



CHAMPAIGN COUNTY ADMINISTRATIVE SERVICES

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SALARY ADMINISTRATION



REQUEST FOR PROPOSAL

NURSING HOME MANAGEMENT SERVICES

FOR THE COUNTY OF CHAMPAIGN

RFP Number 2014-001

ISSUE DATE:
January 15, 2014

CLOSING LOCATION:
Champaign County Administrative Services
ATTN: Van A. Anderson
1776 East Washington Street
Urbana, IL 61802

CLOSING DATE AND TIME:
FRIDAY, March 21, 2014, 3:00 PM

Eight (8) copies of the proposal must be presented by 3:00 p.m. on Friday, March 21, 2014. At 3:30 p.m. on that date, the names of the respondents will be read aloud and recorded. (Please show RFP #2014-001 on the lower left corner of package.) An electronic version of the proposal shall also be submitted on a USB drive (preferred) or CD-ROM.

NOTICE: If downloading this solicitation from our website; it is the responsibility of the respondent to e-mail our office at bbrunk@co.champaign.il.us to be registered as a potential respondent in order to receive any clarifications or addenda.

REQUEST FOR PROPOSAL
NURSING HOME MANAGEMENT SERVICES
FOR THE COUNTY OF CHAMPAIGN
RFP Number 2014-001

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Section 1 – General Information

1-1 Purpose of the Request for Proposal

The Champaign County Nursing Home (CCNH) is a governmental enterprise owned by the County and governed by the Champaign County Nursing Home Board of Directors, a seven-member body appointed by the Champaign County Board. The CCNH consists of 243 Medicaid certified beds and is licensed to provide skilled and intermediate care. Services offered by CCNH include rehabilitation (occupational, physical, and speech), memory care, long-term care, and adult day care. The Champaign County Board, through its Administrative Services Department, is pleased to issue this Request for Proposals (“RFP” or “Solicitation”) seeking competitive proposals from private, public, and/or not-for-profit entities interested in providing management services for the CCNH located at 500 South Art Bartell Road in Urbana, Illinois (see Appendix A for links to comprehensive information on CCNH).

Champaign County is seeking proposals from interested parties that would ensure management of the CCNH operation in the delivery of high quality services within the resources currently available for that operation. The County is seeking a qualified independent contractor who shall be responsible for ensuring the continuation of a high quality of services which are provided to the Nursing Home residents. Contractor must demonstrate the ability to provide those services within available resources to the County throughout the term of the contract. In considering any proposal, the County’s priorities are the quality of care and well-being of the CCNH’s current residents, the safe and secure environment for CCNH’s employees, and the financial impact of the CCNH operations.

Champaign County is a body politic and corporate created by the State of Illinois in 1833. The County is located in east central Illinois, approximately 135 miles south of downtown Chicago, Illinois. The County operates under the township form of government. The County’s 30 townships lie in eleven County Board districts. The two largest cities in the County are Champaign and Urbana, with 2010 census populations of 81,055 and 41,250, respectively. The County seat is the City of Urbana. As reported in the 2010 census, the population of the County is 201,081, which represented growth of 11.9% over the 2000 census, and placed Champaign County as the 10th largest county in the State of Illinois.

The governing body for the County is the County Board, comprised of 22 members, with two members elected from each of eleven districts, and a County Board Chair who is elected by the County Board from among its members. The County Board also has appointed a County Administrator. Also overseeing offices of County government are the following elected county officials: Auditor, Clerk of the Circuit Court, Coroner, County Clerk, Recorder, Regional Superintendent of Schools, Sheriff, State’s Attorney, and Treasurer. The County Treasurer is responsible for the receipt and custody of County funds, and as County Collector, is responsible for the collection of real property taxes.

1-2 Internet Access to this RFP

All materials related to the RFP will be available on the Internet at <http://www.co.champaign.il.us/RFP2014-001CCNH>. In the event that a potential Respondent does not have download capability, all materials may be obtained from the Champaign County Administrative Services, 1776 East Washington Street, Urbana, IL 61802. Prior to submittal, Respondents shall be responsible for ensuring they have obtained all RFP materials.

All Respondents who download an RFP solicitation from our website have the responsibility to e-mail our office at bbrunk@co.champaign.il.us referencing RFP 2014-001 to be registered as a potential Respondent in order to be notified of any clarifications or addenda. Failure to register to receive clarifications and/or addenda shall not relieve the Respondent from being bound by any additional terms and conditions in the clarifications and/or addenda, or from the responsibility of considering additional information contained therein in preparing Respondent's proposal. Any harm to the Respondent resulting from the failure to register and/or ensuring they have obtained all RFP materials shall not be valid grounds for a protest against award(s) made under this solicitation.

1-3 Inquiries and Lobbying Restrictions

Respondents will carefully examine all documents included in this RFP and shall make a written request to the County for interpretation or correction of any ambiguity, inconsistency, or error herein. Any written interpretation or correction will be issued as an Addendum by the County. Only a written interpretation or correction by addendum shall be binding. **Respondents are cautioned against relying upon any interpretation or correction given by any other method.**

All Requests for Interpretation (RFI), correction, or other inquiries concerning the RFP process and/or the subject of this RFP must be directed to:

Van Allen Anderson, PhD, MBA
Deputy County Administrator of Finance
Champaign County
1776 East Washington Street
Urbana, Illinois 61802
PH: 217-384-3776
FAX: 217-384-3896
e-mail: vanderson@co.champaign.il.us

Except for contact with the designated County official for this RFP, all interested individuals, firms, and their agents who intend to submit or have submitted a proposal or other response to the County are hereby placed on formal notice that no Champaign County Board Members, CCNH Board Members, RFP Committee Members, or CCNH Staff is to be lobbied either individually or collectively concerning this RFP.

Lobbying consists of introduction, discussions related to the selection process, or any other discussions or actions that may be interpreted as attempting to influence the outcome of the selection process. This includes holding meetings, engaging in the aforementioned prohibited lobbying and/or prohibited contact, which actions may immediately disqualify Respondent from further consideration by the County for this RFP.

By submitting a proposal, qualifications or other response for this RFP, the Respondent certifies that it and all of its affiliates and agents have not lobbied or attempted to lobby Champaign County Board Members, CCNH Board Members, RFP Committee Members, or CCNH Staff.

1-4 Pre-Proposal Conference

The County will hold a Pre-Proposal Conference in the Lyle Shields Meeting Room of the Brookens Administrative Center, 1776 East Washington, Urbana, Illinois, 61802, at 2:00 p.m. Central Time on February 7, 2014. All interested parties are invited to attend. The County requests that all parties planning on attending the Pre-Proposal Conference notify Beth Brunk (bbrunk@co.champaign.il.us) prior to the Pre-Proposal Conference. The e-mail communication shall include the names, titles, e-mail address, and phone number of each attendee. The County will answer questions and clarify the terms of the RFP at the Pre-Proposal Conference. The County may respond both to questions posed on the day of the conference and to questions faxed or mailed prior to the deadline for receipt of questions per Section 1-3 above.

1-5 Addenda

If revisions or clarifications to the RFP become necessary, the County will post written Addenda on its website. All Addenda issued by the County will include a receipt form, which must be signed and included with any proposals submitted to the County. In the event that multiple Addenda are issued, a separate receipt for each Addendum must be included with the proposal at the time it is submitted to the County. **However, it is the responsibility of Respondents to closely monitor postings on the County's website** (<http://www.co.champaign.il.us/RFP2014-001CCNH>).

The County will not issue Addenda less than five (5) days prior to the scheduled deadline date and time for receiving proposals, unless said date is to be postponed.

1-6 Proposal Submission and Opening

A proposal shall be made in the official name of the agency or individual under which business is conducted (showing the official organization address) and must be signed in ink by a person duly authorized to legally bind the person, partnership, company, corporation, or not-for-profit entity submitting the proposal. Champaign County shall not be responsible for unidentified proposals. Respondents are to include all applicable requested information and are expected to expand on the scope of services requested by incorporating their expertise and proposed methods or approaches. Respondents should clearly identify the expanded scope of services being offered and the value of those services.

To be considered, proposals shall include one (1) unbound original proposal (clearly marked as such), one (1) electronic version in pdf format or Microsoft Word (Version 2010 or newer) on a USB drive (preferred) or CD-ROM and seven (7) additional copies of the RFP Proposal (which must be identical to the original Proposal, including any supplemental information), which clearly identifies the RFP number/title as well as the Respondent's name and return address. Proposals may be hand delivered or mailed to:

Champaign County Administrative Services
RFP for CCNH Management Services (RFP 2014-001)
ATTN: Van A. Anderson
Deputy County Administrator of Finance
1776 East Washington Street
Urbana, IL 61802

The County will not accept nor consider proposals submitted by facsimile or e-mail transmission. Respondents mailing their proposal must allow a sufficient mail delivery period to ensure timely receipt of their proposal. Champaign County is not responsible for proposals delayed by mail and/or delivery services of any nature.

Proposals and proposal amendments shall be accepted until 3:00 p.m. local time on March 21, 2014. Proposals received after 3:00 p.m. on March 21, 2014, will not be considered and will be returned to the Respondent unopened. At 3:30 p.m. on that date, the proposals will be opened in the Lyle Shields Meeting Room of the Brookens Administrative Center, 1776 East Washington, Urbana, Illinois, and recorded.

1-7 Proposal Withdrawal

Respondents may withdraw their proposals by notifying the County, in writing, at any time prior to the proposal response time deadline. Respondents may withdraw their proposals in person or through an authorized representative. Respondents and authorized representatives must disclose their identity and provide receipt for the proposal. Any proposal not so withdrawn shall constitute an irrevocable offer for a period of ninety (90) days. Proposals, once opened, become the property of Champaign County and will not be returned to the Respondents.

