



# COOK COUNTY HEALTH

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## COOK COUNTY HEALTH (CCH)

### REQUEST FOR PROPOSAL RFP # H23-0059

**TITLE: INTERACTIVE TEXT & EMAIL COMMUNICATIONS WITH ENROLLEES**

**GENERAL DESCRIPTION:** Health Plan Services is seeking to identify competitive qualified proposers to contract for providing consulting services and technology platform for managing outreach to CountyCare Enrollees about Enrollee incentives, health reminders and important administrative reminders.

**DATE ISSUED:** September 27, 2023

**VENDOR QUESTIONS DUE DATE:** October 6, 2023, by 2:00 P.M. CT

All questions regarding this RFP should be directed to <https://forms.office.com/r/YH3wegy5yr>

**RESPONSE/ PROPOSAL DUE DATE:** October 31, 2023, by 2:00 P.M. CT

**Responses to this RFP shall be submitted no later than 2:00 PM (CT) on October 31, 2023 by sending an electronic copy via email to [purchasing@cookcountyhhs.org](mailto:purchasing@cookcountyhhs.org).**

The RFP and related Addenda will be posted at the <http://www.cookcountyhealth.org> website under the "Doing Business with Cook County Health tab.

**PRE-PROPOSAL CONFERENCE /FIELD INSPECTION: None**

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## **1. Hospital System Background**

### **1.1 Cook County Health**

Cook County Health (CCH) provides a wide range of health care services and operates the John H. Stroger, Jr. Hospital of Cook County, a tertiary, acute care hospital and Provident Hospital of Cook County, a community acute care hospital. Cook County Health is also comprised of:

- More than a dozen community health centers offering primary and specialty care and diagnostic services
- The Cook County Department of Public Health (CCDPH), a certified local public health department serving most of suburban Cook County
- Cermak Health Services of Cook County, which provides health care services to the detainee in the Cook County Sheriff's Department of Corrections and to the residents of Cook County's Juvenile Temporary Detention Center
- The Ruth M. Rothstein CORE Center, a comprehensive care center for care of HIV and other infectious diseases, and
- CCH, the largest Medicaid managed care plan in Cook County and one of the largest in the northeast region of the state.

CCH history and mission to care for all, regardless of the ability to pay, dates back to 1835. In that time, CCH has cared for millions of people, trained thousands of doctors, and conducted important research that has contributed to modern day practices in hospitals. We have centers of excellence in trauma, burn and emergency care, oncology, endocrinology, infectious disease and other areas. We have long been the safety net to the safety net when it comes to caring for the uninsured, a mission that remains today despite the new healthcare environment in which we operate.

CCH is one of the largest public health systems in the United States. As a provider of care, CCH sees approximately 300,000 unique patients annually through more than 1 million outpatient visits and more than 20,000 admissions, including 77,000 detainees at the Cook County Department of Corrections and residents of the Juvenile Temporary Detention Center. We are the largest provider of HIV care in the Midwest and one of the largest in the nation. On an average day, CCH fills nearly 20 times as many outpatient prescriptions than the average commercial pharmacy. The CCDPH is a state and nationally certified public health authority serving the majority of suburban Cook County.

CCH firmly believes that to obtain the true benefits provided by the Patient Protection and Affordable Care Act (ACA) health care transformation must go beyond simply increased access to health insurance and must extend to health practice as well. The launch of CountyCare in fall 2012 under the ACA's Early Enrollment Option set the course for CCH's transformation. In the two years since, CCH has seen a dramatic shift in its Payer mix such that a majority of CCH Patients is now insured – the first time this has been the case in CCH's 180-year history of direct care.

### **1.2 Health Plan Services**

Health Plan Services (HPS) is a Department within CCH that manages CountyCare, an Illinois Medicaid managed care plan. In 2013, CCH launched CountyCare, as a demonstration project through the Centers for Medicare and Medicaid Services (CMS) 1115 Waiver granted to the state of Illinois Medicaid agency to 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 (2018 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), Managed Long Term Services and Supports (MLTSS), Special Needs Children (SNC), and Integrated Care Program (ICP).

CountyCare receives a capitated per member (enrollee) per month rate for every enrollee in its health plan. CountyCare currently has over 450,000 Medicaid enrollees.

The CountyCare provider network includes all CCH facilities, every Federally Qualified Health Center (FQHC) in Cook County, and more than 60 hospitals. For CountyCare, innovation, member experience and health equity are themes in its development and growth, with a consistent focus on establishing itself as a pioneering provider-led and governed health plan.

## **2. Purpose**

HPS seeks a qualified messaging vendor who will support HPS in implementing an innovative and secure communications program designed to drive higher engagement and satisfaction for Enrollees and providers. Most importantly, we seek a messaging solution that will improve the health and well-being of HPS Enrollees.

HPS seeks to significantly improve the management of its communications with Enrollees about incentives relating to health and wellness, redetermination, as well as messaging to Enrollees about important health plan activities. The successful Proposer must deliver individualized messaging (via SMS text and email). The Proposer must leverage data analytics to optimize outreach efforts based on the population engagement preferences and collect and share with HPS updated Enrollee contact information including language preferences. The successful Proposer will provide services, including health and wellness messaging, in an efficient, transparent, and collaborative manner that assures high quality communications and Enrollee experience.

The successful Proposer must deliver a turn-key communications solution that will enable HPS to meet the following business goals and objectives:

- Improved Enrollee retention
- Increased Enrollee engagement
- Collection of current and complete Enrollee contact information
- Increased completion rates of high-priority preventative activities (e.g., Health Risk Survey (HRS) mammography and other screening activities, follow up visits with primary care providers, etc.)
- Improved performance on HEDIS measures
- Overall improvement in quality performance

Communication services delivered under the Contract resulting from this procurement must also be in compliance with the County MCCN Contract, CMS as well as any contracts HPS/CCH enters into with other regulatory bodies.

### **a. Term of Services**

The term of services shall be for thirty-six (36) months, with option to extend the term for three additional one (1) year terms if project deliverables are met. The award agreement may be terminated by CCH for convenience following thirty (30) calendar days' prior written notice of termination.

b. Basis of Award

The basis of award shall be to a single or multiple Proposers based on the highest rated Proposal offering the best value to CCH meeting the specifications, terms, and conditions in accordance with the evaluation criteria set forth in this RFP.

**3. Schedule**

CCH anticipates the following schedule.

Activity	Estimated Date
RFP posted to the website	September 27, 2023
Pre-Proposal and Site Visit	None
Proposer Inquiry Deadline	October 6, 2023 by 2:00 P.M. CT.
CCH response to Vendor Questions-Tentative	Week of October 9, 2023
Proposal Due Date	October 31, 2023, by 2:00 P.M. CT.

**4. Scope of Services**

**4.1 Qualifications**

Applicants **must meet the following minimum qualifications:**

Minimum Qualifications		Response (Y/N) and narrative
1	A minimum of two (2) years of experience successfully implementing, managing, and delivering member engagement services in programs supported by Medicaid or other governmental programs.	
2	A minimum of two (2) years of experience providing text messaging services to health plans.	
3	Ability to text multiple phone numbers associated with one member ID	
4	Ability to text in multiple languages	
4a	Ability to identify selected language and send all future campaign messages in member's selected language	
5	Ability to automate reports as requested i.e. monthly or quarterly	
6	Ability to have texts sent from short code that states name of the health plan	
7	Ability to text a secure survey to members and share the response file daily with the HPS.	
8.	Ability to send text messages that include educational information in video or other graphics including links to website or resources.	

