Division of Mental Health
Treatment and Detention Facility

Services for
Healthcare Services for the Illinois Department of Human Services DHS Treatment and Detention Facility
Brief Overview:

The Illinois Department of Human Services (IDHS) is issuing a Request for Application (RFA) from responsible offerors to provide medical services for residents.

The IDHS Treatment and Detention Facility (TDF) are located at 17019 County Farm Rd., Rushville, IL. 62681
Table of Contents

PART I: Instructions for Submitting Application

A. Issuing Organizational Unit
B. Contact Person
C. RFA Availability
D. Due Date, Location and Time of Proposal Opening
E. Vendor Conference
F. Proposal Submission Requirements
G. Questions and Answers
H. Evaluation Committee
I. Estimated Length of Agreement
J. Withdrawal Disclaimer
K. Modifications to Proposals by DHS
L. Clarifications, Negotiations or Discussions Initiated by DHS
M. Late Proposals/Responses
N. Objections
O. Commencement of Service
P. Public Records and Requests for Confidential Treatment
Q. Contract
R. Additional Information
S. Hiring and Employment Policy
T. Minorities, Females, And Persons With Disabilities Participation
U. Veteran Small Business Participation

PART II: IDHS TDF Scope of Services

A. Intent of the RFA
B. Department’s Need for Services
C. Scope of Services
D. Core Services To Be Performed
E. Additional Medical Services
F. Service Requirements
G. Milestones and Deliverables
H. Administrative Requirements
I. Facility Requirements
J. Medical Requirements
K. Mandatory Requirements of Applicants
L. Staffing
PART III: Review of Applications

PART IV: Pricing
PART I

A. **Issuing Organizational Unit**
   Illinois Department of Human Services (IDHS), Division of Mental Health
   The IDHS Treatment and Detention Facility (TDF)
   17019 County Farm Rd., Rushville, IL. 62681

B. **Contact Person:**
   Pamela Enno
   IDHS Procurement Office
   401 North St.  Centrum North 2nd Floor
   Springfield, IL.  62702
   217-524-5115
   Pamela.Enno@illinois.gov

C. **RFA Availability**
   Copies of this RFA may be downloaded from the Illinois Department of Human Services (DHS) website at www.dhs.state.il.us. Please click on the “Healthcare Services for the Illinois Department of Human Services DHS Treatment and Detention Facility” link.

D. **Due Date, Location and Time of Proposal Opening**
   Applications must be received at the Submit Applications to address no later than the Due Date and Time specified below. The proposal container will be time-stamped upon receipt. The Department will not accept applications submitted by electronic mail, on diskette or by facsimile machine.

   **Due Date:** December 16, 2016
   **Time:** 2:00 PM
   **Offer Firm Time:** The Offer must remain firm for 120 days from opening.

   **Submit Application To:**
   Illinois Department of Human Services Procurement Office
   Healthcare Services for the IDHS Treatment and Detention Facility
   Attention: Pamela Enno
   401 N. 4th Street, Centrum North 2nd Floor
   Springfield, IL. 62702
E. **Vendor Conference**

There will be a mandatory vendor conference.

**Date:** November 3, 2016  
**Time:** 10:00 a.m.

Location: The Treatment and Detention Center, 17019 County Farm Rd., Rushville, IL.

Vendors will enter the Treatment and Detention Center (TDF) and sign in with TDF Security. Vendors will then be escorted to the conference room.

There is a limit of 3 people per Vendor. Please call or e-mail your intent to attend and the number in your group by October 28, 2016 at 3:00 p.m. The contact person is Gregg Scott at 217-322-3204 ext. 5004 or Gregg.scott@illinois.gov.

A Vendor will be disqualified and considered Non-Responsive if the Vendor does not attend, is not on time, leaves early or fails to sign the attendance sheet. Vendors must allow adequate time to accommodate security screenings at the site.

F. **Proposal Submission Requirements**

To be considered, proposals must be in the possession of the Illinois Department of Human Services staff at the specified location and by the designated date and time listed above. The deadline will be strictly enforced without exception. In the event of a dispute, the applicant bears the burden of proof that the application was received on time at the location listed above.

G. **Questions and Answers**

All questions, pertaining to this solicitation shall be submitted by email to the Solicitation Contact, Pamela Enno (Pamela.enno@illinois.gov) no later than Oct. 28, 2016. The questions will be answered at the vendor conference. The questions received and Agency responses shall be posted as an Addendum to the original solicitation on the IDHS website at www.dhs.state.il.us. Only the posted answers to questions shall be binding on the State. Vendors are responsible for monitoring the Bulletin.

H. **Evaluation Committee**

Proposals will be reviewed by an Evaluation Committee established by staff from DHS. Committee members will initially read and evaluate applications independently using guidelines furnished by DHS and will subsequently participate in Evaluation Committee meetings during which proposals will be reviewed and scored collectively.

I. **Estimated Length of Agreement**

The Department estimates that the term of the agreement resulting from this RFA will be 3 years with two, one (1) year renewals. The contract will begin upon execution of the contract.

J. **Withdrawal Disclaimer**

The Department of Human Services may withdraw this Request for Application at any time.
time prior to the actual time a fully executed agreement is filed with the State of Illinois Comptroller’s Office.

K. **Modifications to Proposals by DHS**
   If it becomes necessary or appropriate for DHS to change any part of the RFA, a modification to the RFA will be available from the Department’s (DHS) website: [www.dhs.state.il.us](http://www.dhs.state.il.us) and it will be issued to all known recipients of the RFA. In case of such an unforeseen event, DHS will issue detailed instructions for how to proceed.

