



**Gold Coast Health Plan REQUEST FOR PROPOSAL  
(RFP)**

<b>GCHP ICD-10 SERVICES RFP</b>	<b>RFP Title: ICD-10 (International Classification of Diseases) Services RFP</b>		
<b>RFP Response Due Date and Time: December 27, 2013 4:00 p.m., Pacific Time</b>		<b># of pages: 32</b>	<b>Issue Date: Dec. 10, 2013</b>

ISSUING AGENCY INFORMATION	
<b>Procurement Manager:</b> <b>Andre Galvan</b> <b>Email: <a href="mailto:AGalvan@goldchp.org">AGalvan@goldchp.org</a></b> <b>Website: <a href="http://www.goldcoasthealthplan.org">www.goldcoasthealthplan.org</a></b>	<b>Gold Coast Health Plan</b> <b>Phone: (805) 814 -1204</b> <b>Fax: (805) 981- 9035</b>

INSTRUCTIONS TO OFFERORS	
<b>Return Sealed Proposal to:</b>  <b>PHYSICAL AND MAILING ADDRESS:</b> <b>Gold Coast Health Plan</b> <b>2220 E Gonzales Rd. Ste 200</b> <b>Oxnard, CA 93036</b> <b>Attn: Andre Galvan</b>	<b>Mark Face of Envelope/Package with:</b>  <b>GCHP ICD-10 SERVICES RFP</b> <b>RFP Response</b> <b>Due Date: 4:00 PM PST</b> <b>December 27, 2013</b>

OFFERORS MUST COMPLETE THE FOLLOWING	
<b>Offeror Name/Address:</b>	<hr/> <b>(Name/Title)</b>  <hr/> <b>(Signature)</b>  Print name and title and sign in ink. By submitting a response to this RFP, Offeror acknowledges it understands and will comply with the RFP specifications and requirements.
<b>Type of Entity (e.g., corporation, LLC, etc.)</b>	<b>Offeror Phone Number:</b>
<b>Offeror E-mail Address:</b>	<b>Offeror FAX Number:</b>

**OFFERORS MUST RETURN THIS COVER SHEET WITH RFP RESPONSE**

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## INSTRUCTIONS TO OFFERORS

**It is the responsibility of each offeror to:**

**Follow the format required in the RFP** when preparing your response. Provide responses in a clear and concise manner.

**Provide complete answers/descriptions.** Read and answer **all** questions and requirements. Proposals are evaluated based **solely** on the information and materials provided in your written response.

**Use any forms provided**, e.g., cover page, budget form, certification forms, etc.

**Submit your response on time.** Note all the dates and times listed in the Schedule of Events and within the document. Late proposals are **never** accepted.

**The following items MUST be included in the response.  
Failure to include ANY of these items may result in a nonresponsive determination.**

- Signed Cover Sheet**
- Signed Addenda (if appropriate) in accordance with Section 1.4.3**
- Correctly executed Gold Coast Health Plan Business Associates Agreement, if claiming information to be confidential or proprietary in accordance with Section 2.3.1.**
- In addition to a detailed response to all requirements within Sections 3, 4, and 5, offeror must acknowledge that it has read, understands, and will comply with each section/subsection listed below by initialing the line to the left of each. If offeror cannot meet a particular requirement, provide a detailed explanation next to that requirement.**



**SCHEDULE OF EVENTS**

<b><u>EVENT</u></b>	<b><u>DATE</u></b>
<b>RFP Issue Date</b> .....	December 10, 2013
<b>Deadline for Receipt of Written Questions</b> .....	December 16, 2013
<b>Deadline for Posting Written Responses to GCHP's Website</b> .....	December 18, 2013
<b>RFP Response Due Date</b> .....	4:00 PM PST, December 27, 2013
<b>Notification of Offeror Interviews/Product Demonstrations (Optional)</b> .....	TBD
<b>Offeror Interviews/Product Demonstrations (Optional)</b> .....	TBD
<b>Intended Date for Contract Award</b> .....	January 31, 2014

## SECTION 1: INTRODUCTION AND INSTRUCTIONS

### **1.1 INTRODUCTION**

Gold Coast Health Plan, (hereinafter referred to as "GCHP" or "the Plan") invites you to submit a proposal for providing consulting services to coordinate testing activities for ICD-10 transition and to ensure GCHP providers can submit claims to GCHP and GCHP can accurately process claims with new ICD-10 codes. In addition, offeror needs to provide a plan to analyze and remediate any GCHP issues related to the use of ICD-9/ICD-10 codes, including crosswalks over cutover period and reports. Proposals must also include a training component for internal staff and external providers on ICD-10 codes. All of proposed work needs to be completed by October 1, 2014 as mandated by the Centers for Medicare and Medicaid Services (CMS). A more complete description of the services sought for this project is provided in Section 3, Scope of Services. Proposals submitted in response to this solicitation must comply with the instructions and procedures contained herein.

### **1.2 CONTRACT PERIOD**

The contract period is January 31, 2014, and ending November 1st, 2014. This contract, including any renewals, may not exceed a total of seven years, at GCHP's option.

### **1.3 SINGLE POINT OF CONTACT**

From the date this Request for Proposal (RFP) is issued until an offeror is selected and announced by the procurement manager, **Offerors shall not communicate with any GCHP staff regarding this procurement, except at the direction of Andre Galvan**, the Procurement manager in charge of the solicitation. Any unauthorized contact may disqualify the offeror from further consideration. Contact information for the single point of contact is:

Procurement Manager: **Andre Galvan**

Telephone Number: **(805)981-5326**

Fax Number: **(805) 981-9035**

E-mail Address:

[AGalvan@goldchp.org](mailto:AGalvan@goldchp.org)

### **1.4 REQUIRED REVIEW**

**1.4.1 Review RFP.** Offerors shall carefully review the entire RFP. Offerors shall promptly notify the procurement manager identified above via e-mail or in writing of any ambiguity, inconsistency, unduly restrictive specifications, or error which they discover. In this notice, the offeror shall include any terms or requirements within the RFP that preclude the offeror from responding or add unnecessary cost. Offerors shall provide an explanation with suggested modifications. The notice must be received by the deadline for receipt of inquiries set forth below. GCHP will determine any changes to the RFP.

**1.4.2 Form of Questions.** Offerors having questions or requiring clarification or interpretation of any section within this RFP must address these issues via e-mail or in writing to the procurement manager listed above on or before December 16, 2013. Clear reference to the section, page, and item in question must be included in the request. Questions received after the deadline may not be considered.

**1.4.3 GCHP's Response.** GCHP will provide a written response by December 18, 2013 to all questions received by December 16, 2013. GCHP's response will be by written addendum and will be posted on the Plan's website with the RFP on the provider page, under Resources and Requests for Proposals by

the close of business on the date listed. Any other form of interpretation, correction, or change to this RFP will not be binding upon GCHP.

