



## WILL COUNTY, ILLINOIS

### PURCHASING DEPARTMENT

JENNIFER BERTINO-TARRANT  
WILL COUNTY EXECUTIVE

KEVIN LYNN  
DIRECTOR

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County Office Building  
302 N. Chicago Street  
Joliet, IL 60432

August 3, 2022

To Whom It May Concern:

You are invited to submit your bid to provide Therapy Services for the Sunny Hill Nursing Home of Will County, 421 Doris Ave., Joliet, IL. The contract period will commence October 1, 2022 through and including September 30, 2023, with two (2) one (1) year optional renewals.

**A \$20,000.00 Bid Bond or Cashier's Check made payable to the Will County Treasurer must accompany your bid, or it will not be considered.**

Bids will be received in the Purchasing Department, 2nd floor, Will County Office Building, 302 North Chicago Street, Joliet, IL. 60432, not later **than 2:00 P.M., "as so indicated by the time stamp clock of Will County," Thursday, August 18, 2022.** Bids will be publicly opened and read by the Will County Executive or his representative at **2:05 P.M., Thursday, August 18, 2022** at the same location.

The bidder acknowledges the right of the County of Will to reject any or all bids, and to waive non-material informality or irregularity in any bid received in whole or part as may be specified in the solicitation.

Should you have any questions regarding this bid, please contact Kevin Lynn, Purchasing Director at [klynn@willcountyillinois.com](mailto:klynn@willcountyillinois.com).

We welcome your bid.

Sincerely,

*Kevin Lynn*

Kevin Lynn  
Purchasing Director

**ADVERTISEMENT OF BID  
THERAPY SERVICES  
SUNNY HILL NURSING HOME OF WILL COUNTY  
JOLIET, IL**

SEALED BIDS TO PROVIDE THERAPY SERVICES FOR THE SUNNY HILL NURSING HOME OF WILL COUNTY, JOLIET, IL, WILL BE RECEIVED AT THE WILL COUNTY PURCHASING DEPARTMENT, WILL COUNTY OFFICE BUILDING, 302 N. CHICAGO ST., JOLIET, IL 60432, UNTIL THE HOUR OF 2:00 P.M., THURSDAY, AUGUST 18, 2022.

BIDS WILL BE PUBLICLY OPENED AND READ BY THE WILL COUNTY EXECUTIVE OR HER REPRESENTATIVE AT 2:05 P.M., THURSDAY, AUGUST 18, 2022, AT THE WILL COUNTY OFFICE BUILDING, 302 N. CHICAGO ST., JOLIET, IL., 60432, 2ND FLOOR.

SPECIFICATIONS AND CONDITIONS OF THE BID ARE AVAILABLE AT [www.demandstar.com](http://www.demandstar.com) OR [www.willcountyillinois.com](http://www.willcountyillinois.com) FROM THE PURCHASING DEPARTMENT, 2ND FLOOR, WILL COUNTY OFFICE BUILDING, 302 NO. CHICAGO ST., JOLIET, IL 60432, (815) 740-4712 OR [purchasing@willcountyillinois.com](mailto:purchasing@willcountyillinois.com).

THE TENDERING OF A BID TO THE COUNTY SHALL BE CONSTRUED AS ACCEPTANCE OF THE SPECIFICATIONS. THE BIDDER ACKNOWLEDGES THE RIGHT OF THE COUNTY OF WILL TO REJECT ANY OR ALL BIDS AND TO WAIVE NON-MATERIAL INFORMALITY OR IRREGULARITY IN ANY BID RECEIVED IN WHOLE OR IN PART, AS SPECIFIED IN THE SOLICITATION.

BY ORDER OF THE WILL COUNTY EXECUTIVE, JENNIFER BERTINO-TARRANT

**INSTRUCTIONS TO BIDDERS  
THERAPY SERVICES FOR  
SUNNY HILL NURSING HOME OF WILL COUNTY  
JOLIET, IL**

**GENERAL SPECIFICATIONS**

Bidders are invited to submit sealed bids for Therapy Services for the Sunny Hill Nursing Home of Will County, Joliet, IL. The contract period will commence October 1, 2022 through and including September 30, 2023, with two (2) one (1) year optional renewals.

**BIDS:**

Bids will be received in the Purchasing Department, 2nd floor, Will County Office Building, 302 N. Chicago St., Joliet, IL 60432, **not later than Thursday, August 18, 2022, at 2:00 P.M. “as so indicated by the time stamp clock of Will County”**.

**BIDS RECEIVED AFTER THIS TIME WILL NOT BE ACCEPTED.**

Bids will be publicly opened and read aloud by the Will County Executive or her representative at **2:05 P.M., Thursday, August 18, 2022**, at the Will County Office Building, 302 N. Chicago St., 2<sup>nd</sup> FL., Joliet, IL. 60432. **BIDS RECEIVED AFTER THIS TIME WILL NOT BE ACCEPTED.**

Proposals must be made in accordance with the instructions contained herein. Bid Forms shall be completely filled out and shall not be detached from this document. The complete set of Contract Documents shall be submitted with this proposal. All Bid Forms and Specifications as attached hereto shall be used to form the Contract for the work to be performed. Proposals shall be submitted on the forms furnished by the County of Will in a sealed package marked with the Bidder's name and address and the notation:

**SEALED BID:            THERAPY SERVICES**

**DUE:                    Thursday August 18, 2022 2:00PM**

Bids shall be addressed to the Will County Purchasing Department, Will County Office Building, 302 N. Chicago St., Joliet, IL 60432.

