



**COOK COUNTY
HEALTH**

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President, Cook County Board of Commissioners

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Chief Executive Officer, Cook County Health

COOK COUNTY HEALTH (CCH)
REQUEST FOR PROPOSAL (RFP) # H19-0025

TITLE: HEDIS Data and Reporting

GENERAL DESCRIPTION: Support of CountyCare's annual HEDIS reporting event spanning administrative NCQA reporting and HEDIS chart chase and abstraction, in addition to prospective HEDIS data and reports

DATE ISSUED: 09/04/2019

PROPOSER QUESTIONS DUE DATE: 09/16/2019

RESPONSE/PROPOSAL DUE DATE: 10/04/2019

Responses to this RFP shall be delivered after 8:00 a.m. CST but no later than 2:00 p.m. CST to:

Cook County Health
C/O Professional Building
1950 West Polk St., Reception Desk
Chicago, IL 60612
Attention: Supply Chain Management Department

All questions regarding this RFP, and electronic copies of proposals, should be directed to purchasing@cookcountyhhs.org

The RFP and related Addenda will be posted at CCH's website (<https://cookcountyhealth.org/>) under the "Doing Business with Cook County Health" tab.

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1 Background

Cook County Health (CCH) is a unit within Cook County government that provides a full continuum of health care services through its seven operating entities, referred to as System Affiliates. System Affiliates provide a broad range of services including specialty, primary, emergency, acute, outpatient, rehabilitative, and preventative care. CCH is the largest safety net provider in Illinois, and its services are offered without regard to a patient's economic status or ability to pay.

CCH operates a health plan (CountyCare) that is primarily focused on serving the Illinois Medicaid population in Cook County. CountyCare will begin to operate several different Medicare Advantage plans, including a general Medicare Advantage Prescription Drug Plan (MAPD), Chronic Condition Special Needs Plan (C-SNP), Institutional Special Needs Plan (I-SNP), and Dual Eligible Special Needs Plan (D-SNP), effective January 1, 2020.

1.1 About CountyCare

In 2013, CCH launched CountyCare as a demonstration project through a CMS Section 1115 waiver granted to the Illinois Department of Healthcare and Family Services (HFS) to early enroll eligible low income Cook County adults (ACA adults) into a Medicaid managed care program. In July 2014, CountyCare transitioned from the federal waiver authority and subsequently became a Medicaid managed care plan under the State's County Managed Care Community Network (County MCCN) rules. This transition allowed CountyCare to expand beyond the newly eligible ACA adult population to include traditional Medicaid populations in Family Health Plans (FHP) and Seniors and Persons with Disabilities (SPD) coverage. In 2017, HFS awarded CountyCare a four-year Medicaid managed care contract beginning in 2018.

CountyCare's planned expansion into the Medicare Advantage market is expected to better integrate Medicare and Medicaid services for members of the Cook County community.

As of July 2019, CountyCare has an enrollment of over 315,000 Cook County Medicaid beneficiaries. We anticipate enrollment of the Medicare Advantage plan to grow to 5,000 members by 2021.

The CountyCare provider network includes all CCH facilities, every federally qualified health center (FQHC) in Cook County, more than 70 hospitals, 4,500 primary care providers and 15,000 specialists in the county. For CountyCare, innovation remains a theme in its development and growth. With a consistent focus on establishing itself as a pioneering provider-led and governed health plan, CountyCare has:

- Provided a real-time, online notification system to its patient centered medical homes (PCMH) consisting of member discharge information from select emergency departments and inpatient stays;
- Launched high-risk care coordination for children with special needs (CSNs);
- Piloted integration of care coordination directly into the provider practice;
- Entered into a capitation agreement with a local community mental health center to provide increased access for Medicaid-approved services to members; and
- Provided application assistance and linkage services for justice-involved members.

The accomplishment of these and future innovations require an infrastructure that is nimble and supportive of creative approaches, while also ensuring compliance with its contractual parameters and

with state and federal regulations and guidelines. CountyCare will continue to demonstrate its commitment to provider-led health care by:

- Providing clinical support and care coordination at the sharpest point of care, by frontline clinical teams wherever feasible; and
- Supporting and empowering its members by offering consumer-friendly interfaces and self-management support.

The successful Proposer will be required to support CountyCare in a variety of core third party administrator services. A full detailing of the RFP structure and these requirements can be found below.

2 Purpose

CCH seeks to identify competitive and qualified Proposers to contract for the annual Health Effectiveness Data and Information Set (HEDIS) reporting event. CountyCare is required by the Illinois Department of Healthcare and Family Services (HFS) and Centers for Medicare and Medicaid Services (CMS) to report HEDIS performance measures of quality, access, and utilization on an annual basis. This will include administrative NCQA, HEDIS chart chase and abstraction, and prospective HEDIS reporting.

At a minimum, the Contractor must meet the following criteria (not in priority order):

- 2.1 Demonstrated knowledge and experience in HEDIS reporting.
- 2.2 Demonstrated experience in medical record retrieval and abstraction.
- 2.3 Demonstrated successful experience with HEDIS audit protocols and procedures.
- 2.4 Experience in government healthcare programs.
- 2.5 Meet all current federal regulations for reporting in compliance with the Health Information Portability and Accountability Act (HIPAA).
- 2.6 Make Privacy and Security of all data a high priority and comply with all federal and State Privacy and Security requirements.

3 Business Goals and Objectives

CCH intends to award one Contract, for thirty-six (36) months with two (2) optional two-year extensions.

