

#### **RE: Request for Proposal Number GCHP022020**

Gold Coast Health Plan (GCHP) is interested in establishing an agreement with a Contractor for Translation and Interpreting Services. Contractors will be placed on a qualified vendor list and will be eligible to provide Translation and Interpreting services to GCHP as needs arise. This Request For Proposal establishes, the background, business requirements and expectations required for Contractors to submit a proposal.

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.** All proposals become the property of the GCHP and will not be returned to the responding Contractor unless otherwise determined by GCHP in its sole discretion.
- **1.4.** Any costs incurred by the responding contractor for developing a proposal are the sole responsibility of the responding Contractor and GCHP shall have no obligation to compensate any responding contractor for any costs incurred in responding to this RFP. If GCHP should determine that in-person interviews are necessary, interviews will be held at the GCHP's offices and any costs associated with such interviews will be the responsibility of the responding Contractor.

# 1.5. Time Schedule

Below is the tentative time schedule for this procurement.

| Event                                  | Date       | Time (If applicable) |
|--|------------|----------------------|
| SRA Prescreen Due Date                 | 3/9/2020   | 10 am, PT            |
| RFP Released                           | 03/10/2020 |                      |
| Intent to Bid Notification Due By      | 03/16/2020 | 10 am, PT            |
| Questions Due                          | 03/23/2020 |                      |
| Questions Answered                     | 03/27/2020 |                      |
| Proposal Due Date                      | 04/13/2020 | 10 am, PT            |
| Short List Established and Contractual | 04/24/2020 |                      |
| Discussions Begin                      |            |                      |

All questions must be submitted in writing. Submit your questions to the procurement contact listed below, (Section 1.7) via email. Copies of all questions and answers will be distributed to all qualified Contractors, without any identification of the inquiring Contractor. Questions received after March 09, 2020 will not be answered.

#### 1.6. Intent to Bid

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

Submitting your Intent to Bid. Reference **Attachment 6.** Complete the form provided; submit the Letter of Intent to Bid by the date listed in section 1.5 "Time Schedule" by e-mailing it to: charris@goldchp.org.

**1.7.** The procurement contact is below. All communications and proposals must be submitted to the procurement contact. Proposals and questions should be submitted via email to:

Carolyn Harris Manager, Procurement Operations and Sourcing charris@goldchp.org 805-437-5530

**1.8.** Length of Proposal. Due to the length of the evaluation, approval, and procurement process at GCHP, proposals are required to be valid for a minimum of 120 days. A proposal may not be modified, withdrawn or canceled by the Contractor for a one hundred twenty (120) day period following the deadline for the submission of the proposal. The Contractor so agrees to this condition by submission of the proposal.

#### **1.9. Letter of Transmittal**

1.9.1. 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.

# 1.10. Conflict Of Interest

The successful Contractor will be required to certify, to the best of its knowledge, that its proposal and any awarded contract is not in violation of any provisions of state laws related to conflicts of interest, and that it is familiar with such laws, including Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California. A conflict of interest certification is attached as Attachment 3 and shall be submitted with the proposal.

Individuals who will perform work for GCHP on behalf of the successful Contractor might be deemed public officials under state conflict of interest laws. If so, such individuals will be required to submit a Statement of Economic Interests, California Fair Political Practices Commission Form 700, in accordance with the law and GCHP's Conflict of Interest Code.

#### 1.11. Experience/References

- 1.11.1. 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 4** with your response.
  - Company name
  - Company address

Person to contact

Telephone number of contact

#### 1.12. Proposal is a Public Record

Proposals will remain confidential during the procurement process only until such time as determined by GCHP in its sole discretion. Thereafter, all information submitted by a responding Contractor may be treated as a public record by GCHP. GCHP makes no guarantee that any or all of a proposal will be kept confidential, even if the proposal is marked "confidential," "proprietary," etc.