**SIGNATURE OF BIDS:** The signature on each bid proposal shall be that of an authorized representative of bidder. Each bidder, by making its bid, represents that bidder has read and understands the bidding documents.

**BIDDING PROCEDURES:**

1. All bids must be prepared on the forms provided by the County of Will and submitted in **TRIPPLICATE, One Original and Two (2) complete copies**, in accordance with the Instructions to Bidders.
2. A bid is invalid if it has not been deposited at the designated location prior to the time and date for receipt of bids indicated in the Advertisement for Bids or prior to any extension thereof issued to the bidders.
3. Unless otherwise provided in any supplement to the Instructions to bidders, no bidder shall modify, withdraw or cancel his bid or any part thereof for ninety (90) days after the time designated for the receipt of bids in the Advertisement for Bids.

4. Changes or corrections may be made in the bid documents after they have been issued and before bids are received. In such cases a written addendum describing the change or correction will be issued by the County of Will to all bidders recorded by the County of Will as having received the bidding documents and will be available for inspection wherever issued. Such addendum shall take precedence over that portion of the documents concerned, and shall become part of the bid documents. Except in unusual cases, addenda will be issued to reach the bidders at least five (5) days prior to date established for receipt of bids.
5. Each bidder shall carefully examine all bid documents and all addenda thereto, and shall thoroughly familiarize themselves with the detailed requirements thereof prior to submitting a proposal. Should a bidder find discrepancies or ambiguities in, or omissions from, documents, or should they be in doubt as to their meaning, they shall, at once, and in any event not later than seven (7) days prior to bid due date, notify the County of Will, who will, if necessary, send written addenda to all bidders. The County of Will is not responsible for any oral instructions. All inquiries shall be directed to Kevin Lynn, [klynn@willcountyillinois.com](mailto:klynn@willcountyillinois.com). After bids are received, the bidder will make no allowance for oversight.

#### **REJECTION OF BIDS:**

The bidder acknowledges the right of the County of Will to reject any or all bids, to waive any non-material informality or irregularity in any bid received, and to accept the bid deemed most favorable to the interest of the County of Will after all bids have been examined and evaluated. In addition, the bidder recognizes the right of the County of Will to reject a bid if the bid is in any way incomplete or irregular.

#### **CONTRACT DURATION:**

The contract is to commence October 1, 2022 through and including September 30, 2023. The County Board reserves the right to extend the contract for two (2) optional one (1) year contracts.

#### **NO BIDS:**

Those who wish not to bid this project please return your bid plainly marked "**NO BID**" or send email indicating "**NO BID**" to ensure your company's name remains on our bidders list. If you choose not to reply your name will be removed and no future bids will be automatically sent.

#### **PRIME CONTRACTOR CERTIFICATION:**

Included in this bid package is a prime contractor certification form. This form **must** be filled out and returned with your bid package.

#### **WORDS AND FIGURES:**

Where amounts are given in both words and figures, the words shall govern. If the amount is not written in words the unit cost will take precedence over the extended price in case of a discrepancy in the multiplication.

## **BID SECURITY:**

**Each bidder shall attach, to the front cover of his/her bid a \$20,000.00 Bid Bond or Cashier's Check** made payable to the Will County Treasurer as a guarantee that if the bid is accepted, a contract will be entered into with the County of Will. **Money Orders or Company checks will not be accepted.**

## **PERFORMANCE BOND:**

A Performance Bond for the amount of the first year of the contract will be required from the successful bidder and shall be valid throughout the life of the contract. If the County so chooses to renew for years 2 and 3, a new Performance Bond or Continuation Certificate will be required prior to the contract renewal. If it is difficult to acquire a Performance Bond by the time the contract is to commence, the Will County will accept a letter notarized by the Insurance Carrier showing that such Bond is being processed at this time.

## **ILLINOIS FREEDOM OF INFORMATION ACT:**

Any and all submissions to the County of Will become the property of the County of Will and these and any late submissions will not be returned. Your proposal will be open to the public under the Illinois Freedom of Information Act (FOIA) (5 ILCS 140) and other applicable laws and rules, unless you request in your proposal that we treat certain information as exempt. We will not honor requests to exempt entire proposals. You must show the specific grounds in FOIA or other law or rule that support exempt treatment. If you request exempt treatment, you must submit an additional copy of the proposal with exempt information deleted. This copy must tell the general nature of the material removed and shall retain as much of the proposal as possible. In the event the County of Will receives a request for a document submitted, the County of Will shall provide notice to contractor as soon as practicable. Regardless, contractor will be responsible for any costs or damages associated with defending your request for exempt treatment. Furthermore, contractor warrants that County of Will's responses to requests for a document submitted that is not requested to be exempt will not violate the rights of any third party.