**Offerors shall sign and return with their RFP response an Acknowledgment of Addendum for any addendum issued.**

## **1.5 GENERAL REQUIREMENTS**

**1.5.1 Acceptance of Standard Terms and Conditions/Contract.** *By submitting a response to this RFP, offeror accepts the standard terms and conditions and contract set out in Appendices A and B, respectively. Much of the language included in the standard terms and conditions and contract reflects requirements of California law.*

Offerors requesting additions or exceptions to the standard terms and conditions or contract terms, shall submit them to the procurement manager listed above by the date in Section 1.4.2. A request must be accompanied by an explanation why the exception is being sought and what specific effect it will have on the offeror's ability to respond to the RFP or perform the contract. GCHP reserves the right to address nonmaterial requests for exceptions to the standard terms and conditions and contract language with the highest scoring offeror during contract negotiation.

GCHP shall identify any revisions to the standard terms and conditions and contract language in a written addendum issued for this RFP. The addendum will apply to all Offerors submitting a response to this RFP. GCHP will determine any changes to the standard terms and conditions and/or contract.

**1.5.2 Resulting Contract.** This RFP and any addenda, the offeror's RFP response, including any amendments, a best and final offer (if any), and any clarification question responses shall be incorporated by reference in any resulting contract.

**1.5.3 Understanding of Specifications and Requirements.** By submitting a response to this RFP, offeror acknowledges it understands and will comply with the RFP specifications and requirements.

**1.5.4 Offeror's Signature.** Offeror's proposal must be signed in ink by an individual authorized to legally bind the offeror. The offeror's signature guarantees that the offer has been established without collusion. Offeror shall provide proof of authority of the person signing the RFP upon GCHP's request.

**1.5.5 Offer in Effect for 120 Calendar Days.** Offeror agrees that it may not modify, withdraw, or cancel its proposal for a 120-day period following the RFP due date, or receipt of best and final offer, if required.

## **1.6 SUBMITTING A PROPOSAL**

**1.6.1 Organization of Proposal.** Offerors must organize their proposal into sections that follow the format of this RFP. Proposals should be bound, and must include tabbed dividers separating each section. Proposal pages must be consecutively numbered.

**All subsections not listed in the "Instructions to Offerors" on page 4 require a response. Restate the section/subsection number and the text immediately prior to your written response.**

Unless specifically requested in the RFP, an offeror making the statement "Refer to our literature..." or "Please see www.....com" may be deemed nonresponsive or receive point deductions. If making reference to materials located in another section of the proposal, specific page numbers and sections must be noted. **The Evaluator/Evaluation Committee is not required to search through the proposal or literature to find a response.**

**1.6.2 Failure to Comply with Instructions.** Offerors failing to comply with these instructions may be subject to point deductions. Further, GCHP may deem a proposal nonresponsive or disqualify it from further consideration if it does not follow the response format, is difficult to read or understand, or is missing requested information.

**1.6.3 Multiple Proposals.** Offerors may, at their option, submit multiple proposals. Each proposal shall be evaluated separately.

**1.6.4 Copies Required and Deadline for Receipt of Proposals. Offerors** Offerors must submit one original proposal and ten copies to GCHP. In addition, Offerors must submit one zipped electronic copy via email to [agalvan@goldchp.org](mailto:agalvan@goldchp.org) by 4 pm PST, 12/27/2013.

**EACH PROPOSAL MUST BE SEALED AND LABELED ON THE OUTSIDE OF THE PACKAGE** clearly indicating it is in response to **GCHP ICD-10 Implementation RFP. Proposals must be received by GCHP no later than 4:00 p.m., PST. Offeror is solely responsible for assuring delivery by the designated time.**

**1.6.5 Facsimile Responses.** A facsimile response to an RFP will ONLY be accepted on an exception basis with prior approval of the procurement manager and only if it is received in its entirety by the specified deadline. Responses to RFPs received after the deadline will not be considered.

**1.6.6 Late Proposals.** *Regardless of cause, GCHP shall not accept late proposals. Such proposals will automatically be disqualified from consideration.* Offeror may request GCHP return the proposal at offeror's expense or GCHP will dispose of the proposal if requested by the offeror.

## **1.7 COSTS/OWNERSHIP OF MATERIALS**

**1.7.1 GCHP Not Responsible for Preparation Costs.** Offeror is solely responsible for all costs it incurs prior to contract execution.

**1.7.2 Ownership of Timely Submitted Materials.** GCHP shall own all materials submitted in response to this RFP.



## SECTION 2: RFP STANDARD INFORMATION

### **2.1 AUTHORITY**

This RFP is issued under the authority GCHP. The RFP process is a procurement option allowing the award to be based on stated evaluation criteria. The RFP states the relative importance of all evaluation criteria. Only the evaluation criteria outlined in this RFP will be used.

### **2.2 OFFEROR COMPETITION**

GCHP encourages free and open competition to obtain quality, cost-effective services and supplies.

### **2.3 CLASSIFICATION AND EVALUATION OF PROPOSALS**

**2.3.1 Initial Classification of Proposals as Responsive or Nonresponsive.** GCHP shall initially classify all proposals as either "responsive" or "nonresponsive". GCHP may deem a proposal nonresponsive if: (1) any of the required information is not provided; (2) the submitted price is found to be excessive or inadequate as measured by the RFP criteria; or (3) the proposal does not meet RFP requirements and specifications. GCHP may find any proposal to be nonresponsive at any time during the procurement process. If GCHP deems a proposal nonresponsive, it will not be considered further.

**2.3.2 Determination of Responsibility.** The procurement manager will determine whether an offeror has met the standards of responsibility. An offeror may be determined non-responsible at any time during the procurement process if information surfaces that supports a non-responsible determination. If an offeror is found non-responsible, the procurement manager will notify the offeror by mail. The determination will be made a part of the procurement file.

**2.3.3 Evaluation of Proposals.** An evaluator/evaluation committee will evaluate all responsive proposals based on stated criteria and recommend award to the highest scoring offeror. The evaluator/evaluation committee may initiate discussion, negotiation, or a best and final offer. In scoring against stated criteria, the evaluator/evaluation committee may consider such factors as accepted industry standards and a comparative evaluation of other proposals in terms of differing price and quality. These scores will be used to determine the most advantageous offering to GCHP.

**2.3.4 Completeness of Proposals.** Selection and award will be based on the offeror's proposal and other items outlined in this RFP. Proposals may not include references to information such as Internet websites, unless specifically requested. Information or materials presented by Offerors outside the formal response or subsequent discussion, negotiation, or best and final offer, if requested, will not be considered, will have no bearing on any award, and may result in the offeror being disqualified from further consideration.

**2.3.5 Opportunity for Discussion/Negotiation and/or Oral Presentation/Product Demonstration.** After receipt of proposals and prior to the recommendation of award, the procurement manager may initiate discussions with one or more Offerors should clarification or negotiation be necessary. Offerors may also be required to make an oral presentation and/or product demonstration to clarify their RFP response or to further define their offer. In either case, Offerors should be prepared to send qualified personnel to Oxnard, California, to discuss technical and contractual aspects of their proposal. Oral presentations and product demonstrations, if requested, shall be at the offeror's expense.

**2.3.6 Best and Final Offer.** The procurement manager may request a best and final offer if additional information is required to make a final decision. GCHP reserves the right to request a best and final offer based on price/cost alone.

