but is required to conduct the RFP in accordance with NPSD policy.

The terms and conditions of this proposal are that NPSD:

- Reserves the right to reject any or all proposals.
- Reserves the right to waive any irregularities or informalities and select the best proposal in the opinion of NPSD.
- May render the proposal invalid due to unauthorized modifications of proposal specification forms or terms.

5. Instructions for Submission of Applications

• Submission deadline: 1:00 p.m. of the 9th day of April, 2020. Location for submission of proposals:

North Penn School District Attn: Kristin Johnson, Assistant Director of Business Administration 401 E. Hancock St. Lansdale, PA 19446

A provider must submit an original application, three (3) copies of the application, and an electronic copy on a flash drive in a sealed envelope, clearly marked "NPSD OT & PT Services RFP." Late applications will not be evaluated.

- Proposals must be signed by an official authorized to bind the provider to the provisions of this RFP.
- NPSD will not accept faxed or electronic submission of proposals.

6. Schedule

- 1. Proposals received by North Penn School District: April 9, 2020, at 1:00 p.m.
- 2. 1st Round Interviews: April 20, 2020
- 3. 2nd Round Interviews (If Necessary): April 28, 2020
- 4. Award announcement: May 22, 2020
- 5. Contract review and execution: May 22, 2020-June 30, 2020
- 6. Contract Start Date August 10, 2020

7. Directions for Completion of Application

All applicants must provide applicant information using the standard forms provided in Attachment A – Applicant Contact Information and Attachment C – Certification of Proposal Documents. A secondary packet of information should be submitted to support the information requested in Attachment B – Additional Information to be Provided.

II. SCOPE OF SERVICES

This section describes the services NPSD intends to use as a customer. NPSD is seeking experienced and credentialed therapists to provide therapeutic and educational services based on students' needs.

Vendors are required to provide any materials, technology, and office supplies. Related service providers may use NPSD testing materials and protocols. NPSD internet and student access is provided as determined by service agreement and the scope of work. The services are based on IEPs which vary and fluctuate throughout the school year. Related service providers may provide services for students with disabilities enrolled in NPSD schools or in the early intervention process prior to enrollment.

- Pennsylvania licensed OTs and PTs to conduct initial evaluations and re-evaluations
 utilizing various assessment instruments and techniques to determine the need for
 continuing special education services for students identified with a disability or for
 identifying students suspected of having a disability requiring special education services
 and related services.
- Provide direct and/or indirect therapy services according to the student's IEP.
- Work collaboratively with a multidisciplinary team in completing the evaluations and providing services within state and federal mandated timelines.
- Participate in NPSD's Medicaid initiatives by tracking and documenting direct services for reimbursement.
- Accommodate a typical school calendar as well as any ESY deemed appropriate for school-based services.
- Must have familiarity with basic computer operations and applications and ability to learn and use an electronic software program for writing reports.
- Must complete IEPs, section 504 documents, and Progress Reports based on student goals from the IEP. Progress reports should reflect quantifiable progress.
- An itemized invoice form detailing specific student services rendered each month will be generated and furnished to NPSD for each therapy service provided. Must provide an invoice by the 15th of each month for the prior month.
- Must have own transportation and be willing to travel throughout NPSD.
- Reimbursement will include, but is not limited to, the following: on-site evaluation/consultation/treatment time; off-site follow-up documentation/consultation time; and travel time between NPSD buildings.

Insurance

NPSD will require the provider, at the provider's expense, to provide professional liability, general liability, and workers compensation insurance as required in the general conditions of these specifications and to name the NPSD as an additional insured. The provider is required at all times during this contract period to provide insurance coverage as follows:

- 1. General Liability Coverage \$1,000,000
- 2. Professional Liability Coverage \$1,000,000
- 3. Workers Compensation Each Accident \$ 1,000,000
- 4. Workers Compensation Each Disease/Per Employee \$ 1,000,000
- 5. Workers Compensation Each Disease/Policy Limit \$ 1,000,000

Right to Monitor and Audit

NPSD shall have the right to monitor all work performed, as well as to review all records and procedures to ensure that the expenditure of funds is in conformity with this agreement and applicable Federal and State regulations.