Please be advised that if your proposal is accepted by the County of Will, all related records maintained by, provided to, or required to be provided to the County of Will during the contract duration are subject to FOIA. In the event the County of Will receives a request for a document relating to contractor, its provision of services, or the arranging for the provision of services, the County of Will shall provide notice to contractor as soon as practicable and, within the period available under FOIA, contractor may then identify those records, or portions thereof, that it in good faith believes to be exempt from production and the justification for such exemption. Regardless, contractor will be responsible for any costs or damages associated with defending the request for exempt treatment. Furthermore, contractor will warrant that County of Will's responses to requests for a document relating to contractor, its provision of services, or the arranging for the provision of services, will not violate the rights of any third party.

Please be advised also that FOIA provides that any record in the possession of a party with whom the County of Will has contracted to perform a governmental function on behalf of the County of Will, and that directly relates to the governmental function and is not otherwise exempt under FOIA, is considered a public record of the County of Will for purposes of FOIA. 5 ILCS 140/7(2). As such, upon request by the County of Will (or any of its officers, agents, employees or officials), the contractor shall provide to the County of Will at no cost and within the time frames of FOIA a copy of any "public record" as required by FOIA and in compliance with the provisions of FOIA. After request by the County of Will, contractor may then identify those records, or portions thereof, that it in good faith believes to be exempt from production and the justification for such exemption. Regardless, contractor will be responsible for any costs or damages associated with defending the request for exempt treatment.

## **NON-DISCRIMINATION:**

The Contractor shall at all times observe and comply with any law, statute, regulation or the like relating in any way to civil rights including but not limited to the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq.

## **DEFAULT:**

In case of default by the successful bidder, the County of Will may procure the articles or services from other sources and may deduct from the unpaid balance due the successful bidder any of its costs resulting from the default, or may collect against the bond or surety for excess costs so paid, and the prices paid by the County of Will shall be considered the prevailing market price at the time such purchase is made.

## **PRICES:**

Prices shall remain in effect throughout the Contract Period, which is for a twelve (12) month period, from October 1, 2022 through and including September 30, 2023, with two (2) optional one (1) year contract renewals with County Board approval.

## **AWARDING OF BID:**

The award will be based on the lowest responsible, responsive bid for the totals of the 1<sup>st</sup> year contract and the two (2) optional one (1) year renewal contracts.

The bidder acknowledges the right of the County of Will to reject any bids not in compliance with the request for bids and the right to reject all bids and the right to waive any non-material informalities or irregularities for any bid received and to accept the lowest responsible, responsive bid after all Bids have been examined and evaluated.

The Bid is expected to be awarded at the September 15, 2022 meeting of the Will County Board.

## **SUBMITTAL REQUIREMENTS:**

Each of the following items shall be submitted by the bid time mentioned herein in order that the bid will be considered:

1. \$20,000.00 Bid Bond or Cashier's Check
2. **Signed** Copy of Prime Contractor Certification
3. Reference form
4. **Signed** and completed Bid Form
5. **Signed** and completed Receipt of Addenda Form

**PRIME CONTRACTOR CERTIFICATION**

The undersigned hereby certifies that \_\_\_\_\_

Name of Bidder

is not barred from contracting with any unit of State or local government as a result of a violation of either Section 33E-3 or 33E-4 of the Criminal Code of 1961.

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Note: A person who makes a false certificate commits a Class 3 Felony.

Sections 33E-3 and 33E-4 provide as follows:

**33E-3. Bid-rigging.** A person commits the offense of bid-rigging when he knowingly agrees with any person who is, or but for such agreement would be, a competitor of such person concerning any bid submitted or not submitted by such person or another to a unit of State or local government when with the intent that the bid submitted or not submitted will result in the award of a contract to such person or another and he either (1) provides such person or receives from another information concerning the price or other material term or terms of the bid which would otherwise not be disclosed to a competitor in an independent noncollusive submission of bids or (2) submits a bid that is of such a price or other material term or terms that he does not intend the bid to be accepted.

Bid rigging is a Class 3 felony. Any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation as provided in paragraph (2) of subsection (a) of Section 5-4 of this Code.

**33E-4 Bid rotating.** A person commits the offense of bid rotating when, pursuant to any collusive scheme or agreement with another, he engages in a pattern over time (which, for the purposes of this Section, shall include at least 3 contract bids within a period of 10 years, the most recent of which occurs after the effective date of this amendatory Act of 1988) of submitting sealed bids to units of State or local government with the intent that the award of such bids rotates, or is distributed among, persons or business entities which submit bids on a substantial number of the same contracts. Bid rotating is a Class 2 felony. Any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation as provided in paragraph (2) of subsection (a) **of Section 5-4 of this Code.**

Possible violations of Section 33 can be reported to the Office of the Will County State's Attorney at (815) 727-8453.

## **THERAPY SPECIFICATIONS**

### **SCOPE OF WORK:**

It is the intention of the County of Will to award one contract to a vendor who meets the requirements of these specifications to provide Therapy Services to the Sunny Hill Nursing Home of Will County, a 157 bed skilled nursing facility operated by the County of Will.

### **TERM OF AGREEMENT:**

The contract is to commence October 1, 2022 through and including September 30, 2023. The County Board reserves the right to extend the contract for two (2) optional one (1) year contracts.

