

December 24, 2025

**ADMINISTRATIVE BULLETIN 3**  
**Invitation for Proposal (IFP) # 25-007**

Administrative Bulletin Number 3 issued by the California Department of Health Care Services (DHCS) announces information for IFP # 25-007 for the Health Care Options (HCO) procurement. DHCS provides notification to interested parties of the following:

1. Enclosed with this Administrative Bulletin is the release of DHCS' official responses to questions/comments submitted by prospective Proposers. Prospective Proposers are reminded that no additional questions will be accepted, with the exception of questions or inquiries as described in the IFP Main, Section 11.4.

Prospective Proposers can obtain the link to view and download the IFP (posted November 5, 2025) from the location provided on the [PCD website](#). If prospective Proposers are unable to obtain the IFP, Administrative Bulletins, Addenda, etc. via the internet, please contact the Procurement and Contracting Division at [PCDIFP2@dhcs.ca.gov](mailto:PCDIFP2@dhcs.ca.gov) or (916) 345-8222.

Thank you for your continued interest in serving the needs of the State.

Sincerely,

[Signed Electronically](#)

Amanda Cortopassi, Chief  
Procurement and Contracting Division

**Official Vendor Comments/Questions and Responses**  
**Health Care Options (HCO)**  
**IFP 25-007**

| QID | IFP REFERENCE | SECTION | PAGE # | ISSUE, QUESTION, OR COMMENT                                                                                                                                                                                                                     | REMEDY SOUGHT | DHCS Response                                                                                                                                                                                                                                                                                            |
|-----|---------------|---------|--------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1   | IFP           |         |        | Regarding Addendum 1 to the IFP #25-007.<br><br>I wanted to let you know that while I was able to download the entire PDF, I ran into an error each time I tried to download an individual Word file (.docx):                                   |               | No IFP update required.<br><br>Downloading of Word files has been fixed.                                                                                                                                                                                                                                 |
| 2   | Exhibit A     | GenAI   |        | Although the addendum indicated that all deletions would be in red strike through font, the PDF did not show the deletion of Section 8, GENERATIVE ARTIFICIAL INTELLIGENCE (GENAI) TECHNOLOGY USE AND REPORTING, from Exhibit A, Scope of Work. |               | No IFP update required.<br><br>In some instances, such as where entire sections are removed, Document Builder does not remove them in tracked changes. In such cases, specific actions are notated in the summary of changes as opposed to stating a change has been made to a section in track changes. |

| QID | IFP REFERENCE              | SECTION | PAGE # | ISSUE, QUESTION, OR COMMENT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | REMEDY SOUGHT | DHCS Response                                                                                                                                                             |
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| 3   | Standard Agreement STD 213 |         |        | <p>I am unable to access the STD 213, Standard Agreement, document from the link on the Events page for IFP #25-007<br/> <a href="https://sb.cityinnovate.com/challenges/15859/preview_form?form_id=44042#document-400047">https://sb.cityinnovate.com/challenges/15859/preview_form?form_id=44042#document-400047</a>)</p> <p>When clicking on this link <a href="https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std213.pdf">https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std213.pdf</a>, I receive the following message and the actual webpage with the document never opens. My colleagues receive the same result as well.</p> |               | <p>DHCS will update the IFP in a future Addendum.</p> <p>The STD 213 must be downloaded and opened using Adobe software. The file will not open in internet browsers.</p> |
| 4   | Standard Agreement STD 213 |         |        | The link within the main document for the IFP on Enrollment Broker Services for “Standard Contract” Retrieval doesn’t seem to work. How can we obtain the appropriate documents?                                                                                                                                                                                                                                                                                                                                                                                                                                                  |               | <p>DHCS will update the IFP in a future Addendum.</p> <p>The STD 213 must be downloaded and opened using Adobe software. The file will not open in internet browsers.</p> |
| 5   | IFP Main / Webinar         |         |        | Please confirm the due date is January 22, 2026 as stated in the IFP Main rather than the presentation which stated January 21, 2026.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |               | <p>No IFP update required.</p> <p>DHCS confirms the Proposal due date is accurate per IFP Main, Section 4. Timeline</p>                                                   |

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| 6   | IFP Main / Webinar |         |        | Is there a phone number to contact in the event there any technical issues during the file upload process for submission? |                                                                                                                             | <p>No IFP update required.</p> <p>Please refer to IFP Main, Section 3. Sole Point of Contact for the Department's sole point of contact pertaining to this solicitation</p>                                                                                                             |
| 7   | STD 213 / Webinar  |         |        | Issues downloading the 213 file, any fix for this?                                                                        |                                                                                                                             | <p>DHCS will update the IFP in a future Addendum.</p> <p>The STD 213 must be downloaded and opened using Adobe software. The file will not open in internet browsers.</p>                                                                                                               |
| 8   | IFP Main           | 3.1     | 245    | Does DHCS have plans to reprocore the managed care plans during the term of the contract?                                 | If DHCS has plans to reprocore the managed care plans, please provide the schedule/timeline for the upcoming reprocorement. | <p>No IFP update required.</p> <p>MCP reprocorement has been postponed to begin no sooner than 2029.</p> <p><a href="https://www.dhcs.ca.gov/services/Pages/ManagedCarePlanProcurementUpdate.aspx">https://www.dhcs.ca.gov/services/Pages/ManagedCarePlanProcurementUpdate.aspx</a></p> |

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| 9   | IFP Main Exhibit A3 | 4.2.3.A | 339    | Where are the Choice Forms transported to?                  | Please answer the question. | <p>No IFP update required.</p> <p>Exhibit A, Attachment 3, Subsection 4.2.3 Choice Form Processing Requirements</p> <p>"Transport all completed Choice Forms collected from Members at Presentation Sites to the Contractor's operating facility."</p> |
| 10  | IFP Main Exhibit A3 | 4.2.6.E | 343    | How many Clinical reviews are performed on an annual basis? | Please answer the question. | <p>DHCS will update the IFP in a future Addendum.</p> <p>Exception Production Activity Report will be added to Appendix 1: Data Library in a future Addendum.</p>                                                                                      |

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| 11  | IFP Main Exhibit A3 | 4.2.6.E | 343    | On average, how long does each clinical review take?                       | Please answer the question. | <p>No IFP update required.</p> <p>Each clinical review can vary in the time it takes for completion.</p> <p>Exhibit A, Attachment 3, Subsection 4.2.6 Exemption Request Forms</p> <p>"MERS that require Clinical review must be completed within three (3) to six (6) business days upon receipt of Administrative disposition."</p> |
| 12  | IFP Main Exhibit A3 | 4.2.6.E | 343    | Are there any other clinical responsibilities besides the clinical review? | Please answer the question. | <p>No IFP update required.</p> <p>The clinical review is the only clinical responsibility.</p>                                                                                                                                                                                                                                       |
| 13  | IFP Main Exhibit A3 | 4.2.6.G | 343    | How many testimonies are done annually?                                    | Please answer the question. | <p>No IFP update required.</p> <p>DHCS does not have an exact number of how many testimonies are provided annually. However, on average, there are approximately 85 Statements of Position (SOPs) completed annually.</p>                                                                                                            |