L. **Clarifications, Negotiations or Discussions Initiated by DHS**
   The Department may contact any applicant prior to the final award for the following purposes.
   As part of the Department’s review process, the Department may request an Applicant clarify its bid or proposal. An Applicant may not be allowed to materially change its bid or proposal in response to a request for clarification.
   Discussions may be held to promote understanding of the Department’s requirements and the Applicant’s proposal and to facilitate arriving at a contract that will be most advantageous to the State considering price and other evaluation factors set forth in the RFA.
   When the Department knows or has reason to conclude that a mistake has been made, the Department shall ask the Applicant to confirm the information. Situations in which confirmation should be requested include obvious or apparent errors on the face of the document, a price unreasonably lower than the price of others submitted, or if the price is considerably higher than what is currently paid for this type of services. If the Applicant alleges a mistake, the bid or proposal may be corrected or withdrawn following the conditions set forth by the State of Illinois.

M. **Late Proposals/Responses**
   Late proposals will not be opened or considered and will be automatically disqualified, but will be retained by the Department. The Department will notify all applicants whose proposals will not be considered because of lateness or non-compliance with proposal submission requirements.
N. **Objections**
Applicants who object to any provision of the RFA, who believe their proposal was improperly rejected, or who believe that the selected proposal(s) is/are not in the best interest of the Department may submit a written protest of the Department’s action. The Department will consider all such written protests submitted according to the time periods specified below. The Department will investigate all allegations and issue a written response.

The decision of the Department is final. Protests must be in writing and will be considered filed when physically received by the Department at the following address:

Thomas Mulcrone  
IDHS General Counsel’s Office  
100 West Randolph Suite 6-400  
Chicago, Illinois 60601  
Thomas.Mulcrone@Illinois.gov

Protests must be filed within fourteen (14) calendar days after the Protestor knows, or should have known, of the facts giving rise to the protest.

Protests regarding RFA specifications must be filed with fourteen (14) calendar days after the date the RFA was issued and, in any event, must be filed before the date for opening the proposals. If a protest is received, any award made is not final until the protest is resolved.

O. **Commencement of Service**
The Department is not obligated to reimburse applicants for expenses incurred prior to the complete and final execution of the written contract.

No services can be reimbursed prior to the full and complete execution of the contract and completed filing with the Illinois Office of the Comptroller.

P. **Public Records And Requests For Confidential Treatment:**
Offers become the property of the State and late submissions will not be returned. All Offers will be open to the public under the Illinois Freedom of Information Act (FOIA) (5 ILCS 140) and other applicable laws and rules, unless Offeror requests in its Offer that the State treat certain information as confidential. A request for confidential treatment will not supersede the State’s legal obligations under FOIA. The State will not honor requests to keep entire Offers confidential. Offerors must show the specific grounds in FOIA or other law or rule that support confidential treatment. Regardless, the State will disclose the successful Offeror’s name, the substance of the Offer, and the price.

If Offeror requests confidential treatment, Offeror must submit additional copy/copies (see Instructions for Submitting Offers in Section A.7.) of the Offer with proposed confidential information redacted. This redacted copy must tell the general nature of the material removed, and shall retain as much of the original Offer as possible. In a separate attachment, Offeror shall supply a listing of the provisions identified by section number for which it seeks confidential treatment and identify the statutory basis or bases under Illinois law, including a detailed justification for exempting the information from public
disclosure. Offeror will hold harmless and indemnify the State for all costs or damages associated with the State defending Offeror’s request for confidential treatment. Offeror agrees that the State may copy the Offer to facilitate evaluation, or to respond to requests for public records. Offeror warrants that such copying will not violate the rights of any third party.

Q. **Contract**
The legal agreement between DHS and the successful Applicants will be in the form and format prescribed by DHS.

R. **Additional Information**
The Department reserves the right to request additional information that could assist the Department with its award decision. Applicants are expected to provide the additional information within a reasonable period of time. Failure to provide the information could result in the rejection of the proposal.

S. **Hiring and Employment Policy**
It is the policy of the Department to encourage cultural diversity in the work environment and to promote employment opportunities through its programs. The Department’s philosophy is that the program workforce should appropriately reflect the populations to be served, with special attention given to hiring individuals indigenous to those communities. Consistent with Department policy, whenever a position becomes available, funded programs are encouraged to consider TANF clients for employment, contingent upon their qualifications in the area of education and work experience.

T. **Minorities, Females, And Persons With Disabilities Participation:**
This RFA contains a goal of **15%** to include businesses owned and controlled by minorities, females, and persons with disabilities in the resulting contract. Please describe how your company will meet the goal and provide a list of vendors, the service they will provide, and the estimates dollar amount of the services.

U. **Veteran Small Business Participation**
This RFA contains a goal of **5%** to include businesses owned and controlled by military veterans. Please describe how your company will meet the goal and provide a list of vendors, the service they will provide, and the estimates dollar amount of the services.
PART II: IDHS’s TDF Healthcare Scope of Services

INTRODUCTION

A. **INTENT OF THE RFA**

The Illinois Department of Human Services (IDHS or Department), is issuing a Request for Application (RFA) from responsible offerors to provide comprehensive healthcare services for residents of the Treatment and Detention Facility, located at 17019 County Farm Road, Rushville, Illinois pursuant to the Sexually Violent Persons Commitment Act (725 ILCS 207/1). The current resident population at the TDF is 568.

The resulting contract with the awarded offeror shall have an initial term of three (3) years. In no event will the total term of the contract, including the initial term, any renewal terms, and any extensions exceed ten (10) years. Subject to the maximum total term limitation, the Department of Human Services has the option to renew for the following terms: two (2) one-year renewals.

