



**Gold Coast
Health Plan**SM
A Public Entity

RE: Request for Proposal Number GCHP09162022

Gold Coast Health Plan ("GCHP") is interested in establishing an agreement with a contractor to act as an Independent Review Organization ("IRO") with respect to the federal Office of the Inspector General's ("OIG") Corporate Integrity Agreement ("CIA") with GCHP for Medical Loss Ratio ("MLR") Element Review, and is inviting qualified corporations, partnerships, companies, and other Firms (individually, a "Proposer", and collectively, the "Proposers") to submit proposals responsive to this Request for Proposal ("RFP"). This RFP establishes the project background, business requirements and expectations required for Proposers to submit a proposal (individually, a "Proposal", and collectively, the "Proposals").

A Proposal must be in accordance with the following:

1. INSTRUCTIONS:

- 1.1.** This RFP is not an offer to contract but rather an attempt to establish a common framework within which an agreement may be reached. Each Proposal submitted by a Proposer to this RFP represents a firm offer to contract on the terms and conditions described in this RFP and Proposer's response. This RFP is for special services and advice as set forth in section 53060 of the Government Code, and GCHP reserves the right to award the contract described in this RFP in any manner authorized by section 53060 of the Government Code.
- 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 Proposer.
- 1.3.** All Proposals become the property of the GCHP and will not be returned to the responding Proposer unless otherwise determined by GCHP in its sole discretion.

- 1.4. Any costs incurred by the responding Proposer for developing a proposal are the sole responsibility of the responding Proposer and GCHP shall have no obligation to compensate any responding Proposer 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 Proposer.

1.5. Time Schedule

Below is the tentative time schedule for this RFP.

Event	Date	Time (If applicable)
RFP Released	09/23/22	
Intent to Propose Notification Due By	09/27/22	12:00 noon PT
Questions Due	09/29/22	5:00 PM PT
Questions Answered	10/04/22	12:00 noon PT
Proposal Due Date	10/10/22	5:00 PM PT
Short List Established and Contractual Discussions Begin	10/17/22	

* Note: GCHP may issue you a full Security Risk Assessment.

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 persons who have submitted Intent to Propose as set forth below ("Prospective Proposers"), without any identification of the inquiring person. Questions received after Question Due Date will not be answered.

1.6. Intent to Propose

Prospective Proposers are asked to notify the procurement contact of this RFP of their intention to submit a Proposal ("Intent to Propose"). Failure to notify GCHP of your Intent to Propose will not affect the acceptance of any Proposal.

Complete the form provided, **Attachment 6**, the Letter of Intent to Propose, by the date listed in section 1.5 "Time schedule" by e-mailing it to: gantonionon@goldchp.org.

1.7. Procurement Contract

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:

Gregory Antoniono
Manager, Procurement
gantoniono@goldchp.org
805-437-5757

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 Proposer for a one hundred twenty (120) day period following the deadline for the submission of the proposal. The Proposer agrees to this condition by submission of the Proposal.

1.9. Letter of Transmittal

Proposers shall include a letter of transmittal that bears the signature of an authorized representative of the Proposer'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 Proposer, and the name of the Proposer's Project Manager.

1.10. Conflict Of Interest

- 1.10.1. The successful Proposer 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 applicable laws related to conflicts of interest, and that it is familiar with such laws, including by way of illustration and not by limitation, 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.
- 1.10.2. Individuals who will perform work for GCHP on behalf of the successful Proposer 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

Each Proposer must provide the names of at least three (3) references that have recently contracted it for similar services to be performed pursuant to this RFP. GCHP may contact the identified references and evaluate the Proposer's demonstrated successful implementation of negotiated scope, solution requirements, pricing approach, service delivery approach and results, transition approach and results, staffing, flexibility, agility, innovation/continuous improvement, governance, cultural fit, and ongoing relationship requirements. 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

All information submitted by a responding Proposer to GCHP is governed by the California Public Records Act ("CPRA"). Proposals will remain confidential during the procurement process to the furthest extent permitted by law, but only until such time as determined by GCHP in its sole discretion. If Proposer views certain information in its Proposal as confidential information that is proprietary or "trade secret" or otherwise exempt from disclosure under the CPRA, it shall provide GCHP with both a redacted and unredacted version of its Proposal with the rationale for the redactions. GCHP makes no guarantee that any or all of a Proposal will be kept confidential, even if the Proposal is marked "confidential," "proprietary," etc.

