



PORTAGE COUNTY HEALTH CARE CENTER THERAPY SERVICES REQUEST FOR PROPOSAL

INTRODUCTION AND PURPOSE

The Portage County Health Care Center (with 90 occupied nursing home beds and an average Part A census of 14) seeks a Request for Proposal, hereinafter referred to as RFP, for the provision of therapy services (physical, occupational, and speech) at the location of 825 Whiting Ave., Stevens Point, WI. 54481.

QUALIFICATIONS

To be eligible for an award, _____ must be qualified and able to provide the following as required or the Proposal response will not be considered.

_____ must be in the business of providing Rehabilitation Therapy Services in a Medicare Certified Nursing Facility and must have done so for the past five (5) years.

References

_____ must include in its bid response the completed _____ Reference Form which is attached, listing at least three (3) Clients with whom the _____ has done business similar to that required by this solicitation within the last three (3) years. For each client/customer/buyer/organization listed, the _____ must include the company name, address, contact person and telephone number along with a brief description of the product/service, which was the basis for the business relationship.

_____ will designate one (1) primary professional within the firm who will be assigned to the Portage County Health Care Center. This individual shall have been admitted and/or licensed in his/her profession and be in good standing.

AGREEMENT TERM

A two year Agreement effective 8/1/2010 is anticipated.

CONTACT

Dale Hagen, Portage County Health Care Administrator (715) 346-1375.

INSURANCE REQUIREMENTS

_____ shall carry professional liability and commercial general liability insurance with minimum limits of \$1,000,000 per occurrence and \$3,000,000 per year. _____ shall carry automobile liability insurance covering all owned and/or hired autos with minimum limits of _____

\$1,000,000 per accident. The commercial general liability insurance policy shall name Portage County as additional insured. shall submit the verified certificate of insurance to the County prior to award of agreement.

The will also carry insurance in compliance
the State of Wisconsin.

PERMITS AND LICENSES

 must obtain all required permits and licenses prior to award of this RFP. The
will be required to demonstrate valid possession of appropriate required licenses and keep them
in effect for the term of the awarded agreement.

PROPOSAL PROCESS, PROCEDURES AND INSTRUCTIONS

Proposal Due

Proposals are due by 2:00 pm on Thursday, June 10, 2010.

Proposal Opening

Proposals will be opened in the Lobby of the Portage County Annex, 1462 Strong's Avenue,
Stevens Point, WI 54481 at 2:00 pm on Thursday, June 10, 2010.

Submitting a Proposal

 must submit an original, marked as such, and one copy of all materials required for
acceptance of their Proposal by the deadline shown in the RFP. These materials must be
delivered to:

Portage County Purchasing
1462 Strong's Ave
Stevens Point WI 54481
(715) 346-1333

Proposal Identification

All Proposals must be packaged, sealed, and show the following information on the outside of
the package:

- Name and Address
- Request for Proposal Title
- Bid Due Date

Late Proposal

Proposals must be received in the above office indicated in the RFP prior to the stated opening
time. Late Proposals will not be accepted.

Faxed Proposal

Faxed Proposals will not be accepted.

E-Mailed Proposal

E-mailed Proposals will not be accepted.

INCURRING COSTS

Portage County is not liable for any cost incurred by _____ in the process of responding to this RFP.

FORMAT OF PROPOSALS SUBMITTED

Forms to be Included in RFP Submittal:

- Signature Affidavit Form: _____ must include Signed RFP Sheet: Include the signed RFP Signature Affidavit with the Proposal and certifications required for submittal of Proposal. Proposals submitted in response to this RFP must be signed by the person in the _____ organization who is responsible for the decision as to the prices being offered in the Proposal or by a person who has been authorized in writing to act as agent for the person responsible for the decision on prices and services.
- Price Proposal: Provide cost information on the RFP Price Proposal included in the RFP. All cost for furnishing the product(s) and/or service(s) included in the Proposal in accordance with the terms and conditions in the RFP must be included.
- Insurance Certificate: _____ shall submit the verified certificate of insurance to the County prior to award of agreement.
- Provider Reference Form: _____ must submit completed Provider Reference Form when submitting RFP.
- Additional Information: Include all additional information that will be essential to understanding this RFP. This might include diagrams, excerpts from manuals, or other explanatory documentation that would clarify and/or substantiate the proposal document.