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| 14  | IFP Main Exhibit A3 | 4.2.6.G | 343    | Can testimonies be completed remotely?                                                                       | Please answer the question. | No IFP update required.<br><br>Testimonies may be provided remotely.                                                                                                                                                                                                                                                                                     |
| 15  | IFP Main Exhibit A3 | 4.2.13  | 347    | Do all the Medi-Cal managed care plans use the same file format?                                             | Please answer the question. | No IFP update required.<br><br>Yes, Medi-Cal managed care plans use the same file format.                                                                                                                                                                                                                                                                |
| 16  | IFP Main Exhibit A3 | 4.2.13  | 347    | If all the Medi-Cal managed care plans do not use the same format, how many different file formats are used? | Please answer the question. | No IFP update required.<br><br>All Medi-Cal managed care plans use the same file format.                                                                                                                                                                                                                                                                 |
| 17  | IFP Main Exhibit A3 | 5.1     | 353    | How many complaints are received on a monthly basis?                                                         | Please answer the question. | No IFP update required.<br><br>For calendar year 2023, there were a total of 10 complaints received (average of less than 1 per month).<br><br>For calendar year 2024, there were a total of 10 complaints received (average of less than 1 per month).<br><br>For calendar year 2025 (through November 2025), there have been four complaints received. |

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| 18  | IFP Main Exhibit A3 | 6.2.8   | 371    | Please provide examples of special QA studies.                                                                                  | Please answer the question.                                                       | <p>No IFP update required.</p> <p>No examples of special QA studies are available. DHCS has made no special QA study requests under Contract 17-94437 (current contract).</p>                                                                                                                                                                   |
| 19  | Data Library        | n/a     | n/a    | Are any of the outbound calls in the monthly call reports handled by a customer service agent, or are they all automated calls? | Please answer the question and provide the breakdown of each type if appropriate. | <p>No IFP update required.</p> <p>The data provided in the Data Library "02-Call Volumes" - Telephone Call Center Report, reflects the activity of the predictive dialer automatically dialing out to the member, but once a member answers, the call is then connected to an agent. All campaigns reflect this process for outbound calls.</p> |
| 20  | General             | n/a     | n/a    | Does the program currently offer live chat and/or chatbot services? If so, please provide volumes.                              | Please answer the question and provide any relevant volumes.                      | <p>No IFP update required.</p> <p>Live chat or a chatbot is not currently a modality used by the enrollment broker.</p>                                                                                                                                                                                                                         |

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| 21  | General             | n/a                              | n/a    | Please provide the monthly volume of inbound documents processed                                                                                                                            | Please answer the question and provide any relevant volumes.                 | <p>DHCS will update the IFP in a future Addendum.</p> <p>Undeliverable and Returned Mail Report and Forms Tracking Process Report will be added to the Data Library to reflect returned mail and inbound forms processing.</p>                                                                                                                                             |
| 22  | General             | n/a                              | n/a    | Is work from home a permissible model for customer service agents, or is it a requirement that they work from the contractor's facility?                                                    | Please answer the question.                                                  | <p>No IFP update required.</p> <p>The Contractor must meet the Contact Center Telephone Channel (CCTC) requirements set forth in Exhibit A, Attachment 3, Section 1 Contact Center Telephone Channel.</p> <p>Additional information on Contractor proposed waivers to any Contract requirements can be found in Exhibit E, Provision 61 Waiver of Contract Provisions.</p> |
| 23  | IFP Main Exhibit A3 | 9.2.1.J.12, General Requirements | N/A    | This section states the Contractor must comply with the "Department of Health Care Services (DHCS) Security and Confidentiality Standards." These standards were not provided with the IFP. | Please provide the DHCS Security and Confidentiality Standards to proposers. | <p>No IFP update required.</p> <p>Refer to Exhibit A, Attachment 3, Section 9: Security &amp; Confidentiality Standards for all requirements.</p>                                                                                                                                                                                                                          |

| QID | IFP REFERENCE | SECTION                                                                      | PAGE # | ISSUE, QUESTION, OR COMMENT                                                                                                                                                                                                                                                                                               | REMEDY SOUGHT                                                                   | DHCS Response                                                                                                                                                                                                                                                                  |
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| 24  | IFP Main      | 14.1.1.18, Generative Artificial Intelligence Disclosure Notification Clause | N/A    | This section references Attachment 22, GenAI Reporting and Factsheet, and states that Proposers are to upload their GenAI notification if they intent to use GenAI as a deliverable. As Attachment 22 does not include the factsheet, please provide the GenAI Reporting and Factsheet form to be completed by Proposers. | Please provide Generative Artificial Intelligence Reporting and Factsheet form. | DHCS will update the IFP in a future Addendum.<br><br>DHCS will update Attachment 22 to the following: "GENAI NOTIFICATION" as there is no factsheet involved.                                                                                                                 |
| 25  | IFP Main      | 16.2.5.4.A, Work Plan Submission Requirements                                | N/A    | Is a draft Gantt chart or equivalent required as part of the Takeover Work Plan response?                                                                                                                                                                                                                                 |                                                                                 | No IFP update required.<br><br>A draft Gantt chart, or equivalent, is not required for proposal response. Refer to IFP Subsections 16.2.5.1, 16.2.5.3, 16.2.5.4, Attachment 23 - Takeover Evaluation Questions, and Exhibit A, Attachment 2 Subsection 2.2.1.E.7 for guidance. |
| 26  | IFP Main      | 16.2.5.4.A, Work Plan Submission Requirements                                | N/A    | If a Gantt chart or equivalent is required, will it be counted in the 75-page limit?                                                                                                                                                                                                                                      |                                                                                 | No IFP update required.<br><br>Per IFP Subsection 16.2.5.3, "Flowcharts, graphs, and charts are excluded from this page limitation, but should be minimized whenever possible."                                                                                                |

| QID | IFP REFERENCE                                                   | SECTION                       | PAGE # | ISSUE, QUESTION, OR COMMENT                                                                                                                                                                                                                                                                             | REMEDY SOUGHT | DHCS Response                                                                                                                                                                                      |
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| 27  | IFP Main                                                        | 16.2.7, Project Personnel     | N/A    | This section states that the required job descriptions are excluded from identified page limits. What is the page limit for the Project Personnel section of a Proposer's response?                                                                                                                     |               | <p>DHCS will update the IFP in a future Addendum.</p> <p>There is no page limit for the Project Personnel subsection under IFP Main, Subsection 16.2.7.</p>                                        |
| 28  | Attachment 14: Cost Proposal Format and Cost Sheet Instructions | B.2, Cost Proposal Completion | 1      | This section states required signature(s) must be signed in blue ink. This is typically a requirement for a hard copy submission. As this submission will be an electronic upload, please confirm that a digital signature for the Cost Proposal is acceptable as described in IFP Section 16.1.1.D.a.. |               | <p>DHCS will update the IFP in a future Addendum.</p> <p>A digital signature is acceptable. Please see IFP Main, Subsection 16.1.1 Proposers Must Adhere to All of the Following Instructions.</p> |