By submitting a redacted Proposal, the Proposer agrees that if in response to a CPRA request, GCHP reviews the proposed redactions and does not agree that the redacted information falls within any CPRA exemptions, then Proposer will indemnify, defend and hold GCHP harmless in any CPRA action, lawsuit or administrative proceeding seeking to force GCHP to disclose such purported confidential information identified by Proposer. If Proposer objects to this indemnification, then GCHP will disclose information under the CPRA in accordance with the legal requirements of the CPRA and GCHP's interpretations thereof.

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 or inadvertent defect, irregularity, informality or technical error in any proposal or the RFP procedure.
- 1.13.3. Request that certain or all Proposers supplement or modify all or certain aspects of their respective Proposals or other materials submitted and/or provide additional information
- 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 Proposers.
- 1.13.8. Terminate negotiations with a Proposer without liability and negotiate with other Proposers.
- 1.13.9. Award a Contract to any Proposer, including a Proposer other than the Proposer offering the lowest price.
- 1.13.10. GCHP reserves the right to eliminate a proposal from consideration if the Proposer's Security Risk Assessment reveals an unacceptable level risk for the proposed contract. An unacceptable level of risk shall be in the sole discretion of GCHP and may be based on a single risk factor or the cumulative effect of multiple risk factors. In such case, GCHP will notify the Proposer of the specific risk factor(s) resulting in the elimination. The Proposer will have three business days from GCHP's notice of elimination to submit a protest. The protest shall contain all relevant evidence that Proposer intends to present to prove that GCHP's assessment of the risk is in error. GCHP's determination of the protest shall be final. Nothing herein prevents GCHP from considering any particular Proposal or weighting the risk factors as part of the qualitative analysis, regardless of risk level.

1.14. Supplier Diversity

Supplier diversity is a high priority at GCHP. It is our business practice to create and maintain an environment in which traditionally underrepresented, 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 age, sex, sexual identity or preference, race, color, ancestry, national origin, religious creed, physical or mental disability, medical condition, marital status, ethnicity, protected by applicable law.

Each Proposer 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, sexual identity or preference, race, color, ancestry, national origin, religious creed, physical or mental disability, medical condition, marital status, ethnicity, or any other characteristic protected by applicable law. Proposer 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 Ventura 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 220,000 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 a consumer advocate. 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 those eligible 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. Proposer should be aware that Proposer's 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 has entered into a CIA with the OIG. . The CIA is attached as **Attachment 9**. In accordance with the requirements of the CIA, IRO shall: Perform MLR Element Reviews for each Reporting Period (as defined in the CIA). IRO shall review a MLR Numerator Element as required by the OIG to determine whether GCHP's calculation and reporting of the selected element was accurate, supported by underlying documentation, consistent with generally accepted accounting principles, and otherwise complies with the terms of its contract with the California Department of Health Care Services ("DHCS") and the applicable Medicaid laws, regulations and guidance. Contactor shall prepare a MLR Element Review Report for each MLR Element Review.

3. QUALITATIVE REQUIREMENTS

Section 3 of this RFP contains all of the requirements. These requirements have been categorized as “Mandatory”, and “Preferred”.

“Mandatory” requirements shall be considered as “absolute” and should be met in full. Proposals will not be considered for further evaluation unless every mandatory requirement is met in full, the failure to satisfy all mandatory requirements will render the Proposal non-responsive and non-responsible. For each paragraph number listed in this section, Proposers must confirm their ability to meet the requirement by indicating they can “comply” or “not comply”.