PROPOSAL REVIEW, ACCEPTANCE AND AWARD

Portage County reserves the right to reject any and all Proposals, waive irregularities in Proposal, and award the Proposal they deem most advantageous to the County.

CANCELLATION AND TERMINATION

The Health Care Center may, by written notice of default to the _____, terminate the whole or any part of awarded Agreement if any one of the following circumstances shall occur:

- If the _____ fails to perform the services as requested or specified within the time required therefore; or
- If the _____ fails to perform any of the other provisions of the awarded Agreement and fails to commence and diligently and continuously pursue a cure within a period of five (5) days after receipt of notice from County providing notice of such defect or deficiency.

Portage County, in its sole discretion, and with or without cause, may terminate Agreement with awarded _____ at any time by giving written notice of such termination and specifying the effective date thereof, at least ninety (90) days before the effective date of such termination.

Upon receipt of written notice of termination of the Agreement, the parties hereto shall mutually review, within twenty (20) days, all outstanding commitments and other matters relative to the services contemplated by the Agreement.

AWARD DISPUTES

A dispute must be in writing and the reason clearly stated. The Purchasing Manager, Corporation Counsel and Health Care Center Administrator shall review the dispute and notify the protestor of a decision in writing within five (5) days. No Agreement shall be awarded while a dispute is pending. A dispute that is untimely or fails to clearly state the reason for the protest is invalid. The decision of the Purchasing Manager, Corporation Counsel and Health Care Center Administrator disqualifying the protest for these reasons is final and cannot be appealed.

Therapy Provider General Service Responsibilities

Medicare Staffings:

therapists will attend, as requested by facility, the staffings pertaining to:

- Initial Care Planning
- Progress Report Staffing
- Discharge Planning

*Additional staffing may be added with resident change of condition, family concerns, and/or individual needs of the resident as warranted.

Medicare Meetings:

A representative from the therapy department will attend facility scheduled Medicare meetings.

Pre-Admissions:

 assist with the pre-admission review of residents being considered for admission when requested. Pre-admission review can include a chart review, telephone conference, or a site visit. therapists will identify those potential residents not meeting Medicare rehabilitation criteria to the best of their abilities based upon the available information.

Admissions:

 will provide therapy coverage so that admissions may be accepted 24 hours per day, 7 days per week. therapist shall provide an initial evaluation for all potential rehabilitation residents as appropriate and with th
consent for evaluation and treatment from resident/responsible party and obtain initial therapy physician. Treatment shall commence after

Screening:

 will screen all facility residents quarterly and/or as requested by facility staff.
will screen residents PRN at the request of nursing supervisors. therapists will be available to review the current plan of care for residents receiving active treatment.

MD Orders:

 therapists are responsible for obtaining clarification orders prior to initiating treatment.

Therapy Documentation:

All therapy staff documentation is to be completed in Portage County Health Care Center's ECS computer system to increase interdisciplinary communication, efficient and readily available information for interdisciplinary team, and provide nursing staff with

accurate therapy information pertaining to patient's required level of care. This documentation includes:

- Initial Therapy Evaluations
- Screens: Initial, Quarterly, Change of Condition, Nursing Requested
- Daily treatment documentation
- Weekly summary of progress
- Daily billing time and CPT codes
- MDS information
- Patient care plans including patient's current functional status and therapy discipline goals
- Initial clarification and discharge therapy orders
- Discharge summary

Billing:

All therapy staff is to input into Portage County Health Care Center's ECS system daily billing of all therapy services performed according to CPT code and minutes of service delivered. is to perform established crosscheck of all billing to ensure accuracy.

Medicare A Requirements:

- shall obtain all necessary authorizations from Community Care of Central Wisconsin hereinafter called CCCW for all patients enrolled in CCCW and are receiving any therapy services.
- therapy staff is responsible for issuing Medicare A reduction of services form to any Medicare A patient upon discharging of any therapy service.
- therapy staff is responsible for authorization phone calls to insurance companies, as frequent as weekly, in order to get necessary authorizations to continue and get reimbursed for therapy service.

