Date: March 18, 2011

Dear Prospective Vendor:

Subject: **REQUEST FOR SEALED PROPOSAL**

Attached to this memo is the Southwest Ohio Developmental Center's **Request for Sealed Proposal** for Psychiatrist Services. If you and/or your firm are interested, please review this document thoroughly and prepare a proposal accordingly. Should you have any questions, call me at (513) 735-8245. The deadline for submission of your proposal is **April 4, 2011 at 1:00 p.m.**

Thank you for your interest in providing services to persons with developmental disabilities who reside at Southwest Ohio Developmental Center.

Sincerely,

Lisa Wirick
Fiscal Officer
Enclosures

REQUEST FOR SEALED PROPOSAL

PSYCHIATRIST SERVICES

FOR THE PERIOD

JULY 1, 2011 THROUGH JUNE 30, 2013

OHIO DEPARTMENT OF
DEVELOPMENTAL DISABILITIES

SOUTHWEST OHIO DEVELOPMENTAL CENTER
4399 East Bauman Lane
Batavia, OH 45103
(513) 732-9200
FAX (513) 735-8236
TDD (513) 732-9222

Contracts subject to appropriation availability and approval of DODD and, if applicable, the Controlling Board, State of Ohio.

1.0 INTRODUCTION

1.1 Southwest Ohio Developmental Center (The Center) management intends to select an offer through this Request for Proposal (RFP) process to provide comprehensive clinical psychiatry services to residents of the Center.

1.2 Southwest Ohio Developmental Center is a Medicaid-certified Intermediate Care Facility (ICF) operated by the Ohio Department of Developmental Disabilities (DODD), serving approximately 117 persons with developmental disabilities.

2.0 SERVICES REQUIRED

2.1 The services consist of all items listed herein for Southwest Ohio Developmental Center, including all required labor and transportation, materials and equipment and items not specifically noted or shown as required for complete service, subject to any exclusions listed below. It is the intent of this document that vendors provide a single proposal covering all categories of work for this service.

2.2 Services required under this RFP are to:

2.2.1 Conduct psychiatric evaluations and consultation for all persons admitted to the Center as an initial admission.

2.2.2 Conduct psychiatric evaluations of and consult with residents of the Center referred by the Center's Medical Director.

2.2.3 Provide ongoing psychiatric treatment of residents of the Center, as indicated by need.

2.2.4 Attend special reviews of residents, as indicated by need.

2.2.5 Consult with and provide training to staff of the Center in relevant areas, including the use of psychotropic medications and their side effects and treatment of psychiatric problems experienced by persons with developmental disabilities.

2.2.6 Chair the weekly meeting of the Center's Psychotropic Medication Review Committee.

2.2.7 Consult with the Center's Psychologist.

2.2.8 Provide emergency psychiatric consultation and related on-call services to the medical and nursing staff of the Center through twenty-four (24) hours per day availability, each day of the contract period.

2.2.9 Consult with the Superintendent and the Nurse Director regarding the needs of residents and the performance of personnel employed by the Center to provide their healthcare services

2.3 The offeror shall provide a minimum of four (4) hours of clinical service time at the Center each calendar week.

(It is estimated that eight (8) hours of service time will need to be expended each week by the contract psychiatrist through his/her provision of on-site clinical services, in-hospital visitation and consultation with specialists in order to address the medical needs of the residents.)

2.4 The offeror shall provide services at the Center on an agreed upon (between chosen provider & superintendent) a routine and predictable schedule, any changes to this schedule shall be agreed at least two (2) weeks prior to the beginning of each calendar month.

3 .0 SPECIAL CONSIDERATIONS

3.0 The offeror shall identify the person(s) providing services under this RFP as the primary psychiatrist and at least one other physician who will provide back up psychiatrist services and on-call services, as outlined in this request, in the event that the primary care psychiatrist is unavailable due to illness, vacation or similar event.

3.2 Documentation shall be provided with the proposal to verify that each of the individuals who shall function as the primary care psychiatrist and the back-up psychiatrist for the Center meet the following minimum qualifications:

3.2.1 Current licensure in good standing to practice as a Psychiatrist in Ohio;

3.2.2 Board-certification by the American Board of Psychiatry and Neurology;

3.2.3 Consulting privileges at a hospital in the Greater Cincinnati area;

3.2.4 A minimum of two (2) years working experience as a psychiatrist treating persons with developmental disabilities.

3.3 The person(s) providing services under this RFP shall successfully complete a criminal background check prior to performing any services at the Center.