“Preferred” requirements are to be considered as “highly desirable”, but do not have to be met in full. GCHP will evaluate a Proposer’s responses to these requirements in relation to those of all other Proposers. Contractors must provide a detailed response of “how” they will meet or exceed the requirement listed in this section.

GCHP intends to evaluate Proposals by ranking the Proposals in order of being most advantageous to the GCHP at GCHP’s sole discretion with price and other factors considered, including but not limited to, the Proposers’ qualifications, experience, capabilities, record of performance, references, proposed staffing, availability of key personnel, and responsiveness and diversity outreach and efforts. GCHP intends to evaluate Proposals in a holistic manner, giving weight to price and other factors to the extent that they reflect upon GCHP’s assessment of the reasonable likelihood that a Proposer would be able to successfully render the services in a reliable manner satisfactory to GCHP. GCHP reserves the right to evaluate the Proposals in any manner permitted by law.

NOTE: For ease of response, please use **Attachment 8** for your response to Section 3:

3.1. Mandatory Requirements

3.1.1. Regulatory and CIA Requirements

- 3.1.1.1. IRO must assign individuals to conduct the MLR Element Reviews who have expertise in the MLR standards and calculations required by 42 C.F.R. § 438.8 and the applicable MLR calculation and reporting requirements of the California Department of Health Care Services (“DHCS”);
- 3.1.1.2. IRO must have sufficient staff and resources to conduct the reviews required by the CIA between the OIG and GCHP on a timely basis;
- 3.1.1.3. IRO must perform each MLR Element Review in accordance with the specific requirements of the CIA;
- 3.1.1.4. IRO must follow all applicable Medicaid program requirements as well as the terms of GCHP’s contract with DHCS and DHCS reporting requirements in making assessments in the MLR Element Reviews;
- 3.1.1.5. IRO must request clarification from the Medicaid program or DHCS if in doubt of the application of a particular program policy or regulation or contractual provision;
- 3.1.1.6. IRO must respond to all OIG inquiries in a prompt, objective, and factual manner.
- 3.1.1.7. IRO must prepare timely, clear, well-written reports that include all the information required in Attachment 9.
- 3.1.1.8. IRO must perform the MLR Element Reviews in a professionally independent and objective fashion, as defined in the most recent Government Auditing Standards issued by the U.S. Government Accountability Office.

3.1.2. Deliverables

3.1.2.1. **Work Plan** .Within 60 days of OIG's notification to GCHP of the MLR Numerator Element to be reviewed (the "Selected Element"), IRO shall develop and submit to OIG a work plan that outlines IRO's detailed methodology (including any sampling proposals) for determining whether GCHP's calculation and reporting of the Selected Element was accurate, supported by underlying documentation, consistent with generally accepted accounting principles, and otherwise complied with the terms of its contract with the DHCS) and the applicable Medicaid laws, regulations, and guidance. During the 30 days following OIG's receipt of IRO's work plan, the OIG shall provide any comments or raise any objections to the work plan. IRO shall implement the work plan once all of OIG's comments and objections have been addressed to the OIG's satisfaction

3.1.2.2. **MLR Element Review Report** IRO shall prepare a MLR Element Review Report to include the following information:

- Review Objective. A statement of the objective intended to be achieved by the MLR Element Review.
- Selected Element. A description of the Selected Element subject to the MLR Element Review
- Source of Data. A description of the documentation reviewed, any personnel interviewed, and other information sources relied on by IRO when performing the MLR Element Review (e.g., Annual MLR Report, Rate Development Templates, GCHP's historical paid claims or encounter data, GCHP's contract with DHCS, financial statements or Annual MLR Reports for prior years, GCHP's contracts with providers or third party vendors, CMS Informational Bulletins, and other policies, regulations, or directives, etc.).
- Review Protocol. A narrative description of how the MLR Element Review was conducted, the standards used, and what was evaluated.
- Supplemental Materials. The information regarding any Supplemental Materials (*i.e.*, supplemental documentation provided by GCHP after the review of the Selected Element) as further defined in Section A.3. of **Appendix B to the CIA**.