Medicare B Requirements:

- shall obtain all necessary authorizations from CCCW for all patients enrolled in CCCW and are receiving any therapy services.
- therapy staff is responsible for authorization phone calls to insurance companies, as frequent as weekly, in order to get necessary authorizations for initial and ongoing intervention required for reimbursement of therapy service.
- is responsible for obtaining therapy consents from residents or designated responsible representative of patient from any patient that is not a new admission, has had a decline in function requiring skilled intervention, or is a referral to therapy for evaluation.
- is responsible for issuing Medicare B discharge notice to patient of legal representative of patient when patient is discharging from therapy services.
- is responsible for tracking of Medicare B capped therapy reimbursement and providing treatment in accordance to capped amount and establishing alternative payment options for continuation of therapy services if therapy services continue once Medicare B capped amount is exhausted.

Supplies and Equipment:

Splint supplies, wound care supplies, and other resident specific supplies will be ordered by the facility. staff to get approval by appropriate facility staff, prior to the ordering of such supplies. Therapy equipment is provided by the Health Care Center.

MDS Assessment:

staff shall provide and/or input information and complete sections of the MDS as designated by the facility.

In-services:

staff will provide in-services and orientation for facility staff as requested.
staff will assist in training of nursing staff and other facility employees as requested by facility.
staff will also attend required/mandated trainings and/or in-services as requested by facility.

Committees/Special Projects/Facility Meetings:

staff will participate in facility committees, meetings, and/or participate in facility projects as requested by facility.

Other:

therapists shall serve as consultants in establishing appropriate charting and documentation guidelines for Medicare rehabilitation residents. Facility staff may consult with therapy staff in establishing/training/implementation of functional restorative plans.

represents self as being capable, experienced and qualified to undertake and perform these certain services, as set forth in the Therapy Provider General Service Requirements above, as are required in accomplishing fulfillment of the obligations listed above.

PORTAGE COUNTY HEALTH CARE CENTER THERAPY SERVICES RFP
SIGNATURE AFFIDAVIT

NAME OF FIRM:	
STREET ADDRESS:	
CITY, STATE, ZIP	
CONTACT PERSON:	
PHONE #:	
FAX #:	
EMAIL:	

In signing this Proposal, we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a Proposal; that this Proposal has been independently arrived at without collusion with any other competitor or potential competitor; that this Proposal has not been knowingly disclosed prior to the opening of Proposals to any other or competitor; that the above statement is accurate under penalty of perjury.

The undersigned, submitting this Proposal, hereby agrees with all the terms, conditions, and specifications required by Portage County in this RFP, and declares that the attached Proposal and pricing are in conformity therewith.

Signature (Authorized)

Title

Name (type or print)

Date

This firm hereby acknowledges receipt / review of the following addendum(s) (If any)

Addendum # Addendum # Addendum # Addendum #

PORTAGE COUNTY HEALTH CARE CENTER THERAPY SERVICES RFP

PRICE PROPOSAL

NAME OF FIRM:

For the price(s) listed below, our firm hereby offers to provide the following item(s) in accordance with the specifications of this Proposal.

1. Medicare Part A:

Portage County Health Care Center shall compensate _____ for Therapy Services rendered to
_____ who are eligible for Medicare Part A based on
\$ _____ a minute for all evaluations and the lesser of treatment or capped minutes.

2. Medicare Part B:

Portage County Health Care Center shall compensate _____ for Therapy Services rendered to
_____. Fee Screen of the Medicare Intermediary for
Portage County Health Care Center.

3. Private Insurance, Medical Assistance, and Payer Sources for Outpatient Therapy Services:

_____ shall be responsible for the billing of all inpatients who have medical assistance and all
outpatients regardless of payer source. _____

4. Denial of Payment:

_____ shall describe the financial responsibility you would assume due to a Medicare denial.

PORTAGE COUNTY HEALTH CARE CENTER THERAPY SERVICES RFP PROVIDER REFERENCE
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FOR : _____

Provide company name, address, contact person, telephone number, and appropriate information on the services used for three (3) clients with requirements similar to those included in this solicitation document. If _____ is proposing any arrangement involving a third party, the named references should also be involved in a similar arrangement.

