

Winnebago County - Purchasing Department

404 Elm Street Room 202

Rockford, Illinois 61101

(815)319-4380 Purchasing@purchasing.wincoil.gov

https://wincoil.gov/departments/purchasing-department

REQUEST FOR PROPOSALS	23P-2267	ISSUE DATE	2/17/2023
RFP TITLE	THERAPY SERVICES		
RFP DUE DATE	3/20/2023	DUE TIME (CST)	11:30 AM
SUBMIT 5 PAPER COPIES, P	LUS 1 MEMORY STICK	BOND REQUIRED	NONE

The County of Winnebago, Illinois, hereby solicits qualified and interested firms to submit proposals for providing all services, supervision, labor and equipment necessary to provide Therapy Services at River Bluff Nursing Home.

Proposer's proposals must be delivered by the date and time listed under Schedule of Events to:

Winnebago County Purchasing Department 404 Elm Street - Room 202 Rockford, IL 61101

OVERVIEW OF THE COUNTY OF WINNEBAGO:

The County of Winnebago is a unit of local government in the State of Illinois with a current population of almost 300,000 as estimated by the US Census Bureau, within its 519 square miles. It is the 7th most populous County in Illinois. The governing body is the County Board, which is comprised of twenty members. The County has eighteen (18) constructed facilities in various locations totaling approximately 1,684,230 SF.

CONTRACT TERM

The resulting contract agreement is for a two year agreement with three additional option years for a total of up to five (5) year term. Delays in the proposal process may result in an adjustment of the anticipated contract starting date.

CONTRACT ADMINISTRATION

Winnebago County will administer the contract. The successful Proposer will be required to submit invoices on a monthly basis and must document details upon request justifying the billing to include timesheets, if applicable.

GENERAL REQUIREMENTS

This is a Request for Proposals. Proposals will be opened and evaluated in private and submittal information will be kept confidential until a final selection is made.

WHERE TO FIND THE SOLICIATION AND ANY ADDENDA

The solicitation and any addenda can be obtained at the county's official site for all Bids: <u>https://wincoil.gov/departments/purchasing-department</u>

SUBMISSION DATE AND TIME

No later than 11:30 a.m. (CST) on March 20, 2023— Proposals received after the submittal time will be rejected. (Refer to Schedule of Events)

There will be a MANDATORY PRE-PROPOSAL MEETING at River Bluff Nursing Home- 4401 North Main Street, Rockford, IL 61103 in the Finch Room at 2:00 PM on March 6, 2023.

CONTACT PERSON: Ann Johns, Director of Purchasing – <u>purchasing@purchasing.wincoil.gov</u>

2/17/2023	RFP Solicitation is made available
3/6/2023	Mandatory Pre-Proposal Meeting 2:00 p.m.
3/8/2023	Questions emailed to <u>purchasing@purchasing.wincoil.gov</u> by 2:00 p.m.
3/10/2023	Questions answered via Addendum sent and posted on website by 4:00 p.m.
3/20/2023	RFP submittals due by 11:30am

SCHEDULE OF EVENTS

SECTION ONE: GENERAL CONDITIONS

AMERICANS WITH DISABILITIES ACT

The Proposer will comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 USC 12101-12213) and all applicable Federal Regulations under the Act, including 28 CFR Parts 35 and 36.

CANCELLATION

The County of Winnebago reserves the right to cancel any Contract in whole or in part without penalty due to failure of the Proposer to comply with terms, conditions and specifications of their awarded Contract.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

The Proposer certifies, by submission of this Proposal or acceptance of this Contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this Proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, Contracts, and Subcontracts. Where the Proposer or any lower tier participant is unable to certify to this statement, it shall attach an explanation in their proposal response.

Additionally, for all new Proposer's and Proposer's to be paid, the Purchasing Department will review the Federal and State Excluded Parties List System prior to requesting the Proposer be created in our accounting system.

COMPLIANCE WITH LAWS

All services, work and materials that in any manner affect the production, sale, or payment for the product or service contained herein must comply with all Federal, State, County and Municipal laws, statutes, regulations, codes, ordinances and executive orders in effect now or later and whether or not they appear in this document, including those specifically referenced herein. The successful Proposer must be authorized to do business in the State of Illinois, and must be able to produce a Certificate of Good Standing with the State of Illinois upon request.

The Proposer must obtain all licenses, certificates and other authorizations required in connection with the performance of its obligations hereunder, and Proposer must require any and all Subcontractors to do so. Failure to do so is an event of disqualification and/or default and may result in the denial of this Proposal and/or termination of this Agreement.

In the event Federal or State funds are being used to fund this Contract, additional certifications, attached as addenda, will be required. Lack of knowledge on the part of the Proposer/Composer will in no way be cause for release of this obligation. If the County becomes aware of violation of any laws on the part of the Proposer, it reserves the right to reject any Proposal, cancel any Contract and pursue any other legal remedies deemed necessary.

COST OF THE PROPOSAL

Expenses incurred in the preparation of Proposals in response to this RFP is the Proposer's sole

responsibility. There is no expressed or implied obligation by the County to reimburse any individual or firm for any costs incurred in preparing or submitting Proposals, providing additional information when requested by the County, or for participating in any selection interviews.

DISPUTES

In case of disputes as to whether or not an item or service quoted or delivered meets specifications, the decision of the Director of Purchasing, or authorized representative, shall be final and binding to all parties.

FREEDOM OF INFORMATION

Any responses and supporting documents submitted in response to a Proposal will be subject to disclosure under the Illinois Freedom of Information Act. The County will assume that all information provided in a Proposal is open to inspection or copying by the public unless clearly marked with the appropriate exception that applies under the Freedom of Information Act.

