Notice of Request for Proposal
HEDIS Services
RFP-GCHP082515

Ventura County Medi-Cal Managed Care Commission
(VCMMCC)

Gold Coast Health Plan
Procurement Department
711 East Daily Drive Suite 106
Camarillo, CA. 93010-6082
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A. Purpose, Description of Services and Background

1. Purpose

The Ventura County Medi-Cal Managed Care Commission (VCMCC) dba Gold Coast Health Plan (GCHP) is seeking to establish a service agreement with a company which has obtained, and will maintain during the term of the agreement, a National Committee for Quality Assurance (NCQA) certification to provide support services and/or software license(s) to enable HEDIS® reporting. GCHP, as the Medi-Cal Managed Health Care Plan (MCP) in Ventura County, is required by the Department of Health Care Services (DHCS) to report HEDIS® performance measures of quality, access, and utilization on an annual basis. Contractors must address all of the services and requirements described in this Request for Proposal (RFP).

GCHP intends to make a single Contract award to the most responsive and responsible firm earning the highest score. Cost will be a factor in the selection of the Contractor, but the selected Contractor will be the firm achieving the highest total score in this RFP.

It is important that the selected Contractor have the capability to meet the current needs of GCHP and meet future needs as they are identified.

At a minimum, the Contractor must meet the following criteria (not in priority order):

1.1 Demonstrated knowledge and experience in HEDIS reporting.
1.2 Demonstrated experience in medical record retrieval and abstraction.
1.3 Demonstrated successful experience with HEDIS audit protocols and procedures.
1.4 Experience in government healthcare programs, specifically Medi-Cal.
1.5 Meet all current federal regulations for reporting in compliance with the Health Information Portability and Accountability Act (HIPAA).
1.6 Make Privacy and Security of all data a high priority and comply with all federal and State Privacy and Security requirements.

2. Description of Services

It is critical that interested Contractors carefully read, analyze, and understand all sections and provisions of the RFP.

The following requirements are key elements to the success of the project:

i. Calculate all Medicaid specific HEDIS® administrative rates.
ii. Calculate specific HEDIS® administrative rates at a provider level.
iii. Data integration, data warehouse and measure repository and source code development for rate calculation using software with certified measures.
iv. Design algorithms/source code for calculations of non-HEDIS® measures that may be requested by the Department of Health Care Services (DHCS).
v. Provide testing activities to analyze variances and validate changes in data.
vi. Provide standard interface specifications for input into the vendors HEDIS® software.
vii. Provide a data audit tool with reporting capabilities that health plan and vendor can use to validate data complies with standard interface specifications and identify missing data elements.

viii. Provide process to prevent count of duplicate records.

ix. Explain hierarchy for loading data and counting compliant hits from claims/encounter, medical record and supplemental data.

x. A sampling module and medical records chase module for the hybrid methodology chart review process.

xi. Method/logic used to chase records.

xii. Apply NCQA sampling methodology.

xiii. Stratification method/logic for displaying products (e.g. Medicaid, SPD, Non-SPD).

xiv. A mechanism to provide HEDIS® reports and detailed data drill downs for analysis, audits, intervention support, and other data analysis features.

xv. Ability to generate provider report cards in different formats (e.g. Excel, Word, PDF).

xvi. A mechanism which allows providers and other users to gather hybrid data from medical records in locations and subsequently submit to synchronize with administrative data.

xvii. Ability to provide training to GCHP clinical staff so they are able to perform chart retrieval and reviews independently, utilizing bidder’s medical record abstraction tools.

xviii. Ability to utilize HEDIS® software to independently perform chart retrieval.

xix. Ability to utilize HEDIS® software to perform over reads of vendor’s and internal staff’s abstractions.

xx. Ability to customize HEDIS® reporting templates.

xxi. Ability to provide GCHP with final performance measures by June of each year. These measures will be validated by an External Quality Review Organization (EQRO) as required by DHCS.

xxii. Ability to load measure rates into IDSS format.

xxiii. Online portal that provides access to training material, resources, project dashboard, scheduled meetings, SFTP site for file transfers.

xxiv. Ability to integrate and identify supplemental data.

xxv. Amount of project management time allocated to client per month.

xxvi. Provide data warehouse and measure repository maintenance.

xxvii. Assistance with loading data files into measure repository and data refresh for measure reporting.

xxviii. Explain process of what tests/checks are performed to validate the accuracy and completeness of measure-specific rates, measure-specific denominators, and member month calculations.

xxix. Security measure repository data warehouse including back-up, data-access authorization, and physical security.

xxx. Provide ability for health plan to provide mapping of non-standard to standard codes.

xxxi. MRR tools displays compliance by administrative versus medical record review.