### **BIDDER'S QUALIFICATIONS:**

All Bidders' must be qualified vendors and demonstrate the capacity to provide Therapy Services in accordance with these specifications. Bidders must be successfully servicing as a vendor to similar businesses (in size, type, and location) for a minimum of five (5) years. References must be provided on the attached page. The County reserves the right to inspect facilities and/or interview similar business clients to determine if this criteria is met. Please provide information as to what percentage of staff resides in Will County, Illinois.

### **SCOPE OF SERVICES:**

Bidders must provide all services as required to ensure a comprehensive and successful program. At a minimum, these services and capabilities shall include:

- Physical Therapy
- Occupational Therapy
- Speech Therapy

### **VOLUME:**

The average usage amounts specified in this solicitation are approximates only, and are given for the information of the Bidder and for the purpose of Proposal evaluation. They do not indicate the actual amount, which may be spent annually, since such volume will depend upon the requirements of the Sunny Hill Nursing Home of Will County residents.

### **PRE-AUDIT:**

The Bidder shall provide cost information to support invoices upon request of the County.

### **AUDIT:**

The Bidder shall retain and make available all records and cost information related to this contract for a period of six years beyond the contract completion date.

### **PROVIDER SERVICES:**

1. **SERVICES.** Bidder will provide the services listed on the Proposal Form in accordance with all applicable federal and state laws, rules and regulations, and reasonable Sunny Hill Nursing Home of Will County policies and procedures and rules of third party payers that cover the Services. Specifically, Bidder will:
  - a. Upon receipt of written order for a therapy evaluation from a resident's physician, conduct an evaluation of resident; recommend to the physician a plan of care, including duration and frequency of treatment.
  - b. Upon receipt of a written order for therapy treatment from a resident's physician, timely provide treatment in accordance with the physician's plan of care, maintain treatment logs, write and update appropriate portions of the resident's medical record, and communicate verbally and in writing to the resident's physician and to other health care professionals involved in the resident's care, as appropriate, observations as to progress and expected goals and treatment. Duration of treatments provided to a resident shall be in accordance



with the resident's plan of care established by and coordinated with Sunny Hill nursing IDT team.

- c. Timely provide to Sunny Hill Nursing Home of Will County IDT Team treatment information and documentation for billings to third party payers in the form reasonably required by Sunny Hill Nursing Home of Will County and such third party payers.
2. Bidder may reply on written orders received from a resident's physician to indicate medical necessity of therapy orders.
3. Bidder shall provide Services through its properly licensed therapists, or in its discretion, by properly licensed therapy assistants, supervised in accordance with applicable state and federal regulations. Upon request, Bidder will provide to Sunny Hill Nursing Home of Will County copies of current licenses or registrations for its personnel providing Services hereunder.
4. On Sunny Hill Nursing Home of Will County's reasonable request, Bidder will assist facility in providing appropriate consultation to Sunny Hill Nursing Home of Will County staff, and in-service education on therapy topics related to treatment of facility residents. Bidder's personnel will participate in care planning conferences for the facility's residents who are receiving Services hereunder, daily house report meetings, weekly Medicare meetings and participate in the following facility meetings as scheduled: Quality Assurance, Therapy, Marketing, Resident Safety and Behavior, and any other meeting that facility requests presence of Bidder to help aid in provision of quality resident care.
5. Bidder will use care in the operation of therapy equipment and the use of therapy supplies, supplied by Sunny Hill Nursing Home of Will County in its nursing facility. Bidder will recommend to the facility the appropriate types of equipment and quantities of supplies reasonably necessary to provide Services to the residents of Sunny Hill Nursing Home of Will County.
6. Bidder will aid facility in the acquisition of fitness type equipment for "Fun & Fitness Club" which is located in the therapy designated area and is available for regular use by facility residents who are jointly assessed by the Bidder and facility's Therapy Supervisor to meet the program's protocol.
7. Bidder will prepare and maintain such records of Services rendered, in such form as may be reasonably required by Sunny Hill Nursing Home of Will County and any third party payer which covers services rendered hereunder. Such records shall remain the property of Bidder, but shall be available to the facility for review and copying on reasonable request.
8. Bidder will maintain confidentiality of patient records in accordance with State and Federal Laws and regulations.
9. Bidder will be in compliance with the Health Insurance Portability and Accountability Act and will provide training to their staff and maintain all documentation necessary, including any Business Associates contracts.
10. Bidder will provide consultation to Sunny Hill Nursing Home staff on maintaining the functional status of residents before transfer to nursing's restorative program.
11. Bidder will maintain the physical office area in Sunny Hill's therapy room and will provide own computers and internet connection.
12. Bidder will also provide physical, occupational and speech therapy to our outpatient therapy clinic population as needed. Hours of operation will need to be determined by patient request and within the hours of which the in house therapy is not in operation.

### **SUNNY HILL NURSING HOME OF WILL COUNTY**

1. Sunny Hill Nursing Home of Will County will assure that each resident admitted to its nursing facility is under the care of a licensed physician and, as necessary, will assure that such physician timely writes and signs orders for therapy evaluations and treatments.
2. Sunny Hill Nursing Home of Will County will promptly notify Bidder prior to the beginning of therapy treatment plan for each resident with orders for therapy treatments, including duration and frequency of treatment.
3. Sunny Hill Nursing Home of Will County will make available at all reasonable times for review, updating and copying, the medical record for each resident who has an order for therapy services

subject to the requirements of the Health Insurance Portability and Accountability Act. Such records remain the property of Sunny Hill Nursing Home of Will County.

