



Gold Coast Health PlanSM

A Public Entity

December 11, 2015

RE: Request for Proposal Number GCHP-121115

Gold Coast Health Plan (GCHP) is interested in establishing an agreement with a Contractor to lead the application and filing process associated with obtaining the Knox-Keene license. The specific requirements and expectations are listed in section 2.2 of this RFP.

The proposal response must be in accordance with the following:

1. INSTRUCTIONS:

- 1.1.** This Request for Proposal is not an offer to contract but rather an attempt to establish a common framework within which an agreement may be reached. Responses submitted by a Contractor to this Request for Proposal represent a firm offer to contract on the terms and conditions described in the Contractor's response.
- 1.2.** This solicitation shall not be construed as a requirements or supply contract. GCHP shall not have any obligation hereunder to purchase any Products or Services from the selected Contractor.
- 1.3.** GCHP reserves the right to reject any and all proposals and to waive irregularities it considers minor.
- 1.4.** Contractors are required to provide a firm fixed price for the services listed in this RFP. Pricing shall be submitted in accordance with the instructions provided in Section 5.
- 1.5.** To receive consideration, a signed proposal must be received by GCHP via email no later than 10:00 a.m. PDT, Monday, January 18, 2016.
- 1.6.** The procurement contact is below. All communications and proposals must be submitted to the procurement contact. Proposals should be submitted via email.

Bob Bushey
Procurement Consultant
bbushey@goldchp.org
805-551-8021

1.7. Letter of Transmittal

- Contractors shall include a letter of transmittal that bears the signature of an authorized representative of the Contractor's company. The letter of transmittal will also include the name(s) of the individual(s) authorized to negotiate with GCHP as well as the names of sales representatives appointed by the Contractor, and the name of the Contractor's Project Manager.

1.8. Vendor Information Form

- Complete and return the vendor information form, [Attachment 3](#) with your proposal response.

1.9. Conflict Of Interest

- A conflict of interest checklist is attached as [Attachment 4](#) and shall be used by all Contractors, including sub-contractors, 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.

1.10. Experience/References

- Contractors must provide the names of at least three (3) references that have recently contracted your company for similar services. For each reference listed, provide the following. Use [Attachment 5](#) with your response.

Company name

Company address

Person to contact

Telephone number of contact

1.11. Financial information

- Each Contractor shall include one (1) complete copy of its most recent Annual Report or audited financial statements in its Proposal Response.

2. OVERVIEW

2.1. Gold Coast Health Plan

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 202,000 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.

2.2. Project Background

- The purpose of the project is obtaining a Full Service Plan Knox Keene Licensure for GCHP.
- The scope of the project includes the following:
 - Compare and Contrast Knox Keene requirements and DHCS requirements and complete a GAP analysis.
 - Compile and provide a comprehensive list of the Initial licensing full service plan Knox Keene requirements and GCHP readiness on the requirements.
 - Create/provide and utilize standardized templates for Plan filing requirements.
 - Draft and/or Review GCHP filing requirements/submissions.
 - Work collaboratively with DMHC and GCHP staff on comment letters to ensure expedited turnaround time.
 - Be an advocate for GCHP with DMHC during the initial licensing application process.

3. QUALITATIVE REQUIREMENTS

3.1. Organizational Overview

- Provide an overview of your company's organizational structure and how this project will be managed within that structure.
- Identify major prospective subcontractors if any, and indicate the contractual and technical links between you and your subcontractor. Provide a description of major items/tasks to be subcontracted and estimated dollar value. Identify the percentage of subcontracting contemplated on your total proposal. Address any teaming arrangement or joint venture contemplated. Remember, however, that you will be solely responsible for project completion.

3.2. Implementation Approach

- Provide a task-level description of your firm's proposed implementation approach. For each project stage, estimate the requirements your approach will place on GCHP staff.

3.3. Proposed Staffing and Project Management

- Present a description of the qualification of individuals with whom you plan to staff the project, a delineation of their roles and responsibilities, a discussion of the location from which you expect to manage and staff the project, and a discussion of how you expect to communicate and work with GCHP's personnel throughout the project.
- In the event Contractor anticipates utilizing major subcontractors in the performance of any contract issued pursuant to this RFP such major subcontractor must be identified. Further, Contractor must fully define the scope of work to be performed by such subcontractor with an accompanying overview description of Contractor's intended contractual relationship with, and plan for managing the performance of, such subcontractor.

3.4. Key Personnel

- Include the actual resumes of the key personnel to be assigned to this project, not just samples.

3.5. Proposed Schedule

- Contractor's must provide a work plan and time line outlining critical milestones necessary to meet stated deadlines.

3.6. Contractor must be willing to attend remote and onsite meetings at GCHP if needed. Contractor will assign specific staff to GCHP for this project. Contractor must have demonstrated experience in obtaining Initial Full Service Plan Knox Keene License for other Health Plans. Contractor must have demonstrated existing relationship with DMHC.

4. SUPPLIER DIVERSITY

4.1. Supplier Diversity

- Supplier diversity is a high priority at GHPH. It is our business practice to create and maintain an environment in which Minority- and Women-owned businesses have an opportunity for building and maintaining a relationship with GCHP. If your company does not meet government guidelines to qualify, in your proposal please include your history and/or willingness to source from diversity suppliers in the delivery of goods and/or services to Gold Coast Health Plan.

4.2. Company Status

- Does your company qualify for the following status? (Check all that apply)

Minority Owned	<input type="checkbox"/>
Women Owned	<input type="checkbox"/>
Disabled Veteran	<input type="checkbox"/>
None of the above	<input type="checkbox"/>
Other, please specify:	<input type="checkbox"/>

- **Minority Business Tier II**

- Describe your current program with diversity suppliers (Tier 2)
- Will you work with GCHP identified Tier 2 suppliers? (YES / NO)

- If you have a Tier 2 program in place, please specify what percentage of the annualized spend of this contract award that you would be willing to commit to Tier 2 suppliers.

5. QUANTATATIVE REQUIREMENTS

5.1. Pricing

- Contractors must provide a fixed fee for all deliverables associated with this RFP. Provide an overview of your implementation approach and methodology and itemize the skill set, the skill description, the hourly rate, and projected number of hours required towards the fix fee. GCHP will provide milestone payments for accepted deliverables.

Skill Set	Skill Description	Estimated Number of Hours	Hourly Rate

5.2. Contract Terms & Conditions

- The term of the resulting agreement is expected to be twelve to eighteen months 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).
- **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 Professional Services Service Order template. Please provide a working draft of this with your proposal response.

6. 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.

Reference: Sections 12125-12130, 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.

Reference: Sections 12125-12130, 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.

Attachment #, Name, or Documentation	Instructions	File
1 - Professional Services Agreement, Attachment 1	This is GCHP's standard service agreement template.	 PSA.docx
2 - Service Order draft, Attachment 2	Review and revise the Service Order draft and submit an (unsigned) copy with your RFP response.	 Service Order.docx
3 - Vendor Information, Attachment 3	Complete this vendor setup form with attached W-9 (if you have not done so with GCHP)	 GCHP_Vsetup.pdf
4 - Conflict of Interest Attachment 4	Complete this form, sign it and return the signed copy with your RFP.	 GCHP_Conflict_of_Interest_Form V1.pdf
5 - Client References, Attachment 5	Complete this form, and return it with your RFP.	 GCHP_RFP_Client_References.pdf