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COOK COUNTY HEALTH (CCH)

REQUEST FOR PROPOSAL RFP # H23-0044- REPOST

TITLE: Acute Hemodialysis Treatment Services

GENERAL DESCRIPTION: Provide Hemodialysis Services for Cermak Health services of Cook County

DATE ISSUED: June 16, 2023

VENDOR QUESTIONS DUE DATE: June 30, 2023, by 2:00 P.M. CT

All questions regarding this RFP should be directed to
<https://forms.office.com/r/RCe6hNe3qS>

RESPONSE/ PROPOSAL DUE DATE: July 17, 2023, by 2:00 P.M. CT

Responses to this RFP shall be submitted no later than 2:00 PM (CT) on July 17, 2023, by sending an electronic copy via email 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.

PRE-PROPOSAL CONFERENCE /FIELD INSPECTION: None

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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

a. Term of Services

The term of services shall be for thirty-six (36) months, with option to extend the term for two (2) additional one (1) year terms. The award agreement may be terminated by CCH for convenience effective thirty (30) calendar days from written notification of intent to terminate.

b. Basis of Award

The basis of award shall be to a single or multiple Proposers based on the highest rated Proposal offering the best value to CCH meeting the specifications, terms, and conditions in accordance with the evaluation criteria set forth in this RFP.

3. Schedule

CCH anticipates the following schedule.

Activity	Estimated Date
RFP posted to the website	June 16, 2023
Proposer Inquiry Deadline	June 30, 2023, by 2:00 P.M. CT.
CCH response to Vendor Questions-Tentative	Week of July 3, 2023
Proposal Due Date	July 17, 2023, by 2:00 P.M. CT.

4. Scope of Services

The Contractor shall provide managerial, supervisory, administrative, clinical, and technical services, including equipment and supplies for the provision of quality Hemodialysis Services to patients at Cermak Health Services of Cook County. Contractor shall provide Hemodialysis Services to adult patients upon the order of a nephrologist or an attending physician who has been authorized by the facility to make such requests and shall first consult with a nephrologist. Contractor shall be available to render these Hemodialysis Services at Cermak Health Services of Cook County on Mondays, Wednesdays, and Fridays between 7 AM and 5 PM. Staff must be on site on Mon-Wed-Fri for scheduled treatments and be available if needed for additional treatments on Tuesdays and Thursdays.

Contractor shall provide personnel, including registered nurses (RN), to perform all services required for the treatments, and supplies and equipment to provide all Hemodialysis Services the facility shall request it to provide. Contractor shall provide all equipment, supplies and personnel necessary to the performance of these Services.

Contractor shall develop and implement appropriate policies and procedures in conformance with the requirements and standards of all applicable accrediting and regulatory entities. These policies and procedures shall be subject to the facility's approval and the approval of the System Chair, CCH Nephrology; Chair, Department of Correctional Health, Cermak Health Services; and Chief Operating Officers or Designee (CCH). Contractor shall control costs and maintain consistently high quality Hemodialysis Services at the facility. Contract shall bill the County for the Hemodialysis Services it provides in accordance with the fixed charges as quoted on the proposal herein. The County of Cook shall conduct all patient-billing services. Contractor shall maintain accurate and timely documentation, which shall be available on-line and provided to County for billing purposes. Contractor should send monthly total treatment data to Cermak's Chief Medical Officer and Chairman of Nephrology, CCH

Contractor to perform its obligations under this Contract and shall disclose persons having an ownership interest in Contractor.

4.1 Contractor's Responsibilities

4.1.1 General

The facility's Chief Operating Officer or any persons or entities authorized by Cermak Health Service will inspect Dialysis Service areas and operations at any time. For purposes of all communications regarding the services to be provided hereunder, Contractor's Director shall report directly to the Chief Operating Officer or designee. Contractor shall provide all personnel, equipment, and supplies necessary to the performance of Dialysis Services as required by Cermak Health Services. Storage space for vendor supplies will be provided.