Additionally, if providing documents that you believe fall under an exception to the Freedom of Information Act, please submit both an un-redacted copy along with a redacted copy which has all portions redacted that you deem to fall under a Freedom of Information Act exception.

GOVERNING LAWS AND REGULATIONS

The Proposer is required to be familiar with and shall be responsible for complying with all Federal, State, and local laws, ordinances, rules, and regulations that in any manner affect the work. Knowledge of occupational license requirements and obtaining such licenses for Winnebago County and municipalities within Winnebago County are the responsibility of the Proposer.

HOLD HARMLESS CLAUSE

The Proposer covenants and agrees to indemnify, hold harmless and defend Winnebago County, its Board members, officers, employees, agents and servants from any and all claims for bodily injury, including death, personal injury, and property damage, including damage to property owned by County, and any other losses, damages, and expenses of any kind, including attorneys' fees, costs and expenses, which arise out of, in connection with, or by reason of services provided by the Proposer or any of its Sub-consultant(s) in any tier, occasioned by the negligence, recklessness, or intentionally wrongful conduct of the Proposer, or its Sub-consultant(s) in any tier, their officers, employees, servants or agents. In the event that the completion of the project (to include the work of others) is delayed or suspended as a result of the Proposer's failure to purchase or maintain the required insurance, the Proposer shall indemnify the County from any and all increased expenses resulting from such delay.

Should any claims be asserted against the County by virtue of any deficiency or ambiguity in the plans and specifications provided by the Proposer, the Proposer agrees and warrants that Proposer shall hold the County harmless and shall indemnify it from all losses occurring thereby and shall further defend any claim or action on the County's behalf.

INDEMNITY

The Proposer shall, at all times, fully indemnify, hold harmless, and defend Winnebago County and their officers, agents, and employees from and against any and all claims and demands, actions, causes of action, and cost and fees of any character whatsoever made by anyone whomsoever on account of or in any way growing out of the performance of this Contract by the Proposer and its employees, or because of any act or omission, neglect or misconduct of the Proposer, its employees and agents or its Subcontractors including, but not limited to, any claims that may be made by the employees themselves for injuries to their person or property or otherwise, and any claims that may be made by the employeer's violation of the Illinois Prevailing Wage Act (820 ILCS 130/1 et seq.).

Such indemnity shall not be limited by reason of the enumeration of any insurance coverage or bond herein provided. Nothing contained herein shall be construed as prohibiting Winnebago County and their officers, agents, or its employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, actions or suits brought against them.

The Proposer shall likewise be liable for the cost, fees and expenses incurred in Winnebago County's or the Proposer's defense of any such claims, actions, or suits. The Proposer shall be responsible for any damages incurred as a result of its errors, omissions or negligent acts and for any losses or costs to repair or remedy construction as a result of its errors, omissions or negligent acts.

NON-COLLUSION

The Proposer, by its officers, agents or representatives present at the time of filing this RFP, say that neither they nor any of them, have in any way directly or indirectly, entered into any arrangement or agreement with any other Proposer's, or with any public officer of the County of Winnebago, Illinois, whereby, the Proposer has not paid or is to pay to such Proposer or public officer any sum of money, anything of value or has not directly or indirectly entered into any arrangement or agreement with any other Proposer(s). Whereby, no inducement of any form or character other than that which appears upon the face of the RFP will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the said RFP or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds on the Contract sought by this RFP.

PROMPT PAYMENT ACT

The Proposal should provide that all payments are subject to Local Governmental Prompt Payment Act.

PROTEST

Firms wishing to protest any RFP and/or awards shall notify the Director of Purchasing in writing within five (5) calendar days after the RFP due date/opening. The notification should include the RFP number, the name of the firm protesting and the reason why the firm is protesting the RFP. The Director of Purchasing will respond to the protest within five (5) calendar days.

RESERVATION OF RIGHTS

Winnebago County reserves the right to reject any or all Proposals failing to meet the County specifications or requirements and to waive technicalities. If, in the County's opinion, the lowest Proposal is not the most responsible Proposal, considering value received for monies expended, the right is reserved to make awards as determined solely by the judgment of the County.

Intangible factors, such as the Proposer's reputation and past performance, will also be weighed. The Proposer's failure to meet the mandatory requirements of the RFP will result in the disqualification of the Proposal from further consideration.

Winnebago County further reserves the right to reject all Proposals and obtain goods or services through intergovernmental or cooperative agreements, or to issue a new and revised RFP.

Submission of a Proposal confers no rights on the Proposer to a selection or to a subsequent Contract. All decisions on compliance, evaluation, terms and conditions shall be made solely at Winnebago County's discretion and shall be made in the best interest of the County.

TERMINATION, CANCELLATION AND DAMAGES

The County may terminate based on the Proposer's breach or default. Unless the breach or default creates an emergency, as determined in the County's sole discretion, the Proposer shall be given notice and a five (5) day opportunity to cure before the termination becomes effective.

If the County terminates this Contract because of the Proposer's breach or default, the County shall have the right to purchase items or services elsewhere and to charge the Proposer any additional cost incurred, including but not limited to the cost of cover, incidental and consequential damages and the cost of re-bidding. The County may offset these additional costs against any sums otherwise due to the Proposer under this Proposal or any unrelated Contract.

Winnebago County may terminate any Contract or agreement resulting from this RFP at any time for any reason by giving at least thirty (30) days' notice in writing to awarded Proposer. If the Contract is terminated by the County as provided herein, the Proposer will be paid a fair payment as negotiated with the County for the work completed as of the date of termination.

PROPOSER'S RESPONSIBILITY FOR SERVICES PROPOSED

The Proposer must thoroughly examine and will be held to have thoroughly examined and read the entire RFP document. Failure of Proposer's to fully acquaint themselves with existing conditions or the amount of work involved will not be a basis for requesting extra compensation after the award of a Contract.