3. Background

Gold Coast Health Plan is an independent public entity created by County Ordinance and authorized through Federal Legislation; however, Gold Coast Health Plan is not a county agency. The Ventura County Board of Supervisors approved implementation of a County Organized Health System (COHS) model, transitioning from fee-for-service Medi-Cal to managed care, on June 2, 2009. The purpose of Gold Coast Health Plan is to serve Medi-Cal beneficiaries, enhance the quality of healthcare, provide greater access, improve service and provide choice.
Gold Coast Health Plan proudly serves more than 189,000 Medi-Cal beneficiaries living in Ventura County, Calif. We are an independent public entity governed by the Ventura County Medi-Cal Managed Care Commission and are dedicated to serving our members. The commission is comprised of locally elected officials, Providers, hospitals, clinics, the county healthcare agency and consumer advocates. Our Member-first focus centers on the delivery of exceptional service to our beneficiaries by enhancing the quality of healthcare, providing greater access and improving member choice.

From its inception, Medi-Cal has experienced increasing program costs, primarily as a result of spiraling growth in the caseload, utilization of service, and hospital costs. A Medi-Cal Reform Plan was enacted by statute in October 1971 (Chapter 577, Statutes of 1971) with the objective of developing an equitable statewide eligibility system, a uniform schedule of benefits for eligible’s within a strong system of utilization and quality controls, and an improved system of health care delivery and health care financing for the program.

Modifications to the program are continually occurring because of federal and State legislation, departmental regulations, and other efforts to improve the program. Contractors should be aware that Contractor responsibility will include the planned and orderly implementation of the applicable provisions of all state and federal legislation and regulations whenever they may occur within the life of the contract.

B. Time Schedule

Below is the tentative time schedule for this procurement.

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
<th>Time (If applicable)</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP Released</td>
<td>10/02/15</td>
<td></td>
</tr>
<tr>
<td>Intent to Bid Notification Due By</td>
<td>10/05/15</td>
<td>5:00 pm PDT</td>
</tr>
<tr>
<td>RFP Review Conference Call</td>
<td>10/07/15</td>
<td>10:00 am PDT</td>
</tr>
<tr>
<td>Questions Due</td>
<td>10/12/15</td>
<td></td>
</tr>
<tr>
<td>Proposal Due Date</td>
<td>11/02/15</td>
<td>10:00 am PDT</td>
</tr>
<tr>
<td>Short List Established and Contractual Discussions Begin</td>
<td>On or before 11/30/15</td>
<td></td>
</tr>
</tbody>
</table>

C. Intent to Bid

1. Prospective Contractors are asked to notify the Procurement Lead (buyer) of this RFP of either their intention to submit a Proposal or to indicate the reason(s) for not submitting a Proposal. Failure to notify your Intent will not affect the acceptance of any Proposal.

2. Submitting your Intent to Bid See Attachment 8. Complete the form provided; submit the Letter of Intent to Bid by the date listed in section B “Time Schedule” by e-mailing it to: procurement@goldchp.org. Upon receipt of your completed and signed Intent to Bid, you will be given the conference call information for the RFP Review Conference Call listed in section B “Time Schedule”.

D. Bid Response

Prospective Contractors are asked to submit to the Procurement Lead (buyer) of this RFP, their Proposal by the date listed in section B “Time Schedule” by E-mailing their response to: procurement@goldchp.org
E. **Contract Term**

The term of the resulting agreement is expected to be three years from contract execution. GCHP may extend the Contract. The Contract may be extended based on a term that is agreed to by both parties. Contract extensions are subject to satisfactory performance of Service Order Requirements, funding availability, and possibly approval by the Ventura County Medi-Cal Managed Care Commission (VCMMCC).

The agreement term may change if GCHP makes an award earlier than expected or if GCHP cannot execute the agreement in a timely manner due to unforeseen delays.

The resulting Contract will be of no force or effect until it is signed by both parties and approved by GCHP, if required. The Contractor is hereby advised not to commence performance until all approvals have been obtained. Should performance commence before all approvals are obtained, said services may be considered to have been volunteered if all approvals have not been obtained.

F. **Contractor Questions**

Immediately notify GCHP if clarification is needed regarding the services sought or questions arise about the RFP and/or its accompanying materials, instructions, or requirements. E-mail your questions to the Procurement Lead (buyer) immediately. At its discretion, GCHP reserves the right to contact an inquirer to seek clarification of any inquiry received.