**2.3.7 Evaluator/Evaluation Committee Recommendation for Contract Award.** The evaluator/evaluation committee will provide a written recommendation for contract award to the procurement manager that contains the scores, justification, and rationale for the decision. The procurement manager will review the recommendation to ensure its compliance with the RFP process and criteria before concurring with the evaluator's/evaluation committee's recommendation.

**2.3.8 Request for Documents Notice.** Upon concurrence with the evaluator's/evaluation committee's recommendation, the procurement manager will request from the highest scoring offeror the required documents and information, such as insurance documents, contract performance security, an electronic copy of any requested material (e.g., proposal, response to clarification questions, and/or best and final offer), and any other necessary documents. Receipt of this request does not constitute a contract and **no work may begin until a contract signed by all parties is in place.** The procurement manager will notify all other offerors of GCHP's selection.

**2.3.9 Contract Execution.** Upon receipt of all required materials, a contract (Appendix B) incorporating the Standard Terms and Conditions (Appendix A), as well as the highest scoring offeror's proposal, will be provided to the highest scoring offeror for signature. The highest scoring offeror will be expected to accept and agree to all material requirements contained in Appendices A and B of this RFP. If the highest scoring offeror does not accept all material requirements, GCHP may move to the next highest scoring offeror, or cancel the RFP. Work under the contract may begin when the contract is signed by all parties.

## **2.4 GCHP'S RIGHTS RESERVED**

While GCHP has every intention to award a contract resulting from this RFP, issuance of the RFP in no way constitutes a commitment by GCHP to award and execute a contract. Upon a determination such actions would be in its best interest, GCHP, in its sole discretion, reserves the right to:

- Cancel or terminate this RFP;
- Reject any or all proposals received in response to this RFP;
- Waive any undesirable, inconsequential, or inconsistent provisions of this RFP that would not have significant impact on any proposal;
- Not award a contract, if it is in GCHP's best interest not to proceed with contract execution; or
- If awarded, terminate any contract if GCHP determines adequate funds are not available.

## **SECTION 3: SCOPE OF SERVICES**

To enable GCHP to determine the capabilities of an offeror to perform the services specified in the RFP, the offeror shall respond to the following regarding its ability to meet GCHP's requirements.

**All subsections of Section 3 not listed in the "Instructions to Offerors" on page 4 require a response. Restate the subsection number and the text immediately prior to your written response.**

**NOTE: Each item must be thoroughly addressed. Offerors taking exception to any requirements listed in this section may be found nonresponsive or be subject to point deductions.**

### **3.1 INTRODUCTION**

GCHP is seeking proposals for consulting and implementation services to coordinate testing activities for ICD-10 transition and to ensure GCHP providers can submit claims to GCHP and GCHP can accurately process claims with new ICD-10 codes. In addition, offeror needs to provide a plan to analyze and remediate any GCHP issues related to the use of ICD-9/ICD-10 codes, including crosswalks over cutover period and reports. Proposals must also include a training component for internal staff and external providers on ICD-10 codes by October 1, 2014 as mandated by the Centers for Medicare and Medicaid Services (CMS). ICD-10 efforts must take both a strategic and cost-effective approach for implementation. GCHP recognizes that ICD-10 requires careful strategic planning and coordination of resources across the entire organization by aligning the business strategy with the IT and operational strategies as well as providing a plan and strategy to our vendor partners.

GCHP has already conducted a readiness assessment with the assistance of an outside vendor who has developed a plan and strategy to bring GCHP into compliance with the ICD-10 implementation deadline. A detailed analysis was conducted to identify gaps in GCHP processes and IT needs.

### **3.2 BACKGROUND**

Gold Coast Health Plan ("GCHP") proudly serves more than 120,000 Medi-Cal beneficiaries living in Ventura County, California. We are an independent public entity governed by the Ventura County Medi-Cal Managed Care Commission. The commission is comprised of locally elected officials, providers, hospitals, clinics, the county healthcare agency and consumer advocates.

### **3.3 SPECIFICATIONS AND REQUIREMENTS**

**3.3.1 Scope of Work.** Phase I – Readiness and Impact Assessment and Phase II – Strategy Development, have already been completed with by a consulting firm. All offerors are expected to complete Phases III – VII with the Scope of Work detailed below:

#### **Phase III – Specifications**

1. Determine vendor crosswalk mapping strategy including:
  - a. Reviewing of impact reports
  - b. Forward mapping
  - c. Backward mapping



- d. Identify issues and provide remediation plan
2. Review vendor contracts
3. Develop business requirements
4. Determine overall support required for internal systems
5. Develop and execute vendor testing approach and budget
  - a. User acceptance testing
  - b. Vendor testing
  - c. End to end testing
6. Develop internal training plan
7. Provide feasibility analysis of external training plan
8. Update implementation plan and present to Executive Leadership

#### **Phase IV – Remediation**

1. Prioritize recommendations
2. Test plan update and test strategy
3. Develop standard operating procedures for interfaces
4. Develop list of reports that need to be changed for ICD-10
5. Develop historical analytics to assist in reporting
6. Validate vendor readiness
7. Update implementation plan and present to Executive Leadership Team

#### **Phase V – Testing and Outreach**

1. Provide change control documentation and process
2. Determine vendor system test protocols
3. Coordinate and execute validation test
  - a. Functional
  - b. Integration
  - c. Regressions
  - d. Dual processing
4. Review vendor system test results
5. User training documentation
6. Perform training
  - a. Internal
  - b. External
7. Develop a plan for Provider outreach
8. Conduct User acceptance testing
9. Update implementation plan and present to Executive Leadership Team

#### **Phase VI – Production Readiness**

1. Develop a Vendor system audit methodology
2. Conduct user acceptance testing
3. Perform training and update training plan
4. Conduct Operational testing
5. Conduct mock cutover



6. Cutover to production (October 1, 2014)
7. Provide documentation to facilitate knowledge transfer
8. Monitor issues and mitigation results report
9. Update implementation plan and present to Executive Leadership Team

#### **Phase VII – Post Implementation Support**

1. Conduct post implementation compliance assessment
2. Update training materials
3. Analyze historical reporting to ensure ICD-10 compatibility

**3.3.2 In-Person Presentations.** At the option of GCHP, a representative of the offeror may be required to make an in-person presentation of its report at the offices of GCHP. The time and date of such presentation will be mutually agreed to by offeror and GCHP.

## **SECTION 4: OFFEROR QUALIFICATIONS**

**All subsections of Section 4 not listed in the "Instructions to Offerors" on page 4 require a response. Restate the subsection number and the text immediately prior to your written response.**

### **4.1 GCHP'S RIGHT TO INVESTIGATE AND REJECT**

GCHP may make such investigations as deemed necessary to determine each offeror's ability to provide the materials and perform the services specified. GCHP reserves the right to reject a proposal if the information submitted by, or investigation of, the offeror fails to satisfy GCHP that the offeror is properly qualified to perform the obligations of the contract. *This includes GCHP's ability to reject the proposal based on negative references.*

### **4.2 OFFEROR QUALIFICATIONS**

To enable GCHP to determine the capabilities of an offeror to provide the materials and/or perform the services specified in the RFP, the offeror shall respond to the following regarding its ability to meet GCHP's requirements. **THE RESPONSE, "(OFFEROR'S NAME) UNDERSTANDS AND WILL COMPLY," IS NOT APPROPRIATE FOR THIS SECTION.**

**4.2.1 Vendor Qualifications.** In determining the capabilities of an offeror to perform the services specified, the following informational requirements will be considered and weighed in the scoring process:

1. Offeror should provide a list of 5 companies or government entities where they have performed services similar to those included in this RFP within the last three years. At a minimum, the offeror shall provide the following:
  - a. The entity requesting the service;
  - b. The entity location;
  - c. Contact person;
  - d. Customer telephone number;
  - e. A complete description of the services provided;
  - f. The dates the service was provided.