Through the provision of services identified in this RFP, the Selected Proposer shall assist CCH in meeting the following business goals and objectives:

- a. Meet NCQA compliance for timely medical record review validation and HEDIS reporting.
- b. Report out on HEDIS measure performance to stakeholders.
- c. Member engagement through “gaps in care” letters.

4 Schedule

CCH anticipates the following schedule.

Activity	Estimated Date
RFP posted to the website	09/04/2019
Proposer questions due	09/16/2019 by 2:00 p.m. CST
CCH response to Proposer questions – tentative	09/19/2019
Proposal due date	10/04/2019 by 2:00 p.m. CST
Evaluation of Proposals – tentative	10/04/2019 – 10/18/2019
Proposer demonstrations – tentative	10/22/2019 – 11/01/2019
Decision notifications – tentative	11/12/2019
Contract “go live”	12/09/2019

5 Scope of Work

5.1 Mandatory Requirements

Listed below are mandatory requirements for CCH. All Proposers must comply with these terms without any deviation. The Proposer must indicate whether they agree to the mandatory requirements in their entirety.

Number	Mandatory Requirement	Agrees to Comply (Yes/No)
1	Proposer is not affiliated with a current CCH competitor in Cook County.	
2	Proposer HEDIS software must be National Committee for Quality Assurance (NCQA) certified and support Medicaid and Medicare lines of business. Proposer must maintain NCQA HEDIS certified status throughout the contract period.	
3	Proposer shall provide technical assistance for software installation, training, and software customization.	
4	Proposer agrees to adhere to all Illinois Department of Healthcare and Family Services (HFS) and NCQA timelines and deadlines for Medicaid and Medicare HEDIS reporting.	
5	Proposer agrees to the HEDIS software being accessible 24 hours per day 7 days per week except during planned outages, established maintenance windows, or requested recalculations and summarization periods.	
6	Proposer agrees to source code development for rate calculation using software with certified measures and design algorithms/source code for calculations of non-HEDIS measures that may be requested by the Illinois Department of Healthcare and Family Services (HFS).	
7	Proposer agrees to provide data warehouse and HEDIS measure repository maintenance.	
8	Proposer agrees to support multiple standard and non-standard data types.	

Number	Mandatory Requirement	Agrees to Comply (Yes/No)
9	Proposer shall abstract medical records collected based on NCQA HEDIS Technical Specifications and perform over read of abstracted medical records to ensure accuracy and integrity of HEDIS data.	
10	Proposer shall be able to support Medicaid membership of over 300,000 members and Medicare membership of over 5,000 members.	
11	Proposer agrees to comply with all applicable laws and regulations governing services provided to CCH members.	
12	Proposer shall submit a Proposal abiding by all Federal and State laws regarding confidentiality and disclosure of medical records or other health and enrollment information; ensure that medical information is released only in accordance with applicable Federal or State law, or pursuant to court orders or subpoenas; maintain records and information in an accurate and timely manner; and ensure members timely access to records and information as appropriate.	
13	Proposer agrees, upon termination of the relationship (regardless of which party terminates), to provide all information required for successful transition files at no additional cost.	
14	Proposer confirms that secure firewalls within the Proposer's systems, processes, and personnel are established to avoid sharing of proprietary information from CCH with Proposer's other clients.	
15	Proposer confirms it will be responsible for payment of any monetary fines levied against CCH by the State of Illinois and CMS as a result of an action by the Proposer that incurred the citation.	
16	Proposer agrees to allow CCH access to its policies and procedures for delegated functions and to ensure that services provided meet necessary standards of practice and contractual and regulatory obligations.	
17	Proposer shall retain any books, contracts, records, and documents related to CCH's contract with CMS for a period of 10 years from the final date of the Contract period or completion of any audit, whichever is later.	
18	Proposer shall provide CCH with the information necessary to fully respond to any HFS or CMS inquiries and requests for information no later than the date required by HFS or CMS or a different date specified by CCH.	
19	Proposer shall report the loss of protected health information without delay and, in cases affecting 500 or more individuals, no later than 60 days after discovery.	
20	Proposer shall submit Proposals inclusive of a corrective action plan (CAP) provision and shall provide required information to CCH, HFS or CMS no later than the date specified by the party.	

5.2 Proposer Narrative

Successful Proposers will demonstrate innovative HEDIS solutions and software for CountyCare’s distinct population. The response must demonstrate knowledge in HEDIS reporting, medical record retrieval and abstraction, HEDIS analytics and reports, government healthcare programs, and the regulatory and privacy environment. The Proposer should articulate their experiences in a succinct and direct manner. The responses should refrain from statements not directly related to the question and general statements should be supported by factual proof points. **CCH encourages Proposers to respond to questions as concisely as possible.**

5.2.1 General Overview

Company Overview	Response
1. Provide Proposer’s company’s legal name, assumed name if any, address of corporate headquarters, and state of incorporation.	
2. Is the company controlled or owned by another organization? If so, please explain the relationship (sole proprietor, partnership, corporation, joint venture).	
3. Provide a brief overview of the company and a description of current operations. Include the number of employees, number of years in business, and number of years providing the proposed services.	
4. List Proposer’s principals/officers including President, Chairman, Vice Presidents, Secretary, Chief Operating Officer, Chief Financial Officer, and related contact information	
5. Is Proposer a licensed business to perform the work in scope? If so, please specify relevant certifications.	
6. Briefly describe the history of the Proposer’s organization (acquisitions, mergers, significant milestones) within the past 10 years.	
7. Are there pending mergers, acquisitions, or significant changes in Proposer’s company that could affect the product described below? If yes, please describe.	
8. Is Proposer a licensed business to perform the work in scope? If so, please specify relevant certifications.	
9. Is Proposer authorized to conduct business in Illinois? Please provide the Registration Number issued by the Illinois	

