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COOK COUNTY HEALTH (CCH)

REQUEST FOR PROPOSAL RFP# H23-0013

TITLE: ACUTE REHABILITATION SERVICES

GENERAL DESCRIPTION: CCH seeks an acute rehab vendor who can provide short term and long term care for patients discharged from Cook County Health Facilities.

DATE ISSUED: March 9, 2023

VENDOR QUESTIONS DUE DATE: March 23, 2023 by 2:00 p.m. CT

RESPONSE/ PROPOSAL DUE DATE: April 11, 2023 by 2:00 p.m. CT

Responses to this RFP shall be delivered after 8:00 am (CT) but no later than 2:00 pm (CT) to:

Cook County Health C/O John H. Stroger, Jr. Hospital
1969 West Ogden Ave., Lower Level Room # 250A
Chicago, IL 60612
Attention: Supply Chain Management Department

Pre-Proposal Conference /Field Inspection: None

Delivery of RFP must include the **RFP Acknowledgement Form** included at the end of this document.

All questions regarding this RFP should be directed to purchasing@cookcountyhhs.org

The RFP and related Addenda will be posted at the <http://www.cookcountyhealth.org> website under the "Doing Business with Cook County Health" tab.

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1. Hospital System Background

The Cook County Health (CCH) is a unit within Cook County government. CCH provides a full continuum of health care services through its seven operating entities, referred to as System Affiliates. System Affiliates provide a broad range of services from specialty and primary care to emergency, acute, outpatient, rehabilitation and preventative care. CCH services are offered without regard to a patient's economic status or ability to pay.

CCH operates John H. Stroger, Jr. Hospital of Cook County (JHSH), Provident Hospital of Cook County, and Ambulatory and Community Health Network (a system of fifteen clinics), the Cook County Department of Public Health, Cermak Health Services of Cook County (a health facility operated within the confines of the Cook County Department of Corrections), and the Ruth M. Rothstein Core Center. The System also operates County Care, a Medicaid managed care health plan for low-income adults established under the Affordable Care Act.

2. Purpose

This request for proposal seeks an acute rehabilitation vendor who can provide short term and long term care for patients discharged from Cook County Health facilities. It is intended for patients who cannot be discharged home and at the time of discharge lack the resources or insurance coverage necessary to secure these services directly.

3. Term of Services

The term of services shall be for thirty-six (36) months with two optional one (1) year extensions.

4. Basis of Award

The basis of award shall be to a single vendor based on the highest rated proposal offering the best value to CCH while meeting the specifications, terms and conditions in accordance with the evaluation criteria set for in this RFP.

5. Business Goals and Objectives

For patients with moderate or high complexity medical issues, 30 days post discharge from the hospital is a critical period of time. Managing the patient's transition from one level of care to the next is an essential part of improving healthcare outcomes. It also significantly reduces the chances for a readmission.

6. Schedule

CCH anticipates the following schedule.

Activity	Estimated Date
RFP posted to the website	March 9, 2023
Pre-Proposal and Site Visit	None
Proposer Inquiry Deadline	March 23, 2023 by 2:00 p.m. CT
CCH response to Vendor Questions-Tentative	Week of March 27, 2023
Proposal Due Date	April 11, 2023 by 2:00 p.m. CT
Evaluation of RFP (Tentative)	April

7. Specifications

Contractor shall provide acute rehabilitation services to patients. Potential patients will be referred for pre-admission screening process through a collaborative process between the contractor and CCH.

7.1 CCH Acute Rehab Admission Process

This process will determine if patients meet the rehabilitation criteria for admission to Contractor's facilities.

Contractor shall provide high quality, cost effective services for individuals with acute rehabilitation needs. In addition to room (including patient clothing, linen and laundry) and dietary services (including appropriate nutrition/meals), the Services shall include, but are not limited to, all of the following health care services as required by the patient:

- Medical diagnosis, care and treatment including, but not limited to, services of physicians (including psychiatrist who shall provide 24 hour coverage).
- Specialized rehabilitation nursing and custodial care (activities of daily living, feeding, grooming, clothing, bathing, laundry, etc.)
- Wound care: When possible, Contractor shall consult CCH designated contact person if wound vac services exceeding one procedure per week are to be provided. CCH will reimburse Contractor its actual cost for wound vac rental if the wound vac will be used more than once weekly during a patient's stay at contractor's facility.
- Respiratory, Physical, Speech and Occupational Therapy Services
- Patients under this program should not be excluded from therapies that contractor provides to its other patients.
- Psychological services, Case Management Services and Nutritional Counseling
- Medications, including all prescription or over-the-counter medications, whether administered orally, intravenously, by suppository, by subcutaneous injection, by transdermal patch or by any other method of delivery.

IV Antibiotics: Contractor shall credit CCH \$ 100 per day for IV Antibiotics, based on contractor's actual cost. Contractor may invoice CCH for actual cost exceeding this amount.

