



**December 6, 2016**

**NOTICE OF REQUEST FOR PROPOSALS**

**GENERAL CONDITIONS AND INSTRUCTIONS TO OFFERORS**

**for**

**CONTACT CENTER HARDWARE AND SOFTWARE SALES,  
INSTALLATION, INTEGRATION, CONFIGURATION, TRAINING AND  
SUPPORT**

**L. A. CARE HEALTH PLAN  
1055 West Seventh Street, 11<sup>th</sup> Floor  
Los Angeles, California 90017  
Main Phone: (213) 694-1250**

**KEY DATES**

<b>Issue RFP:</b>	<b>December 6, 2016</b>
<b>Written Questions Due:</b>	<b>December 9, 2016</b>
<b>Letter of Intent Due:</b>	<b>December 9, 2016</b>
<b>Bidder Proposals Due:</b>	<b>December 19, 2016</b>

## **1. ABOUT L.A. CARE**

L.A. Care's mission is to provide access to quality health care for Los Angeles County's vulnerable and low income communities and residents, and to support the safety net required to achieve that purpose.

As the nation's largest public health plan, L.A. Care is dedicated to helping Los Angeles County residents obtain health care for their families from doctors and other health care providers who understand and respect them. L.A. Care Health Plan is governed by 13 board members representing medical and health care professionals, as well as Medi-Cal consumers. L.A. Care is accountable to community stakeholders, not stockholders.

L.A. Care advances individual and community health through a variety of targeted activities including a Community Health Investment Fund that has awarded more than \$132 million throughout the years to support the safety net and expand health coverage. The patient-centered health plan has a robust system of consumer advisory groups, including the Regional Community Advisory Committees and the Executive Community Advisory Committee, health promoters, two Family Resource Centers that offer free health education and exercise classes to the community, and has made significant investments in Health Information Technology for the benefit of the more than 10,000 doctors and other health care professionals who serve L.A. Care members.

L.A. Care projects \$7.9 Billion in Revenues for the 2016-17 Fiscal Year, and has approximately 1,800 employees.

### **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 health 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.

**L.A. Care Healthy Kids (0-5)** – Sponsored by First 5 LA and the Children's Health Initiative of Greater Los Angeles, Healthy Kids (0-5) provides health coverage for children who do not qualify for Medi-Cal and Healthy Families.

**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**

### **2.1. RFP and Proposals**

L.A. Care is issuing this Request for Proposals ("RFP") to solicit proposals for hardware, software and services relating to provision of new and upgraded capabilities in our existing contact center. Interested Bidders may submit a proposal ("Proposal") containing the information requested in this RFP.

### **2.2. Background**

L.A. Care is expanding its patient services offerings and is planning to use new technologies to deliver these services. One primary example is improving how patients communicate with L.A. Care and how L.A. Care can proactively engage with patients in an effort to improve patient care and satisfaction. In order to provide improved services to its members, L.A. Care is planning to migrate from its existing contact center infrastructure based on Cisco Packaged Contact Center Enterprise ("PCCE") v.10.0 to Cisco's Unified Contact Center Enterprise ("UCCE") v11.5 and to expand its agent and outbound dialer capabilities.

The project will deploy the new UCCE infrastructure side-by-side with the current PCCE infrastructure until a transition to the new UCCE infrastructure is complete. The proposed solution is required to be fully redundant and must include seamless failover. The proposal should include all hardware, software, implementation, configuration, training, knowledge transfer and support services required for this migration. Vendor should also propose a support agreement for the installed hardware and software, renewable annually.

L.A. Care intends to select a vendor partner in January and begin the work as soon as contracting is completed. L.A. Care will be installing the new equipment in a new data center at our Garland Building premises at 1200 West 7th Street, Los Angeles, CA 90017. The new data center is slated to be operational after President's Day weekend, February 17-20, 2017. The cutover to the new contact center infrastructure can happen any time after that initial data center go-live. Ideally we will have the new infrastructure in place in late February or early March. There are a number of business initiatives driving the need migrate to the new infrastructure on that timeline.

The contact center function at L.A. Care operates 7 x 24 x 365 in order to provide support to members and health care providers that deliver care to those members. The L.A. Care contact center is subject to the following regulatory requirements:

- (a) Monthly average speed to answer is 30 seconds
- (b) 85% of incoming calls answered in 30 seconds (Medi-Cal)
- (c) 80% of incoming calls answered in 30 seconds (California Mediconnect and LACC/D)
- (d) Abandonment Rate not to exceed 5%
- (e) Monthly Reporting to the Federal Centers for Medicare and Medicaid Services (CMS), DHCS, and Exchange

As of September 2016, on average the call center was fielding 117 calls per day for 12,631 Cal MediConnect (Medicaid/Medicare) members; 100 calls per day for 11,000 LACC/D members; and 2,500 calls per day for 1.9 million Medi-Cal Members. Currently, there are approximately 340 FTEs in the call center. Of those agents, 27 agents, 3 supervisors and 3 leads are organized into 3 teams for outbound calls. This team currently utilizes 8 skill

categories. Overall, the center has 162 agents, 14 leads, 10 supervisors, 4 senior supervisors, 2 call center managers, 1 workforce planning manager, 1 vendor oversight manager and 1 director.

