9/26/2017

N O T I C E O F R E Q U E S T F O R P R O P O S A L S

GENERAL CONDITIONS AND INSTRUCTIONS TO OFFERORS

For

Call Center Services

L. A. CARE HEALTH PLAN
1055 West Seventh Street, 11th Floor
Los Angeles, California 90017
Main Phone: (213) 694-1250
Main Fax: (213) 438-5752

KEY DATES

Issue RFP:	**9/26/2017**
Written Questions Due:	**10/3/2017**
Vendor Proposal Due:	**10/24/2017**

1. ABOUT L.A. CARE

Established in 1997, L.A. Care Health Plan is an independent public agency created by the state of California to provide health coverage to low-income Los Angeles County residents. We are the nation's largest publicly operated health plan. We serve more than 2 million members in five health plans; Medi-Cal, Cal MediConnect, L.A. Care Covered, and PASC.

Our Customer Solution Call Center provides inbound and outbound call center services to L.A. Care members, prospective members, plan partners and providers. We take pride in excellence, ownership, sensitivity, flexibility, and integrity in everything we do. Our individual passion drives us; our organization's purpose steers the way. We are supported by customer centric processes and technology, which enables us to provide a positive experience for both internal and external customers. We are committed to deliver best in class service, creating the ultimate customer experience by listening, anticipating, empowering each other to take action, while being sensitive to the needs of our customers, contributing to the well-being of the population we serve. We aim to provide our customers with real solutions to help them adapt to the rapidly changing environment of public and affordable care. Our promise is not simply to deliver solutions, but to deliver real value, 24 hours a day, 365 days a year!

Programs

Medi-Cal – In addition to offering a direct Medi-Cal line of business, L.A. Care works with three subcontracted health plans to provide coverage to Medi-Cal members. These partners are Anthem Blue Cross, Care 1st Health Plan, and Kaiser Permanente. Since 2012, L.A. Care has enrolled more than 170,000 Seniors and Persons with Disabilities as members, and as of January 1, an additional 164,000 Healthy Way LA members transitioned to L.A. Care's Medi-Cal program. Medi-Cal beneficiaries represent a vast majority of L.A. Care members.

L.A. Care Covered™ – As a state selected Qualified Health Plan, L.A. Care provides the opportunity for all members of a family to receive health coverage under one heath plan in the Covered California state exchange.

L.A. Care Cal MediConnect Plan– L.A. Care Cal MediConnect Plan provides coordinated care for Los Angeles County seniors and people with disabilities who are eligible for Medicare and Medi-Cal.

PASC-SEIU Homecare Workers Health Care Plan – L.A. Care provides health coverage to Los Angeles County's In-Home Supportive Services (IHSS) workers, who enable our most vulnerable community members to remain safely in their homes by providing services such as meal preparation and personal care services

2. PURPOSE:

L.A. Care is issuing this Request for Proposals ("RFP") to solicit proposals for providing Call Center Services. Interested Bidders may submit a proposal ("Proposal") containing the information requested in this RFP.

L.A. Care will select one Bidder to be contracted at L.A. Care's discretion to perform the required services. The Bidder will provide services as set forth in Exhibit A-1 (Statement of Work) to Appendix A (SOW) pursuant to a contract to be entered into with L.A. Care. L.A. Care is under no obligation to order any work pursuant to this RFP.

3. SOLICITATION TERMS AND CONDITIONS

The following terms and conditions apply to the submission of proposals.