2. Offeror shall describe how long they have been in the business of performing the type of services requested in this RFP.
3. Offeror shall identify the staff that would be assigned to this project and provide detail on applicable certifications, qualifications and experience.

**4.2.2 Business Associate Agreement.** GCHP may provide a Business Associate with certain information that may include Protected Health Information (PHI), so that Business Associate may perform its responsibilities under its agreement(s) with and on behalf of GCHP. GCHP and Business Associate intend to protect the privacy of and provide for the security of any PHI that is disclosed by GCHP to Business Associate, and any PHI that is created or stored by Business Associate on behalf of GCHP to establish and maintain compliance with the Administrative Simplification portion of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA) and regulations promulgated pursuant to HIPAA, 45 CFR Part 160 and Part 164, Subparts A and E (Privacy Rule).

**4.2.3 Explanation of Services.** The offeror should explain the process for planning the project phases and general work process, expected travel and time spent on project. Travel to GCHP related to planning or presentation of the results should be priced separately. Please include the expected time frame necessary to complete the work described. This project will commence January 31, 2014 through November 1, 2014.

## SECTION 5: COST PROPOSAL

All subsections of Section 5 not listed in the "Instructions to Offerors" on page 4 require a response. Restate the subsection number and the text immediately prior to your written response.

### 5.1 COST PROPOSAL

The offeror's proposed fees and costs for the services to be provided under this RFP must be specifically described in detail in the offeror's response to this RFP. Offeror must provide a "not to exceed" cost proposal. Please see the Pricing section discussed in Section 6, Evaluation Criteria and Methods. Travel costs that GCHP is expected to pay for should also be described and itemized.

Offeror should submit pricing proposals for the time frame stated above along with data to support expected Return on Investment (ROI).

## SECTION 6: EVALUATION PROCESS

### 6.1 BASIS OF EVALUATION

The evaluation committee will review and evaluate the offers according to the following criteria based on a **maximum possible value of 100 points**. The **Resumes/Company Profile and Experience, and General Information – Meeting Objectives of Project Scope** portions of the proposal will be evaluated based on the following Scoring Guide. The **References** portion of the proposal will be evaluated on a pass/fail basis, with any offeror receiving a "fail" eliminated from further consideration. The **Cost Proposal** will be evaluated based

on the formula set forth below:

**SCORING GUIDE**

In awarding points to the evaluation criteria, the evaluator/evaluation committee will consider the following guidelines:

**Superior Response (95-100%):** A superior response will be a highly comprehensive, excellent reply that meets all of the requirements of the areas within that category. In addition, the response covers areas not originally addressed within the RFP category and includes additional information and recommendations that would prove both valuable and beneficial to the agency. This response is considered to be an excellent standard, demonstrating the offeror's authoritative knowledge and understanding of the project.

**Very Good Response (85-94%):** A very good response will provide useful information, while showing experience and knowledge within the category. The proposal is well thought out and addresses all requirements set forth in the RFP. The offeror provides insight into their expertise, knowledge and understanding of the subject matter.

**Good Response (75-84%):** A good response meets all the requirements and has demonstrated in a clear and concise manner a thorough knowledge and understanding of the subject matter. This response demonstrates an above average performance with no apparent deficiencies noted.

**Fair Response (65-74%):** A fair response meets the requirements in an adequate manner. This response demonstrates an ability to comply with guidelines, parameters, and requirements with no additional information put forth by offeror.

**Poor Response (60-64%):** A poor response minimally meets most requirements set forth in the RFP. The offeror has demonstrated knowledge of the subject matter only.

**Failed Response (59% or less):** A failed response does not meet the requirements set forth in the RFP. The offeror has not demonstrated sufficient knowledge of the subject matter.

References		Pass/Fail
Category	Section of RFP	Point Value
A. References Included with Offeror's Response	4.2.1	Pass/Fail

Resumes/Company Profile and Experience		Total Points = 30
Category	Section of RFP	Point Value
A. Years of Experience	4.2.1	10
B. Applicability of Experience with Private/Public Sector	4.2.1	10
C. Staff Qualifications	4.2.1	10

<b>General Information - Meeting Objectives of Project Scope</b>	<b>Total Points = 55</b>
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	Category	Section of RFP	Point Value
A.	Methods	3 and 4.2.3	15
B.	Work Plan	3 and 4.2.3	25
C.	Reporting Methods	3 and 4.2.3	15

<b>Cost Proposal</b>	<b>Total Points = 15</b>
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	Category	Section of RFP	Point Value
A.	Cost Proposal	5.0	15

Lowest overall 'not to exceed' cost receives the maximum allotted points. All other proposals receive a percentage of the points available based on their cost relationship to the lowest. Example: Total possible points for cost are 200. Offeror A's cost is \$20,000. Offeror B's cost is \$30,000. Offeror A would receive 200 points. Offeror B would receive 134 points ( $\$20,000/\$30,000 = 67\% \times 200 \text{ points} = 134$ ).

$$\frac{\text{Lowest Responsive Offer Total Cost}}{\text{This Offeror's Total Cost}} \times \text{Number of available points} = \text{Award Points}$$

<b>Optional Oral Presentation/Product Demonstration</b>
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If GCHP chooses to require an oral presentation or product demonstration, GCHP will re-evaluate and finalize the scoring of each proposal, based on discussion and information provided at the presentation.



## APPENDIX A: STANDARD TERMS AND CONDITIONS

**By submitting a response to this invitation for bid, request for proposal, limited solicitation, or acceptance of a contract, the vendor agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation or contract.**

**ACCEPTANCE/REJECTION OF BIDS, PROPOSALS, OR LIMITED SOLICITATION RESPONSES:**

GCHP reserves the right to accept or reject any or all bids, proposals, or limited solicitation responses, wholly or in part, and to make awards in any manner deemed in the best interest of GCHP. Bids, proposals, and limited solicitation responses will be firm for 30 days, unless stated otherwise in the text of the invitation for bid, request for proposal, or limited solicitation.

**ALTERATION OF SOLICITATION DOCUMENT:** In the event of inconsistencies or contradictions between language contained in GCHP's solicitation document and a vendor's response, the language contained in GCHP's original solicitation document will prevail. Intentional manipulation and/or alteration of solicitation document language will result in the vendor's disqualification and possible debarment.

**DEBARMENT:** The contractor certifies, by submitting this bid or proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by GCHP.