#### 1.13. Reservation of Rights

GCHP reserves the right to do the following at any time, at GCHP's sole discretion:

- 1.13.1. Reject any and all proposals, or cancel this RFP.
- 1.13.2. Waive or correct any minor or inadvertent defect, irregularity or technical error in any proposal.
- 1.13.3. Request that certain or all Contractors supplement or modify all or certain aspects of their respective proposals or other materials submitted.
- 1.13.4. Procure any services specified in this RFP by other means.
- 1.13.5. Modify the specifications or requirements for services in this RFP, or the required contents or format of the proposals prior to the due date.
- 1.13.6. Extend the deadlines specified in this RFP, including the deadline for accepting proposals.
- 1.13.7. Negotiate with any, all, or none of the Contractors.
- 1.13.8. Terminate negotiations with a Contractor without liability, and negotiate with other Contractors.
- 1.13.9. Award a Contract to any Contractor, including a Contractor other than the Contractor offering the lowest price.

# 1.14. 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 equal opportunity for building and maintaining a relationship with GCHP. In considering the proposals, GCHP will not discriminate against, or grant preferential treatment to, any individual or group on the basis of race, sex, color, ethnicity, or national origin.

Contractor shall certify in its proposal that in performing work or providing services, it will not discriminate in its contracting, hiring or employment practices because of age, sex, race, color, ancestry, national origin, religious creed, physical or mental disability, medical condition, marital status, or sexual orientation, except as provided for in Section 12940 of the California Government Code. Contract shall also certify in its proposal that it will comply with applicable federal and California anti-discrimination laws, including but not limited to the California Fair Employment and Housing Act, beginning with Section 12900 of the California Government Code.

# 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

2.2.1. GCHP is establishing a preferred pool of translating and interpreting vendors. This preferred pool will deliver high quality services at fair market value with targeted experience in the health care industry.

# 3. BUSINESS REQUIREMENTS

Contractors shall provide a response to each paragraph number listed in this section. Contractors must list each paragraph number and provide its response.

NOTE: For ease of response, please use this document for your responses to section 3:



Requirements\_Transla

#### 3.1. Availability and Fulfillment

- 3.1.1. Describe how you will provide telephonic, in person and translation services 24 hours/7 days per week?
- 3.1.2. GCHP requires a minimum 48-hour advance notice for in-person cancellations via email during business hours. Describe your organization's internal process for meeting this requirement.
- 3.1.3. Describe how your organization fulfills urgent requests such as telephonic, in-person and translation within 24 72 hours?
- 3.1.4. Please provide the percentage of no show in-person appointments over the time period July 01, 2019 December 31, 2019 and for the month of January 2020. E.g. Interpreters missed 15 booked appointments/200 booked appointments = 7.5%

#### 3.2. Regulatory Compliance and Quality

- 3.2.1. Describe how your organization is accredited or certified in language & translation. Describe if any accreditation or certification is through the Institute for Credentialing Excellence, Industry Collaboration Effort (ICE), or the National Standards for Culturally and Linguistically Appropriate Services in Health and Health Care.
- 3.2.2. Describe how your organization is accredited or certified in interpreting. Describe if any accreditation or certification is through the Institute for Credentialing Excellence, Industry Collaboration Effort (ICE), or the National Standards for Culturally and Linguistically Appropriate Services in Health and Health Care.
- 3.2.3. Describe your organization's ability to complete a Security Risk Assessment.
- 3.2.4. Describe where you are in the process of becoming a Medi-Cal certified provider or vendor and when the certification was or will be obtained.
- 3.2.5. Describe how your interpreters can pass a language proficiency assessment with a rank of near native speaker or better.
- 3.2.6. Describe your experience in translating documents at literacy levels relevant to the target audience.
- 3.2.7. Describe your level of experience working with the health care industry.
- 3.2.8. Describe your level of qualifications and training for interpreting medical terminology.
- 3.2.9. Describe your organization's ability to meet 6th grade readability for translation services.
- 3.2.10. Describe your company's ability to provide 24-hour turnaround for written translation requests.
- 3.2.11. If your organization does not have certified interpreters, describe the type of training, qualifications and curriculum used for interpreters.
- 3.2.12. Describe in detail how you will implement and communicate services to providers and GCHP.
- 3.2.13. Sample translation: Please translate **Attachment 10** in Spanish and return the translated document with your proposal.
- 3.2.14. Describe your organization's quality assurance practices? a.) Describe your ongoing training to maintain updated certifications. b.) Describe your ability to monitor interpreter and translator quality of work. C.) Describe your ability to evaluate and provide member and provider feedback and report this information to GCHP.