4.1.2 Personnel

Contractor shall provide skilled, experienced personnel who shall, at all times while performing Dialysis Services under this Contract, be certified, degreed and currently licensed as required by law and all applicable regulatory and accrediting agencies and who shall be subject to facility's approval prior to providing services at the facility. Contractor shall identify a Dialysis Nursing Manager who shall work with the CCH Medical Director for Dialysis Services or their designee. The Dialysis Nursing Manager will work with the Chief Medical Officer and the Nursing Officer at Cermak Health Services to oversee and maintain clinical standards, as per CMS regulations. Contractor's Personnel shall perform all Dialysis Services rendered pursuant to this Contract in the Cermak Health Services facility, which may not be used in connection with operations unrelated to the Contract. All Contractor Personnel shall agree to observe and comply with the Bylaws, Policies, Procedures, Rules and Regulations of the CCH, facility, Medical Staff and the Department of Medicine. All Contractor Personnel scheduled to provide Services at the facility shall meet facility health requirements applicable to Health Care Providers who provide services at the facility.

All Contractor Personnel shall wear appropriate professional attire and exhibit a proper Contractor photo identification at all time while performing Dialysis Services at the facility. Contractor shall promptly advise CCH of all disciplinary or corrective actions, which in any way restrict or limit the patient care activities of Contractor's Personnel assigned to provide services at the facility. CCH may, for cause, request in writing that Contractor discontinues assigning any of its Contractor Personnel to provide services at the facility and forthwith assign other reasonable acceptable Contractor Personnel to provide services at the facility. At all times, CCH and the patient's Physician shall retain ultimate authority over and responsibility for, each patient's care and treatment.

4.1.3 Equipment and Supplies

Contract shall provide all equipment and supplies necessary to the performance of Dialysis Services at Cermak Health Services and shall be responsible for the inspection, cleaning, maintenance and repair of such equipment in a manner that is in compliance with CCH safety standards and for maintaining adequate records relative to same, which shall be made available to CCH upon request. All equipment and supplies and their use shall comply fully with Federal, State, and Local Laws and IDPH and JCAHO accreditation requirements. CCH's Department of Biomedical Engineering may, at any time, inspect contractor's equipment, which equipment shall satisfy CCH's safety standards. CCH will provide patient lab services, dialysis related medications such as ESA, iron, vitamin D, heparin, TPA, antibiotics, non dialysis medications including oxygen, biohazard waste disposal, facility furniture, locked cabinets, storage bins and cabinets, and computers for charting. Contractor will provide clinical equipment, supplies related to dialysis treatments and maintenance of equipment, dialysis related disposables such as dialyzers and bloodlines, av needles, dressings etc.

4.1.4 Availability of Services

Contractor shall ensure that it possesses available staff levels, including but not limited to RNs, to provide Dialysis services in accordance with our medical services requirements and in accordance with the Illinois State Nurse Practice Act. Contractor shall plan to perform dialysis services 3 days a week, on Mondays, Wednesdays, and Fridays. Staffing of 1 RN and 1 Tech may be sufficient to provide this service. Contractor shall have the capacity to call Contractor Personnel when unforeseen patient volumes so require.

CCH shall ensure that necessary, appropriate, and proper written informed consent specific to the Services has been obtained. CCH shall make such documents available to Contractor immediately prior to the performance of the Services. CCH and Contractor agree that the Physician(s) shall be responsible for discussing the risks and benefits of treatment involving any of the services in conjunction with obtaining the written informed consent.

If questions arise from any documentation to be provided under the Section, Contractor may delay the performance of the services until it has the required information. The Staff will be responsible for provision of the ordered Services, including (a) set-up and safety check of machine and any water treatment system; (b) initiating treatment, monitoring of treatment, and termination of treatment; (c) documentation of treatment on Hospital EMR and (d) cleaning-up a dialysis equipment and proper storage of machine and supplies.