Secretary of State. Attach Cook County Assumed Business Name Certificate, if applicable. Provide a copy of the Certificate of Good Standing. If not authorized, please explain.	
10. Provide all locations where CCH data could potentially be accessed or stored.	
11. What are the top five revenue drivers for Proposer's company?	
Product Portfolio Information	Response
12. Who are the five largest clients currently using the same or similar solution being proposed in this RFP? What percentage of the company's total revenue is attributed to these clients?	
13. Provide the total number of customers over the last three (3) years.	
14. Provide the total membership supported by Proposer's products/services.	
15. List the lines of business supported by Proposer's products/services.	
16. List any professional accreditations pertinent to the services provided by this RFP.	
17. List any contracts that the Proposer has entered into during the past ten (10) years with Cook County, any Cook County department, or CCH.	
Financial Status	Response
18. Provide the Proposer's audited financial statements for the last three (3) fiscal years. Include the letter of opinion, balance sheet, schedules, and related auditor's notes. Summary format and links to online financials are allowed. If applicable, submit the financial report of the Proposer's parent company.	
19. State whether the Proposer or its parent company has ever received any sanctions or is currently under investigation by any regulatory or governmental body.	
20. State whether the Proposer or its parent company has ever filed for bankruptcy or any form of Reorganization under the Bankruptcy Code and, if so, the date and case number of the filing.	

21. Identify the percent of revenue across Medicaid and Medicare business lines.	
22. Provide revenue for the last three (3) fiscal years.	
23. Provide profit/(loss) for the last three (3) fiscal years.	
Legal Information	Response
24. Has Proposer lost any clients in the past three years? If yes, please describe the reasons for termination and whether it was voluntary.	
25. Provide a list of any pending litigation in which the Proposer may experience significant financial settlement and any known or suspected government investigations. Include a brief description of the reason for any identified action or investigation. <i>If no Legal actions are identified, simply state "[Company X] has no pending legal actions in which our firm will experience any significant impact to this Contract."</i> Provide a history of all legal action over the past 36 months.	
26. Has the Proposer been cited, fined or been notified of pending citation or financial penalties within the last five years for federal or state law violations and/or failure to implement regulations? If yes, explain in detail.	

5.2.2 General Provisions

- 5.2.2.1** Describe how Proposer will support CountyCare’s efforts during the annual HEDIS reporting event.
- 5.2.2.2** If awarded a Contract, list the account management team that will be assigned to this account. Include in the description roles, relevant experience, years in the industry, and location of operation. Indicate the primary contact dedicated to CCH.
- 5.2.2.3** Describe the processes in place to support HFS and CMS compliance and overall program compliance programs and processes, including how potential non-compliance issues are reported to CCH.

5.2.3 Product and Services Offering

For each of the annual HEDIS project areas below, provide an overview of the Proposer’s proposed

solution and any specific differentiators from Proposer's competitors. Describe each of the services that the Proposer provides as part of the proposed solution in the questions that follow. If Proposer's company does not offer the solution currently, but plans to in the future, please identify the timeline for such future implementation.

5.2.3.1 HEDIS Software Tool

- 5.2.3.1.1 Calculate all Medicaid and Medicare specific HEDIS administrative and hybrid rates.
- 5.2.3.1.2 Calculate all Medicare specific STAR ratings.
- 5.2.3.1.3 Provide a brief description of the data upload and quality assurance processes and available frequency of data loads and refreshes.
- 5.2.3.1.4 Describe the reporting capabilities and report export options of the HEDIS software for analysis, audits, and performance improvement intervention support. Include description of customization available for including additional member and provider information fields and file formats. Screen grabs may be included in description.
- 5.2.3.1.5 Describe the drill down capability to the event level for each measure by member. Screen grabs may be included in description.
- 5.2.3.1.6 Describe the supplemental data (both standard and non-standard) collection and integration in to the HEDIS software. Include technical guides for required data formats. Note the Medical Record Review tool to display compliance by administrative versus medical record review versus supplemental data.
- 5.2.3.1.7 Describe the technical support offered for the HEDIS software tool and user provisioning options in terms of granting software access to CountyCare staff and provider partners.

5.2.3.2 Chart Chase and Abstraction Process

- 5.2.3.2.1 Provide a brief description of the Proposer's chart abstraction process, including what distinguishes the Proposer from its competitors.
- 5.2.3.2.2 Provide a brief description of the medical record collection software to review chart abstracted data.
- 5.2.3.2.3 Describe how the Proposer supports chase logic, contacts providers for chart abstraction purposes, and identify any existing relationships with copy centers, Electronic Medical Record systems, etc.
- 5.2.3.2.4 Apply NCQA sampling methodology.
- 5.2.3.2.5 Ability to provide CountyCare with final performance measures by June of each year.
- 5.2.3.2.6 Ability to load measure rates into IDSS format.
- 5.2.3.2.7 Online portal that provides access to training material, resources, project dashboard, scheduled meetings, and SFTP site for file transfers.

5.2.4 Implementation

- 5.2.4.1** Describe the Proposer's implementation team and qualifications of team members. Indicate

those resources that will be dedicated and allocated to this Contract if selected.