| QID | IFP<br>REFERENCE      | SECTION | PAGE<br># | ISSUE, QUESTION, OR COMMENT                                                                                                                                                                                                                                                                                                                                              | REMEDY SOUGHT                                                                              | DHCS Response                                                                                                                                                                                                                                                                                                                                                          |
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| 29  | ATT 14 Cost<br>Sheets | ESR Tab | Tab 5     | To ensure an equitable evaluation of pricing across all proposers, would DHCS standardize Column C, # of Positions, by assigning a fixed number of positions per phase, similar to Column D, Hours? This adjustment would allow evaluation points to be based solely on the Hourly Rate in Column B, rather than being influenced by variations in staffing assumptions. | In Column C, # of Positions, on the ESR tab, assign a fixed number of positions per phase. | <p>DHCS will update the IFP in a future Addendum.</p> <p>DHCS will assume a total of 100 ESR FTEs for all project phases for cost evaluation only.</p> <p>Please note:</p> <p>The Proposer must refer to Exhibit A, Attachment 3: Section 2.2.4 - Presentation Site Staffing Levels when developing the Educational and Outreach and Project Personnel Work Plans.</p> |

|    |                         |     |     |                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                  |
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| 30 | Exhibit A, Attachment 1 | New | N/A | <p>Please add a definition of Work Product to the contract to add clarity and avoid confusion related to intellectual property terms throughout the Contract documents.</p> | <p>Add the following definition to Exhibit A Attachment 1 with the intention that the definition applies consistently across the Contract.</p> <p><b><u>Ownership of Work Product</u></b><br/> <u>All deliverables, documents, data, software, reports, designs, inventions, and other materials created, developed, or produced by the Contractor specifically and exclusively for the State under this Agreement (collectively, “Work Product” or “Deliverables”) shall be deemed “work made for hire” under the U.S. Copyright Act, 17 U.S.C. §101 et seq., and shall be the sole and exclusive property of the State. To the extent any Work Product does not qualify as a “work made for hire,” the Contractor hereby irrevocably assigns, transfers, and conveys to the State all right, title, and interest in and to such Work Product, including all associated intellectual property rights (including but not limited to copyrights, patent rights, trade secrets, and moral rights). Such assignment shall be effective automatically upon creation of the Work Product, without the need for further action by either party. The Contractor agrees to execute all documents and perform any acts reasonably necessary to secure, maintain,</u></p> | <p>No IFP update required.</p> <p>Ownership of intellectual property is defined in Exhibit D, Provision 11, INTELLECTUAL PROPERTY RIGHTS. The State is not defining the term “work product”.</p> |
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|  |  |  |  | <p><u>or enforce the State’s ownership rights in the Work Product. The Contractor shall not use, disclose, or distribute any Work Product without the State’s prior written consent.</u></p> <p><b><u>Exclusion of Services</u></b></p> <p><u>For clarity, the term “Work Product” does not include the Contractor’s performance of services, know-how, methods, processes, or tools used to provide such services (“Services”). The Services themselves are not considered Deliverables and shall not be deemed “work made for hire.” The Contractor retains all rights in and to its general knowledge, skills, and experience, including any improvements or enhancements developed in the course of providing the Services, provided such retention does not conflict with the State’s rights in the Deliverables.</u></p> <p><b><u>Exclusion of Pre-existing Materials and Third-Party IP</u></b></p> <p><u>For clarity, the term “Work Product” does not apply to any materials, software, or intellectual property developed independently of this Agreement and existing prior to its effective date (“Pre-existing Materials”), or to third-party</u></p> |  |
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| QID | IFP<br>REFERENCE | SECTION | PAGE<br># | ISSUE, QUESTION, OR COMMENT | REMEDY SOUGHT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | DHCS Response |
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|     |                  |         |           |                             | <p><u>intellectual property (“Third-Party IP”) incorporated into the Work Product, provided that:</u></p> <p><u>i) The Contractor has disclosed such materials in writing to the State prior to incorporation; and</u></p> <p><u>ii) The State has provided written approval for such incorporation.</u></p> <p><u>In such cases, the Contractor shall grant, or shall ensure that the applicable third party grants, to the State a non-exclusive, royalty-free, revocable, worldwide, and license limited to the duration of this Agreement, to use, reproduce, and distribute the Pre-existing Materials or Third-Party IP only as necessary to fulfill the purpose of this Agreement.</u></p> |               |

| QID | IFP REFERENCE                        | SECTION                                | PAGE # | ISSUE, QUESTION, OR COMMENT                                                                                                                                                                                                                                                                                | REMEDY SOUGHT | DHCS Response                                                                                                                                                                                                                                                                                                                                   |
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| 31  | Exhibit A, Attachment 3: Operations. | 1.2.1 G.3, CCTC Systems and Equipmen t | N/A    | Section 1.2.1 G.3. requires that the IVR “Automatically identify a caller’s primary language if the caller’s telephone number is known by the system.” As telephone numbers are not always a reliable identifier, would DHCS be open to additional methods within the IVR to identify a caller’s language? |               | No IFP update required.<br><br>Exhibit A, Attachment 3, Subsection 1.2.1.G.3 requirements assume the caller is already a Member identified using the telephone number that is in the Medi-Cal Eligibility Data System (MEDS). The Member telephone number is tied to the information provided at the time that the Member applies for Medi-Cal. |

| QID | IFP REFERENCE                       | SECTION                    | PAGE # | ISSUE, QUESTION, OR COMMENT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | REMEDY SOUGHT                                                                                                                                                                                                                                                                                                                                                                                      | DHCS Response                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
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| 32  | Exhibit A, Attachment 3: Operations | 1.2.4.1.A.14, CCTC Reports | N/A    | <p>This section states that “the Contractor must prepare and submit comprehensive CCTC transitional monitoring reports. Such reports must provide details and summary of incoming calls specific to the transition (benefits/population, etc.).”</p> <p>Will DHCS revise this requirement to state:</p> <p>“The Contractor must prepare and submit comprehensive CCTC transitional monitoring reports <u>in a format and frequency approved by DHCS during the planning for the transition</u>. Such reports must provide details and summary of incoming calls specific to the transition (benefits/population, etc.).”</p> | <p>Revise Section 1.2.4.1.A.14 to include the following underlined text :</p> <p>“The Contractor must prepare and submit comprehensive CCTC transitional monitoring reports <u>in a format and frequency approved by DHCS during the planning for the transition</u>. Such reports must provide details and summary of incoming calls specific to the transition (benefits/population, etc.).”</p> | <p>DHCS will update the IFP in a future Addendum.</p> <p>Contract language for Exhibit A, Attachment 3, Subsection 1.2.4.1.A, Provision 14 will be updated in a future Addendum.</p> <p>Underlined text will be added:</p> <p>“The Contractor must prepare and submit comprehensive CCTC transitional monitoring reports <b><u>in a format and frequency approved by DHCS during the planning for the transition</u></b>. Such reports must provide details and summary of incoming calls specific to the transition (benefits/population, etc.).”</p> |