1-8 Proposal Disclosure

All proposals submitted to the County are subject to the Illinois Compiled Statutes Chapter 5, Section 140 (5 ILCS 140/Freedom of Information Act). Any information submitted in a proposal which the Respondent considers to be proprietary or otherwise exempt from disclosure, the Respondent must invoke, in writing, the exemption(s) to disclosure provided by 5 ILCS 140/Freedom of Information Act in its proposal by providing the specific statutory authority for claimed exemptions, identifying the data or other materials to be protected, and stating the reasons why such exclusion from public disclosure is necessary. Furthermore, to designate portions of the bid as confidential, the Respondent must:

1. Mark the cover page as follows: "This proposal includes trade secrets or other proprietary data."
2. Mark each sheet or data to be restricted with the following legend: "Confidential: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal."
3. Provide a USB drive (preferred) or CD-ROM with a redacted copy of the entire bid or submission in pdf format for posting on the County's website for public inspection. Respondent is responsible for properly and adequately redacting any proprietary information or data which Respondent desires remain confidential. If entire pages or sections are removed, they must be represented by a page indicating that the page or section has been redacted. Failure to provide a USB drive (preferred) or CD-ROM with a redacted copy may result in the posting of an un-redacted copy.

Indiscriminate labeling of material as "Confidential" may be grounds for deeming a bid as non-responsive.

Champaign County will make the final determination as to whether information, even if marked "confidential," will be disclosed pursuant to a request under the Freedom of Information Act or valid

subpoena. Respondent agrees not to pursue any cause of action against Champaign County or its agents for its determination in this regard and disclosure of information.

At some point after proposal opening, all opened proposals will be made available for public inspection consistent with 5 ILCS 140/Freedom of Information Act.

If a contract is awarded as a result of this RFP, the awarded contract will also become a public record consistent with 5 ILCS 140/Freedom of Information Act. The County has the right to use any or all information/material submitted.

Champaign County reserves the right to make an award to the Respondent offering a proposal in the best interests of the Champaign County and meeting all the requirements of this RFP.

1-9 Oral Presentations and/or Interviews

Champaign County reserves the right to interview any, all, or none of the respondents and to select who they feel is the most responsive consultant. At its sole discretion, the County may invite short-listed Respondents to conduct oral presentations or interviews. Presentations or interviews provide an opportunity for Respondents to clarify their proposals for the County. The County will schedule any such presentations or interviews as indicated in the timetable below.

1-10 Proposal Timetable

Champaign County will use the timetable below which is expected to result in the selection of a service provider on April 29, 2014, and the beginning of contracted services on July 1, 2014. After the Champaign County Board selects a service provider, a formal contract for services is expected to be executed, and subsequently approved by the Champaign County Board on May 22, 2014.

Date	Event
January 15, 2014	Request for Proposal Posted & Advertised
February 7, 2014 – 2:00 p.m.	Pre-Proposal Conference
March 16, 2014	Final Date to Issue Addenda
March 21, 2014 – 3:00 p.m.	Proposals Due
March 21, 2014 – 3:30 p.m.	Proposals Opened – <i>Lyle Shields Meeting Room-Brookens Administrative Center, 1776 East Washington, Urbana, IL 61802</i>
April 15, 2014 – 6:30 p.m.	Committee of the Whole - Consideration of Recommendation by Review Committee
April 29, 2014 – 6:30 p.m.	Special Finance Committee Meeting – Presentation of Proposals by Service Providers
May 13, 2014 – 6:30 p.m.	Committee of the Whole – Recommended Contract
May 22, 2014 – 6:30 p.m.	County Board Approval of Contract for Services with Selected Provider
July 1, 2014	Contracted services begin.

Champaign County may delay or modify scheduled event dates if it is to the advantage of the County to do so. The County will notify Respondents of all changes in scheduled due dates by

posting any change in the form of an Addendum on the County's website at <http://www.co.champaign.il.us/RFP2014-001CCNH>.

1-11 Acceptance or Rejection of Proposals

Each Respondent will be evaluated on its overall strategy, methodology, experience, qualifications, timetable, cost proposal, and approach to service delivery and meeting the County's requirements.

1-12 Development Costs

Neither the County nor its representatives shall be liable for any expenses incurred in connection with the preparation, submission, or presentation of a proposal in response to this RFP.

1-13 Conflicts of Interest

All Respondents must disclose with their proposal the name of any officer, director, or agent who is an elected official, appointed official or an employee of the County. Further, all Respondents must disclose the name of any elected official, appointed official or employee of the County, who owns directly or indirectly, any interest in the Respondent's firm or any of its affiliates or branches.

1-14 Non-Collusion

By submitting and signing a proposal response, the Respondent certifies that its proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud. No premiums, rebates, or gratuities are permitted, either with, prior to, or after any delivery of material or provision of services. Any violation of this provision may result in contract cancellation, return of materials, or discontinuation of services.

1-15 Notice of Award

Notice of Award is expected to be posted on Champaign County's website at www.co.champaign.il.us on May 23, 2014.

Section 2 – Scope of Services

2-1 Description of Services

The scope of services that Champaign County seeks to acquire is described in Exhibit 1 of this RFP. The respondent is expected to expand on this scope in the submitted proposal by incorporating their expertise and proposed methods and approaches.

2-2 Term of Contract

Any contract awarded pursuant to this RFP solicitation is expected to commence on July 1, 2014, and shall be for a base contract period of three (3) years with an option for Champaign County to renew for a

second three (3) year period. The contract may extend thereafter on a month-to-month basis by mutual agreement of the parties for a period not to exceed twelve (12) months.

2-3 Non-Appropriation

The contract for management services shall include a rider that allows cancellation of contract if funds are not appropriated or otherwise made available to support continuation of performance in any fiscal year. Any contract approved by the County shall be conditioned by a “non-appropriation” clause containing the following or similar language:

This contract is approved and funded contingent upon annual appropriations being established by the local governing body of Champaign County to provide funding necessary to meet the requirements of the contract. Such funding is approved on a fiscal year basis with the fiscal year commencing January 1st and terminating December 31st of that year. In order for the contract to remain in effect, such appropriation must be approved on an annual basis throughout the term of the contract scheme. In the event that an annual appropriation is not approved, Champaign County shall not be held responsible for any liabilities beyond the remaining annual term prior to the new budget year.

Section 3 – Preparing Proposals: Required Information

Each Proposal must contain all of the following documents and must conform to the following requirements:

3-1 Format of Proposals

Proposals must be prepared on 8 ½" X 11" letter size paper (preferably recycled), printed double-sided, and bound on the long side. The County encourages using reusable, recycled, recyclable and chlorine free printed materials for proposals, reports and other documents prepared in connection with this solicitation. Expensive papers and bindings are discouraged, as no materials will be returned. Submit one (1) unbound original proposal (clearly marked as such), seven (7) additional copies, and one (1) electronic version in pdf format or Microsoft Word (Version 2010 or newer) on a USB drive (preferred) or CD-ROM of the RFP Proposal (which must be identical to the original Proposal, including any supplemental information).

Sections should be separated by labeled tabs and organized in accordance with subject matter sequence as set forth below. Each page of the Proposal must be numbered in a manner so as to be uniquely identified. Proposals must be clear, concise and well organized.

3-2 Required Content of Proposals

Respondents are advised to adhere to the submittal requirements of the RFP. Failure to comply with the instructions of this RFP may be cause for rejection of the non-compliant Proposal. Respondent must provide information in the appropriate areas throughout the RFP. By submitting a response to this RFP, you are acknowledging that if your Proposal is accepted by the County, your Proposal and related submittals may become part of the contract.

At a minimum, the Proposal must include the following items:

1. Cover Letter

Respondent(s) must submit a cover letter signed by an authorized representative of the entity committing Respondent to provide the Services as described in this RFP in accordance with the terms and conditions of any contract awarded pursuant to the RFP process. The cover letter must:

(i) Indicate the number of years the entity has been in business, and provide an overview of the experience and background of the entity and its key personnel committed to the Champaign County account.

(ii) Identify the legal name of the entity, its headquarters address, its principal place of business, its legal form (i.e., corporation, joint venture, limited partnership, not-for-profit, etc.), and the names of its principals or partners and authority to do business in Illinois.

(iii) Indicate the name and telephone number(s) of the principal contact for oral presentation or negotiations.

(vi) Acknowledge receipt of Addendum/Addenda issued by the County, if any.

2. Executive Summary

Respondent must provide an executive summary which explains its understanding of the County's intent and objectives and how their Proposal would achieve those objectives. The summary must discuss Respondent's strategy and methodology for successfully implementing and monitoring the Services; approach to project management; strategies, tools, and safeguards for ensuring performance of all required Services; equipment, software and firmware considerations; training and on-going support; and any additional factors for the County's consideration.

3. Professional Qualifications and Specialized Experience of Respondent and Key Personnel Committed to the Champaign County Account

If Respondent proposes that major portions of the work will be performed by different team members (e.g. joint venture partners, subcontractors, etc.), Respondent must provide the required information as described below for each such team member.

A. Respondent Profile Information (see Exhibit 3)

Submit a completed Respondent profile information sheet (Exhibit 3) for prime, each joint venture partner and subcontractor, as applicable. Identify participants in Respondent's "Team." For example if Respondent is a business entity that is comprised of more than one legal participant (e.g., Respondent is a general partnership, joint venture, not-for-profit, etc.), then Respondent must identify or cause to be identified all participants involved, their respective ownership percentages, and summarize the role, degree of involvement, and experience of each participant separately.

If Respondent has a prime consultant/subcontractor relationship instead, the information regarding role, involvement and experience is also required for any subcontractor that is proposed to provide a significant portion of the work.