3.1 Letter of Intent

The LOI is required prior to submission of an RFP response. The letter must be submitted to L.A. Care Health Plan, attention: Brittney Gordon, no later than October 3, 2017**.** Please submit the signed letter via e-mail to the address listed below. Letters must contain the following:

a. Name of the vendor, address, and phone number

b. Name, address, phone and fax number, and e-mail address of the person responsible/contact for the RFP response

c. Brief description of the qualifications and experience of the vendor

3.2 Proposal timetable. The timetable for this RFP is as follows:

Activity	**Date**
Release of RFP	09/26/2017
Letter of Intent (LOI) due to L.A. Care	10/03/2017
Written questions due to L.A. Care	10/03/2017
Questions and answers released	10/10/2017
RFP Proposals Due (No Exceptions)	10/24/2017
Finalist Selections Made	10/28/2017
Finalist Interviews	11/06/2017 – 11/10/2017
Vendor Selected	11/17/2017

Preparation and submission of a Proposal by interested Bidders will be at no cost or obligation to L.A. Care. L.A. Care reserves the right to terminate its efforts to contract for said services without obligation. Proposals and other materials submitted will become the property of L.A. Care and will not be returned. Your proposal must not be marked proprietary or confidential. Please note that L.A. Care is subject to the California Public Records Act.

3.3 Submission of proposals. Proposals shall be submitted to L.A. Care, as follows. An electronic copy shall be submitted to:

Attention: Brittany Gordon, Buyer
Email: RFP@lacare.org

3.4 Withdrawal of proposals. A Bidder may withdraw its proposal in writing on Bidder's letterhead or by email, signed by an authorized representative, to:

Attention: Brittany Gordon, Buyer
Email: RFP@lacare.org

The notice of withdrawal must be received by L.A. Care before the proposal due date listed below.

3.5 Due date. Proposals are due by 5:00pm PST on **10/24/2017**

3.6 Contact with L.A. Care personnel. All contact regarding this RFP or any matter relating thereto must be in writing and e-mailed to:

Attention: Brittany Gordon, Buyer
Email: RFP@lacare.org

If it is discovered that Bidder contacted and received information from any L.A. Care personnel, other than the person specified above, regarding this solicitation, L.A. Care, in its sole determination, may disqualify their proposal from further consideration.

3.7 Questions about this RFP. Bidders may submit written questions regarding this RFP by mail, fax or email to the individual identified above. All questions must be received by October 3, 2017. All questions, without identifying the submitting company, may be compiled with the appropriate answers and issued as an amendment to the RFP. When submitting questions please specify the RFP section number, paragraph number, and page number and quote the language that prompted the question. This will ensure that the subject of the question can be quickly found in the RFP. L.A. Care reserves the right to group similar questions when providing answers.

3.8 Amendment of RFP. L.A. Care retains the right to amend the RFP by a written amendment.

3.9 L.A. Care option to reject proposals. L.A. Care may, at its sole discretion, reject any or all proposals submitted in response to this RFP at any time, with or without cause. L.A. Care shall not be liable for any costs incurred by the Bidder in connection with the preparation and submission of any proposal. L.A. Care reserves the right to waive immaterial deviations in a submitted proposal.

3.10 Notice regarding the Public Records Act. By submitting a proposal, Bidder agrees to all of the following:

(a) Proposals submitted in response to this solicitation shall become the exclusive property of L.A. Care, and Bidder grants L.A. Care the right to make unlimited copies of its proposal and any additional documents or communications submitted by Bidder.

(b) L.A. Care is a public agency, and as such, its records are subject to disclosure under the California Public Records Act ("CPRA"), Gov't Code Section 6250 et seq. Proposals submitted in response to this solicitation are public records subject to disclosure to the public under the CPRA.

(c) The CPRA grants L.A. Care the authority to withhold from the public all or part of a public record that is exempt from disclosure under the CPRA, and L.A. Care will exercise this authority in its sole and absolute discretion. L.A. Care shall not, in any way, be liable for any damages of any kind, whether under theory of contract, tort (including negligence), strict liability or otherwise, for the disclosure of a Bidder's proposal, communications about a Bidder's proposal, or any such related records or any parts thereof ("Bidder's records"). Each Bidder's sole remedy against L.A. Care is to seek injunctive relief prohibiting disclosure of Bidder's records.