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| 33  | Exhibit A, Attachment 3: Operations | 3.2.2.C, Focus Group Testing | N/A    | <p>3.2.2.C states: The Contractor must provide focus group research of DHCS-specified publications to assess the effectiveness of the publications in achieving their objectives. DHCS typically conducts focus group research for new publications and not for reproduction of existing publications.</p> <p>3.2.2.C.1 states: Submit a proposal, annually, no later than the fifteenth (15) calendar day of December for the following year, that states the research objective and the plans for accomplishing the objective through qualitative and/or quantitative research.</p> <p>The two sections seem to conflict since the first states that Focus Group Testing occurs with new materials and not for reproduction of existing publications but the second appears to be asking for an annual plan for focus group testing. Please confirm that focus group testing applies to new materials only.</p> |               | <p>DHCS will update the IFP in a future addendum.</p> <p>Exhibit A, Attachment 3, Subsection 3.2.2.C will be updated as follows:</p> <p>The Contractor must provide focus group research of DHCS-specified publications to assess the effectiveness of the publications in achieving their objectives.</p> |

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| 34  | Exhibit A, Attachment 3: Operations                | 10.2.4.1, Back-up Facility(ies) Requirements | N/A    | The requirements in this section do not seem to align with current technology and capabilities. As demonstrated with COVID, operations can continue outside of the building without the need for a backup facility. Will DHCS consider a more cost effective solution that meets all requirements without having to secure a brick and mortar backup site? |               | <p>No IFP update required</p> <p>DHCS requires physical back-up facilities per the Contract requirements outlined in Exhibit A, Attachment 3, Section 10: Disaster Prevention, Recovery, and Business Continuity.</p>   |
| 35  | Exhibit B, Attachment 1: Special Payment Provision | 1.11.1, Cost Reimbursement Categories        | N/A    | Would DHCS remove 1.11.1.D as it is a duplicate of 1.11.1.C?                                                                                                                                                                                                                                                                                               |               | <p>DHCS will update the IFP in a future Addendum.</p> <p>Exhibit B, Attachment 1: Special Payment Provisions, item 1.11.D will not be deleted. Item 1.11.D will be updated to "Mass Mailings and Special Mailings".</p> |

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| 36  | Exhibit B, Attachment 1: Special Payment Provisions | 1.2.7 Renegotiation of BVMP | N/A    | <p>This section states: If, during the course of operations, the volume exceeds the Maximum Volume (Plus Level), as shown within the ranges within Attachment 14 in the Contractor’s Cost Proposal, as determined by the Contracting Officer, the Contracting Officer will have the option to negotiate how to address the volume that is above the established Maximum Volume (Plus Level). Previously contracted cost and volume ranges that are established in the Attachments will not be negotiated. The Contractor and the Contracting Officer will negotiate in good faith to reach agreements on Amendments.</p> <p>Will the same treatment be applied to the Minimum Volume (Minus Level)?</p> |               | <p>DHCS will update the IFP in a future Addendum.</p> <p>The same treatment will be applied if the volume falls below the Minimum Volume (Minus Level).</p> |

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| 37 | Exhibit C: General Terms and Conditions, and Exhibit D: Special Terms and Conditions | Exhibit C Section 7, Termination for Cause, and Exhibit D Section 10, Termination (a. For Cause) | N/A | Sections 7 of Exhibit C and 10(a) of Exhibit D allow the State to terminate the Agreement without further payment if the Contractor fails to meet contract requirements. Would the State consider including a reasonable notice and cure period before terminating for cause? | <p>Revise the Termination for Cause language to include a notice and a cure period, which benefits both parties by giving the contractor a fair opportunity to fix issues before termination, while reducing the State’s risk of disruption and potential disputes.</p> <p>Exhibit C, Section 7</p> <p>TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided, <u>provided that the State first gives Contractor written notice of such failure and allows a cure period of not less than thirty (30) days to remedy the failure</u>. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand</p> <p>Exhibit D, Section 10a</p> | <p>No IFP update required.</p> <p>DHCS will retain the provisions as-is.</p> |
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|  |  |  |  |  | <p>The State may terminate this Agreement, in whole or in part, and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided, <u>provided that the State has given Contractor written notice of such failure and a cure period of not less than thirty (30) days to remedy the failure.</u> In the event of such termination, the State may proceed with the work in any manner deemed proper by the State. All costs to the State will be deducted from any sum due the Contractor under this Agreement and the balance, if any, will be paid to the Contractor upon demand. If this Agreement is terminated, in whole or in part, the State may require the Contractor to transfer title, or in the case of licensed software, license, and deliver to the State any completed deliverables, partially completed deliverables, and any other materials, related to the terminated portion of the Contract, including but not limited to, computer programs, data files, user and operations manuals, system and program documentation, training programs related to the operation and maintenance of the system, and all information necessary for the reimbursement of any outstanding Medicaid claims. The State will pay contract price for completed deliverables delivered and accepted and items the State requires the Contractor to transfer as described in this paragraph above.</p> |  |
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| 38 | Exhibit D, Special Terms and Conditions | 11.f, Intellectual Property Rights | N/A | <p>Section 11(f) of Exhibit D states that the contractor will retain title to all intellectual property in existence prior to the effective date of this Agreement. Please confirm that this provision also applies to intellectual property developed independently of, and without the use of funds from this Agreement.</p> | <p>Revise Exhibit D Section 11(f) to clarify that Contractor retains title to its pre-existing and independently developed intellectual property and clarify the State’s ongoing rights to Contractor’s property:</p> <p>f. Contractor will retain title to all of its Intellectual Property <del>to the extent such intellectual Property is</del> <u>that is in existence prior to the effective date of this Agreement or <u>developed independently of this Agreement (Pre-Existing Materials)</u></u>. Unless otherwise specified in the Statement of Work in contracts other than those funded, in part or whole, by federal funds (see paragraph k below), Contractor hereby grants to DHCS, without additional compensation, a <del>permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose Contractor’s Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever</del> <u>non-exclusive, royalty-free, revocable, worldwide, and license limited to the duration of this Agreement, to use, reproduce, and distribute the Pre-existing Materials only as necessary to fulfill the purpose of this</u></p> | <p>No IFP update required.</p> <p>Pursuant to Section 11.a of this provision, DHCS will own ‘intellectual property or other products or materials created or developed pursuant to this Agreement . . .’</p> <p>Intellectual property developed independently, and without use of funds from this Agreement, would not be developed “pursuant to the Agreement.”</p> |
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| QID | IFP REFERENCE                           | SECTION                           | PAGE # | ISSUE, QUESTION, OR COMMENT                                                                                                                                                                                                                                                                                                                           | REMEDY SOUGHT                                                                                                                                                                                                                                                                                                                  | DHCS Response                                                                                                                             |
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|     |                                         |                                   |        |                                                                                                                                                                                                                                                                                                                                                       | <u>Agreement</u> , to the extent it is incorporated in the <del>Intellectual Property</del> <u>Work Product</u> resulting from this Agreement. Proprietary software packages that are provided at established catalog or market prices and sold or leased to the general public will not be subject to this license provision. |                                                                                                                                           |
| 39  | Exhibit D, Special Terms and Conditions | 11.f Intellectual Property Rights | N/A    | Please confirm that the license granted to the State for the contractor's pre-existing intellectual property under Section 11(f) of Exhibit D extends solely to the pre-existing IP incorporated into the Work Product delivered under the Agreement and does not apply to any other pre-existing IP outside the scope of such required deliverables. |                                                                                                                                                                                                                                                                                                                                | No IFP update required.<br><br>This statement uses terms not used or defined in Exhibit D. Therefore, DHCS cannot confirm this statement. |