B. **DEPARTMENT’S NEED FOR SERVICES (RATIONALE)**

The Treatment and Detention program became operational on January 1, 1998 pursuant to the Sexually Violent Persons Commitment Act (725 ILCS 27/1). Under the Act, the Department of Human Services is the state agency responsible for the control, care, and treatment of individuals detained or civilly committed as sexually violent persons within a secure facility which is currently located at 17019 County Farm Rd., Rushville, Illinois. In the fulfillment of its responsibility under this Act, the Department needs to solicit proposals from qualified vendors for the provision of comprehensive healthcare services for residents of the Treatment and Detention Facility. Comprehensive healthcare services shall include, but may not be limited to diagnostic, direct care, medical, pharmacy, infirmary, hospital referral, dental and medical laboratory, radiology, optical, dental, podiatry, and specialty therapy services. It is estimated that the facility will experience an average of three (3) admissions per month. The secure facility’s Rushville location has full Healthcare Unit on-site. It is the goal of the agency that comprehensive healthcare diagnostic and treatment services be provided according to medically accepted community standards of care and accreditation standards, to ensure individual medical needs are addressed in a professional and timely manner; to maintain acceptable levels of staffing; to provide incentives for reducing costs that will benefit the agency; improve the quality of services; to simplify the payment process; to simplify the procurement process of medical and/or pharmaceutical supplies and inventory controls; and to ensure delivery of adequate healthcare to all individuals covered by this solicitation.
C. **SCOPE OF SERVICES**

1. The Facility’s Medical Director shall serve as the medical authority and shall interface with the Vendor in the execution of their duties. Vendor shall operate the healthcare program in accordance with State Regulations, American Medical Association (AMA), and Commission on Accreditation of Rehabilitation Facilities (CARF) standards.

2. The Facility’s Medical Director shall plan and implement all clinical aspects of the healthcare program. In addition to administrative responsibilities, the Facility’s Medical Director may, if needed, provide emergency health care services.

3. Vendor shall notify the Facility’s Medical Director, Program Director, or designee prior to discharging, removing, or failing to renew the contract of professional staff and subcontracting Vendors including, but not limited to, laboratory, EKG, pharmacy, dental laboratory, hospital, X-Ray, specialty therapy, etc.

4. Vendor shall be responsible for and monitoring of prescription medication usage and prescribing patterns. Where a dispute arises as a result of the failure of the Vendor to prescribe medications appropriately, determination of financial responsibility will be made by the Facility’s Medical Director or designee on a case by case basis. Vendor shall follow standards set forth by the State of Illinois Pharmacy Practice Act.

5. Only Illinois Department of Human Services functions shall be delegated to Vendor’s employees or independent Vendors. Corporate functions and tasks of the Vendor shall not be performed at the Illinois Department of Human Services’ expense or during Illinois Department of Human Services’ working hours.

6. Vendor shall conduct background investigations and fingerprinting at Vendor’s expense through a facility approved by the Department of Human Services that includes a urinalysis on all its personnel who perform on-site services. Vendor shall provide the Treatment and Detention Facility with the results of their background investigations prior to the employee being granted access. These expenses will not be reimbursed.

7. All Vendor personnel who perform on-site services may be required to undergo a urinalysis or blood test if there is a reasonable suspicion to believe that they are under the influence of or using controlled substances, marijuana or alcohol and shall be subject to random drug testing either at the request of the Vendor or the Treatment and Detention Facility. Vendor shall be responsible for all such testing at a facility approved by the Department of Human Services; these expenses should be covered in vendor’s administrative costs.

8. Vendor’s staff shall properly complete employee evaluations for those employees under their direct supervision, in accordance with applicable state rules, as requested by the Facility’s Medical Director or designee. Vendor’s staff shall participate in the Illinois Department of Human Services or Vendor disciplinary hearings of employees as requested by the Facility’s Medical Director, Program Director, or designee.
9. Vendor staff work schedules may be adjusted by mutual agreement between the Facility’s Medical Director, Program Director, or designee and Vendor.

10. Vendor shall require all its employees, involved with healthcare services, to provide a current telephone number, address & emergency contact to be maintained in the Treatment and Detention Facility Control area.

11. All Vendor employees shall be required to comply with sign-in and sign-out procedures established by vendor & accessible to DHS upon immediate request.

12. The Treatment and Detention Facility has the right, upon good cause shown by the Treatment and Detention Facility and/or the Department of Human Services, to refuse the services of a particular employee. In this event, the Vendor agrees to provide another employee to supply the services as described herein. Good cause shall include failure to abide by the terms of this Contract, violation of the security or administrative directive and department rules and practices of the Treatment and Detention Facility and/or violation of the laws of the State of Illinois.

13. The Facility’s will make available the areas and equipment required to render services, unless stated in this contract.

14. The Treatment and Detention Facility will repair any equipment. Vendor shall notify the Medical Director, Program Director or designee of any equipment that is in need of repair. If warranted, the Facility shall make the appropriate repair arrangements. If equipment needs replacing, Vendor must notify the Medical Director, Program Director or designee the reason why the item requires replacement and shall request replacement approval from the Program Director through the Facility’s general procurement process.

15. Vendor shall not remove any healthcare equipment owned by the Department of Human Services.

16. The Treatment and Detention Facility shall have access, with or without notice to the Vendor, to all facility areas used by the Vendor for purposes of inspections and audit.


D. Core Services to Be Performed

1. Infirmary Care And Hospitalization
   a. Vendor shall make every effort to provide healthcare services at the facility before referring the residents to off-site medical facility
   b. If, in the opinion of the Primary Care Physician, a Facility resident cannot be properly treated in the Facility’s healthcare unit, the Primary Care Physician shall primarily refer the client to St. Johns Hospital or Memorial Medical Center in Springfield, Illinois, unless an emergency. If an emergency, referral shall be made to the Culbertson Memorial Hospital in Rushville, Illinois.
c. Routine admission for inpatient and outpatient hospitalization shall be made to a facility approved by the Illinois Department of Human Services. Recommendations for hospitalization, with the exception of emergency situations, shall require review and approval by the facilities Medical Director, Program Director, or designee, whether Illinois Department of Human Services or Vendor. Hospital admissions that arise from emergency situations shall be reviewed by the Facility Medical Director within forty-eight (48) hours of the emergency admission.

