

PUBLIC NOTICE

RFP 57-01-2023 CSD Clinical Services

REQUEST FOR PROPOSALS (RFP)

The Montgomery County Department of Job and Family Services (MCDJFS) is soliciting Request for Proposals (RFPs) for the following services on the date and time as listed below:

CSD Clinical Services

- The actual clinician providing services must be a Board-Certified Psychologist with a history of providing clinical services.
- Knowledge of and experience with prior testing in the field of comprehensive psychological and parenting psychological evaluations is preferred.
- Travel may be required. Valid Ohio Driver's License and reliable transportation, or acceptable substitute, required. See additional insurance requirements in Section 4 of the RFP.
- Conduct parent-child observation, interview, and assessment of adults and children utilizing best practice standards in the field of psychology and psychological assessments.
- Meet with the consumer at the main office of MCDJFS-CSD, the psychologist's own office or, when needed, and if permissible the use of a virtual platform, such as, TEAMS or ZOOM.
- May answer questions about DSM-IV diagnosis, developmental disabilities and related therapeutic interventions and services.
- May provide referral information for applicable outside community agencies if indicated.
- Skills include decision making and strong verbal and written communication/presentation skills.
- Provide a written report in a timely fashion (e.g.,30 days).
- Must work effectively with diverse groups of people.
- Collaborate with MCDJS-CSD staff and social workers.
- Demonstrate an in-depth understanding of the needs of the county and how to provide these services effectively to the designated target population within the scope of services provided herein.
- Have the organizational capacity to provide the proposed services immediately following contract approval.
- Have the necessary skills to develop and utilize various methodologies to test and track program results, performance measure, and specific outcomes.

Provide a comprehensive proposal describing how all specified services listed in the Scope of Work shall be delivered, including an itemized unit cost reimbursement budget for each proposed service.

For additional information, view: **RFP 57-01-2023 CSD Clinical Services.**

The Live, Virtual Bidder's Conference will be held on Tuesday, January 17, 2023, at 10 a.m. (EST) via Microsoft Teams using the following link. It is highly recommended to attend.

https://teams.microsoft.com/join/19%3ameeting_ODJIYzdkOTktOGRmMy00ZTgxLTg2NGMtMmRIMzk2YjA5ZTUx%40thread.v2/0?context=%7B%22Tid%22%3A%2250f8fcc4-94d8-4f07-84eb-36ed57c7c8a2%22%2C%22Oid%22%3A%2247b168b3-8563-4479-be54-a7a3439783f9%22%2C%22IsBroadcastMeeting%22%3Atrue%2C%22role%22%3A%22a%22%7D&btype=a&role=a

Bids will be received via e-CImpact until 12:00 p.m. (noon, EST) Tuesday, January 31, 2023 for CSD Clinical Services. Use the following link to register your company and submit a proposal:

[Accessing e-CImpact](#)

Requirements: All you need to access e-CImpact is a computer with an internet connection and current version of web browser (example: Internet Explorer, Firefox, Chrome, Safari).

To access the e-CImpact website, please go to:

<https://agency.e-cimpact.com/login.aspx?org=MC>

Please bookmark the address to easily access e-CImpact at your convenience.

Funding: \$100,000.00

Insurance

Requirements:

Selected Bidder shall provide, at its expense, the following coverage for not less than the following amounts or greater when required by Laws and Regulations:

INDEMNIFICATION CLAUSE:

Contractor shall indemnify, hold harmless and, not excluding the County's right to participate, defend the County, its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against all liabilities, claims, actions, damages, losses, and expenses including without limitation reasonable attorneys' fees and costs, (hereinafter referred to collectively as "claims") for bodily injury or personal injury including death, or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees, or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the

INDEMNIFICATION CLAUSE cont.:

specific intention of the parties that the Indemnitee shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the County.

INSURANCE REQUIREMENTS:

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees, or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a “following form” basis.

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, and contractual liability coverage, as defined by the insured contract section of the policy.

- General Aggregate \$3,000,000
- Products – Completed Operations Aggregate \$3,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000

- a. The policy shall be endorsed to include coverage for physical/sexual abuse and molestation. The limit should be \$1,000,000 each Occurrence/ \$3,000,000 aggregate.
- b. The policy shall be endorsed to include the following additional insured language: "The Board of Montgomery County Commissioners and MCDJFS-CSD shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

- c. Coverage shall be primary and non-contributory.
- d. Policy shall be endorsed with a notice of occurrence endorsement.
- e. Contractor's subcontractor shall be subject to the same minimum requirements identified above.
- f. The policy should include a notice of occurrence endorsement – CEO, President, CFO, Risk Manager, or General Counsel.
- g. General liability should have aggregate per location.
- h. Associated bid number, job number, or project number should be referenced on the certificate.

2. Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: "The Board of Montgomery County Commissioners and MCDJFS-CSD shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired, or borrowed by the Contractor".
- b. Coverage shall be primary and non-contributory.
- c. Contractor's subcontractors shall be subject to the same minimum requirements identified in this section.
- d. Associated bid number, job number, or project number should be referenced on the certificate.
- e. The policy should include a notice of occurrence endorsement – CEO, President, CFO, Risk Manager, or General Counsel.

3. Workers' Compensation and Employers' Liability

Workers' Compensation	Statutory
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Employers' Liability

Each Accident	\$1,000,000
Disease – Each Employee	\$1,000,000
Disease – Policy Limit	\$1,000,000

- a. Policy shall contain a waiver of subrogation in favor of The Board of Montgomery County Commissioners and MCDJFS-CSD.
- b. Contractor's subcontractor shall be subject to the same minimum requirements identified in this section.