3.1.2.3. Narrative Results.

- A description of GCHP's process for calculating and reporting each Selected Element in its Annual MLR Report, including the identification, by position description, of the personnel involved in calculating and reporting the MLR.
- A description of controls in place at GCHP to ensure that each Selected Element is accurately calculated and reported consistent with the terms of GCHP's contract with the DHCS and the applicable Medicaid laws, regulations, and guidance.
- A narrative explanation of the results of the IRO's review of the Selected Element, including an explanation of the IRO's findings and recommendations regarding GCHP's calculation and reporting of the Selected Element in the Annual MLR Report.

3.1.2.4. **Quantitative Results**. A spreadsheet that includes the following information for the Selected Element:

1. Name of Medi-Cal MCO
2. MLR Reporting Year

3. Incurred Period
4. Expenses actually paid for the Selected Element
5. Expenses reported on the Annual MLR Report for the Selected Element
6. The dollar difference between the expenses actually paid for the Selected Element and the expenses reported for the Selected Element.

3.1.2.5. **Recommendations.** IRO's MLR Element Review Report shall include any recommendations for improvements to GCHP's MLR classification, calculation and reporting or to GCHP's controls for ensuring that all Annual MLR Reports by GCHP contain revenues, expenditures, and amounts that are appropriately identified, classified, calculated, and reported based on the findings of the MLR Element Review.

3.1.2.6. **Credentials.** IRO shall provide the names and credentials of the individuals who: (1) developed the review methodology utilized for the MLR Element Review and (2) performed the MLR Element Review.

3.2. Preferred Requirements

3.2.1. Proposer Overview

3.2.1.1. **Business Type Description** - List all that apply that describe your business.

- Corporation ☐
- Partnership ☐
- Joint Venture ☐
- Publicly Held ☐
- Limited Liability Corporation (LLC) ☐
- Non-Profit ☐
- Other, please specify ☐

3.2.1.2. **Proposer Stability**

3.2.1.2.1. List any recent events which may reasonably have a material impact on Proposer's stability, ongoing operational status, or organizational structure.

3.2.1.2.2. Indicate the length of time that Proposer has been providing services in the field of regulatory audits for health plans.

3.2.1.2.3. Describe how your company stays current with regard to the performance of these types of services?

3.2.1.3. **Knowledge/Experience**

3.2.1.3.1. Describe your knowledge and experience regarding the DHCS Medi-Cal regulatory environment and specifically the MLR reporting requirements of DHCS, including specific examples of working with DHCS MLR reporting, where applicable.

3.2.1.3.2. Describe your knowledge and experience regarding the Centers for Medicare and Medicaid Services ("CMS") Medicaid regulatory environment and the MLR requirements, including specific examples of working with MLR analysis and review, where applicable.

3.2.1.3.3. Describe your experience working as an Independent Monitor for the OIG under CIA for health plans.

- 3.2.1.3.4. Provide the approximate number of similar engagements that you have completed for other health plans and/or other health care providers.
- 3.2.1.3.5. Describe what differentiates your qualifications and capabilities for this type of engagement from your competitors.
- 3.2.1.3.6. Provide any examples of when you have worked with health plans or providers on Transition Plans (upon completion of the CIA) as defined in **Attachment 9**?

3.2.2. **Implementation Methodology / Risk Mitigation**

3.2.2.1. **Overview**

- 3.2.2.1.1. Provide an overview of your company's organizational structure as described in the proposal and how the work will be performed.

3.2.2.2. **Proposed Staffing and Project Management**

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

3.2.2.3. **Key Personnel**

- 3.2.2.3.1. Include the actual resumes of the key personnel to be assigned to this initiative.
- 3.2.2.3.2. What is the duration of the commitment of key personnel to GCHP?