WITHDRAWAL OF PROPOSALS

Proposals may be modified or withdrawn by an authorized representative of the Proposer or by formal written notice prior to the final due date and time specified for Proposal submission. Submitted Proposals will become the property of the County of Winnebago after the Proposal submission deadline.

However, no Proposer shall withdraw or cancel their Proposal for a period of sixty (60) days after said advertised closing time for the receipt of Proposals; the successful Proposer shall not withdraw or cancel their Proposal after having been notified by the Director of Purchasing that said Proposal has been accepted by the County Board.

The Proposer, by signing the Proposal Bid Form, acknowledges, understands and abides by all of the above "Requirements for Bidding and Instructions to Proposers".

END OF SECTION ONE: GENERAL CONDITIONS

SECTION TWO: INSTRUCTION TO PROPOSERS

1.1 INTRODUCTION/BACKGROUND

This Proposal is to furnish and deliver Therapy Consulting Services: Physical Therapy, Occupational Therapy and Speech Therapy for the RBNH (RBNH). Offerors must provide all services, as required, to ensure a comprehensive and successful program.

1.2 COPIES OF RFP DOCUMENTS

- Only complete sets of RFP solicitation documents should be used for preparing proposals. The County does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets.
- Complete set of RFP documents must be obtained on the County's website at: <u>https://wincoil.gov/departments/purchasing-department</u>
- Submitted Proposals MUST include all forms and requirements as called for in the Request for Proposals. Failure to include all necessary forms and licenses will result in a non-responsive proposal.

1.3 EXAMINATION OF RFP DOCUMENTS

- Each Proposer shall carefully examine the RFP and other documents, and inform himself thoroughly regarding any and all conditions and requirements that may in any manner affect cost, progress, or performance of the work to be performed under the proposal. Ignorance on the part of the Proposer shall in no way relieve him/her of the obligations and responsibilities assumed under the proposal.
- Should a Proposer find discrepancies or ambiguities in, or omissions from, the specifications, or should he/she be in doubt as to their meaning, he/she shall at once notify the County by email at purchasing@purchasing.wincoil.gov by the Schedule of Events deadline.

1.4 INTERPRETATIONS, CLARIFICATIONS, AND ADDENDA

No oral interpretations will be made to any Proposer as to the meaning of the documents. Any inquiries or requests for interpretation must be received *in writing* by the date specified, in the Schedule of Events, emailed to <u>purchasing@purchasing.wincoil.us</u>

All such changes or interpretation will be made in writing in the form of an addendum and, if issued, shall be posted on the County's website no later than <u>five (5) business days</u> prior to the established Proposal due date. It shall be the Proposer's sole responsibility thereafter to find and download the addendum.

Each Proposer MUST acknowledge receipt of such addenda on the Proposal Signature Form. All addenda are a part of the documents and each Proposer will be bound by such addenda, whether or not received by him/her. It is the responsibility of each Proposer to verify that he/she has received all addenda issued before proposals are opened.

1.5 PREPARATION OF PROPOSALS

Signature of the Proposer: The Proposer must sign the proposal forms in the space provided for the signature. If the Proposer is an individual, the words "Doing Business As", or "Sole Owner" must appear beneath such signature. In the case of a Partnership, the signature of at least one of the partners must follow the firm name and the words "Member of the Firm" should be written beneath such signature.

If the Proposer is a limited liability company, the title of person signing the Proposal on behalf of the limited liability company must be stated and evidence of his authority to sign the Proposal must be submitted.

1.6 SUBMISSION OF PROPOSALS

- A. Proposals shall be submitted to Winnebago County at the designated location not later than the time and date for receipt of proposals indicated in the RFP solicitation, or any extension thereof made by Addendum. Winnebago County's representative authorized to open the proposals will decide when the specified time has arrived and no Proposals received thereafter will be considered. Proposals received after the time and date for receipt of Proposals will be returned unopened.
- B. Winnebago County Purchasing Department receives proposals by paper only. Please DO NOT email or fax proposals.
- C. Each Proposer shall submit with his Proposal the required evidence of his qualifications and experience.

1.7 REQUIRED COUNTY FORMS

Proposer shall complete and execute the forms specified in the RFP (Proposal Signature Form, Business References, Vendor Registration Form, W-9 Form and Suspension and Debarment Certification Form); failure to provide executed documents may result in Proposer being determined to be not fully responsive to the RFP.

1.8 MODIFICATION OF PROPOSALS

Written modification will be accepted from firms if addressed to the entity and address indicated in the Request for Proposals and received prior to Proposal due date and time. Prior to the time and date designated for receipt of Proposals, any Proposal submitted may be modified by delivery to the County Purchasing Department of a complete Proposal as modified.

All emails shall be marked "Modified Proposal" delivery shall comply with requirements for the original proposal.

1.9 RESPONSIBILITY FOR PROPOSAL

The Proposer is solely responsible for all costs of preparing and submitting the proposal, regardless of whether a contract award is made by the County. Unless otherwise specified by the Proposer, the County has no less than one hundred twenty (150) day to make a final selection.

1.10 RECEIPT AND OPENING OF PROPOSALS

The properly identified Proposals received on time will be opened by the County Purchasing Department. Any Proposal not received by the Purchasing Department on or before the deadline for receipt of proposals designated in the solicitation or Addendum(s) will not be opened.

1.11 NEGOTIATIONS

The County MAY elect to negotiate a contract with the highest qualified firm(s) at compensation and for a term that the County determines in writing to be fair and reasonable. In making this decision, the County shall take into account the estimated value, scope and complexity and firm's nature of the services to be rendered. Also, consider how much subcontract the firm(s) will need to use for a project.