4. **Professional Liability (Errors and Omissions Liability)**

The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract.

Each Claim \$1,000,000

Annual Aggregate \$3,000,000

- a. All claims made policies must be reviewed by Risk Management Department.

4. **Fidelity Bond or Crime Insurance**

Bond or Policy Limit \$100,000

- a. The bond or policy shall include coverage for all directors, officers, agents, and employees of the Contractor.
- b. The bond or policy shall include coverage for third party fidelity/crime and name the Board of Montgomery County Commissioners, MCDJFS-CSD and their clients as Joint Loss Payee whereas their interests may appear.
- c. The bond or policy shall not contain a condition requiring an arrest and conviction.
- d. Policies shall be endorsed to provide coverage for computer crime/fraud.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include the following provisions:

- 1. On insurance policies where the Board of Montgomery County Commissioners and MCDJFS-CSD are named as an additional insured, the Board of Montgomery County Commissioners and MCDJFS-CSD shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
- 2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, or canceled except after sixty (60) days prior written notice has been given to the County, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to mcinvoices@jfs.ohio.gov.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business with the Board of Montgomery County Commissioners and MCDJFS-CSD with an “A.M. Best” rating of not less than A IX. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to mcinvoices@jfs.ohio.gov. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE COUNTY’S RISK MANAGEMENT DEPARTMENT.**

F. **SUBCONTRACTORS:** Contractors’ certificate(s) shall include all subcontractors as additional insureds under its policies **or** Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the Prosecutor’s Office or Risk Management Department, whose decision shall be final. Such action will not require a formal Contract amendment but may be made by administrative action.

One or more contract(s) will be awarded as a result of this bid process and will become effective the **date of execution through December 31, 2023**. All funding is contingent upon the continued availability of funding and is subject to State and Federal regulations, including Title VI of the Civil Rights Act and Section 504 of the Rehabilitation Act.

Bids will be received via e-Clmpact until 12:00 p.m. (noon, EST) Tuesday, January 31, 2023, for CSD Clinical Services.

Questions concerning this Request for Proposal, or the Virtual Live Bidder's Conference may be directed to:

Lori Byrd, CPPB, Senior Buyer Central Purchasing
Montgomery County Department of Job and Family Services

1111 S. Edwin C. Moses Blvd.,
Dayton, Ohio 45422

Telephone: (937) 225-6188 E-mail: MCDJFS-CD@jfs.ohio.gov

Rule 5101:9-4-02 I Standards for acquisition.

Ohio Administrative Code / 5101:9 / Chapter 5101:9-41 Acquisition and Procurement

Effective: June 6, 2022 Promulgated Under: 111.15

- A. Federal and state acquisition requirements
1. For the purpose of this rule, acquisition is defined as purchases of services, supplies and equipment funded by state or federal funds received from the Ohio department of job and family services (ODJFS).
 2. Each county family services agency (CFSA) and Workforce Innovation and Opportunity Act (WIOA) local area shall ensure that all acquisitions meet applicable federal and state statutes, regulations, rules, and 2 C.F.R. 200 and 45 C.F.R. 75. These requirements include, but are not limited to, Chapter 125. of the Revised Code, this chapter, and:
 - 29 C.F.R. 95 when not-for-profit organizations expend department of labor (DOL) funds; and
 - 29 C.F.R. 97 when governments expend DOL funds.
 3. This chapter contains a number of provisions from the applicable federal rules, but not all such provisions.
 4. For the purpose of this rule, acquisition is defined as charges made by a CFSA or WIOA local area to a project or program for which a state or federal award was received.

B. Acquisition standards

1. Development of written standards

Each CFSA and WIOA local area shall develop written acquisition standards. These acquisition standards shall comply with all applicable federal and state acquisition statutes, regulations, rules and circulars. The written standards shall also contain all relevant requirements of the provisions of this chapter, including the requirements listed in rule [5101:9-4-07](#) of the Administrative Code.

2. Application of standards

- The CFSA and WIOA local area shall follow written acquisition standards whenever making any acquisition funded in whole or in part by state or federal funds.
- These acquisition standards are also applicable to any sub-grantee of the CFSA or WIOA local area that is funded in whole or in part by state or federal funds.
- The acquisition standards referred to in this rule and the requirements contained in this chapter do not apply to those acquisitions made exclusively with county funds that are not used to match state or federal funds received from ODJFS.

3. Assurances

- Each CFSA and WIOA local area is legally responsible to ensure that all acquisitions funded in whole or in part by state or federal funds meet the acquisition standards established under this chapter.
- Each CFSA and WIOA local area shall ensure that all of its employees involved in procurement activities know and comply with these acquisition standards.
- Each CFSA and WIOA local area shall ensure that any sub-grantee entity or contractor funded in whole or in part by state or federal funds is aware of the requirements contained in paragraph (A) of this rule. The agency shall ensure that any grant agreement or contract, specify that any acquisition shall conform to these requirements.

Last updated June 6, 2022 at 9:30 AM

Supplemental Information

Authorized By: [5101.02](#) **Amplifies:** [125.04](#), [329.04](#), [307.86](#)

Five Year Review Date: **Prior Effective Dates:** 9/12/2005, 1/22/2010, 3/5/2015