#### 4.2 Preferred Qualifications

In addition, successful applicants will likely meet some of the following preferred qualifications:

Preferred Qualifications		Response (Y/N) and narrative
1	Experience partnering with public sector organizations	
2	Experience providing services in Illinois Medicaid Managed Care market	
3	Industry-recognized accreditation and/or certifications (please list)	
4	Ability to ingest and manipulate full membership files for specific text campaigns	
5	Ability to create interfaces with other organizations like reward/member incentives vendors.	

**Proposer should explicitly address the above qualifications in their response to this RFP. Please provide comment and additional detail in less than 5 pages single spaced for the minimum and preferred qualifications.**

#### 4.3 Service Requirements and Responsibilities Matrix

Health Plan Services is seeking applicants that meet the below qualifications. Applicants should state if they meet these requirements (using Y, N or NA). **Applicants must include and explicitly address how proposer will meet or why proposer cannot meet each of the below qualifications in their response to this RFP.** Please use the corresponding response codes listed below in Applicant’s RFP response. Applicants should articulate their responses 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. Responses to section 4.3 shall not exceed 20 pages maximum.

Response code	Category Description
<b>Y</b>	Demonstrated (operational today). This response indicates that the process/technology described is in use by the Proposer for that product. If requested by CCH, Proposer can provide outcomes and/or examples of how the process/technology is currently deployed. If the proposer is leveraging another organization’s expertise, process, or technology then a “T” should be used.
<b>D</b>	Under Development. This response indicates that the process/technology described is currently under development and/or designed but is not yet operational in any of the Proposer’s operational markets.
<b>M</b>	Modify. This response means that the Proposer is willing to develop the process/technology. Any cost of this enhancement to CCH should be itemized and included in the Proposer’s projected cost of implementation.
<b>T</b>	Third Party. This response means that the functionality is available from a third party partner of the vendor. If third party products are proposed, please include an itemized list in the projected costs along with any projected costs chargeable to CCH.
<b>N</b>	This response indicates the Proposer does not have an applicable process/technology.



Service Requirements		Will commit to meeting requirement (Y/N/NA)	Response code (Y/D/M/T/N)
<b>4.3.1</b>			
4.3.1.1	Proposer has documented experience providing services for Enrollees receiving their health care from safety net, community-based organizations, specifically Federally Qualified Health Centers (FQHCs) and Community Mental Health Centers (CMHCs).		
4.3.1.2	Proposer agrees to conduct contract-related meetings at CCH offices at CCH's request. The account manager will respond to CCH calls/emails within one business day.		
4.3.1.3	Proposer agrees to use only United States-based resources to support the activities outlined in this RFP.		
4.3.1.4	Proposer will not allow any enrollee data to be transmitted, used, accessed or maintained outside of the United States or U.S. Territories.		
4.3.1.5	Proposer will not change members of the account team without prior approval of CCH.		
4.3.1.6	Proposer agrees to provide all information necessary for completion of CCH or CMS audits.		
4.3.1.7	Proposer agrees to provide access to systems housing CCH activity.		
4.3.1.8	Proposer agrees to provide a monthly report package consisting of a mutually agreed upon reporting including daily responses to all secure surveys that may be live within a text campaign including incomplete surveys. A sample of these reports shall be submitted with the Proposal.		
4.3.1.9	Proposer agrees to comply with all applicable laws and regulations governing services provided to CCH members.		
4.3.1.10	Proposer agrees to ensure that all policies and procedures comply with State and Federal regulations for all Contract activities.		
4.3.1.11	Proposer shall abide 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.		

	Service Requirements	Will commit to meeting requirement (Y/N/NA)	Response code (Y/D/M/T/N)
4.3.1.12	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.		
4.3.1.13	Proposer agrees upon termination of the Contract to continue to provide run-out processing and customer service to members for a period of two (2) months at no charge to CCH. In addition, all financial reports must continue to be provided at the established schedule and the Performances Guarantees for accuracy and timeliness will still apply.		
4.3.1.14	Proposer agrees to make all policies and procedures related to the execution of Contract functions to CCH transparent to CCH.		
4.3.1.15	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.		
4.3.1.16	Proposer confirms it will be responsible for payment of any monetary fines levied against CCH by CMS or HFS as a result of an action by the Proposer that incurred the citation.		
4.3.1.17	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.		
4.3.1.18	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.		
4.3.1.19	Proposer shall provide CCH with the information necessary to fully respond to any CMS or state inquiries and requests for information no later than the date required by CMS/ state or a different date specified by CCH.		
4.3.1.20	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.		
4.3.1.21	Proposer shall abide by any corrective action plan (CAP) provisions and shall provide required information to CCH CMS or state no later than the date specified by the party.		

	Service Requirements	Will commit to meeting requirement (Y/N/NA)	Response code (Y/D/M/T/N)
4.3.1.22	All CCH data (including CCHP data) will remain the exclusive property of CCH.		

**4.4 Requirements and Specifications for the Communications Solution**

For each of the functions described under Section 4.4, describe in detail the Proposer’s solution to fully comply with the requirements of the RFP. Responses to section 4.4 shall not exceed 30 pages maximum.

**4.4.1 Administrative Functions**

The Proposal for the Communications Solution must reflect and include all administrative functions necessary to perform the Proposer’s obligations under the Contract, including the costs of regulatory compliance and security certifications set forth in this RFP.

**4.4.2 Data Processing & Outreach Responsibilities**

- 4.4.2.1 Secure exchange of Enrollee data *with CCH* in order to implement, operate, maintain, and report on the incentive and messaging program.
- 4.4.2.2 Secure exchange of Enrollee data *with CCH contracted entities* in order to implement, operate, maintain, and report on the incentive and messaging program.
- 4.4.2.3 Validation of Enrollee phone numbers to determine if the numbers are mobile numbers or landlines.
- 4.4.2.4 Enrichment of the combined dataset with updated contact information (phone number and physical address), demographic data, and information on consumer behaviors. The updated data set will be shared with CCH on a monthly basis.
- 4.4.2.5 Development of custom SMS Text Flows to support CCH communications, including reminders about important health plan activities and Enrollee incentives. For purposes of these specifications, a Text Flow is defined as a string of interactive SMS text communications between the Communications Solution vendor and Enrollees relating to redetermination, incentives, or quality and wellness activities in the Enrollee incentive program.
- 4.4.2.6 Outreach to eligible CCH Enrollees via SMS text and other channels (information distributed in medical homes, CCH call center, CCH postal mailings) in a manner defined during the discovery and planning period. All Enrollee communications materials and content (including potential SMS text messages, call center scripts, and postal mailings) will be shared with CCH for advance written approval before sending to Enrollees.
- 4.4.2.7 Outreach via email to CCH Enrollees. All email communications will be drafted and approved by CCH. Contractor will track email addresses and communicate updated contact information to CCH.

- 4.4.2.8 All communications to CCH enrollees must be tested by CCH prior to being sent. Testing is defined as launching a text message in all languages to a select group of CCH individuals to ensure verbiage, links, surveys, and all other content is correct and is sent successfully.
- 4.4.2.9 Ability to text multiple mobile phone numbers associated with one (1) member ID number.
- 4.4.2.10 Proposer must be able to send large number of texts (300k+) in one day increments/batches of no more than 5K members at the time.
- 4.4.2.11 Proposer must be able to stop and restart campaign in real time.