- Oxygen and other respiratory treatments
- Laboratory Services
- Radiological Services: Basic radiological services (i.e.: flat Panel x-ray, CT scan, MRI)
- Transportation Services as described in Patient Transportation section below.
- Durable Medical Equipment (DME): Contractor to prescribe and provide DME as required, subject to advance CCH approval not to be unreasonably withheld, and may invoice CCH its actual cost for these items. CCH may, at its option, provide or contract with a DME provider to provide this service and equipment. Contractor shall consult CCH at least five days prior to discharge regarding DME needs.
- Prosthetics and Orthotics: CCH will provide only the items that it keeps in stock.

7.2 Contractor Services

ACUTE REHABILITATION SERVICE

Patients shall receive Services through a multidisciplinary team approach which shall carry out a Treatment Plan to be developed following the initial rehabilitation assessment that is completed as soon as possible but no later than forty-eight (48) hours of admission. Patients will be discussed in a multi-disciplinary forum via Teams Conference one time per week, to which the CCH designated contact will be invited. The Functional Independence Measurement (FIM) scale shall be used to determine initial and discharge level of functional independence and will be measured at regular intervals along the treatment plan to determine functional gain, with updated reports being provided to CCH.

Patients shall receive not less than three (3) hours of intensive therapy each day for at least five days a week, with the weekly period measured as the seven day period beginning on the day of admission. Patients under this contract shall receive at least the same amount and type of therapy as other insured patients placed for services with Contractor. Contractor shall adhere to accepted industry standards with regard to case management and utilization review and shall provide patients with a discharge plan to an appropriate level of care which in most cases will involve discharge home or to a residence.

PATIENT TRANSPORTATION

Services shall include patient transportation, including transportation of patients to and from acute care facilities in connection with any hospitalizations required during the period of contractor's services, and transportation to medical facilities, if required, for subspecialty physician visits or other required care. Patient and/or family shall be responsible for transportation from contractor upon discharge to a destination in the community.

RESPONSIBILITY FOR CARE OF PATIENTS

Contractor shall assume complete responsibility for providing services to patients. However, acute health services offered by the CCH shall be made available to patients if such services are required, and the contractor shall not be charged for such CCH services. In the event a patient requires non-emergency hospitalization, contractor shall contact the designated CCH designated contact person, who shall determine if such hospitalization can be provided at a Health System Facility. CCH shall not be responsible for reimbursing contractor for the cost of services provide to patients by other providers. It is understood that if the medical professionals at a particular facility and/or Emergency Medical Services (EMS) determine the patient's medical condition is life-threatening and warrants transfer to the closest hospital emergency department and/or trauma center, the patient will be transported to that facility. CCH shall not be charged for transport to said facility. In no event shall CCH be liable for payment in excess of the then current Medicaid rates.

Contractor shall have responsibility for patients after they has been transferred by CCH to the contractor facilities and until the time of the patient's discharge from contractor's facilities. A discharge destination shall be identified by the patient or CCH to Contractor at the time arrangements are made for admission of the patient to contractor's facilities.

ABSENCE OR DISCHARGE FROM CONTRACTOR FACILITY

A. Voluntary Departure or Discharge. If a patient voluntarily leaves or is discharged from contractor's facility for any reason including "Against Medical Advice," and requires immediate medical care or treatment, contractor shall immediately notify the CCH designated contact person. Thereafter, such patient will no longer be considered a patient pursuant to this contract and the contractor shall not be required to provide, and CCH will not be required to pay for, services for such individual.

B. Hospitalization. In the event a patient is discharged from a contractor's facility due to hospitalization, CCH shall not be required to make payment to contractor during periods when the patient is not residing in the contractor's facility. CCH and Contractor may agree that such hospitalized patient shall be re-admitted to the Contractor Facility, in which case CCH shall make payment for resumed services to such patient upon the date of readmission to contractor's facility.

C. Inability to Provide Continued Care. If, in the opinion of the contractor, a patient poses a danger to himself, herself, or others living, working or visiting in the contractor's facility, or creates a hostile or unacceptable environment in the contractor's facility despite appropriate interventions, or in the event that a patient no longer needs Inpatient Rehabilitation Services and/or does not meet the eligibility criteria for services in contractor's facility, the contractor shall notify CCH and CCH shall make arrangements for and facilitate the prompt transfer and placement of such patient to a CCH facility or other appropriate non-CCH facility.

The Contractor will work cooperatively with CCH to facilitate such transfer and placement in another facility. Contractor shall be paid the contracted rate hereunder for any Services following such notice but before the transfer out of Contractor's facility is completed. In the event the patient is unwilling to cooperate with such actions, the contractor may commence an involuntary transfer or discharge proceeding with the Illinois Department of Public Health or take other appropriate legal action.

D. Other Discharges.

In the event the contractor involuntarily discharges a patient from their facility due to CCH's failure to make the payments required hereunder or upon the termination or expiration of this contract, CCH shall accept such individual or make alternate arrangements for continued services if required with regard to such individual.

E. Involuntary Discharges Generally. Prior to involuntarily discharging or transferring a patient, the contractor may commence an involuntary transfer or discharge proceeding with the Illinois Department of Public Health or other applicable state authority or take other appropriate legal action.