(d) In the event a Bidder believes parts of its proposal are protected from disclosure under the CPRA, Bidder shall (1) execute and submit with its proposal a Joint Defense, Confidentiality and Reimbursement Agreement ("Joint Defense Agreement"), which is attached as Appendix B to this RFP;

and (2) submit a complete duplicate copy of its proposal as one electronic file in Adobe Acrobat PDF format, with those parts of its proposal which Bidder deems to be exempt from disclosure under the CPRA redacted using black-out ("redacted copy"). Do not omit any pages from the redacted copy.

(e) **A Bidder may redact only those provisions of its proposal which are "Trade Secrets," or are otherwise exempt from disclosure under the CPRA.** "Trade Secrets" mean those trade secrets protected from disclosure pursuant to California Evidence Code 1060 et seq. and defined in California Civil Code Section 3426.1.

(f) Bidder shall submit with its redacted proposal a separate letter detailing its basis for each redaction.

(g) **A blanket statement of confidentiality or the marking of each page of the proposal as confidential shall not be deemed sufficient notice of a CPRA exemption, and a Bidder who indiscriminately and without justification identifies most or all of its proposal as exempt from disclosure, or submits a redacted copy but fails to execute and submit a Joint Defense Agreement, shall be deemed non-responsive.**

(h) After L.A. Care receives a Joint Defense Agreement executed by a Bidder along with that Bidder's redacted copy, L.A. Care will review the redacted copy for responsiveness, and if the redacted copy is responsive, L.A. Care will execute the Joint Defense Agreement and return a copy to the Bidder.

3.11 Conflicts of interest. By submission of a proposal, Bidder warrants that no member of L.A. Care's Board of Governors or any officer, official, director, employee or consultant of L.A. Care whose position enables such member, officer, official, director, employee or consultant to influence L.A. Care's award or administration of an agreement in response to this solicitation or any competing agreement is currently or shall be employed in any capacity by the Bidder or shall have any direct or indirect financial interest in the selection of the successful Bidder.

3.12 Validity of proposals. Proposals submitted in response to this solicitation must remain valid for a period of at least six (6) months (183) calendar days.

3.13 Eligibility for award. L.A. Care will not award any contract, purchase order, grant or other agreement to a vendor or grantee that is debarred, suspended or otherwise ineligible for the award of contracts or grants by any Federal agency or from participating in any Federal healthcare programs. Each Bidder must submit the following certification with its proposal.

Bidder certifies, to the best of its knowledge and belief, that the Bidder and/or any of its Principals:

(a) Are ☐, are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency or from participating in any Federal healthcare programs;

(b) Have ☐, have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(c) Are ☐, are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in Section (b); and

(d) Have ☐, have not ☐, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds $3,000 for which the liability remains unsatisfied.

For purposes of this certification, "Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

By: _____

Name: _____

Title: _____

Company: _____

Date: _____

3.14 Contract terms and conditions. Any agreement awarded in response to this RFP shall be subject to the terms and conditions in Appendix A (Master Services Agreement). The Master Services Agreement included in this RFP is provided to assist the proposer in submitting a bid and is subject to material change prior to execution to ensure compliance with applicable laws, regulations, L.A. Care payor agreements and L.A. Care policies and procedures.

3.15 Compliance with HIPAA. Any agreement awarded in response to this RFP may, if deemed appropriate by L.A. Care, require access to protected health information or individually identifiable information, as defined by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Title XIII of the American Recovery and Reinvestment Act of 2009 and regulations and guidance promulgated thereunder ("ARRA"), also known as the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), and other privacy statutes or regulations. The access, use and disclosure of such information shall be governed by the Business Associate Addendum.

3.16 Proposal preparation costs. Any costs incurred while developing responses to this RFP are the sole responsibility of the Bidder.

