

## State of Alabama **Solicitation**

Solicitation	<b>Document Phase</b>	<b>Document Description</b>
RFP 061 2025-16	Final	RFP for Psychiatric Services
Procurement Folder	Creation Date	Print Date
2139902	03/20/25	03/20/25

# **Request for Proposals**

CONTACTS				
Contact	Name	E-mail	Phone	
Requestor:	Walter Filer	Walter.Filer@harper.mh.alabama.gov	205-464-4693	
Issuer:	Leola Rogers	Leola.Rogers@mh.alabama.gov	334-353-7435	
Buyer:	Leola Rogers	Leola.Rogers@mh.alabama.gov	334-353-7435	
Bids will be	accepted from: 03/20/25			

All Inquiries for Information Regarding Bid Submission Requirements or Procurement Procedures Should be Directed To The Buyer Contact Listed Above.

## COMMODITY INFORMATION

to:

04/11/25

Group: 1 Line: 1 Line Type: Service

**Commodity Code:** PRF15000044 Quantity: **Commodity Description:** Psychologists/Psychological and Psychiatric Unit:

**Extended Description:** 

Psychology Services

## SHIPPING AND BILLING

Shipping **Billing** 

DMH CENTRAL PURCHASING CENTRAL PURCHASING CEDRIC HARRISON

100 N UNION ST, ROOM 570 PO BOX 301410

MONTGOMERY, AL 361301410

**USA** 

DMH DIV OF ADMINISTRATION CONTRACTS/PURCHASING

CEDRIC HARRISON / 334-242-3611

100 N. UNION ST. **SUITE 570** 

MONTGOMERY, AL 361301410

USA

**Delivery Date: Delivery Type:** 

## COMMODITY INFORMATION

Group: 1 Line: 2 Line Type: Service

**Commodity Code:** PRF15000030 Quantity: **Commodity Description:** LOCUM TENENS CONTRACTS WITH Unit:

Date Printed: March 20,2025 Page Number:

## **Extended Description:**

Psychiatric Services

## SHIPPING AND BILLING

## **Shipping**

DMH CENTRAL PURCHASING CENTRAL PURCHASING CEDRIC HARRISON
100 N UNION ST, ROOM 570
PO BOX 301410
MONTGOMERY, AL 361301410
USA

## **Delivery Date:**

## Billing

DMH DIV OF ADMINISTRATION CONTRACTS/PURCHASING CEDRIC HARRISON / 334-242-3611 100 N. UNION ST. SUITE 570 MONTGOMERY, AL 361301410 USA

## **Delivery Type:**

Date Printed: March 20,2025 Page Number: 2

	Document Phase	Document Description	Page 3
2025-16	Final	RFP for Psychiatric Services	Total Pages: 23

#### **Request for Proposal Standard Terms and Conditions**

#### 1. Authority

Division 4 of the Department of Finance Administrative Code (Chapters 355-4-1 through 355-4-6), effective October 1, 2022, is incorporated by reference and made a part of this document. To view the relevant provisions of the Administrative Code, visit our website <a href="https://purchasing.alabama.gov/">https://purchasing.alabama.gov/</a>

## 2. Prohibited Contacts; Inquiries regarding this RFP

From the Release Date of this Request for Proposal (hereafter referred to as RFP) until a contract is awarded, parties that intend to submit, or have submitted, a Proposal are prohibited from communicating with any members of the Soliciting Party's Team for this transaction who may be identified herein or after the Release Date, or other employees or representatives of the Soliciting Party regarding this RFP or the underlying transaction except the designated contact(s).

## 3. Nonresponsive Proposals

Any Proposal that does not satisfy requirements of the RFP may be deemed non-responsive and may be disregarded without evaluation. Supplemental information, including information necessary to clarify a proposal, may be required from any Proposer.

#### 4. Changes to RFP; Changes to Schedule

The Soliciting Party reserves the right to change or interpret the RFP prior to the Proposal Due Date. Changes will be communicated to those parties receiving the RFP who have not informed the Soliciting Party's designated contact that a Proposal will not be submitted. Changes to the deadline or other scheduled events may be made by the Soliciting Party as it deems to be in its best interest.

#### 5. Expenses of Proposal

A Proposer will not be reimbursed for any expenses incurred in preparation of a proposal.

#### 6. Rejection of Proposals

The State reserves the right to reject any and all proposals and cancel this Request if, in its sole discretion, it deems such action to be in its best interest.

#### 7. The Final Terms of the Engagement

Issuance of this RFP in no way constitutes a commitment by the State to award a contract. The final terms of engagement for the service provider will be set out in a contract which will be effective upon its

	Document Phase	Document Description	Page 4
2025-16	Final	RFP for Psychiatric Services	Total Pages: 23

acceptance by the State as evidenced by the signature thereon of its authorized representative. Provisions of this RFP and the accepted Proposal may be incorporated into the terms of the engagement should the State so dictate. Notice is hereby given that there are certain terms standard to commercial contracts in private sector use which the State is prevented by law or policy from accepting, including indemnification and holding harmless a party to a contract or third parties, consent to choice of law and venue other than the State of Alabama, methods of dispute resolution other than negotiation and mediation, waivers of subrogation and other rights against third parties, agreement to pay attorney's fees and expenses of litigation, and some provisions limiting damages payable by a vendor, including those limiting damages to the cost of goods or services.