APPROVAL AND ACCEPTANCE OF PATIENTS

A. Admission Criteria

Contractor shall accept patients who meet admission criteria for acute rehabilitation services which shall include a combination of the following factors:

1. The patient requires treatment from a multidisciplinary team consisting of at least two therapies, such as Physical Therapy, Occupational Therapy, or Speech-Language Pathology.
2. The patient is sufficiently medically stable and is capable and willing (follows at least 50% of commands) to participate in intensive therapy for a minimum of three hours per day, at least 5 days a week.
3. The patient's condition requires 24 hour availability of a Board Certified Psychiatrist.

4. The patient requires 24 hour rehabilitation nursing.
5. There is an expectation that the patient will make significant practical improvement in a clearly defined time period.
6. There is a realistic goal that the patient will achieve modified independence in self-care and ADL's to allow the patient to be discharged home or home with family.
7. The rehabilitation services require an intensity, frequency and duration such that is impractical for the patient to receive services in a less intense setting.
8. The majority of admissions must meet one of the Rehabilitation Criteria listed below:
 - Stroke
 - Spinal cord injury
 - Congenital deformity
 - Amputation
 - Major multiple trauma
 - Fracture of femur
 - Brain injury
 - Polyarthritis, including rheumatoid arthritis
 - Neurological disorders
 - Burns
 - Knee or hip joint replacement or both during the acute hospitalization immediately preceding the inpatient acute rehab stay. AND one of the following:
 - Deconditioning related to COVID-19
 - The patient underwent bilateral knee or bilateral hip joint replacement surgery during the acute hospital admission immediately prior to the acute inpatient rehabilitation.
 - The patient is extremely obese with a BMI of at least 50 at the time of admission to the acute inpatient rehabilitation unit.
 - The patient is age 85 or older at the time of admission to the acute inpatient rehabilitation unit.

B. Limitations

- Contractor may refuse to accept patients who are convicted sex offenders due to proximity to a community park and pediatric patients at contractor's facility.
- Persons with felonies can be admitted to contractor (with the exception of sexual offenses) as long as there is a reliable discharge plan to the community or they are pre-accepted by Nursing Home/Extended Care Facility or Skilled Nursing Facility.
- Persons who are currently under arrest and/or are incarcerated (with non-sexual offenses) would require a single person room, unless two (2) such patients are admitted and can be cohorted in the same room (maximum of 2). Except as otherwise agreed, each patient must have a guard 24 hours a day/7 days per week, provided by Cook County. Each patient must be able to actively participate in therapy.

C. Written Designation and Approval Patients Required

CCH shall designate a contact person who shall provide written approval authorizing placements and extensions to placements of patients for Services under this Contract. The CCH designated contact person may designate additional contact persons to provide written approval of services, and may designate back ups to provide written approval of Services when the primary contact person is not available. Any extension of a patient's stay in Contractor's facilities beyond that which is authorized upon placement and any readmission to a Contractor Facility following an acute hospitalization shall be subject to advance written approval of the CCH designated contact person. Acute care discharge to CCH facilities does not require advance written approval. Payment for services shall be contingent upon compliance with these procedures.

D. Acceptance of Patients

Contractor shall work cooperatively with the CCH designated contact person to permit appropriate placement of patients taking into account their health needs. Contractor shall not discriminate on the basis of the cost associated with providing services for a particular patient who meets admission criteria, race, ethnicity, national origin, gender, sexual orientation, gender identity, or HIV status in the acceptance or placement of patients. Contractor may not refuse placement of patients based solely upon a history of recent and/or past IV drug abuse. Contractor shall not be required to accept a patient if Contractor does not have a vacancy that can meet the patient's clinical needs.

E. Arranging for Transfers to Contractor Facilities

Prior to approving placement of a patient for services at a Contractor Facility, CCH shall: (a) provide the appropriate pre-screening reports and other information necessary for Contractor to confirm that it has the ability to provide the appropriate Services at its Facilities, and (b) wait for a period of twenty-four (24) hours to permit the Contractor to object to the placement after receipt of the materials identified in (a). Contractor agrees that it will consult with the appropriate CCH medical and nursing personnel prior to determining whether it will accept or reject a placement. In the event of any objection by contractor to the transfer of any particular patient into any of the contractor's facilities, the contractor shall have no obligation to accept such patient, provided, that the contractor agrees to use its best efforts to assist CCH in locating an appropriate facility for such patient.

F. Rates for Services

Contractor shall be paid for each patient at the following rates:

- Acute rehabilitation services such as medical, nursing, physical therapy, occupational therapy, speech language therapy, psychology, case management and nutritional counseling.