If the County is unable to negotiate a satisfactory contract with any of the top selected firms, the County may re-advertise the project.

1.12 AWARD OF CONTRACT

- A. The County reserves the right to waive any informality in any proposal, or to re-advertise for all or part of the work contemplated. If proposals are found to be acceptable, written notice will be given to the selected Proposer of the award of the contract. The County reserves the right to reject any and all proposals.
- B. If the award of a contract is annulled, the County may award the contract to another Proposer(s), or the work may be re-advertised or may be performed by other qualified personnel as the County decides.
- C. A contract will be awarded to the Proposer(s) deemed to provide the services which are in the best interest of the County.
- D. The County also reserves the right to reject the proposal of a Proposer who has previously failed to perform properly or to complete contracts of a similar nature on time.

1.13 MANADATORY PRE-PROPOSAL MEETING and/or INSPECTIONS

If identified in this solicitation, the County may conduct a mandatory or non-mandatory preproposal meeting and/or allow prospective vendors to inspect the location where the work will be performed. When applicable, the solicitation will identify whether a mandatory or a nonmandatory pre-proposal meeting and/or inspection will be held. The Director of Purchasing, or designee, is responsible for facilitating the mandatory or non-mandatory pre-proposal meeting.

The Director of Purchasing, or designee will require that all attendees sign-in on a Pre-Proposal Meeting Sign-In Form and that form will be maintained as part of the solicitation file.

Open dialog from potential vendors and the County is encouraged during the pre-proposal meeting and/ or inspection as vendor questions may assist the County in identifying potential gaps in the solicitation and provide valuable information a vendor may need to submit an accurate proposal. Statements made by the Director of Purchasing or designee at a pre-proposal meeting and/or inspection are not considered revisions or additions to the solicitation. Any changes made to the solicitation following a pre-proposal meeting must be made in writing and will act as an addendum to the original issued solicitation.

1.14 SUBCONTRACTORS

No Subcontractors shall be used for this contract.

1.15 ACCURACY DISCLAIMER

The Contractor shall thoroughly acquaint himself with the services required for the proposal to fully understand the facilities, difficulties and restrictions attending to the execution of the proposal. The Contractor will be allowed no additional compensation for his failure to be so informed.

1.16 CONTRACTOR ORIENTATION

All contracted staff assigned to perform work on the premises will be required to attend a Contractor Orientation session covering relevant policies, procedures and protocol of the RBNH prior to the commencement of work.

1.17 CRIMINAL BACKGROUND CHECK

All contracted staff assigned to perform work on the premises will be subject to a review of their criminal history record.

1.18 HIPAA CONFIDENTIALITY AGREEMENT

The RBNH has a legal and ethical responsibility under the Health Insurance Portability and Accountability Act ("HIPAA") to safeguard the privacy of all patients and to protect the confidentiality of their Protected Health Information. In the course of working at RBNH, the successful business and/or its employees may come into possession of Protected Health Information or other confidential patient information, even though patient services are not part of the successful Contractor's assigned duties.

1.19 CERTIFICATE OF INSURANCE AND INSURANCE REQUIREMENTS

The Proposer shall be responsible for all necessary insurance coverage as indicated below. Certificates of Insurance must be provided to Winnebago County within fifteen (15) days after award of contract or acceptance of the proposal, with Winnebago County listed as additional insured as indicated. If the proper insurance forms are not received within the fifteen (15) day period, the contract may be awarded to the next selected Proposer/Proposer. Policies shall be written by companies licensed to do business in the State of Illinois and having an agent for service of process in the State of Illinois. Companies shall have an A.M. Best rating of VI or better.

TYPE OF INSURANCE	MINIMUM ACCEPTABLE LIMITS OF LIABILITY
Workers Compensation	Statutory
Employers Liability	
A. Each Accident	\$2,000,000
B. Each Employee-disease	\$2,000,000
C. Policy Aggregate-disease	\$2,000,000
Commercial General Liability	
A. Per Occurrence	\$2,000,000
B. General Aggregate	\$2,000,000
1. General Aggregate- Per project	\$2,000,000

2. General Aggregate - Products/ Completed Operations	\$2,000,000
Business Auto Liability	\$2,000,000
Professional Errors and Omissions	\$2,000,000

The County of Winnebago shall be named as an Additional Insured on the General Liability and Vehicle Liability policies.

1.23 CHANGES IN INSURANCE COVERAGE:

The Proposer will immediately notify the Winnebago County Purchasing Department if any insurance has been cancelled, materially changed, or renewal has been refused and the Proposer shall immediately suspend all work in progress and take the necessary steps to purchase, maintain and provide the required insurance coverage(s) and limits.

If suspension of work should occur due to insurance requirements, upon verification by the County of required insurance, the County will notify Proposer when they can proceed with work. Failure to provide and maintain required insurance coverage(s) and limits could result in immediate cancellation of the Contract and the Proposer shall accept and bear all costs that may result due to the Proposer's failure to provide and maintain the required insurance.

END OF SECTION TWO: INSTRUCTION TO PROPOSERS

SECTION THREE: PROPOSAL SPECIFICATIONS

This Proposal is to furnish and deliver Therapy Consulting Services: Physical Therapy, Occupational Therapy and Speech Therapy for the RBNH (RBNH). Offerors must provide all services, as required, to ensure a comprehensive and successful program.

BACKGROUND

River Bluff Nursing Home operates a skilled nursing home facility with 304 beds. The facility is operated by the County of Winnebago.

The facility comprises of a 76 bed unit dedicated to post-acute care. The rest of the beds are dedicated to long-term care. All 304 beds are Medicaid certified. 152 beds are Medicare certified. The facility operates as an inpatient center, which offers skilled physical therapy, occupational therapy, and speech therapy, as well as a Wellness/Fitness center.