#### 8. Choice of Law; Venue

This Contract will be governed by laws of the State of Alabama and the sole venue for litigation and alternative dispute resolution activities will be the City of Montgomery in the State of Alabama. No other court shall have jurisdiction.

## 9. Not to Constitute a Debt of the State

The terms and commitments contained in the solicitation, or any contract resulting from this solicitation, shall not constitute a debt of the State of Alabama, the incurring of which is prohibited by Section 213 of the Official Recompilation of the Constitution of Alabama, 1901, as amended.

#### 10. Proration

Any provision of a contract resulting from this bid to the contrary notwithstanding, in the event of failure of the State to make payment hereunder as a result of partial unavailability, at the time such payment is due, of such sufficient revenues of the State to make such payment (proration of appropriated funds for the State having been declared by the governor pursuant to Section 41-4-90 of the Code of Alabama 1975), the supplier shall have the option, in addition to the other remedies of the contract, of renegotiating the contract (extending or changing payment terms or amounts) or terminating the contract.

## 11. Non-appropriation of funds

Section 41-4-144(c) of the Code of Alabama 1975 states: "(c) When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be cancelled, and the supplier shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the contract. The cost of cancellation may be paid from any appropriations available for that purpose."

## 12. Open Trade/No Boycott

For the term of this contract, supplier represents that it is not currently engaged in, and agrees not to engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this State can enjoy open trade.

#### 13. Dispute Resolution

	Document Phase	Document Description	Page 5
2025-16	Final	RFP for Psychiatric Services	Total Pages: 23

In the event of any dispute between the parties arising from this solicitation and any agreement relating to purchases or leases resulting therefrom, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail and the dispute involves the payment of money, supplier's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama. For any and all other disputes arising under the terms of this contract which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center for Dispute Resolution of the Alabama State Bar Association.

#### 14. Cancellation

A contract for supplies may be canceled by the Chief Procurement Officer, for justifiable cause, by giving the supplier thirty (30) days written notice. A supplier may request cancellation and the Chief Procurement Officer may grant the request, in his or her sole discretion, if performance is prevented by an act of God, act of War, order of legal authority, or other unavoidable circumstances not attributable to the fault or negligence of the supplier. Contracts for services may be cancelled for justifiable cause by the Chief Procurement Officer by giving the vendor at least 72 hours' written notice. The burden of proof for such relief rests with the supplier. All correspondence pertaining to cancellation of a contract must be addressed to the Chief Procurement Officer with a copy to the using agency.

## 15. Sales Tax Exemption

Pursuant to Section 40-23-4 (a)(11) of the Code of Alabama 1975, the State of Alabama is exempt from paying sales tax. An exemption letter will be furnished upon request.

#### 16. No Indemnification

Supplier acknowledges and agrees that, under the terms of this solicitation and agreements relating to purchases or leases resulting therefrom, the State is prohibited from indemnifying the supplier. The State does not agree to and will not indemnify the supplier for any reason. The State of Alabama does not release or waive, expressly or implied, the State of Alabama's right to assert sovereign immunity or any other affirmative defense right it may have under law. The State of Alabama shall control the defense and settlement of any legal proceeding on behalf of the State, including the selection of attorneys.

## 17. Foreign Corporation - Alabama Secretary of State Registration

Section 10A-1-7.01 to -7.14 of the Code of Alabama 1975 require a foreign entity (an out-of-state company/firm) to register with the Alabama Secretary of State's Office before transacting business in the State.

## 18. Beason-Hammon Alabama Taxpayer and Citizen Protection Act

A contract resulting from this RFP will include provisions for compliance with certain requirements of the Beason-Hammon Alabama taxpayer and Citizen Protection Act, Sections 31-13-1 through 35, Code of Alabama 1975 as follows:

E- VERIFY ENROLLMENT DOCUMENTATION AND PARTCIPATION. As required by Section 31-13-9(b), Code of Alabama 1975 Contractor that is a "business entity" or "employer" as defined in

	Document Phase	Document Description	Page 6
2025-16	Final	RFP for Psychiatric Services	Total Pages: 23

Section 31-13-3, will enroll in the E-Verify Program administered by the United States Department of Homeland Security, will provide a copy of its Memorandum of Agreement with the United States Department of Homeland Security that program and will use that program for the duration of this contract.

As required by Section 31-13-9(k) of the Code of Alabama 1975, the supplier agrees to the following: "By signing this contract, the contracting parties affirm, for the duration of any agreement that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom."

To enroll in the E-Verify program visit <a href="https://www.e-verify.gov/">https://www.e-verify.gov/</a>

#### 19. Conflict of Law

If any provision of this solicitation and any subsequent award shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this agreement, be enacted, then that conflicting provision shall be deemed null and void.

#### 20. Disclosure Statement

A Proposal must include one original Disclosure Statement as required by Code Section 41-16-82, et seq., of the Code of Alabama 1975. The Disclosure Statement, and information, may be downloaded from the State of Alabama Attorney General's web site at <a href="https://www.alabamaag.gov/Forms">https://www.alabamaag.gov/Forms</a>

#### 21. Certification Pursuant to Act No. 2006-557

Section 41-4-142 of the Code of Alabama 1975 (Act No. 2006-557) provides that every bid submitted and contract executed shall contain a certification that the supplier, supplier, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama State and local sales, use, and/or lease tax on all taxable sales and leases into Alabama. By submitting this bid or proposal, the supplier is hereby certifying that they are in full compliance with Section 41-4-142, they are not barred from bidding or entering into a contract as a result and acknowledges that the awarding authority may declare the contract void if the certification is false.