Providers are required to provide a copy of a certificate of liability insurance to NPSD prior to commencement of services.

Record Retention

Provider shall maintain and preserve all records related to this agreement in its possession (or will ensure the maintenance of such records in the possession of any third-party performing work related to this agreement) for a period of not less than seven (7) years from the effective date of this agreement or until all State audits are complete, whichever is later.

Confidentiality/Privacy

Personally Identifiable Information ("PII") is defined as an individual's first name or first initial and last name in combination with any one or more of the following data elements including, but not limited to: social security number, passport number, credit card number(s), clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts, etc.

To the extent that the work under this Agreement requires the provider to have access to PII, the provider shall, after receipt thereof, treat such PII as confidential and safeguard such information from unauthorized use and disclosure. Provider agrees to execute a Confidentiality Agreement protecting PII, when necessary, and further agrees not to appropriate such PII for its own use or to disclose such information to third parties unless specifically authorized by NPSD, in writing. If and when provider becomes aware of, or should reasonably have been aware of a breach of PII, Provider shall notify NPSD within two (2) business days

The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, and other applicable laws relating to the security and confidentiality of protected health information.

Non-Exclusive Agreement

Provider understands that this is not an exclusive agreement, and NPSD shall have the right to negotiate with and enter into agreements with others providing the same or similar services to those provided by provider, or to perform such services with provider's own forces.

Human Relations Act

The provisions of the Pennsylvania Human Relations Act, Act 222 of October 27, 1955 (P.L. 744) (43 P.S. Section 951 et. seq.) of the Commonwealth of Pennsylvania prohibit discrimination because of race, color, religious creed, ancestry, age, sex, national origin, handicap or disability, by employers, employment agencies, labor organizations, providers and others. The provider shall agree to comply with the provisions of this Act as amended that are made part of this specification. Your attention is directed to the language of the Commonwealth's non-discrimination clause in 16 PA Code 349.101.

Clearances

All provider staff members, who will work with NPSD students, must have all of the required Federal and State Criminal and Child Abuse clearances in effect during the duration of this contract. Original documentation of these clearances must be presented to the appropriate personnel who will make appropriate copies for NPSD records. All new or substitute individuals must provide this documentation before working with the students. At the time of this request for proposal, required clearances include:

- 1. Act 34, Section III of the Public School Code (Criminal Record Check)
- 2. Act 151, Chapter 63 of 23 PA Consolidated Statutes (Pennsylvania Child Abuse History)
- 3. Act 114 (F.B.I. Fingerprinting Clearances)
- 4. Act 168 (Sexual Misconduct/Abuse Disclosure Release)

Provider agrees to comply with the provisions of Act 168 of 2014, Employment History Review Law and, to the extent applicable, Act 126 of 2012, Child Abuse Recognition and Reporting Training.

Compliance with Policy/Law

Provider shall comply with all policies, procedures and regulations of NPSD as established and amended from time to time as well as all applicable state and federal laws and regulations, including but not limited to the provisions of the Pennsylvania Right to Know Law, 65 P.S. 67.101 et seq., regarding possession of public records by agency providers. In the event NPSD receives a request for access to a public record that is in the possession of Provider, NPSD shall notify the Provider of the request and Provider shall provide NPSD with the requested record in a timely manner so as to enable NPSD compliance with the Pennsylvania Right to Know Law.