3.4 All services provided under this RFP shall meet the appropriate standard of the Federal Medicaid program for Intermediate Care Facilities (ICF).

3.5 The provisions of the Ohio Department of Developmental Disabilities Personal Service Contract will become part of the final agreement between the successful offeror and the Center.

3.6 The evaluation process resulting in the final award of this contract rests with the Center and the Ohio Department of Developmental Disabilities.

3.7 The Center and the Ohio Department of Developmental Disabilities reserve the right to determine that the award of a contract would not be in the best interest of the Center, the Ohio Department of Developmental Disabilities or the State of Ohio.

3.8 The Center and the Ohio Department of Developmental Disabilities reserve the right to accept or reject any and all offers, in whole or in part, and may determine that any irregularities or deviations from the specifications do not result in the offer being non-responsive, provided this does not affect the amount of the offer or result in a competitive advantage to the offeror.

4.0 PROPOSALS

4.1 All proposals shall be submitted in accordance with information provided in this document and may consist, as well, of an interview on site, if requested.

4.2 All proposals shall be in writing and signed by the person providing services or, in the case of companies, by an authorized representative on company letterhead.

4.3 All proposals shall be submitted on the basis of an hourly rate for each hour of service, or on a monthly rate for services to be provided during the contract period.

4.4 All proposals shall be guaranteed, until June 30, 2013.

4.5 SEALED PROPOSALS WILL BE RECEIVED BY:
Southwest Ohio Developmental Center
Attn: Business Office
4399 East Bauman Lane
Batavia, Ohio 45103

4.6 Deadline for Proposal:

Proposals will be received at the above address until **April 4, 2011 at 1:00 p.m.** and opened immediately thereafter. Proposals not received at SODC by the deadline will be returned to the sender unopened.

5.0 CONTRACTOR INFORMATION

5.1 A Contractors' Conference will be conducted from **11:30a.m. to 12:00 p.m.** at SODC **March 29, 2011**. Potential contractors can attend the conference at the Administration Building, Business Office Conference Room at 4399 E. Bauman Lane, Batavia, Ohio 45103. For directions to the site, call Lisa Wirick at 513-732-9200 or e-mail her at lisa.wirick@dodd.ohio.gov. Personnel from the SODC will be available during the conference to respond to requests for interpretation/clarification submitted to the SODC and DODD prior to the conference and to questions presented at the conference.

Responses to questions provided at the conference will be tentative until they have been confirmed in writing by the SODC and DODD. The written confirmation will be sent to all potential contractors who originally received the RFP, as well as any additional potential contractors who either attend the conference or submit written questions.

The potential contractor is strongly encouraged to attend the Contractors' Conference. Failure of the contractor to attend the conference, resulting in the contractor not being fully acquainted with the requirements of the RFP, will not be considered as a basis for additional compensation or reduced performance standards.

5.2 If the contractor finds any perceived conflict, error, omission, or discrepancy in the contract document as they pertain to this RFP, the contractor shall submit, before the Contractors' Conference, a written request for an interpretation or clarification to the individuals named immediately below, or present the written request at the Contractors' Conference.

Gregory R. Meyer
Operations Director
Southwest Ohio Developmental Center Center
4399 E.Bauman Lane
Batavia, Ohio 45103
Fax 513-735-8236
gregory.meyer@dodd.ohio.gov

Lisa Wirick
Fiscal Officer
Southwest Ohio Developmental Center
4399 E.Bauman Lane
Batavia, Ohio 45103
Fax 513-735-8236
lisa.wirick@dodd.ohio.gov

The center will send a written response to all such requests to all potential contractors after the Contractors' Conference. Requests for interpretation or clarification must be received by **4:30p.m.** on **March 30, 2011.**

6.0 SUBMISSIONS REQUIRED

6.1 Complete and submit with your proposal a "Contractor Information" form (attached), together with the W-9 form.

6.2 The name, *vitae*, Ohio-license number, BNDD or other appropriate controlled substance registration certificate number, and Board certification number of the persons to provide primary and primary backup psychiatrist services under the provisions of this RFP.

6.3 List of previous services performed to include facility name, complete address, telephone number, contact person and dates service was performed.