## 22. Supplier Qualifications

After bid opening, the State reserves the right to request written proof of qualifications including, but not limited to, manufacturer's reseller authorization, professional licenses, certificates of insurance, etc.

#### 23. Pricing

The State of Alabama reserves the right to conduct analysis based on cost realism and/or price reasonableness for any or all bids as determined necessary in the sole discretion of the Chief Procurement Officer. Such analysis may include requests pursuant to Section 41-4-141 of the Code of Alabama 1975.

## 24. Product Delivery, Receiving and Acceptance:

	Document Phase	Document Description	Page 7
2025-16	Final	RFP for Psychiatric Services	Total Pages: 23

In accordance with the Uniform Commerce Code (Title 7 of the Code of Alabama 1975), after delivery, the State of Alabama shall have the right to inspect all products before accepting. The State will inspect products in a reasonable timeframe. Signature on a delivery document does not constitute acceptance by the State. The State will accept products only after satisfactory inspection.

#### 25. Invoices

Inquiries concerning invoice payments are to be directed to the receiving agency.

## 26. Late Payments

Penalty for agencies paying invoices late may not exceed the rate charged by State of Alabama Comptroller's Office per Section 41-16-3 of the Code of Alabama 1975 and as established by the Secretary of the Treasury under the authority of 26 U.S.C. §6621.

#### 27. Electronic Payments

Vendors must accept multiple forms of electronic payment at no additional cost to the State. Payment forms include but are not limited to state issued credit cards, P-cards, EFT or other forms of electronic payment.

## 28. Supplier Registration

Suppliers may receive bid notices by registering for commodities at the Alabama Buys supplier portal, <a href="https://alabamabuys.gov">https://alabamabuys.gov</a>

#### 29. Internet Website Links

Internet and/or website links will not be accepted in bid responses as a means to supply any requirements stated in this solicitation.

## 30. Solicitation Reponses and Results

The complete bid file will be made available for review as provided by (or as outlined) in Section 41-4-115 of the Code of Alabama 1975 and Rule 355-4-1-.04 of the Department of Finance Administrative Code.

## 31. Exception to Terms and Conditions

Suppliers may place any qualifications, exceptions, conditions, reservations, limitations, or substitutions in their bid or proposal concerning the contract terms and conditions. However, the State is not obligated to accept any changes to the published terms and conditions of the solicitation.

#### 32. Intent to Award

	Document Phase	Document Description	Page 8
2025-16	Final	RFP for Psychiatric Services	Total Pages: 23

The State of Alabama Office of the Chief Procurement Officer will issue an 'Intent to Award' before a final award is made. The 'Intent to Award' will continue for a period of fourteen (14) calendar days, after which the award will be final provided there are no protests. A detailed explanation of this process may be reviewed in the Alabama Administrative Code – Chapter 355-4-6-.01. All protest communications filed via email must be sent to: protests@purchasing.alabama.gov

## 33. Confidentiality

Procurement information is a public record to the extent provided by state law and shall be available to the public. Section 41-4-115 of the Code of Alabama 1975 defines what is exempt from disclosure. Additional rules are included in Rules 355-4-1-.03(4) and 355-4-1-.04 of the Alabama Department of Finance Administrative Code.

## 34. Click Wrap

The State of Alabama acknowledges that additional terms between the supplier and the State or third-party terms may apply but does not agree to be bound by them unless provided for review and separately agreed to in writing by an authorized official of the State of Alabama. If the purchase or use of the supplies or services provided utilizes a computer interface, no State of Alabama end user shall be deemed to have agreed to any clause by virtue of it appearing in an "I agree" click box or other comparable mechanism ("click-wrap" or "browse-wrap"); rather the terms and conditions, such as End User License Agreements, may only be accepted by inclusion in an agreement and signature by an authorized official of the State of Alabama. If the terms and conditions or any other third-party terms and conditions are invoked through click wrap, execution by any unauthorized individual shall not bind the end user or the State of Alabama to such clause. Any clause which requires the State of Alabama to indemnify another party or clause which assigns jurisdiction to any state other than Alabama which is contained in such click-wrap is deemed to be stricken from the terms and conditions unless expressly agreed in writing and under the signature of an authorized individual.

#### 35. Assignment

Any contract which results from this solicitation shall not be assignable by supplier without written consent of the State of Alabama. Any assignment or other transfer in violation of this provision will be null and void.

## 36. Debarment and Suspension

Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any governmental department or agency. If supplier cannot certify this statement, supplier must attach a written explanation for review by the Chief Procurement Officer.

## 37. Merit System Exclusion

It is understood and agreed that supplier is an independent supplier and as such all services rendered by supplier and its agents and employees thereof shall be as an independent supplier and not as an employee, Merit or otherwise, of the State of Alabama, and supplier or its agents and employees thereof shall not be entitled to or receive Merit System benefits.

	Document Phase	Document Description	Page 9
2025-16	Final	RFP for Psychiatric Services	Total Pages: 23

#### 38. Severability

In the event any provision of this solicitation or resulting contract shall not be enforceable, the remaining provisions shall continue in full force and effect.