Provide a chronological history of all mergers and/or acquisitions involving the Respondent team members, including all present and former subsidiaries or divisions and any material restructuring activities, if applicable. Include any such forthcoming actions, if such disclosure has already been made generally available to the public and is permitted by law.

B. Respondent References/Client Profile (See Form in Exhibit 4)

Submit a completed client profile information sheet for each Respondent reference (Exhibit 4). Respondent must provide a minimum of three (3) references, preferably at least one from a county, municipality or government agency related to a contract of similar scope and magnitude as described in this RFP. Experience will not be considered unless complete reference data is provided. At a minimum, the following information must be included for each client reference:

- Client name, address, contact person name, telephone, and fax number.
- Description of services provided similar to the services outlined in Exhibit 1, Scope of Services of this RFP.
- Nature and extent of Respondent's involvement as the prime consultant. Identify services, if any, subcontracted, and to what other company.
- Total dollar value of the contract.
- Contract term (Start and Expiration).

All client reference information must be supported and verified. Reference contacts must be aware that they are being used and agreeable to County interview for follow-up.

The County may solicit from previous clients, including Champaign County, or any available sources, relevant information concerning Respondent's record of past performance.

C. Business License/Authority to do Business in Illinois

Respondent must provide copies of appropriate licenses or certifications required of any individual or entity performing the services described in this RFP in Champaign County and the State of Illinois, for itself, its partners and its subcontractors, including evidence that Respondent is authorized by the Secretary of State to do business in the State of Illinois. Provide copies with the Proposal submission.

If required by law, Respondents are required to have an Illinois Business License. See the State of Illinois, Department of Business Services' website for additional information: (<http://www.cyberdriveillinois.com/>).

Additionally, visit the State of Illinois' Division of Professional Regulation for information regarding the State of Illinois' Professional Certifications: <http://www.idfpr.com/DPR/>.

D. Profiles of and Local Availability of Committed Key Personnel

Respondent must provide a summary identifying who will be dedicated to the Services described in this RFP. For each person identified, describe and/or provide the following information:

- Title and reporting responsibility,
- Proposed role in this program, including the functions and tasks for which they will have prime responsibility (also indicate areas of secondary responsibility, if appropriate),
- Pertinent areas of expertise and past experience,
- Base location (local facility, as applicable), and
- Resumes or corporate personnel profiles which describe their overall experience and expertise.
- Copies of all licenses required by law for the positions to be filled.

4. Capacity to Perform

Respondent must provide a summary of current and future projects and commitments and include projected completion dates. Describe how any pending and/or ongoing contractual commitments to other clients will affect your ability to deliver Services, capacity to perform within the County's timeline and affect dedicated resources committed to the County's program. Identify what percentage of the Services will be performed utilizing your own workforce, equipment and facilities. Identify the percentage of the work to be subcontracted.

5. Implementation Plan

Respondent must provide a comprehensive and detailed plan for implementing Services as outlined in Exhibit 1, Scope of Services in this RFP.

The implementation plan must include, but not be limited to, the following:

A. Approach to Implementing Services

Respondent must address an approach to implementing and managing the Services described in this RFP; policies and procedures for implementing services for clients, quality control checks, adherence to compliance programs, and project management; program support and reporting/recommendation services, including an approach to overcoming obstacles, if any, and troubleshooting to resolve problems. Also, describe respondent's approach to providing positive, in-house management in the home on a regular basis.

B. Organization Chart

Submit an organization chart which clearly illustrates all firms (joint venture partners, if any, subcontractors); their relationship in terms of proposed Services; and key personnel involved and the following information:

- A chart which identifies not only the proposed organizational structure, but also key personnel by name and title. Staffing levels of each organizational unit should be estimated.
- The specific role of each of the firms in a team or joint venture for each task/work activity must be described.

C. Dedicated Resources

- Describe facilities, equipment, personnel, communication technologies, and other resources available for implementing the proposed Services.
- Staffing requirements. Provide an assessment of staffing needs for each major activity area by job title and function. The assessment should include full-time equivalents for professional staff and supervisors committed to the CCNH. Specify if the assigned personnel will be on a full or part-time basis. Specify how each employee turnover will be handled (i.e., Sick, vacation, leave of absence, etc.).

6. Cost Proposal

The County is requesting information regarding the costs for the Services required. In Exhibit 2, provide detail for the price schedule options indicated. The Respondent is responsible for disclosing any charges or fees that the County would incur with the Respondent, before, during, and after the implementation.

Proposals that fail to include complete cost information will be rejected as incomplete and deemed non-responsive.

The County reserves the right to negotiate a final fixed price, terms, and conditions with the selected Respondent.

7. Financial Statements

Respondent must provide a copy of last three (3) years audited financial statements (i.e., income statement, balance sheet, and annual report). Respondents that are comprised of more than one entity must include financial statements for each entity. The County reserves the right to accept or reject any financial documentation other than the financial statements requested by this section.

If Respondent is unable to provide audited financial statements, state the reasons in your Proposal response and provide financial documentation in sufficient detail to enable the County to assess each Respondent's financial condition.

Sufficient alternate documentation would be un-audited financial statements from those Respondents not required to have their financial statements audited. At a minimum, the statements need to be the balance sheets and income statements (or equivalent) and annual reports, if available, for the requested three years to provide adequate detail for the County to assess the financial condition of the Respondent.

8. Legal Actions

Respondent must provide a listing and a brief description of all material legal actions, together with any fines and penalties (i) Respondent or any division, subsidiary or parent entity of Respondent, or (ii) any member, partner, etc., of Respondent if Respondent is a business entity other than a corporation, has been:

- A. A debtor in bankruptcy; or
- B. A plaintiff or defendant in a legal action for deficient performance under a contract or violation of a statute or related to service reliability; or
- C. A respondent in an administrative action for deficient performance on a project or in violation of a statute or related to service reliability; or
- D. A defendant in any criminal action; or
- E. A named insured of an insurance policy for which the insured has paid a claim related to deficient performance under a contract or in violation of a statute or related to service reliability; or
- F. A principal of a bond for which a surety has provided contract performance or compensation to an obligee of the bond due to deficient performance under a contract or in violation of a statute or related to service reliability; or
- G. A defendant or respondent in a governmental inquiry or action regarding accuracy of preparation of financial statements or disclosure documents.

The County reserves the right to request similar legal action information from Respondent's key personnel members during the evaluation process.

9. Insurance

Prior to contract award, the Consultant will be required to submit evidence of insurance in the amounts specified in Exhibit 1.

Section 4 – Evaluation of Proposals

The members of the County's Evaluation Committee for this RFP will include:

County Board Members Josh Hartke, Jeff Kibler, Gary Maxwell, and Rachel Schwartz
Nursing Home Board of Directors Chair Catherine Emanuel (Note: County Board Members Josh Hartke and Gary Maxwell also serve as members of the Nursing Home Board of Directors)
County Administrator Debra Busey

The Evaluation Committee will evaluate the proposals in order to prepare a recommendation to the Champaign County Board for award of the proposal. The County, in its sole discretion, reserves the right to waive all technicalities or irregularities, to reject any or all proposals, including any portion thereof, to award to a single Respondent or to divide the award between Respondents, and to reject all proposals and/or re-solicit in whole or in part. The County further reserves the right, in its sole discretion, to award a contract to the Respondent (or Respondents) whose proposal best serves the interests of the County.

When an offer appears to contain an obvious error or otherwise where an error is suspected, the circumstances may be investigated and then be considered and acted upon. Any action taken shall not prejudice the rights of the public or other offering companies. Where offers are submitted substantially in accordance with the procurement document but are not entirely clear as to intent or to some particular fact or where there are other ambiguities, clarification may be sought and accepted provided that, in doing so, no change is permitted in prices. The purpose of seeking clarification is to clarify existing information, not to allow additional information to be added.

4-1 Phase I - Preliminary Proposal Assessment

Phase I will involve an assessment of the Respondent's compliance with, and adherence to, all submittal requirements requested in Section 3-2 Required Content of the Proposal. Proposals which are incomplete and missing key components necessary to fully evaluate the Proposal may, at the discretion of the EC, be rejected from further consideration due to "non-responsiveness" and rated Non-Responsive. Proposals providing responses to all sections will be eligible for detailed analysis in Phase II, Proposal Evaluation.

4-2 Phase II - Proposal Evaluation

In Phase II, the EC will evaluate the extent to which a Respondent's Proposal meets the program objectives set forth in the RFP. Phase II will include a detailed analysis of the Respondent's qualifications, experience, proposed implementation plan, cost proposal, and other factors based on the evaluation criteria outlined in Section V - Evaluating Proposals.

As part of the evaluation process, the EC will review the information required by Section 3, for each Proposal received. The EC may also review other information gained by checking references and by investigating the Respondent's financial condition.

The County reserves the right to seek clarification of any information that is submitted by any Respondent in any portion of its Proposal or to request additional information at any time during the evaluation process. Any material misrepresentation made by a Respondent may void the Proposal and eliminate the Respondent from further consideration.

The County reserves the right to enlist independent consulting services to assist with the evaluation of all or any portion of the Proposal responses as it deems necessary.

In addition, the EC will review the Respondent's Proposal to determine overall responsiveness and completeness of the Proposal with respect to the components outlined in the RFP using the following criteria (not necessarily listed in order of importance):

A. Professional Competence: Ability to provide the Services described in the RFP, including capacity to achieve the project goals, objectives, and scope of services described in this RFP.

B. Professional Qualifications and Specialized Experience of Respondent and Team with emphasis on specific experience on projects of similar scope and magnitude as outlined in Exhibit 1 - Scope of Services of the RFP.