#### **4.4.3 Enrollee Engagement & Activation**

- 4.4.3.1 Proposer will provide a mechanism for inviting Enrollees to “opt-in” to become participants and receive messages about various CCH programs.
- 4.4.3.2 Authentication of Enrollee users of the Communications Solution. Enrollee authentication will consist of providing identifying information, which may include Medicaid Recipient ID Number (RIN), Medicare Advantage Member ID, date of birth, and/or other information to be mutually agreed upon by Contractor and CCH.
- 4.4.3.3 Processes for eliciting Enrollee confirmations and updates of contact information on an ongoing basis.
- 4.4.3.4 Delivery of individualized messaging to participants via SMS text and email to communicate available incentives, participant goals, and support resources (including medical homes and health plan care managers).
- 4.4.3.5 Delivery of administrative reminders relating to reward activities.
- 4.4.3.6 Ability to launch secure surveys with 2-step verification capabilities to accommodate current surveys/screenings and future needs.
- 4.4.3.7 Ability to identify member responses that require urgent attention based on verbiage identified by CCH.

#### **4.4.4 Key Performance Indicators**

Below are a few key performance indicators that the proposer will be required to meet. Please indicate how proposer will meet these requirements:

- 4.4.4.1 Initial text messages are sent to eligible Enrollees with valid mobile phone numbers within 7 days of receiving approval from CCH to initiate text flows.
- 4.4.4.2 At least ten (10) interactive text and email message campaigns are operational by the end of the first quarter of the Contract term.
- 4.4.4.3 Unlimited email blasts are sent to all eligible Enrollees with valid email addresses, or those targeted by CCH, within seven (7) days of approval to initiate from CCH. For purposes of this RFP, an Email Blast is a one-way communication via Communications Solution email on behalf of CCH to notify or inform Enrollees of redetermination activities, plan benefits,

plan activities, policies, health promotion events, or other health-related information of CCH's choosing.

**4.4.5 Project Management**

- 4.4.5.1 A dedicated Project Manager (PM) must be assigned by the Proposer to ensure that all tasks and services are delivered, and all milestones met as set forth in (a) project management best practices, and (b) these specifications.
- 4.4.5.2 The PM will coordinate project kickoff with a CCH project manager and conduct regular meetings to review project plans, status, progress, risks, and issues on a schedule established by CCH.
- 4.4.5.3 The PM will be required to deliver a comprehensive Program Plan that will be reviewed by and made accessible to CCH. The Program Plan must be updated promptly when needed, and changes must be communicated to CCH immediately.
- 4.4.5.4 Written status and progress reports must be delivered to CCH by the PM on a bi-weekly (every two weeks) basis, detailing progress to date, Enrollee outreach statistics, milestones achieved, plans for the next reporting period, and any unresolved issues or problems.

**4.4.6 Contract Performance Review**

- 4.4.6.1 Meetings with the CCH project team on a weekly basis, or as otherwise required by CCH, in-person or by phone, to track, monitor and report:
  - 4.4.6.1.1 Status of program goals and objectives;
  - 4.4.6.1.2 Invoicing status; and
  - 4.4.6.1.3 Program performance.
- 4.4.6.2 Validation with key stakeholders regarding the appropriate level of contract performance reporting information.
- 4.4.6.3 Delivery to all CCH stakeholders with all information necessary to enable CCH's contract performance oversight responsibilities.
- 4.4.6.4 Tracking of each individual CCH requirement listed in these specifications or identified during the project planning phase.
- 4.4.6.5 Delivery of written, timely notification to the designated CCH PM of any CCH requests that may constitute a change, delay, or enhancement to agreed-upon work.
- 4.4.6.6 Completion of a Quality Checklist prior to initiating any new communications campaign or incentive program. This checklist requires written approval from both the successful Proposer and CCH confirming that both parties have reviewed and agreed on all material aspects of the campaign, including:
  - 4.4.6.6.1 Communication content, including hyperlinks
  - 4.4.6.6.2 Translations (if required)
  - 4.4.6.6.3 Survey questions

#### **4.4.7 Security and Privacy**

- 4.4.7.1 Proposer must attest that it has policies and procedures in place to comply with the Health Insurance Portability and Accountability Act (HIPAA) and the Health Information Technology for Economic and Clinical Health (HITECH) Act. Rigorous administrative, physical, and technical protections must be implemented for data provided by Enrollees, including, administrative, physical, and technical controls.
- 4.4.7.1.1 Proposer must provide annual result of SOC 2 (security of the management of the data) audit results.

#### **4.5 Proposer Narrative**

Proposers must respond to all questions in section 4.5. Responses to section 4.5 shall not exceed 50 pages maximum.

##### **4.5.1 Implementation Process**

- 4.5.1.1 What are the maximum and minimum number of users supported by Proposer's solution?
- 4.5.1.2 What is the anticipated schedule of the project plan and timeline for implementation? Include Proposer's go-live plan and corresponding support plan.
- 4.5.1.3 Provide a training plan and a copy of the associated materials.
- 4.5.1.4 Detail Proposer's master test plan, including associated scripts or other unique test plans and intended repositories for each phase of testing.
- 4.5.1.5 Provide detailed build documentation needed to interface with other software platforms at CCH. Include Health Level Seven (HL7) interface specification requirements and HL7 Data type used. Also include CCH requirements for infrastructure services such as Active Directory, Domain Name System (DNS), Dynamic Host Configuration Protocol (DHCP), OS Patching, backups, digital certificates (PKI), and data warehouse.
- 4.5.1.6 Provide detailed technical diagrams. Include work-flow, data-flow integration to any CCH systems and network architecture, protocols, and virtual private networks (VPNs).
- 4.5.1.7 Specify any known conflicts with other commonly used software, such as Microsoft Office or other security protection products such as anti-virus.
- 4.5.1.8 What Service Level Agreements and warranties does Proposer's company provide? Please detail levels and metrics. Include a specific time element offered.
- 4.5.1.9 List contact information for Support and Incident Response personnel. Include all names, business numbers, and cell phone numbers. Detail the escalation process when first-line resources are not available.
- 4.5.1.10 What will happen to CCH data at the end of the Contract term?

##### **4.5.2 Security Program**

- 4.5.2.1 Has the Proposer's company suffered a data loss or security breach within the last three (3) years? If yes, please describe the loss or breach.

- 4.5.2.2 How many people are on Proposer's information security team?
- 4.5.2.3 Does Proposer have information security policies in place? Have they been reviewed in the past twelve (12) months?
- 4.5.2.4 Does Proposer's organization have a vendor risk management program that includes guidelines for selecting and contracting with vendors, assessing the risks and exposures from using such vendors, and reviewing these assessments? Please describe in detail.
- 4.5.2.5 How does Proposer ensure all personnel handling CCH information undergo an appropriate level of background checks?
- 4.5.2.6 Does Proposer have a security awareness training program? If so, please describe the current program and include frequency of training.
- 4.5.2.7 Summarize any major efforts currently underway or planned that would have a meaningful impact on Proposer's current security posture.
- 4.5.2.8 Does Proposer have an anti-virus/malware policy or program (workstations, servers, mobile devices?) What product does Proposer use, and on which systems? Are any systems excluded?
- 4.5.2.9 Describe how PHI will be secured and encrypted.
- 4.5.2.10 How does Proposer detect and prevent phishing attacks, beyond security awareness training?
- 4.5.2.11 How does Proposer segment its network to restrict access such that only authorized systems can communicate with each other?
- 4.5.2.12 Does Proposer have an Intruder Prevention System (IPS) in place?
- 4.5.2.13 What strategies and tools does Proposer use for continuous monitoring?
- 4.5.2.14 List the individuals (including employees and other customers as applicable) who will have access to Proposer's systems, including vendor support. Detail the security for this access.
- 4.5.2.15 Describe Proposer's capacity assumptions. List business communities that will need access to Proposer's product, the expected peak number of users, and additional computer/mobile device users the Solution will add to the system. Describe how the Solution will scale to accept growth or reductions in utilization.
- 4.5.2.16 Does Proposer have a constituent termination or change of status process? If it would be a formal shut down, shut off, or blocking of one or more component related items from further operational use but not necessarily from permanent existence, how is system/application access management handled?
- 4.5.2.17 Please describe Proposer's account management lifecycle from account provisioning to account termination.
- 4.5.2.18 Will employees or contractors be allowed access to CCH information via remote access? If so, please detail how such access would be available and what remote access controls

are in place to ensure only approved individuals have access and that data in transit and at rest is protected.