Company Name	
Address	
Contact Person	Phone Number
Services Used	
Company Name	
Address	
Contact Person	Phone Number
Services Used	
Company Name	
Address	
Contact Person	Phone Number
Services Used	
Company Name	
Address	
Contact Person	Phone Number
Services Used	

STANDARD TERMS AND CONDITIONS PORTAGE COUNTY

HOW TO AMEND A REQUEST FOR PROPOSAL/BID/QUOTATION BEFORE DUE DATE AND TIME: After a Request for Bid/Proposal/Quote (hereinafter referred to as bid/bidder) has been filed with the Portage County Purchasing Department (hereinafter referred to as County), the responder desires to amend the bid, **MAY DO SO BEFORE THE DUE DATE AND TIME** set for the receipt of bids in the Request for Bid by filing an amendment fully identified with the original bid submitted by commodity or service. All the conditions and provisions of the original bid will be in effect. **NO REQUESTS FOR PROPOSAL OR AMENDMENTS WILL BE ACCEPTED AFTER THE DUE DATE AND TIME FOR RECEIPT OF BIDS AS SPECIFIED IN THE REQUEST FOR BID.** This does not preclude the County from requesting additional information and/or clarification.

CONTRACT AND EXECUTION OF CONTRACT: Unless otherwise specified in the Bid, the successful responder agrees to enter into the contract on the form prepared by the County, a copy of which will be on file in the office of the Portage County Purchasing Department.

DELAYS IN DELIVERY: Delays in delivery caused by any bona fide strikes, government priority of requisition, riots, fires, sabotage, acts of God, or any other delays deemed by the County to be clearly and unequivocally beyond the contractor's control will be recognized by the County. The contractor may be relieved of the responsibility of meeting the delivery time as stipulated in the contract upon contractor's requesting an extension of delivery, signed by the contractor and giving in detail all the essential circumstances which, upon verification by the County, justify such action under the provisions of this section by the County.

FAIR EMPLOYMENT PRACTICES: All Bids shall be subject to the provisions of Wisconsin State Statutes relating to prohibition of discrimination in employment. This provision shall be applicable and incorporated as part of any contract or bid award.

NON-DISCRIMINATION: In performing in accordance with the terms of the Bid, the contractor agrees not to discriminate against any qualified employee or qualified applicant for employment because of sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status, sexual orientation, gender identity or expression, past or present membership in the military service, familial status, or based upon affiliation with, or perceived affiliation with any of these protected categories as defined in Wisconsin State Statutes. Contractor is required to include a similar provision in all subcontracts. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor further agrees to take affirmative action to insure equal employment opportunities for persons with disabilities. The contractor agrees to post in conspicuous places available for employees and applicants for employment notices to be provided by the contracting officer setting for the provisions of the nondiscrimination clause. Wisconsin Statutes 16.765 (1), (2).

LICENSES AND PERMITS: Bidders shall have any and all licenses and permits required to perform the work specified and furnish proof of such licensing authorization and permits with their bids if required.

ADDITIONAL CONTRACT TERMS: As a condition of the Bid the bidder also agrees to accept the following conditions and terms which will be a part of the contract:

- Contractor shall not assign this contract or any interest therein, nor sublet the same, or any part thereof, without the consent in writing of the County being first obtained, and that if the party of the

first part shall so assign or sublet, with such consent, then the County shall have the right, in its discretion, to rescind the contract and to declare the same null and void.