Contractors that fail to report a known or suspected problem with the RFP and/or its accompanying materials or fail to seek clarification and/or correction of the RFP and/or its accompanying materials shall submit a Proposal at their own risk. In addition, if awarded the Contract, the successful Contractor shall not be entitled to additional compensation for any additional work caused by such problem, including any ambiguity, conflict, discrepancy, omission, or error.

Following the question submission deadline, GCHP will summarize all general questions and issues raised and e-mail the summary and responses to all persons who requested this RFP. Responses will be released as soon as possible.

1. **Question Deadline**

   Contractors are encouraged to submit inquiries about this RFP to GCHP no later than **5:00 pm PDT on 10/12/2015**. At its discretion, GCHP may contact an inquirer to seek clarification of any inquiry received.

   Notwithstanding the initial question submission deadline, GCHP will accept questions or inquiries about the following issues if such inquiries are received prior to the Proposal submission deadline:

   - The reporting of RFP errors or irregularities.

2. **How to Submit Questions**

   The preferred method for submitting RFP inquiries is that you e-mail the designated Procurement Lead (E-mail: procurement@goldchp.org)

3. **Verbal Questions**

   Verbal inquiries are discouraged. GCHP reserves the right not to accept or respond to verbal inquiries. **Spontaneous verbal remarks provided in response to verbal inquiries are unofficial and are not binding on GCHP unless later confirmed in writing.**
No inference should be drawn from any questions to which GCHP does not respond in writing.

G. Service Order Requirements

Reference Exhibit A of the Professional Services Agreement entitled, “Service Order”. This document will contain a detailed description of the services and work to be performed as a result of this procurement. This form is considered a working document and during this process, it should be modified by you based on your recommended solution. A draft of the Service Order for this specific procurement is attached as Attachment 2 to this RFP.

H. Qualification Requirements

Failure to meet the following requirements by the proposal submission deadline will be grounds for GCHP to deem a Contractor nonresponsive. Evaluators may choose not to thoroughly review or score Proposals that fail to meet these requirements. If the Contractor is a subsidiary of another business entity and the Proposal relies in part on the business experience of the entity, these requirements of the RFP shall apply to the other business entity as well. A Contractor may demonstrate the requisite qualifications through the combined qualifications of the Contractor and its subcontractors (including consultants) qualifications. The subcontractor(s) and consultant(s) are responsible for meeting the overall requirements of the RFP along with the requirements for each of those areas of responsibility. In submitting a Proposal, each Contractor must certify and prove that it possesses the following qualification requirements.

At least three (3) consecutive years of experience of the type(s) listed below. All experience must have occurred within the past five (5) years from the date of release of this RFP. It is possible to attain the experience types listed below during the same time period. Contractors must have the following experience:

1. Contractor Experience:

Describe experience and knowledge that qualifies the proposer to undertake this project. At a minimum, demonstrate the proposer possesses:

1.1. Knowledge and experience in HEDIS reporting.
1.2. Knowledge and experience in HEDIS audit protocols and procedures

2. Contractors must certify they have read and are willing to comply with all proposed terms and conditions addressed in the RFP including the terms appearing in the referenced Contract exhibits.
3. Corporations must certify they are in good standing and qualified to conduct business in California.
4. Contractors must have a past record of sound business integrity and a history of being responsive to past Contractual obligations.
5. Contractors must certify they are financially stable, solvent and have adequate cash reserves to meet all financial obligations while awaiting reimbursement from GCHP. If the Contractor is a subsidiary of a corporation, the corporation must provide financial guaranty executed by a dually authorized officer of that corporation.
6. Contractors must certify their Proposal response is not in violation of Public Contract Code (PCC) Section 10365.5 and, if applicable, must identify previous consultant services Contracts that are related in any manner to the services, goods, or supplies being acquired in this solicitation.

   6.1 PCC Section 10365.5 generally prohibits a person, firm, or subsidiary thereof that has been awarded a consulting services Contract from submitting a bid for and/or being awarded an agreement for, the provision of services, procurement of goods or supplies, or any other related action that is required, suggested, or otherwise deemed appropriate in the end product of a consulting services Contract.

   6.2 PCC Section 10365.5 does not apply to any person, firm, or subsidiary thereof that is awarded a subcontract of a consulting services agreement that totals no more than 10 percent of the total monetary value of the consulting services agreement. Consultants and employees of a firm that provides consulting advice under an original consulting Contract are not prohibited from providing services as employees of another firm on a follow-on Contract, unless the persons are named Contracting parties or named parties in a subcontract of the original Contract.

   6.3 PCC Section 10365.5 does not distinguish between intentional, negligent, and/or inadvertent violations. A violation could result in disqualification from bidding, a void Contract, and/or imposition of criminal penalties.