- 5.2.4.2** What is the Proposer's typical implementation timeline, milestones, and major deliverables when bringing in a new client? Attach a sample of a typical implementation plan and schedule.
- 5.2.4.3** Describe the Proposer's pre-implementation audits and/or other readiness reviews. Please provide a sample of readiness check-lists, pre-implementation audit test scenarios, or other operational readiness artifacts that are typically used.
- 5.2.4.4** Describe the level of support the Proposer will provide during program development and implementation for CCH.

5.2.5 HIPAA and Regulatory Compliance

The Selected Proposer may have access to confidential information, including protected health information (PHI), to perform the functions, activities, or services for, or on behalf of, CCH as specified in this RFP. The Proposer must acknowledge that if awarded there is a high likelihood that the Selected Proposer may have access to PHI, in paper or electronic form, and thus, it shall sign a Business Associate Agreement with CCH. As a Business Associate, the Selected Proposer will agree to comply with all federal and state confidentiality and security laws and regulations, including HIPAA, HITECH, the Medicare Confidentiality Regulations, as defined herein, and all other applicable rules and regulations. The Proposer must commit to require all staff, including drivers, Attendants, and other personnel, and Subcontractors to complete HIPAA training upon hire, and no less frequently than annually thereafter. CCH reserves the right to review and accept the training program prior to implementation, or require the Selected Proposer to use HIPAA materials or training sessions supplied by CCH.

- 5.2.5.1** Is Proposer's company HIPAA compliant?
- 5.2.5.2** Has Proposer had a third party company confirm and certify Proposer as HIPAA compliant? If yes, which company provided the certification?
- 5.2.5.3** Has Proposer's company experienced any HIPAA violations during the past five (5) years?
- 5.2.5.4** Has Proposer's company been cited, fined, or been notified of pending citation or financial penalties within the last five (5) years for federal or state law violations and/or failure to implement regulations? If yes, explain in detail.
- 5.2.5.5** What is Proposer's defined process for transmitting PHI and how does it comply with both the content requirements and disclosure restrictions of all applicable state, federal, and public health laws? Provide documentation.
- 5.2.5.6** Describe Proposer's staff training programs for privacy and security awareness.
- 5.2.5.7** What other regulatory bodies need to oversee the services provided? How does Proposer stay updated on current laws, compliance issues, and CMS changes to Medicare Advantage? How does Proposer implement any necessary changes throughout the organization and ensure accuracy and timeliness? How does Proposer communicate these changes to clients and work with clients to update processes as needed?

6 Required Proposal Content

This RFP provides potential Proposers with sufficient information to enable them to prepare and submit Proposals. CCH is supplying a base of information to ensure uniformity of responses. It must be noted, however, that the guidelines should not be considered so rigid as to stifle the creativity of any Proposer responding.

This RFP also contains the instructions governing the submission of a Proposal and the materials to be included therein, which must be met to be eligible for consideration. All Proposals must fully respond to the information requested in this RFP in order to be considered responsive and eligible for award. Proposers providing insufficient details will be deemed non-responsive.

CCH expects all Proposals to reflect exceptional quality, reasonable cost, and overall outstanding service.

Any page of a Proposal that the Proposer asserts to contain confidential proprietary information such as trade secrets shall be clearly marked "CONFIDENTIAL PROPRIETARY INFORMATION" at the top of the page. Additionally, the specific portions of the page that are asserted to contain a trade secret must be noted as such. **However, note that ONLY pages that are legitimately confidential should be marked Confidential. CCH will return Proposals that mark all pages Confidential.**

Further, the Proposer is hereby warned that any part of its Proposal or any other material marked as confidential, proprietary, or trade secret, can only be protected to the extent permitted by Illinois Statutes.

Proposals shall not contain claims or statements to which the Proposer is not prepared to commit contractually. The information contained in the Proposal shall be organized as described in this section.

6.1 Executive Summary/Cover Letter

Please limit this section to two pages or less, including:

- a. Provide an Executive Summary of Proposer's service and product offerings, detailing why the Proposer's organization will provide the most cost effective, innovative product and services to CCH.
- b. Identify the point of contact (name, email, and phone) for this RFP.
- c. List key team members and partners (subcontractors) and respective services alignment (work to be performed by each subcontractor team under this Contract).
- d. Include a signature by an authorized representative of the Proposer's organization.

6.2 Response to Scope of Work

Proposer should insert its response to the Scope of Work (Section 5) in this section.

6.3 References and Track Record

Proposers must provide contact information for three (3) Medicaid/Medicare health plan client references.

In addition to the references above, please provide the contact information for the most recent two Medicaid/Medicare health plan clients who terminated Proposer's contract and went to another vendor, if applicable.

References and Track Record	
Name of the organization	
Name of the contact person (title, email and phone number. Email must be from an organization, not a personal email)	
Line of business	
HFS business	
Current client/terminated client	
Contract Period	
Project Scope	

6.4 Subcontracting or teaming and MBE/WBE Participation

The Proposer may be comprised of one or more firms as to assure the overall success of the project. The Proposer must present a team chart that clearly identifies each team member and specify each person's role in the project (this should be more detailed than the information provided in the executive summary). For each subcontractor, provide the name of the firm(s), brief company background, level of participation, Minority Business Enterprise/Women's Business Enterprise (MBE or WBE) if applicable, and the type of services each resource, from each firm, will provide.

The [Economic Disclosure Statement](#) Forms (EDS) should be submitted **in a separate envelope along with the Pricing Proposal**.

Consistent with Cook County, Illinois Code of Ordinances (Article IV, Division 8, Section 34-267), CCH has established a goal of **35% MBE/WBE participation** for this procurement.