3.2.15. Describe your process for handling complaints and grievances.

# 3.3. Languages

- 3.3.1. Describe your organization's process for meeting the Department of Health Care Services, DHCS, language requirements for translation and interpreting services. Refer to Attachment 8 for the DHCS required languages.
- 3.3.2. Describe your organization's ability to provide translation and interpreting services in Indigenous dialects/languages. Please refer to the list of Phone Interpreting Languages in Attachment 8 as a reference.
- 3.3.3. Describe your organization's ability to provide alternative formats such as translation in braille, audio and large font for written requests.
- 3.3.4. Describe your editing & proofreading process for translated documents. Also, describe if they are performed by a different person than the translator, and describe their qualifications.
- 3.3.5. Describe your organization's ability to proofread and edit member newsletters, member notices and other forms of written communication in translation with a 3 5 calendar day turnaround for standard requests, and a 24 72 hour turnaround for urgent requests.
- 3.3.6. Describe your ability to return translated documents in Word or alternative format.
- 3.3.7. Describe your ability to read poor quality scanned documents and describe your process to resolve such issues.
- 3.3.8. Describe your ability to provide interpreting services in indigenous languages and dialects, i.e., Mixteco and Zapoteco. Include the city and region, e.g. Mixteco, San Martin Peras.

# 3.4. Technology and Reporting

- 3.4.1. Describe your organization's ability to provide video remote interpreting? Also describe your level of success achieved with video remote interpreting, and the technical requirements to implement this service.
- 3.4.2. GCHP requires monthly and ad-hoc utilization reporting. Describe your ability to provide the following reports: (1) Public Meetings type of meeting, duration, location and number of interpreter, (2)Translation language, date of service, word count and proof reading, (3) In-Person name of requestor, date of service, location, unfulfilled (interpreter is a no-show), appointment type and duration, (4) Telephonic language, caller's full name, provider name, duration, GCHP staff name, member' zip code and CIN number, and (5) Video Interpreting name of requestor, date of service, location, appointment type and duration.
- 3.4.3. Describe your company's ability to notify GCHP when an interpreter arrives to their assignment.
- 3.4.4. Describe your organization's ability to invoice monthly in the format provided in Attachment 9? GCHP will not accept individual invoices for each fulfilled request but seeks 1 invoice per month with all the fulfilled requests, and which includes all the information listed in Attachment 9.

# 4. QUANTATATIVE REQUIREMENTS

# 4.1. Pricing

4.1.1. Contractors must provide itemized pricing in the form attached as Attachment 5.

# 4.2. Contract Terms & Conditions

4.2.1. The term of the resulting agreement is expected to be three years from contract execution. Thereafter, the contract may be renewed annually. Contract renewals are subject to

satisfactory performance, funding availability, and possibly approval by the Ventura County Medi-Cal Managed Care Commission (VCMMCC).

4.2.2. Attachment 1 to this RFP is GCHP's Master 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 quote response.

Attachment 1a to this RFP is a Statement of Work template. Please provide a working draft of this with your quote response.

4.2.3. Attachment 2 to this RFP is GCHP's Business Associate Agreement. Please review this agreement and if you cannot accept these terms and conditions please note the specific area(s) where you have concerns and recommend alternative wording that you would like considered with your proposal response.