6.4 Any accommodation or special needs of any person providing services under the provisions of this RFP.

6.5 Fee schedule for compensation for all deliverables as described in this Request for Proposal.

6.6 Copy of Certificate of Liability Insurance ($1,000,000 Minimum Coverage).

6.7 Ohio Department of Public Safety (Form HLS 0038 2/06)

6.8 Submission of a NEW Affirmative Action Program Verification (first time applicant) http://das.ohio.gov/Eod/AAPV.htm

7.0 SCHEDULE

7.1 The term of the contract will extend from July 1, 2011 through June 30, 2013. Payments for these services will be made once per calendar month (30 Day Payment Terms) with the submittal of the following:

7.1.1 Contractor invoice for services rendered is required monthly.

7.1.2 Completed "Contract Payment Request" (DMR-0044), provided by the center.

8.0 EVALUATION CRITERIA

8.1 Scores will be given for each of the following items. The award will be given to the offeror with the highest cumulative score.

8.11 Persons to provide services as primary care psychiatrist and 'back-up' psychiatrist are Ohio-licensed physicians; are Board-certified by the American Board of Psychiatry and Neurology; have consulting privileges at a hospital in Ohio in the Cincinnati area, have 2 years working experience as a psychiatrist serving persons with mental retardation. (Yes = continue to next criteria; No = proposal is rejected).

8.1.2. Person to provide services as a primary psychiatrist has working experience as a psychiatrist, since 1988, in providing service under ICF/MR standards. (10 points per year of service documented, 50 points maximum)

8.1.3. Person to provide services as a back-up psychiatrist has working experience as a psychiatrist, since 1988, in providing service under ICF/MR standards. (5 points per year of service documented, 25 points maximum)

8.1.4. Proposal price. Ranking in highest price to lowest price order when compared to all proposals accepted. (#1 = 5 points, #2 = 10 points, # 3 = 15 points, etc.)

8.1.5 Offeror is not on the State of Ohio findings of recovery as stated in section 9.0 (Q.) (Yes = continue to next criteria; No = proposal is rejected)

8.1.6. In the event of a tied score among offerors, the award will be determined through the vendor interview process.

9.0 The following terms will be part of this agreement:

Term and Termination

This contract shall be and remain in force until June 30, 2013. All financial obligations of the Center under this contract are subject to the appropriation of sufficient funds by the Ohio General Assembly. If at any time sufficient funds are not appropriated to continue funding the payments due under this contract, this contract will terminate on the date the available appropriation expires without any further obligation by the Center.

This contract may be terminated without cause by either party, at any time, for any reason, by giving thirty (30) calendar days' advance notice, in writing to the other party. Notwithstanding this provision, any failure on the part of the vendor to perform (his/its) obligation under this contract shall be cause for immediate termination.

Miscellaneous Provisions

A. Pursuant to Ohio Revised Code Section 125.111. the vendor agrees that The vendor, any subcontractor of the vendor, and any person acting on behalf of the vendor or any subcontractors of the vendor, will not discriminate, by reason of race, color, religion, sex, age, handicap, national origin, or ancestry against individuals qualified and available to perform the work under this contract. The vendor further agrees that the vendor, any person acting on behalf of the vendor or any sub-contractors of the vendor shall not, in any manner, discriminate against, intimidate or retaliate against any employee hired for the performance of work under this agreement on account of race, creed, religion, sex, age, handicap, national origin, or ancestry.

B. The vendor agrees to comply with all applicable state and federal laws regarding a drug-free workplace. The vendor shall make a good faith effort to ensure that all the vendor's employees, while working on state property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

C. The vendor certifies that the vendor is currently in compliance and will continue to comply with the requirements of Ohio Ethics law as provided by Section 102.04 of the Ohio Revised Code.

D. The vendor certifies that the vendor is currently in compliance and will continue to comply with Ohio Election law, Division (I) and (J) of Section 3517.13 of the Ohio Revised Code. By submitting a signed proposal for this service, the vendor affirms that, as applicable to the vendor, no party listed in Division (I) or (J) of Section 3517.13 of the Ohio Revised Code or spouse of such party has made as an individual, within the two previous calendar years, on or more contributions totaling in excess of $1,000.00 to the governor or to his campaign committees.

E. The obligations of the State of Ohio under this contract are subject to the determination by the Director of the Ohio Department of Developmental Disabilities that sufficient funds have been appropriated by the Ohio General Assembly to the Ohio Department of Developmental Disabilities for the purpose of this contract and to the certification of the availability of such funds by the Ohio Director of Budget and Management as required by Section 126.07 of the Ohio Revised Code.

F. Any provision of this contract prohibited by the law of Ohio shall be deemed void and of no effect. Any action or proceeding arising out of or related to this contract shall be brought only in a state or federal court of competent jurisdiction located in Franklin County, Ohio. The parties hereby consent to in personum jurisdiction of said courts.