C. Past and Current Performance of the Respondent on other contracts in terms of quality of services and compliance with budgets and performance schedules. The Committee may solicit from current and/or previous clients including Champaign County, other government agencies, or any available sources, relevant information concerning the Respondent's record of performance.

D. Professional Qualifications and Specialized Experience of Respondent's Key Personnel and Local Availability of Key Personnel with emphasis on specific experience on projects of similar scope and magnitude as outlined in Exhibit 1 - Scope of Services of the RFP.

E. Quality, Comprehensiveness, and Adequacy of the proposed Implementation Plan including its responsiveness and understanding of the needs of Champaign County and how the County's program may be best accomplished.

The EC will review each Proposal for the Respondent's understanding of the objectives of the Services and how these objectives may be best accomplished. Each Respondent will be evaluated on their overall strategy, methodology, and approach to meeting the County's program objectives.

F. Schedule of Professional Fees and Expenses relative to information provided in Exhibit 2.

G. Legal Actions - The EC will consider any legal actions, if any, against Respondent and any division, subsidiary or parent company of Respondent, or against any member, partner, etc., of Respondent if Respondent is a business entity other than a corporation.

H. Financial Stability – The EC will consider the financial condition of Respondent. Respondent must be financially stable to ensure performance over the duration of the contract.

I. Compliance with Laws, Ordinances, and Statutes. The EC will consider Respondent's compliance with all laws, ordinances, and statutes governing the contract.

J. Conflict of Interest – The EC will consider any information regarding Respondent, including information contained in Respondent's Proposal, that may indicate any conflicts (or potential conflicts) of interest which might compromise Respondent's ability to satisfactorily perform the proposed Services or undermine the integrity of the competitive procurement process. If any Respondent has provided any services for the County in researching, consulting, advising, drafting, or reviewing of this RFP or any services related to this RFP, such Respondent may be disqualified from further consideration.

Section 5 – Selection Process

After the Evaluation Committee (EC) completes its review of Proposals in Phase II, it may submit to the Finance Committee of the Champaign County Board a recommended short list of Respondents (Phase III), or the EC may forego Phase III and submit a recommendation to select one Respondent, or a recommendation to reject any or all Proposals.

5-1 Phase III - Oral Presentations and/or Site Visit

If the EC submits a short list of Respondents for further review, then those short-listed Respondents will be invited to appear before the Champaign County Board and the Nursing Home Board of Directors for an oral presentation. The purpose of the oral presentation is to clarify in more detail the information that was submitted in Respondent's Proposal and to allow the Board and Nursing Home Board members to ask Respondent to respond to additional questions. Afterwards, the EC will make a final evaluation, including a final ranking of the Respondents, and will submit a recommendation for one Respondent to the County Board.

If the Board makes a service-provider selection, the selection will be forwarded to the Administrative Services Department as authorization to enter into contract negotiations with the selected Respondent.

The County will require the selected Respondent to participate in contract negotiations. The County's requirement that the selected Respondent negotiate is not a commitment by the County to award a contract. If the County determines that it is unable to reach an acceptable contract with the selected Respondent, including failure to agree on a fair and reasonable cost proposal for the Services or any other terms or conditions, the Board may ask the Administrative Services Department to terminate negotiations with the selected Respondent, and to negotiate with any of the other qualified Respondents, until such time as the County has negotiated a contract meeting its needs.

The County reserves the right to terminate this RFP solicitation at any stage if the EC and/or the Administrative Services Department determine this action to be in the County's best interests. The receipt of Proposals or other documents will in no way obligate Champaign County to enter into any contract of any kind with any party.

Section 6 - Additional Details of the Process

6-1 Addenda

If it becomes necessary to revise or expand upon any part of this RFP, an addendum will be sent to all of the prospective Respondents registered with the County prior to the Proposal due date. Prospective Respondents are automatically listed when they e-mail Administrative Services as documented in Section 1-2 upon download of the RFP package. Each addendum is incorporated as part of the RFP documents, and the prospective Respondent must acknowledge receipt.

The addendum may include, but will not be limited to, the following:

1. Responses to questions and requests for clarification sent to the Deputy County Administrator of Finance according to the provisions of Section 1-3 herein; or
2. Responses to questions and requests for clarification posed at the Pre-Proposal Conference or by the deadline for submission of questions.

6-2 County's Rights to Reject Proposals

If no Respondent is selected through this RFP process, then the Administrative Services Department may utilize any other procurement method available to Champaign County, to obtain the Services described here.

In soliciting proposals, any and all proposals received may be rejected in whole or in part. Basis for rejections shall include, but not be limited to the following:

- The proposal being deemed unsatisfactory as to quantity, quality, delivery, price, or service offered.
- The proposal not complying with conditions of the solicitation document or with the intent of the proposed contract.
- Lack of competitiveness by reason of collusion or knowledge that reasonably available competition was not received.
- Error in specifications or indication that revision would be to the County's advantage.
- Cancellation or changes in the intended project or other determination that the proposed requirement is no longer needed.
- Regulatory changes.
- Circumstances which prevent determination of the most advantageous proposal.
- Any determination that rejection would be in the best interest of the County.

Champaign County reserves the right to reject any and all proposals. The County also reserves the right to cancel this RFP at any time and/or to solicit and re-advertise for other proposals.

6-3 No Liability for Costs

The County is not responsible for costs or damages incurred by Respondents, member(s), partners, subcontractors or other interested parties in connection with the RFP process, including but not limited to costs associated with preparing the Proposal and/or participating in any conferences, site visits, product/system demonstrations, oral presentations, or negotiations.

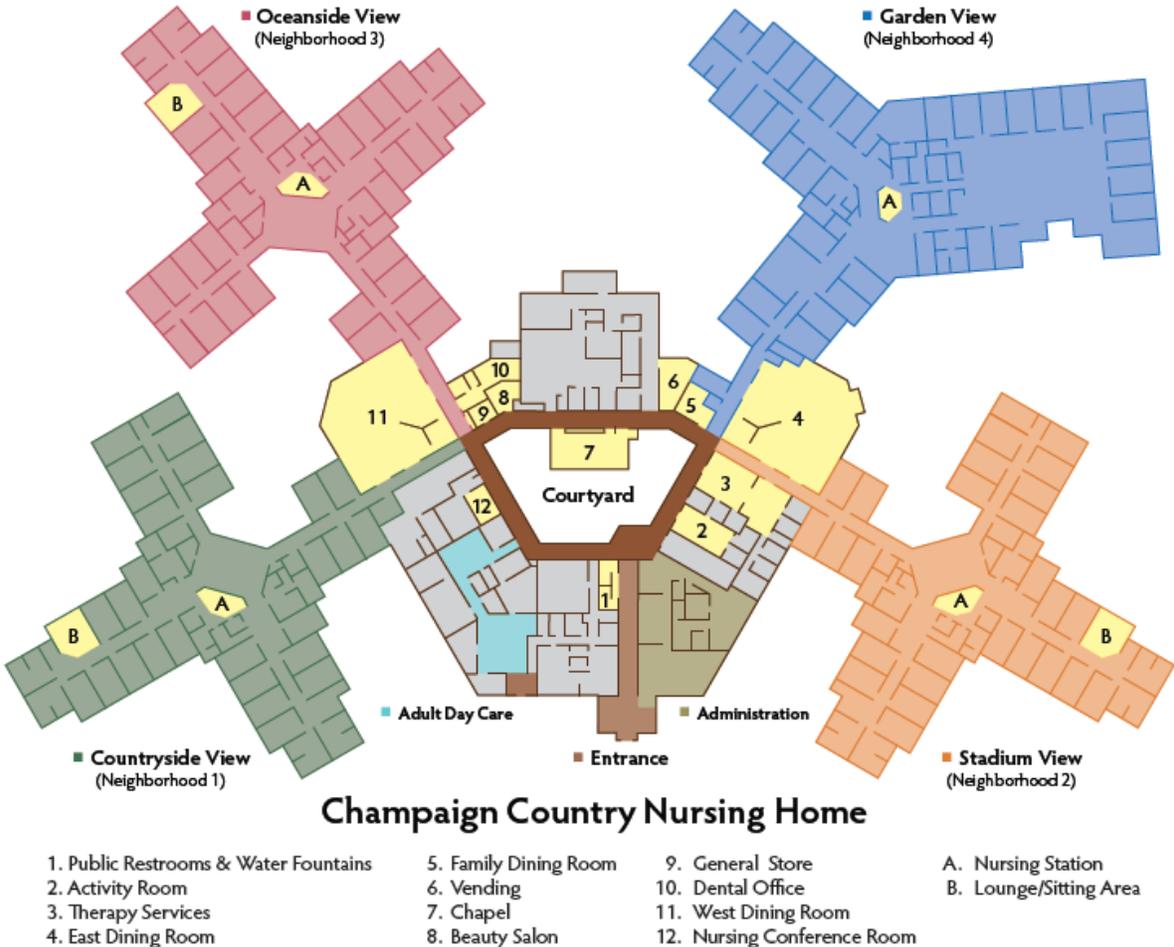
EXHIBIT 1

SCOPE OF SERVICES

E1-1 DESCRIPTION OF NURSING HOME AND CLINICAL PARADIGM

The Champaign County Nursing Home (CCNH), a skilled nursing facility, is located at 500 South Art Bartell Road, Urbana, Illinois. The Facility consists of 243 beds and is certified for Medicare and Medicaid. The Facility contains four (4) living areas designated as neighborhoods and an Adult Day Care program. CCNH provides compassionate long-term, rehabilitative, and memory care services reflective of the community served, and in a manner respective with CCNH’s 100 year history. The Adult Day Care provides exceptional daily respite services for local caregivers and members of the community who prefer the safety and comfort of a day care center to staying at home.

