Request for Qualifications

Occupational Therapist

Contact: Toni Johnson

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Request for Qualifications (RFQ) - Occupational Therapist

1) Hudspeth Regional Center (HRC) will accept Statement of Qualifications (SOQ) until 9 AM. (Central Time), April 20, 2016 for the purpose of hiring an occupational therapist to serve as healthcare provider for people who live at Hudspeth Regional Center. A statement of qualifications along with supporting credentials to serve in this capacity should be contained in a sealed envelope. The SOQ can be mailed or hand delivered to the Human Resources Office, 100 Hudspeth Center Dr. /PO Box 127-B, Whitfield, MS 39193. For more information, call 601-664-6082.

2) Purpose

Hudspeth Regional Center (HRC) seeks to contract with an occupational therapist to serve as healthcare provider for people who live at Hudspeth Regional Center and in its community group homes. The successful contract worker shall provide this care in the therapy department at the facility during regular working hours and in accordance with timelines set by HRC for the submittal of evaluations and reviews.

3) Background

Hudspeth Regional Center is a licensed residential Intermediate Care Facility for Individuals with Intellectual and Developmental Disabilities (IDD). Hudspeth Regional Center is one of five state operated comprehensive regional programs for individuals with intellectual and developmental disabilities operated under the administration of the Department of Mental Health, Bureau of Intellectual and Developmental Disabilities. Hudspeth Regional Center has been providing quality services to individuals with Intellectual Disabilities since 1974.

Most of those served at HRC have severe and profound levels of disability and many have complex medical and behavioral issues. The center is located about fifteen miles southeast of Jackson, Mississippi and directly south of the Jackson Evers International Airport on County Road 475. HRC also operates community group homes in Attala, Lauderdale, Montgomery, Rankin, Scott, and Winston counties.

4) Definitions

a) RFQ - Request for Qualifications

b) SOQ - Statement of Qualifications

c) Respondent - An individual that submits or intends to submit a proposal in response to this Statement of Qualifications

d) HRC/Hudspeth Regional Center

e) Must/Mandatory/Required - A requirement that must be met in order for a proposal to receive consideration.

f) Contract - The written agreement resulting from this Request of Qualifications/ Statement of Qualifications executed by HRC and the contract worker.

g) Contract worker - An individual with which a written agreement is executed.

5) Minimum qualifications include:

a) Education

Graduation with an occupational therapy degree from an AOTA-accredited occupational therapy education program

b) Degree, License, Certification, and Registration

Current, unrestricted license to practice Occupational Therapy in the State of Mississippi;

c) Credentials

(1) Respondent must submit a completed Hudspeth Regional Center Staff Application packet.

(2) After HRC receives the completed application and all of the credentialing documents required, the Respondent must be interviewed by the Hudspeth Regional Center Credentials Committee. It is incumbent upon the Respondent to ensure that all required credentialing documents are received by the Facility prior to the Credentials Committee interview.

The applicant will be assigned a time for the Credentials Committee interview.

d) The applicant must be granted privileges to practice physical therapy at HRC by the Mississippi Board of Mental Health prior to being employed as a Contract Worker.

e) The applicant must have three years experience in providing professional occupational therapy to people with intellectual and developmental disabilities living in an institutional setting and in ICF/IDD group homes.

6) Essential Functions

a) Providing occupational therapy services as needed to patients and residents with varying degrees of IDD and complex medical issues;

b) Assessing and evaluating treatment needs and medical orders;

c) Supervising and/or assisting with all therapeutic seating and equipment concepts to meet the needs of the residents including assisting with the purchasing product from vendors;

d) Developing written training programs and training staff on the appropriate implementation of the training programs.

7) Other Requirements

Contractor can anticipate spending up to an average of 30 hours per week to perform the aforementioned essential functions.

8) Through an established evaluation committee, HRC will evaluate each SOQ submitted as set forth in Section 12 using a one hundred (100) point scale.

9) Performance of the services will begin on July 1, 2016 and end on June 30, 2017.

10) Type of contract will be a Contract Worker.

11) The deadline for submission of the SOQ will be April 20, 2016 at 9 AM.