Therapy services provided at the River Bluff Nursing Home for calendar year 2022 averaged: 2565 Medicare A days, 512 Managed Care days, and 12,814 Medicare B units. The average usage amounts specified in this solicitation are based on an average daily census of 138 residents, however, are approximates only, and are given for the information of the Offeror, and for the purpose of Proposal evaluation. They do not indicate the actual amount, which may be spent annually, since such volume will depend upon the requirements of the residents.

CERTIFICATIONS, LICENSES AND QUALIFICATIONS

Contractors need to comply with the Illinois Department of Public Health (IDPH), and Centers for Medicare & Medicaid Services (CMS), and other relevant regulatory agency requirements including but not limited to background checks, licensure verification/maintenance, competencies, employee physicals, etc.

Awarded Contractor shall have all the necessary qualifications, certifications, and/or licenses pursuant to Federal and State law and regulations to provide the services required. Offeror shall further warrant that it is not excluded from any State or Federal health care program, or any third party payer program, has not been excluded from any such program, and that no basis exists for such exclusion. Offeror finally shall warrant that it has not been subject to any final adverse action as defined under the Health Care Fraud and Abuse Data Collection Program.

Awarded Contractor shall agree to notify the RBNH within twenty-four (24) hours, by certified mail, if: (a) a final adverse action is taken or threatened against Offeror; (b) the same or substantially similar services provided to any other of Awarded Contractors clients is the subject of inquiry or investigation by any governmental agency, intermediary, or other third party payer; and (c) any adverse action is taken against any other of Awarded Contractors clients in connection with substantially similar services.

SCOPE OF WORK

It is the intention of the County is to award a contract to a Contractor who will provide Physical Therapy, Occupational Therapy and Speech Therapy for the RBNH. Offerors must provide services as required to ensure a comprehensive and successful program.

SERVICES TO BE INCLUDED IN COST

Awarded Contractor will provide the Services in accordance with all applicable Federal and State laws, rules and regulations, and reasonable RBNH policies and procedures and rules of third party payors that cover the Services.

TERM OF AGREEMENT INCLUDING RENEWAL & EXTENSION

The term of the awarded agreement will be for a two (2) year period, and shall be subject to up to three (3) additional one-year renewal period, provided there is no change in the terms, conditions, specifications, and pricing structure, unless mutually agreed to by both parties. In no event shall the term plus renewals exceed five (5) years, unless approved by the Winnebago County Board. The Awarded Contractor shall notify the County, in writing, of its intent to the contract within ninety (90) days of the expiration date of the Contract.

The County of Winnebago reserves the right to extend the term of this agreement when necessary to continue a source or sources of supply whenever new or renewal contracts are not completed prior to the expiration date. Such extensions are dependent upon the agreement of the Offeror and shall not exceed one- hundred twenty (180) days. In the formation of the final awarded Contract, the County will select, from the options shown herein, the options which are most advantageous to the County. Pricing must be maintained for at least the first two (2) years of the contract.

USE OF COUNTY PROPERTY

Awarded Contractor will use utmost care in the operation of therapy equipment and the use of therapy supplies supplied by RBNH. Awarded Contractor shall recommend to RBNH the appropriate types of equipment and quantities of supplies necessary to provide Services to residents. All equipment and supplies will be purchased at the discretion of RBNH and supplies will be used based on mutually agreed upon criteria.

RECORDS AND REPORTS

Contractor shall keep full and accurate records of the therapy service operation covered by these specifications. All such records shall be retained for a period of seven (7) years following the year to which they pertain. Records are subject to audit by the Secretary of Health and Human Services, Centers for Medicare and Medicaid Services, their intermediaries, or upon request of the Winnebago County Auditor, or any of their duly authorized representatives. The County reserves the right to audit financial records of any awarded Contractor.

MANDATORY REQUIREMENTS

No further evaluation of the proposal will take place if provider is unable to provide all of the services listed in this section.

• Conduct therapy evaluations upon receipt of a written order from a resident's physician. The evaluations should include a recommended plan of care, including duration and frequency of treatment. The evaluations should be completed within 48 hours and submitted for physician review and certification. Awarded Contractor will reply on written orders received from a resident's physician to indicate medical necessity of therapy services.

- Upon receipt of a written order for therapy treatment from a resident's physician, provide treatment in a timely manner, in accordance with the physician's plan of care. In addition, all therapy records including but not limited to evaluation and progress notes, treatment logs, care plan additions and updates, and any other relevant and required information will be completed and filed in the medical record within 24 hours of service completion. Awarded Contractor will communicate verbally and in writing to resident's physician and to other health care professionals involved in the resident's care, as appropriate, observations as to progress and expected goals and treatment.
- Provide onsite evaluation and treatment services 6 days a week.
- Provide onsite evaluation and treatment services to residents up to 6 times per week.
- Proof of skills competencies, criminal background/fingerprint check and current information are to be available to RBNH upon request.
- All therapists must be in possession of appropriate Illinois/national licensure/certification.
- All medical records pertaining to rehabilitation will be available in the resident's medical record within 24 hours of service completion, and within 24 hours of resident's discharge from the nursing home.
- Treatments provided to a resident shall be in accordance with the Medicare Resource Utilization Groups IV (RUGs)/Prospective Payment System, PDPM (Patient Driven Payment Model) or Medicare Part B/third party payer regulations, and shall be provided according to the plan of care determined by the physician.
- Provide to RBNH accurate treatment and Assessment Reference Date (ARD) information necessary for completion of the Minimum Data Set (MDS), this includes completion of MDS section GG within. The above MDS information should be provided in a time period established by RBNH.
- Provide timely and periodic screenings per quarterly MDS schedule or as needed to all residents of RBNH, and address any declines per the MDS or other relevant documentation as it pertains to rehabilitation.
- Awarded Contractor shall provide services through its properly licensed therapist, or at its discretion, by properly licensed therapy assistants, supervised in accordance with applicable State and Federal regulations. Awarded Contractor will provide to RBNH copies of current licenses or registrations for its personnel providing Services hereunder.
- Awarded Contractor will on RBNH's request, assist in providing appropriate consultation to staff, and in-service education, on therapy topics related to treatment of residents.
- Awarded Contractor will prepare and maintain such records of Services rendered and billing information in such form as required by the nursing home and any third party payer which covers Services rendered hereunder. All documentation for billings to Medicare/Third party payer sources will be provided upon request by RBNH within a mutually agreed upon format and timeframe.