Other Services:

Physician visits (including acute medical care at contractor)/consultants and psychiatrists

- Medications with the exception of high cost drugs. See Revenue Code 636

- Lab services
- Basic Radiology Services; (eg, flat plate chest x-ray, CT, MRI, video fluoroscopic swallow study).
- Oxygen and respiratory treatments
- Renal dialysis- Per treatment under Revenue Code 800-809
- Discharge Equipment: SRH to cover up to \$100 of durable medical equipment (DME) cost per patient case.
- Room charge
- Laundry service and food service
- Prosthetics and Orthotics (P & O) - only in stock items will be provided. Contractor will make a follow-up appointment with CCH P & O clinic after discharge from Contractor.
- Transportation from Contractor to acute care discharge destination
- Transportation to appointment during Contractor stay
- Durable Medical Equipment: Up to \$100 in durable medical equipment will be issued to patient by Contractor based on medical necessity. CCH will send patients to contractor with equipment in hand should it be available.
- Tube Feedings: CCH will schedule follow-up appointment six (6) weeks after placement with physician who placed the feeding tube.
- Audiology services: Referral will be made to CCH Audiology services after discharge for assistive listening devices, such as amplifiers. These will be provided by Contractor during the patient's stay.
- Wheelchair: If Contractor identifies need for wheelchair after discharge from Contractor, CCH will arrange delivery to Contractor, or Contractor will invoice CCH for cost.
- Ostomy Supplies: CCH to arrange for supplies after discharge from Contractor.
- Bipap/Cpap: CCH to provide to patient prior to admission to Contractor.
- Pharmacy: Contractor will not provide medications for after discharge. Contractor will fax medication reconciliation to CCH to prepare CCH prescription. Any discharge medication will need to be picked up from a CCH facility, CCH will not pay for medication from an outside facility.

8. Required Proposal Content

This RFP provides potential Proposers with sufficient information to enable a proposer to prepare and submit proposals. CCH is supplying a base of information to ensure uniformity of responses. It must be noted, however, that the guidelines should not be considered so rigid as to stifle the creativity of any Proposer responding.

This RFP also contains the instructions governing the submittal of a Proposal and the materials to be included therein, which must be met to be eligible for consideration. All Proposals must be complete as to the information requested in this RFP in order to be considered responsive and eligible for award. Proposers providing insufficient details will be deemed non-responsive. CCH expects all responses to reflect exceptional quality, reasonable cost and overall outstanding service.

8.1 Executive Summary/Cover Letter

Please limit this to one page. The cover letter shall be signed by an authorized representative of the proposer. The letter shall indicate the proposer's commitment to provide the services proposed at the price and schedule. Do not forget to sign your cover letter.

8.2 Response to Scope of Services

Please insert your response to the Scope of Services, Section 7 in this section.

8.3 Proposer's Profile and Track Record

Proposer must include a **description** of the organization's track record as follows:

Company Profile (Prime only)

a. Legal Name
b. Assumed Names if any
c. Legal Structure (e.g. sole proprietor, partnership, corporation, joint venture)
d. If a subsidiary, provide the same RFP about the Parent Company as required in this table format.
e. Date and State where formed.
f. Proposer's principals/officers including President, Chairman, Vice Presidents, Secretary, Chief Operating Officer, Chief Financial Officer, and related contact RFP.
g. Point of contact for this RFP including contact information
h. Proposer Business background and description of current operations
i. Number of employees
j. Number of years in business
k. Total number of years providing the proposed services
l. Is Proposer a licensed business to perform the work in scope? If so, please specify relevant certifications.
m. Proposer's Federal Employee Identification Number (or Social Security Number, if a sole proprietorship)
n. Is proposer authorized to conduct business in Illinois? Provide Registration Number issued by the Illinois Secretary of State, a copy of the Certificate of Good Standing, and include Cook County Assumed Business Name Certificate, if applicable.

8.4 Key Personnel

- a. Provide a table with the following information:
 - i. Proposed project resources;
 - ii. Roles;
 - iii. High level skills (project alignment);
 - iv. Proposed work location for each resource (onsite/offsite);
 - v. Time commitment to the project if awarded;
- b. Describe internal standards, policies and procedures regarding training and professional development.
- c. Provide copies of each associates current job description

The Chief Procurement Officer reserves the right to reject any key personnel proposed if it is determined not to be in CCH' best interest. The evaluation of proposals includes the qualifications of the personnel proposed; therefore, proposers must name key personnel as part of their response. Key Personnel must not be replaced during the project without the approval of the Chief Procurement Officer.

8.5 MBE/WBE Participation

The Proposer may be comprised of one or more firms as to assure the overall success of the project. The proposer must present a team chart that clearly identifies each team member and specify their role in the project (this should be more detailed than the information provided in the executive summary). For each subcontractor, provide the name of the firm(s), brief company background, level of participation, MBE or WBE if applicable, the type of services each resource, from each firm, will provide. **For each MBE/WBE certified firm proposed, complete the appropriate information in Attachment A, MWBE Utilization Forms.**

The Chief Procurement Officer reserves the right to accept or reject any of the team members if in The Chief Procurement Officer's sole opinion replacement of the team member, based on skills and knowledge, is in the best interest of the County. Consistent with Cook County, Illinois Code of Ordinances (Article IV, Division 8, and Section 34-267), and CCH has established a goal that MBE/WBE firms retained as subcontractors receive a minimum **35% MBE/WBE of this procurement**. The Office of Contract Compliance has determined that the participation for this specific contract is **35% MBE/WBE participation**.