Current call flows, both inbound and outbound, are built around who is calling: member, health care provider or government agency. The call center is organized into teams to serve the different types of calls received and originated. The call center does not currently utilize speech recognition applications but plans to do so after the completion of this upgrade project. The call center will require reports and dashboards both for inbound and outbound call tracking. These would include at a minimum the number of calls, by Line of Business, by hourly, by weekly, by monthly, by quarterly, by date, type of call, disposition of call, by operator, by team, and by member type.

L.A. Care operates one primary contact center at the Garland location. L.A. Care also uses a third-party contact center to provide overflow call handling during peak periods and off-hours. The solution must enable functions and applications to be available to authorized agents in that third-party contact center. L.A. Care does not currently utilize remote (home-based) contact center agents but desires to do so in the future. The solution must support the use of remote agents. As noted in the Questions in Appendix D, Bidder must describe how the solution supports remote centers and remote agents. Bidder must also describe what effect various types of system failure would have on the ability of remote centers and remote agents to utilize the functions and applications available to agents in the primary contact center at the Garland location.

L.A. Care has developed a Bill Of Materials with assistance from Cisco. No deviations from the Bill Of Materials will be allowed without prior written consent. The Bill of Materials is in Appendix E.

### 2.3. Sample Agreement and SOW No. 1

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 Scope of Work No. 1 attached to Appendix A (Sample Agreement), 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 (LOI)

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, Buyer**, no later than **December 9, 2016**. Please submit the signed letter via e-mail to the address listed below. Letters must contain the following:

- a. Name of the Bidder, address, and phone number
- b. Name, address, phone number, and e-mail address of the person responsible / serving as primary contact for the RFP response
- c. Brief description of the qualifications and experience of the Bidder

### 1.2 Proposal timetable. The timetable for this RFP is as follows:

<b>Activity</b>	<b>Date</b>
Release of RFP	Dec 6, 2016
Letter of Intent (LOI) due to L.A. Care	Dec 9, 2016
Written questions due to L.A. Care	Dec 9, 2016
Questions and answers released	Dec 12, 2016
RFP Proposal Due (No Exceptions)	Dec 19, 2016
Finalist Selection Made	Dec 22, 2016
Bidder Selected	Jan 6, 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.**

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

Attention: **Brittney Gordon, Buyer**  
Email: **rfp@lacare.org**

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: **Brittney Gordon, Buyer**  
Email: **rfp@lacare.org**

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

Due date. Proposals are due by 5:00pm PST on **December 19, 2016**.

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: **Brittney 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.

Questions about this RFP. Bidders may submit written questions regarding this RFP by email to the individual identified above. All questions must be received by **December 9, 2015**. 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.

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

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.

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

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.

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.

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.

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.

**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.

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

**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.**

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.

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.

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.

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) above; 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: \_\_\_\_\_



Contract terms and conditions. Any agreement awarded in response to this RFP shall be subject to the terms and conditions in Appendix A (Sample Master Services Agreement).

Compliance with HIPAA. Work done under any agreement awarded in response to this RFP will put the vendor in contact with 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.

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

#### **4. PROPOSAL SUBMISSION REQUIREMENTS**

Proposal format. Bidder shall submit its proposal in the following format:

<b>Section</b>	<b>Description</b>
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	<p>Discussion of proposer's qualifications, including Firm's:</p> <ul style="list-style-type: none"> <li>• Organizational structure (e.g., corporation, partnership, etc.)</li> <li>• Number of years in business providing contact center hardware and software sales, installation, integration, configuration, programming, support, training, and operations consulting</li> <li>• Scope of services available relating to contact center hardware, software, including sales, installation, configuration, programming, support, training, and operations consulting</li> <li>• Relevant background and experience with Public Agencies, Health Care organizations, not-for-profit health plans, and other organizations similar to L.A. Care</li> <li>• References (at least three) for customer sites where Bidder has performed installation, integration, configuration, programming training and support similar to the services required in this RFP</li> <li>• References (at least three) for customer sites where Bidder has provided contact center operations consulting and programming, if different from the installation and integration sites described above</li> <li>• For references provided, describe the number of contact centers involved, the number of agents supported, the number of supervisors using the system and the length of the deployment project.</li> <li>• Copies of the Bidder's financial statements for the last three fiscal years</li> </ul>
C - Approach	<p>Provide a description of the methodology the Bidder will use to meet the SOW requirements listed in Statement of Work No. 1 attached to <u>Appendix A (Sample Agreement)</u>.</p> <p>Include a staffing plan, identify any key personnel who will be assigned to the project, and describe how staff continuity will be provided.</p>