The contractor shall provide ordered Services in a designated dialysis room made available by the facility. The determination of medically appropriate location for each treatment shall be

made at the sole and absolute discretion of a particular patient's Physician and shall be expressed in an Order. In the event that the Physician orders Contractor to provide services to a patient in the dialysis treatment room, facility shall be solely responsible for transferring the patient to and from the dialysis treatment room.

Whenever patients are receiving Services, Contractor shall provide on duty at least one (1) nurse currently licensed in CCH's state and experienced and rendering Services, to oversee the provision of Services and such additional Staff to maintain an appropriate patient/staff ratio. The Staff shall monitor and regulate the services and conformity with Physician's orders and patient's condition. CCH shall provide nurses who will provide backup nursing support during each treatment day for each patient receiving Services. These nurses shall be responsible for the non-Service related area care of the patient during the treatment, which may include responsibility for administering medications, performing ADLs and baseline assessments, and assisting the Staff in achieving hemodynamic stability in the event the patient becomes unstable during the treatment.

4.1.5 Licenses, Permits, and Accreditation

Contractor shall cooperate with and assist Cermak Health Services in acquiring and maintain all Federal, State, and Local permits, licenses and accreditations CCH is required to possess for the delivery of Dialysis Services in its Facility. In addition, Contractor shall possess and maintain all Federal, State and Local permits, licenses and accreditations which Contractor and its personal are required to possess for the delivery of Dialysis and Apheresis Services.

4.1.6 Policies and Procedure

Contractor shall develop and implement policies and procedures pertaining to the provision of Dialysis Services by its personnel which shall be subject to Cermak Health Services and Department approval, limited, to basic protocols and safety precautions to be taken in a provision of Dialysis Services in the handling and maintenance of equipment and supplies in including and operator checklist to be followed prior to using the equipment. Such policies and procedures shall comply with the requirements of all Federal, State, and Local licensing an accrediting entity, to include, the Illinois Department of Public Health ("IDPH"), the Joint Commission on the Accreditation of Healthcare Organizations ("JCAHO") and the Occupational Safety and Health Administration ("OSHA") and are set forth in the "Dialysis and Apheresis Services Manual". A copy of this Manual shall be available at all times in the Dialysis unit of Cermak Health Services. Additional copies of the Manual shall be provided to the Chief Medical Officer at Cermak and Chairman of Nephrology, CCH. Contractor shall amend the policies and procedures as necessary, subject to CCH approval. Upon the termination or expiration of this Contract, CCH may, at its discretion, continue to utilize any policies and procedures which have been adopted by CCH or its Medical Staff and shall become responsible for the review, revision and approval said policies and procedures. In this event, Contractor shall have no further involvement of responsibility for the continued use of these procedures by CCH.

4.1.7 Compliance with Institutional Policies

Contractor's Nursing Manager and Personnel shall conduct all Dialysis Services and operations in a manner which complies with CCH, facility, Medical Staff and applicable Departmental Bylaws, Policies and Procedures and Rules and Regulations at all times.

4.1.8 Safety Measures

Contractor's Director shall establish, implement and maintain precautionary measures to ensure the safe provision of Dialysis Services to CCH's patients and shall consult CCH's Department of Biomedical Engineering, the Infection Control Committee of CCH's Medical Staff and CCH's Department of Quality Assessment and Improvement to obtain CCH approval of its rules, regulations and policies for safety, including policies relating to the storage, handling, maintenance, inspection, testing and repair of equipment and supplies used in the providing Dialysis Services.

4.1.9 Restriction on Personnel

Contractor's Nursing Director, in consultation with the System Chair, CCH Nephrology and Chief Operating Officer or designee, shall ensure that all Contractor Personnel are aware of the circumstances under which a qualified Physician must be available during the provision of Dialysis Services.