ATTACHMENT A - APPLICANT CONTACT INFORMATION

NAME OF ORGANIZATION:	
CONTACT PERSON:	
STREET ADDRESS:	
CITY/STATE/ZIP:	
TELEPHONE NUMBER:	
E-MAIL ADDRESS:	
WEBSITE ADDRESS:	
FAX NUMBER:	
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ALL PROPOSALS MUST BE RECEIVED BY THE NORTH PENN SCHOOL DISTRICT BY 1:00 P.M. ON THE 9TH DAY OF APRIL, 2020. Location for submission of proposals:

Kristin Johnson, Assistant Director of Business Administration North Penn School District 401 E. Hancock St. Lansdale, PA 19446 johnsok@npenn.org www.npenn.org

ATTACHMENT B - ADDITIONAL INFORMATION TO BE PROVIDED

- Provide a description of the provider's experience in performing the required therapy services in school setting. Describe what type of provider you are, type of service history (occupational therapy, teaching auditorily impaired students, instructional support, years of experience, etc.). Provide resumes of the individual or staff to be assigned to work with NPSD, including their areas of expertise, years of experience, and licensure and/or teacher certification.
- 2. Provide current number of personnel on staff that would be available to accommodate the needs of NPSD. See Attachment D for current service needs.

Position	# of FTE to be Assigned for NPSD Needs	# of FTE not Currently Employed by Provider
Occupational Therapist (OTR)		
Physical Therapist (PT)		
Certified Occupational Therapy		
Assistant (COTA)		
Physical Therapy Assistant (PTA)		

- 3. Describe your customer service philosophy, standards, and structure and how they will be provided to NPSD. Include the contact information for the dedicated customer service representative(s) for the NPSD.
- 4. Service Costs
 - A. Occupational Therapist Per Hour Cost
 - B. Physical Therapist Per Hour Cost
 - C. Certified Occupational Therapy Assistant Per Hour Cost
 - D. Physical Therapy Assistant Per Hour Cost
 - E. Speech Per Hour Cost

	Year 1	Year 2	Year 3
	8/10/20-8/11/21	8/10/21-8/11/22	8/10/22-8/11/23
A) OTR (per hour)			
B) PT (per hour)			
C) COTA (per hour)			
D) PTA (per hour)			
E) Speech (per hour)			

- 5. Have the employees you would be assigning to this contract had continuing education training to enhance their skills for working with children with disabilities?
- 6. Have you previously had or do you currently have contracts with other school systems in Pennsylvania? If yes, identify those school systems for the purpose of providing a reference. Provide contact information and description of services.
- 7. Provide a description of experience in assisting districts that participate in Medicaid initiatives by tracking and documenting direct services for reimbursement.
- 8. Are you currently or have you within the last 10 years, been involved in litigation regarding OT/PT services? If yes, provide details.

ATTACHMENT C - CERTIFICATION OF PROPOSAL DOCUMENTS

The provider certifies by signing this document that they:

- 1. Have carefully read and fully understand the information in the RFP.
- 2. Have the capability to successfully undertake the scope of work herein and complete the responsibilities and obligations of the proposal being submitted.
- 3. Represent that the information contained in the proposal is true and correct.
- 4. Did not in any way collude, conspire or agree, directly or indirectly, with any person, firm, corporation, review committee member, NPSD employee or other proposer in regard to the amount, terms or conditions of this proposal.
- 5. Acknowledge that the NPSD has the right to make any inquiry it deems appropriate to substantiate or supplement information supplied by the proposer.

