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Denver, CO 80237

## **Request for Proposals: Member Services Staff Augmentation and Community Support Staff Augmentation**

### **Background:**

Connect for Health Colorado is the state's official health insurance marketplace. Our mission is to *increase access, affordability and choice for individuals purchasing health insurance throughout our state*. For more information on our work and our State Partners, please visit [ConnectforHealthCo.com](http://ConnectforHealthCo.com).

To fulfill our mission, Connect for Health Colorado offers Coloradans the ability to make telephone calls to Service Center agents to ask questions and receive other support in purchasing health insurance. Additionally, Connect for Health Colorado maintains a Medical Assistance Site that supports Coloradans in navigating the rules and requirements related to Medicaid insurance *vis a vis* Colorado's health insurance marketplace.

Connect for Health Colorado is requesting proposals from qualified staffing vendors to a) augment its service center (Member Services Unit- 'MSU') staff from time to time on a temporary basis, and, b) augment its Medical Assistance site (Community Support Unit – 'CSU') staff from time-to-time on a temporary basis. Based on proposals received, Connect for Health Colorado will select one or more vendors to enter into a "Preferred Vendor" relationship. Although this procurement is primarily focused on temporary staff augmentation, Connect for Health Colorado prefers to enter into contracts with vendors that offer "temp-to-hire" options to support the infrequent cases where Connect for Health Colorado may wish to hire vendor staff.

It is Connect for Health Colorado's intention to enter into a contract with the successful respondent(s) no later than **September 4th, 2020**, and that this contract have a term of one year with optional extensions.

## **Staff Augmentation Roles:**

A given vendor may propose and may be selected to become a Preferred Member Services Representative Vendor only, a Preferred Community Support Representative Vendor only, or, both a Preferred Member Services Representative Vendor and a Preferred Community Support Representative Vendor. These two different types of staff augmentation positions are described as follows:

**Member Services Representative** - Focuses on processing manual verification requests. As a secondary function, the representative acts as the first point of contact on Tier 2 through Tier 3 calls from the general public, carriers/issuers, brokers and assisters. Responsible for assisting callers with Marketplace health insurance platform and system related questions and providing Enrollment Center call support for brokers and assisters on mixed eligibility households, and complex mixed eligibility applications. The most successful, effective Member Services Representatives are passionate about providing excellent customer service with empathy while resolving the member's questions on the first call.

**Community Support Representative** – Provides assistance to the Counties and Enrollment Centers by processing eligibility applications, change reports, and redeterminations for customers assigned to Connect for Health Colorado.

## **Contract Terms:**

A successful C4HCO Vendor will enter into a definitive written agreement (Agreement) with C4HCO that sets forth the terms and conditions under which Vendor agrees to perform and provide all the services and deliverables necessary. C4HCO has identified key contractual provisions that it desires to be included in the final Agreement. Vendors responding to this RFP are requested to review Connect for Health Colorado's baseline contract terms presented in Exhibit A, below. Some of these terms are required by Federal or State Regulation. Other terms represent Connect for Health Colorado's strong preference. In Section 4, potential Vendors should provide specific, detailed responses to each of the key contractual terms set forth in Exhibit A, indicating potential Vendor's consent to such terms and, only if applicable, any specific modifications requested by potential Vendor.

The willingness of a potential Vendor to agree to the key contractual terms specified in Exhibit A below, without modification, will be a material consideration in C4HCO's evaluation of Vendor's response. Unless or until C4HCO and the final selected Vendor(s) have entered into the anticipated Agreement, C4HCO has no obligation to engage any such Vendor under this RFP.

## **Socially Responsible:**

Connect for Health Colorado *highly encourages all potential Vendors to describe their commitment to diversity and inclusion in the workplace as well as health equity for all employees and workforce members.* C4HCO is committed to a diverse environment and is an equal opportunity employer without regard to race, color, religion, gender, gender identity or expression, sexual orientation, national origin, genetics, disability, age, or veteran status.

C4HCO will evaluate submissions more favorably for like committed organizations.

**RFP Process:**

Vendors must follow the proposal submission requirements outlined below to be considered.

Vendors must submit a complete response to the RFP to be considered. Responses should be submitted in both MSWord and PDF format. Supporting documents and external links should be clearly labeled and arranged for easy access and readability. Supporting documents may be provided in PDF and Microsoft Excel, Visio, Project and PowerPoint formats. All documents provided in response to this RFP should be *cut & paste* enabled for analysis purposes.

Response requirements by section are detailed in the table below.