#### 39. Volume of Business

Except as otherwise stated in this solicitation, the State of Alabama cannot and does not guarantee any volume of business.

#### 40. Waiver

The failure of the State of Alabama to require performance of any provisions of this solicitation or resulting contract shall not affect the State's right to require performance at any time thereafter, nor shall a waiver of any breach or default constitute a waiver of any subsequent breach or default nor constitute a waiver of the provision itself.

## 41. Legislative Contract Review Committee

Personal and professional services contracts with the State may be subject to review by the Contract Review Permanent Legislative Oversight Committee in accordance with Section 29-2-40, et seq. of the Code of Alabama 1975. The vendor is required to be knowledgeable of the provisions of that statute and the rules of the committee. These rules can be found at <a href="https://alison.legislature.state.al.us/contract-review">https://alison.legislature.state.al.us/contract-review</a>. If a contract resulting from this RFP is to be submitted for review the service provider must provide the forms and documentation required for that process.

#### 42. Compliance with Ala. Act No. 2023-409.

In compliance with Ala. Act No. 2023-409, by signing this contract, Supplier provides written verification that Supplier, without violating controlling law or regulation, does not and will not, during the term of the contract engage in economic boycotts as the term "economic boycott" is defined in Section 1 of the Act. Under Section 2 of the Act, the written verification may be waived if the contracting governmental entity determines based on cost and quality factors that such a waiver is clearly in the best interest of the public.

By submitting a response, I hereby affirm the following:

I acknowledge receipt of the solicitation and all amendments (new rounds). I have read the solicitation and agree to furnish each item or service offered at the price quoted. I will comply with all terms and conditions contained within this solicitation. I have not been in any agreement of collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding. I further certify that I am not barred from bidding or entering into a contract and acknowledge that the State may declare the contract void if this certification is false.

	Document Phase	Document Description	Page 10
2025-16	Final	RFP for Psychiatric Services	Total Pages: 23

Revised 08/31/2023

	Document Phase	Document Description	Page 11
2025-16	Final	RFP for Psychiatric Services	Total Pages: 23

# STATE OF ALABAMA **DEPARTMENT OF MENTAL HEALTH**

RSA UNION BUILDING

100 N. UNION STREET
POST OFFICE BOX 301410
MONTGOMERY, ALABAMA 36130-1410
www.mh.alabama.gov

March 20, 2025

RFP 2025-16

Dear Vendor:

The Alabama Department of Mental Health (ADMH) is soliciting proposals to provide **Psychiatric and Psychology services**. Request for Proposals (RFP) will be accepted until **2:00 pm on Friday, April 11, 2025**.

The submission of a proposal does not guarantee the award of a contract. Any contract resulting from the proposal is not effective until it has received all required governmental approvals and signatures. In addition, the selected vendor shall not begin performing work under this contract until notified to do so by the departmental contracting agent.

When submitting a proposal, please read the entire RFP document and return your proposal in the requested format. All proposals should be submitted in ink or typed and contain an original signature. Submissions should be delivered to:

AL Department of Mental Health Office of Contracts & Purchasing 100 North Union Street, Suite 570 Montgomery, AL 36104

MAILING NOTE: Proposals may be sent via Regular US Postal Service (USPS) Mail, Express/ Overnight USPS Mail, commercial delivery service such as FedEx or UPS, or hand delivered by the closing date and time. Emailed or faxed responses are not accepted. Also, please note: All US Postal mail, including express/overnight mail that is dispatched to any State agency is processed thru the State mail facility before it is forwarded to the appropriate State agency, thus delaying its arrival to the department. By using the USPS, you assume the risk of delay that may result in your proposal being received late and therefore being determined to be untimely and will not be reviewed. Postmarks of the date mailed are insufficient; the proposal must physically be received at the listed office by the date and time specified regardless of the delivery service used. All proposals received after the deadline will be deemed untimely and will not be reviewed.

Sincerely,

Leola Rogers

Leola Rogers
Office of Contracts & Purchasing



	Document Phase	Document Description	Page 12
2025-16	Final	RFP for Psychiatric Services	Total Pages: 23

**Organization:** ALABAMA DEPARTMENT OF MENTAL HEALTH (ADMH)

RFP Closing Date & Time: 2:00 pm on Friday, April 11, 2025.

Review the mailing note.

**RFP Contact Info:** Leola Rogers

ĂDMH

Office of Contracts & Purchasing

**RSA** Union Building

100 North Union Street, Suite 570

Montgomery, AL 36104

Telephone Number (334) 353-7440 Email: leola.rogers@mh.alabama.gov

#### **MAILING NOTE:**

Proposals may be sent via Regular US Postal Service (USPS) Mail, Express/Overnight USPS Mail, commercial delivery service such as FedEx or UPS, or hand delivered by the closing date and time. Emailed or faxed responses are **not** accepted. Also, please note: All US Postal mail, including express/overnight mail that is dispatched to any State agency is processed thru the State mail facility before it is forwarded to the appropriate State agency, thus delaying its arrival to the department. By using the USPS, you assume the risk of delay that may result in your proposal being received late and therefore being determined to be untimely and will not be reviewed. Postmarks of the date mailed are insufficient; the proposal must **physically** be received at the listed office by the date and time specified regardless of the delivery service used. **All proposals received after the deadline will be deemed untimely and will not be reviewed.** 

#### ADDITIONAL INFORMATION

Who may respond to this RFP? Independent Licensed Psychiatry or Psychology Practitioner, Locumtenens, and Staffing Agencies.