- 4.5.2.19 Will any other external parties have access to CCH data? If so, what third parties will have access and what protections are in place to ensure the secure handling of that data? Please provide appropriate Business Associate Agreements.
- 4.5.2.20 Does Proposer offer multi-factor authentication? If so, please describe.
- 4.5.2.21 Is Proposer's system able to support Active Directory Federated Services or other single sign-on solutions?
- 4.5.2.22 Is Proposer's system able to whitelist IP addresses due to a split tunnel connection with CCH? *If whitelisting is not possible or does not work, a split tunnel update or route addition may be required by CCH and additional IP information may be required of the text message company.*

#### **4.5.3 Vulnerability Managements**

- 4.5.3.1 Are vulnerability assessments or pen tests performed on internal and external networks? If so, how often? Who performs such assessments? Are any systems where vulnerability assessments or pen tests not performed?
- 4.5.3.2 Are security assessments performed on Internet-facing applications/systems? What is the frequency? Who performs such assessments? What is the scope of such assessments (i.e., dynamic scans, pen testing, etc.?)
- 4.5.3.3 How does Proposer's patch management process work for applying the latest security patches within Proposer's production environment? Which types of systems, if any, are excluded from the patch management lifecycle?
- 4.5.3.4 How does Proposer mitigate risks for systems not regularly receiving security updates?
- 4.5.3.5 How does Proposer address endpoints and operating systems patching?
- 4.5.3.6 Are there controls in place to ensure networks, systems, and applications that will be used to process, store, or transmit CCH information are regularly scanned to identify and remediate security vulnerabilities? Are any systems not scanned? If yes, why not?
- 4.5.3.7 List availability assumptions such as the Disaster Recovery Time Objective (RTO), Recovery Point Objective (RPO), and any Load Balancing strategies.

#### **4.5.4 Product Security**

- 4.5.4.1 Does Proposer have a secure Software Development Lifecycle (SDLC) policy? What are the key components of Proposer's secure software development lifecycle that proactively identify and prevent security vulnerabilities from being introduced into Proposer's software or services?
- 4.5.4.2 Does Proposer use a coding standard such as Safe Code or Open Web Application Security Project (OWASP)?



4.5.4.3 How does Proposer ensure separation of CCH data from other customers' data?

4.5.4.4 Please provide details on the following security features:

4.5.4.4.1 Multi-tenant vs. single tenant

4.5.4.4.2 Architecture (application, platform, infrastructure, data storage)

4.5.4.4.3 Relevant security controls

4.5.4.4.4 Logical data segregation techniques

4.5.4.4.5 Physical segregation techniques

4.5.4.5 How do you control privileged access to your production environment?

4.5.4.6 How do you monitor for suspicious and malicious activity within your production environment?

4.5.4.7 Would CCH data be encrypted in transit and at rest? Are credentials encrypted at rest? Describe the type of encryption that would be used to protect CCH data. Be specific.

#### **4.5.5 Third-Party Attestations**

4.5.5.1 Provide multiple client references for similarly configured installations. See section 5.4.2.

4.5.5.2 Please provide Proposer's third-party penetration tests/assessments of the Communications Solution. Provide either full reports, executive summaries, or attestations from third-party that no critical/high-risk vulnerabilities exist. CCH does not consider this level of detail to be a proprietary or confidential response.

4.5.5.3 Please provide any relevant SOC or HITRUST reports for Proposer's company.

4.5.5.4 Describe Proposer's vendors, data center provider, or any other service providers that are critical in hosting vendor application or that have downstream access to CCH data. Please note that downstream reports or certifications cannot be substituted for Proposer's organization.

#### **4.5.6 System Requirements**

4.5.6.1 Describe the extent to which Proposer is able to deliver the following features and functionalities via the Communications Solution:

4.5.6.1.1 Send and receive secure messages through the web

4.5.6.1.2 Send and receive secure messages from mobile devices to web and web to mobile devices

4.5.6.1.3 Receive message alerts/notifications

4.5.6.1.4 Customize alert tones

4.5.6.1.5 Receive backup email and SMS notifications

4.5.6.1.6 See when sent messages have been delivered and read

- 4.5.6.1.7 Search for and select message recipients from directory
- 4.5.6.1.8 Send secure texts within groups
- 4.5.6.1.9 Create distribution lists
- 4.5.6.1.10 Send and receive images
- 4.5.6.1.11 Send and receive files
- 4.5.6.1.12 Send and receive videos
- 4.5.6.1.13 Send and receive voice notes
- 4.5.6.1.14 Send and receive secure surveys/responses
- 4.5.6.1.15 Set message lifespan
- 4.5.6.1.16 Recall messages once sent
- 4.5.6.1.17 Set a custom status
- 4.5.6.1.18 Receive pages within solution application
- 4.5.6.1.19 Escalate messages with message forwarding
- 4.5.6.1.20 Ensure delivery with message escalation
- 4.5.6.2 Technical Capabilities:
  - 4.5.6.2.1 Does Proposer's solution require any hardware on-premise? For this and all responses below, please provide details.
  - 4.5.6.2.2 Does Proposer's solution require server(s) on-premise? If so, please provide details.
  - 4.5.6.2.3 Is the solution cloud-based/SaaS?
  - 4.5.6.2.4 Please state average system availability statistics.
  - 4.5.6.2.5 Are messages sent and received in real-time?
  - 4.5.6.2.6 Does Proposer's solution permit messaging to end-user mobile devices from a PC and from a mobile device to a PC?
  - 4.5.6.2.7 Does Proposer's solution work on Wi-Fi networks?
  - 4.5.6.2.8 Does Proposer's solution work on cellular networks?
  - 4.3.7.2.9 Can users access Proposer's solution via PC? Please specify any operating system and browser limitations.
  - 4.5.6.2.10 Please list all mobile devices (including tablets) supported by Proposer's solution from which a user can access the application. Please specify.
  - 4.5.6.2.11 Please provide and attach to this submission architectural and workflow diagrams for Proposer's solution.

4.5.6.3 Administrative Controls Requirements:

- 4.5.6.3.1 Does Proposer's solution contain an administrative portal?
- 4.5.6.3.2 Can administrators set system locks at an organization level?
- 4.5.6.3.3 Can administrators set system locks at a user level?
- 4.5.6.3.4 Are administrators able to add/delete/modify/suspend users?
- 4.5.6.3.5 Does Proposer's solution allow users/administrators to set message lifespans?
- 4.5.6.3.6 Does Proposer's solution support the use of a number pin for authentication?
- 4.5.6.3.7 Can administrators use Active Directory with Proposer's solution?
- 4.5.6.3.8 Are administrators able to interact with master data management (MDM) systems through the Proposer's solution?

4.5.6.4 Integration Requirements:

- 4.5.6.4.1 Does Proposer's solution support Active Directory integration? For this and all questions in this section, if the answer is yes, please provide specific details.
- 4.5.6.4.2 Does Proposer's solution support MDM system integration?
- 4.5.6.4.3 Does Proposer's solution support electronic medical record (EMR) integration?
- 4.5.6.4.4 Does Proposer's solution support phone system integration?

**4.5.7 Audit Logs**

Provide an overview of the audit log functionality of Proposer's solution. Please address:

- 4.5.7.1 How is the audit log secured?
- 4.5.7.2 How is the audit log sent to the client?
- 4.5.7.3 How does the client store the audit log?
- 4.5.7.4 What data is included in the audit log?