d. Vendor’s collegial review department shall have five (5) working days to respond to a consultation request. This response may be verbal with a follow-up in writing, but must be provided to the Facility’s Medical Director or designee within five (5) working days of submission of the consultation request. If the corporate office wishes to reject or deny the consultation request, the collegial review team must communicate with the Facility’s Medical Director and work out a consensus plan for the resident. Any consultation request that has been submitted for which there is no corporate office response within five (5) working days may be scheduled and carried out. This section shall apply to any corporate review whether for inpatient or outpatient procedures.

e. Vendor’s personnel shall conduct meetings as required with representatives from the designated hospital and other vendors to coordinate the referral of Facility residents. Policies and procedures shall be developed regarding referral methods, scheduling, and transportation, reporting of test results, medical records, acute care hospitalization, and patient follow-up, subject to approval by the Illinois Department of Humans Services. Vendor shall inform the Facility Medical Director of such meetings and the Facility’s Medical Director, Program Director, or designee may attend.

f. Vendor shall provide on-site emergency medical treatment for Illinois Department of Human Services employees, visitors, and Vendors injured or who become ill while working or visiting at the Facility consisting of stabilization and referral to personal physician or local hospital Vendor. The Vendor also shall provide any communicable disease testing of Facility residents or Illinois Department of Human Services or Contract employees or independent Vendors as the result of exposure to an infectious disease, including but not limited to, tuberculin skin testing of Facility residents and staff after exposure to a Facility resident with active TB. In addition, Vendor shall provide testing or treatment indicated as the result of an occupational exposure of an employee whether contract or Illinois Department of Human Services, as directed by the Facility’s Medical Director, Program Director, or designee, including but not limited to, HIV and Hepatitis B testing after a needle stick, bite incident, or occupational exposure.

g. Transportation of Facility residents for off-site services shall be conducted in accordance with Facility procedures. Medical furloughs shall be scheduled with Facility security prior to services being performed. Vendor staff will accompany residents as directed by the Facility’s Medical Director, Program Director, or designee.
h. Vendor shall provide independent Vendors and Sub-vendors with a utilization management protocol as a component of the Vendor agreement with the Vendor or hospital. This protocol shall delineate utilization review non-payment criteria. Vendor shall reimburse sub-Vendors, hospitals, etc. within sixty (60) days of the date of billing or face potential penalty assessment. Any disputed charges and/or non-payment, in whole or in part, including provider, service or hospital, shall be explained in writing with a copy to the Illinois Department of Human Services.

2. Mental Health Services
   a. Vendor shall ensure that all psychotropic medication is distributed on a unit dose basis and that the Facility resident is observed taking medication at the time of distribution. All Facility residents receiving psychotropic medication shall have their prescriptions reviewed at least monthly unless determined chronically mentally ill according to the Illinois Department of Human Services, in which case monitoring is extended to sixty (60) days, and shall be monitored by the attending psychiatrist. Vendor’s nursing staff shall assist the attending psychiatrist.

3. Pharmacy Services
   a. Vendor shall fax a legible prescription to the McFarland Mental Health Center Pharmacy containing the name of the individual for whom the medication is intended, the medication, its strength, dosage form, and length of time the prescription is indicated for (i.e., Take one capsule four times a day for 10 days).
   b. Vendor shall provide hypodermic supplies in accordance with state laws and may include needles and syringes and disposal containers that are tamper proof and puncture resistant. Vendor shall be responsible for appropriate disposal and/or destruction of needles and syringes. Vendor shall keep an accurate and up-to-date log of all hypodermic supplies. The Illinois Department of Human Services shall be responsible for the disposal of Biohazardous waste.
   c. The McFarland Mental Health Center Pharmacy will provide delivery of pharmaceuticals and psychotropic medications per facility policy.
   d. Two Med Select medication machines will be located on-site and medications refilled with the deliveries are made. These medication machines will be used to administer stat doses as well as starter doses of medication until the medication is delivered.
   e. Vendor shall ensure new medication orders would be faxed to the Pharmacy for input into the Illinois Department of Human Services’ Computerized Clinical Information System. The hard copy of the original medication order will be sent to the Pharmacy. The Pharmacy will need at least a twenty-four (24) hour notification for any discharge or replacement prescription.
   f. Vendor shall assist Pharmacy in maintaining a computerized medication profile for each resident. To include providing the following information to the Pharmacy: A listing of current medications and any drug allergy/alerts for each resident, Illinois Department of Human Services resident identification numbers. Medication
Administration Records will be generated on a monthly basis, or more frequently as negotiated between the Facility and the Pharmacy.

g. Vendor shall use approved local pharmacy for medications not available through McFarland Mental Health Center Pharmacy. Prior approval from Facility’s Medical Director, Program Director, or designee is required unless it is an emergency.

4. Medical Supplies

a. The vendor shall provide all medical supplies related to the provision of health services to facility residents. Medical supplies shall be defined as medical equipment under $100.00 and all commodity items. All non-emergency purchases over $100.00 must be approved through the Facility’s Program Director, Business Administrator, or designee. Medical supplies shall be billed to the facility at cost by the vendor.

b. Medical equipment shall be provided by the facility. Vendor shall be responsible for inventory of all equipment. Vendor shall notify facility Medical Director, Program Director, or designee of all necessary equipment repairs.

c. Vendor shall be responsible for ordering of non-medical supplies through the Facility and maintaining inventories of all supplies. Facility will not reimburse vendor for non-medical supplies without prior approval from the facilities Medical Director, Program Director or designee.

5. Laboratory

a. Services shall be provided by the vendor as required, unless covered by a Department or Statewide master contract covering routine services.

b. EKG Services shall be provided by the Vendor to include all equipment and supplies.

c. Vendor shall secure, either directly or through subcontract, dental laboratory and medical laboratory services.

6. Emergency Medical Care

a. Emergencies and stat lab work shall be taken to Culbertson Memorial Hospital in Rushville, St John’s Hospital, or Memorial Medical Center in Springfield to be processed.

b. Vendor shall ensure the availability of emergency treatment through predetermined arrangements with hospitals.

c. Vendor shall coordinate with facility staff for all ambulance transportation of facility residents when such services are clinically necessary.