The Proposer shall make good faith efforts to utilize MBE/WBE certified firms as subcontractors. In the event that the Proposer does not meet the MBE/WBE participation goal stated by CCH for this procurement, the Proposer must nonetheless demonstrate that it undertook good faith efforts to satisfy the participation goal. Evidence of such efforts may include, but shall not be limited to, documentation demonstrating that the Proposer made attempts to identify, contact, and solicit viable MBE/WBE firms for the services required, that certain MBE/WBE firms did not respond or declined to submit proposals for the work, or any other documentation that helps demonstrate good faith efforts. Failure by the Proposer to provide the required documentation or otherwise demonstrate good faith efforts will be taken into consideration by CCH in its evaluation of the Proposer's responsibility and responsiveness.

6.5 Conflict of Interest

Provide information regarding any real or potential conflict of interest. Failure to address any potential conflict of interest upfront may be cause for rejection of the Proposal.

If no conflicts of interest are identified, simply state "[Company X] has no conflict of interest."

6.6 Insurance Requirements

Prior to Contract award, the Selected Proposer will be required to submit evidence of insurance in the appropriate amounts. However, with its Proposal, the Proposer is required to provide a statement on their company letterhead stating their agreement, or objections if any, to meet all insurance

requirements stated below. Proposers may also submit current certificates of insurance evidencing compliance with this insurance provision.

The standard Insurance Requirements captured in the sample Contract General Conditions (GC-03) are replaced by the following:

Workers' Compensation Insurance.

Workers' Compensation shall be in accordance with the laws of the State of Illinois or any other applicable jurisdiction. The Workers' Compensation policy shall also include the following provisions:

- a. Employers' Liability coverage with a limit of:
 - \$ 1,000,000 each Accident;
 - \$ 1,000,000 each Employee; and
 - \$ 1,000,000 Policy Limit for Disease.
- b. Broad form all states coverage

Commercial General Liability Insurance.

The Commercial General Liability shall be on an occurrence form basis to cover bodily injury and property damage including loss of use. General Liability limits shall not be less than:

\$1,000,000 per occurrence and \$5,000,000 aggregate combined single limit for bodily injury and property damage. The General Liability policy shall include, without limitation the following coverages:

- a. All premises and operations;
- b. Broad Form Blanket Contractual Liability;
- c. Products/Completed Operations;
- d. Broad Form Property Damage Liability; and
- e. Cross liability.

Comprehensive Automobile Liability Insurance.

Comprehensive Automobile Liability to cover all owned, non-owned, and hired automobiles, trucks, and trailers. The Comprehensive Automobile Liability limits shall not be less than the following:

- a. Liability (All Autos): Bodily Injury & Property Damage – \$1,000,000 per Occurrence; and
- b. Uninsured/Motorists: Per Illinois requirements.

Umbrella/Excess Liability Insurance.

- a. \$2,000,000 each occurrence for all liability; and
- b. \$2,000,000 in the aggregate per policy year separately with respect to products and completed.

Professional Liability Insurance.

- a. \$1,000,000.00 each occurrence; and
- b. \$3,000,000.00 in the aggregate.

Additional Insured.

CCH, its officials, employees, and agents shall be named as additional insureds under the Commercial General Liability policy.

Qualification of Insurers.

All insurance companies providing coverage shall be licensed or approved by the Department of Insurance, State of Illinois, and shall have a financial rating no lower than (A-) VII as listed in A.M. Best's Key Rating Guide, current edition or interim report. Companies with ratings lower than (A-) VII will be acceptable only upon written consent of the CCH Legal Department.

Subcontractor Insurance Requirements.

Contractor shall require that Providers who become Subcontractors to the Selected Proposer perform such functions as utilization review or credentialing hereunder, carry professional liability insurance in an amount of:

- a. \$1,000,000 per each occurrence; and
- b. \$3,000,000 in the aggregate.

Additional Insured Requirements.

The required insurance policies, with the exception of the Workers Compensation and Professional Liability, must name CCH, its officials, employees, and agents as additional insureds with respect to operations performed on a primary and non-contributory basis. Any insurance or self-insurance maintained by CCH shall be excess of the Selected Proposer's insurance and shall not contribute with it. The full policy limits and scope of protection shall apply to CCH as an additional insured even if they exceed the minimum insurance limits specified above.

Qualification of Insurers.

All insurance companies providing coverage shall be licensed or approved by the Department of Insurance, State of Illinois, and shall have a financial rating no lower than (A-) VII as listed in A.M. Best's Key Rating Guide, current edition or interim report. Companies with ratings lower than (A-) VII will be acceptable only upon consent of the Cook County Department of Risk Management. The insurance limits required herein may be satisfied by a combination of primary, umbrella, and/or excess liability insurance policies.

Insurance Notices.

Contractor shall notify the Supply Chain Management (SCM) Department with thirty (30) days advance written notice if insurance will be cancelled, materially reduced, or non-renewed. The Selected Proposer shall secure replacement coverage to comply with the stated insurance requirements and provide new certificates of insurance to SCM.

Prior to the date on which the Selected Proposer commences performance of its part of the work, the Selected Proposer shall furnish to SCM certificates of insurance maintained by the Selected Proposer. The receipt of any certificate of insurance does not constitute agreement by CCH that the insurance requirements have been fully met or that the insurance policies indicated on the certificate of insurance are in compliance with the insurance requirements above.

In no event shall any failure of CCH to receive certificates of insurance required hereof or to demand receipt of such Certificates of Insurance be construed as a waiver of the Selected Proposer's obligations to obtain insurance pursuant to these insurance requirements.

Waiver of Subrogation Endorsements

All insurance policies must contain a Waiver of Subrogation Endorsement in favor of CCH.