**4.5.8 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 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.

- 4.5.8.1 Describe how the Proposer's company is HIPAA compliant.
- 4.5.8.2 Has the Proposer had a third party (independent) company confirm and certify the Proposer as HIPAA compliant? If yes, which company provided the certification and when was the certification obtained? Please provide the certification and any relevant SOC or HITRUST reports.
- 4.5.8.3 Provide a listing of Proposer's current HIPAA Privacy, Security and Breach Notification policies and procedures.
- 4.5.8.4 Describe the Proposer's staff training programs for privacy and security awareness, including frequency of training completion and how training completion is tracked.
- 4.5.8.5 List out and provide short descriptions of all software and/or applications used by Proposer that will create, receive, access, use, disclose, maintain, and transmit CountyCare protected health information (PHI).
- 4.5.8.6 List the number of HIPAA incidents reportable to the HHS Office for Civil Rights (OCR) during the past five (5) years. Please include the aggregated incident count and the associated individual count by year.
- 4.5.8.7 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 privacy law violations and/or failure to implement privacy regulations? If yes, explain in detail.
- 4.5.8.8 What is the 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.
- 4.5.8.9 Provide a summary of any cyber insurance policies held by Proposer, including information regarding minimum or aggregate limits and sublimits.
- 4.5.8.10 Provide an explanation of whether Proposer and/or its subcontractors access, use, store, maintain, or transmit CountyCare PHI, documents, data, claims, guidelines, protocols, programs, financial analyses, performance measures, or other information at or to any offshore location, including a description of any Proposer services that will be performed by offshore operations, including any contracted services.
- 4.5.8.11 Provide an explanation of how Proposer will ensure that any vendor or subcontractors utilized by the Proposer will comply with applicable HIPAA privacy and security requirements, including those outlined in the Business Associate Agreement between CCH and the Proposer.
- 4.5.8.12 How does the Proposer stay updated on current laws, compliance issues, and HFS and/or CMS changes to the Medicaid program, including those related to communication requirements and guidelines? How does Proposer implement any necessary changes throughout the organization and ensure accuracy and timeliness? How does the Proposer

communicate these changes to clients and work with clients to update processes as needed?

- 4.5.8.13 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.

**4.5.9 Compliance Requirements**

Compliance Requirements are intended to demonstrate the Proposer’s capability to adhere to the detailed compliance requirements that CCH, through its Medicaid health plan CountyCare, must follow. Each respondent must demonstrate implementation of an effective compliance program that meets the regulatory requirements set forth in the CMS Medicaid Managed Care Program Integrity requirements (42 CFR 438.608), in addition to requirements for operating an HMO in Illinois.

Note: Failure to complete the section in its entirety will disqualify your Proposal. This section is specific to corporate compliance requirements of a health plan and its vendors; it does not address contract compliance requirements referenced elsewhere within this RFP.

**4.5.9.1 Compliance Program**

- 4.5.9.1.1 Proposer must, through tangible examples and submitted collateral material, describe how its Compliance Plan incorporates the seven elements of an effective compliance program as mandated by the CMS Medicaid Managed Care Program Integrity requirements.

**4.5.9.2 Written Policies, Procedures, and Code of Ethics**

- 4.5.9.2.1 Proposer must submit current policies, procedures or other documentation, where available, for:

- 4.5.9.2.1.1 Code of Ethics / Code of Conduct
- 4.5.9.2.1.2 Compliance Program operations, including:
  - 4.5.9.2.1.2.1 Position Descriptions
  - 4.5.9.2.1.2.2 The Proposer’s Organizational Chart with the reporting or relationship hierarchy Corporate Compliance
  - 4.5.9.2.1.2.3 Board, Committee, and Subcommittee Charter Statements
  - 4.5.9.2.1.2.4 New Employee and Annual Training
  - 4.5.9.2.1.2.5 Compliance Hotline and Methods for Communication
  - 4.5.9.2.1.2.6 Excluded Individuals Sanction Screening
  - 4.5.9.2.1.2.7 Compliance Reporting and Non-Retaliation
  - 4.5.9.2.1.2.8 Compliance Auditing and Monitoring
  - 4.5.9.2.1.2.9 Compliance Investigations

- 4.5.9.2.1.2.10 Compliance Plan
- 4.5.9.2.1.2.11 Delegated Vendor Oversight
- 4.5.9.2.1.2.12 Fraud, Waste, Abuse / Whistleblower Protections
- 4.5.9.2.1.2.13 Cultural Competency
- 4.5.9.2.1.2.14 Conflict of Interest

4.5.9.2.3 Describe how Proposer disseminates Code of Ethics, policies, and procedures to all personnel, agents, subcontractors, and delegated vendors. Include supporting documentation regarding the frequency of the dissemination and the methodology for tracking.

**4.5.9.3 Compliance Officer and Compliance Oversight Committee(s)**

- 4.5.9.3.1 Identify and provide the job description(s) and curriculum vitae (CV) or resume of Proposer’s Chief Compliance Officer, Privacy, and Security Officer. Describe other areas of responsibility/roles outside Corporate Compliance and Privacy the individual(s) identified above oversee.
- 4.5.9.3.2 Provide two (2) organizational charts, the first demonstrating the organizational hierarchy with the Chief Compliance Officer, Privacy Officer, and Security Officer. A second organizational chart demonstrates the reporting structure of the Corporate Compliance team. Include staffing numbers and roles in addition to HIPAA privacy and security personnel. Identify the number of individuals assigned to this area and identify the subset of individuals that will be dedicated to the Medicaid Health Plan.
- 4.5.9.3.3 Provide the executive level Compliance Oversight Committee charter, frequency of meetings, and membership, with roles/titles of each member.
- 4.5.9.3.4. Provide the charter of the Board or Board level committee with the responsibility for oversight of compliance and identify the frequency of these meetings.

**4.5.9.4 Effective Training and Education**

- 4.5.9.4.1 Describe the initial and continuing corporate compliance and privacy education / training programs, including specific detail on the following topics:
  - 4.5.9.4.1.1 Code of Ethics/ Compliance Program,
  - 4.5.9.4.1.2 HIPAA Privacy and Security,
  - 4.5.9.4.1.3 Fraud Waste and Abuse
  - 4.5.9.4.1.4 Critical Incident / Abuse, Neglect, and Exploitation training (as applicable); and
  - 4.5.9.4.1.5 Cultural Competency.
- 4.5.9.4.2. For each of the training topics listed above:
  - 4.5.9.4.2.1 Identify audience, e.g. personnel, agents, providers, subcontractors, and FDRs.

4.5.9.4.2.2 Specify the modality for each topic above, the frequency and tracking mechanism.

4.5.9.4.2.3 Provide policies and procedures to ensure that all personnel, agents, providers, subcontractors, and delegated vendors complete training as mandated by regulatory and contractual obligations.

4.5.9.4.3 Provide record retention policy and procedure for training records.

#### **4.5.9.5 Effective Lines of Communication**

4.5.9.5.1 Provide policies and procedures for reporting concerns related to compliance, integrity, and fraud, abuse, and financial misconduct.

4.5.9.5.2 Identify ramifications for failure to report a violation and provide supporting policy or procedure documentation on sanctions.

4.5.9.5.3 Provide policies and procedures on retaliation.

4.5.9.5.4 List out compliance, privacy, and security communication mechanisms utilized by Proposer.

4.5.9.5.5 Describe the Compliance Hot Line. Include the days and hours of operation and whether the Proposer manages the hot line internally, or externally, through a third party. If a third party is used, identify the vendor. Delineate the intended recipients of the hot line (members, personnel, agents, providers, subcontractors, vendors).