4.1.10 Medical Records

Contractor's Personnel shall prepare records of the procedures they perform in accordance with CCH requirements, utilizing forms approved for by the Chief Operating Officer or designee. The original record of all procedures shall always remain at the Cermak Health Services facility and shall be filed with the patient's medical record. Electronic Medical Records must be used if available and notes must be entered in a format specified by the Chief Operating Officer or designee. Contractor's Director shall review medical records generated by Contractor Personnel on a regular basis to ensure they are complete and accurate and that all Contractor Personnel are following appropriate procedures and performance of Dialysis Services at the facility.

Contractor shall prepare additional or supplementary reports as CCH's Medical Record Administrator may reasonable request or as Contractor may deem necessary or appropriate. If preparation of additional reports as a result of a CCH's requests materially increases the Contractor's expenses in providing the Services, Contractor shall be entitled to recover these increases in expenses from CCH.

The ownership and right of control of all reports, records, and supporting documentation prepared at the request of CCH in connection with the Services shall rest exclusively with CCH. Contractor shall have access to and the right to maintain a copy of any such report, record, or document.

4.1.11 Record Keeping Systems

Contractor's Nursing Director shall establish an automated system to maintain accurate and timely records regarding the volume and nature of patient care rendered by Contractor Personnel and shall provide any other information related to the performance of Dialysis Services at the facility as CCH may request. The information will be made available on-line as requested by CCH.

4.1.12 Education and Training

All of Contractor's Personnel assigned to provide services at the facility shall attend orientation training and participate CCH annual training(s); either in person or on-line, as may be required by CCH. In addition, the Contractor shall regularly provide its Personnel with education and

training and remit documentation to CCH in matters relating to the provision of Dialysis Services.

4.1.13 Quality Assessment and Improvement

Contractor's Nursing Director and Personnel, in accordance with the directives of CCH and Medical Staff Quality Assessment and Improvement Committees, shall develop and implement quality assessment and quality improvement programs subject to CCH approval and shall initiate and respond to incident reports and report on quality assessment and improvement monitors and accordance with CCH requirements.

4.1.14 Participation in Hospital Committee

Upon CCH's request, the Contractor's Nursing Director or a designee acceptable to the Chief Operating Officer, must report to or participate in Hospital Committees, which may include but not be limited to, the Infection Control Committee and the Quality Assessment and Improvement Committee. Contractor's Director must deliver QI metrics and an Infection Control Report to the COO, Chair of Department of Correction Health, or Designee quarterly. Contractor is subject to an infection control review on a semiannual basis by CCH's Infection Control Committee.

4.2 County's Responsibilities

County shall have the following responsibilities in connection with the performance of this contract:

4.2.1 Facilities

CCH shall supply those facilities and storage areas at facility necessary and appropriate to the storage of the Contractor's equipment and supplies into the performance of the Dialysis Services rendered, including water connections with adjacent drains near the area in which services are performed. In addition, Contractor Personnel shall be permitted reasonable use of the CCH facilities which are also available to CCH employees.

4.2.2 Notice of Request for Services

CCH shall provide reasonable advance notice, wherever practical, of the hours during which requires a Contractor to provide Dialysis Services.

4.2.3 Access to Parking Facility

CCH shall furnish Contractor with access to parking reasonably proximate to the facility.

4.2.4 Security and Access to Facility

CCH shall have control of all keys, locks and security with respect to the Cermak Health Services facility and shall provide the Contractor's Personnel with keys and access to those areas where they may reasonably require access in order to bring equipment and supplies into the facility and to provide Dialysis Services. Contractor Personnel shall return all keys upon the termination of this contract or upon the CCH's request and shall refrain from permitting any keys to be duplicated without CCH approval.