G. The vendor understands and agrees, in entering into this contract, that vendor serves as an independent contractor of the Center, and not as an employer of the Center. The parties intend no employer/employee relationship. The vendor agrees that the Center shall withhold no taxes from payments, and the vendor shall assume sole and entire responsibility for payment of vendor taxes. The vendor further agrees to provide vendor own workers' compensation coverage.

H. The vendor certifies that neither it nor any of its employees have been found guilty to, any offense set forth in Section 5123.081 (E)(1),(2) or(3) of the Ohio Revised Code.

I. The vendor shall indemnify and hold harmless the Center and the Department of Developmental Disabilities from any and all liabilities, claims and actions arising from the performance of the vendor pursuant to this contract.

J. The vendor shall perform its obligations under this contract in a manner that enables the center and the Department of Developmental Disabilities to comply with its obligations under Subtitle A of Title II of the 1990, 42 U.S.C. Sections 12131 through 12134.

K. The Center may terminate this contract if it determines that the vendor has violated the above paragraph. The vendor shall assume all liability for and indemnify and hold harmless the Center and the Ohio Department of Developmental Disabilities, its employees, and agents from and against any and all liability, loss, claims, damage, expense, or cause of action of any character whatsoever proximately caused by the vendor, its employees or agents in connection with the vendor's violation of the above paragraph. The vendor's indemnification shall extend to all related expenses including, but not limited to, attorney's fees, investigator's fees, and litigation expenses.

L. The terms and conditions set forth in this contract constitute the entire understanding between the parties with respect to the matter contained herein and supersede all prior agreements and representations whether written or oral. This contract may not be modified except in writing signed by authorized representatives of all parties.

M. The vendor cannot assign any portion of this contract without the written permission of the Ohio Department of Developmental Disabilities.

N. The Provisions of Ohio Department of Mental Retardation and Developmental Disabilities Personal Service Contract (attached) will become part of the final agreement between the successful offeror and the Center.

O. The vendor understands and agrees to comply with the HIPAA compliance provisions enumerated in Attachment A. of this Request for Proposal.

P. The vendor and any subcontractors or agents of the vendor will not use or disclose any information made available to them for any purpose other than to fulfill the contractual duties specified in the RFP. The vendor and any subcontractors and agents agree to be bound by the same standards of confidentiality that apply to the employees of the Ohio Department of Developmental Disabilities and the State of Ohio. The vendor and any subcontractors and agents understand that any violation of confidentiality will result in the immediate termination of the contract and may result in legal action.

Q. Section 9.24 prohibits the award of any contract for goods, services or construction, paid for in whole or part with State funds, to a person against whom a finding for recovery has been issued by the Auditor of State, if the finding for recovery has been issued by the Auditor of State, if the finding of recovery is unresolved. Paragraph (E) requires that a state agency or political subdivision plans to award the contract does not appear in the database to be maintained by the Auditor of State.

R. Any modifications, variations or addendums to DUTIES or SERVICES section of this contract shall result in the immediate disqualification of the bid.

S. The selected provider of services affirms it shall not allow others to perform work or take data outside the United States without express written authorization from the agency representative.

T. The selected provider of services affirms that all personnel provided for the project or service who are not United States citizens, will execute a valid I-9 form and present valid employment authorization documents.

U. As part of the proposal/bid quote, the offeror must disclose the following:
   (1) The locations where all services will be performed;
   (2) The locations where any state data applicable to the contract will be maintained or made available and
   (3) The principal location of business for the contractor and all subcontractors.

V. Contractor must demonstrate that they do not have active tuberculosis as outlined in 5123:2-3-07 (B)(6)(a) &(B)(6)(b) O.R.C.

W. The vendor certifies that it or its employees are not listed on the MR/DD abuser registry 5123:2-3-06. When conducting a background investigation, the licensee shall contact the department to inquire whether the person is included in the registry established pursuant to section 5123.52.

10 ATTACHMENTS

10.1 Personal Service Contractor Evaluation form

10.2 Sample Contract

10.3 Contractor Information Form

10.4 New Vendor Packet

10.5 Contract Payment Request

10.6 "HIPPA Compliance Provisions"

10.7 Consideration for Future Solicitation

10.8 Certificate of Drug Free Workplace Compliance

10.9 Ohio Department of Public Safety (Form HLS 0038 2/06)

10.10 Sweatshop Free Certification (Executive Order 2008 -21S)

10.11 Affirmative Action Program Verification (ORC 125.111(B))
Please go to this link on the internet and register.
http://das.ohio.gov/Eod/AAPV.htm