| QID | IFP REFERENCE                           | SECTION                                                | PAGE # | ISSUE, QUESTION, OR COMMENT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | REMEDY SOUGHT | DHCS Response                                                                                                                                                                  |
|-----|-----------------------------------------|--------------------------------------------------------|--------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 40  | Exhibit D: Special Terms and Conditions | 38. Lobbying Restrictions and Disclosure Certification | N/A    | <p>Paragraph 38 states that Proposers “must file a certification (in the form set forth in EXHIBIT D1: CERTIFICATION REGARDING LOBBYING - ATTACHMENT 1, consisting of one page, entitled “Certification Regarding Lobbying”) that the recipient has not made, and will not make, any payment prohibited by Paragraph b of this provision”</p> <p>However, Exhibit D.1 is not a form, does not include an area for a signature, and states by signing the Agreement the recipient certifies to Exhibit D1, Attachment 1.</p> <p>Could DHCS clarify what form a Proposer is required to submit if it does not have any lobbying activity to disclose?</p> |               | <p>DHCS will update the IFP in a future Addendum.</p> <p>Exhibit D, Attachment 1: Certification Regarding Lobbying will contain updated instructions in a future addendum.</p> |

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| 41 | Exhibit E,<br>Additional<br>Provisions | 10.C,<br>Bonding | N/A | Will the State consider amending the insurance provision in Exhibit E, Section 10(C) upon award to align more closely with the awarded vendor's existing policy regarding fidelity bonding? | <p>Upon award, accept the following revisions which align with actual policy language held by the Contractor.</p> <p>A fidelity bond or other security must be maintained by the Contractor and Subcontractors for at least five million dollars (\$5,000,000) <del>per loss covering each discovery</del>, every employee except those classifications of employees as the Contracting Officer may exempt upon proper justification and request by the Contractor. The fidelity bond or other security must be maintained by the Contractor and Subcontractors in a form satisfactory to DHCS and must include the following conditions:</p> <ol style="list-style-type: none"> <li>1. Loss, if any, under the bond must be payable to DHCS;</li> <li>2. Any bond must provide for thirty (30) calendar days prior written notice to DHCS of intent to cancel or to make any other change, including, but not limited to the status, coverage or scope of the required bond or of the Contractor's failure to pay premiums;</li> </ol> | <p>No IFP update required.</p> <p>The State will not consider amending language in Exhibit E, Provision 10.C Bonding, to align more closely with the awarded vendor's existing policy regarding fidelity bonding.</p> |
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|     |                  |         |           |                             | <div>3. DHCS must not be responsible for any premiums or assessments on the policy;</div> <div>The policy must not provide exclusions for the acts of officers.</div> |               |

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| 42 | Exhibit E,<br>Additional<br>Provisions | 36,<br>Insurance | N/A | Provided that the State’s required coverage types and policy limits remain unchanged, will the State consider amending the insurance provision in Exhibit E, Section 36 upon award to align more closely with the awarded vendor’s existing policy language? | <p>Upon award, accept the following revisions which align with actual policy language held by the Contractor.</p> <p>Contractor must comply with the following insurance requirements:</p> <p>A. <u>General Provisions Applying to All Policies</u></p> <p>1. Coverage Term<br/>Coverage needs to be in force for the complete term of the contract. If insurance expires during the term of the contract, a new certificate must be received by the State at least thirty (30) days prior to the expiration of this insurance. Any new insurance must still comply with the original terms of the contract.</p> <p>2. Policy Cancellation or Termination &amp; Notice of Non-Renewal<br/>Contractor is responsible to notify the State within thirty (30) days of any cancelation, non-renewal or material change that affects required insurance coverage. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject</p> | <p>No IFP update required.</p> <p>The State will not consider amending language in Exhibit E, Provision 36 Insurance, to align more closely with the awarded vendor’s existing policy language.</p> |
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|  |  |  |  |  | <p>to the provisions of this Contract.</p>                                                                                                                                                                                                                                |  |
|  |  |  |  |  | <p>3. Deductible &amp; Other Costs<br/>Contractor is responsible for any deductible or self-insured retention contained within their insurance program, or any premiums or assessments.</p>                                                                               |  |
|  |  |  |  |  | <p>4. Primary Clause<br/>Any required insurance contained in this contract must be primary, and not excess or contributory, to any other insurance carried by the State.</p>                                                                                              |  |
|  |  |  |  |  | <p>5. Approved Insurance Carrier Required Rating<br/>All insurance companies must carry an A rating or better. If the Contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.</p> |  |
|  |  |  |  |  | <p>6. Endorsements<br/>Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.</p>                                     |  |