3.2.2.4. **Proposed Schedule**

- 3.2.2.4.1. Describe in detail your approach to performing the work required by Section 3.1, above.
- 3.2.2.4.2. Provide your detailed assumptions for performance of the work, including risks and mitigation of risks.

3.2.3. **IT Security**

- 3.2.3.1. Please provide a contact name and email address for receipt of the full Security Risk Assessment noted in Section 1.5.

- 3.2.3.2. Do you possess an independent audit for any one of the following?

(Select all that apply)

- ☐ SOC Type II (SSAE16)
- ☐ HITRUST
- ☐ HIPAA
- ☐ HITECH
- ☐ ISO 27001

- ☐ ISO 27017/18 (Cloud Services)
- ☐ PCI-DSS (Payment Card)
- ☐ Sarbanes-Oxley
- ☐ None

3.2.3.3. Is there an Information Security Policy and does it include?

(Select all that apply)

- ☐ Information Asset Security Policy
- ☐ Data Classification Policy
- ☐ Information Security Awareness Policy
- ☐ Physical Security Policy
- ☐ Acceptable Use Policy
- ☐ Access Control Policy
- ☐ Authentication Policy
- ☐ Risk Management Policy
- ☐ Incident Management Policy
- ☐ Patch Management Policy
- ☐ Change Control Policy
- ☐ Anti-Malware Policy
- ☐ Remote Access Policy
- ☐ User Workstation Security Policy
- ☐ Personal Computers Policy (BYoD)
- ☐ Server Security Policy
- ☐ Network Device Policy
- ☐ Backup and Restore Policy
- ☐ Logging and Events Policy
- ☐ DR / BCP Policy
- ☐ Data Separation Policy
- ☐ Encryption and Key Management Policy
- ☐ Technology Equipment Disposal Policy
- ☐ Clean Desk Policy
- ☐ No Policy

3.2.3.4. Do you build your Information Security Policies around any one of the following frameworks or standards?

(Select all that apply)

- ☐ HIPAA Privacy/Security Rule (Standards)

- ☐ NIST (Framework & Standards)
- ☐ ISO 2700x (Standards)
- ☐ AICPA's Trust Services (SOC2)
- ☐ SANS Critical Security Controls (Standards)
- ☐ COBIT (Framework)
- ☐ OWASP (Framework)
- ☐ None

3.2.3.5. Is your Information Security Policy used in all environments (ex., corporate, production, development, etc.)?

- ☐ Yes
- ☐ No

3.2.3.6. Do your services include the handling, collection, or processing of any PHI (protected health information) or PII (personally identifiable information)?

- ☒ PHI
- ☐ PII
- ☐ Both

3.2.3.7. What type of PHI or PII records are used?

(Select all that apply)

- ☒ Date of Birth
- ☐ Phone/Fax Numbers
- ☐ Email Address
- ☐ Social Security Number
- ☐ Medical Records Number
- ☐ Claim Number (Medical)
- ☐ Member Identification Number
- ☐ Health Plan Beneficiary Number
- ☐ License Number(s) (ex. Medical, Drivers, Birth)
- ☐ Biometric Identifiers
- ☐ Photographs (Medical or Face/Body)
- ☐ Medical Condition Information
- ☐ None

3.2.3.8. Do you encrypt sensitive data at rest?

(Select all that apply)