Who may not respond to this RFP? Employees of ADMH and current State employees.

In order to transact business in the State of Alabama all businesses domestic and foreign must be registered with the Alabama Secretary of State Office. (Domestic means within the State of Alabama. Foreign means out-of-state.) Website: <a href="www.sos.alabama.gov">www.sos.alabama.gov</a>

If contracted with the State of Alabama, all vendors must enroll and actively participate in E-Verify. Website: <a href="https://www.e-verify.gov/">https://www.e-verify.gov/</a>

ALL vendor payments are processed thru the State of Alabama Accounting and Resource System (STAARS). All vendors must register with STAARS Vendor Self Service. Website: https://procurement.staars.alabama.gov/webapp/PRDVSS1X1/AltSelfService

The ADMH reserves the right to reject any and all proposals if RFP instructions are not adhered to, such as: received after deadline (see mailing note), requested # of submissions not received.

Specify facility of interest/(if applicable and listed). Each facility determines the contract vendor for their location.

Protest (Effective 10/1/2022): A bona&ide prospective bidder or offeror who is aggrieved in connection with the solicitation of a contract may protest to ADMH Director of Purchasing within 14 days of the date of issuance of the solicitation or any amendment to it, if the amendment is at issue.

(2)a. Except as provided in paragraph b., a bona fide actual bidder or offeror who is aggrieved in connection with the intended award or award of a contract may protest to ADMH Director of Purchasing within 14 days of the date the award or notification of intent to award, whichever is earlier, is posted in accordance with this article.

	Document Phase	Document Description	Page 13
2025-16	Final	RFP for Psychiatric Services	Total Pages: 23

b. A matter that could have been raised under subdivision (1) as a protest of the solicitation may not be raised as a protest of the award or intended award of a contract.

- (3) A protest filed under subdivision (1) or (2) shall be in writing, be filed with ADMH, and set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided.
- (b) ADMH, or his or her designee, may settle and resolve the protest of a bona fide actual or prospective bidder or offeror concerning the solicitation or award of a contract in accordance with rules adopted under this article.
- (c) If the protest is not resolved by mutual agreement within 10 days after the protest is filed, ADMH shall commence an administrative review of the protest and issue a decision in writing within 14 days of the review.
- (d) A copy of the decision under subsection (c) shall be mailed or otherwise furnished immediately to the protestor and any other party intervening.
- (e) A decision under subsection (c) shall be final and conclusive, unless fraudulent, or a party adversely affected by the decision appeals administratively to the Director of Finance in accordance with Section 41-4-164.

(f) In the event of a timely protest under subsection (a) or an appeal under Section 41-4-164, the state may not proceed further with the solicitation or with the award of the contract until five days after notice of the final decision is provided to the protestor, except that solicitation or award of a protested contract is not stayed if ADMH, after consultation with the head of the using agency or the head of a purchasing agency, makes a written determination that the solicitation or award of the contract without further delay is necessary to protect the best interests of the state.

**Records Request:** ADMH recognize and supports the public's right to inspect/request copies of public records in accordance with State law. Many public records and resources are available on the ADMH website: <a href="www.mh.alabama.gov">www.mh.alabama.gov</a> for review. Please view the website prior to submitting a request for records as your request may be satisfied by the information contained therein.

**RFP Submissions**: Three (3)—1 original, 1 copy, and 1 copy on a USB drive **Submit RFP Responses To**:

AL Department of Mental Health Office of Contracts & Purchasing RSA Union Building 100 N. Union Street, Suite 570

	Document Phase	Document Description	Page 14
2025-16	Final	RFP for Psychiatric Services	Total Pages: 23

## Montgomery, AL 36104

The Alabama Department of Mental Health (ADMH), hereinafter, referred to as ADMH, was established by Alabama Acts 1965, No. 881, section 22-50-2. Its purpose is to provide for the diagnosis, treatment, rehabilitation, follow up care, prevention and research into causes of all forms of mental or emotional illness, which includes alcoholism, drug addiction, epilepsy, and intellectual/developmental disability. ADMH has the statutory authority to supervise, coordinate, and establish standards for all operations and activities of the state related to mental health and the provision of mental health services.

The ADMH is soliciting proposals for psychiatric Locumtenens and/or Independent Psychology or Psychiatry Practitioners to provide services.

\_\_\_\_\_\_

## **SECTION I**

## **Contract service locations: Specify facility of interest**

- # Bryce Hospital (Bryce)
- # Mary S. Harper Geriatric Center (Harper Center)
- # Taylor Hardin Secure Medical Facility (THSMF)

## PHYSICIAN RECRUITING AND LOCUMTENENS SERVICES (Psychiatrists)

## A. Qualifications for Harper Center and THSMF:

- # Contractor must be able to provide psychiatrists who possess a current Alabama medical license issued by the State of Alabama and hold Board Certification or be Board eligibility in psychiatry.
- # Contractor must be able to provide psychiatrists who possess federal and state registration for the prescription of controlled substances.
- # Contractor must be able to provide psychiatrists who have a current DEA Certification.
- # Contractor must be able to provide psychiatrists who possess an Alabama Controlled Substance Certification.
- # Contractor must be able to provide psychiatrists who are board certified in Psychiatry by the Board of Psychiatry and Neurology.