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|  |  |  |  |  | <div><div>7.</div><div>Inadequate Insurance<br/>Inadequate or lack of insurance does not negate the Contractor's obligations under the contract.</div></div> <div><div>8.</div><div>Subcontractors<br/>If Contractor has identified subcontractors for the work/services identified in the scope of work, the Contractor <del>must include all subcontractors as insureds under Contractor's insurance</del> or supply evidence of subcontractor's insurance to the State equal to policies, coverages and limits required of Contractor.</div></div> <div><div>9.</div><div>Certificate of Insurance<br/>The Contractor shall furnish a Certificate of Insurance for in complete compliance with the terms of the applicable insurance requirements in this provision (i.e., coverage type; dollar limit per occurrence; cancellation requires notification to DHCS at least thirty (30) days in advance; and the State of California, its officers, agents, and employees are included as additional insureds with respect to work performed for the State of California under this Agreement).</div></div> |  |
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|  |  |  |  |  | <div>10. No policy of insurance or bond provided or maintained under this section will provide for an exclusion for the acts of officers.</div> <div>11. Evidence of the insurance coverage required in this provision must be submitted to the Contracting Officer prior to the CED.</div> <div>12. Third Party Carrier<br/><br/>As used in this section, a third party carrier means an insurance company and/or bonding company licensed to provide the required lines of coverage in the State of California and in the amounts required by the Contract.<br/><br/>If the required insurance is not to be provided by a third party carrier, the Contracting Officer must approve, in writing, any proposed alternative coverage prior to its use under the Contract. Any request to use coverage other than standard insurance from a third party</div> |  |
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|  |  |  |  |  | <p>carrier must be submitted to the Contracting Officer in writing within ten (10) calendar days after the notice of intent to award the Contract has been posted, or, if a protest to the notice of intent to award is filed, within ten (10) calendar days after the protest finding has been declared. The request must clearly and fully set out the arrangements proposed and how such arrangements will fully comply with Contract requirements. If the request is denied by the Contracting Officer, required insurance from a third party carrier must be obtained and evidence of coverage submitted to DHCS within ten (10) calendar days of the denial or approval.</p> <p>B. <u>Commercial General Liability</u><br/>Contractor and any subcontractors must maintain general liability on an occurrence form with limits not less than \$5,000,000 per occurrence for bodily injury and property damage liability combined. <del>If Commercial General Liability insurance or other form with a general aggregate limit is</del></p> |  |
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|  |  |  |  |  | <p>used, either the general aggregate limits must apply separately to this project/location, or the general aggregate limit must be twice the required occurrence limit. If the aggregate applies “per project/location” it must so state on the certificate. The policy must include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal &amp; advertising injury, and liability assumed under an insured contract. This insurance must apply separately to each insured against whom claim is made or suit is brought subject to the Contractor’s limit of liability. The policy must be endorsed to include the State of California, its officers, agents and employees as additional insured with respect to work performed under the contract. The additional insured endorsement must be provided with the certificate of insurance.</p> <p>C. <u>Automobile Liability</u><br/>Contractor must maintain motor vehicle liability with limits not less than \$5,000,000 <del>combined single limit per accident</del> <u>per occurrence for bodily injury and property damage combined</u>. Such insurance must cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles. The policy must be endorsed to include the State of California, its</p> |  |
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|  |  |  |  | <p>officers, agents and employees as additional insured with respect to work performed under the contract. The additional insured endorsement must be provided with the certificate of insurance.</p> <p>D. <u>Workers Compensation and Employers Liability</u><br/>Contractor must maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Contract. Employer's liability limits of \$5,000,000 are required. The Workers' Compensation policy must be endorsed with a waiver of subrogation in favor of the State.</p> <p>E. <u>Crime Insurance</u><br/>Contractor must maintain Employee Dishonesty and theft, Forgery or alteration, and when applicable, Inside/Outside Money and Securities coverage for state-owned property in the care, custody and/or control of the contractor. Coverage limits must not be less than value of items in care, custody, and control of Contractor. A Clients' Property endorsement as broad as CR 04 01 08 13 must be endorsed to this policy and notated on the certificate of insurance. The policy must include State of California as loss payee.</p> |  |
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| QID | IFP<br>REFERENCE | SECTION | PAGE<br># | ISSUE, QUESTION, OR COMMENT | REMEDY SOUGHT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | DHCS Response |
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|     |                  |         |           |                             | <p>F. <u>Cyber Liability</u><br/>Contractor shall maintain Cyber Liability insurance with limits of not less than \$2,000,000 for each <u>claim</u> <del>occurrence</del> and an annual aggregate of \$4,000,000 covering claims involving privacy violations, information theft, damage or destruction of electronic information, intentional and/or unintentional release of State and or private information, alteration of electronic information, extortion and network security. The policy must name The State of California, its officers, agents, and employees as additional insured with respect to work performed under the contract.</p> |               |

| QID | IFP REFERENCE                    | SECTION                    | PAGE # | ISSUE, QUESTION, OR COMMENT                                                                                                                                   | REMEDY SOUGHT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | DHCS Response                                                                                                                                                           |
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| 43  | Exhibit E, Additional Provisions | 38.A.1, Liquidated Damages | N/A    | Section 38 of Exhibit E includes an annual cap on liquidated damages under the contract. Would the State consider negotiating a reduction of this annual cap? | <p>Revise Exhibit E Section 38(A)(1) to reflect the following amended annual cap, which still provides a meaningful avenue for the State to seek damages in event of a performance failure, but proportionately limits the risk to Contractor:</p> <p>A. General</p> <p>It is the policy of the California Legislature to use liquidated damages provisions in a State Contract, as shown by Civ. Code § 1671 (b), and 13 California Law Revision Commission Reports 1740 and 1741.</p> <p>The parties agree that:</p> <p>The maximum amount of liquidated damages payable by the Contractor <u>for any reason</u> over any twelve (12) month period <u>(Contract Year)</u> is <u>twelve five</u> million dollars (<del>\$12,000,000</del> <u>\$5,000,000</u>);</p> | <p>No IFP update required.</p> <p>The State will not consider negotiating a reduction to the annual cap stated in Exhibit E, Provision 38(A)(1) Liquidated Damages.</p> |

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| 44 | Exhibit E,<br>Additional<br>Provisions | 53,<br>Software<br>License | N/A | Is the State willing to negotiate mutually agreed upon modifications to the Software License Section 53 of Exhibit E to ensure the terms accommodate limitations the contractor may have regarding third-party intellectual property rights? | <p>Revise Exhibit E Section 53 to clarify that Contractor's ability to extend Software License rights to the State must accommodate and be limited to the lawful scope of rights that Contractor has to any Third Party owned software.</p> <p>A. The Contractor hereby grants to the State and the State accepts from the Contractor, , subject to the terms and conditions of this Contract, a perpetual, irrevocable, royalty-free, non-exclusive, license to use the Software Products in this Contract (hereinafter referred to as "Software Products") <u>for the duration of this Contract</u>.</p> <p>B. The State may use the Software Products in the conduct of its own business, and any division thereof <u>only as necessary to fulfill the purpose of this Agreement</u>.</p> <p>C. The license granted above authorizes the State to use the Software Products in machine-readable form on the Computer System located at the site(s) specified in the Statement of Work. Said Computer System and its associated units (collectively referred to as CPU) are as designated in the Statement of Work. If the designated</p> | <p>No IFP Update needed.</p> <p>The State will not amend the existing language in Exhibit E, Provision 53, Software License.</p> |
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|  |  |  |  | <p>CPU is inoperative due to malfunction, the license herein granted must be temporarily extended to authorize the State to use the Software Products, in machine-readable form, on any other State CPU until the designated CPU is returned to operation.</p> <p>D. By prior written notice, the State may designate the CPU in which the Software Products are to be used provided that the redesignated CPU is substantially similar in size and scale at no additional cost. The redesignation must not be limited to the original site and will be effective upon the date specified in the notice of redesignation.</p> <p>E. Acceptance of Commercial Software (including third party Software) and Custom Software will be governed by the terms and conditions of this Contract.</p> <p><u>For clarity, any license granted under this Contract shall be limited to the scope of rights lawfully held by the Contractor and shall not extend to any Intellectual Property Rights that the Contractor does not own or have the authority to license or sublicense, including Third Party owned Intellectual Property, materials owned by a third party and provided or used under</u></p> |  |
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| QID | IFP REFERENCE | SECTION | PAGE # | ISSUE, QUESTION, OR COMMENT                                                                                                                                             | REMEDY SOUGHT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | DHCS Response                                                                                                      |
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|     |               |         |        |                                                                                                                                                                         | <u>separate terms, including Open Source Software (“Third Party Materials”) or jointly developed tools not specifically created for the DHCS under this Contract.</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                    |
| 45  | General       |         | N/A    | Subject to applicable statutory requirements and limitations, is the State willing to negotiate a mutually agreeable limitation of liability with the awarded Proposer? | <p>Add the following new section to the contract aimed at balancing risk from disproportionate financial exposure while also ensuring the State has a clear, enforceable remedy for actual damages:</p> <p><u>Subject to applicable law, the State agrees that the Contractor’s total liability to the State for any and all damages arising out of or related to this Agreement, from any cause whatsoever—including but not limited to negligence, errors, omissions, strict liability, breach of contract, or breach of warranty—shall not, in the aggregate, exceed the total contract value.</u></p> <p><u>In no event shall the Contractor be liable for indirect, special, incidental, economic, consequential, or punitive damages, including but not limited to lost revenue, lost profits, replacement goods, loss of technology rights or services, loss of data, or interruption or loss of use of software or any portion thereof, regardless of the legal theory under which such damages are sought, even if the Contractor has been advised of the likelihood of such damages and notwithstanding any failure of essential purpose of any limited remedy.</u></p> | <p>No IFP update required.</p> <p>DHCS will not negotiate a limitation of liability with the awarded Proposer.</p> |