**FACSIMILE RESPONSES:** Facsimile responses will be accepted for invitations for bids, small purchases, or limited solicitations **ONLY** if they are completely received by GCHP prior to the time set for receipt. Bids, or portions thereof, received after the due time will not be considered. Facsimile responses to requests for proposals are **ONLY** accepted on an exception basis with prior approval of the procurement manager.

**LATE BIDS AND PROPOSALS:** Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to ensure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the vendor at the expense of the vendor or destroyed if requested.

**SOLICITATION DOCUMENT EXAMINATION:** Vendors shall promptly notify GCHP of any ambiguity, inconsistency, or error which they may discover upon examination of a solicitation document.

## APPENDIX B: CONTRACT

### AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN VENTURA COUNTY MEDI-CAL MANAGED CARE COMMISSION DOING BUSINESS AS GOLD COAST HEALTH PLAN AND

THIS AGREEMENT, is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between Ventura County Medi-Cal Managed Care Commission doing business as Gold Coast Health Plan, a California public entity established under the laws of the State of California, (hereinafter "GCHP") and \_\_\_\_\_, (hereinafter "Consultant").

**Whereas**, GCHP requires the services of \_\_\_\_\_ Consultant; and

**Whereas**, Consultant is willing and able to provide the services required by GCHP pursuant to the terms and conditions in this Agreement.

NOW THEREFORE in consideration of the above-referenced recitals, the mutual covenants, promises, terms and provisions herein set forth, GCHP and Consultant agree as follows:

#### 1. **RETENTION AS CONSULTANT**

GCHP hereby retains the Consultant and Consultant hereby accepts such engagement, to perform \_\_\_\_\_ services described in Paragraph 2. Consultant represents and warrants Consultant has the qualifications, experience and facilities to properly and timely perform said services.

#### 2. **DESCRIPTION OF SERVICES**

The services to be performed by Consultant are as follows:

To determine the PBM's compliance with pricing agreements, contract terms, and quality control procedures as set forth in Consultant's submitted Response to the Request for Proposal issued by GCHP/

The Consultant shall deliver \_\_\_\_\_ to GCHP and \_\_\_\_\_ copies of such report/service ("deliverables").

#### 3. **COMPENSATION AND PAYMENT**

(a) **Maximum and Hourly Rate.** Except for authorized extra services (pursuant to Paragraph 4), Consultant shall be paid an hourly rate of \$\_\_\_\_\_ or lump sum of \$\_\_\_\_\_, **as the total compensation** under this agreement. Unless approved by the Commission, in no event shall services under this Agreement exceed \$100,000.

(b) **Payment.** Payment for this work shall be made within 45 days after the Consultant has provided GCHP with such deliverables and a detailed invoice itemizing actual services provided and hours worked and verification of Consultant's invoices by GCHP.

(c) Expenses. Consultant shall not be reimbursed for expenses except for direct expenses set forth below. All direct expense itemized below shall be reimbursed at the rate stated below:

Expense	Rate
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**4. EXTRA SERVICES**

GCHP shall pay Consultant for those GCHP authorized extra services, not reasonably included within the services described in Paragraph 2, such amounts as mutually agreed to in advance in writing. Unless GCHP and Consultant have agreed in writing before the performance of extra services, no liability and no right to claim compensation for such extra services or expenses shall exist.

**5. CONFIDENTIALITY**

To the extent the services to be performed by the Consultant are of a confidential nature, all services performed by Consultant under this Agreement shall be in strict conformance with all applicable Federal, State of California and/or local laws and regulations relating to confidentiality, including but not limited to, California Civil Code section 56 et seq., California Welfare and Institutions Code sections 5328, 10850 and 14100.2, Health and Safety Code sections 11977 and 11812, 22 California Code of Regulations section 51009, and 42 Code of Federal Regulations § 2.1 et seq. Consultant shall submit to GCHP’s monitoring of said compliance with all State of California and Federal statutes and regulations regarding confidentiality.

Consultant shall ensure that no list of persons receiving services under this Agreement is published, disclosed, or used for any other purpose except for the direct administration of the program or other uses authorized by law that are not in conflict with requirements for confidentiality. Except as otherwise provided in this Agreement, Consultant, as a Business Associate of GCHP, may use or disclose protected health information (“PHI”) to perform functions, activities or services for or on behalf of GHHP, as specified in this Agreement, provided that such use or disclosure shall not violate the Health Insurance Portability and Accountability Act (HIPAA), U.S.C. 1320d et seq., and its implementing regulations including but not limited to 45 C.F.R. Parts 142, 160, 162, and 164 (hereafter known as “the Privacy Rule”). The uses and disclosures of PHI may not be more expansive than those applicable to GCHP, as the “Covered Entity” under the Privacy Rule, except as authorized for management, administrative or legal responsibilities of the Business Associate. Consultant shall not use or further disclose PHI other than as permitted or required by this Agreement, or as required by law. Consultant shall use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement. Consultant shall report to GCHP any use or disclosure of the PHI not provided for by this Agreement. Consultant shall ensure that any agent, including any subcontractor, to which Consultant provides PHI received from, or created or received by Consultant on behalf of GCHP, shall comply with the same restrictions and conditions that apply through this Agreement to Consultant with respect to such information. Consultant shall provide access, at the request of GCHP, and in the time and manner designated by GCHP, to PHI in a Designated Record Set (as defined in 45 C.F.R. § 164.501), to an Individual or to GCHP to meet the requirements of 45 C.F.R. section 164.524 regarding access by Individuals to their PHI. Consultant shall make any amendment(s) to PHI in a Designated Record Set that GCHP directs or at the request of GCHP, and in the time and manner designated by GCHP in accordance with 45 C.F.R. section 164.526. Consultant shall document such disclosures of PHI and information related to such disclosures as would be required for GCHP to respond to

a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. section 164.528. Consultant shall provide to GCHP or to an Individual, in a time and manner designated by GCHP, information collected in accordance with 45 C.F.R. section 164.528, to permit GCHP to respond to a request by the Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. section 164.538.

Consultant shall make internal records related to the use, disclosure, and privacy protection of PHI received from GCHP, or created or received by Consultant on behalf of GCHP available to GCHP or to the Secretary of the United States Department of Health and Human Services for purposes of investigating or auditing GCHP's compliance with the Privacy Rule, in a time and manner designed by GCHP or the Secretary. Upon termination of this Agreement for any reason, Consultant shall return or destroy all PHI received from GCHP, or created or received by Consultant on behalf of GCHP. This provision shall apply to PHI in possession of subcontractors or agents of Consultant, Consultant, its agents or subcontractors shall retain no copies of the PHI. In the event that Consultant determines that returning or destroying the PHI is not feasible, Consultant shall provide GCHP notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that the return of the PHI is not feasible, Consultant shall extend the protections of this Agreement to such PHI and limit further use and disclosures of such PHI for so long as Consultant, or any of its agents or subcontractors, maintains such PHI. The parties agree to take such action as is necessary to amend this Agreement as necessary for GCHP to comply with the requirements of the Privacy Rule and its implementing regulations. Any such changes may be made with the written approval of GCHP's Privacy Officer, or designee. Consultant shall mitigate, to the extent practicable, any harmful effect that is known to Consultant of a use or disclosure of PHI by Consultant in violation of the requirements of this Agreement.