7. The winning Contractor must supply, before Contract execution, proof of liability insurance that meets the requirements set forth in the Professional Services Agreement, Attachment 1.

8. Contractors must certify and submit proof that no prohibited conflict of interest exists. Detailed requirements are outlined in Attachment 5 Conflict of Interest Compliance.

I. Conflict of Interest

The purpose of this section is to clarify Gold Coast Health Plan's (GCHP) position on potential conflicts of interest which may arise when Contractors perform work for GCHP relating to potential design-build projects.

Organizational conflicts of interest can occur when, because of existing or planned activities or because of relationships with other persons, the Contractors is unable or potentially unable to render impartial assistance or advise GCHP; the Contractor's objectivity in performing the contract work is or might be otherwise impaired; or the Contractor has an unfair competitive advantage. The policies and guidelines concerning the conflicts of interest found herein will be specified or referenced in the design-build Request for Proposal documents as well as any contract for the engineering services, inspection, or technical support in the administration of the design-build Program or Projects.

A conflict of interest checklist will be provided to and is to be used by all Contractors, including sub-consultants, to assist in screening for potential organizational conflicts of interest. The checklist, which will provide various examples of conflicts, is for the internal use of the Contractors and does not need to be submitted to the Department. The checklist will only serve as a guide, and there may be additional potential conflict situations not
covered by the checklist. If a Contractor determines a potential conflict of interest exists that is not covered by the checklist, that potential conflict must still be disclosed.

After review of the checklist, the Contractor must complete & sign the Disclosure of Potential Conflict of Interest and submit it along with the proposer’s proposal. If the Contractor determines a potential conflict of interest exists, it must disclose the potential conflict of interest to GCHP; however, such a disclosure will not necessarily disqualify a Contractor from being awarded a contract. The Contractor shall propose measures to avoid, neutralize or mitigate all potential conflicts. To avoid any unfair taint of the selection process, the disclosure form will be provided separate from the bound proposal, and it will not be provided to the sourcing team members. GCHP’s contract management personnel will review the disclosure and the appropriateness of the proposed mitigation measures to determine if the Contractor may be awarded the contract notwithstanding the potential conflict. GCHP’s contract management personnel may consult with its Legal Resource or the Ventura County Medi-Cal Managed Care Commission (VCMCC).

Resolution of the conflict of interest issues is ultimately at the sole discretion of the GCHP. GCHP reserves the right to cancel or amend the resulting contract if the successful Contractor failed to disclose a potential conflict, which it knew or should have known about, or if the Contractor provided information on the disclosure form that is false or misleading. After award, conflict of interest guidelines and policies shall continue to be monitored and enforced. If an organizational conflict of interest is discovered after award, the Contractor will make an immediate and full written disclosure to GCHP that includes a description of the action that the Contractor has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist and the Contractor was aware of an organizational conflict of interest prior to award of the contract and did not disclose the conflict, GCHP may terminate for default. If the Contractor is terminated, GCHP assumes no obligations, responsibilities and liabilities to reimburse all or part of the costs incurred or alleged to have been incurred by the Contractor. GCHP recognizes that the Contractors must maintain business relations with other public and private sector entities in order to continue as viable businesses. GCHP will take this reality into account as it evaluates the appropriateness of proposed measures to mitigate potential conflicts. It is not the intent of GCHP to disqualify Contractors based merely on the existence of a business relationship with another entity, but rather only when such relationship causes a conflict that potentially impairs the Contractor’s ability to provide objective advice to GCHP. GCHP would seek to disqualify Contractors only in those cases where a potential conflict cannot be adequately mitigated.

Based upon the guidance of State and Federal laws, codes, regulations and policies, the following approach to conflict of interest will apply:

Contractors will NOT be allowed to participate or to join a design-build team if:

1.1 The Contractor is GCHP’s general consultant to the design-build of the Service Order.
1.2 The Contractor has assisted GCHP in managing or assisting in the management of this design-build project, including the preparation of Request for Proposal (RFP) language or evaluation criteria.
1.3 The Contractor has obtained any advice from, or discussed any aspect relating to the project or procurement of the project with any person or entity with a conflict of interest, including but not limited to the Contractor of any entity who have provided technical support on the design-build project or program.
Contractors who may have potential conflicts of interest in relation to the design-build program or project and wish to participate or join a design-build team must:

2.1 Conform to federal and state conflict of interest rules and regulations.
2.2 Disclose all relevant facts relating to past, present or planned interest(s) of the Contractor’s team (including the Contractor, Contractor’s proposed consultants, and sub-consultants and or subcontractors and their respective chief executives, directors and key personnel) which may result, or could be viewed as an organizational conflict of interest in connection with any design-build procurement including present or planned contractual or employment relationships with any current employee of GCHP.
2.3 Disclose in the response documents to a design-build Request for Qualifications (RFQ) and RFP, all of the work performed in relation to the design-build program and project.
2.4 Provide ALL records of such work performed for GCHP so that all information can be evaluated and made available to all potential design-build teams, if necessary.
2.5 Ensure that the Consultant’s contract with any related entity to perform services related to the design build project or program has expired or has been terminated.
2.6 In cases where Consultants on different Consultant teams belong to the same parent company, each Consultant describes how the Sub-consultants and or subcontractors would avoid conflicts through the qualification bid phases of the project.