The Proposer shall make good faith efforts to utilize MBE/WBE certified firms as subcontractors. In the event that the Proposer does not meet the MBE/WBE participation goal stated by CCH for this procurement, the proposer must nonetheless demonstrate that it undertook good faith efforts to satisfy the participation goal. Evidence of such efforts may include, but shall not be limited to, documentation demonstrating that the proposer made attempts to identify, contact, and solicit viable MBE/WBE firms for the services required, that certain MBE/WBE firms did not respond or declined to submit proposals for the work, or any other documentation that helps demonstrate good faith efforts. Failure by the proposer to provide the required documentation or otherwise demonstrate good faith efforts will be taken into consideration by CCH in its evaluation of the proposer's responsibility and responsiveness.

8.6 Cost Proposal

Proposers must submit pricing RFP in a separate sealed envelope clearly marked with the RFP number and the label "Pricing RFP." Proposers are required to submit one (1) paper copy (original) and one (1) electronic copy **emailed** to the email addresses specified on the cover page).

The pricing information must include any supplemental options or schedules offered by the proposer. All pricing **must include all assumptions** to facilitate Analysis. Proposers should include elements or references to the pricing RFP **only in this section and separate the pricing RFP according to the Instructions above.**

CCH makes no guarantee that the services or products identified in this RFP will be required. The proposer must provide sufficient pricing details to permit CCH to understand the basis for the RFP.

CCH is neither obligated to purchase the full quantities proposed by the proposer, nor to enter into an agreement with any one proposer.

8.7 Financial Status

- A. Provide the audited summary financial statements for the last two fiscal years. State whether the proposer or its parent company has ever filed for bankruptcy or any form of Reorganization under the Bankruptcy Code, and, if so, the date and case number of the filing.
- B. State whether the proposer or its parent company has ever received any sanctions or is currently under investigation by any regulatory or governmental body.

8.8 Conflict of Interest

Provide information regarding any real or potential conflict of interest. Failure to address any potential conflict of interest upfront may be cause for rejection of the RFP.

If no conflicts of interest are identified, simply state "[Company X] has no conflict of interest."

8.9 Contract

Sample Contract General Terms and Conditions are available in Attachment B, Sample Master Services Agreement. Execution of the Contract is not required at the time the qualifications are submitted. However, if the proposer disagrees with any Contract provisions, or is proposing alternate language, it shall include the language for consideration by submitting the proposed redlines on the sample Contract General Terms and Conditions document. CCH will not consider any exceptions or proposed alternate language to the Contract General Terms and Conditions if the proposer does not include these objections or alternate language with the proposal. CCH shall not be deemed to have accepted any requested exceptions by electing to engage a Proposer in negotiations of a possible Contract.

8.10 Legal Actions

Provide a list of any pending litigation in which the proposer may experience significant financial settlement and include a brief description of the reason for legal action.

If no Legal actions are identified, simply state "[Company X] has no pending legal actions in which our firm will experience any significant impact to this Contract."

History of Legal Actions for the last 36 months:

Action	Date
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8.11 Confidentiality of Information

The Selected proposer may have access to confidential information, including Protected Health Information (PHI) to perform the functions, activities, or services for, or on behalf of, CCH as specified in this RFP. The Proposer must acknowledge that if awarded there is a high likelihood that the selected proposer may have access to PHI, in paper or electronic form, and thus, it shall sign a Business Associate Agreement with CCH. As a Business Associate, the selected proposer will agree to comply with all federal and state confidentiality and security laws and regulations, including HIPAA, HITECH, the Medicaid Confidentiality Regulations, as defined herein, and all other applicable rules and regulations. The proposer must commit to require all staff, including drivers, Attendants, and other personnel, and Subcontractors to complete HIPAA training upon hire, and no less frequently than annually thereafter. CCH reserves the right to review and accept the training program prior to implementation, or require the selected proposer to use HIPAA materials or training sessions supplied by CCH.

8.12 Economic Disclosure Statement

Execute and submit the Economic Disclosure Statement ("EDS"). The EDS form can be found at [Attachment C, Economic Disclosure Statement Form](#). The EDS must be submitted with the pricing proposal in a separate envelope.

8.13 Addenda

Since all Addenda become a part of the proposal, all Addenda must be signed by an authorized proposer representative and returned with the proposal. Failure to sign and return any and all Addenda acknowledgements shall be grounds for rejection of the proposal. Addenda issued prior to the proposal due date shall be made available via Cook County Health website: <http://www.cookcountyhealth.org/about-Cook County Health/doing-business-with-Cook County Health/>

9. Evaluation and Selection Process

An Evaluation Committee comprised of the CCH and County personnel will evaluate all responsive Proposals in accordance with the selection process detailed below.

9.1. Proposal Assessment

The Evaluation Committee will review all Proposals to ascertain that they are responsive to all submission requirements.

9.1.1 Proposal Evaluation

The RFP provides requirements and data, which will be used as a basis for a written presentation of qualifications of the firm(s) and proposed staff, project approach, systems and methodologies for delivery of the Project. CCH will evaluate the Proposals to consider an award of a contract.