Company Name	
Signature	
Printed Name	
Title	
Date	

ATTACHMENT D - CURRENT NPSD OT/PT SERVICES

	S	<mark>chool Age PT Se</mark>	rvices	
School	Number of Students per week	Total Hours per week	Number of Students (ESY) per week	Total Hours per Week (ESY) per week
Bridle Path	18	15.37	0	0
Gwyn Nor	18	11.47	0	0
Gwynedd Square	29	22.79	0	0
Hatfield	23	11.91	0	0
Inglewood	14	5.94	0	0
Knapp	28	23.16	0	0
Kulp	20	21.62	1	.29
Montgomery	18	14.08	0	0
Nash	12	11.64	0	0
North Wales	17	9.97	0	0
Oak Park	12	5.9	0	0
Walton Farm	82	20.31	73	42
York Ave	5	2.21	0	0
Pennbrook	6	5.75	0	0
Penndale	15	11.21	0	0
Pennfield	20	3.78	24	10.93
NPHS	31	25.85	1	.63
Other Locations	16	6.16	7	6.18
TOTAL	384	229.12	106	60.03
		chool Age OT Se		
School	Number of Students per week	Total Hours per week	Number of Students (ESY) per week	Total Hours per Week (ESY) per week
Bridle Path	4	.16	0	0
Gwyn Nor	77	44.76	0	0
Gwynedd Square	113			-
Hatfield		58.45	0	0
	6	58.45 73	0	0
Inglewood	6 59	.73	0	0
Inglewood	59	.73 19.83	0	0
Knapp	59 95	.73 19.83 81	0 0 1	0 0 .25
Knapp Kulp	59 95 94	.73 19.83 81 48.61	0 0 1 1 1	0 0 .25 .72
Knapp Kulp Montgomery	59 95 94 70	.73 19.83 81 48.61 29.54	0 0 1 1 0	0 0 .25 .72 0
Knapp Kulp Montgomery Nash	59 95 94 70 59	.73 19.83 81 48.61 29.54 33.52	0 0 1 1 0 0	0 0 .25 .72 0
Knapp Kulp Montgomery Nash North Wales	59 95 94 70 59	.73 19.83 81 48.61 29.54 33.52 24.34	0 0 1 1 0 0	0 0 25 .72 0 0
Knapp Kulp Montgomery Nash North Wales Oak Park	59 95 94 70 59 69	.73 19.83 81 48.61 29.54 33.52 24.34 21	0 0 1 1 0 0 0	0 0 .25 .72 0 0 0
Knapp Kulp Montgomery Nash North Wales Oak Park Walton Farm	59 95 94 70 59 69 61 158	.73 19.83 81 48.61 29.54 33.52 24.34 21 37.93	0 0 1 1 0 0 0 0 0	0 0 .25 .72 0 0 0 0 0 89.07
Knapp Kulp Montgomery Nash North Wales Oak Park Walton Farm York Ave	59 95 94 70 59 69 61 158 31	.73 19.83 81 48.61 29.54 33.52 24.34 21 37.93	0 0 1 1 0 0 0 0 0 0 165	0 0 25 .72 0 0 0 0 0 89.07
Knapp Kulp Montgomery Nash North Wales Oak Park Walton Farm York Ave Pennbrook	59 95 94 70 59 69 61 158 31 37	.73 19.83 81 48.61 29.54 33.52 24.34 21 37.93 11 9.39	0 0 1 1 0 0 0 0 0 0 0 165	0 0 .25 .72 0 0 0 0 0 89.07
Knapp Kulp Montgomery Nash North Wales Oak Park Walton Farm York Ave Pennbrook Penndale	59 95 94 70 59 69 61 158 31 37 45	.73 19.83 81 48.61 29.54 33.52 24.34 21 37.93 11 9.39 19.68	0 0 1 1 1 0 0 0 0 0 0 165 0	0 0 .25 .72 0 0 0 0 0 89.07 0
Knapp Kulp Montgomery Nash North Wales Oak Park Walton Farm York Ave Pennbrook Penndale Pennfield	59 95 94 70 59 69 61 158 31 37 45 68	.73 19.83 81 48.61 29.54 33.52 24.34 21 37.93 11 9.39 19.68 11.75	0 0 1 1 1 0 0 0 0 0 165 0 0	0 0 25 .72 0 0 0 0 89.07 0 0 0 32.17
Knapp Kulp Montgomery Nash North Wales Oak Park Walton Farm York Ave Pennbrook Penndale	59 95 94 70 59 69 61 158 31 37 45	.73 19.83 81 48.61 29.54 33.52 24.34 21 37.93 11 9.39 19.68	0 0 1 1 1 0 0 0 0 0 0 165 0	0 0 .25 .72 0 0 0 0 0 89.07 0