Upon review of the information provided above, GCHP will determine, in its sole discretion, if the consultant has obtained an unfair competitive advantage.

3.1 For other potential conflicts of interest not mentioned above, (e.g. employee changing companies, merger/acquisitions of firms, property ownership, business arrangements, financial interest) Consultants shall disclose and address any conflicts of interest or potential conflicts of interest when participating as a Contractor or joining a design-build team. GCHP will then determine if a conflict of interest exists.
3.2 The successful Contractor or firms affiliated with this Contractor are prohibited from competing on any agreement to provide professional services for the design-build project. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise. Except for sub-consultants whose services are limited to providing surveying or material testing information, no sub-consultants who provided design services in connection with the design-build project shall be eligible to compete for any agreement to provide construction inspection services for the design-build project.

J. Company Information

1.1 Contractor Capability
Include a brief history of the proposing firm, including:
1.1.1 Date of establishment. If applicable, explain any changes in business history (i.e., name change, ownership, partnership arrangements, etc.) or organizational structure that will assist GCHP in determining the qualifications of the proposing firm.
1.1.2 A description of the proposing firm’s goals that are relevant, closely related, or will complement this project.
1.1.3 Indicate any relevant past experience with Medi-Cal, Medicare, and/or other health payers.
1.2 Describe recent experience that qualifies the proposing firm to undertake this project. At a minimum, demonstrate the proposing firm possesses current experience of the types listed in this section.

1.3 Briefly, describe the accounts or work projects begun and/or completed in the past three (3) years that involved services similar in nature or closely related to the Service Order Requirements in this RFP. For each account or project listed, include the following information:

1.4.1 Name of agency or firm for whom services were performed.
1.4.2 Duration or length of the project.
1.4.3 Total cost or value of the project.
1.4.4 Indicate if the account or project is “active/open” or “closed/settled”.
1.4.5 Describe briefly the type and nature of the services performed.

1.4 Briefly describe any experience that demonstrates the proposing firm’s ability to establish and maintain effective working relationships with government entities, local community based organizations, and private nonprofit organizations.

1.5 By submitting a proposal, Contractors agree to authorize GCHP to:

1.5.1 Verify any and all claims made by the Contractor including, but not limited to verification of prior experience and the possession of other qualification requirements, and proposed system details.
1.5.2 Check any reference identified by a Contractor or other resources known by GCHP to confirm the Contractor’s business integrity and history of providing effective, efficient and timely services.

2. Financial Stability Management

In order to safeguard the interest of GCHP and in order to insure that a Contractor has the financial wherewithal to conduct this Contract, the Contractor shall supply the following information, as appropriate:

Contractors shall submit a Financial Stability Plan incorporating the following data discussed in items 2.1.1 and 2.1.2, below, for the past two (2) corporate fiscal years of the Contractor and the interim period from the end of the last full fiscal year up to and including the date specified for submission of Narrative Technical Proposals.

If the Contractor is a subsidiary of any other legal entity and the financial resources of the Parent Corporation are required to qualify the subsidiary for competition under this procurement, the financial stability submission requirements for this section shall apply to the Parent Corporation.

2.1 **Audited statements are preferred, but not required.** GCHP will accept financial statements prepared by your financial accounting department, accounting firm or an auditing firm. GCHP will accept financial:

2.1.1 Contractor’s annual financial statements for the last two (2) fiscal years.
2.1.2 Contractors must include an organization history of claims of bankruptcy, receivership, questioned cost, repayment of funds, failure to fulfill contract and criminal or civil legal actions that name the organization or administrative/ supervisory staff that have occurred during the past five (5) years. If you supply audited financial statements, all noted audit exceptions must be explained.
2.2 Certification
All financial data submitted in this RFP shall be accompanied by a signed statement from the Contractor or parent corporation(s) Chief Executive Officer or Chief Financial Officer or designee certifying that the data is current, accurate, and complete.

K. Corrections

In addition to the rights discussed elsewhere in this RFP, GCHP reserves the following rights.