<b>Response Format Requirements</b>	
<b>Section Title</b>	<b>Format Requirements</b>
Table of Contents	Should contain document sections and list all additional documents and links comprising the response.
Cover Letter	Maximum 3 pages;
Proposal	Maximum 12 pages; Please include the following sections: <ol style="list-style-type: none"><li><b>1. Company History and Background</b></li><li><b>2. Colorado-based Call Center and/or MA Site Staff Augmentation Experience</b></li><li><b>3. Health Care/Health Insurance Experience</b></li><li><b>4. Contract Terms</b> - Vendors are requested to indicate in this section whether or not they agree with and will accept the terms specified in Exhibit A of the RFP. If vendors indicate that they cannot accept all terms, they are requested to a) identify in this section which terms they do not accept, b) explain why they will not accept them, and c) offer alternative terms.</li><li><b>5. References</b> – please provide three references for whom you have performed similar services. Please include Organization Name, Description of Project/Work performed, timeframe in which project/work was performed, Contact Name, Contact Phone Number and Contact Email Address.</li><li><b>6. Pricing</b></li></ol>

Please submit your proposal to Justin Brandon at [jbrandon@c4hco.com](mailto:jbrandon@c4hco.com). Your proposal must be received no later than 5:00 p.m. on **August 14th, 2020**.

**Q&A:**

If you have any questions, please reach out to Justin Brandon at [jbrandon@c4hco.com](mailto:jbrandon@c4hco.com)

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## EXHIBIT A

### I. Term & Termination

- A. One-year term automatically renewed for additional one-year terms, unless either Party, at least ninety (90) days prior to the expiration of the Initial Term or any renewal term, gives written notice of non-renewal.
- B. C4HCO may terminate for convenience upon thirty (30) days of written notice to [Vendor].
- C. [Vendor] may terminate for cause by giving written notice to C4HCO effective as of sixty (60) days after the date specified in the notice of termination, in the event that C4HCO fails to pay [Vendor] when due under a Statement of Work (SOW) and thereafter fails to make such payment within thirty (30) days of written notice from [Vendor] that [Vendor] intends to terminate for such failure to pay or, if the amount is in dispute, the date such dispute is resolved, unless C4HCO pays within such thirty (30) day period all amounts then due or owing to [Vendor].
- D. In the event that [Vendor] undergoes a change of control where control is acquired, directly or indirectly, in a single transaction or series of related transactions, or all or substantially all of [Vendor]'s assets are acquired, by any entity, or [Vendor] is merged with or into another entity to form a new entity, then, at any time within thirty (30) days after the last to occur of any of these events, C4HCO may terminate in whole or in part.
- E. C4HCO may immediately terminate if [Vendor]:
  - 1. Becomes insolvent or is unable to meet its debts as they mature;
  - 2. Files a voluntary petition in bankruptcy or seeks reorganization or to effect a plan or other arrangement with creditors;
  - 3. Shall be adjudicated a bankrupt or shall make an assignment for the benefit of its creditors generally.

### II. Additional Provisions

- A. Limitation of Liability. C4HCO shall not be liable to vendor for any indirect, incidental, consequential, special or punitive damages, arising out of or relating to this Agreement, whether in an action in contract, tort, strict liability or otherwise, even if advised of the possibility of those damages. [Vendor] shall not be liable for any claims, costs, expenses, damages, obligations, or losses of C4HCO or any third-party arising from, or in connection with, the acts or omissions of any Contract Worker or individual hired by C4HCO, or for any indirect, special, or consequential damages to Client or any third-party, including, but not limited to, loss of profits, interest, earnings, or use, whether arising in contract, tort, or otherwise.

- B. Audit Access to Records. [Vendor] will maintain evidence to adequately reflect performance under the Agreement and agree to preserve and make available to C4HCO such records, upon request, for a period of five (5) years from the date the Services were rendered by Vendor. Upon three (3) business days' prior written notice, C4HCO or its designated representatives shall have the right to audit, examine and make copies of all data, billing records, invoices, payments, documents, information, procedures and records of any type and form. C4HCO will not be held responsible for time or miscellaneous costs incurred by [Vendor] in association with any audit, including the costs associated with providing audit logs, systems access, or space.
- C. Insurance Requirements. [Vendor] will, at its own expense, provide and keep in full force and effect during the term of this Agreement the Commercial General Liability Insurance, including bodily injury, personal injury, blanket contractual liability and property damage, with a \$1,000,000 per person and \$5,000,000 per occurrence limit; and Professional Liability Insurance covering the errors and omissions of Vendor's personnel with a \$1,000,000 per person and \$5,000,000 per claim limit.
1. On the effective date of the MSA, and as requested by C4HCO from time to time, [Vendor] shall provide C4HCO with Certificates of Insurance evidencing the insurance coverages listed above.
  2. [Vendor] will give C4HCO forty-five (45) days' prior written notice of any material change to any of the policies required by this section.
- D. Governing Law and Jurisdiction. The laws of the State of Colorado shall govern the validity and construction of this Agreement and any dispute arising out of or relating to this Agreement.
- E. Additional Federally Mandated Contract Provisions. Final Agreement shall include additionally federally mandated contract provisions as may be applicable:
1. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
  2. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-

Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

3. Contract Work Hours and Safety Standards Act, as amended (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
4. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small

Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

5. Clean Air Act, as amended (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
6. Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
7. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier-to-tier up to the non-Federal award.

### III. Staffing Services

- A. Purpose and Service Provided. [Vendor] to provide Staffing Services to C4HCO. Staffing Services consists of:
  1. Providing temporary Contract Workers with the ability to convert Contract Workers to employees of C4HCO;
  2. Maintaining direct responsibility as the *de facto* employer of provided temporary Contract Workers for payment of wages and other compensations to Contract Workers, and for payment of any applicable mandatory withholdings and contributions including but not limited to federal, state, and local income taxes,

social security taxes, worker's compensation insurance, mandated healthcare coverage, and unemployment insurance.

3. Performing background checks for each Contract Worker prior to the start of the Worker's assignment at Vendor's expense. Background checks to include verification of eligibility status, reference checks, professional license verifications (as applicable), criminal background checks, and drug screens. Background checks may be tailored dependent on the specific needs of C4HCO and the position filled for each Contract Worker.
  4. A Standard Background Check shall consist of a criminal background check and a drug screening, the extent of which shall be determined by C4HCO upon a request for Staffing Services.
  5. Subject to obtaining a signed release from the Contract Worker, Vendor will provide C4HCO the results of a Contract Worker's background check. C4HCO agrees to keep the results of any background check information confidential.
- B. On-Boarding Procedure. [Vendor] to provide candidates for Contract Work positions to C4HCO pursuant to C4HCO's staffing requests, by providing C4HCO with suitable résumés. C4HCO shall review candidates and provide feedback to [Vendor]. [Vendor] to conduct screening interviews based on C4HCO's staffing request and feedback. Final candidate selection with C4HCO interviews and approval. C4HCO shall not be obligated to accept any one or group of candidates to fill a temporary Contract Worker position(s).
- C. C4HCO Needs Unmet. If the Contract Worker is not performing to C4HCO's satisfaction [Vendor] will replace the candidate with all possible haste.
- D. Timesheet Review. [Vendor] shall provide C4HCO with an electronic listing of each Contract Worker's timesheet with such detailed information to allow C4HCO the ability and flexibility to appropriately review and approve each Contract Workers' timesheet. C4HCO shall have five (5) business days to review submitted timesheets and reject any timesheet line item in its sole discretion.
- E. Services Fees/Rates. Fees/Rates for Staffing Services based upon submitted timesheets as approved by C4HCO shall be due and payable seven (7) days after receipt, less the amount of any time entries identified by C4HCO as incorrect.
1. The agreed upon Service Fees/Rates under this Agreement shall include the total (grossed up) cost to C4HCO. No costs or add-ons for Contract Workers shall be added by [Vendor] independent of the agreed upon Service Fee or Rate. For example, the costs to [Vendor] of supplying health insurance or other benefits to its employees acting as temporary Contract Workers should be built into the agreed upon Service Fee/Rate.

2. Service Fees/Rates shall be the same for such Contract Workers engaged in training activities as those Contract Workers provided services.
  3. In event C4HCO provides written notice (which may be by e-mail) to [Vendor] that any one Contract Worker has failed to meet C4HCO's expectations (in C4HCO's sole discretion), then [Vendor] will not bill C4HCO for any hours worked after the notice is provided to [Vendor].
- F. Contractor Workers for Hire. C4HCO (either directly or indirectly by affiliate or subsidiary) may elect to offer an employment position to Contract Workers provided by [Vendor] as temporary labor. The Parties intend to set out a predetermined fee schedule in the event a Contract Worker is offered employment. The fee schedule terms set forth below shall control in these circumstances, but in no event shall such fees be excessive, punitive or characterized as liquidated damages.
- G. Disclaimer of Warranty. [Vendor] does not warrant or guarantee that a candidate or Contract Worker will produce any particular result or any solution. C4HCO will maintain full authority and responsibility for supervising, directing, and controlling a Contract Worker's performance.