12) Content will include:

a) Name of respondent

b) Credentials and HRC Staff Application (Weight of Factor 40%)

c) Experience (Weight of Factor 35%)

d) Board Certification (Weight factor 5%)

e) Interview (Weight of Factor 20%)

13) Pricing is set by HRC at a rate of $50.00 per hour.

14) Modification or Withdrawal of Statements of Qualifications

a) SOQ packets may be withdrawn prior to the established due date. To withdraw a proposal that includes a clerical error after the opening, the respondent must give notice in writing to HRC of claim of right to withdraw a proposal. Within two (2) business

days after the opening, the respondent requesting withdrawal must provide to HRC all original work papers, documents, and other materials used in the preparation of the proposal.

b) A respondent may also withdraw a proposal, prior to the time set for the opening of proposal, by simply making a request in writing to HRC. No explanation is required.

c) A respondent may also withdraw a proposal if HRC fails to award or issue a notice of intent to award the proposal within two (2) working days after the date fixed for the opening of the price proposal.

e) No respondent who is permitted to withdraw a proposal shall, for compensation, supply any material or labor to or perform any subcontract or other work for the person to whom the contract is awarded, or otherwise benefit from the contract.

f) No partial withdrawals of a proposal are permitted after the time and date set for the SOQ opening; only complete withdrawals are permitted.

15) Method of Award

Awards may be made to up to two (2) vendors receiving the two (2) highest scores during the evaluation process.

16) Proposal Certification

The respondent agrees that submission of a signed proposal is certification that the respondent will accept an award made to it as a result of the submission.

17) Proposal Investigations

Before submitting a proposal, each respondent shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the contract and to verify any representations made by HRC upon which the proposal will rely. If the respondent receives an award as a result of its proposal submission, failure to have made such investigations and examinations will in no way relieve the respondent from its obligation to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever for additional compensation.

18) Debarment

By submitting a proposal, the respondent certifies that it is not currently debarred from submitting proposals/bids for contracts issued by any political subdivision or agency of Mississippi, and that it is not an agent of a person or entity that is currently debarred

from submitting proposals/bids for contract issued by any political subdivision or agency of Mississippi.

19) Exceptions

Respondents taking exception to any part or section of the solicitation shall indicate such exceptions on the proposal. Failure to indicate any exception will be interpreted as the respondents intent to comply fully with the requirements as written. Conditional or qualified proposals/bids, unless specifically allowed, shall be subject to rejection in whole or in part.

20) Expenses Incurred in Preparing Proposal

HRC accepts no responsibility for any expense incurred by the respondent in the preparation and presentation of a proposal/bid. Such expenses shall be borne exclusively by the respondent.

21) Late Submissions

a) A proposal received at the place designated in the solicitation for receipt of proposal after the exact time specified for receipt will not be considered unless it is the only proposal received, or it is received before award is made and was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of the RFQ. It must be determined by HRC that the late receipt was due solely to mishandling by HRC after receipt at the specified address.

b) The only acceptable evidence to establish the date of mailing of a late proposal is the U.S. Postal Service postmark on the wrapper or on the original receipt from the U.S. Postal Service. If the postmark does not show a legible date, the contents of the envelope or package shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression, exclusive of a postage meter impression, that is readily identifiable without further action as having been supplied and affixed by the U.S. Postal Service on the date of mailing. Respondents should request postal clerks to place a hand cancellation postmark (often called a bull's eye) on both the receipt and the envelope or wrapper.

c) The only acceptable evidence to establish the time of receipt at the office identified for proposal opening is the time and date stamp of that office on the proposal wrapper or other documentary evidence of receipt used by that office.

22) Nonconforming Terms and Conditions

A proposal response that includes terms and conditions that do not conform to the terms and conditions in the RFQ document is subject to rejection as non-responsive. HRC reserves the right to permit the Responded to withdraw nonconforming terms and conditions from its proposal response prior to a determination by HRC of non-responsiveness based on the submission of nonconforming terms and conditions.

23) Reservation of Right

Any and all forms, reports, designs, and other materials prepared by Respondents for HRC shall be used by HRC and the Mississippi Department of Mental Health only for its own internal operations. HRC retains all rights and interest in said reports.