In addition to the residents’ rooms, the Facility includes an administration area, therapy services, an activity room, two dining rooms, a separate family dining room, a chapel, a beauty salon, a dental office, a general store, a vending area, laundry services, lounge/sitting areas in each neighborhood, and an outdoor courtyard. The layout of the facility is shown in the diagram below.



E1-2 THIRD PARTY MANAGEMENT OF CCNH

A. Scope of Work for Management Services

The successful respondent shall manage the daily operations of the CCNH, including developing improvement programs based upon key performance indicators, and continue the development and implementation of a compliance program to reduce the risk of regulatory penalty. Respondent shall be responsible for ensuring a continuation of high quality services to the residents of the CCNH. The Respondent shall act for and on behalf of the Champaign County Board as sole Manager of the CCNH. At all times, however, the CCNH, by and through its Board of Directors and the Champaign County Board, shall retain and exercise the ultimate control and direction of the assets, policy, and affairs of CCNH, including all medical, governance, and collective bargaining decisions, policies, and matters pertaining to CCNH, consistent with the primary purpose of CCNH. Subject to the foregoing reservations of power to the Champaign County Board and Nursing Home Board of Directors (Nursing Board), nothing herein shall be construed to prohibit Manager from contracting with other parties to provide similar services to those being provided hereunder or any other service. Furthermore, nothing herein shall be construed as requiring Manager to maintain specific working hours. Manager shall maintain its own schedule so long as such schedule does not interfere with Manager's ability to meet its obligations stated herein.

The responsibilities of the successful Respondent shall include, but not necessarily be limited to, the following:

1. Primary Goals

- a. At all times acknowledge, and implement the mission of CCNH (*defined in the Nursing Board Bylaws as approved by the Champaign County Board*), which is exclusively under the direction of the Nursing Board;
- b. Provide an objective reporting channel to the CCNH through its Board of Directors;
- c. Promote strong administration and management controls between CCNH and Manager;
- d. Maintain and strive to continually improve the operations of the CCNH to:
 - (1) Provide quality nursing, memory care, and rehabilitation services;
 - (2) Maintain programs to promote the effective utilization of CCNH's services;
 - (3) Provide recommendations and planning for new or expanded services to be provided by the CCNH, which may include but are not limited to: dementia care, rehabilitation services, and dialysis care;
 - (4) Maintain a deserved public image of excellence for CCNH, including development of an appropriate external marketing program;
 - (5) Maintain quality staffing of CCNH, with particular emphasis on employee development and satisfaction;
 - (6) Operate CCNH on a sound, self-supporting financial basis, including the development of a documented long-term plan for budgeting of capital expenditures;
 - (7) Institute and maintain sound financial accounting systems in the CCNH;
 - (8) Institute and maintain internal fiscal controls through budgeting procedures;
 - (9) Prevent loss of revenues to CCNH through sound billing procedures;
 - (10) Control the cash position of CCNH through sound collection methods;

- (11) Adhere to, and fully cooperate with, all applicable State and Federal rules and regulations, including but not limited to the Nursing Home Care Act;
- (12) Maintain high levels of customer/patient satisfaction;
- (13) Generate Policies and Procedures in accordance with applicable law; and
- (14) Creation of new, and improvement of, existing key performance indicators and provide regular performance and progress updates on those indicators.

2. General Respondent Responsibilities

The Respondent shall perform management services for the facility as specified in the RFP, Contract, and any addenda thereto, and agreed upon information provided in the Proposal.

The Respondent shall provide and assign only individuals who have experience with management services for long-term care for senior residents and skilled nursing facilities. Respondent must also ensure individuals meet standards for Illinois Nursing Homes, including criminal background checks.

The Respondent shall perform management services in strict compliance with all Federal, State, and local laws, regulations, ordinances, directives, and licensing requirements as they may pertain to said services.

The Respondent shall document all savings to Champaign County, demonstrating how savings were achieved, and provide the necessary tools and/or direction to ensure savings shall remain in place.

The Respondent shall be responsible for obtaining any and/or all approvals from the County for all proposed financial and/or operational changes the Respondent may recommend, as outlined in the By-Laws of the Nursing Home Board of Directors and/or ultimate Management Services Agreement.

Respondent will also be responsible to conform to the budget as determined by the Champaign County Board regarding all expenditures associated with providing services.

The Respondent shall collaborate with the County to obtain appropriate approval(s) from Illinois Department of Public Health (IDPH) for the Facility.

3. Manager's Duties

Consistent with the provisions of this RFP and the Primary Goals, Manager shall assist Directors in Directors' supervision, management, and operation of CCNH which shall include the following:

- 1) General Responsibility. Consistent with the provisions of this RFP, Manager shall provide managerial services for CCNH, including the specific managerial and consulting services to CCNH as hereinafter set forth in this Section. As manager of CCNH, Manager shall have the general responsibility to implement all aspects of the operation of CCNH in accordance with established policies and procedures of the Champaign County Board and the Nursing Board, and shall have responsibility and commensurate authority for all such activities. Manager shall make monthly written reports to the Nursing Board and shall meet with the Nursing Board on a regular monthly basis. The Manager shall also make an annual report to the Nursing Board,

and regular quarterly reports to the County Board. In the event Directors fail to establish such policies or procedures, for whatever reason, Manager may, but is in no way obligated to, establish such policies and procedures as Manager selects.

- 2) Administrator. Manager shall provide and employ a qualified health care executive to act as Administrator for the CCNH and Manager's provision of Administrator shall be a CCNH Expense. The compensation package for the Administrator shall be pre-approved by the Nursing Board.
- 3) Manager's Consultants. Manager shall make available to, or obtain the services for, the CCNH for consultation and advice to the extent deemed appropriate by Manager, the current staff specialists of, or available to, Manager in areas of operations of facilities similar to CCNH, including accounting, budgeting, finance, human resources, government programs, insurance, marketing, productivity management, public health surveillance, systems, and procedures, third party reimbursement, and special consultants in other areas of operations as Manager may have available in the future. All expenses under this Section shall be a Manager Expense.
- 4) Special Consultants. Should the Nursing Board or County Board request a type, form, or level of special consultant, including, but not limited to, underwriters, bond counsel, expert witnesses, or other reasonably necessary consultants, which Manager cannot fully provide, or cause to be provided, Manager shall endeavor to locate and make available such special consultant service, the cost of which, including, but not limited to, application fees and license fees, shall be a CCNH Expense. Legal Services, other than those routinely provided by the Champaign County State's Attorney, will be subject to the prior approval by the State's Attorney and will also be a CCNH Expense. Manager shall provide CCNH recording and documentation of all such consultant service so performed including a full description of the services performed and the duration of attendance within CCNH. Such consultant service is expressly limited to personal consulting exclusive of any obligation to provide equipment or products, including data processing.
- 5) Contracts. Manager shall advise and assist CCNH in securing and retaining contracts in the name and for the account of CCNH with such individuals or entities necessary for the proper and efficient functioning of CCNH, the cost of which shall be a CCNH Expense.
- 6) Equipment and Supplies. Manager shall cause to be obtained equipment and supplies appropriate for operation of the CCNH, the cost of which shall be a CCNH Expense.
- 7) Labor Organization. At the request of the CCNH, Manager shall advise and assist CCNH in any matter involving the possible unionization of the employees of CCNH and in negotiations with any labor union lawfully entitled to represent the employees of CCNH.
- 8) Maintenance and Repair. Manager shall keep the CCNH in good working order and condition and make all necessary and proper repairs in and to CCNH, its furnishings and equipment, the cost of which shall be a CCNH Expense.

- 9) Regulatory and Contractual Requirements. Subject to the direction and consent of the Nursing Board, Manager shall attempt to cause all things to be done in and about CCNH reasonably necessary to comply with the requirements of any applicable constitution, statute, ordinance, law, rule, regulation, or order of any governmental or regulatory body respecting the use of CCNH or the construction, maintenance, or operation thereof. Subject to the direction and consent of the Nursing Board, Manager shall further cause to be discharged all duties with respect to the operation of CCNH required by any applicable standard, interpretation, ruling, or regulation of the United States Department of Health and Human Services, the Illinois Department of Health, or of any other governmental agency, or entity exercising authority to administer, regulate, accredit, or otherwise set standards for facilities such as CCNH, the cost of which shall be a CCNH Expense.
- 10) Insurance. Manager shall periodically review the insurance program of CCNH and make recommendations with respect thereto to the Champaign County Board. The Champaign County Board shall negotiate a contract or contracts for, and keep in full force and effect, all policies of insurance of the type, extent, and cost of coverage which is consistent with sound management of the CCNH, insuring the CCNH, and the Champaign County Board thereof, and Manager with limits of coverage of not less than \$5,000,000.00 per occurrence and \$5,000,000.00 in the aggregate, against the risks customarily insured against by such a CCNH, the cost of which insurance shall be a CCNH Expense. Such insurance shall include coverages for building and contents, comprehensive general liability, professional liability, directors' and officers' liability, blanket fidelity bond coverage, boiler explosion, comprehensive automobile liability, statutory workers' compensation coverage, and excess liability coverage, which coverage shall name Manger as an additional insured. Certificates of insurance (and any renewals thereof) evidencing such coverage, cancelable only upon not less than ten (10) days prior written notice, shall be delivered to Directors and Manager as soon as practicable after the date hereof (and any renewal date of such insurance policies). The Champaign County Board may fulfill any or all of its obligations hereunder through a program of self-insurance, the details of which shall be reviewed with Manager.
- Manager shall obtain a business owner's comprehensive general liability policy of insurance in an amount not less than \$1,000,000.00 combined single limit naming Champaign County, Illinois, and its Board as additional insured and will provide the Champaign County Board with a copy of the endorsement and proof of insurance, cancelable only upon not less than ten (10) days prior written notice, the cost of which insurance shall be a Manager Expense.
- 11) Legal Actions. Manager shall advise and assist the CCNH, and the Champaign County Board thereof, in instituting or defending all actions by or against third parties arising out of the operation of CCNH, the cost of which shall be a CCNH Expense.
- 12) Compliance with Third-Party Payor Requirements. Manager recognizes that CCNH is a participant in various third-party payment programs, including Medicare and Medicaid, which participation is essential to the financial viability of Home. Therefore, in connection with the subject matter of this Contract, Manager agrees to fully cooperate with CCNH to meet all reasonable requirements for participation and payment associated with such third-party payment program, including the matters more specifically discussed in #13 below.