RFP Corrections:

1. GCHP reserves the right to do any of the following up to the Proposal submission deadline:
   1.1 Modify any date or deadline appearing in this RFP or the RFP Time Schedule.
   1.2 Issue clarification notices, addenda, alternate RFP instructions, forms, etc.
   1.3 Waive any RFP requirement or instruction for all Contractors if GCHP determines that the requirement or instruction was unnecessary, erroneous or unreasonable.
   1.4 Allow Contractors to submit questions about any RFP change, correction or addenda. If GCHP allows such questions, specific instructions will appear in the cover letter accompanying the document.

2. If deemed necessary by GCHP to remedy an RFP error or defect that is not detected in a timely manner, GCHP may also issue correction notices or waive any unnecessary, erroneous, or unreasonable RFP requirement or instruction after the Proposal submission deadline.

3. If GCHP decides, just before or on the Proposal due date, to extend the submission deadline, GCHP may choose to notify potential Contractors of the extension by fax, email, or by telephone. GCHP will follow-up any verbal notice in writing by fax, email, or by mail.

L. Business and Technical Requirements

Attached are the qualitative business and technical requirements of this RFP. Please provide a detailed response to each of these requirements in the attached document and return with your proposal.

GCHP_RFP_Question.xlsx
M. Contract Terms and Conditions

Attachment 1 to this RFP is GCHP’s Professional Services Agreement. Please review this agreement and if you cannot accept these terms and conditions please note the specific area(s) where you have concerns and recommend alternative wording that you would like considered with your proposal response.

Attachment 2 to this RFP is a draft of the HEDIS Service Order. Please update this working draft and submit with your proposal response.

Attachment 3 to this RFP is the GCHP Business Associate Agreement. Please review this agreement and if you cannot accept these terms and conditions please note the specific area(s) where you have concerns and recommend alternative wording that you would like considered with your proposal response. Note: The majority of the language in this document is not negotiable.

Note: If applicable, any and all prior executed agreements between your company and GCHP will be replaced and superseded using the documents listed above.

Contractors are responsible for all costs of developing and submitting a Proposal. Such costs cannot be charged to GCHP or included in any cost element of a Contractor’s price offering.

N. Evaluation and Selection

A multiple stage evaluation process will be used to review and/or score the proposer’s RFP information. An evaluation committee will be used for all stages during the evaluation and selection process. The evaluation committee is comprised of two (2) groups:

1. The Sourcing Team consists of GCHP Project Manager, Business Unit Subject Matter Experts (SME) and a Procurement Representative. The Sourcing Team will interact with the proposer throughout the evaluation process if needed. In fulfilling its functions, the Sourcing Team may consult with any appropriate individuals within GCHP, other State departments, or consultants.

2. The Executive Review Committee (ERC) consists of GCHP Executive management officials (CEO, CFO, COO, CIO and CMO). The ERC acts as a final decision-making authority for Proposal evaluation issues without knowledge of any bidder to which the issue applies. The ERC assures all appropriate processes have been followed. Additionally, the ERC may seek independent review or advice from individuals, including internal auditors, from within GCHP or elsewhere regarding issues including, but not limited to, procurement policy matters and/or Cost Proposal deficiencies, and acceptability. Finally, the ERC provides final approval of the procurement process in order to determine the awardee.

3. Unanticipated Tasks - In the event unanticipated or additional work must be performed that is not identified in this RFP, but in GCHP’s opinion is necessary to successfully accomplish the Service Order Requirements, GCHP will initiate a Contract amendment to add that work. All terms and conditions appearing in the final Contract including the salary/wage rates, unit rates and/or other expenses appearing on the Contractor’s Pricing Form will apply to any additional work and extension options.
4. **Resolution of Language Conflicts (RFP vs. Final Agreement)** If an inconsistency or conflict arises between the terms and conditions appearing in the final agreement and the proposed terms and conditions appearing in this RFP, any inconsistency or conflict will be resolved by giving precedence to the final agreement.

O. **Bid Protest Procedure**

**Notice of Intent to Protest**

1. An unsuccessful bidder who intends to protest the awarded contract pursuant to this chapter must inform the Procurement Lead. The notice of intent to protest must be in writing and must reach the Procurement Lead within the 5 working days after the notice of award is made. Failure to give written notice by close of business on that 5th day shall waive the right to protest.