6.7 Contract

Sample Contract **CCH General Conditions of Contract** available on the [Doing Business with Cook County Health](#) webpage.

The screenshot shows the Cook County Health website header with navigation links for SERVICES, PATIENTS & VISITORS, LOCATIONS, ABOUT US, EDUCATION & RESEARCH, and NEWS. Below the header are three document thumbnails:

- Economic Disclosure Statement and Execution**: A table with columns for Section and Description, listing items like Instructions, MBE/WBE Utilization Plan, Letter of Intent, etc.
- Cook County Health General Conditions**: A document titled 'PART II - GENERAL CO' with sections for 'GC-01 SUBCONTRACTING OR ASSIGNMENT OF CO' and 'Once awarded, this Contract shall not be subcontracted...'. A red circle highlights this document, and a red arrow points from it to the download button.
- Code of Ethics**: A document titled 'CODE OF ETHICS' with sections for 'A. QUALITY OF CARE' and 'B. RESEARCH'.

Below the thumbnails is an orange button that reads: **CLICK HERE TO VIEW AND DOWNLOAD RFP DOCUMENTS** with a right-pointing arrow.

Execution of the Contract is not required at the time the qualifications are submitted. However, if the Proposer disagrees with any Contract provisions or Special Conditions (below), or is proposing alternate language, it shall include the language for consideration by submitting the proposed redlines on the sample Contract General Terms and Conditions document.

CCH will not consider any exceptions or proposed alternate language to the Contract General Terms and Conditions if the Proposer does not include these objections or alternate language with the Proposal.

CCH shall not be deemed to have accepted any requested exceptions by electing to engage a Proposer in negotiations of a possible Contract.

6.8 Economic Disclosure Statement

Proposer must submit an executed Economic Disclosure Statement (“EDS”) ***with the Pricing Proposal in a separate envelope.***

The EDS form can be found at https://cookcountyhealth.org/wp-content/uploads/EDS_Revised_9-2016-092316-1.pdf

6.9 Pricing Proposal

Proposers must submit Pricing Proposals in a separate sealed envelope clearly marked with the RFP number and the label “Pricing Proposal.” Proposers are required to submit one (1) paper pricing file and one (1) electronic pricing file (***in Excel*** and emailed to the email addresses specified on the cover page).

CCH makes no guarantee that the services or products identified in this RFP will be required.

CCH is neither obligated to purchase the full quantities proposed by the Proposer, nor to enter into an agreement with any one Proposer.

6.10 Addenda

Since all Addenda become a part of the Proposal, **all Addenda must be signed by an authorized Proposer representative and returned with the Proposal. Failure to sign and return any and all Addenda acknowledgements shall be grounds for rejection of the Proposal.**

Addenda issued prior to the Proposal due date shall be made available via CCH website:
<https://cookcountyhealth.org/about/doing-business-with-cook-county-health/bids-rfps/>

Evaluation and Selection Process

6.11 Evaluation Process

Proposals will be evaluated by a RFP Evaluation Committee. The Committee may invite one or more Proposers to make presentations and/or demonstrations.

The Evaluation Committee, at its option, may request that all or a shortlisted group of Proposers engage in proactive pricing feedback, submit clarifications, schedule a site visit of their premises (as appropriate), provide additional references, respond to questions, or consider alternative approaches.

6.12 Right to Inspect

CCH reserves the right to inspect and investigate thoroughly the establishment, facilities, equipment, business reputation, and other qualification of the Proposer and any proposed Subcontractors and to reject any Proposal regardless of price if it shall be administratively determined that in CCH’s sole discretion the Proposer is deficient in any of the essentials necessary to assure acceptable standards of performance. CCH reserves the right to continue this inspection procedure throughout the life of the Contract that may arise from this RFP.

6.13 Consideration for Contract

Any proposed Contract including all negotiations shall be subject to review and approval of CCH management, CCH Legal, and CCH’s Board of System Board. Proposed Contracts are also subject to review by the Cook County Office of Contract Compliance.

Following finalization of Contract documents to the satisfaction of CCH executive management, CCH shall secure appropriate reviews and may approve the proposed Contract for execution in its sole discretion. The identity of the successful Proposer shall be posted on the website.

7 Evaluation Criteria

7.1 Responsiveness of Proposal

Proposals will be reviewed for compliance with and adherence to all submittal requirements requested in this RFP. Proposals which are incomplete and missing key components necessary to fully evaluate the Proposal may, at the discretion of the System Director of Supply Chain Management or designee, be rejected from further consideration due to non-responsiveness and rated “Non-Responsive.” However, Proposals not meeting the requirements in Section 5 will be eliminated and shall not be further evaluated.

7.2 Technical Proposal

Proposals will be reviewed and selected based on the following criteria.

Successful Proposers will demonstrate innovative HEDIS solutions and software for CountyCare’s distinct population. The response must demonstrate knowledge in HEDIS reporting, medical record retrieval and abstraction, HEDIS analytics and reports, government healthcare programs, and the regulatory and privacy environment. The Proposer should articulate their experiences in a succinct and direct manner. The responses should refrain from statements not directly related to the question and general statements should be supported by factual proof points. **CCH encourages Proposers to respond to questions as concisely as possible.**

Each answer to the Scope of Work will be scored against the following rubric:

Rating	Score	Description
Excellent	5	The Proposer far exceeds the criteria. The response indicates that the Proposer will provide high-quality services and is proactive and innovative.
Good	4	The Proposer exceeds the criteria. The response indicates that the Proposer will exceed CCH’s needs. The Proposer demonstrates some innovative features not shown in typical Proposals.
Meets Criteria	3	The Proposer meets but does not exceed the criteria. The response indicates that the Proposer will meet CCH’s needs.
Fair	2	The Proposer’s answer is minimal; or the answer is very general and does not fully address the question; or the Proposer meets only some of the criteria.
Poor	1	The Proposer misinterpreted or misunderstood the question; or the Proposer does not answer the question/criteria in a clear manner or the Proposer does not answer the question; or the Proposer does not meet the criteria.
Non-Responsive	0	Information is not provided or what is being proposed would be a violation of contractual or regulatory requirements.