- 13) Third-Party Payment Programs. CCNH shall properly prepare, sign, and timely file all claims, cost reports, or other documentation required by the Medicare Program, Medicaid Program, and any other third-party payor for the operations of the CCNH. CCNH shall be solely liable for, and shall hold Manager harmless from, any underpayments or overpayments made to CCNH by any third-party payor attributable to any period prior to the commencement of provision of management services and for any and all recapture or other charges by any such payor attendant to the transactions herein contemplated or the actions of CCNH.

Pursuant to Section 1861(v)(1)(II) of the Social Security Act, as amended, Manager agrees:

- (i) until the expiration of four years after the furnishing of such services pursuant to this contract, the Manager shall make available, upon written request to the Secretary, or upon request to the Comptroller General, or any of their duly authorized representatives, the contract, and books, documents, and records of Manager that are necessary to certify the nature and extent of such costs, and
- (ii) if Manager carries out any of the duties of the contract through a subcontract, with a value or cost of \$10,000 or more over a twelve-month period, with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request to the Secretary, or upon request to the Comptroller General, or any of their duly authorized representatives, the subcontract, and books, documents, and records of such organization that are necessary to verify the nature and extent of such costs. In addition, Manager agrees to make available to CCNH such information and records as CCNH may reasonably request to facilitate CCNH's compliance with the Medicare Conditions of Participation and to facilitate CCNH's substantiation of its as reasonable costs in accordance with the requirements applicable to CCNH pursuant to 42 C.F.R. Subpart D of Part 405 and Subpart C of Part 420.

- 14) Financial Affairs. This Section sets forth in more particularity certain financial matters involving CCNH and Manager:

14-1 Charges. From time to time, Manager will recommend to the Nursing Board for approval the overall rate structure of CCNH including patient room charges, charges for all ancillary services, charges for supplies, medication, and special services, and all such charges shall take into account the financial obligations of CCNH and the level of rates at other comparable facilities and the importance of providing care at a low cost, all considered in a manner most likely to achieve the Primary Goal. Consistent with the foregoing, the Champaign County Board, with the recommendation of the Nursing Board based upon the advice of Manager, shall have the exclusive authority to approve the rates and charges for services rendered by CCNH. Recognizing that a reasonable charge structure may, in certain events, fail to fully satisfy all expenses associated with the CCNH, in this connection it shall be the duty of the Champaign County Board to charge sufficient rates for services rendered by CCNH, to the extent practicable, and to utilize all other available sources of revenues other than donor restricted funds, so that sufficient CCNH revenues will be

produced to pay all expenses in connection with the ownership, operation, and maintenance of CCNH, and to pay the principal and interest on CCNH's outstanding debts, if any.

- 14-2 Reports. Manager shall keep the Nursing Board informed as to the financial status, condition, and operation of CCNH with monthly written reports.
- 14-3 Credits and Collections. Manager shall recommend to the Champaign County Board policies and procedures for a sound, feasible, and prudent credit and accounts receivable programs. Upon approval by the Champaign County Board of said program, Manager shall implement the same by taking all reasonable steps necessary to effectuate timely bills by CCNH including the issuance of invoices, statements for services rendered, and materials furnished by CCNH, the collection of accounts and monies owed to CCNH, including the referral of all legal proceedings necessary, the cost of which shall be a CCNH expense.
- 14-4 Payment of Accounts and Indebtedness. Manager shall recommend to the Nursing Board policies and procedures for a sound, feasible, and prudent accounts payable program. Upon approval by the Nursing Board of said program, Manager shall implement same by taking all necessary steps to prepare and transmit all checks, vouchers, and other documents necessary for the payment of payroll, trade accounts, amounts due on short- and long-term indebtedness, taxes, rents, and all other obligations of the CCNH.
- 14-5 Accounting and Financial Records. Manager shall establish and administer accounting procedures and controls, and systems, for the development, preparation, and safekeeping of records and books of accounting relating to the business and financial affairs of CCNH, in accord with generally accepted accounting principles.
- 14-6 Budget. Annually, Manager shall prepare and submit to the Nursing Board with subsequent submittal to the Champaign County Board in writing a capital expenditure and operating budget (the "Budget") for the Home's next fiscal year at a time specified by the Champaign County Board or its designee prior to the commencement thereof. Said budget shall set forth (a) a detailed program of capital expenditures, designating same as mandatory or desirable; (b) an estimate of operating revenues and expenses including the Management Fee; (c) an explanation of any anticipated changes in the CCNH's utilization, payroll rate, and positions, non-wage cost increases; and (d) all other factors differing significantly from the then current fiscal year. The Nursing Board and Manager shall consider the proposed budget in joint conferences, and upon approval by the Nursing Board shall be submitted to the Champaign County Board for its approval which, when approved, shall be known as the "Approved Budget." Manager shall operate the CCNH as therein provided by the "Approved Budget," so that the actual reviews, costs, and expenses of the operation and maintenance of CCNH during any applicable period of the fiscal year shall be consistent with the Approved Budget. The inclusion of any item within the Approved Budget shall constitute all necessary approval of

Champaign County Board for Manager to expend CCNH funds for the budgeted item.

14-7 Access. Champaign County Board shall have the right at all reasonable times to audit, examine, and make copies of books of account maintained by Manager applicable to CCNH. Such right may be exercised through any agent or employee designated by Champaign County Board or by an independent public accountant.

14-8 Management of the Business Office. Manager shall be responsible for providing the financial reporting to include monthly income statements and balance sheets. Manager shall be further responsible for assisting CCNH in the application of generally accepted accounting principles, for directing CCNH personnel in the application of accounting procedures, and for improving the effectiveness of CCNH's accounting methods.

15) Goals of the Board of Directors' Strategic Plan. Manager shall work to implement the goals of the current Board of Directors' strategic plan, assist the Board of Directors with updates to the existing plan, and assist the Board of Directors in the preparation of future plans.

B. Scope of Work for Compliance Program Services

Respondent will work with CCNH to continue the development and implementation of a Compliance Program. Respondent will serve as a Compliance Program resource and will be available to answer questions that may arise regarding the Compliance Program and its policies and procedures. The Compliance Program will include, but not be limited to, the following elements:

1. Written policies, procedures, and standards of conduct
2. A designated compliance officer and compliance committee
3. An effective training and education strategy
4. Effective lines of communication
5. Enforcement of standards through well-publicized disciplinary guidelines
6. Internal monitoring and auditing (to be performed by CCNH staff with Respondent guidance)
7. Prompt response to detected offenses and corrective action including self-reporting, if warranted
8. Regular review of Compliance Program
9. Updates to the Compliance Program

The Compliance Program is divided into the following seven (7) components:

1. Ongoing Assessment of Compliance Status

Respondent will work with CCNH staff to assess CCNH's current state of compliance with the nine Compliance Program Components identified above.

2. Compliance Program Document Development

Respondent will review and revise the Compliance Program document as needed. This document will be tailored to organization-specific practices.

Building on CCNH's current compliance practices, Respondent will review and revise existing Policies and Procedures (P&P), as well as develop new P&P as needed for the following Compliance Program elements:

- **Compliance officer and compliance committee**
Respondent will work with CCNH the Compliance Officer and Compliance Committee, and refine the roles of the officer and committee as needed. Respondent will also revise the method for which the compliance officer and committee will interface with and report to CCNH.
- **Conducting effective training and education**
The Compliance Program will describe CCNH's plan for compliance related training (including how often employees will be trained and on what topics, and how training is documented). Respondent will continue to work with CCNH to maintain effective and timely training and education.
- **Developing effective lines of communication**
Respondent will help CCNH maintain the communication of the program including the use of a toll-free hotline for employees, residents, and others to report potential compliance program violations.
- **Enforcing standards through well-publicized disciplinary guidelines**
Respondent will continue to review and revise CCNH's employee handbook to ensure that compliance is sufficiently addressed as an element of evaluating employees and managers. While compliance training and education are designed to prevent disciplinary action, the Compliance Program must state how non-compliance will be addressed. If additional P&P are needed, Respondent will work with staff input to develop P&P that include consequences for violating the Compliance Program and failing to detect Compliance Program violations. Corrective action may take the form of employee education. P&P will explain the range of discipline; who is responsible for taking action and how matters are handled; and that disciplinary action will be taken on an equitable basis. These

P&P will be listed in the Compliance Program document and become a part of employee training.

- **Responding promptly to detected offenses and developing corrective action**

Respondent will continue to review CCNH's P&P for handling internal investigations, and expand them in the Compliance Program document. There will be guidelines for: investigating incidents or reports of alleged non-compliance, including P&P for developing a proper corrective action plan; self-reporting overpayments; and how to document the investigation and corrective action process.

3. Development of Policies and Procedures that Target Organization-Specific Compliance Risks

Respondent will continually review CCNH's P&P against changes in Office of Inspector General (OIG) compliance guidance, prior surveys, staff input, and the results of the baseline assessment. The P&P development will focus on the compliance risks identified in the baseline assessment as well as risk areas identified by the OIG.