| QID | IFP REFERENCE | SECTION | PAGE # | ISSUE, QUESTION, OR COMMENT                                                                                                                                                                         | REMEDY SOUGHT | DHCS Response                                                                                                                                                                                                             |
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| 46  | General       |         | N/A    | Please confirm that submission of a proposal alone does not create a binding contract, and that a binding contract is effective only upon execution of a mutually signed agreement by both parties. |               | No IFP update required.<br><br>Submission of a Proposal creates a legally enforceable offer that DHCS can accept to form a binding contract. A Proposer may withdraw its Proposal pursuant to the IFP Main, Section 18.3. |

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| 47 | General |  | N/A | <p>In the event of a change in law or regulation that materially increases the contractor's costs (e.g., an increase in the minimum wage), does the State intend to permit the contractor to seek an equitable adjustment to the contract price through a duly executed amendment, subject to State review and approval?</p> | <p>Add the following new section to the contract aimed at ensuring fairness when unexpected changes in assumptions, scope, or laws or regulations arise:</p> <p><u>A. Subject to subsections B and C below, the Department may, at any time by written request, make changes within the general scope of the Contract. If such change causes an increase or decrease in the cost of performance of this Contract, or in the time required for performance, an equitable adjustment shall be made. Any claim for adjustment under this paragraph must be asserted within ten (10) business days from the date the change is offered.</u></p> <p><u>B. In the event that (a) the assumptions under which the contract was executed or (b) a party wishes to make a change to the scope of the services, or (c) there has been a change to State or federal law, rules, regulations, or policies (including, but not limited to laws, rules, regulations, or policies affecting taxes, wage requirements, or data and information security, accessibility standards), or (d) or there has been an incorrect wage determination, and, as a result of one or more of the foregoing there is a financial impact on Contractor,</u></p> | <p>No IFP update required.</p> <p>Exhibit E, Provision 5.B Amendments states:</p> <p>“Should either party, during the term of this Agreement, desire a change or amendment to the terms of this Agreement, such changes or amendments must be proposed in writing to the other party, who will respond in writing whether the proposed changes/amendments are accepted or rejected.”</p> <p>Should a law or regulation change the volume or scope of work, the Contractor may request a Contract amendment to reflect any increase or decrease in costs.</p> |
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| QID | IFP<br>REFERENCE | SECTION | PAGE<br># | ISSUE, QUESTION, OR COMMENT | REMEDY SOUGHT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | DHCS Response |
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|     |                  |         |           |                             | <p><u>either party may issue a written change request and the parties shall negotiate an amendment to the Contract detailing the nature of the change and impact on the performance requirements and liabilities, as well as an appropriate equitable adjustment to Contractor's price.</u></p> <p><u>C. If the parties fail to agree upon an equitable adjustment as proposed pursuant to Subsections A and B, the dispute shall be determined via the dispute resolution process agreed to by both parties. The Contractor shall not be obligated to undertake any action pursuant to a change request prior to the parties' agreement on the scope of the change and the appropriate equitable adjustment, and both parties executing an amendment to the Contract.</u></p> |               |

| QID | IFP REFERENCE | SECTION    | PAGE # | ISSUE, QUESTION, OR COMMENT                                                                                                                                                                                                                                              | REMEDY SOUGHT                                                  | DHCS Response                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
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| 48  | General       |            |        | Please provide an architecture diagram showing any and all systems integrations to/from systems in DHCS and Covered California and OTSI. Also, please provide a list of all required interfaces to and from all state systems.                                           | List of integrations with state systems or diagram             | <p>No IFP update required.</p> <p>The California Health Care Options (HCO) Program's Enrollment Broker Contractor has no integration with Covered California or the Office of Technology and Solutions Integration (OTSI).</p> <p>Additional information on required interfaces can be found in the sample Contract included in the IFP under Exhibit A, Attachment 3, Subsections 4.2.12 Medi-Cal Eligibility Data System (MEDS) Interface, 4.2.13 Health Plan Interface, and 4.2.14 Other Interfaces.</p> |
| 49  | Exhibit E     | Section 55 | 132    | Can we please have a tour of the existing facility and HCO Operations in Rancho Cordova? Per Section 55, "The Contractor must conduct facility walkthroughs and demonstrations of HCO Contractor Operations for prospective bidders throughout the procurement process," | Provide tour times for the week of 12/1, 12/8 or 12/17 of 2025 | <p>DHCS will update the IFP in a future Addendum.</p> <p>Virtual facility walkthroughs and demonstrations of Health Care Options Contractor Operations are available in the Data Library, IFP Appendix 1, Item 45 Facility Tour. The link will be replaced with a downloadable file.</p>                                                                                                                                                                                                                    |