#### **4.5.9.6 Disciplinary Standards**

4.5.9.6.1 Identify ramifications for failure to report a violation. Provide supporting policy or procedure documentation on sanctions and describe the levels of disciplinary action.

4.5.9.6.2 Describe how violations of the Code of Ethics or policies and procedures will result in disciplinary action or sanctions and provide policy and procedure explaining the process.

#### **4.5.9.7 Monitoring, Auditing, and Identification of Compliance Risks**

4.5.9.7.1 Describe Proposer's Compliance program for monitoring, auditing, and identification of compliance risks.

4.5.9.7.2 Describe the process for tracking and documenting compliance efforts.

4.5.9.7.3 Describe in detail Proposer's routine internal monitoring process and any oversight auditing to ensure compliance with CMS Medicaid managed care requirements, regulatory guidance, and applicable federal and state laws, as well as internal policies and procedures to protect against non-compliance and potential fraud, abuse, and financial misconduct. Include the frequency of the activity.

4.5.9.7.4 Describe in detail audits of vendors, subcontractors, agents and providers to ensure compliance with contractual and regulatory requirements. Include the frequency of the activity.

4.5.9.7.5 Provide an explanation and/or policy that addresses how Proposer will ensure full cooperation with any review, audit, or investigation conducted by the CCH Compliance

Program or their designee (including those related to readiness activities) or any regulator/oversight entity (HFS, HFS OIG, etc.).

#### **4.5.9.8 Prompt Responses to Detected Offenses**

4.5.9.8.1 Describe how Proposer has established and implemented methods and programs that encourage personnel, subcontractors, vendors, agents and providers to report program non-compliance and potential fraud and abuse or financial misconduct without fear of retaliation.

#### **4.5.9.9 Reporting Compliance Concerns**

4.5.9.9.1 Describe how Proposer supports a safe, non-threatening environment where individuals may ask questions about integrity and compliance, fraud, abuse, and financial misconduct matters and report their concerns.

4.5.9.9.2 Delineate the methods of how concerns may be submitted from personnel, providers, agents, and members and describe the tracking system and the resolution process.

4.5.9.9.3 Identify how reporters are protected from retaliation and harassment.

#### **4.5.9.10 Exclusion Screening**

4.5.10.1 Describe how Proposer avoids employing, engaging, contracting, reimbursing, or agreeing with any individual or entity who is excluded or “sanctioned” from participation in a federal or state healthcare program or who is debarred from participation in federal or state procurement or non-procurement programs for the provision of goods or services.

4.5.10.2 Describe the system Proposer has in place to screen all current and prospective employees, contractors and subcontractors, prior to engaging their services, and at least monthly thereafter, by reviewing the list of sanctioned Persons through (1) The Department of Health and Human Services (HHS) Office of Inspector General (OIG) List of Excluded Individuals/Entities (LEIE) Searchable Database (<https://exclusions.oig.hhs.gov/>); (2) HFS OIG exclusion (available at <http://www.state.il.us/agency/oig/>); (3) The Excluded Parties List System (EPLS)/System of Award Management (SAM) maintained by the U.S. Government (available at <https://www.sam.gov/portal/SAM/##11>), and (4) The Office of Foreign Assets Control (OFAC) Specially Designated Nationals (SDN) (<https://sanctionssearch.ofac.treas.gov/>)

4.5.10.3 Provide a description of the sanction screening process, including a listing of related policies maintained by the Proposer.

#### **4.5.9.11 Incident Reporting**

4.5.9.11.1 Describe the process and procedures in place for Proposer to receive reports of adverse events including critical incidents, including the internal reporting system for tracking the reporting and responding to critical incidents, and analyzing the event to determine if there is a need for individual or systemic changes.



**4.5.9.12 Conflict of Interest**

4.5.9.12.1 Describe the system Proposer has in place to collect, assess, store and report information related to conflict of interest surveys for personnel, officers, directors, and subcontractors, and the officers, directors and personnel of Contractor’s subcontractors and vendors.

**4.5.10 Oversight Processes**

4.5.10.1 Describe Proposer’s quality oversight processes for member recipient list management, correct text messaging, and accurate links and attachments sent.

4.5.10.2 Describe Proposer’s ability to manage multiple text message campaigns with a prioritization rule so one that a member that is targeted for multiple campaigns does not receive more than one message in one day.

**4.6 Minimum Performance Guarantees**

Proposer agrees to the following minimum performance guarantees. The Proposer’s standard set of guarantees must be submitted with the Proposal.

Category/ Measure	Measure	Definition	Amount at Risk for Measurement Period	Amount at Risk for One Year
Standard Reports	Within 10 business days	Standard reports available within 10 business days of end of monthly or quarterly reporting time period	\$5,000 per report	\$50,000
Account Management	<= 1 business day	Account Management (AM) team members shall respond to electronic, verbal, and written notices of issues by CCH within one (1) business day of receipt. If the issue cannot be resolved within two (2) business days, AM team members shall notify CCH of the expected time of resolution. This is measured and reported on a calendar quarterly basis.	\$2,500 per quarter	\$10,000
Account Management	weekly Action Log	The AM team shall maintain and distribute on a bi-weekly basis an Action Log which documents and tracks any administrative, operational, clinical, and financial issues.	\$2,500 per quarter	\$10,000

Category/ Measure	Measure	Definition	Amount at Risk for Measurement Period	Amount at Risk for One Year
Account Management	Quarterly Meeting	The AM team shall schedule and participate in quarterly meetings at CCH's offices to discuss quarterly utilization, financial, and clinical results. The AM team shall prepare and distribute agenda and meeting materials to all invitees at least five (5) business days prior to the meeting date. Meeting notes and follow-up items shall be distributed by the AM team within five (5) business days following the meeting.	\$2,500 per quarter	\$10,000
Timely Response to CMS Inquiries and Requests for Information	Same Business Day	Contractor shall notify CCH on the same business day of any CMS inquiries or requests directly received by the Contractor from CMS.	\$2,500 per validated incident	\$50,000
System Availability	>=99.9%	Describes the time in a defined period when all services are available, over the total possible available time during the period, expressed as a percentage	\$15,000 per quarter	\$60,000
Percentage of successful requests	>=99.9%	Describes the number of requests processed by the service without an error over the total number of submitted requests, excluding retries of failed requests, expressed as a percentage	\$15,000 per quarter	\$60,000
Number of successful operations	If the first 2 attempts fail, the 3 <sup>rd</sup> unsuccessful attempt shall be an incident	Describes the number of operations which fail after n number of retries	\$10,000 per incident	\$60,000
Timely launching of text campaigns	Same business day	Proposer shall launch all text campaigns by the agreed upon date.	\$10,000 per incident	\$100,000

**5. Required Proposal Content**

This RFP provides potential Proposers with sufficient information to enable a proposer 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 submittal of a Proposal and the materials to be included therein, which must be met to be eligible for consideration. All Proposals must be complete as 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 responses to reflect exceptional quality, reasonable cost and overall outstanding service.

**Any page of a proposal that proposer asserts to contain confidential proprietary information such as trade secrets or proprietary financial information 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 confidential proprietary information 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 or are copyrighted. All proposals submitted to CCH are the property of CCH.**

**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 Statute.**

**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.**

**5.1 Executive Summary/Cover Letter**

The cover letter shall be signed by an authorized representative of the proposer. The letter shall indicate the proposer’s commitment to provide the services proposed at the price and schedule. Do not forget to sign your cover letter (Limit this to one page).

**5.2 Response to Scope of Services**

Please insert your response to the Scope of Services, Section 4, in this section.