Section	Description
	<p>Identify any subcontractors that would be used to complete the work, e.g. training companies or individual contract resources.</p> <p>Identify any assumptions or variables that may impact the scope, schedules or pricing.</p>
D – Quality control plan	<p>Provide a comprehensive quality control plan Bidder will use to ensure the required services are provided as specified in the Statement of Work No. 1 in <u>Appendix A (Sample Agreement)</u>. List any connections the Bidder might have with L.A. Care that could create a conflict of interest or bias. Describe the system the Bidder has in place to identify and prevent possible causes of bias.</p>
E – Pricing	<p>Discuss the pricing methodology and structure (e.g., time and materials, fixed price, milestones, etc.), including any expenses.</p> <p>Describe the pricing methodology for buying new or upgraded hardware after the initial installation of the system. Describe how Bidder determines its markup on pricing negotiated by L.A. Care with the manufacturers and publishers of the components of the system.</p> <p>Include any variables that will affect the pricing, both during the implementation and during ongoing operations after the system is in production use. Describe any project performance incentives Bidder wishes to propose. Provide a budget sheet, which must match the proposed staffing plan and the Bill of Materials.</p> <p>Describe limitations on use of the system that affect the pricing, e.g. concurrent user counts, named user counts, and active ports. Describe the cost of additional concurrent users, named users, ports and any other cost variable that is likely to affect L.A. Care if there is growth in the contact center staff or volumes. Describe the term for the pricing options.</p> <p>Describe software licensing for the software components of the system. Describe the license management approach Bidder recommends that L.A. Care adopt for each software product.</p> <p>Describe the basis for calculating support and maintenance renewals after the initial term quoted, e.g. ports, concurrent users, CPUs, and count of servers by model.</p> <p>Complete the Financial (Pricing) Exhibit attached as <u>Appendix C</u>.</p>
F – Exceptions to Sample Agreement	<p>A statement offering the Bidder’s acceptance of or exceptions to all terms and conditions provided by L.A. Care in <u>Appendix A (Sample Agreement)</u>. For each exception, the Bidder shall provide:</p> <ul style="list-style-type: none"> <li>• An explanation of the reason(s) for the exception;</li> <li>• The proposed alternative language; and</li> <li>• A description of the impact, if any, to the Bidder’s price if L.A. Care does or does not accept the proposed alternative language.</li> </ul>

Section	Description
	<p>Indicate all exceptions to the Sample Agreement by providing a 'red-lined' version of the language in question. L.A. Care relies on this procedure and any Bidder who fails to provide their red-lined version in a timely manner as required herein, may be barred, at L.A. Care's sole discretion, from later making such exceptions.</p> <p>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.</p> <p>L.A. Care reserves the right to make changes to the Sample Agreement and its appendices and exhibits at its sole discretion.</p>
G – Exceptions to SOW	<p>A statement offering the Bidder's acceptance of or exceptions to all requirements outlined in Statement of Work No. 1 attached to <u>Appendix A (Sample Agreement)</u>. For each exception, the Bidder shall provide:</p> <ul style="list-style-type: none"> <li>• An explanation of the reason(s) for the exception;</li> <li>• The proposed alternative language; and</li> <li>• A description of the impact, if any, to the Bidder's price if L.A. Care does or does not accept the Bidder's proposed alternative language.</li> </ul> <p>Indicate all exceptions to the SOW by providing a 'red-lined' version of the language in question. <b>Your red-lined SOW should also include detailed descriptions of the proposed services where requested information is noted in brackets.</b> L.A. Care relies on this procedure and any Bidder who fails to supply their red-lined version of the Statement of Work in a timely way as required herein, may be barred, at L.A. Care's sole discretion, from later making such exceptions.</p> <p>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.</p> <p>L.A. Care reserves the right to make changes to the SOW and its exhibits (if any) at its sole discretion.</p>
H – Certifications	<p>Certification regarding eligibility for award, provided in Section 3.13 (Eligibility for Award) above.</p>
I – Joint Defense Agreement	<p>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.</p>
J – Answers to Specific RFP Questions	<p>Please provide answers to the questions shown in Appendix D of this RFP.</p>

## 5. EVALUATION OF PROPOSALS

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.

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

- Pricing
- Quality of service
- References / previous relevant experience
- Bidder's willingness to accept the Terms and Conditions outlined by L.A. Care, and the Requirements of the Statement of Work stated in the proposal will be considered. 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.
- Implementation plan