The Consultant and its employees or agents shall protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this Agreement or persons whose names or identifying information becomes available or are disclosed to the Consultant, its employees or agents as a result of services performed under this Agreement, except for statistical information not identifying any such person.

The Consultant and its employees or agents shall not use such identifying information for any purpose other than carrying out the Consultant's obligations under this Agreement.

The Consultant and its employees or agents shall promptly transmit to the GCHP program contract manager all requests for disclosure of such identifying information not emanating from the client or person.

The Consultant shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such identifying information to anyone other than GCHP without prior written authorization from the GCHP program contract manager.

For purposes of this Provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

As deemed applicable by GCHP, this Provision may be supplemented by additional terms and conditions covering personal health information (PHI) or personal, sensitive, and/or confidential information (PSCI). Said

terms and conditions will be outlined in one or more exhibits that will either be attached to this Agreement or incorporated into this Agreement by reference.

**6. PROGRESS AND COMPLETION**

Consultant shall commence work on the execution of this Agreement. All services shall be commenced on \_\_\_\_\_, 20\_\_ and completed on or before \_\_\_\_\_ 20\_\_. Time is of the essence for this Agreement. Consultant shall provide quarterly reports detailing the work or services undertaken.

**7. PERSONAL SERVICES/NO ASSIGNMENT**

This Agreement is for specialty services which are personal to GCHP. \_\_\_\_\_ is deemed to be specially experienced and is a key member of, or employee of, the Consultant's firm, and shall at all times be directly involved in performing and supervising this work. This Agreement is not assignable by Consultant without the GCHP's prior consent in writing.

**8. HOLD HARMLESS AND INSURANCE; MINIMIZE DAMAGES**

(a) Hold Harmless. The Consultant holds GCHP, its officials, officers, agents and employees, harmless from any and all claims, demands, lawsuits, judgments, damages, loss or liability, which, directly or indirectly, occur during work, or occur while Consultant is on GCHP's Property, or Consultant's injuries or Consultant's damages incurred during the Consultant's performance of the work and consultants performance of Consultant's services or failure to perform Consultant's services.

(b) Defense and Indemnity of Third Party Claims. Consultant shall investigate, defend, and indemnify GCHP, its officials, officers, agents and employees, from any and all claims, lawsuits, demands, judgments or liability including, but not limited to, property damage, personal injury, wrongful death, general liability, automobile, infringement of copyright/patent/trademark and professional errors and omissions liability arising out of, directly or indirectly, Consultant's, the Consultant's performance or omission of the Consultant in performing the services described in, or normally associated with, this type of contracted work, including attorney fees, expert and court costs.

(c) Consultant agrees to indemnify GCHP for Federal, State and/or Local audit exceptions resulting from noncompliance on the part of Consultant.

(d) Insurance. Consultant shall, at Consultant's sole cost and expense and throughout the term of this Agreement and any extensions thereof, carry adequate insurance to protect Consultant from claims under workers compensation acts that meets statutory requirements and the following insurance:

- (1) Commercial General Liability with a minimum limit of \$1 million per occurrence/claim and a \$2 million annual aggregate.
- (2) Comprehensive automobile liability insurance with limits for bodily injury of not less than \$500,000 per person and \$1 million per accident and for property damages with a combined single limit of \$1 million. Coverage shall include owned and non-owned vehicles used in connect with this Agreement.
- (3) Profession error and omission insurance, as required depending upon the services being



- provided by Consultant with a minimum limit of \$1 million per occurrence/claim and a \$2 million annual aggregate.
- (4) GCHP shall be named as additional insured on all insurance except for Worker's Compensation and Professional Liability insurance.

In all situations arising out of this Agreement, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

## **9. RELATION OF THE PARTIES**

The relationship of the parties to this Agreement shall be that of independent contractors and that in no event shall Consultant be considered an officer, agent, servant or employee of GCHP. GCHP has no right to control or supervise or direct the manner or method by which Consultant performs the services. The Consultant shall be solely responsible for any and all workers compensation insurance, withholding taxes, unemployment insurance and any other employer obligations or benefits associated with the described work/services.

## **10. CORRECTIONS**

In addition to the above indemnification obligations, the Consultant shall correct, at its expense, all errors in the work which may be disclosed during the GCHP's review of the Consultant's report/plans/work/deliverables. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by GCHP, and the cost thereof shall be charged to Consultant.

## **11. RECORDS**

All deliverables and supporting documents and records provide to GCHP by Consultant shall be the property of GCHP upon completion of this Agreement. Any and all records or documents provided by GCHP to Consultant that were required for Consultant to perform the work or services required by this Agreement shall be returned immediately to GCHP upon expiration or termination of this Agreement.

## **12. LICENSURE**

Consultant shall maintain at all times and in full force and effect any and all applicable licenses, certificates or permits required to perform the work and/or services pursuant to the terms and conditions set forth in this Agreement.

## **13. NONDISCRIMINATION AND EQUAL OPPORTUNITY**

(a) Consultant shall not differentiate nor discriminate on the basis of race, color, national origin, ancestry, religion, sex, marital status, medical condition, mental or physical disability, sexual orientation, age, or any other basis protected by federal or California law.

(b) Consultant shall ensure compliance with Title VI of the Civil Rights Act of 1964 and other implementing regulations (42 USC Section 2000d and 45 CFR Part 80) that prohibit recipients of federal financial assistance from discriminating against persons based on race, color, religion, or national origin.



(c) Equal Opportunity Requirements

- (1) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Consultant will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following; employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government California Department of Health Care Services setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 USC 4212). Such notices shall state the Consultant's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.
- (2) The Consultant will, in all solicitations or advancements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.
- (3) The Consultant will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State of California, advising the labor union or workers' representative of the Consultant's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Consultant will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 USC 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.



- (5) The Consultant will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the Consultant's noncompliance with the requirements of the provisions herein or with any Federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(d) Consultant shall comply with all applicable Federal requirements in Section 504 of the Rehabilitation Act of 1973 (29 USC §794) Nondiscrimination under Federal grants and programs; Title 45 CFR Part 84 Nondiscrimination on the basis of handicap in programs or activities receiving Federal financial assistance; Title 28 CFR Part 36 Nondiscrimination on the basis of disability by public accommodations and in commercial facilities; Title IX of the Education Amendments of 1973 (regarding education programs and activities); Title 45 CFR Part 91 the Age Discrimination Act of 1975; and all other laws regarding privacy and confidentiality.

#### **14. HUMAN SUBJECTS USE REQUIREMENTS**

By signing this Agreement, Consultant agrees that if any performance under this Agreement or any subcontract includes any tests or examination of materials derived from the human body for the purpose of providing information, diagnosis, prevention, treatment or assessment of disease, impairment, or health of a human being, all locations at which such examinations are performed shall meet the requirements of 41 USC 263a (CLIA) and the regulations thereto.

#### **15. DEBARMENT AND SUSPENSION CERTIFICATION**

- A. By signing this Agreement, the Consultant agrees to comply with applicable Federal suspension and debarment regulations including, but not limited to 7 CFR 3017, 45 CFR 76, 40 CFR 32, or 34 CFR 85.