**Authority:** Section 12126, Public Contract Code.

**Reference:** Sections 12125-12130, Public Contract Code.

**Filing a Protest**

1. A protest is filed by mailing the submission of a detailed written statement of protest and any exhibits to:

   Gold Coast Health Plan  
   Chief Executive Officer  
   711 E. Daily Drive. Suite 106  
   Camarillo, CA. 93010-6082

2. The submission of protest must include the RFP ID # and the name of the Procurement Lead of the RFP. A Protestant who fails to comply with this subsection waives Protestant's right to protest.

3. The postmark date or equivalent shall be used to determine timeliness.

4. The postmark date or equivalent must be within 5 working days from the notice of intent protest notification date.

**Authority:** Section 12126, Public Contract Code.

**Reference:** Sections 12125-12130, Public Contract Code.

**Grounds for Protest**

1. The Public Contract Code, at section 12126(d) provides: Authority to protest under this chapter shall be limited to participating bidders.

2. Grounds for Major Information Technology Acquisition protests shall be limited to violations of the solicitation procedures and that the Protestant should have been selected.

3. Any other acquisition protest filed pursuant to this chapter shall be based on the ground that the bid or proposal should have been selected in accordance with selection criteria in the Solicitation document.

4. The burden of proof for protests filed under this chapter is preponderance of the evidence, and Protestant(s) must bear this burden.

**Authority:** Section 12126, Public Contract Code.

**Reference:** Sections 12125-12130, Public Contract Code.
Detailed Written Statement of Protest

1. The Detailed Written Statement of Protest must include the grounds upon which the protest is made.
2. The Detailed Written Statement of Protest shall contain reasons why Protestant should have been awarded the contract.
3. For Major Information Technology Acquisition protests, the Detailed Written Statement of Protest must specify each and every Solicitation procedure which was violated and the manner of such violation by specific references to the parts of the Solicitation attached as exhibits and why, but for that violation, Protestant would have been selected.
4. For other acquisition protests, the detailed written statement of protest must specify each and every selection criterion on which Protestant bases the protest by specific references to the parts of the Solicitation attached as exhibits.
5. For all protests, Protestant must specify each and every reason that all other bidders who may be in line for the contract award should not be awarded the contract.
6. The Detailed Written Statement of Protest must be limited to 50 typewritten or computer generated pages, excluding exhibits, at a font of no less than 12 point or pica (10 characters per inch), on 8 1/2 inch by 11-inch paper of customary weight and quality. The color of the type shall be blue-black or black. In addition to a paper copy, the CEO may request that a Protestant submit such information on computer compatible diskette or by other electronic means (e-mail) if the Protestant has the ability to do so.
7. Any exhibits submitted shall be paginated and the pertinent text highlighted or referred to in the detailed written statement of protest referenced by page number, section and/or paragraph and line number, as appropriate.
8. The detailed written statement of protest shall not be amended.
9. Protestant(s) may not raise issues afterwards which were not addressed in the detailed written statement of protest.
10. A Protestant who fails to comply with this subsection waives Protestant's right to protest.

Authority: Section 12126, Public Contract Code.

Review by Chief Executive Officer

1. The CEO shall review the detailed written statement of protest within 15 working days after receipt of the protest to determine if the protest is Frivolous and will notify the Protestant of the option to withdraw or proceed in arbitration.
2. If Protestant withdraws the protest within 2 working days after the notification by the CEO of a preliminary determination of Frivolousness, the CEO shall withdraw the preliminary finding of Frivolousness.

Authority: Section 12126, Public Contract Code.
Public Records Act (Bids)

Section 119.071(1)(b)1.a, F.S., provides an exemption for "sealed bids or proposals received by an agency pursuant to invitations to bid or requests for proposals" until such time as the agency provides notice of a decision or intended decision pursuant to s. 120.57(3)(a), F.S., or within 10 days after bid or proposal opening, whichever is earlier. And see s. 119.071(1)(b)1. b., F.S., providing a temporary exemption if an agency rejects all bids or proposals submitted in response to an invitation to bid or request for proposals and the agency concurrently provides notice of its intent to reissue the invitation to bid or request for proposals; s. 119.071(1)(b)2.a., F.S., providing a temporary exemption for a competitive sealed reply in response to an invitation to negotiate, as defined in s. 287.012, F.S.; and s. 119.071(1)(b)2.b., F.S., providing a temporary exemption if an agency rejects all competitive sealed replies in response to an invitation to negotiate and concurrently provides notice of its intent to reissue the invitation to negotiate and reissues the invitation to negotiate as provided in the exemption.