#### **# Additional qualification for Harper Center ONLY:**

O Contractor must be able to provide board eligible Psychiatrist with at least 5 years Geriatric experience.

## B. Scope of Work for Harper Center:

- 1. Contractor agrees to use best efforts to source, screen, present, and coordinate certain logistics for independent contractor locum tenens psychiatrists (each, a "Psychiatrist") to provide part time or full-time psychiatrist medical services for locum tenens or locum tenens to permanent placement to patients at the Mary Starke Harper Geriatric Psychiatry Center as requested.
- 2. Contractor agrees to use best efforts to assist with locating a full time Geriatric Boarded Psychiatrist or board eligible Psychiatrist with at least 5 years Geriatric experience for locums to **permanent placement** for Mary Starke Geriatric Psychiatry Center as requested.
- 3. Contractor agrees to use best efforts to present Psychiatrists to provide psychiatrists services as requested on a Locumtenens basis.
- 4. Contractor agrees to use best efforts to present psychiatrists to provide evaluations, diagnosis, and treatment of patients with mental health problems and/ or needs.

	Document Phase	Document Description	Page 15
2025-16	Final	RFP for Psychiatric Services	Total Pages: 23

- 5. Contractor agrees to use best efforts to present psychiatrists to provide services during regular and after hours so that patients reach a maximum level of stability and functionality in a timely manner.
- 6. Contractor agrees to use best efforts to present psychiatrists to provide timely documentation in the patient's health record to include physician's orders, progress notes, treatment notes, initial psychiatric evaluations, and discharge summaries as it relates to patient's admission, progress, and discharges as per Mary Starke Harper Geriatric Psychiatry's policies and procedures.
- 7. Contractor agrees to use best efforts to present psychiatrists to prescribe treatment, including medications and other therapeutic measures to control or relieve symptomatic or harmful behaviors.
- 8. Contractor agrees to use best efforts to present psychiatrists to attend and monitor assigned multidisciplinary treatment team meetings/processes to ensure mandated functions are completed per policies and standards.
- 9. Contractor agrees to use best efforts to present psychiatrists to who can and will provide psychiatric opinion orally and in writing to the courts as ordered.
- 10. Contractor agrees to use best efforts to present psychiatrists who will comply with all Alabama Department of Mental Health (ADMH), Mary Starke Harper Center, Joint Commission and CMS specific policies, procedures, and standards.
- 11. Contracted service providers will participate in the Quality Assurance Program for Contracted Service: Any item related to the contracted service may be added for quality assurance. Contract review will be done periodically, and performance review forms will consider these for evaluations:
  - 1. Quality of Clinical care-items reviewed through peer review.
  - 2. Review of timeliness and quality of follow-through on items that need correction or improvement when applicable.

## C. Scope of Work for THSMF

- 1. Contractor agrees to use best efforts to source, screen and present psychiatrists who can provide day-to-day psychiatry services to a caseload of forensic acutely mentally ill patients at THSMF, including but not limited to; performing psychiatric admissions; performing evaluations on new patient admissions; responding to psychiatric emergencies while working on site and on call; evaluating/documenting patient needs for seclusion and restraint; evaluating patients on close observation; performing psychiatric evaluations/treatment program consultations on individual patients, providing on-going medication management of caseloads and providing direction to multidisciplinary team.
- 2. Contractor agrees to use best efforts to source, screen and present psychiatrists who will work on-call duty and promptly return to the hospital after hours on an as needed basis, as may be required.
- 3. Contractor agrees to use best efforts to source, screen and present psychiatrists who can provide treatment to adult forensic psychiatric patients.
- 4. Contractor agrees to use best efforts to source, screen and present psychiatrists who can work independently.
- 5. Contractor agrees to require the selected psychiatrists to comply by the rules and regulations of THSMF including the medical staff by-laws.
- 6. Contractor agrees to require the selected psychiatrists to comply with and adhere to The Joint Commission standards.
- 7. Contractor agrees to provide liability insurance to the psychiatrists assigned to THSMF, in an amount requested by THSMF.

	Document Phase	Document Description	Page 16
2025-16	Final	RFP for Psychiatric Services	Total Pages: 23

- 8. Contractor agrees to use best efforts to source, screen and present psychiatrists who will perform related duties as needed.
- 9. Contractor agrees to use best efforts to source, screen and present psychiatrists who can present the mandatory time documentation to track services rendered.
- 10. Contractor agrees to use best efforts to source, screen and present psychologists who can perform forensic evaluations and complete reports for the courts, and provide expert testimony as required.
- 11. Contractor agrees to use best efforts to source, screen and present psychologists who can perform psychological evaluations and assessments, using a variety of tests and techniques as appropriate, and complete reports of these evaluations/assessments.
- 12. Contractor agrees to use best efforts to source, screen and present psychologists who can lead psychotherapy groups and do individual psychotherapy with patients.
- 13. Contractor agrees to use best efforts to source, screen and present psychologists who can provide input regarding patients' assessments and treatment needs as part of a treatment team.
- 14. Contractor agrees to use best efforts to source, screen and present psychologists who can develop and monitor contingency management and other special treatment plans as needed.