#### 4.3. Security Risk Assessment

4.3.1. Due to access and possible exchange of Protected Health Information, (PHI), in performing services associated with this RFP, each vendor that is under consideration for the contract will be required to complete GCHP's Security Risk Assessment (SRA). Prior to the award, GCHP will notify eligible vendors to submit the SRA, which the vendor shall submit within seven (7) business days from the date of GCHP's request (unless another submittal date is provided). Vendors who fail to submit an SRA, or whose SRA indicates a high security risk, may be ineligible for the award. GCHP may consider the relative security capacity of each vendor, as indicated in the SRA, in determining the vendor that provides the best value to GCHP. GCHP reserves the right to make an award to other than the lowest-price offeror or highest qualitative offeror, if it is determined that to do so would result in the best value to GCHP.

# 5. BID PROTEST PROCEDURE

Within five business days of GCHP's issuance of a notice of intent to award the contract, any firm that has submitted a responsive proposal and believes that GCHP has incorrectly selected another proposer for award may submit a written notice of protest. Such notice of protest must be received by GCHP on or before the fifth business day after GCHP's issuance of the notice of intent to award.

The notice of protest must include a written statement specifying in detail each of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the proposer, and must cite the law, rule, procedure or RFP provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the GCHP to determine the validity of the protest.

All protests must be received by the due date. If a protest is mailed, the protestor bears the risk of non-delivery within the deadlines specified herein. Protests should be transmitted by a means that will objectively establish the date GCHP received the protest. Protests or notice of protests made orally (e.g., by telephone) will not be considered. Protests must be delivered to:

Chief Executive Officer Gold Coast Health Plan 711 E. Daily Drive, Suite 106 Camarillo, CA 93010-6082 The Chief Executive Officer, or his or her designee, will respond to the protest within 30 calendar days of receipt of the protest. The determination of the Chief Executive Officer shall be final.

| Attachment #, Name, or<br>Documentation                             | Instructions  | File  |
|---|---|---|
| 1 - Master Services<br>Agreement, Attachment 1                      | This is GCHP's standard service agreement template.   | Attachment 1 GCHP<br>MSA Template.docx            |
| 1a – Statement of Work,<br>Attachment 1a                            | Review and revise the SOW template. Submit<br>an (unsigned) draft of the required services<br>with your proposal response.                                | Attachment 1a GCHP<br>MSA SOW Template.           |
| 2 – Business Associate<br>Agreement, Attachment 2                   | This is GCHP's standard Business Associate<br>Agreement template. This is a required.   | Attachment 2 GCHP<br>BAA Template.docx            |
| 3 - Conflict of Interest<br>Compliance Certificate,<br>Attachment 3 | Complete this form, sign it and return the signed copy with your RFP. <b>This is a required</b> form.   | Attachment 3 Conflict<br>of Interest Certificatio |
| 4 - Client References,<br>Attachment 4                              | Complete this form, and return it with your proposal response.  | Attachment 4<br>References.docx                   |
| 5 - Pricing Format,<br>Attachment 5                                 | Complete this form, and return it with your proposal response. This is a required.  | Attachment 5 RFP<br>Pricing Format_ 02192         |
| 6 - Intent to Bid,<br>Attachment 6                                  | Complete this form, sign it and return the signed pdf copy to the Procurement Contact on or before 5:00pm, 02/24/2020. This is a required form.           | Attachment 6 Intent<br>to Bid.pdf                 |
| 7 – Question Template,<br>Attachment 7                              | Use this template to submit all of your questions.  | Attachment 7 Q&A<br>Template.docx                 |
| 8 – Required & Preferred<br>Languages                               | Refer to this list for the required and preferred languages.  | Attachment 8-<br>Required and Preferre            |
| 9 – Invoice Details   | Refer to this document to view invoice detail<br>requirements. Vendors are required to<br>include an invoice sample in their proposal.<br>Sample Required | Attachment 9 -<br>Invoice Details.xlsx            |

| 10 – Translation Sample | Please translate this document in Spanish<br>and return a copy with your proposal.<br>Required | Attachment<br>10_Translation Sampl |
|-------------------------|--|------------------------------------|
|                         |  |                                    |