Evaluation of the Proposals will also include a demonstration of the HEDIS software, reporting capabilities, and other relevant systems or tools to carry out the functions described in the scope of

work. Additionally, there will be a closed-door interview session with the Proposer’s implementation manager and Account Management team.

7.3 Reasonableness of Overall Price

Price will be evaluated separately for overall reasonableness and competitiveness.

7.4 Other Qualitative Criteria

The System Director of Supply Chain Management may, at his own discretion reject a Proposal from further consideration due to “Non-Responsiveness,” if a Proposal does not completely address the following:

1. MBE/WBE Utilization Plan (EDS forms);
2. Financial Status;
3. Conflict Interest;
4. Insurance Requirements;
5. Contract Terms and Conditions (objections and/or suggested alternate language);
6. Legal Actions;
7. Addenda acknowledgement (See [Addenda Section](#))

8 Instructions to Proposers

These instructions to Proposers contain important information and should be reviewed carefully prior to submitting the Required Proposal Content. Failure to adhere to the procedures set forth in these instructions, failure to provide positive acknowledgement that the Proposers will provide all services and products, or failure to provide acceptable alternatives to the specified requirements may lead to disqualification of the submitted Proposal.

8.1 Questions and Inquiries

Questions regarding this RFP must be submitted in writing to the contact(s) email listed on the cover page of this RFP no later than the date stated in the Schedule outlined in Section 4.

Question must be submitted in the following format, **in MS Excel**, and the subject of the email should reference the RFP number, Title, and Proposer’s name.

ID	Proposer Name	RFP Section	Question
1.			
2.			
3.			
4.			

Should any Proposer have questions concerning conditions and specifications, or find discrepancies in or omissions in the specifications, or be in doubt as to their meaning, they should notify the Supply Chain Management Office via the email provided on the cover sheet no later than the date stated on the Schedule outlined in Section 4 and obtain clarification prior to submitting a Proposal. Such inquires must reference the Proposal due date and RFP number.

8.2 Number of Copies

Proposers are required to submit one (1) original hard copy and one (1) electronic copy (emailed to the email addressed on the cover page) no later than the time and date indicated in the RFP.

NOTE: One (1) paper copy of the Pricing Proposal and one (1) EDS copy must be submitted separate from the rest of the response.

Each submission must then be separated as follows:

1. **One (1) technical hard copy - the original - excluding Pricing and EDS forms;**
2. **One (1) Pricing and EDS hard copies in a separate envelope;**
3. **One (1) complete electronic response package (including Excel pricing file and EDS) emailed to the email addresses on the cover page. The technical response must be a single electronic file (do not submit a separate file for each RFP section). The email must clearly indicate the RFP Number and Title.**

DO NOT USE EXPENSIVE PAPER OR MARKETING GRAPHICS THAT MAY DISTORT ELECTRONIC PAGES.
PLEASE USE STANDARD 8 1/2" by 11" PAPER.

8.3 Format

Hardcopies of the Proposal should be submitted in 3-ring binders only (except the Pricing Proposal, which may be submitted in a separate envelope). Material should be organized following the order of the Required Proposal Content Section separated by **labeled tabs**. Expensive paper and bindings are discouraged since no materials will be returned. **Numbered titles and pages are required.**

CCH reserves the right to waive minor variances.

8.4 Time for Submission

Proposals shall be submitted no later than the date and time indicated on the cover page of this RFP. **Late submissions will not be considered.**

8.5 Packaging and Labeling

The outside wrapping/envelope shall clearly indicate the RFP title, Proposer's name, Proposer's address, and Point of Contact information. **The Pricing Proposal and EDS shall be submitted in a separate sealed envelope but can be in the same box.** The envelope shall clearly identify the content as "Pricing Proposal." All other submission requirements shall be included with the Technical Proposal.

8.6 Timely Delivery of Proposals

The Proposal(s) must be either delivered by hand or sent to CCH through U.S. Mail or other available courier services to the address shown on the cover sheet of this RFP. Include the RFP number on any package delivered or sent to CCH and on any correspondence related to the Proposal. If using an express delivery service, the package must be delivered to the designated building and drop box. Packages delivered by express mail services to other locations might not be re-delivered in time to be considered. CCH assumes no responsibility for any Proposal not so received.

8.7 Availability of Documents

CCH publishes competitive Proposal, RFP, and other procurement notices, as well as award information, at <https://cookcountyhealth.org/> under the "Doing Business with Cook County Health" tab. Proposers

intending to respond to any posted solicitation are encouraged to visit the website above to ensure that they have received a complete and current set of documents.

8.8 Alteration/Modification of Original Documents

The Proposer certifies that no alterations or modifications have been made to the original content of this Proposal/RFP or other procurement documents (either text or graphics and whether transmitted electronically or hard copy in preparing this Proposal). Any alternates or exceptions (whether to products, services, terms, conditions, or other procurement document subject matter) are apparent and clearly noted in the offered Proposal. Proposer understands that failure to comply with this requirement may result in the Proposal being disqualified and, if determined to be a deliberate attempt to misrepresent the Proposal, may be considered as sufficient basis to suspend or debar the submitting party from consideration from future competitive procurement opportunities.