4. Training and Education

Respondent will continue to review and revise the training plan for CCNH which will set out training topics, frequency, and documentation requirements. In addition, Respondent will provide all necessary training programs:

5. Auditing and Monitoring

For each compliance risk area, Respondent will work with CCNH staff (management, administrative, clinical and/or billing) to review and revise existing audit tools and well as develop new audit tools as necessary to benchmark CCNH's compliance progress in each compliance risk area. Audit tools include: random sampling of records or charts; reviewing written contracts; observing clinical staff; assessing HIPAA documentation; evaluating employee training and discipline records; and reviewing compliance report complaint logs and investigative files. Audits will be conducted by CCNH personnel with direction from Respondent.

Audits will be completed by CCNH staff at measured intervals as appropriate (monthly, quarterly, annually, or bi-annually, depending on the complexity of the standard and degree of risk involved). After each audit, CCNH will create a results report to be shared with management staff. Respondent will be involved in the creation of these reports. Periodically, Respondent and CCNH staff will review these reports, identify areas needing improvement, update goals, and develop a plan to achieve these new goals. Respondent will be heavily involved in assisting CCNH in the ongoing auditing and monitoring program.

6. Updates and Improvements

Respondent will provide ongoing regulatory updates to the Compliance Program. In addition, and in connection with the annual audit, Respondent will organize an annual evaluation of the Compliance Program, specifically addressing whether:

- adequate resources are dedicated to compliance
- P&P need to be updated based on audit results
- the Compliance Program is followed by employees
- the roles of Compliance Officer and Compliance Committee need clarification or modification
- further employee education and training are needed
- the reporting mechanism is used
- disciplinary P&P are followed, applied consistently, and effective to prevent non-compliance
- audit techniques successfully identify risk areas and monitor improvements
- investigation and corrective action procedures promptly identify, minimize the effects of, and prevent further non-compliance
- the Compliance Program is sufficiently documented

The results of the evaluation will be reported to senior management along with recommendations for improving the Compliance Program in the following year.

7. Ongoing Management

The following steps shall be incorporated into the Compliance Program to ensure the continuation of an effective, successful program:

- Creating a compliance culture that compliments the organization's mission
- Training and education
- Reviewing the effectiveness of auditing and monitoring
- Assessing the Compliance Program annually
- Updating the Compliance Program based on new regulations, OIG guidance, and improvements in best practices

C. The third party management proposal shall include the following information:

1. Long-Term Care Experience

Describe in detail and provide materials pertinent to showing Respondent's experience in the long-term care industry and skilled nursing facilities, as well as any other health care related experience. Respondent shall:

- a. identify, by name and address, all nursing home facilities owned or operated by Respondent, or any member of its ownership structure, during the past ten (10) years;
- b. identify any individual shareholders, or owners of your company or entity, that own or control an interest of 5% or more in your operation. Additionally, include anyone who meets the definition of being in a position of "managerial control."
- c. provide all state and federal licensure, inspection, citation, and other regulatory compliance information related to each facility for the four (4) most recent annual surveys. When identifying the facilities owned or managed by the Respondent, or any member of its ownership structure, include whether the facility is owned or operated, and, if operated, provide full contract information for the owner. In addition, provide the name and complete contact information for at least five (5) references.

2. Public Policy Commitments

a. Service to the Indigent and Vulnerable Communities

In seeking administration and management service for the CCNH, the County has declared a policy goal of ensuring continued access to the CCNH for vulnerable communities, including, in particular, those residents whose payment source is Medicaid. Respondent shall clearly state its willingness to accept and serve Medicaid residents. Respondent must also identify any means or asset-based admission requirement at its existing facilities, as well as any such requirements it intends to impose at the CCNH (or a statement that no such requirement will be imposed). Finally, the County believes it is important that CCNH continue to accept special needs populations, including, but not limited to those described in the Clinical Program Paradigm.

b. No Displacement of Residents

Include a statement that Respondent will not displace any resident currently residing at the CCNH, except as permitted by law and the regulations of the Illinois Department of Public Health.

c. Employees

The CCNH is currently a party to two collective bargaining agreements as outlined below. The successful Respondent shall be required to work with and under the constraints of all existing representatives and collective bargaining agreements:

1. AFSCME/Council 31 AFL-CIO Local 900 – The Nursing Home Nurses’ Unit (see: <http://www.co.champaign.il.us/labor/NHnurses2010-2013.pdf>)
2. AFSCME/Council 31 AFL-CIO Local 900 – The Nursing Home (see: <http://www.co.champaign.il.us/labor/NHgenunit2010-2013.pdf>)

The liability of NH employees’ accrued benefits shall remain a CCNH expense.

E1-3 ALL PROPOSALS MUST CONTAIN AND/OR ARE SUBJECT TO THE FOLLOWING

A. DUE DILIGENCE

The proposal must specify all material conditions that such Respondent may require to consummate the contemplated transaction.

B. APPROVALS

The proposal must include a statement regarding the level of review that the transaction will require in the Respondent's organization, as well as a list of any corporate, regulatory or third-party approvals, including the approvals of any existing lenders, required to consummate the contemplated transaction and the timing to obtain such approvals.

C. ADVISORS AND CONTACTS

The proposal should include in the initial proposal a list of the names and respective functions of any advisors the Respondent has engaged, or would plan to engage in connection with the transaction and the names, phone numbers, e-mail addresses and fax numbers of the parties that the Respondent wishes to designate to answer any questions regarding the proposal.

D. CONFLICTS OF INTEREST AND/OR POTENTIAL CONFLICTS OF INTEREST

1. Relationships with Third Parties

Each Respondent is charged with the continuing duty to disclose to the County the existence of any interests it may have, contractual or otherwise, ongoing or previous, with any companies or individuals with whom Champaign County does business with respect to the services required by this RFP. This duty continues for so long as the Respondent maintains a contract or lease with the County.

2. Relationships with County Departments/Agencies/Employees

Entities doing business with the County are charged with the continuing duty to disclose to the County the existence of any interests it may have, contractual or otherwise, ongoing or previous, with any County department, agency or employee. This duty continues for so long as the Respondent maintains a contract or lease with the County.

E. ADDITIONAL INFORMATION

Each Respondent must specify all material conditions that such Respondent may require to consummate the contemplated transaction. In addition, the Respondent should incorporate the Respondent's definition of success for the management of CCNH and ideas for new services at CCNH based on the Respondent's experience.

E1-4 MAINTENANCE AND INSPECTION

1. The Respondent shall be required to maintain the physical CCNH premises, including the site, building, building systems, and all equipment, fixtures, and appurtenances furnished by the County, in good repair and condition so that they are suitable in appearance and capable of supplying such heat, air conditioning, light ventilation, safety systems, access, and other services to the premises, without reasonably preventable or recurring disruption.

The County, upon reasonable prior notice to the successful Respondent shall be permitted access to the premises and associated maintenance records to ensure the site, building and associated systems are being maintained as above.

E1- 5 COST PROPOSAL

Respondents may propose a fixed monthly management fee or a percentage (%) of revenue.

Detail the fee structure for the Proposal. Provide hourly rates and reimbursable costs if not included in the lump sum.

Provide any other relevant information that will assist the County in evaluating your Proposal.

E1-6 ALTERNATIVES

Respondent may include in its Proposal items not specified in this RFP, which it would consider pertinent. All such alternatives must be listed separately from the Proposal and the cost thereof must be separate and itemized.

E1-7 INDEMNIFICATION

The successful Respondent shall defend, indemnify, and save harmless the County, its employees and agents, from and against all claims, damages, losses, and expenses (including without limitations, reasonable attorneys' fees) arising out of, or in consequence of, any negligent or intentional act or omission of the successful Respondent, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses and expenses.

E1-8 REMEDY FOR BREACH

In the event of a breach by Respondent, Respondent shall pay to the County all direct and consequential damages caused by such breach, including, but not limited to, all sums expended by the County to procure a substitute contractor to satisfactorily complete the contract work, together with the County's own costs incurred in procuring a substitute contractor.

E1-9 CASH DISCOUNT

Cash discounts may be offered by a Respondent for prompt payment of bills, but such cash discounts will not be taken into consideration in determining the low Respondent.

For purposes of any applicable cash discount, the payment date shall be calculated from the receipt of invoice or final acceptance of the goods, whichever is later.

E1-10 PRIVACY OF PERSONAL HEALTH INFORMATION

In order to comply with the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA), the CONTRACTOR, (deemed a BUSINESS ASSOCIATE as defined at 45 CFR § 164.501), its employees, administrators and agents shall not use or disclose Protected Health Information (PHI), (as defined in 45 CFR § 164.501) other than as permitted or required by this AGREEMENT with the COUNTY (deemed a HYBID ENTITY as defined at 45 CFR § 164.504) or as Required By Law (as defined in 45 CFR § 164.501). The CONTRACTOR shall maintain compliance with all U.S. Department of Health and Human Services, Office for Civil Rights, policies, procedures, rules and regulations applicable in the context of this AGREEMENT.