4. PROPOSAL SUBMISSION REQUIREMENTS

4.1 Proposal format. Vendor shall submit its proposal in the following format:

Section	**Description**
Table of Contents	
A - Executive Summary	Summary of the contents of the Proposal to provide a broad understanding of the Bidder's approach, qualifications, experience, and staffing.
B – Qualifications	Discussion of proposer's qualifications, including Firm's: • Organizational structure (e.g., corporation, partnership, etc.) • Number of years in business • Scope of services available • Relevant background and experience with Public Agencies, Health Care organizations, non-profits, etc. • References (at least 3) • Copies of the Bidder's most current financial statements. • Also complete the Vendor Qualifications (Business & IT Qualifications) spreadsheets attached as part of Appendix C, and include that spreadsheet in Table of Contents sections J and K below.
C –Approach / Project Requirements	Provide a description of the methodology the Bidder will use to meet the SOW requirements listed in Exhibit A-1 to Appendix A (SOW). Include a staffing plan, identify any key personnel who will be assigned to the project, and describe how staff continuity will be provided.
D – Quality control plan	Provide a comprehensive quality control plan Bidder will use to ensure the required services are provided as specified in the SOW in Exhibit A-1 to Appendix A. List any connections the

Section	Description
	Bidder might have with L.A. Care that could create a conflict of interest or bias. Describe the Bidder system in place used to identify and prevent possible causes of bias. 1) Quality of Consultation Services: Describe your process to ensure any feedback/suggestions provided by the Bidder's consultation team is accurate. Include: a. Describe approach to evaluation of the current state of L.A. Care's member transportation program. b. Describe approach to development of a member transportation program strategy and transportation plan. c. Describe approach to take recommended member transportation program strategy and plan and use them to inform the development of a scope of work and RFP document to procure member transportation services.
E – Pricing	1) Discuss the pricing methodology and structure (e.g., time and materials, fixed price, milestones, etc.), including any expenses. 2) Include any variables, performance incentives, etc. Provide a budget sheet, which must match the proposed staffing plan. 3) Complete the Pricing Exhibit attached as Appendix D – Pricing Exhibit.
F – Exceptions to Sample Agreement	A statement offering the Bidder's acceptance of or exceptions to all terms and conditions provided by L.A. Care in Appendix A (Sample Master Services Agreement) (MSA). For each exception, the Bidder shall provide: • An explanation of the reason(s) for the exception; • The proposed alternative language; and • A description of the impact, if any, to the Bidder's price. Indicate all exceptions to the sample Master Services Agreement by providing a 'red-lined' version of the language in question **directly in the original Word document provided in Appendix A**, with "track changes" turned on**.** L.A. Care relies on this procedure and any Bidder who fails to make timely exceptions as required herein, may be barred, at L.A. Care's sole discretion, from later making such exceptions. L.A. Care reserves the right to determine if Bidders' exceptions are material, singularly or in total, such that L.A. Care may

Section	Description
	deem the proposal non-responsive and not subject to further evaluation. L.A. Care reserves the right to make changes to the sample Master Services Agreement and its appendices and exhibits at its sole discretion.
G – Exceptions to SOW	A statement offering the Bidder's acceptance of or exceptions to all requirements outlined in Exhibit A-1 to Appendix A (SOW). For each exception, the Bidder shall provide: • An explanation of the reason(s) for the exception; • The proposed alternative language; and • A description of the impact, if any, to the Bidder's price. Indicate all exceptions to the SOW by providing a 'red-lined' version of the language in question **directly in the Word document provided in Exhibit A-1 (SOW).** L.A. Care relies on this procedure and any Bidder who fails to make timely exceptions as required herein, may be barred, at L.A. Care's sole discretion, from later making such exceptions. Please do not embed any of this RFP's L.A. Care or Bidder schedules and documents into your proposal. Please use the Schedules and Forms attached. L.A. Care reserves the right to determine if Bidders' exceptions are material, singularly or in total, such that L.A. Care may deem the proposal non-responsive and not subject to further evaluation. L.A. Care reserves the right to make changes to the SOW and its exhibits (if any) at its sole discretion.
H – Certifications	Certification regarding eligibility for award, provided in Section 3.13 (Eligibility for Award) above.
I – Joint Defense Agreement	If applicable, provide an executed Joint Defense Agreement and submit a redacted copy of your proposal as outlined in Section 3.10 (Notice regarding the Public Records Act) above. Ref. Appendix B.
J- Business Qualifications	Complete the Business Qualifications spreadsheet tab attached as part of Appendix C (Vendor Qualifications). Please respond directly on the Excel spreadsheet and include it in your RFP response.