- B. By signing this Agreement, the Consultant certified to the best of its knowledge and belief, that it and its principals:
- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
  - 2) Have not within a three-year period preceding this Agreement 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) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental Entity (Federal, State or local) with commission of any of the offenses enumerated in Subprovision B.(2) herein;
  - 4) Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default;
  - 5) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under Federal regulations (i.e., 48 CFR 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State; and
  - 6) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- C. If the Consultant is unable to certify to any of the statements in this certification, the Consultant shall submit an explanation to the GCHP program funding this Agreement.
- D. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.
- E. If the Consultant knowingly violates this certification, in addition to other remedies available to the Federal Government, the GCHP may terminate this Agreement for cause or default.

**16. SMOKE-FREE WORKPLACE CERTIFICATION**

- A. Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 19, if the services are funded by Federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in



indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed.

- B. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible party.
- C. By signing this Agreement, Consultant certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The prohibitions herein are effective December 26, 1994.
- D. Consultant further agrees that it will insert this certification into any subcontracts entered into that provide for children's services as described in the Act.

**17. COVENANT AGAINST CONTINGENT FEES**

The Consultant warrants that no person or selling agency has been employed or retained to solicit/secure this Agreement upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, except *bona fide* employees or *bona fide* established commercial or selling agencies retained by the Consultant for the purpose of securing business. For breach or violation of this warranty, GCHP shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, and brokerage or contingent fee.

**18. OFFICIALS NOT TO BENEFIT**

No members of or delegate of Congress or the State Legislature shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom. This Provision shall not be construed to extend to this Agreement if made with a corporation for its general benefits.

**19. PROHIBITED USE OF STATE FUNDS FOR SOFTWARE**

Consultant certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

**20. ALIEN INELIGIBILITY CERTIFICATION**

By signing this Agreement, the Consultant certifies that he/she is not an alien that is ineligible for State and local benefits, as defined in Subtitle B of the Personal Responsibility and Work Opportunity Act. (8 USC 1601, et seq.)

**21. AUDITS AND INSPECTIONS**

Consultant shall at any time during business hours, and as often as GCHP may deem necessary, make available to GCHP for examination all of its records and data with respect to the matters covered by this Agreement.

Consultant shall, upon request by GCHP, permit GCHP to audit and inspect all such records and data necessary to ensure Consultant's compliance with the terms of this Agreement. If this Agreement exceeds Ten Thousand and No/100 Dollars (\$10,000.00), Consultant shall be subject to the examination and audit of the State of California Auditor General for a period of three (3) years after final payment under contract (California Government Code section 8546.7).

**22. TERMINATION BY GCHP**

(a) GCHP, by notifying Consultant in writing, may upon fifteen (15) calendar days notice, terminate any portion or all of the services agreed to be performed under this Agreement. In the event of such termination, Consultant shall immediately assemble work in progress for the purpose of winding up the job and reporting to GCHP as to the final status of work. All compensation for actual work performed and charges outstanding at the time of termination shall be payable by GCHP to Consultant within 30 days following submission of a final statement by Consultant.

(b) GCHP may immediately suspend or terminate this Agreement in whole or in part, where in the sole determination of GCHP, there is any of the following:

1. An illegal or improper use of funds;
2. A failure to comply with any term of this Agreement;
3. A substantially incorrect or incomplete report submitted to THE PLAN;
4. Improperly performed service.

In no event shall any payment by GCHP constitute a waiver by GCHP of any breach of this Agreement or any default which may then exist on the part of Consultant. Neither shall such payment impair or prejudice any remedy available to GCHP with respect to the breach or default.

**23. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE**

The acceptance by Consultant of the final payment made under this Agreement shall operate as and be a release of GCHP from all claims and liabilities for compensation to Consultant for anything done, furnished or relating to Consultant's work or services. Acceptance of payment shall be any negotiation of GCHP's check or the failure to make a written extra compensation claim within 10 calendar days of the receipt of that check. However, approval or payment by GCHP shall not constitute, nor be deemed, a release of the responsibility and liability of Consultant, its employees, subcontractors, agents and consultants for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an

assumption of such responsibility or liability by GCHP for any defect or error in the work prepared by Consultant, its employees, subcontractors, agents and consultants.

**24. WAIVER; REMEDIES CUMULATIVE**

Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand strict compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omissions by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a party under this Agreement, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

**25. NO CONFLICT OF INTEREST**

Other than GCHP, Consultant is unaware of any property owner, purchaser, lessee of the designated property owner, or GCHP employee or GCHP official that has a financial interest in Consultant's business. The Consultant warrants that it is not now performing or under any obligation to perform any services for any owner, possible purchaser, possible lessee or tenant of the designated property. During the term of this Agreement and/or as a result of being awarded this contract, the Consultant shall not offer, solicit or accept any work for the owner or tenant of the designated property.

**26. CONSTRUCTION OF LANGUAGE OF AGREEMENT; GOVERNING LAW; MODIFICATIONS; CAPTIONS; SEVERABILITY**

The provisions of this Agreement shall be construed as a whole according to its common meaning and purpose. Wherever required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neutral genders or vice versa.

This Agreement, and the rights and obligations of the parties, shall be governed and interpreted in accordance with the laws of the State of California and Federal laws and regulations as applicable. The parties agree that should legal or administrative proceedings arise as a result of this Agreement and performance under this Agreement that jurisdiction for venue shall be Ventura County, California. The captions or headings in this Agreement are for convenience only and in no other way define, limit or describe the scope or intent of any provision or section of the Agreement. Except for Consultant's proposals and submitted representations for obtaining this Agreement, this Agreement supersedes any other agreements, either oral or in writing, between the parties hereto with respect to the rendering or services, and contains all of the covenants and agreements between the parties with respect to said services. Any modifications of this Agreement will be effective only if it is in writing and signed by all parties.

Consultant also agrees to the following:

If it is necessary to interpret this Agreement, all applicable laws may be used as aids in interpreting the Agreement. However, the parties agree that any such applicable laws shall not be interpreted to create contractual obligations upon GCHP, unless such applicable laws are expressly incorporated into this Agreement in some section other than this provision, Governing Law. Except Sanctions the parties agree that any remedies for GCHP or Consultant's non-compliance with laws not expressly incorporated into this Agreement, or any covenants judicially implied to be part of this Agreement, shall not include money damages, but may include equitable remedies such as injunctive relief or specific performance. This Agreement is the product of mutual negotiation, and if any ambiguities should arise in the interpretation of this Agreement, both parties shall be deemed authors of this Agreement.

Any provision of this Agreement that is in conflict with Current or future applicable Federal or State laws or regulations is hereby amended to conform to the provisions of those laws and regulations. Such amendment of the Agreement shall be effective on the effective date of the statutes or regulations necessitating it, and shall be binding on the parties even though such amendment may not have been reduced to writing and formally agreed upon and executed by the parties.

Such amendment shall constitute grounds for termination of this Agreement in accordance with the procedures and provisions of Termination. The parties shall be bound by the terms of the amendment until the effective date of the termination.