- Contractor shall and will well and truly execute and perform this contract under the terms applicable to the satisfaction of the County, and shall promptly make payment to each and every person or party entitled thereto of all the claims for work or labor performed and materials furnished in the performance of this contract.
- Contractor will save, indemnify and keep harmless the County of Portage against all loss, liability, judgments, costs and expenses which may in anyway come against said County by virtue of the infringement of any patents or patents in any manner in connection with the work or materials furnished under this contract.
- Contractor assumes full liability for all of its acts or omissions in the performance of this contract. Contractor will save and indemnify and keep harmless the County of Portage against all liabilities, judgments, costs and expenses which may be claimed against the County in consequence of the granting of this contract to said contractor, or which may result from the carelessness or neglect of said contractor, or the agents, employees or workmen of said contractor in any respect whatever. If judgment is recovered, whether in suits of law or in equity, against the County by reason of the carelessness, negligence, whether by acts of commission or omission, of the contractor such persons, firms or corporations carrying out the provisions of the contract for the contractor, the contractor assumes full liability for such judgment not only as to the amount of damages, but also the cost, attorneys fees or other expenses resulting there from.
- If contractor shall fail to fully and completely perform the contract within the time limited for the performance thereof, contractor shall and will pay the County, as liquidated damages for such default, the amount as indicated in the Bid as an assessment for delay in completing said contract, after the expiration of time limited for its completion.
- Failure or neglect of the County to require compliance with any term or condition of the contract or the scope of services shall not be deemed a waiver of such term or condition.
- The award of a contract by the County of Portage does not grant permission to commercially advertise such an award unless specific authority is granted by the Portage County Purchasing Manager.
- The contractor covenants and agrees that as a bidder, contractor is the only one interested in this contract; that no person or corporation other than named has any interest in the proposal or in the contract. Contractor covenants and agrees that: the proposal was made without any understanding, agreement, or connection with any person, firm or corporation making a bid for the same supplies; and the proposal is in all respects fair and without collusion or fraud; no officer, employee or agent of the County who exercises any functions or responsibilities in connection with the carrying out of any services or requirements to which this Contract pertains, shall have any personal interest, direct or indirect, in this contract. No member of the governing body of the locality and no other public official of such locality who exercises any functions or responsibilities in the review or approval of the carrying out of this Contract shall have any personal interest, direct or indirect, in this contract.
- Both parties understand that the County is bound by the Wisconsin Public Records Law, and as such, all of the terms of the Agreement are subject to and conditioned on the provisions of Wis. Stat. Section 19.21, et seq. Contractor acknowledges that it is obligated to assist the County in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do

so shall constitute a material breach of Agreement, and that the Contractor must defend and hold the County harmless from liability under that law. Except as otherwise authorized, those records shall be maintained for a period of seven (7) years after receipt of final payment under the Agreement.

FEDERAL EXECUTIVE ORDERS 12549 AND 12689 DEBARMENT AND SUSPENSION: The County of Portage reserves the right to cancel this contract with any federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.

INSURANCE: If insurance is required, satisfactory proof of the existence and carriage of such insurance of the kinds and limits specified will be required.

RESPONSES TO REMAIN OPEN: Responses must remain open and will be deemed to be open and subject to acceptance until awarding of the Bid is finalized, or a minimum of sixty (60) days unless otherwise specified following the date set forth for the receipt and filing of the response to the Bid.

APPLICATION OF TERMS AND CONDITIONS: All terms, conditions, and scope of services included in the document apply to any subsequent award.

PORTAGE COUNTY PURCHASING RESERVES THE RIGHT TO:

- Accept or reject all or part of any proposal submitted and accept such proposal deemed to be in the best interests of the County;

- Reject any and all BIDS received in response to this request;

- Accept a BID that is not the lowest cost;

- Request clarification regarding any BID;

- Make a partial award, or not make any award.

INTEREST IN CONTRACT: No officer, employee or agent of the County who exercises any functions or responsibilities in connection with the review, approval or administration of this contract shall have any personal interest, direct or indirect, in this contract.

part of the responder to comply with all of the instructions and terms of the Standard Terms and Conditions may result in Bid rejection by the County, and/or cancellation of orders without liability to the County.

INDEMNIFICATION: A Contractor shall indemnify, pay th hold harmless Portage County from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by any person, persons, or property by or from the said Contractor; or by, and the Contractor specifically shall be responsible for all losses, damages, and claims of Portage County of its officers, employees and agents, including all expe account of, any claim or amounts recovered under the by-laws, ordinance, order or decree, except only such injury or damage as shall have been occasioned by the sole negligence of the County.