9.1.2. Proposer Presentation

The Evaluation Committee, at its option, may invite one or more proposers to make presentations and/or demonstrations. The Evaluation Committee may request that all or a group of proposers engage in proactive pricing feedback, submit clarifications, schedule a site visit of their premises

(as appropriate), provide additional references, respond to questions, or consider alternative approaches.

9.2. Right to Inspect

CCH reserves the right to inspect and investigate thoroughly the establishment, facilities, equipment, business reputation, and other qualification of the proposer and any proposed subcontractors and to reject any RFP regardless of price if it shall be administratively determined that in CCH's sole discretion the proposer is deficient in any of the essentials necessary to assure acceptable standards of performance. CCH reserves the right to continue this inspection procedure throughout the life of the Contract that may arise from this RFP.

9.3. Consideration for Contract

Any proposed contract including all negotiations shall be subject to review and approval of CCH management, CCH Legal and CCH's Board of System Board. Proposed Contracts are also subject to review by the Cook County Office of Contract Compliance.

Following finalization of Contract documents to the satisfaction of CCH executive management, CCH shall secure appropriate reviews and may approve the proposed Contract for execution in its sole discretion. The identity of the successful proposer shall be posted on the website.

10. General Evaluation Criteria

10.1 Responsiveness of Proposal

The Proposal(s) will be reviewed for compliance with and adherence to all submittal requirements requested in this RFP. Proposal(s) which are incomplete and missing key components necessary to fully evaluate the RFP may, at the discretion of the Chief Procurement Officer or designee, be rejected from further consideration due to "Non-Responsiveness" and rated Non-Responsive.

Proposer must be compliant with all the submission requirements of the RFP. The evaluation committee will evaluate all responsive Proposal in accordance with the evaluation criteria detailed below.

10.1.1 Criteria Proposal

Proposals will be reviewed and selected based on qualifications of the Proposer to successfully perform the Services for the County throughout the course of the contract as evidenced by the following criteria:

- A. Ability to achieve the CCH's business goals, objectives, and Scope of Work described in this RFP, by providing a succinct and feasible description of the proposed implementation approach.
- B. Qualifications and experience of the proposer to successfully perform and provide the services described in this RFP, as evidenced by the successful provision of similar services in similar environments and in compliance with all applicable laws.
- C. Relevant Experience of Key Personnel
- D. Reasonableness of Overall Price
Price will be evaluated separately for overall reasonableness and competitiveness.

In addition, the Evaluation Committee may review and consider the information and evidence Proposer's responsiveness to the following categories:

1. MWBE Utilization Plan (EDS forms);
2. Financial Status;
3. Conflict Interest;
4. Insurance Requirements;
5. Contract Terms and Conditions (objections and/or suggested alternate language);
6. Legal Actions;
7. Addenda acknowledgement (See Addenda Section)

11. Instructions to Proposers

These instructions to proposers contain important RFP and should be reviewed carefully prior to submitting the Required RFP Content. Failure to adhere to the procedures set forth in these instructions, failure to provide positive acknowledgement that the proposers will provide all services and products or failure to provide acceptable alternatives to the specified requirements may lead to disqualification of the submitted RFP.

11.1. Questions and Inquiries

Questions regarding this RFP will be submitted in writing to the contact(s) email listed on the cover page of this RFP no later than the date stated in the [Schedule](#).

Question must be submitted in the following format, **in MS Excel**, and the subject of the email should reference the RFP#, Title and Proposer's Name.

ID	Vendor Name	RFP Section	Question
1.			
2.			
3.			

Should any proposer have questions concerning conditions and specifications, or find discrepancies in or omissions in the specifications, or be in doubt as to their meaning, they should notify the Supply Chain Management Office via the email provided on the cover sheet no later than the date stated on the [Schedule](#) and obtain clarification prior to submitting a RFP. Such inquiries must reference the RFP due date and CCH RFP number.

11.2. Pre-RFP Conference (if Applicable)

CCH will hold a Pre-RFP conference call on the date, time, and location indicated on the cover page. Representatives of CCH will be present to answer any questions regarding the goods or services requested or RFP procedures. If a mandatory pre-RFP conference is required, the proposer must sign the pre-RFP conference or site inspection sheet and include a copy of this sign-in sheet in the response to the RFP.

11.3. Number of Copies

Proposers are required to submit one (1) original hard copy, and one (1) electronic copy (emailed to the email addressed on the cover page) and no later than the time and date indicated in the RFP.

NOTE: One (1) paper copy of the pricing proposal and one (1) EDS copy must be submitted separate from the rest of the response.

Each submission must then be separated as follows:

1. One (1) technical hard copy - the original - excluding Pricing and EDS forms;
2. One (1) Pricing and EDS hard copies in a separate envelope;
3. One (1) complete electronic response package (including excel pricing file and EDS) emailed to the email addresses on the cover page. The technical response must be a single electronic file (do not submit a file per RFP section). The email must clearly indicate the RFP Number and Title.

Please see the Proposal Receipt Acknowledgement form at the end of this file for the form required at delivery time.