4. Sunny Hill Nursing Home of Will County will obtain, in advance of any provision of Services by Bidder, all authorizations and other documents necessary for the proper billing of residents for Services, and will verify authorizations for coverage for all Services. Facility will notify Bidder of the applicable billing information, and changes thereto, prior to Bidder rendering Services.
5. Sunny Hill Nursing Home of Will County will submit billing to all residents or appropriate third party payers for services provided. However, subject only to specific provisions to the contrary contained herein, compensation to Bidder for services is not contingent upon receipt by Sunny Hill Nursing Home of Will County of payment for such billings.

#### **COMPENSATION:**

1. Sunny Hill Nursing Home of Will County agrees to pay the Bidder for services as shown on attached Schedule. Bidder will submit to Sunny Hill Nursing Home of Will County an invoice in electronic form that is compatible with Sunny Hill's software for the Services rendered. Invoices will be in such form, and contain such information, as Sunny Hill Nursing Home of Will County shall reasonably request to comply with third party billing and payment requirements.
2. Payment shall be made in accordance with the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq.
3. To the extent that any third party payer denies or reduces a claim or payment for any Services rendered hereunder, Sunny Hill Nursing Home of Will County and Bidder shall first determine the cause of the denial based on the responsibilities of the Parties stated in the Provider Services Section and Sunny Hill Nursing Home of Will County Obligations Section above. If the denial is caused by the failure of the Bidder to fulfill its responsibilities hereunder, Bidder will, subject to its rights to appeal such denial set out below, refund or credit Sunny Hill Nursing Home of Will County with any amounts paid by Sunny Hill Nursing Home of Will County to the Bidder for the rendering of such services.
4. Sunny Hill Nursing Home of Will County will promptly give the Bidder notice of all denials of claims or payment, or requests from any payment source for any information regarding the Services. In the event of a denial of payment, Bidder will have the absolute right, in its sole discretion, to appeal such denial through any means available to it, and Sunny Hill Nursing Home of Will County agrees to cooperate fully with the Bidder in such appeals process. If the Bidder is successful in any such appeal, the Bidder will promptly pay any amounts previously repaid or credited by the Bidder, to Sunny Hill Nursing Home of Will County.
5. If this contract is extended to include a second or third year extension option, there will be no payment increase to the bidder.

#### **HOLD HARMLESS CLAUSE:**

The Bidder will save and hold harmless the County of Will from and against all liabilities, claims and demands of whatsoever kind or nature arising out of or connected with the performance of services by the Bidder, or on behalf of the County of Will, whether such injury, death, loss or damage shall have been occasioned by the negligence of the Bidder, or a Subcontractor of the Bidder, or their employees; or otherwise. The Bidder will defend at its own expense any actions based thereon and shall pay all charges of attorneys and all costs and other expenses arising therefrom.

#### **EVALUATION CRITERIA:**

The evaluation criteria shall include, but is not limited to the following:

1. References
2. The qualifications, (i.e. ability, capability and skill) of the Bidder to provide all Services required
3. History of Bidder's company

#### **QUALIFICATIONS, CERTIFICATIONS, LICENSES**

Bidder shall have all the necessary qualifications, certifications, and/or licenses pursuant to Federal and State law and regulations to provide the services required. Bidder shall further warrant that it is not excluded from any state or federal health care program, or any third party payer program, has not been

excluded from any such program, and that no basis exists for such exclusion. Finally, Bidder shall warrant that it has not been subject to any final adverse action as defined under the Health Care Fraud and Abuse Data Collection Program. Bidder shall agree to notify Sunny Hill Nursing Home of Will County within twenty-four (24) hours, by certified mail, if: (a) a final adverse action is taken or threatened against Bidder; (b) the same or substantially similar services provided to any other of Bidder's clients that is the subject of inquiry or investigation by any governmental agency, intermediary, or any third party payer; or (c) any adverse action is taken against any other of Bidder's clients in connection with substantially similar services.

#### **RECORDS AND REPORTS:**

Bidder agrees to keep and maintain records of the billed services delivered to the residents at Sunny Hill Nursing Home of Will County as may be required by any Medicare intermediary, federal, state or local government agency, Sunny Hill Nursing Home of Will County or other party for whom billings for Bidder's services are rendered. Bidder agrees to make all records of Sunny Hill Nursing Home of Will County residents to whom Bidder has rendered services available for Sunny Hill Nursing Home of Will County inspection. Bidder agrees to comply with all statutory requirements governing the maintenance of documentation to verify the cost of services rendered under this contract; until the expiration of six (6) years after the furnishing of such services pursuant to this contract. Upon written request, Bidder shall make available to the Secretary of Health and Human Services, the Comptroller General of the United States, the Medicare intermediary, any other federal or state agency, or any of their duly authorized representatives having the authority or responsibility for the payments of, or supervision of, Facility's or services, all contracts, books, documents and records of Bidder that are necessary to certify and substantiate the nature and extent of such costs. Bidder will maintain confidentiality of patient records in accordance with State and Federal laws and regulations.

#### **BILLING AND PAYMENT FOR THERAPY SERVICES:**

Bidder shall bill Sunny Hill Nursing Home of Will County on a monthly basis by the fifth (5<sup>th</sup>) working day of each month for Therapy Services provided to Sunny Hill Nursing Home of Will County during the past month.