- Awarded Contractor will submit to RBNH, accurate information pertaining to billing for Medicare or third party payers immediately following month of service or as mutually agreed upon between the parties.
- Awarded Contractor will maintain confidentiality of patient records/medical condition in accordance with State and Federal Laws and regulations.
- Awarded Contractor will collaborate with RBNH to provide mutually acceptable staffing levels to meet the Rehabilitation requirements within mutually acceptable timelines. Awarded Contractor will also ensure Rehabilitation staffing is able and flexible to meet the demands of a variable Rehabilitation census.
- Awarded Contractor will participate in facility utilization reviews thereby monitoring length of stays/ appropriateness of rehab services/discharge planning in accordance with PPS/Medicare and third party payers. Awarded Contractor will manage RUGS/PPS system, PDPM (Patient Driven Payment Model) as it pertains to rehabilitation services in an appropriate and timely manner.
- Develop and participate in "client-centered" programs such as Falls Management, Wound Care, Seating/Positioning, Restorative Dining, etc. as needed.
- Awarded Contractor will promote utilization of Nursing Restorative Services and Physical Rehabilitation Services in accordance with the Medicare Resource Utilization Groups IV (RUGs)/ Prospective Payment System, PDPM (Patient Driven Payment Model) or Medicare Part B/third party payer regulations, and shall be provided according to the plan of care determined by the physician.
- Awarded Contractor will participate in Interdisciplinary patient care conferences for the Medicare certified unit and the long-term care units as appropriate.
- Awarded Contractor will conduct quarterly Quality Assurance audits to ensure that rehabilitation procedures/processes are in compliance with Federal and State Regulations, and RBNH policy and procedures. Audits may include but not be limited to documentation, timeliness of evaluations, progress notes and discharge summaries, and other performance improvement activities. Such records shall remain the property of Awarded Contractor, but shall be available to RBNH for review and copying on request.
- Provide quality "client-centered" resident care with focus on customer service. Participate in service recovery issues as appropriate.
- Awarded Contractor will have a corporate compliance policy that complies with Federal and State regulations.
- Conduct Satisfaction surveys with focus on clients.

REHABILITATION STATISTICS FOR 2022:

MEDICARE A 2565 DAYS

MEDICARE B 12,814 TOTAL UNITS

OCCUPATIONAL THERAPY	5,270
PHYSICAL THERAPY	7,171
SPEECH THERAPY	373

MANAGED CARE 512 DAYS

END OF SECTION THREE: PROPOSAL SPECIFICATIONS

SECTION FOUR: PROPOSAL AWARD CRITERIA

RBNH will use the following criteria to evaluate the RFP proposals. This is not a comprehensive list, nor does the arrangement imply order of importance.

The relative importance of these factors involves management judgment and will include both objective and subjective analysis. A proposal may or may not be eliminated from consideration for failure to comply with one or more of the requirements depending on the critical nature of the requirements. The selection of any Contractor shall be at the sole discretion of the County's RFP Evaluation Committee.

Compliance with RFP Instructions: The proposal will be evaluated for compliance with the instructions set forth in this RFP. Significant non-compliance may be grounds for disqualification. The County will not waive material defects. Failure to sign the response or exceptions to mandatory requirements will cause the proposal to be rejected.	Pass or Fail
Proposal Specifications: The proposal will be evaluated on the ability to meet the requirements outlined in the RFP Specifications, including but not limited to Outcome Measures, Satisfaction Surveys, Quality Audits and Improvement Processes. RUGs Utilization and Management programs, Medicare B and other specialty programming may also be evaluated.	30%
Proposed Pricing: The proposal will be evaluated on the aggressiveness of pricing offered. Only those proposals, which are deemed satisfactory as to other criteria, will be reviewed for pricing. Transition costs to a new provider may also be evaluated.	40%
Service, Support and Staffing Resources : The proposal will be evaluated including but not limited to the following):	30%
Offeror's demonstrated levels of service, support, and staffing resources. Also reviewed will be demonstrated staff training and qualifications, ability to provide appropriate staffing levels, local support, and length of service in approximate markets, similar project experience and references.	

SECTION FOUR: PROPOSAL AWARD CRITERIA

SECTION FIVE: RFP SUBMISSION REQUIREMENTS

Technical proposals must provide a concise description of the Proposer's ability to satisfy the requirements of the RFP with emphasis on completeness and clarity of the content. The following administrative requirements shall govern the preparation and submission of every proposal response.

PACKAGING AND FORMAT/EXPLANATION OF SECTIONS

Each response must be sealed to provide confidentiality of the information prior to the submission date and time. Winnebago County will not be responsible for premature opening of responses not properly labeled. Clearly mark one response copy as the "ORIGINAL PROPOSAL", and enclose originals of the required forms.