7. Special Medical Programs

a. Vendor shall develop, subject to Illinois Department of Human Services approval, “special medical programs” for Facility residents who require close medical supervision including chronic and convalescent care. The plan of treatment shall include directions for healthcare staff and Illinois Department of Human Services
staff regarding their roles in the care and supervision of these Facility residents. The special medical program shall service a broad range of health problems including but not limited to seizure disorders, diabetes, hypertensions, AIDS, potential suicide, chemical castration and psychosis.

8. **Health Appraisal**
   a. Vendor shall ensure each new Facility resident receive a comprehensive health examination by a physician, if appropriate, within seven (7) days of admissions with the results recorded in the Facility resident’s medical record.

9. **Indemnification And Insurance**
   a. Vendor hereby warrants that it and all physicians, podiatrists, optometrists, and dentists assigned by it to the Facility will be covered under the Vendor’s Professional Liability insurance with limits of $1,000,000 per occurrence and $3,000,000 annual aggregate.

   b. Vendor hereby warrants that it and all its employees will have professional liability insurance with limits of $1,000,000 per occurrence and $3,000,000 annual aggregate.

   c. Limits as negotiated in a) and b) above shall include both “per occurrence” and “annual aggregate”. The “per occurrence” coverage provides coverage at the time of the encounter and ad infinitum. This means that every encounter is insured at the time of its occurrence and into the future. Therefore, there will be no residual risk to the Illinois Department of Human Services. If insurance is “claims made”, then Vendor shall purchase tail coverage.

   d. At all times during the performance of its function hereunder, and for a reasonable time after termination of the Agreement, Vendor shall have access to records relating to its performance hereunder, and shall have the right to inspect any and all such records as it shall deem necessary for the performance of its duties hereunder, and for the investigation or defense of any and all actions or incidents related to said performance.

   e. In the event that any civil proceeding is commenced against the Vendor or any physician or employee contracted through the Vendor to provide services under the agreement, alleging death or bodily injury or other injury to the person of the complainant, resulting from or arising out of any act or omission in connection with services provided under this agreement, said defendants may elect to make a timely written request to seek representation and/or indemnification from the Office of the Attorney General under the provisions of the State Employee Indemnification Act of the State of Illinois. Illinois Department of Human Services cannot control the amendments and/or interpretation of the State Employee Indemnification Act given to it by the Office of the Office of the Attorney General, legislature, and/or the courts. Illinois Department of Human Services does not guarantee such representation and/or indemnification will be provided by the Office of the Attorney General and/or Illinois Department of Human Services. The Vendor may not rely on representations of anyone that the Office of the Attorney...
General and/or Illinois Department of Human Services, will represent and/or indemnify Vendor unless Vendor has received written commitment from the Attorney General.

f. Vendor is responsible for providing all representation and/or indemnification for independent contractors and subcontractors or any personnel or employee contracted through the Vendor to provide services under this agreement. The Vendor may elect to make a timely written request to seek representation and/or indemnification from the Office of the Attorney General under the provisions of the State Employee Indemnification Act of the State of Illinois. Illinois Department of Human Services cannot control the amendments and/or interpretation of the State Employee Act given to it by the Office of the Office of the Attorney General, legislature, and/or the courts. Illinois Department of Humans Services does not guarantee such representation and/or indemnification will be provided by the Office of the Attorney General and/or Illinois Department of Human Services. The Vendor may not rely on representations of anyone of the Office of the Attorney General and/or Illinois Department of Human Services, will represent and/or indemnify Vendor unless Vendor has received written commitment from the Attorney General.

E. **ADDITIONAL MEDICAL SERVICES**

IDHS may include the following services in the contract for the Scope of Services in Section C and Core Services to be Performed in Section D. IDHS reserves the right to award the services to a vendor other than the one providing the services in Section C and D. The Vendor responding to the RFA for the Core Services may submit a price for the Alternate Medical Services in Section 4: Pricing.

1. **Radiological**
   a. Services shall be provided on site by the Vendor as required. All offsite referral shall be reviewed by the Facility’s Medical Director or designee.

2. **Optical Services**
   a. Eye examinations shall be performed in accordance with Community Standards. A qualified Optometrist shall examine Facility residents with specific complaints.
   b. Eyeglasses shall be provided by the Illinois Department of Human Services, through Illinois Correctional Industries, as per policy.
   c. Vendor shall secure the necessary ancillary site-specific license required by law for the optometrist to provide on-site services.
   d. Vendor shall provide at least one (.25 FTE) licensed optometrist on-site a minimum of ten (10) hours per week to provide:
      1. Initial examination and prescription, if necessary, to all new admissions within thirty (30) days of admission
      2. Eye examination and prescription (if necessary) to each resident at least once
every two (2) years

3. **Dialysis Services**
   a. Services shall be subcontracted by the Vendor. Subcontractor shall provide staff, equipment, and any drug associated with the dialysis service including but not limited to – Epogen/Procrit Injection, Ferrlecit Injection, and Zemplar Injection. Facility shall provide adequate space and security staff.

4. **Dental Services**
   a. Vendor shall ensure that the dentist, primary care doctor, or CNP, shall be available for treatment of dental emergencies which shall be responded to within 24 hours of occurrence.
   b. Dental laboratory services shall be provided, by the Vendor to the Facility, under a subcontract agreement.
   c. Vendor shall provide dental checkups to Facility residents within two (2) years from the date of the last treatment or exam given, and more often if clinically indicated. Routine care shall be provided within a reasonable amount of time of the Facility resident’s request for treatment.
   d. Vendor shall provide one (.5 FTE) licensed dentist and dental assistant (.5 FTE) on-site a minimum of twenty (20) hours each week across a minimum of three (3) days per week.

5. **Podiatry**
   a. Vendor shall provide at least one (1) licensed podiatrist on-site a minimum of ten (10) hours per week to provide examinations to residents as needed.