#### **TERMINATION**

This contract will terminate automatically upon the revocation, suspension or cancellation of Sunny Hill Nursing Home of Will County's license or certification.

Either party hereto may, at any time during the term hereof, terminate the contract, with or without cause, upon thirty (30) days written notice to the other party of such termination. At the end of said thirty (30) days' notice period, the contract shall be terminated.

Immediately upon the termination of the contract for any reason, all debts, obligations and liabilities theretofore accrued between the Bidder and Sunny Hill Nursing Home of Will County will be paid, performed and discharged.

#### **INDEPENDENT CONTRACTORS**

Bidder shall not be considered an employee or agent of Sunny Hill Nursing Home of Will County for any purpose, and no partnership, joint venture or co-venture shall be created by virtue of the contract or the provision of services hereunder. The Bidder and Sunny Hill Nursing Home of Will County hereto are independent contractors contracting with one another solely for the purposes set out herein. Sunny Hill Nursing Home of Will County shall exercise no control over the manner in which the services are performed. The contract may not be subcontracted or assigned, in whole or in part, without the prior written consent of Sunny Hill Nursing Home of Will County.

#### **COMPLIANCE WITH APPLICABLE LAW**

In all aspects relative to the performance of their respective obligations under this contract, the Bidder and Sunny Hill Nursing Home of Will County shall conduct their respective businesses in accordance with

all applicable federal, state and local laws including, but not limited to, all legal requirements relating to the Medicare and Medicaid program and the Health Insurance Portability and Accountability Act.

**LIABILITY AND RISK MANAGEMENT INSURANCE:**

At all times during the term of the contract, the Bidder and its independent subcontractors shall maintain, at their sole expense, insurance coverage for Bidder, its employees, officers and independent subcontractors as follows:

- a. Worker's Compensation in the statutory amounts;
- b. Employer's liability insurance in an amount not less than one million dollars (\$1,000,000) for each employee/disease;
- c. Professional liability insurance with limits not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate annually;
- d. Commercial (comprehensive) general liability insurance (including contractual liability) with limits of not less than one million dollars (\$1,000,000) per occurrence, and three million dollars (\$3,000,000) in the aggregate annually.

**INSURANCE REQUIREMENTS**

The policy which affords comprehensive general liability insurance shall contain a provision or endorsement stating that such insurance includes Sunny Hill Nursing Home of Will County, and the County of Will as additional insured's as regards their liability out of operations performed for Sunny Hill Nursing Home of Will County and the County of Will by Bidder under this contract.

**CERTIFICATES OF INSURANCE**

Bidder shall deliver to the County of Will certificates of insurance naming Sunny Hill Nursing Home of Will County and the County of Will, its officers and employees and agents as additional insured parties for each of the above specified types of insurance. The certificates of insurance must state: "Sunny Hill Nursing Home of Will County, the County of Will and its Officers are named as additional insureds as defined in the policy with respect to claims arising from Bidder's' operations at Sunny Hill Nursing Home of Will County, Joliet, Illinois." (See Special Conditions – Insurance Requirements).

**CHANGES IN INSURANCE COVERAGE**

Bidder must notify the County of Will of changes in insurance coverage, in writing, within thirty (30) days.

**INSURANCE RATING**

All of the above-specified types of insurance shall be obtained from companies that have at least an A-7 rating in Best's Guide or the equivalent.

## **CONTRACT SPECIFICATIONS**

The intent of Sunny Hill Nursing Home of Will County, a 157 bed Skilled Care Nursing Facility pursuant to Illinois Law, located at 421 Doris Avenue, Joliet, Illinois, in requesting therapy service proposals, is to exercise its management responsibility as a prudent buyer and provider of quality resident health care. In so doing, the facility has identified specific therapy service areas.

Sunny Hill Nursing Home of Will County is providing a base of information to ensure uniformity of responses. It must be noted, however, that there is no intent, either expressed or implied, that any of the selected contractors be restricted or precluded by these guidelines, nor should these be rigid as to stifle the creativity of any contractor responding. Any recommendations relating to current or future reimbursement strategies or areas to improve the sub-acute area will be re-evaluated.

The guideline information provided by Sunny Hill Nursing Home of Will County is divided into five key areas:

- I. Nature of the Contract
- II. Costs included in contractor's budget
- III. Required information from contractors
- IV. Exhibits
- V. Fees and compensation schedules (must be completed as part of each contractor's proposal)

We appreciate your working with us on this program evaluation, and we look forward to learning more about your company's capabilities and offerings.

## **NATURE OF CONTRACT**

- A. The Contractor's proposed budget must be guaranteed to Sunny Hill Nursing Home of Will County for the twelve (12) month period October 1, 2022 through and including September 30, 2023.
- B. Each proposal must include the proposed financial arrangement.
- C. Contractor to keep full and accurate records of the therapy service operation covered by these specifications. All such records shall be retained for a period of five (5) years following the year to which they pertain. Records are subject to audit by the Secretary of Health and Human Services, or upon request of the Comptroller General, or any of their duly authorized representatives.
- D. Contractor will warrant compliance with and agree to be bound by any and all applicable Federal, State of Illinois and local licensure provisions governing therapy services with a long-term care nursing facility setting.
- E. Insurance requirements are found in the Agreement, Article VII: Liability and Risk Management. No work shall be started until receipt of the Certificate of Insurance.