- ☒ HTTPS
- ☐ SMTPS
- ☐ SSH

- ☐ SFTP
 - ☐ VPN (IPSec)
 - ☐ No
- 3.2.3.9. Do you encrypt sensitive data in transit?
(Select all that apply)
- ☒ HTTPS
 - ☐ SMTPS
 - ☐ SSH
 - ☐ SFTP
 - ☐ VPN (IPSec)
 - ☐ No
- 3.2.3.10. Do your business-services operate in a;
(Select all that apply)
- ☒ Dedicated and privately-owned data center
 - ☐ Multi-tenant collocation data center
 - ☐ Cloud environment
 - ☐ Hybrid solution ex. partial on-prem and partial cloud
 - ☐ Partnered with another 2nd or 3rd party service
 - ☐ None
- 3.2.3.11. How is the application, service, or data accessed?
HTTP Website
(Select all that apply)
- ☐ HTTPS Website
 - ☐ Citrix or RemoteApps
 - ☐ VPN (IPSec)
 - ☐ Secure SFTP/SSH/SCP
 - ☐ FTP
 - ☐ Encrypted Email
 - ☐ Unencrypted Email
- 3.2.3.12. Do you have a formal vulnerability management program?
- ☒ Yes
 - ☐ No
- 3.2.3.13. How frequent are you exercising your vulnerability management program?
- ☒ Weekly
 - ☐ Monthly

- ☐ Quarterly
- ☐ Annually
- 3.2.3.14. Do you have a process to remediate any known or discovered vulnerabilities?
 - ☐ Yes. (Please explain the expected timeframes for remediation)
 - ☐ No
- 3.2.3.15. Are there entitlement and/or user access controls for use of the product?
 - ☐ Yes, Entitlements are required for the application
 - ☐ No, Entitlements are not required for the application
- 3.2.3.16. Are entitlements and/or user access controls.
(Select all that apply)
 - ☐ Controlled by third parties
 - ☐ Controlled by an automatic provisioning process
 - ☐ Controls restricted by Role-Based Access Controls (RBAC)
 - ☐ Least Access Principle Used
 - ☐ Access restricted by Firewall
 - ☐ N/A
- 3.2.3.17. Are any services or development processes sub-contracted?
 - ☐ Yes
 - ☐ No
- 3.2.3.18. If sub-contractors are used, are they held to the same accountability and follow your security policies as your employees?
 - ☐ Yes
 - ☐ No
- 3.2.3.19. Who developed the application?
(Select all that apply)
 - ☐ Off-the-shelf Software,
 - ☐ Internally (home-grown)
 - ☐ Open source
 - ☐ Other (Please Explain)
 - ☐ N/A
- 3.2.3.20. Is there a Business Continuity/Disaster Recovery (BC/DR) program?
 - ☐ Yes
 - ☐ No
- 3.2.3.21. Is the Business Continuity and/or Disaster Recovery program tested at least annually?
 - ☐ Yes

- ☐ No
- 3.2.3.22. Do you provide Service Level Agreements (SLA) for your service? If so, what options are available (please describe in text box).
- ☐ Yes (Please describe options available)
- ☐ No
- 3.2.3.23. Do you offer support services? Are they:
- (Select all that apply)**
- ☐ In-house staff
- ☐ Subcontracted
- ☐ Based in the USA
- ☐ Based offshore
- ☐ Support dedicated to a single individual
- ☐ Support goes in queue for next available representative
- ☐ No Support Services

4. QUANTITATIVE REQUIREMENTS

4.1. Pricing

- 4.1.1. Proposers must provide itemized pricing in the form attached as **Attachment 5**.

4.2. Contract Terms & Conditions

- 4.2.1. The term of the agreement is expected to be **one, (1) year**. 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 1a** to this RFP is GCHP's Master Services Agreement. This agreement will be used for implementation services. Please review this agreement and if you cannot accept these terms and conditions, please note the specific area(s) where you have concerns and Failure to identify any such objection with your Proposal shall, at GCHP's option, be deemed a waiver of such objection. recommend alternative wording that you would like considered with your proposal response. Failure to identify any such objection with your Proposal shall, at GCHP's option, be deemed a waiver of such objection. Failure to agree to the Master Services Agreement may result in the disqualification of any Proposal.
- 4.2.3. **Attachment 1b** to this RFP is a Statement of Work template. Please provide a working draft of this with your proposal response.
- 4.2.4. **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. Failure to identify any such objection

with your Proposal shall, at GCHP's option, be deemed a waiver of such objection. The Business Associate Agreement and many of its terms are mandated by DHCS. Failure to agree to the Business Associate Agreement may result in the disqualification of any Proposal.