11.4. Format

Hardcopies of the RFPs should be submitted in a separate envelope (or electronic file) except pricing which may be submitted in a separate envelop. Material should be organized following the order of the Required RFP Content Section separated by **labeled tabs**. Expensive paper and bindings are discouraged since no materials will be returned. **Numbered titles and pages are required.**

CCH reserves the right to waive minor variances.

11.5. Time for submission

RFP shall be submitted no later than the date and time indicated on the cover page of this RFP. **Late submittals will not be considered.**

11.6. Packaging and Labeling

The outside wrapping/envelope shall clearly indicate the RFP title, proposer's Name, proposers address, and point of contact RFP. **The Price RFP and EDS shall be submitted in a separate sealed envelope.** The envelope shall clearly identify the content as "Price RFP". All other submission requirements shall be included with the Technical RFP.

11.7. Timely delivery of RFP

The RFP(s) must be either delivered by hand or sent to CCH through U.S. Mail or other available courier services to the address shown on the cover sheet of this RFP. Include the RFP number on any package delivered or sent to CCH and on any correspondence related to the RFP. If using an express delivery service, the package must be delivered to the designated building and drop box. Packages delivered by express mail services to other locations might not be re-delivered in time to be considered. CCH assumes no responsibility for any RFP not so received.

11.8. Availability of Documents

CCH publishes competitive bid, RFP, and other procurement notices, as well as award RFP, at www.CookCountyheath.org under the "Doing Business with CCH" tab. Proposers intending to respond to any posted solicitation are encouraged to visit the web site above to ensure that they have received a complete and current set of documents.

11.9. Alteration/Modification of Original Documents

The proposer certifies that no alterations or modifications have been made to the original content of this Bid/RFP or other procurement documents (either text or graphics and whether transmitted electronically or hard copy in preparing this RFP). Any alternates or exceptions (whether to products, services, terms, conditions, or other procurement document subject matter) are

apparent and clearly noted in the offered RFP. Proposer understands that failure to comply with this requirement may result in the RFP being disqualified and, if determined to be a deliberate attempt to misrepresent the RFP, may be considered as sufficient basis to suspend or debar the submitting party from consideration from future competitive procurement opportunities.

11.10. Cost of Proposer Response

All costs and expenses in responding to this RFP shall be borne solely by the proposer regardless of whether the proposer's RFP is eliminated or whether CCH selects to cancel the RFP or declines to pursue a Contract for any reason. The cost of attending any presentation or demonstration is solely the proposer's responsibility.

11.11. Proposer's Responsibility for Services Proposed

The proposer must thoroughly examine and read the entire RFP document. Failure of proposers fully to 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.

11.12. RFP Interpretation

Interpretation of the wording of this document shall be the responsibility of CCH and that interpretation shall be final.

11.13. Specifications and Special Conditions

The specifications in this document provide sufficient RFP for proposers to devise a plan and provide pricing. Minor variations from those specifications will be considered as long as proposers identify any instance in which their services specifications differ from those set forth in the RFP documents.

11.14. Errors and Omissions

The proposer is expected to comply with the true intent of this RFP taken as a whole and shall not avail itself of any errors or omission to the detriment of the services or CCH. Should the proposer suspect any error, omission, or discrepancy in the specifications or instructions, the proposer shall immediately notify CCH in writing, and CCH will issue written corrections or clarifications. The proposer is responsible for the contents of its RFP and for satisfying the requirements set forth in the RFP. Proposer will not be allowed to benefit from errors in the document that could have been reasonably discovered by the proposer in the process of putting the RFP together.

11.15. Proposal Material

The material submitted in response to the RFP becomes the property of CCH upon delivery to the Supply Chain Management Office and may become part of a Contract.

11.16. Confidentiality and Response Cost and Ownership

All information submitted in response to this RFP shall be confidential until CCH has executed a Contract with the successful proposer or has terminated the RFP process and determined that it will not reissue the RFP. Any page of a Proposal that Proposer asserts to contain confidential proprietary information such as trade secrets or proprietary financial information shall be clearly marked "CONFIDENTIAL PROPRIETARY INFORMATION" at the top of the page. Additionally, the specific portions of a page that are asserted to contain confidential proprietary information must be noted as such. However, note that ONLY pages or specific information that are/is legitimately confidential should be marked confidential and proprietary. CCH will return proposals that mark

all pages Confidential or are copyrighted. All proposals submitted to CCH are the property of CCH.

Further, the Proposer is on notice that any part of its Proposal or any other material marked as confidential, proprietary, or trade secret, can only be protected to the extent permitted by Illinois law, including but not limited to the Illinois Freedom of Information Act [5 ILCS 140 *et seq.*]

11.17. Awards

CCH may, at its discretion evaluate all responsive proposals. CCH reserves the right to make the award on an all or partial basis or split the award to multiple proposers based on the highest rated Proposer and best value to CCH meeting the specifications, terms and conditions in accordance with the evaluation criteria set for in this RFP. If a split award impacts the outcome of the project it must be so stated in the proposal.

11.18. CCH Rights

CCH reserves the right to reject any and all offers, to waive any informality in the offers and, unless otherwise specified by the proposer, to accept any item in the offer. CCH also reserves the right to accept or reject all or part of your RFP, in any combination that is in the best interest of CCH.