6. **Mental Health Services (Psychiatrist)**
   a. Vendor shall ensure that all psychotropic medication is distributed on a unit dose basis and that the Facility resident is observed taking medication at the time of distribution. All Facility residents receiving psychotropic medication shall have their prescriptions reviewed at least monthly unless determined chronically mentally ill according to the Illinois Department of Human Services, in which case monitoring is extended to sixty (60) days, and shall be monitored by the attending psychiatrist. Vendor’s nursing staff shall assist the attending psychiatrist.
   b. Vendor shall provide one (.6 FTE) Psychiatrist that shall possess a M.D. degree with psychiatry residency, Board Certification, American Board of Psychiatry and Neurology; a current license to practice medicine and surgery in the State of Illinois; have knowledge and skills to access, diagnose and treat medical and psychiatric disorders; and have knowledge and experience with the special needs and behavior of individuals in forensic and correctional settings, including sex offenders. Psychiatrist shall meet with residents’ onsite and conditionally released residents throughout the State of Illinois. Travel expenses will not be reimbursed by the Facility.
7. **Physical Therapy**
   a. Services shall be provided on site by the Vendor as required. All offsite referral shall be reviewed by the Facility’s Medical Director or designee.

F. **SERVICE REQUIREMENTS**
   The Organization receiving a contract for these services shall follow the requirements listed below during the contract period.

1. Vendor shall provide healthcare services in the event of a work stoppage or slow down by the Vendor’s staff, Illinois Department of Human Services’ employees, or Treatment and Detention Facility residents.

2. Vendor shall provide a strike contingency plan to be submitted with the bid proposal. Vendor shall at all times comply with and observe all Federal, State, and Local laws and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct. To the extent that services are provided by the Vendor, Vendor agrees to comply with any existing or future court orders.

3. Vendor shall ensure medical services are provided according to medically accepted Community Standards of Care.

G. **MILESTONES AND DELIVERABLES**
   Vendor shall prepare and submit to designee of Department of Human Services, written monthly reports summarizing the activities and significant events relating to the health care unit.

1. Vendor shall provide facility with staff timesheets with monthly billings.

2. Vendor shall track and make available, at least monthly or upon request, all costs related to inpatient hospitalization, outpatient referrals, and primary health care as required with this contract. Vendor shall document all health care encounters in residents’ healthcare records and shall ensure that medical records are complete and filed promptly and contain accurate legible entries.

3. Vendor shall track and make available to the Department, at least monthly or upon request, all costs related to inpatient hospitalization by:
   a. Hospital
   b. Resident
   c. Diagnosis
   d. Admitting physician
   e. Admission date
   f. Discharge date

4. Vendor shall track and make available to the Department, at least monthly or upon request, all cost related to outpatient referrals by:
a. Resident  
b. Facility  
c. Diagnosis  
d. Treatment received  
e. Treatment date  
f. Referring physician  
g. Referral physician  

5. Vendor shall track and make available to the Department, at least monthly or upon request, all services related to primary health care service by: -  
   a. Resident  
   b. Laboratory services  
   c. Radiology services  
   d. Other ancillary services (i.e., eye clinics, oxygen therapy, tank rental, etc.)  
   e. Specialty therapy services  
   f. Dental care  
   g. Infirmary care  
   h. Medical supplies

6. Vendor shall inspect and stock Facility first aid kits on a monthly basis. First aid kits must be stocked with supplies as required by the Facility Medical Director or designee.

H. **ADMINISTRATION REQUIREMENTS**

1. Vendor shall ensure that all healthcare staff document all healthcare encounters in the facility’s residents’ healthcare records.

2. Vendor shall ensure that medical records are complete and filed promptly and contain accurate legible entries.

3. The information acquired in a health professional/resident relationship shall be considered confidential and the Vendor shall comply with Rules, Directives, and Policies of the Illinois Department of Human Services governing such confidentiality and HIPAA.

4. Vendor shall obtain signed consent forms from facility residents when necessary. The consents shall be placed in the facility residents’ medical records.

5. Vendor shall not be allowed to have any potential writing published without expressed written approval from the Illinois Department of Human Services before publishing writing on subjects associated with the work under this contract.

6. Any grievances filed by Facility staff or residents may be referred to the Facility Director or designee who shall review the claim and gather information concerning the complaint, and take appropriate action consistent with the Facility’s grievance
Vendor complaints that are valid within the terms of this contract shall be forwarded in writing to the Assistant Director of Nursing. The Vendor shall have three (3) business days in which to present a written response detailing the solution to the problem to the Treatment and Detention Facility Director. The Vendor shall provide satisfactory written responses to the Grievance Examiner with any information pertaining to grievances or ATR’s (attempt to resolve).

7. The rate of compensation shall be based on the per position cost associated for each approved position filled with the month of billing, plus the Department of Human Services approved rate of overhead applied against the cost of filled positions during the billing month.

8. Vendors shall maintain and make available to the Department any and all documentation deemed necessary which supports and describes all charges associated with the delivery of services described herein.

9. Vendor shall be responsible for ensuring that all new healthcare personnel are provided with orientation regarding on-site medial practices at the facility.

10. Vendor shall assist on-site personnel in developing, coordinating, and evaluating health education at no additional cost to the facility. Programs shall minimally include staff training on the following topics:
   a. CPR (one employee must be certified as an instructor)
   b. First Aid
   c. Response to medical emergency or disaster
   d. Recognizing signs and symptoms of mental disorders or chemical dependency
   e. AIDS

11. Additional topics as requested and agreed upon by the Facility’s Medical Director, Program Director, or designee

12. Vendor shall ensure that staffing and staff schedules are sufficient in number and hours which ensure adequate and timely services to facility residents.

I. FACILITY REQUIREMENTS

1. Vendor and its employees shall be subject to and comply with all Treatment and Detention Facility security rules and regulations, directives and bulletins of the Treatment and Detention Facility. Vendor shall ensure that the safety/security is not sacrificed merely for convenience.