4.2.5 Contractor's Nursing Director's Responsibilities

Contractor's Nursing Director shall regularly report to the Chair, Department of Correction Health, Cermak Health Services or designee regarding the delivery of Dialysis Services at facility including, details for the storage and inventory of contractor-owned equipment and supplies to

be stored at the facility; a list of any preparations required with respect to the facility's physical plant prior to the performance of Dialysis Services; the preparation of testing while equipment and inventory; appropriate policies, procedures and protocols; appropriate Quality Assessment and Improvement Programs in accordance with facility requirements; the identities and qualifications of all Personnel from whom the Contractor requests approval; and all training and orientation Contractor Personnel for whom Contractor has obtained approval. In addition, Contractor shall forthwith prepare all Dialysis Service systems, timetables, schedules and training documentation that any surveys conducted by the Joint Commission on Accreditation of Healthcare Organizations or the Illinois Department of Public Health, shall result in no major deficiencies your recommendations related to the provision of Dialysis Services. The Chair, Department of Correctional Health, Cermak Health Services or designee may request any additional information deemed necessary.

4.3 Patient Services and Billing

4.3.1 Patient Services

All Dialysis Services provided by Contractor at Cermak Health Services shall be rendered pursuant to and in accordance with the specifications herein.

4.3.2 Patient Billing

All payments and rights to professional fees payable for services provided by Contractor pursuant to this Contract shall belong to the CCH. Contractor's exclusive compensation for the services performed under this Contract shall be as per the fixed rate quoted on the proposal page here in. CCH shall be responsible for billing, collecting and administrative processes regarding such fees and charges for services rendered by the Contractor. Contractor shall receive fixed payments from CCH for the services Contractor and Contractor's Personnel provide to CCH and its patients as per the specification here in.

4.3.3 Payment

Contractor shall maintain encounter information, including name a patient, the day, date, and time of treatment, and upon request, shall assist CCH in preparing bills for submission to Medicaid, Medicare or other third-party payers. The CCH shall be provided with access to Contractor's data as it relates to services performed under this contract in order to verify costs, billing, acuity, volume reports, and any other relevant information.

4.4 Contractor Request for Payment

Contractor shall prepare monthly invoices for the services and shall submit them directly to the CCH designee. Invoices shall be submitted within ten (10) business days after the close of each billing month. All invoices shall be accompanied by a statement of Contractor's Services for the applicable month and shall be accompanied by such information as CCH may require. The Contractor will reconcile all invoices with CCH on a monthly basis. It is expressly understood and agreed that Contractor shall be paid a fixed rate for services it performs in accordance with the proposal for the following services:

Item 1. Acute hemodialysis treatment, which is defined for purposes of this contract as the Hemodialysis or attempted Hemodialysis by Contractor clinical personnel for a patient at the facility for a period of four (4) hours or more, up to and including ten (10) hours. Fee includes

provision of equipment and supplies specific to the performance of Hemodialysis and clinical and/or technical personnel.

Item 2. Fixed Rate Fee for each hour, up to four (4) hours, in preparation for and in anticipation of an acute Hemodialysis treatment that is not administered for any reason, payable in increments of one-half (1/2) hour.

Item 3. Additional Fee for Treatments initiated after 5 PM on weekdays or provided on Saturdays, Sundays or National Holidays.

Each monthly statement submitted by Contractor shall include a Subtotal indicating the total billing submitted to CCH from the first month through the month during which the monthly billing is submitted. In the event at the CCH conducts an audit of charges for which payment has been made by CCH pursuant to the Contract and determines that CCH has made payment in excess of what was properly payable under the terms of this Contract, CCH shall forthwith notify the Contractor of the amount, which is being disallowed.