11.19. Cancellation of RFP; Requests for New or Updated Information

CCH, in its sole discretion, may cancel the RFP at any time and may elect to reissue the RFP later. CCH may also issue an Addendum modifying the RFP and may request supplemental RFP or updated or new RFP.

12. Definitions

"Acute Inpatient Rehabilitation Services" or **"Services"** Services shall refer to services provided by Contractor to a patient pursuant to this Contract.

"Abuse" means (i) a manner of operation that results in excessive or unreasonable costs to the Federal or State health care programs, generally used in conjunction with Fraud; or (ii) the willful infliction of injury, unreasonable confinement, intimidation, or punishment with resulting physical harm, pain or mental anguish, generally used in conjugation with Neglect.

"Appeal" means a request for review of a decision made by proposer with respect to an Action, he is following definitions shall apply to this RFP:

"Addendum" or **"Addenda"** shall refer to a one or more documents posted to the website by which modifies this Request for Proposal or provides additional information.

"Board" or **"Cook County Health"** shall refer to the Board of Directors of the Cook County Health or Cook County Health and Hospitals System.

"Contract" shall mean a properly executed Contract that has been negotiated between CCH and a proposer for some or all of the Deliverables described in this RFP.

"Contractor(s)" and **"Selected Proposer"** shall mean the individuals, businesses, or entities that have submitted a Proposal and have negotiated a Contract that has been properly executed on behalf of the Contractor and CCH.

"County" shall mean the County of Cook, Illinois, a body politic and corporate.

"Deliverables" shall refer to the items, supplies, equipment, or services that will be provided pursuant to any Contract entered into as a result of this RFP.

"Fraud" means knowing and willful deception, or a reckless disregard of the facts, with the intent to receive an unauthorized benefit.

"General Conditions" shall mean the terms and conditions posted to the website. **"Proposal"** shall mean the document(s) submitted by Proposer(s) in response to this RFP that constitute a Proposer's offer to enter into contract with CCH under terms consistent with this RFP, subject to the negotiation of a contract and approval by the Board.

"Procurement Director" or **"System SCM Director"** shall mean the System Director of Supply Chain Management who serves as chief procurement officer for the CCH.

"Proposer(s)" shall mean the individuals or business entities, if any, submitting a Proposal in response to this RFP.

"Request for Proposals" or **"RFP"** shall refer to this solicitation of proposals by CCH that may lead to the negotiation of a Contract.

13. Appendix A – RFP Receipt Acknowledgement Form**RFP Receipt Acknowledgement Form**

This acknowledgement of receipt should be signed by a representative of Supply Chain Management located at Stroger Hospital, 1969 W. Ogden Avenue, lower level (LL) Room 250A, Chicago IL, 60612.

The outside wrapping shall clearly indicate the RFP Number and Title, Proposer's Name, Proposers Address, and Point of Contact RFP. **Prefill the first two lines prior to submission.**

Solicitation Number and		
Title:		
Vendor Name:		
Accepted By:		
Date:		
Time (if time machine is not available, hand write the time):	A.M	P.M

RFP shall be submitted no later than the date and time indicated on the cover page of the RFP. **Late submittals will not be considered.** Proposers must cut this sheet in two. SCM will time-stamp top and bottom sections. SCM will keep one section and the proposer will keep the other section.

Time Stamp Here

**RFP Receipt Acknowledgement Form**

This acknowledgement of receipt should be signed by a representative of Supply Chain Management located at Stroger Hospital, 1969 W. Ogden Avenue, lower level (LL) Room 250A, Chicago IL, 60612.

The outside wrapping shall clearly indicate the RFP Number and Title, Proposer's Name, Proposers Address, and Point of Contact RFP. **Prefill the first two lines prior to submission.**

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Vendor Name:		
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Date:		
Time (if time machine is not available, hand write the time):	A.M	P.M

RFP shall be submitted no later than the date and time indicated on the cover page of the RFP. **Late submittals will not be considered.**

Proposers must cut this sheet in two. SCM will time-stamp top and bottom sections. SCM will keep one section and the proposer will keep the other

Time Stamp Here

14. List of attachments

The following Appendices are included electronically to this RFP.

Proposer(s) may access the following attachments by 1) download and save this RFP file to a local drive and 2) open the RFP document using Adobe application, 3) expand the navigation pane (left of window) and click on the paper-clip icon.

1. Attachment A - MBE/WBE Utilization Plan

Proposer(s) may review the MBE/WBE Special Conditions, file name **CCH MWBE Utilization Forms.pdf**.

2. Attachment B – CCH Master Services Agreement

Proposer(s) may review a representative Master Services Agreement, file name **CCH Master-Service-Agreement-NP_091521.pdf**. Proposer's redlined response to the CCH Master Services Agreement is required at the time of RFP submission. All responses to the Master Services Agreement must be submitted in a Microsoft Word compatible format with redline and included in electronic form as a separate file with the Proposal.

3. Attachment C - Economic and Disclosures Statement

Proposer(s) may review Economic and Disclosures Statement, file name **CCH EDS Form.pdf**.