Any financial statement that an agency requires a prospective bidder to submit in order to prequalify for bidding or for responding to a proposal for a road or any other public works project is exempt from disclosure requirements. Section 119.071(1)(c), F.S. See also s. 119.0713(4), F.S., providing a limited exemption for materials used by municipal utilities to prepare bids.
# P. RFP Checklist

- **SECTION F**
  - Did you complete, sign and send the Intent to Bid to the Procurement Lead? (Attachment 8)

- **SECTION C**
  - Did you complete and sign the Conflict of Interest Form (see Attachment 5)

- **SECTION J**
  - Did you submit your Company information for the criteria listed in Section J – 1.1 thru 1.6?
  - Did you submit your Financial Information for the criteria requested in Section J – 2.1 thru 2.2?
  - Did you read the Project Plan requirements listed in Section J – 3.1 thru 3.2?

- **SECTION L**
  - Did you answer all the RFP questions on the excel spreadsheet attached with a detailed response in section L and then attach your answers?

**ADDITIONAL TASKS**

- Did you review and add any comments to the Professional Services Agreement template and attach it? (Attachment 1)
- Did you fill out the Service Order draft and attach it? (Attachment 2)
- Did you review and add any comments to the BAA template and attach it? (Attachment 3)
- Did you complete the Vendor Information Form? (Attachment 4)
- Did you fill out the W-9 and attach it (if applicable)?
- Did you fill out the Pricing Form and attach it? (Attachment 7)
- Did you complete the Security Assessment (Attachment 9)?
Download Free Document Readers

This RFP contains links to documents in formats which cannot be directly opened by your web browser. If you don't already have software which supports these formats, you may follow the links below to download the free readers which can open these documents.

Adobe Acrobat Reader (.pdf extension)

Adobe Reader  all platforms

Microsoft Word Viewer (.doc and .rtf extensions)

Word Viewer 2007  Windows Vista, XP (Service Pack 2), and 2000 (Service Pack 4)

Microsoft Excel Viewer (.axles extension)

Excel Viewer 2007  Windows Vista and XP

The federal Rehabilitation Act Section 508 requires that the above free viewers must themselves comply with the accessibility guidelines. Below are links to the Voluntary Product Accessibility Templates (VPATs) for these products:

Adobe Reader

Microsoft Office Viewers

<table>
<thead>
<tr>
<th>Attachment #, Name, or Documentation</th>
<th>Instructions</th>
<th>File</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 - Professional Services Agreement, Attachment 1</td>
<td>This is GCHP’s standard service agreement template.</td>
<td>PSA Clean.docx</td>
</tr>
<tr>
<td>2 - Service Order draft, Attachment 2</td>
<td>Review and revise the Service Order draft and submit an (unsigned) copy with your RFP response.</td>
<td>Service Order.docx</td>
</tr>
<tr>
<td>3 - Business Associate Agreement, Attachment, 3</td>
<td>This is an As-Is agreement for GCHP. GCHP requires you to sign this agreement and submit the signed copy with your RFP. If chosen as the winner you will receive a fully signed copy of this document for your records.</td>
<td>Gold Coast Health Plan BAA 2014.docx</td>
</tr>
<tr>
<td>4 - Vendor Information, Attachment 4</td>
<td>Complete this vendor setup form with attached W-9 (if you have not done so with GCHP)</td>
<td>GCHP_Vsetup.pdf</td>
</tr>
<tr>
<td>5 - Conflict of Interest Attachment 5</td>
<td>Complete this form, sign it and return the signed original with your RFP.</td>
<td>GCHP_Conflict_of_Interest_FormV1.pdf</td>
</tr>
<tr>
<td>6 - Client References, Attachment 6</td>
<td>Complete this form, and return it with your RFP.</td>
<td>GCHP_RFP_Client_References.pdf</td>
</tr>
<tr>
<td>7 - Pricing Form Attachment, 7</td>
<td>Complete this form, and return it with your RFP. This is a required form.</td>
<td>RFP Pricing Form.xlsx</td>
</tr>
<tr>
<td>8 - Intent to Bid Attachment 8</td>
<td>Complete this form, digitally sign it and return it to the Procurement Lead within 48 hours of receiving the RFP. This is a required form.</td>
<td>Intent to Bid HEDIS.pdf</td>
</tr>
<tr>
<td>9 - Security Assessment, Attachment 9</td>
<td>Complete this form and return with your RFP. In lieu of completing the Assessment Questionnaire tab contained in within the Risk Assessment document, a proposers may submit one or more of the following accreditations or certifications: SOC 1 type 2, SOC 2, SOC 3, SSAE16 Type 2, SysTrust, ISO/IEC 27001, ISO/IED 27002, or HIPAA/HITECH, OMNIBUS that must have been obtained within the last 12 months.</td>
<td>GCHP Security Assessment RFP.xlsx</td>
</tr>
</tbody>
</table>

**THIS IS THE LAST PAGE OF THE RFP**