2. Vendor’s staff and vehicles, if located on facility grounds, shall be subject to search per directive.

3. Vendor’s staff shall not consort with residents nor otherwise engage in activities with residents that could endanger anyone’s life, liberty, property, or disrupt the Facility programs.
4. Vendor’s staff shall utilize designated exits and entries into the Facility, shall be required to sign-in and sign-out on forms approved by the Facility and shall be required to wear such identification as the Facility deems necessary while on the premises.

5. Violation of regulations may result in the employee being denied access to the Treatment and Detention Facility. In this event, Vendor shall provide alternative personnel to supply services described herein 24 hours, subject to Treatment and Detention Facility approval at the established baseline pay rates.

6. Treatment and Detention Facility shall provide security for Vendor’s employees and agents consistent with the security provided for Facility employees.

J. **MEDICAL REQUIREMENTS**

1. The Facility’s Medical Director or designee shall monitor the performance of all health care personnel rendering direct patient care.

K. **MANDATORY REQUIREMENTS OF APPLICANTS**

1. Vendor shall have staff and staff schedules sufficient in number and hours that ensure adequate and timely services to facility residents as required.

2. Vendor shall develop, for Facility approval, policies and procedures regarding referral methods, scheduling, transportation, reporting test results, medical records, acute care hospitalization and patient follow-up.

3. Vendor shall provide independent- or sub-vendors with a utilization collegial review management protocol.

4. Vendor shall assist in the development of individualized treatment plans for each resident requiring on-going care.

5. Vendor shall provide comprehensive health examinations for new admissions within seven (7) days of admission.

6. Vendor shall provide documentation of proof of sufficient insurance coverage as required within the contract.

7. Vendor shall provide staff that is appropriately licensed in accordance with all state and federal regulations. A copy of all applicable license shall be on file and available upon request from the Facility.

8. All personnel provided shall meet minimum requirements established by the Illinois Department of Central Management Services for comparable positions unless specifically exempted by the Illinois Department of Human Services in writing.

9. Vendor shall have the organizational capacity for effective and efficient management; corporate capacity to carry out the contract; and clear lines of over-all responsibility for daily operation. Vendor shall have sufficient organizational and corporate capacity to conduct necessary recruitment, subcontracting, and utilization activities and have a business office and management information system capable of providing billing,
timekeeping, expenditure, and tracking activities necessary to adequately manage the services within the contract as required within this contract.

10. Vendor shall include in their proposal a staffing plan which identifies proposed positions by title and number of positions required to provide the services as described in this Section. Vendor shall also include written job descriptions for each position title proposed that clearly reflect duties and specific licensure requirements, and recommended skills and experience.

11. Vendors shall submit detailed budgets for all costs (personnel, management, etc.) associated with this solicitation on an annual basis. Staffing plans shall identify the staff position/title, number of full time equivalents needed to adequately provide services to all residents for the time period July 1, 2016 through June 30, 2019. Vendors shall provide per position monthly and annual staff cost broken down by salary, fringe benefits, and Facility cost. Other costs shall be itemized with sufficient detail that provides a clear picture of costs included.

L. STAFFING

1. Vendor and the Facility shall agree on staffing pattern changes throughout the term of the contract. Should the Vendor’s personnel normally assigned to provide such services according to the approved schedule not be available, Vendor shall provide appropriate replacement personnel to cover those services as scheduled. Replacement personnel shall comply with the requirements outlined in this contract.

2. Vendor shall provide one (1) licensed primary care physician and one (1) clinical nurse practitioner. Each will be available forty (40) hours per week across a minimum of four (4) days per week, with opposite days off to provide:
   a. Resident sick call,
   b. Physical on all new admissions within seven (7) days of admission,
   c. Annual physical on each resident 40 and over
   d. Physical every two years on residents under 40
   e. Care coordination with outside vendors
   f. Initial and renewal of all resident prescriptions including associated documentation
   g. Consultation with facility staff
   h. Other applicable services in the contract

3. Vendor shall provide an adequate number of Nurses to provide the following:
   a. Assistant Director of Nursing (Must be a Registered Nurse)
   b. Chronic Clinical Nurse (Must be a Registered Nurse)
   c. Minimum Daily Staffing
1) CNA (1) currently working 10am - 6pm

2) 1st Shift Required Staffing
   - Registered Nurse (in addition to staff above)
   - LPNs (8)

3) 2nd Shift Required Staffing
   - Registered Nurse (1)
   - LPNs (7)

4) 3rd Shift Required Staffing
   - Registered Nurse (1)
   - LPN (3)

4. Vendor must provide a minimum of one (1) Registered Nurse, on-site, 24-hours per day, seven (7) days per week.

5. Nursing staff shall be responsible for the following duties:
   a. Dispensing of medications on all living units, four (4) times per day, seven (7) days per week
   b. Documentation of each health care unit contact including all medication distribution
   c. Triage and scheduling of all resident health care requests
   d. Immediate response to emergency calls on the units
   e. Complete history and physical on each admission

6. A Nurse present during all exams with residents and primary care physician

7. Multi-disciplinary staffing –
   a. Attendance at Executive Staff Meetings as requested
   b. Ordering and inventory of all supplies for the health care unit
   c. Provide resident education individually and in group settings as needed
   d. Perform perpetual inventory each shift on all items considered a security risk
   a. Coordination of all health care unit staff schedules and requests for time off
   e. Submit monthly reports on all activities of the health care unit
   f. Provide mental health Evaluations in the absence of clinical staff and/or psychiatrist
   g. All other applicable services in the contract

8. Vendor shall provide three (3 FTE) Staff Assistants
PART III: Review of Applications

How IDHS Will Review Applications

IDHS has listed the requirements needed to provide healthcare at the Treatment and Detention Facility (TDF). Limit your response to 50 pages each. Please describe how your company would provide these services for IDHS. Include your experience, how many other companies you are providing these services, and any other information you want to include in your Application. Vendors are encouraged to offer multiple options and innovative procedures for providing these services.