5. NOTICES OF AWARD AND PROTEST PROCEDURE

Upon the conclusion of negotiations with a Proposer that results in a proposed agreement for the contract solicited in this RFP that are acceptable to GCHP as to price and all other terms, GCHP shall issue notice of intent to award the contract solicited in this RFP to a Proposer and such notice shall be directed to each entity that submitted a Proposal

Within five business days of GCHP's issuance of a notice of intent to award the contract, any Proposer that has submitted a 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 with specificity 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:

Bob Bushey
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.

To the furthest extent permitted by law, strict compliance with the procedures and time limits set forth in this section are mandatory and are the Proposers' sole and exclusive remedy in connection with this section's subject matter. A Proposer's failure to comply with these procedures and time limits will constitute a waiver of any right to further pursue a protest, any legal action, or relief that arises out, relates to, or is incident to this RFP.

Attachment #, Name, or Documentation	Instructions	File
1a – Master Services Agreement, Attachment 1a	This is GCHP's standard service agreement template.	https://www.goldcoasthealthplan.org/media/r/62f977c8c6b94ec583b2f45cb29c9290/attachment-1-gchp-msa-template.docx
1b – Statement of Work, Attachment 1b	This is GCHP's Master Services Statement of Word template.	https://www.goldcoasthealthplan.org/media/r/53289f811da143a48bbbe4e12be198d0/attachment-1a-gchp-msa-sow-template.docx
2 – Business Associate Agreement, Attachment 2	This is GCHP's standard Business Associate Agreement template.	https://www.goldcoasthealthplan.org/media/r/b05156ba23d34ab3a90daf48d3ac1cd1/attachment-2-gchp-baa-template_dhcs-subcontractor.docx
3 - Conflict of Interest Compliance Certificate, Attachment 3	Complete this form, sign it and return the signed copy with your RFP. This is a required form.	https://www.goldcoasthealthplan.org/media/r/8c90dcd152554cb7888deb5971e64f12/attachment-3-conflict-of-interest-certification.docx
4 - Client References, Attachment 4	Complete this form and return it with your proposal response.	https://www.goldcoasthealthplan.org/media/r/7e76287a39844dc99a1893531b077017/attachment-4-references.docx
5 - Pricing Format, Attachment 5	Complete this form and return it with your proposal response.	https://www.goldcoasthealthplan.org/media/r/338787f1d7e14bb8b8047b07abc6f0b2/attachment-5-pricing-format.xlsx
6 - Intent to Propose, Attachment 6	Complete this form, sign it and return the signed pdf copy to the Procurement Contact on or before 12:00pm on 09/26/2022. This is a required form.	https://www.goldcoasthealthplan.org/media/r/e38f8f6dc1be42b1a369d87a7430f0ad/attachment-6-intent-to-bid.doc

7 – Question Template, Attachment 7	Use this template to submit all of your questions.	https://www.goldcoasthealthplan.org/media/r/a413f34de3e64103bc98281a103b44f3/attachment-7-qa-template.docx
8. – Section 3 Response, Attachment 8	Use this document to submit your responses to section 3 of the RFP	https://www.goldcoasthealthplan.org/media/r/13a0ad42d5284fed9b2433e747f1e65f/attachment-8-section-3-response.xlsx
9. – Corporate Integrity Agreement, Attachment 9	Use this document as further supporting documentation.	https://www.goldcoasthealthplan.org/media/r/c30f62067d744ddc92a4eac3f3011843/copy-of-corporate-integrity-agreement-chart-of-timelines-and-deliverables-bbk-8-15-2022-c1.xlsx