4.5 Confidentiality

Contractor must comply with all HIPPA requirements and guidelines, and acknowledge and agree that all County's patient information is absolutely confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Contractor in anyway, with her during the term of this Contract or anytime thereafter, except solely as required in the course of Contractor's performance of services hereunder. Contractor shall comply with the applicable privacy laws and regulations affecting County's Facility will not disclose any records, materials, or other data to any third-party except consultants, agents or is may be required by law or is authorized by the County in writing. Contractor shall not have the right to compile and distribute statistical analysis and reports utilizing information or data derived from or obtained from County without the prior written approval of County. County reserves the right to conditional approval on such reasonable terms as may be deemed appropriate. In the event such approval is given, any such reports published and distributed by Contractor shall be promptly furnished to County without charge. The conditions of this provision shall survive termination or expiration of this contract.

4.6 Key Performance Indicators for Dialysis at Cermak Health Services

4.6.1 Contract Compliance Performance against Scope of Work (SOW)

Measurable Indicators

A. Patient related Indicators

- a. Availability of 2 licensed clinical personnel at all times during the work hours of the dialysis unit.
- b. Timely initiation of Dialysis for all patients
- c. Adherence to Dialysis prescription by the staff members for all dialysis treatments
- d. Coverage for staff members to provide uninterrupted treatments.
- e. Ongoing communication with the physician for all patient and treatment related issues

- f. Timely, thorough documentation of dialysis treatments and nursing assessment for all dialysis patients.

B. Dialysis operations- Indicators

- a. Time to address and resolve the equipment related issues- Expected time frame- 24 hours
- b. Time to address and resolve the Central RO water system issues- Leaks, power issues, filter exchanges, Tanks exchanges- Time frame – 6hrs

4.6.2 Customer Satisfaction

Customer Service

Attending nephrologist(s) report every quarter on performance of staff and dialysis operations at the Joint Dialysis Oversight committee (JDOC).

5. 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.

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 the page that are asserted to contain confidential proprietary information must be noted as such. However, note that ONLY pages that are legitimately confidential should be marked Confidential. 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 hereby warned 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 Statute.

Proposals shall not contain claims or statements to which the proposer is not prepared to commit contractually. The information contained in the proposal shall be organized as described in this section.

5.1 Executive Summary/Cover Letter

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 (Limit this to one page).

5.2 Response to Scope of Services

Please insert your response to the Scope of Services, Section 4, in this section.

5.3 Qualifications and Key Personnel Experience

- a. Describe the Proposer’s background and experience in the field of prescription Fulfillment Systems. Include a brief statement of the Proposer’s professional competence, technical capabilities and qualifications. In particular, describe such services provided to healthcare systems of a similar size and scope of services.
- b. Indicate who the project manager will be and those key individuals with a role in the project and include the following:
 - i. Project team organization chart.
 - ii. Provide a table with the following information:

Proposed project resources	Roles	High level skills (project alignment)	Proposed work location for each resource (onsite / offsite)	Time commitment to the project

- For each key individual involved, emphasize their role on the proposed project, their corporate affiliation, and include a resume detailing related experience in working with similar contracts and healthcare systems. Include their educational background and experience as directly related to their assigned duties under the proposed contract.

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.

5.4 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. Address, City, State, Zip Code
d. Legal Structure (e.g. sole proprietor, partnership, corporation, joint venture)

e.	If a subsidiary, provide the same RFP about the Parent Company as required in this table format.
f.	Date and State where formed.
g.	Proposer's principals/officers including President, Chairman, Vice Presidents, Secretary, Chief Operating Officer, Chief Financial Officer, and related contact RFP.
h.	Point of contact for this RFP including contact information (Name, Telephone, and Email Address)
i.	Proposer Business background and description of current operations
j.	Number of employees
k.	Number of years in business
l.	Total number of years providing the proposed services
m.	Is Proposer a licensed business to perform the work in scope? If so, please specify relevant certifications.
n.	Proposer's Federal Employee Identification Number (or Social Security Number, if a sole proprietorship)
o.	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.

5.5 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, provide the appropriate information in the **Economic Disclosure Statement Forms** (in a separate envelop).