## **COSTS INCLUDED IN CONTRACTOR'S BUDGET**

- A. Specialized Post Acute/Medicare Services for up to 157 beds and outpatient services to include:
  1. Treatment services to Post Acute/Medicare patients of the facility.
    - a. Evaluating patients on medical referral
    - b. Communicating recommendations to physicians and IDT Team
    - c. Planning and giving patient's treatment
    - d. Maintaining records of patient's response to treatment
    - e. Creation and Maintenance of Billing Information
    - f. Screening
  2. Consulting services, as necessary.
    - a. Administrative
    - b. Nursing In-service
    - c. Activities

3. Management of Post Acute/Medicare Services
  - a. Personnel administration
  - b. Financial functions
  - c. Resident Care
  - d. Strategic planning and development
  - e. Marketing and referral management
4. Consulting services as necessary.
  - a. Restorative Nursing Consulting
  - b. Physical Rehab Consulting
  - c. Speech Rehab Consulting

### **MINIMUM INFORMATION REQUIRED OF CONTRACTOR**

#### A. Specialized Experience

In order to evidence your company's depth and breadth of capability, describe your firm's experience (minimum 2 years' experience in long-term care facilities) with client healthcare organizations, wherein your company is handling the entire post acute length of stay functions for the client.

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

#### B. Experience:

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

#### C. Management Firm Information

1. Total number of employees employed – full time and part time (by category: P.T., C.O.T.A., ETC.)
2. Do you use subcontractors for therapists and/or physicians? If so, who?
3. Years in business using current name
4. Employee turnover rate for the past two years
5. Include copies of your current annual report including audited financial statement
6. Provide outline of support training and development programs
7. Identify plan for increasing and maintaining sub acute rehabilitation services
8. Provide evidence of strong network of local management and support staff
9. Describe the length of time you have provided long term care services in the local area.
10. Provide a list of local references to whom you have provided three years or more of service.
11. Describe any other proposals/terms of programs your firm offers in the area of sub-acute care.
12. List clients with whom you have lost contracts within the last two years.
13. Describe any referral networks or managed care provider contracts you are associated with and per diem rates.
14. Identify any specialty programs or services that you currently provide to clients
15. Identify your therapy-related denial rate with current client base and measures taken to counteract PPS Billing Guidelines (i.e. discharge to the hospital, therapy hold in rehab category).
16. Describe any type of Quality Assurance Programs that you have in place

17. Are you currently providing therapy services to any Nursing Home within a 50-mile radius of Sunny Hill Nursing Home of Will County?

**THERAPY SERVICE REFERENCES:** Please provide three (3) references for which similar services have been rendered.

COMPANY NAME	CONTACT PERSON & EMAIL ADDRESS	PHONE NUMBER & FAX NUMBER

<b>Medicare A</b>	Dec. 2019- Nov. 2020	Dec. 2020 - Nov. 2021	Dec. 2021- June 2022
Total Physical Therapy Minutes	75,506	80,424	23,264
Total Occupational Therapy Minutes	78,019	77,907	22,742
Total Speech Therapy Minutes	14,282	6,903	3,621
<b>Total Therapy Minutes</b>	<b>167,807</b>	<b>165,234</b>	<b>49,627</b>
Total# of Resident on Physical Therapy	63	73	31
Total# of Resident on Occupational Therapy	64	73	32

Total# of Resident on Speech Therapy	27	23	12
<b>Total Number of Medicare Days</b>	<b>3,419</b>	<b>2,910</b>	<b>1,010</b>

<b>Medicare B Therapy Units</b>	Dec. 2019- Nov. 2020	Dec. 2020 - Nov. 2021	Dec. 2021-June 2022
Physical Therapy	9,378	7,737	3,983
Occupational Therapy	7,925	6,777	3893
Speech Therapy	449	250	106
<b>Total Therapy Units</b>	<b>17,752</b>	<b>14,764</b>	<b>7,982</b>



Date Mailed: 8-3-22  
Due: 8-18-22, 2:00 P.M.  
Open: 8-18-22, 2:05 P.M.

**PROPOSAL FORM  
COUNTY OF WILL  
PURCHASING DEPARTMENT  
302 N. CHICAGO ST.  
JOLIET, IL. 60432**

**CONTRACT FOR  
SHNH #2022-20  
THERAPY SERVICES**

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_ FEIN # \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_ Please check one  
Minority Vendor  
yes no

CONTACT \_\_\_\_\_

PHONE \_\_\_\_\_ FAX \_\_\_\_\_ EMAIL \_\_\_\_\_

***THIS IS NOT AN ORDER***

**Agency Name and** SUNNY HILL NURSING HOME OF WILL COUNTY  
**Delivery Address:** 421 DORIS AVENUE, JOLIET, IL 60433  
**For additional** KEVIN LYNN, PURCHASING DIRECTOR  
**information contact:** [klynn@willcountyillinois.com](mailto:klynn@willcountyillinois.com)

**PROPOSAL AWARD CRITERIA:**  
This proposal will be awarded based on the criteria in this proposal.

**MEDICARE A - Urban**

PDPM model for reimbursement was effective on October 1, 20 for Medicare residents. PDPM or the Patient Driven Payment Model is the current method for reimbursing Skilled Nursing Facilities (SNFs) for their resident's time at the facility. **It is a per diem payment model that calculates the payment to a facility based on clinical characteristics, resident assessments & diagnosis, and resource needs in the form of coordinated team-based care during a resident's stay.** PDPM assigns residents a case-mix classification that drives the daily PDPM reimbursement rate for that person. Each of these items gets a component score.