All Policy and All Plan Letters issued by GCHP subsequent to the effective date of this Agreement shall provide clarification of Consultant's obligations pursuant to this Agreement, and/or inform and provide clarification to Consultant regarding mandated changes in State or Federal law or regulations, or pursuant to judicial interpretation, but shall not add new obligations to the Agreement.

Unless the context of this Agreement clearly requires otherwise, (a) the plural and singular numbers shall each be deemed to include the other; (b) the masculine, feminine, and neuter genders shall each be deemed to include the others; (c) "shall," "will," "must," or "agrees" are mandatory, and "may" is permissive; (d) "or" is not exclusive; and (e) "includes" and "including" are not limiting.

The provisions of this Agreement are severable. The invalidity or unenforceability of any one provision in the Agreement shall not affect the other provisions

## **27. NOTICES**

Any and all notices, demands, requests or other communications required or permitted by this Agreement or by law to be served on, given to or delivered to any party hereto by any other party to this Agreement shall be in writing and shall be deemed duly served, given or delivered upon delivery by (1) facsimile transmission or other electronic means (if duplicated by any of the alternative notice methods that follow), (2) a national overnight courier service, fee prepaid (with proof of service), (3) hand delivery or (4) certified or registered mail (return receipt requested and first-class postage prepaid) and addressed as follows (or as later changed in a manner required by this section):

Gold Coast Health Plan

Consultant:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Attn: Chief Executive Officer

Fax: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_

Any notice that is address and delivered in the manner herein provided shall be conclusively presumed to have been duly given to the party to which it is address at the close of business, local time of the recipient. (i) upon delivery if by hand, (ii) on the third day after the day it is so placed in the mail, (iii) the next business day following delivery national overnight courier service, (iv) the next business day following delivery by facsimile transmission or other electronic means (if confirmed by any of the methods above) or (v) upon the intended recipient's refusal to accept delivery. Any party may change their address for the purposes of this Agreement by giving notice of the change, in the manner required by this section, to the other party.

**28. DATA CERTIFICATIONS**

Consultant shall comply with data certification requirements set forth in 42 CFR 438.604 and 42 CFR 438.606.

With respect to any report, invoice, record, papers, documents, books of account, or other Agreement required data submitted, pursuant to the requirements of this Agreement, the Consultant's Representative or his/her designee will certify, under penalty of perjury, that the report, invoice, record, papers, documents, books of account or other Agreement required data is current, accurate, complete and in full compliance with legal and contractual requirements to the best of that individual's knowledge and belief.

**29. TRACKING SUSPENDED PROVIDERS**

Consultant shall comply with Title 42 CFR Section 438.610. Additionally, Consultant is prohibited from employing, contracting or maintaining a contract with Physicians or other health care providers that are excluded, suspended or terminated from participation in the Medicare or Medi-Cal/Medicaid programs.

A list of suspended and ineligible providers is maintained in the Medi-Cal Provider Manual, which is updated monthly and available on line and in print at the GCHP Medi-Cal website ([www.medi-cal.ca.gov](http://www.medi-cal.ca.gov)) and by the Department of Health and Human Services, Office of Inspector General, List of Excluded individuals and Entities (<http://oig/hhs.gov>). Consultant is deemed to have knowledge of any providers on these lists.

Consultant must notify the Medi-Cal Managed Care Program/Program Integrity Unit within ten (10) State working days of removing a suspended, excluded, or terminated provider from its provider network and confirm that the provider is no longer receiving payments in connection with the Medicaid program.

**30. FALSE CLAIM COMPLIANCE**

Consultant shall comply with 42 USC Section 1396a(a)(68), Employee Education About False Claims Recovery, as a condition of receiving payments under this Agreement. Upon request by GCHP, Consultant shall demonstrate compliance with this provision, which may include providing GCHP with copies of Consultant's applicable written policies and procedures and any relevant employee handbook excerpts.

**31. DISABLED VETERAN BUSINESS ENTERPRISES (DVBE)**

Consultant shall comply with applicable requirements of California law relating to Disabled Veteran Business Enterprises (DVBE) commencing at Section 10115 of the Public Contract Code.

**32. ARBITRATION**

Except as otherwise provided in this Agreement, any dispute, controversy or claim arising out of or relating to this Agreement, or any breach thereof, is invalid, illegal or otherwise voidable or void, shall be submitted, at the request of either party to binding arbitration by a single arbitrator as may be agreed upon by the parties. The party requesting arbitration shall give notice, in accordance with Section 27, to each of the other parties in the dispute, controversy or claim ("**Arbitration Notice**"). If the parties cannot agree upon an arbitrator within twenty (20) days after delivery of the first Arbitration Notice, then each party shall designate an arbitrator, and the arbitrators so designated shall, within ten (10) days after being designated, select a final arbitrator. If any party fails to appoint an arbitrator, the other parties' arbitrators shall select the final arbitrator, or if only one arbitrator is designated within thirty (30) days after delivery of the first Arbitration Notice, then a final arbitrator shall be designated by petition to the Superior court of Ventura County. Hearings on such arbitration shall be conducted in Ventura County, California. A single arbitrator shall arbitrate any such controversy. The arbitrator shall hear and determine the controversy in accordance with applicable law and the intention of the parties as expressed in this Agreement, upon the evidence produced at an arbitration hearing scheduled as the request of either party. Such pre-arbitration discovery shall be permitted to the fullest extent permitted by California law applicable to arbitration proceedings, including, without limitation, the provisions of Title 9 of Part 3 of the California Code of Civil Procedure, excluding the discovery provisions contained in Section 1283.05 of the Code of Procedure, and successor statutes, permitting expanded discovery proceedings. The arbitrator shall decide all discovery disputes. The arbitrator shall issue a written reasoned decision and award within ninety (90) days from the date the arbitration proceedings are initiated. Judgment on the award of the arbitrator may be entered in any court having jurisdiction thereof.

**a. Provisional Remedy.** Each of the parties reserves the right to file with a court of competent jurisdiction an application for temporary or preliminary injunctive relief, writ of attachment, writ of possession, temporary protective order and/or appointment of a receiver on the grounds that the arbitration award to which the applicant may be entitled may be rendered ineffectual in the absence of such relief.

**b. Consolidation.** Any arbitration hereunder may be consolidated with the arbitration of any other dispute arising out of or relating to the same subject matter when the arbitrator determines that there is

a common issue of law or fact creating the possibility of conflicting rulings by more than one arbitrator. Any disputes over which arbitrator or panel of arbitrators shall hear any consolidated matter shall be resolved by motion made to the Superior Court of Ventura County.

**33.** Consultant and GCHP shall comply with all applicable provisions of law and rules and regulations, if any, of governmental authorities having jurisdiction over matters which are directly or indirectly the subject of this Agreement.

In concurrence and witness whereof, this Agreement has been executed by the parties effective on the date and year first above written.

Ventura County Medi-Cal Managed Care Commission doing business as Gold Coast Health Plan

By: \_\_\_\_\_

Michael P. Engelhard, Chief Executive Officer

Consultant

By: \_\_\_\_\_

Its: \_\_\_\_\_