8.9 Cost of Proposer Response

All costs and expenses in responding to this RFP shall be borne solely by the Proposer regardless of whether the Proposer's Proposal is eliminated or whether CCH selects to cancel the RFP or declines to pursue a Contract for any reason. The cost of attending any presentation or demonstration is solely the Proposer's responsibility.

8.10 Proposer's Responsibility for Services Proposed

The Proposer must thoroughly examine and read the entire RFP document. Failure of Proposers fully to acquaint themselves with existing conditions or the amount of work involved will not be a basis for requesting extra compensation after the award of a Contract.

8.11 RFP Interpretation

Interpretation of the wording of this document shall be the responsibility of CCH and that interpretation shall be final.

8.12 Specifications and Special Conditions

The specifications in this document provide sufficient information for Proposers to devise a plan and provide pricing. Minor variations from those specifications will be considered as long as Proposers identify any instance in which their services specifications differ from those set forth in the Proposal documents.

8.13 Errors and Omissions

The Proposer is expected to comply with the true intent of this RFP taken as a whole and shall not avail itself of any errors or omission to the detriment of the services or CCH. Should the Proposer suspect any error, omission, or discrepancy in the specifications or instructions, the Proposer shall immediately notify CCH in writing, and CCH will issue written corrections or clarifications. The Proposer is responsible for the contents of its Proposal and for satisfying the requirements set forth in the RFP. Proposer will not be allowed to benefit from errors in the document that could have been reasonably discovered by the Proposer in the process of putting the Proposal together.

8.14 Proposal Material

The Proposal material submitted in response to the RFP becomes the property of CCH upon delivery to the Supply Chain Management Office and may become part of a Contract.

8.15 Confidentiality and Response Cost and Ownership

All information submitted in response to this RFP shall be confidential until CCH has executed a Contract with the successful Proposer or has terminated the RFP process and determined that it will not reissue the RFP in the near future. Following such actions, the contents of Proposals submitted in response to this RFP may be disclosed in response to requests made pursuant to the provisions of the Illinois Freedom of Information Act ("FOIA"). If a Proposer wishes to preserve the confidentiality of specific proprietary information set forth in its Proposal, it must request that the information be withheld by specifically identifying such information as proprietary in its Proposal. CCH shall have the right to determine whether it shall withhold information upon receipt of a FOIA request, and if it does so pursuant to a Proposer request, the Proposer requesting confidential treatment of the information shall bear the costs of asserting that there is a proper exemption justifying the withholding of such information as proprietary in any court proceeding which may result. This notwithstanding, Proposer is on notice that the CCH is subject to the FOIA and that any documents submitted to the CCH by the Proposer may be released pursuant to a request under the FOIA.

8.16 Awards

CCH may, at its discretion, evaluate all responsive Proposals. CCH reserves the right to make the award on an all or partial basis or split the award to multiple Proposers based on the lowest responsible Proposers meeting the specifications, terms, and conditions. If a split award impacts the outcome of the project, it must be so stated in the Proposal.

8.17 CCH Rights

CCH reserves the right to reject any and all offers, to waive any informality in the offers and, unless otherwise specified by the Proposer, to accept any item in the offer. CCH also reserves the right to accept or reject all or part of Proposer's Proposal, in any combination that is in the best interest of CCH.

8.18 Cancellation of RFP; Requests for New or Updated Proposals

CCH, in its sole discretion, may cancel the RFP at any time and may elect to reissue the RFP later. CCH may also issue an Addendum modifying the RFP and may request supplemental information or updated or new Proposals.

9 Definitions

The following definitions shall apply to this RFP:

"Addendum" or "Addenda" shall refer to one or more documents posted to CCH website indicated in Section 6.12 by which modifies this Request for Proposals or provides additional information.

"Board" or "System Board" shall refer to the Board of Directors of the Cook County Health.

"Contract" shall mean a properly executed Contract that has been negotiated between CCH and a Proposer for some or all of the Deliverables described in this RFP.

"Contractor(s)" and "Selected Proposer" shall mean the individuals, businesses, or entities that have submitted a Proposal and have negotiated a Contract that has been properly executed on behalf of the Contractor and CCH.

"County" shall mean the County of Cook, Illinois, a body politic and corporate.

“Deliverables” shall refer to the items, supplies, equipment, or services that will be provided pursuant to any Contract entered into as a result of this RFP.

“General Conditions” shall mean the terms and conditions posted to the CCH website.

“Party” or “Parties” means the Cook County Health and Contractor.

“Patient” means an individual receiving services at CCH locations or from CCH Covered Services Providers.

"Procurement Director" or "Chief Procurement Officer" shall mean the System Director of Supply Chain Management who serves as chief procurement officer for the CCH.

"Proposal" shall mean the document(s) submitted by Proposer(s) in response to this RFP that constitute a Proposer's offer to enter into contract with the CCH under terms consistent with this RFP, subject to the negotiation of a Contract and approval by the Board.

"Proposer(s)" shall mean the individuals or business entities, if any, submitting a Proposal in response to this RFP.

"Request for Proposals" or "RFP" shall refer to this solicitation of Proposals by CCH that may lead to the negotiation of a Contract and the recommendation that the CCH authorize a Contract with a Proposer.

“Subcontractor” means any person or entity that has an agreement with Contractor to provide services related to this RFP.