- A. It is the policy of the County of Cook to prevent discrimination in the award of or participation in County Contracts and to eliminate arbitrary barriers for participation in such Contracts by local businesses certified as a Minority Business Enterprise (MBE) and Women-owned Business Enterprise (WBE) as both prime and sub-contractors. In furtherance of this policy, the Cook County Board of Commissioners has adopted a Minority- and Women-owned Business Enterprise Ordinance (the "Ordinance") which establishes annual goals for MBE and WBE participation as outlined below:

Contract Type	Goals	
	MBE	WBE
Goods and Services	25%	10%
Construction	24%	10%
Professional Services	35% Overall	

- B. **The County may set contract-specific goals, based on the availability of MBEs and WBEs that are certified to provide commodities or services specified in this solicitation document. The MBE/WBE participation goals for each Contract are stated in the Special Conditions.** A Bid, Quotation, or Proposal shall be rejected if the County determines that it fails to comply with this General Condition in any way, including but not limited to: (i) failing

to state an enforceable commitment to achieve for this contract the identified MBE/WBE Contract goals; or (ii) failing to include a Petition for Reduction/Waiver, which states that the goals for MBE/WBE participation are not attainable despite the Bidder or Proposer Good Faith Efforts, and explains why. If a Bid, Quotation, or Proposal is rejected, then a new Bid, Quotation, or Proposal may be solicited if the public interest is served thereby.

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 25% MBE and 10% WBE of this procurement. **The Office of Contract Compliance has determined that the participation for this specific contract is 12.5% MBE and 10% 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.

5.6 Cost Proposal

Proposers are required to submit 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.

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.

5.7 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.

5.8 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.”

5.9 Contract

Sample Contract General Terms and Conditions are available in the Doing Business with CCH website. 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.

5.10 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

5.11 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.

5.12 Economic Disclosure Statement

Execute and submit the Economic Disclosure Statement (“EDS”). The EDS form can be found at <https://cookcountyhealth.org/about/doing-business-with-cook-county-health/>. The EDS must be submitted with the pricing proposal in a separate envelope.

5.13 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/>

6. 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.

6.1 Proposal Assessment

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

6.1.1 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 establish a list of qualified Proposer for Shortlist.

6.1.2 Shortlist 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 shortlisted 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.

6.2 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.

6.3 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.

7. General Evaluation Criteria

7.1 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.

7.2 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
- 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)

8. 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.

8.1 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](#).

Link to submit Questions: <https://forms.office.com/r/RCe6hNe3qS>

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.

8.2 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.

8.3 Number of Copies

Proposers are required to submit 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) EDS copy must be submitted separate from the rest of the response.
- Each submission must have one (1) complete electronic response package (including Excel 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.
- Material should be organized following the order of the Required RFP Content Section separated by **labeled tabs**.
- CCH reserves the right to waive minor variances.

8.4 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.

8.5 Labeling

The email subject shall clearly indicate the RFP title and proposer's Name with naming convention "**Response RFP # H23-0044 – [Vendor Name]**" to be followed. The email body should include proposer's address and point of contact RFP. The **completed Attachment C - Economic and Disclosures Statement** and shall be submitted in the same email as attachments.

8.6 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.

8.7 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.

8.8 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.

8.9 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.

8.10 RFP Interpretation

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

8.11 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.

8.12 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.

8.13 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.

8.14 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. CCHHS will return proposals that mark all pages Confidential or are copyrighted. All proposals submitted to CCHHS are the property of CCHHS.**

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.*]

8.15 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.

8.16 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.

8.17 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.

9. **Definitions**

"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 conjunction with Neglect.

"Appeal" means a request for review of a decision made by proposer with respect to an Action, the 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

10. List of Attachments

The following Attachments 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*.

4. Attachment D - Hemodialysis Proposal Pricing Sheet

Proposer(s) shall complete the Economic and Disclosures Statement, *file name, RFP-H23-0044-Hemodialysis-Vendor-Proposal-Pricing-Sheet 1042023.pdf*.