The prices included in your Application are a basis for IDHS to evaluate costs. Your Company may include additional prices and pricing structures based on services included in your Application. Final costs will be determined during contract negotiations with IDHS if your company is selected for negotiations. IDHS reserves the right to enter into contract negotiations with multiple Companies.

IDHS will review the Applications received from this solicitation. IDHS will then invite select Company(s) to do a presentation of their services. After the presentation, IDHS personnel will discuss your services and how your company will do the work at the TDF. IDHS may follow-up over a period of time to clarify and ascertain the services the Company is willing to perform.

IDHS may enter contract negotiations with multiple Companies to determine the best cost/services combination for each Agency.
**PART IV: Pricing**

**FORMAT OF PRICING:**

Vendor shall submit pricing in the format shown below. Vendor’s price Offer shall serve as the basis for the compensation terms of the resulting contract. Failure to submit pricing as shown in this section may render Offeror’s entire Offer Non-Responsive and ineligible for award.

The Applicant may submit a price for some or all the Alternate Medical Services listed in Section D. Submitting a price for the Alternate Medical Services is not required. IDHS reserves the right not to include the Alternate Medical Services in the contract for the Core Services.

Pricing shall be submitted in the following format.

### CORE SERVICES

<table>
<thead>
<tr>
<th>FTE (based on 40 hrs per week)</th>
<th>Cost Category</th>
<th>ANNUAL SALARY per position</th>
<th>ANNUAL BENEFITS per position</th>
<th>ANNUAL COMBINED SALARY per position</th>
<th>TOTAL MONTHLY COSTS (FTE x monthly position cost)</th>
<th>TOTAL ANNUAL COST (FTE x annual position cost)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.00</td>
<td>Assistant H.S.A/DON</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>1.00</td>
<td>Physician</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>1.00</td>
<td>NP/PA</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>1.00</td>
<td>Chronic Clinical Nurse</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>1.40</td>
<td>RN Day</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>14.00</td>
<td>LPN Day</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>3.00</td>
<td>Staff Asst/ Med Records</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>0.18</td>
<td>Phlebotomist</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>1.40</td>
<td>RN Eve</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>12.60</td>
<td>LPN Eve</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>1.40</td>
<td>RN Night</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>3.80</td>
<td>LPN Night</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>1.40</td>
<td>Certified Nursing Asst.</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td></td>
<td><strong>TOTAL LABOR</strong></td>
<td><strong>$0</strong></td>
<td><strong>$0</strong></td>
<td><strong>$0</strong></td>
<td><strong>$0</strong></td>
<td><strong>$0</strong></td>
</tr>
</tbody>
</table>
### Alternate Medical Services

<table>
<thead>
<tr>
<th>FTE (based on 40 hrs per week)</th>
<th>Cost Category</th>
<th>ANNUAL SALARY per position</th>
<th>ANNUAL BENEFITS per position</th>
<th>ANNUAL COMBINED SALARY per position</th>
<th>TOTAL MONTHLY COSTS (FTE X monthly position cost)</th>
<th>TOTAL ANNUAL COST (FTE X annual position cost)</th>
</tr>
</thead>
<tbody>
<tr>
<td>0.48</td>
<td>Dentist</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>0.48</td>
<td>Dental Assistant</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>0.60</td>
<td>Psychiatrist</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>0.24</td>
<td>Optometrist</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>Dialysis</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>Radiology</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>0.24</td>
<td>Podiatrist</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td><strong>TOTAL LABOR</strong></td>
<td></td>
<td><strong>$0</strong></td>
<td><strong>$0</strong></td>
<td></td>
<td><strong>$0</strong></td>
<td><strong>$0</strong></td>
</tr>
</tbody>
</table>

Based on cost breakdown, the Facility will only be responsible for paying the positions that are filled along with associated off-site, administrative and management fees that are a percentage of paid salaries. The Facility will not pay for vacant positions. Vendor shall provide a monthly invoice detailing all positions showing actual filled days per position and time sheets for vendor’s employees.

Vendor shall provide cost break down of annual benefits per position.

### DIRECT COSTS

<table>
<thead>
<tr>
<th></th>
<th>MONTHLY COSTS</th>
<th>ANNUAL COSTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Labor</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Sub-Contract Services</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Inpatient/ outpatient hospital charges</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Medical Supplies</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td><strong>TOTAL DIRECT COSTS</strong></td>
<td><strong>$0</strong></td>
<td><strong>$0</strong></td>
</tr>
</tbody>
</table>

### INDIRECT COSTS

<table>
<thead>
<tr>
<th></th>
<th>PERCENTAGE (of actual labor cost only)</th>
<th>MONTHLY COSTS</th>
<th>ANNUAL COSTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administrative Services</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td><strong>TOTAL INDIRECT COSTS</strong></td>
<td><strong>$0</strong></td>
<td><strong>$0</strong></td>
<td><strong>$0</strong></td>
</tr>
</tbody>
</table>

### TOTAL ESTIMATED COSTS

<table>
<thead>
<tr>
<th></th>
<th>Estimated</th>
<th>MONTHLY COSTS</th>
<th>ANNUAL COSTS</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>TOTAL ESTIMATED COSTS</strong></td>
<td><strong>Estimated</strong></td>
<td><strong>$0</strong></td>
<td><strong>$0</strong></td>
</tr>
</tbody>
</table>
Vendor shall be reimbursed, at cost, for all direct costs (except labor) which are expenses incurred for hospitalization/medical expenses, medical equipment/supplies, pharmacy expenses, office equipment and supplies and other approved related detailed expenses. Vendor shall provide detailed invoices for all reimbursable charges.

Inpatient and outpatient hospitalization services performed by the Memorial Medical Center and St. John’s Hospital shall be the direct responsibility of the facility, via separate contract.