Each response must contain the following information and pages should be numbered consecutively with a set of tabs inserted to identify the following sections of the proposal:

- Cover Letter
- Request For Proposal and Acknowledgement of Addenda (if any)
- Company Information
- Experience
- Sample Reports
- Escalation Procedures
- References / Specialized Experience
- Pricing Options

TAB 1. COVER LETTER

Include the original signed cover letter with the original proposal and a copy of the cover letter with each copy of the proposal. The cover letter should provide the following:

- Name, title, phone number, email and address
- Highlights of qualifications and ability to perform the project services
- Signature of authorized officer

TAB 2. REQUEST FOR PROPOSAL AND ADDENDA (IF ANY)

The original Request for Proposal solicitation and any Addenda issued, should be included with your proposal. The copy of the Addenda in the response proposal shall serve as acknowledgement of its issuance.

TAB 3. COMPANY INFORMATION

1. Organizational structure of business

2.Total number of employees -full-time & part-time (by category: P.T., C.O.T.A., etc.)

- 3.Years in business using current business name.
- 4. Employee turnover ratio for the past two years (by category: P.T., C.O.T.A., etc.)

5. Provide outline of support training and development programs.

6.Identify plan for improving and maintaining /Medicare/Managed Care census.

7. Include plan for improving & maintaining rehab referral from referring hospitals.

- 8. Provide evidence of strong network of local management and support staff. Include information on how ongoing corporate support will be provided.
- 9. Provide evidence of staffing resources for skilled rehab staff. Include information on average staff tenure at similar facilities and timeframe for providing additional staffing during vacations, emergency situations and caseload increases.
- 10. Describe length of time locally in the long-term care market.
- 11. Describe any other proposals/terms of programs your business offers.
- 12. Describe any referral networks or managed care provider contracts you are associated with and per Diem rates.
- 13. Identify any specialty programs or services that you currently provide to clients.
- 14. Therapy related denial rate with current client base & measures to counteract denials.
- 15. Provide examples of systems for accurate minute management.

TAB 4. EXPERIENCE

- 1. Provide location, address, resume and the name of the manager who will be in charge of our operation.
- 2. Outline the individual's previous management experience in providing services to healthcare clients.

TAB 5. SAMPLE REPORTS

Provide samples of reports including but not limited to those specified below. Provide specify time frames when such reports would be completed and provided to nursing home management during the normal course of operations.

- 1. Evaluation forms
- 2. Progress notes
- 3. Discharge summaries
- 4. Screening reports/forms
- 5. Treatment/billing logs
- 6. QA and QI reports
- 7. Billing reports
- 8. Satisfaction Surveys
- 9. Rehabilitation utilization reports
- 10. Patient Outcome reports
- 11. Length of stay reports
- 12. Other audit process/reports

TAB 6. ESCALATION PROCEDURES

Provide an outline for established proposed procedures for internal problem escalation and the process for notifying the County in the event of a problem.

TAB 7. REFERENCES/SPECIALIZED EXPERIENCE

Describe your experience (min. 3 years' experience in long-term care facilities) with healthcare whereby your company is handling the entire length of stay. Detail the following information:

- 1. Client's name
- 2. Location
- 3. Brief description of services provided
- 4. Length of account tenure
- 5. Size of staff supervised and building population
- 6. Client's management contact, address, email and telephone number

TAB 8. PRICING OPTIONS

In the formation of the final awarded Contract, the County will select from the offered options shown herein, the options which are most advantageous to the County. Pricing must be maintained for at least the first two years.

MEDICARE A

	OPT	ION 1	OPTIC	DN 2
		Per Diem		Per Minute
MEDICARE A RUGs	\$	/per diem	\$	/minute
PDPM (Patient Driven Payment Model)	\$	/per diem	\$	/minute

MEDICARE B

OPTION 1		OPTION 2		OPTION 3	
Charge per Minute	\$	Charge per 15 minutes	\$	% of Fee Schedule	%

MANAGED CARE (HMO-A, HMO-B, Insurance HMO/PPO)

OP	OPTION 1		OPTION 2		N 3
Charge per Minute	\$	Charge per 15 minutes	\$	Per Diem	\$

MEDICAID/ MANAGED CARE MEDICAID

OP	TION 1	ΟΡΤΙ	ION 2 OPTION 3		3
Charge per Minute	\$	Charge per 15 minutes	\$	Per Diem	\$

MAXIMUM DAYS NEEDED TO IMPLEMENT NEW SERVICE _____

ADDITIONAL SERVICES

Check the appropriate boxes to indicate if the service is included in the fee or available at an additional charge.	Included in Fee	Additional Charge
Rehab Site Leader		
Physical Therapy Consulting		
Occupational Therapy Consulting		
Speech Therapy Consulting		

NON-MANDATORY SERVICES

Check the appropriate boxes to indicate if the service is included in the fee, available at an additional charge or not available.	Included in Fee	Additional Charge	Not Available
Develop and maintain unit census			
Develop and maintain referral management networks from local referring hospitals			
Marketing services to new referral sources			
Develop and maintain managed care networks			
Strategic planning and development for outpatient services and other niche markets			

CONTRACT ADMINISTRATION INFORMATION

CORRESPONDENCE TO CONTRACTOR		REMIT CONTACT FOR CONTRACTOR	
NAME		NAME	
TITLE		TITLE	
ADDRESS		ADDRESS	
CITY ST ZIP		CITY ST ZIP	
TELEPHONE		TELEPHONE	
EMAIL		EMAIL	

END OF SECTION FIVE: RFP SUBMISSION REQUIREMENTS

SECTION SIX: PROPOSAL SIGNATURE FORM

Name of Proposer		
Contact Person		
Address		
City, State, ZIP		
Telephone	FEIN No.	
Email(s)		

TO: Winnebago County Purchasing Department

The undersigned, being duly sworn, certifies they are an:

OWNER/SOLE	MEMBER OF	AN OFFICER OF	MEMBER OF JOINT
PROPRIETOR	PARTNERSHIP	CORPORATION	VENTURE

Further, as the Proposer, declares that the only person or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm or corporation; that he/she has fully examined the proposed forms of agreement and the scope of services or work specifications for the above designated service, and all other documents referred to or mentioned in the solicitation documents, specifications and attached exhibits, including Addenda.