**5.3 Qualifications and Key Personnel Experience**

The Chief Procurement Officer reserves the right to reject any key personnel proposed if it is determined not to be in CCH’ best interest. The evaluation of proposals includes the qualifications of the personnel proposed; therefore, proposers must name key personnel as part of their response. Key Personnel must not be replaced during the project without the approval of the Chief Procurement Officer.

- a. Describe internal standards, policies and procedures regarding training and professional development.

**5.4 Proposer’s Profile and Track Record**

Proposer must include a **description** of the organization’s track record as follows:

Company Profile (Prime only)

a. Legal Name
b. Assumed Names if any
c. Address, City, State, Zip Code
d. Legal Structure (e.g. sole proprietor, partnership, corporation, joint venture)
e. If a subsidiary, provide the same RFP about the Parent Company as required in this table format.
f. Date and State where formed.
g. Proposer's principals/officers including President, Chairman, Vice Presidents, Secretary, Chief Operating Officer, Chief Financial Officer, and related contact RFP.
h. Point of contact for this RFP including contact information (Name, Telephone, and Email Address)
i. Proposer Business background and description of current operations
j. Number of employees
k. Number of years in business
l. Total number of years providing the proposed services
m. Is Proposer a licensed business to perform the work in scope? If so, please specify relevant certifications.
n. Proposer's Federal Employee Identification Number (or Social Security Number, if a sole proprietorship)
o. Is proposer authorized to conduct business in Illinois? Provide Registration Number issued by the Illinois Secretary of State, a copy of the Certificate of Good Standing, and include Cook County Assumed Business Name Certificate, if applicable.

**5.4.1 References**

Proposer **MUST** submit three (3) references with their proposals. Proposers that do not provide references will be disqualified from further consideration.

5.4.1.1 Reference 1

Required Information	Details
Name of the Organization	
NCQA accredited?	
Name of the Contact Person (title, email, and phone number. Email must be from an organization, not a personal email)	
Date contracted	
Line of business	
HFS business (yes/no)	
Current client/terminated client	
Scope of services	

5.4.1.2 Reference 2

Required Information	Details
Name of the Organization	
NCQA accredited?	
Name of the Contact Person (title, email, and phone number. Email must be from an organization, not a personal email)	
Date contracted	
Line of business	
HFS business (yes/no)	
Current client/terminated client	
Scope of services	

5.4.1.3 Reference 3

Required Information	Details
Name of the Organization	
NCQA accredited?	
Name of the Contact Person (title, email, and phone number. Email must be from an organization, not a personal email)	
Date contracted	
Line of business	
HFS business (yes/no)	
Current client/terminated client	
Scope of services	

5.4.2 Recent Contract Closures

Proposer must disclose amount of contract closures within the last 36 months below:

Client Left Market or Eliminated Supported Product	Client Closed Business	Client Decided to Work With Other Vendor

For clients who decided to work with other vendors, Proposers must provide the below information.

Required Information	Details
Name of the Organization	
NCQA accredited?	
Name of the Contact Person (title, email, and phone number. Email must be from an organization, not a personal email)	
Date contracted	
Line of business	
HFS business (yes/no)	
Current client/terminated client	
Scope of services	

**5.5 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 their 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, MBE or WBE if applicable, the type of services each resource, from each firm, will provide. For each MBE/WBE certified firm proposed, provide the appropriate information in the **MBE/WBE Utilization Forms in Attachment A, MBE/WBE Utilization Plan.**

- A. It is the policy of the County of Cook to prevent discrimination in the award of or participation in County Contracts and to eliminate arbitrary barriers for participation in such Contracts by local businesses certified as a Minority Business Enterprise (MBE) and Women-owned Business Enterprise (WBE) as both prime and sub-contractors. In furtherance of this policy, the Cook County Board of Commissioners has adopted a Minority- and Women-owned Business Enterprise Ordinance (the "Ordinance") which establishes annual goals for MBE and WBE participation as outlined below:

Contract Type	Goals	
	MBE	WBE
Goods and Services	25%	10%
Construction	24%	10%
Professional Services	35% Overall	

- B. **The County may set contract-specific goals, based on the availability of MBEs and WBEs that are certified to provide commodities or services specified in this solicitation document. The MBE/WBE participation goals for each Contract are stated in the Special Conditions.** A Bid, Quotation, or Proposal shall be rejected if the County determines that it fails to comply with this General Condition in any way, including but not limited to: (i) failing to state an enforceable commitment to achieve for this contract the identified MBE/WBE Contract goals; or (ii) failing to include a Petition for Reduction/Waiver, which states that the goals for MBE/WBE participation are not attainable despite the Bidder or Proposer Good Faith Efforts, and explains why. If a Bid, Quotation, or Proposal is rejected, then a new Bid, Quotation, or Proposal may be solicited if the public interest is served thereby.

Consistent with Cook County, Illinois Code of Ordinances (Article IV, Division 8, and Section 34-267), and CCH has established a goal that MBE/WBE firms retained as subcontractors receive a minimum 35% MBE/WBE of this procurement. **The Office of Contract Compliance has determined that the participation for this specific contract is 35% MWBE participation.**

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.

## 5.6 Cost Proposal

Proposers must submit pricing RFP in a separate sealed envelope clearly marked with the RFP number and the label "Pricing RFP." Proposers are required to submit one (1) paper copy (original) and one (1) electronic copy emailed to the email addresses specified on the cover page).

The pricing information must include any supplemental options or schedules offered by the proposer. All pricing ***must include all assumptions*** to facilitate Analysis. Proposers should include elements or references to the pricing RFP **only in this section and separate the pricing RFP according to the instructions above.**

- a. Provide a cost/fee proposal for CCH payment to Contractor of a fixed percentage of all collections (net of refunds) received from all responsible parties as a direct result of the Contractor's services. Proposer shall include all fees, costs and expenses in the percentage of collection fee, and CCH shall not be charged any additional fees, costs or expenses outside the percentage fee for performance of the Contract. Accounts turned over to CCH for additional collection efforts as deemed appropriate by CCH will not be included in determining the Contractor's fee.
- b. Provide your average collection success rate with comparable localities. Provide your best collection rate and worst collection rate for comparable similar size healthcare systems. Explain why these collection rates occur.

CCH makes no guarantee that the services or products identified in this RFP will be required. The proposer must provide sufficient pricing details to permit CCH to understand the basis for the RFP. CCH is neither obligated to purchase the full quantities proposed by the proposer, nor to enter into an agreement with any one proposer.

## 5.7 Financial Status

- A. Provide the audited summary financial statements for the last two fiscal years. 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.
- B. State whether the proposer or its parent company has ever received any sanctions or is currently under investigation by any regulatory or governmental body.

## 5.8 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 RFP.

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

## 5.9 Contract

Sample Contract General Terms and Conditions are available in **Attachment B, CCH Sample Master Service Agreement**. Execution of the Contract is not required at the time the qualifications are submitted. However, if the proposer disagrees with any Contract provisions, 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.

**5.10 Legal Actions**

Provide a list of any pending litigation in which the proposer may experience significant financial settlement and include a brief description of the reason for legal action.

*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.”*

History of Legal Actions for the last 36 months:

Action	Date

**5.11 Confidentiality of Information**

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 Medicaid 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.

**5.12 Economic Disclosure Statement**

Execute and submit the Economic Disclosure Statement (“EDS”). The EDS form can be found in **Attachment C, Economic Disclosure Statement**. The EDS must be submitted with the pricing proposal in a separate envelope.

**5.13 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 Cook County Health website: <http://www.cookcountyhealth.org/about-Cook County Health/doing-business-with-Cook County Health/>



**6. Evaluation and Selection Process**

An Evaluation Committee comprised of the CCH and County personnel will evaluate all responsive Proposals in accordance with the selection process detailed below.