Section	Description
K – Information Technology Requirements	Complete the IT Qualifications spreadsheet tab attached as part of Appendix C (Vendor Qualifications). Please respond directly on the Excel spreadsheet and include it in your RFP response.
L – Privacy Requirements	Complete the Privacy Qualification Requirements spreadsheet attached as Appendix C-1 (Business Associate Risk Rating form). Please respond directly in the Excel spreadsheet and return it with your RFP response.
M -- Questions	Call Center experience questions.

5. EVALUATION OF PROPOSALS

5.1 The selection of the Vendor will be based upon evaluation by L. A. Care considering all appropriate factors and criteria (subjective and otherwise) as L.A. Care may, at its sole discretion, deem relevant. In no event will L. A. Care be limited to selecting a successful respondent based solely upon total cost submissions.

5.2 Bidders will be evaluated on the following factors including, but not limited to:

(a) Pricing

(b) References/ Previous relevant experience

(c) Bidder's willingness to accept the Terms and Conditions outlined by L.A. Care in Section F, and the Requirements of the Statement of Work stated in Section G of this RFP will be considered.

(d) L.A. Care retains the right to determine if Bidders' exceptions are material, singularly or in total, such that L.A. Care may deem the proposal non-responsive and not subject to further evaluation.

Bidders are discouraged from making numerous exceptions to the Master Services Agreement and or Statement of Work unless absolutely essential. Bidders' proposals that contain Master Services Agreement or Statement of Work exceptions deemed excessive in volume or immaterial by L.A. Care may be evaluated less favorably.

6. SUMMARY

6.1 List of documents included with this RFP:

(a) Notice of Request for Proposal and General Instructions to Offerors.
i) Section 3.13, Eligibility for Award Certification

(b) Appendix A – Sample Master Services Agreement (MSA), including:
i) Exhibit A – Sample Statement of Work (placeholder only – see Exhibit A-1).
ii) Exhibit B – Change Order;
iii) Exhibit C – Expense Reimbursement
iv) Exhibit D – Business Associate Addendum

(c) Exhibit A-1 – Statement of Work.
(d) Appendix B – Joint Defense, Confidentiality & Reimbursement Agreement.

(e) Appendix C – Vendor Qualifications: Business and IT.
(f) Appendix C-1 – Privacy Qualifications.
(g) Appendix D – Pricing.
(h) Appendix E – Questions.

6.2 Cross-reference Documents with RFP Submission Sections (ref. 4.1 above).

#	#	Document Number	Document Name	RFP Submission Section(s)
(a)		RFP Notice	Notice of Request for Proposal and General Instructions to Offerors.	
	i)	Section 3.13	Eligibility for Award Certification	H
(b)		Appendix A	Sample Master Services Agreement (MSA), including:	F
(b)	i)	Exhibit A	Sample Statement of Work (SOW) (placeholder only – see Exhibit A-1 for actual SOW)	F
	ii)	Exhibit B	Change Order form	F
	iii)	Exhibit C	Expense Reimbursement	F
	iv)	Exhibit D	Business Associate Addendum	F
(c)		EXHIBIT A-1	STATEMENT OF WORK	C, D, G
(d)		Appendix B	Joint Defense, Confidentiality & Reimbursement Agreement.	I
(e)		Appendix C	Business Requirements, Vendor Qualifications Business and IT Questionnaires	B, J, K
(f)		Appendix C-1	Privacy Requirements	L
(g)		Appendix D	Pricing	E
(h)		Appendix E	Questions	M