24) Applicable Law

The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of law's provisions, and any litigation with respect hereto shall be brought in the courts of the State. The respondent shall comply with applicable federal, state, local laws and regulations.

25) Availability of Funds

It is expressly understood and agreed that the obligation of the Hospital to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are at, any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material altercation of the program under which funds were provided or if funds are not otherwise available to the Hospital, the Hospital shall have the right upon ten (10) working days written notice to Contract Worker, to terminate this agreement without damage, penalty, cost or expenses to the State of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

26) Representation Regarding Contingent Fees

The respondent represents that it has not retained a person to solicit or secure a contract with HRC upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in the consultant's bid or proposal.

27) Representation Regarding Gratuities

The bidder, offeror, or respondent represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the Mississippi Personal Service Contract Procurement Regulations.

28) Acknowledgment of Amendments

Bidders shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the bid, by identifying the amendment number and date in the space provided for this purpose on the bid form, or by letter. The acknowledgment must be received by Hudspeth Regional Center by the time and at the place specified for receipt of bids.

29) Procurement Regulations

The contract shall be governed by the applicable provisions of the Mississippi Personal Services Contract Review Board Regulations, copy of which is available at 210 East Capitol, Suite 800, Jackson, Mississippi 39201 for inspection, or downloadable at http://www.mspb.ms.gov.

30) Trade Secrets, Commercial and Financial Information

It is expressly understood that Mississippi law requires that the provisions of this contract which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.

31) Transparency

This contract, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Mississippi Code Annotated §§ 25-61-1 et seq. and Mississippi Code Annotated § 79-23-1. In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Mississippi Code Annotated §§ 27-104-151 et seq. Unless exempted from disclosure due to a court-issued protective order, a copy of this executed contract is required to be posted to the Department of Finance and Administration's independent agency contract website for public access at http://www.transparency.mississippi.gov. Information identified by respondent as trade secrets, or other proprietary information, including confidential vendor information or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted.

32) Compliance with Laws

The respondent understands that Hudspeth Regional Center is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful and the respondent agrees during the term of the agreement that the respondent will strictly adhere to this policy in its employment practices and provisions of services. The respondent shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified, as well as in accordance with the standards of a licensed Intermediate Care Facility for Individuals with Intellectual and Developmental Disabilities (ICF/IDD).

33) HIPAA

Respondent agrees to comply with the Final Omnibus Rule of the Health Insurance Portability and Accountability Act of 1996 and any amendments there too, including electronic data interchange, code sets, identifiers, security, and privacy provisions, as may be applicable to the service under this contract."

34) E-Payment

Respondent agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The agency agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Mississippi Code Annotated § 31-7-305.

35) E-Verification

Respondent represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act 2008 and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 et seq. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Respondent agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State. Respondent further represents and warrants that any person assigned to

perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Respondent understands and agrees that any breach of these warranties may subject Contract Worker to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Contract Worker by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or(c) (c) both. In the event of such termination/cancellation, Contract Worker would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit to do business in the State.

36) Stop Work Order

a) Order to Stop Work: The Procurement Officer, may, by written order to Contract Worker at any time, and without notice to any surety, require Contract Worker to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to Contract Worker, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, Contract Worker shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the Procurement Officer shall either:

1) cancel the stop work order; or,

2) terminate the work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this contract.

b) Cancellation or Expiration of the Order: If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, Contract Worker shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contract Worker price, or both, and the contract shall be modified in writing accordingly, if:

1) the stop work order results in an increase in the time required for, or in Contract Worker's properly allocable to, the performance of any part of this contract; and,

2) Contract Worker asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the Procurement Officer

decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

c) Termination of Stopped Work: If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

d) Adjustments of Price: Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment clause of this contract.

37) Approval

It is understood that this contract requires approval by the Personal Service Contract Review Board. If this contract is not approved, it is void and no payment shall be made hereunder.

38) Contract Worker Agreement

Respondent must agree to the Contract Worker agreement (Contract Worker March 2016 Revision) and (Attachment A)

39) The deadline for submission of questions will be April 13, 2016.