OBLIGATIONS, ACTIVITIES AND PERMITTED USES AND DISCLOSURES

a. Except as otherwise limited in this AGREEMENT, the CONTRACTOR may use PHI for the proper management and administration of the CONTRACTOR, to perform functions, activities, or services for, or on behalf of, COUNTY as specified in the Scope of Services contained in this AGREEMENT or to carry out the legal responsibilities of the CONTRACTOR as required by the Scope of Services, provided that such use or disclosure would not violate the Privacy Rule (as defined in 45 CFR Part 160 and Part 164, subparts A and E) if done by the COUNTY or the minimum necessary policies and procedures of the COUNTY. Except as otherwise limited in this AGREEMENT, the CONTRACTOR may disclose PHI for the proper management and administration of the CONTRACTOR and to perform functions, activities or services for, or on behalf of COUNTY as specified in the Scope of Services of this AGREEMENT, provided such disclosures are Required By Law or reasonable assurances are obtained that the information will remain confidential, be used or disclosed solely for the purpose it was disclosed or as Required By Law, and that any violation of such confidentiality will be reported to CONTRACTOR.

b. The CONTRACTOR agrees to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided by this AGREEMENT, and, upon knowledge of a violation, to mitigate any known harmful effects of such a disclosure. The CONTRACTOR shall immediately report to the COUNTY any use or disclosure of PHI not provided by this AGREEMENT of which it becomes aware. The CONTRACTOR shall ensure any agents and subcontractors of the CONTRACTOR to the extent allowed by this AGREEMENT, to whom PHI is supplied, created, used or maintained on behalf of the COUNTY, shall be bound by the requirements of this Article.

c. The CONTRACTOR shall provide access to PHI in a designated record set in accordance with 45 CFR § 164.524. The CONTRACTOR shall make any amendments to PHI in a designated record set that the COUNTY directs or agrees to in accordance with 45 CFR § 164.526. The CONTRACTOR shall make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528.

d. The CONTRACTOR shall make internal practices, books, records, including policies and procedures on PHI received from, or created or received by the CONTRACTOR on behalf of the

COUNTY available to the Secretary of the Department of Health and Human Services or his designee for the purposes of determining the CONTRACTOR's compliance with this Article.

TERMINATION

a. Upon the COUNTY'S knowledge of a breach or violation of this Article by the CONTRACTOR, the COUNTY, pursuant to 45 CFR § 164.504(e)(2)(iii), may terminate the AGREEMENT if it determines that such a breach violated a material term of this Article. Notwithstanding that, the COUNTY may provide an opportunity for the CONTRACTOR to cure the breach or end the violation within a time set by the COUNTY and, if cure is not possible or does not occur within the time limit, immediately terminate the AGREEMENT without penalty. If neither termination nor cure is feasible, the COUNTY shall report the violation to the Secretary.

b. Upon termination of this AGREEMENT, if feasible, the CONTRACTOR, shall return or destroy all PHI received from, or created or received by the CONTRACTOR on behalf of the COUNTY that the CONTRACTOR still maintains in any form and retain no copies of such information, or, if such return or destruction is not feasible, extend the protections of this AGREEMENT to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible.

E1-11 INTERPRETATION

In the event of any discrepancy, disagreement or ambiguity among the documents which comprise this RFP, and/or, the Agreement (between the County and the successful proposer) and its incorporated documents, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement or ambiguity: 1) the Agreement; 2) the RFP; 3) the Contractor's proposal.

EXHIBIT 2

SCHEDULE OF PROFESSIONAL FEES AND EXPENSES (2014 – 2017)

EXHIBIT 3

RESPONDENT PROFILE INFORMATION

Submit a completed company profile information sheet for prime, each joint venture partner and subcontractor, as applicable.

- (1) Legal Name of Business Entity:
- (2) Doing Business under Other Company Name(s)?
If yes, Name(s) of Company(ies):
- (3) Headquarters Address:
- (4) City, State, Zip Code:
- (5) Web Site Address:
- (6) Proposed Role: Prime Subcontractor/Subconsultant Joint Venture Partner
 Supplier or Other:
- (7) Number of Years in Business:
- (8) Total Number of Employees:
- (9) Total Annual Revenues separated by last 3 full fiscal years:
- (10) Major Products and/or Services Offered:
- (11) Other Products and/or Services:
- (12) Briefly describe your firm's strategy for providing management service solutions for a client:
- (13) Briefly describe your firm's experience in Nursing Home Management Services for clients:

EXHIBIT 4

RESPONDENT REFERENCES/CLIENT PROFILE INFORMATION

Submit a completed client profile information sheet for each company reference. Provide a minimum of 3 references.

- (1) Client Name:
- (2) Address:
- (3) City, State, Zip Code:
- (4) Project Manager:
- (5) Telephone Number:
- (6) E-mail:
- (7) Number of Employees in Client Organization:
- (8) Project Scope of Services/Goals:
- (9) Contract Award Date: Completion Date:
- (10) Initial Contract Amount: \$ Final Contract Amount: \$
- (11) Describe how the client's goals were met. Describe the Management Services offered and implemented. Attach additional pages, as necessary.
- (12) Discuss significant obstacles to providing the required services and how those obstacles were overcome:
- (13) Is the client still utilizing the your Management Services?
- (14) What was the cost/financing structure of the contract?

Appendix A

Information relating to the Champaign County Nursing Home (CCNH):

- CCNH Website: <http://www.co.champaign.il.us/ccnh> - This site provides general information on the CCNH. On the left-hand side of the web page, the “Nursing Home Menu” provides links to the following:
 - Mission and Promises: <http://www.co.champaign.il.us/ccnh/goals.htm>
 - Contact Info: <http://www.co.champaign.il.us/ccnh/contacts.htm>
 - Nursing Home Rates: <http://www.co.champaign.il.us/ccnh/rates.htm>
 - Adult Day Care: <http://www.co.champaign.il.us/ccnh/adcfqa.htm>
 - Activities and Volunteer Opportunities: <http://www.co.champaign.il.us/ccnh/adcfqa.htm>
 - Nursing Home Auxiliary: <http://www.co.champaign.il.us/ccnh/ccnhauxiliary.htm>
 - Important Client Information: <http://www.co.champaign.il.us/ccnh/news.htm>
 - Compliance Program: <http://www.co.champaign.il.us/ccnh/complianceprogram.pdf>
 - Inside the Home: Provides a few pictures of the Nursing Home facility - <http://www.co.champaign.il.us/ccnh/inside.htm>
 - Jobs at the Nursing Home: <http://www.co.champaign.il.us/ccnh/emplopps.htm>
 - Position Descriptions: <http://www.co.champaign.il.us/descript/ccnhpd.htm#posdes>
 - Nursing Home Board of Directors (BOD): <http://www.co.champaign.il.us/ccnh/BoD.htm>, this page has links to the following and other information on the BOD:
 - BOD Meetings, Agendas, and Minutes Page: <http://www.co.champaign.il.us/COUNTYBD/nhagenda.htm#nh>
 - BOD Bylaws: <http://www.co.champaign.il.us/ccnh/BoDbylaws2008.pdf>
 - BOD Policy Book: <http://www.co.champaign.il.us/ccnh/BoDpolicy2008.pdf>
 - BOD Appointments Page: <http://www.co.champaign.il.us/countybd/appointments/ccnhdirapp.htm#ccnhdir>
 - BOD Agendas: <http://www.co.champaign.il.us/COUNTYBD/nhagenda.htm#nh> – a direct link to the BOD Meetings, Agendas, and Minutes Page. The agenda packets contain management reports (statistical and financial) and updates; compliance program updates; summaries of strategic objectives; and budget information.
 - Freedom of Information Act: <http://www.co.champaign.il.us/foia> - provides compliance information and information links.
- CCNH Labor Contracts:
 - Nursing Home General Bargaining Unit: <http://www.co.champaign.il.us/labor/NHgenunit2010-2013.pdf>
 - Nursing Home Nurses Unit: <http://www.co.champaign.il.us/labor/NHnurses2010-2013.pdf>

- CCNH 2014 Budget Documents
 - Nursing Home Fund Summary:
<http://www.co.champaign.il.us/countybd/2014budget/final/pages/081-000.pdf>
 - Administration: <http://www.co.champaign.il.us/countybd/2014budget.htm>
 - Environmental Services:
<http://www.co.champaign.il.us/countybd/2014budget/final/pages/081-415.pdf>
 - Laundry Services: <http://www.co.champaign.il.us/countybd/2014budget/final/pages/081-420.pdf>
 - Maintenance: <http://www.co.champaign.il.us/countybd/2014budget/final/pages/081-425.pdf>
 - Medical Services: <http://www.co.champaign.il.us/countybd/2014budget/final/pages/081-430.pdf>
 - Activities: <http://www.co.champaign.il.us/countybd/2014budget/final/pages/081-440.pdf>
 - Social Services: <http://www.co.champaign.il.us/countybd/2014budget/final/pages/081-441.pdf>
 - Medical Services – Physical Therapy:
<http://www.co.champaign.il.us/countybd/2014budget/final/pages/081-445.pdf>
 - Medical Services – Occupational Therapy:
<http://www.co.champaign.il.us/countybd/2014budget/final/pages/081-446.pdf>
 - Respiratory Therapy:
<http://www.co.champaign.il.us/countybd/2014budget/final/pages/081-447.pdf>
 - Medical Services – Speech Therapy:
<http://www.co.champaign.il.us/countybd/2014budget/final/pages/081-448.pdf>
 - Dietary: <http://www.co.champaign.il.us/countybd/2014budget/final/pages/081-450.pdf>
 - Activities – Beauty Shop:
<http://www.co.champaign.il.us/countybd/2014budget/final/pages/081-455.pdf>
 - Adult Day Care: <http://www.co.champaign.il.us/countybd/2014budget/final/pages/081-460.pdf>
 - Medical Services – Alzheimer's:
<http://www.co.champaign.il.us/countybd/2014budget/final/pages/081-462.pdf>
- CCNH Continuing Strategic Objectives – September 2013:
<http://www.co.champaign.il.us/COUNTYBD/nh/2013/130909handout.pdf>
- Strengths, Weaknesses, Opportunities, and Threats (SWOT) Analysis: Strategic Planning Session, July 29, 2013