(Proposer, must list below any and all Addenda or your offer will be rejected, as nonresponsive)

No(s): ______and _____issued thereto;

Further, the undersigned certifies and warrants that he/she is duly authorized to execute this certification/affidavit on behalf of the Proposer and in accordance with the Partnership Agreement or By-laws of the Corporation, and the laws of the State of Illinois and that this Certification is binding upon the Proposer and is true and accurate. The Affiant deposes and says that he/she has examined and carefully prepared this proposal and has checked the same in detail before submitting this proposal, and that the statements contained herein are true and correct.

Further, the Proposer certifies that he/she has provided equipment; supplies or services comparable to the items specified in this solicitation to the parties listed in the Business Reference Form and authorizes the County to verify references of business and credit at its

option. Finally, the Proposer, if awarded a contract, agrees to do all other things required by the solicitation documents, and that he/she will take in full payment therefore the sums set forth in any resulting contract award.

SIGNATURE OF PROPOSER

SIGNATURE				
Name and Title of Signer				
Dated this	day of		_ 2023	
	AUTHORIZE	D VENDOR NEG	OTIATOR	
Name and Title				
Phone and Email				

END OF SECTION SIX: PROPOSAL SIGNATURE FORM

SECTION SEVEN: RETURN PROPOSAL LABEL



The County of Winnebago, Illinois will receive sealed Proposals at:

WINNEBAGO COUNTY PURCHASING DEPARTMENT 404 ELM STREET, ROOM 202 ROCKFORD, ILLINOIS 61101

All Proposals must be enclosed in sealed envelopes marked:

"THERAPY SERVICES"



ALL SUBMITTALS SHOULD BE LABELED ACCORDINGLY - PLEASE USE BELOW FOR YOUR CONVENIENCE

2

PROPOSAL#

23P-2267

PURCHASING DIRECTOR:

ANN JOHNS

PROPOSAL NAME:

THERAPY SERVICES

PROPOSAL DUE DATE/TIME: 3/20/2023 – 11:30 PM

WINNEBAGO COUNTY PURCHASING DEPARTMENT 404 ELM STREET, ROOM 202 ROCKFORD, ILLINOIS 61101



Vendor (or Individual) Legal Name:

DBA/Alternative Vendor Name:

ADDRESS(ES)			
Physical	Remittance , if different from physical		
Street 1			
Street 2			
City			
State			
ZIP			
CO	NTACT(S)		
Sales Representative	Accounts Receivable		
Name			
Phone			
Email			
Web Address			
	INFORMATION		
Scope of work to be performed or provided:	If Services: 🗆 Legal 🛛 Medical 🖓 Rent/Landlord		
□ Services and/or □ Goods □ ^{Other}	□ Other Do you have a current contract □ Yes □ No □ N/A		
Winnebago County Employee: Yes or No If yes	: □ Current or □ Former Dept		
COUNTY Department/Person requesting your service of	or goods:		
CLASS	IFICATION(S)		
If applicable, check those boxes that apply: (All Certifications must be included with this completed form) Image: Minority-Owned Business: Certified Woman-Owned Business: Certified Veteran-Owned Business: Certified Self-Certified Self-Certified			
SIGNATURE			
You affirm the above information is true and correct. Electronic signatures will not be accepted.			
Authorized Signature:	Date Signed:		
OFFICE USE ONLY			
Approved by: Verification Completed: Sam.gov OFAC W-9 Uploaded	Assigned Vendor Number: IRS TIN Match Date Entered:		

► Go to www.irs.gov/FormW9 for instructions and the latest information.

	2 Business name/disregarded entity name, if different from above	
Print or type. Specific Instructions on page 3.	following seven boxes. following seven boxes. following seven boxes. Individual/sole proprietor or single-member LLC C Corporation S Corporation Partnership Trust/estate Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) • Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner.	Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) Exemption from FATCA reporting code (if any) (Applies to accounts maintained outside the U.S.)
See Spe	5 Address (number, street, and apt. or suite no.) See instructions. Requester's name and	d address (optional)
S	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	
Par	Taxpaver Identification Number (TIN)	

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- 3. I am a U.S. citizen or other U.S. person (defined below); and

4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of	
Here	U.S.person►	Date ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

Form 1099-DIV (dividends, including those from stocks or mutual funds)

- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property) Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



WINNEBAGO COUNTY

- ILLINOIS -

SUSPENSION/DEBARMENT CERTIFICATION FORM

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$25,000.00. Contractors receiving individual awards for \$25,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

By submitting response to this solicitation and signing this form, the Bidder/Proposer certifies to the best of its knowledge and belief, that the company and its principals:

- 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal, State or local governmental entity, department or agency;
- 2. Have not within a three-year period preceding this solicitation been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, or convicted of or had a civil judgment against them for a violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
- 4. Have not within a three-year period preceding the signing of this certificate had one or more public transactions (Federal, State or local) terminated for cause or default.

If the Bidder/Proposer is unable to certify to any of the statements in this certification, Bidder/Proposer shall attach an explanation to this certification.

Vendor Name:	
Address:	
City:	ZIP:
Telephone:	Email Address:
Authorized Signature:	
(Print) Name:	Title of Official:
Signature Date:	
Purchasing Department 4	104 Elm St, Rm 202, Rockford, IL 61101 <u>www.wincoil.us</u>

Phone: (815) 319- 4380 | Email: <u>purchasing@purchasing.wincoil.gov</u>