	Document Phase	Document Description	Page 17
2025-16	Final	RFP for Psychiatric Services	Total Pages: 23

## **PSYCHOLOGY SERVICES**

#### A. Qualifications for the Bryce:

- # Doctorate degree in Psychology
- # 36 months or more clinical experience in psychological treatment and assessment.
- # Possession of licensure as a psychologist as issued by the Alabama Board of Examiners in Psychology.

#### **B.** Qualifications for the **Harper** Center:

- # Contractor must have an active Alabama Board of Examiners in Psychology license.
- # Contractor must have a doctorate degree in Psychology from an accredited college or university.
- # Contractor must have 24 months or more experience in psychological work.

## C. Qualifications for the **THSMF**:

- # Doctorate degree in Psychology
- # 36 months or more clinical experience in psychological treatment and assessment.
- # Forensic experience preferred
- # Possession of licensure as a psychologist as issued by the Alabama Board of Examiners in Psychology.

## PSYCHOLOGY SCOPE OF WORK

## D. Psychology Scope for Bryce:

- 1. Knowledge of treatment strategies, various diagnostic disorders and categories, psychological assessment interventions, and conflict intervention techniques.
- Ability to interact with patients, families, and other professionals in a courteous and professional manner.
- 3. Ability to make clinical assessments and decisions, conduct therapy, and supervise subordinates.
- 4. Ability to communicate effectively both verbally and in writing.
- 5. Ability to use personal computers and various software programs.
- 6. Ability to ensure compliance with hospital standards.
- 7. Prescribes, provides, and supervises direct care services for adult patients.
- 8. Provides group and individual therapy and crisis management programs.
- 9. Supervises and review work of non-doctoral psychology staff members. who Conduct initial psychological assessments, psychological assessment updates, discharge summaries, progress reports, psychological testing, forensic evaluations, Hospital Review Board evaluations, violence risk assessments, and suicide risk assessments.
- 10. Participates in treatment planning for adult patients including participation in treatment team review meetings, individual treatment planning conferences, and other team meetings.
- 11. Assesses, interprets, and monitors data related to the provision of services.

	Document Phase	Document Description	Page 18
2025-16	Final	RFP for Psychiatric Services	Total Pages: 23

## E. Psychology Scope for Harper Center

#### **OPTION 1**

- 1. Contractor agrees to provide direct care to geriatric patients by conducting individual and group therapy in accordance with patients' treatment plans and schedules as needed.
- 2. Contractor agrees to conduct psychological evaluations and testing for geriatric patients as needed.
- 3. Contractor agrees to participate in patient treatment planning conferences as needed for consultation.
- 4. Contractor agrees to develop and coordinate Geropsychology program at the Harper Center with the University of Alabama Psychology Department.
- 5. Contractor agrees to supervise and review the work of other assigned staff and students that provide psychology therapy.
- 6. Contractor agrees to direct, assess, and organize Psychology Department in a manner that assures geriatric patients receive appropriate, comprehensive, psychological care and services and enhances patients' quality of life in compliance with patients' individual treatment plan and Joint Commission, Medicare, & Medicaid compliance standards.
- 7. Contractor agrees to document geriatric patients' treatment progress in group notes and document in treatment plan and patient schedule.
- 8. Contractor agrees to document Psychology interventions in geriatric patients' individualized treatment plans so that each patient receives individualized treatment appropriate to reach their maximum potential with compliance with Medicare/Medicaid/Joint Commission standards.
- 9. Contractor agrees to direct and provide Performance Improvement functions for Psychology Department with emphasis on monitoring/evaluating psychological services provided to geriatric patients and implementing recommendations to improve patient care.
- 10. Contractor agrees to serve on hospital committees and participate in hospital decision/planning process to include goal setting and to facilitate improvement in the care and treatment of geriatric patients.

#### **OPTION 2**

- A. Contractor agrees to conduct psychological evaluations and testing for geriatric patients as needed.
- B. Contractor agrees to provide direct care to geriatric patients by conducting individual, group therapy, and behavioral plans in accordance with patients' treatment plans and schedules as needed.
- C. Contractor agrees to supervise and review the work of other assigned staff and students that provide psychology therapy.

**NOTE: Option 1** will be worked as a full-time equivalent position. **Option 2** will be worked as part time equivalent positions.

## F. Psychology Scope for THSMF

- 1. Knowledge of treatment strategies, various diagnostic disorders and categories, psychological assessment interventions, and conflict intervention techniques
- 2. Ability to interact with patients, families, and other professionals in a courteous and professional manner

	Document Phase	Document Description	Page 19
2025-16	Final	RFP for Psychiatric Services	Total Pages: 23

- 3. Ability to make clinical assessments and decisions, conduct therapy, and supervise subordinates
- 4. Ability to communicate effectively both verbally and in writing
- 5. Ability to use personal computers and various software programs
- 6. Ability to ensure compliance with hospital standards.
- 7. Provides, and supervises direct care services for adult patients
- 8. Provides group and individual therapy and crisis management programs including behavior modification plan.
- 9. Supervises and review the work of non-doctoral staff members who conduct HCR-20 evaluations, violence risk assessments, and suicide risk assessments.
- 10. Participates in treatment planning for adult patients including participation in treatment team review meetings, individual treatment planning conferences, and other team meetings
- 11. Assesses, interprets, and monitors data related to the provision of services

	Document Phase	Document Description	Page 20
2025-16	Final	RFP for Psychiatric Services	Total Pages: 23

#### **SECTION II**

## A. Proposal Content

## Instructions must be followed or responses will not be graded.

Each proposal is to contain specific responses to each of the following requests and respondents are encouraged to respond fully to each inquiry, but to be as concise as possible. Each facility proposal must be submitted in a separate envelope. Specify facility of interest. Submit the response to each item with the item reproduced at the top of the page of the response.