In the PDPM, there are five case-mix adjusted components: PT, OT, SLP, NTA, and Nursing. Each resident is to be classified into one and only one group for each of the five case-mix adjusted components. For each of the case-mix adjusted components, there are a number of groups to which a resident may be assigned, based on the relevant MDS 3.0 data for that component. There are 16 PT groups, 16 OT groups, 12 SLP groups, 6 NTA groups, and 25 nursing groups.

PDPM classifies residents into a separate group for each of the case-mix adjusted components, each of which have their own associated case-mix indexes and base rates. Additionally, PDPM applies variable per diem payment adjustments to three components, PT, OT, and NTA, to account for changes in resource use over a stay. The adjusted PT, OT, and NTA per diem rates are then added together with the unadjusted SLP and nursing component rates and the non-case-mix component to determine the full per diem rate for a given resident.

- Physical Therapy (PT)
- Occupational Therapy (OT)
- Speech Language Pathology (SLP)
- Nursing
- Non-Therapy Ancillary (NTA)

Therapy used to be the big driver for payment with RUGs scores. With PDPM, therapy minutes are not taken into consideration nearly as much. The **overall condition** of the resident is the dominating factor now.

**PLEASE REFER TO THE PDPM CALCULATION WORKSHEET FOR SNF'S INCLUDED**

**OTHER SERVICES** (Charge per 15 minutes)

<b>SUBACUTE MANAGEMENT FEE (Nursing/Rehab Services)</b>	<b>\$</b>
<b>Occupational Rehab Consulting</b>	<b>\$</b>
<b>Physical Rehab Consulting</b>	<b>\$</b>
<b>Speech Consulting</b>	<b>\$</b>

**Proposal Form Continued**

The Bidder agrees to provide the equipment, service and supplies described above and in the contract specifications under the conditions outlined in attached documents for the amount stated above.

Signed By: \_\_\_\_\_ Title: \_\_\_\_\_  
Authorized Representative of Company

Approved by: \_\_\_\_\_  
Margaret McDowell, Administrator, Sunny Hill Nursing Home of Will County

Date Mailed: 8-3-22  
Due: 8-18-22, 2:00 P.M.  
Open: 8-18-22, 2:05 P.M.

RECEIPT OF ADDENDA FORM  
COUNTY OF WILL  
PURCHASING DEPARTMENT  
302 N. CHICAGO ST.  
JOLIET, IL. 60432

CONTRACT FOR  
SHNH #2022-20  
THERAPY SERVICES

The Bidder proposes to provide the products and/or services in accordance with the specifications attached herein.

NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_  
CONTACT \_\_\_\_\_  
PHONE \_\_\_\_\_ FAX \_\_\_\_\_ FEIN # \_\_\_\_\_

**Please check one:**

Minority Vendor  yes  no

**THIS IS NOT AN ORDER**

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<b>Agency Name and Delivery Address:</b>	<b>SUNNY HILL NURSING HOME OF WILL COUNTY 421 DORIS AVENUE, JOLIET, IL 60433</b>
<b>For additional information contact:</b>	<b>KEVIN LYNN, PURCHASING DIRECTOR <a href="mailto:klynn@willcountyillinois.com">klynn@willcountyillinois.com</a></b>

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ADDENDUM RECEIPT:

Receipt of the following Addendum to the Bidding Documents is hereby acknowledged:

No. \_\_\_\_\_, dated \_\_\_\_\_, signed \_\_\_\_\_

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ADDENDUM RECEIPT:

Receipt of the following Addendum to the Bidding Documents is hereby acknowledged:

No. \_\_\_\_\_, dated \_\_\_\_\_, signed \_\_\_\_\_

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ADDENDUM RECEIPT:

Receipt of the following Addendum to the Bidding Documents is hereby acknowledged:

No. \_\_\_\_\_, dated \_\_\_\_\_, signed \_\_\_\_\_

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**LATE BIDS CANNOT BE ACCEPTED!**

**Vendor Return Address:**

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**SEALED BID DOCUMENT**

**BID #:** 2022-20  
**DUE DATE:** 8/18/22  
**DUE:** 2:00 P.M.  
**DESCRIPTION:** Therapy Services SHNH

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**DATED MATERIAL-DELIVER IMMEDIATELY**

**WILL COUNTY PURCHASING DEPARTMENT  
302 N. CHICAGO ST., 2<sup>ND</sup> FLOOR  
JOLIET, IL 60432**

PLEASE CUT OUT AND AFFIX THIS BID LABEL (ABOVE) TO THE OUTERMOST ENVELOPE OF YOUR SEALED BID TO HELP ENSURE PROPER DELIVERY!

**LATE BIDS CANNOT BE ACCEPTED!**