**6.1. Proposal Assessment**

The Evaluation Committee will review all Submittals to ascertain that they are responsive to all submission requirements.

**6.1.1 Proposal Evaluation**

The RFP provides requirements and data, which will be used as a basis for a written presentation of qualifications of the firm(s) and proposed staff, project approach, systems and methodologies for delivery of the Project. CCH will evaluate the Proposals to establish a list of qualified Proposer for Shortlist.

**6.1.2. Shortlist Proposer Presentation**

The Evaluation Committee, at its option, may invite one or more proposers to make presentations and/or demonstrations. The Evaluation Committee 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.

**6.2. 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 RFP 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.

**6.3. 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. General Evaluation Criteria**

**7.1. Responsiveness of Proposal**

The Proposal(s) will be reviewed for compliance with and adherence to all submittal requirements requested in this RFP. Proposal(s) which are incomplete and missing key components necessary to fully evaluate the RFP may, at the discretion of the Chief Procurement Officer or designee, be rejected from further consideration due to "Non-Responsiveness" and rated Non-Responsive.

Proposer must be compliant with all the submission requirements of the RFP. The evaluation committee will evaluate all responsive Proposal in accordance with the evaluation criteria detailed below.

### **7.1.1 Criteria Proposal**

Proposals will be reviewed and selected based on qualifications of the Proposer to successfully perform the Services for the County throughout the course of the contract as evidenced by the following criteria:

- A. Ability to achieve the CCH's business goals, objectives, and Scope of Work described in this RFP, by providing a succinct and feasible description of the proposed implementation approach.
- B. Qualifications and experience of the proposer to successfully perform and provide the services described in this RFP, as evidenced by the successful provision of similar services in similar environments and in compliance with all applicable laws.
- C. Relevant Experience
- D. Reasonableness of Overall Price  
Price will be evaluated separately for overall reasonableness and competitiveness.
- E. Applicability of MWBE Utilization Plan

In addition, the Evaluation Committee may review and consider the information and evidence Proposer's responsiveness to the following categories:

- 1. Financial Status;
- 2. Conflict Interest;
- 3. Insurance Requirements;
- 4. Contract Terms and Conditions (objections and/or suggested alternate language);
- 5. Legal Actions;
- 6. Addenda acknowledgement (See Addenda Section)

## **8. Instructions to Proposers**

These instructions to proposers contain important RFP and should be reviewed carefully prior to submitting the Required RFP 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 RFP.

### **8.1. Questions and Inquiries**

Questions regarding this RFP will 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](#).

Link to submit Questions: <https://forms.office.com/r/YH3wegy5yr>

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](#) and obtain clarification prior to submitting a proposal. Such inquiries must reference the RFP due date and CCH RFP number.

### **8.2. Pre-RFP Conference (if Applicable)**

CCH will hold a Pre-RFP conference call on the date, time, and location indicated on the cover page. Representatives of CCH will be present to answer any questions regarding the goods or

services requested or RFP procedures. If a mandatory pre-RFP conference is required, the proposer must sign the pre-RFP conference or site inspection sheet and include a copy of this sign-in sheet in the response to the RFP.

### **8.3. Number of Copies**

Proposers are required to submit an electronic copy (emailed to the email addressed on the cover page) and no later than the time and date indicated in the RFP. The email must clearly indicate the RFP Number and Title. The Submission must have one (1) complete electronic response package (including Attachments) emailed to the email address on the cover page. The Submission shall be divided into a separate Technical and a Cost Proposal Response.

- The Technical Response must be a single electronic file (do not submit a file per RFP section).
- The Cost Proposal response must be a single electronic file separate from the Technical Response the response.
- One (1) EDS copy must be submitted separate from the rest of the response.

Material should be organized following the order of the Required RFP Content Section separated by **labeled tabs**. CCH reserves the right to waive minor variances.

CCH reserves the right to waive minor variances.

### **8.4. Time for submission**

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

### **8.5. Labeling**

The email subject shall clearly indicate the RFP title and proposer's Name with naming convention "**Response RFP # H23-0059 - [Vendor Name]**" to be followed. The email body should include proposer's address and point of contact RFP.

### **8.6. Availability of Documents**

CCH publishes competitive bid, RFP, and other procurement notices, as well as award RFP, at [www.CookCountyheath.org](http://www.CookCountyheath.org) under the "Doing Business with CCH" tab. Proposers intending to respond to any posted solicitation are encouraged to visit the web site above to ensure that they have received a complete and current set of documents.

### **8.7. Alteration/Modification of Original Documents**

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

**8.8. 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 RFP 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.

**8.9. 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.

**8.10. RFP Interpretation**

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

**8.11. Specifications and Special Conditions**

The specifications in this document provide sufficient RFP 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 RFP documents.

**8.12. 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 RFP 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 RFP together.

**8.13. Proposal Material**

The 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.

**8.14. 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. **Any page of a Proposal that Proposer asserts to contain confidential proprietary information such as trade secrets or proprietary financial information shall be clearly marked "CONFIDENTIAL PROPRIETARY INFORMATION" at the top of the page. Additionally, the specific portions of a page that are asserted to contain confidential proprietary information must be noted as such. However, note that ONLY pages or specific information that are/is legitimately confidential should be marked Confidential and Proprietary. CCHHS will return proposals that mark all pages Confidential or are copyrighted. All proposals submitted to CCHHS are the property of CCHHS.**

Further, the Proposer is on notice 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 law, including but not limited to the Illinois Freedom of Information Act [5 ILCS 140 *et seq.*]

**8.15. 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 highest rated Proposer and best value to CCH meeting the specifications, terms and conditions in accordance with the evaluation criteria set for in this RFP. If a split award impacts the outcome of the project it must be so stated in the proposal.

**8.16. 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 your RFP, in any combination that is in the best interest of CCH.

**8.17. Cancellation of RFP; Requests for New or Updated Information**

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 RFP or updated or new RFP.

## 9. Definitions

**Abuse** means (i) a manner of operation that results in excessive or unreasonable costs to the Federal or State health care programs, generally used in conjunction with Fraud; or (ii) the willful infliction of injury, unreasonable confinement, intimidation, or punishment with resulting physical harm, pain or mental anguish, generally used in conjunction with Neglect.

**Appeal** means a request for review of a decision made by proposer with respect to an Action, the following definitions shall apply to this RFP:

**Addendum** or "Addenda" shall refer to a one or more documents posted to the website by which modifies this Request for Proposal or provides additional information.

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

**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.

**Fraud** means knowing and willful deception, or a reckless disregard of the facts, with the intent to receive an unauthorized benefit.

**General Conditions** shall mean the terms and conditions posted to the website. "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 CCH under terms consistent with this RFP, subject to the negotiation of a contract and approval by the Board.

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

**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

## 11. List of Attachments

The following Appendices are included electronically to this RFP.

Proposer(s) may access the following attachments by 1) download and save this RFP file to a local drive and 2) open the RFP document using Adobe application, 3) expand the navigation pane (left of window) and click on the paper-clip icon.

- **Attachment A - MBE/WBE Utilization Plan**  
Proposer(s) may review the MBE/WBE Special Conditions, file name CCH\_MWBE\_Utilization\_Forms.pdf.
- **Attachment B – CCH Master Services Agreement**  
Proposer(s) may review a representative Master Services Agreement, file name CCH\_Master-Service-Agreement-NP\_091521.pdf. Proposer's redlined response to the Master Services Agreement is required at the time of RFP submission.
- **Attachment C - Economic and Disclosures Statement**  
Proposer(s) may review Economic and Disclosures Statement, file name CCH\_EDS\_Form.pdf.