- 1. Submit a cover letter summarizing your proposal. Limit the cover letter to no more than one page. Specify facility of interest
- 2. Attach the Vendor Contact Page.
- 3. A Table of Contents of the submitted information.
- 4. Attach vendor information to include:
  - Include previous experience.
  - Include knowledge of the requested services and/or any special training.
  - Include any information pertaining to the respondent's abilities to provide the scope of work for this RFP.
- 5. Attach a **detailed** budget for services (i.e.: frequency, pay rate, **or** detailed price list etc.).
- 6. All pages should be numbered consecutively beginning with **number 1** after the cover letter.
- 7. Submit three (3) copies: one (1) original, 1 copy, and one (1) copy on a USB drive of your entire proposal. Note: Make sure at least one copy is single-sided.
- 8. Clearly print on the outside of the envelope RFP 2025-16 Psych Services.

Your entire proposal must be received at the following address no later than 2:00 pm on Friday, April 11, 2025. Please review the mailing note.

#### **Submit RFP Responses To:**

AL Department of Mental Health Office of Contracts & Purchasing RSA Union Building 100 N. Union Street, Suite 570 Montgomery, AL 36104

The Department of Mental Health assumes no responsibility for expenses incurred in the preparation of the proposal and reserves the right to reject any and all proposals. Additionally, ADMH reserves the right to waive irregularities in any proposals and request clarification of any information and negotiate with the firm and/or individual submitting the best proposal to secure more favorable conditions.

#### **B.** Evaluation Process

ADMH will examine each proposal submitted and may elect to conduct interviews with finalists. The department expects a final selection on or before May 12, 2025.

#### C. Selection Criteria

Selection shall be based on factors to be developed by the procuring state entity, which may include

- among others, the following:

  1. Specialized expertise, capabilities, and technical competence, as demonstrated by the proposed approach and methodology to meet project requirements.
  - 2. Resources available to perform the work, including any specialized services within the specified time limits for the project.
  - 3. Record of past performance, quality of work, ability to meet schedules, cost control and contract administration.
  - 4. Availability to and familiarity with the project locale.
  - 5. Proposed project management techniques.

	Document Phase	Document Description	Page 21
2025-16	Final	RFP for Psychiatric Services	Total Pages: 23

6. Ability and proven history in handling special project contracts.

## D. Evaluation Criteria

Proposals will be evaluated based on their responsiveness to the items contained in the content section of this Request for Proposal. It is expected that the review committee will rate responses according to the following ways:

1. Experience, stability and reputation –35%

2. Understanding of and responsiveness to the Request for Proposal – 15%

3. Expertise and knowledge of the requested service – 35%

	Document Phase	Document Description	Page 22
2025-16	Final	RFP for Psychiatric Services	Total Pages: 23

## 4. Budget – 15% SECTION III SCHEDULE OF EVENTS

## RFP 2025-16 Psychiatric Services

The following RFP Schedule of Events represents the ADMH's best estimate of the schedule that shall be followed. Except for the deadlines associated with the vendor question and answer periods and the proposal due date, the other dates provided in the schedule are estimates. ADMH reserves the right, at its sole discretion, to adjust this schedule as it deems necessary. Notification of any adjustment to the Schedule of Events shall be posted on the RFP website at www.mh.alabama.gov for review.

Please note the date for submitting any questions. ADMH will not accept any questions after this date. All times are in Central Time.

Date	Event	Notification
March 20, 2025	RFP Release	USPS, ADMH Website, and STAARs website
March 26, 2025 by 2:00 pm	Deadline for RFP questions.  Submit in Word—No tables	Email to leola.rogers@mh.alabama.gov
March 31, 2025	RFP Q&A to be posted for review	ADMH website www.mh.alabama.gov
April 11, 2025 2:00 pm	RFP Submissions (3): One original, one copy, & 1 USB drive copy	USPS or FedEx or UPS (Review mailing note)
<b>April 11, 2025</b> 2:00 pm	RFP Closing Date	USPS or FedEx or UPS (Review mailing note)
May 12, 2025 Approximately	Notification of selection status	USPS (In writing)

The RFP is posted on ADMH website at www.mh.alabama.gov for review.

## **Submit RFP Responses To:**

AL Department of Mental Health Office of Contracts & Purchasing RSA Union Building 100 N. Union St., Suite 570 Montgomery, AL 36104

	Document Phase	Document Description	Page 23
2025-16	Final	RFP for Psychiatric Services	Total Pages: 23

# RFP 2025-16 CONTACT PAGE

Enter the agency contact for the RFP and attach after the cover letter.

Legal Name	
Street Address	
City, State & Zip Code	
Contact Person	
Contact Phone	
Email	