| QID | IFP REFERENCE                     | SECTION             | PAGE # | ISSUE, QUESTION, OR COMMENT                                                                                                                                                                                                                                      | REMEDY SOUGHT                                                                                                                             | DHCS Response                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
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| 50  | Exhibit A Attachment 3 Operations | Exemption 4.2.6     | 96     | What are the associated volumes of calls or incidents and Exception Requests that require Clinical Reviews?                                                                                                                                                      | Provide clinical review incident volume by month and year                                                                                 | DHCS will update the IFP in a future Addendum.<br><br>Exception Production Activity Report will be added to Appendix 1: Data Library in a future Addendum.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 51  | Exhibit A Attachment 2 Takeover   | 1.3 Takeover Phases | 10     | Can the takeover requirements and timing be adjusted to the current 9-month requirement in the RFP? The timing requirements, such as testing 7 months prior to AOO, seem to consider the RFI's 15-month timeline instead of the RFP's 9 month takeover timeline. | Re-timing of takeover requirements to match the new 9-month timeline or extension of timeline to 12 months with retiming of requirements. | DHCS will update the IFP in a future Addendum.<br><br>Exhibit A, Attachment 2 Takeover timeline and requirements will be updated to reflect the nine-month period between Contract Execution Date (CED) and Assumption of Operations (AOO). In total, Takeover is twelve (12) months; the final phase in Takeover is a three month post-AOO and Takeover Closeout phase.<br><br>Takeover Training will start four months prior to AOO, Stage 1 Testing will start five months prior to AOO, Stage 2 Testing will start four months prior to AOO, and Stage 3 Testing will start three months prior to AOO. Other updates were made to Exhibit A, Attachment 2 Takeover associated with the timeline updates. |

|    |                                       |     |    |                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
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| 52 | Exhibit A<br>Attachment 2<br>Takeover | 6.1 | 57 | <p>Please confirm any new Contractor can use the existing OnBase repository. If the existing OnBase repository cannot be used by the new Contractor, please provide more details be provided on document repository conversion requirements? For example, how many documents must be converted to the new document management system? In what format? What size?</p> | <p>Details on the volumes, size and types of existing documentation that will need to be converted</p> | <p>No IFP update required.</p> <p>For the Contract resulting from IFP 25-007 procurement, the Contractor can choose to use any product that meets the requirements set forth in the Contract for its Document Management System.</p> <p>As stated in IFP Main, Subsection 1.3. Description of Services: “The Contractor must fully implement a comprehensive document management process to store and manage all documents and content associated with this Contract. This system must ensure secure, digital accessibility from any location. All authorized users from DHCS and the Contractor must be able to access the system remotely or on-site, in accordance with the specified performance and security requirements.</p> <p>Information on data file transfer and testing support from the current Contractor can be found in Contract 17-94437, Attachment III Turnover, Subsections 5.4 System Development and Maintenance Standards and 4.0 Testing Support.</p> |
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| QID | IFP REFERENCE          | SECTION | PAGE # | ISSUE, QUESTION, OR COMMENT                                                                                                                                          | REMEDY SOUGHT | DHCS Response                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
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|     |                        |         |        |                                                                                                                                                                      |               | <p>A copy of Contract 17-94437 is available in the Data Library, IFP Appendix 1, Item 4 Current Enrollment Broker Contract.</p> <p>Document counts can be found in the DHCS response to QID 62.</p>                                                                                                                                                                                                                                                                    |
| 53  | Exhibit A-3 Operations | 4.2.2.D | 91     | Does the auto assignment after the 45 <sup>th</sup> day occur in MEDS or is the expectation that the auto assignment algorithm be built into the Contractors System? | Clarification | <p>No IFP update required.</p> <p>Per Exhibit A, Attachment 3, Subsection 4.2.7.A: “The Contractor must:</p> <p>Auto-assign mandatory Members if they do not submit a complete and accurate Choice Form according to specified timelines or have not been granted an approval of their exemption request.</p> <p>Auto-assignment generally takes place after forty-five (45) days of release of the enrollment choice packet, or as otherwise instructed by DHCS.”</p> |

| QID | IFP REFERENCE          | SECTION                                       | PAGE # | ISSUE, QUESTION, OR COMMENT                                                                                                                                                                                                                                                                                                                                                                                                                                              | REMEDY SOUGHT                                                                          | DHCS Response                                                                                                                                                                                                                                                                                                                                                                                                                                                |
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| 54  | Exhibit A-3 Operations | 11.1                                          | 220    | Please clarify if the statement below means that there are different requirements for manual and automated solutions. “Nothing contained in this section must be construed to state a requirement to propose an automated system to support requirements outlined in Exhibit A, Attachment 3. Mandatory language, such as the use of the word “must” in this section states a requirement only if an automated system is proposed and accepted as part of the Contract.” | Clarification                                                                          | <p>No IFP update required.</p> <p>Exhibit A, Attachment 3, Section 11: Systems Requirements references the contractual requirements and standards should the Contractor implement automated systems solutions.</p> <p>Nothing contained in this section (Exhibit A, Attachment 3, Section 11: Systems Requirements) must be construed to state a requirement to propose an automated system to support requirements outlined in Exhibit A, Attachment 3.</p> |
| 55  | IFP 25 Data Library    | 39-Report Users Manual and 13-Data Dictionary | All    | Please provide any user manuals, training materials, and data dictionaries from the last 2 years. The documents included in the bidder’s library included user manuals published in 2015 and a data dictionary from the 2019 takeover.                                                                                                                                                                                                                                   | Provide user manuals, training materials, and data dictionaries from the last 2 years. | <p>DHCS will update the IFP in a future Addendum.</p> <p>The 2025 Report User Manual (RUM) will be added to Appendix 1: Data Library in a future Addendum. The data dictionary in the Data Library is the current data dictionary available.</p>                                                                                                                                                                                                             |

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| 56  | Appendix A – Attachment 3   | 1.2.1   | 12     | How often does the language inventory of threshold languages change? |               | <p>No IFP update required.</p> <p>Per Exhibit A, Attachment 3, Subsection 1.2.1.A.2: “Threshold Language may change based on DHCS direction as a result of changes in the demographics and the population being served throughout the term of the Contract or by State or federal law.”</p> |
| 57  | Call Volumes Report 20250-8 | All     | 12     | Please provide the call volumes by each specific language by month.  |               | <p>DHCS will update the IFP in a future Addendum.</p> <p>Language data for call volumes will be added to Call Volume reports in Appendix 1: Data Library in a future Addendum.</p>                                                                                                          |

| QID | IFP REFERENCE             | SECTION | PAGE # | ISSUE, QUESTION, OR COMMENT                                                                                                                                                                                                                                                           | REMEDY SOUGHT | DHCS Response                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
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| 58  | Appendix A – Attachment 3 | 1.2.1   | 13     | Is there an existing TTY relay provider that the state uses? If so, which vendor? Could more details be provided regarding the current set up?                                                                                                                                        |               | <p>No IFP update required.</p> <p>Per Exhibit A, Attachment 3, Subsection 1.2.1.E:</p> <p>The Contractor must provide the telephone systems and equipment necessary to meet or exceed all CCTC requirements as follows: [...]Establish and maintain a Telecommunications Device for the Deaf (TDD)/ Teletypewriter (TTY) telephone line with a messaging system for the hearing impaired that is available during normal business hours and has a call back option available after normal business hours.</p> |
| 59  | Appendix A – Attachment 3 | 3.1     | 64     | <p>Video services are to be enabled. Can you elaborate if there are expectations of only point to point calls or conference calls as well?</p> <p>Will the video calls be required to be enabled from the webpage?</p> <p>Will screen recording be expected in these video calls?</p> |               | <p>No IFP update required.</p> <p>The Contract does not specifically require the use of video calls as a communication modality with Medi-Cal Applicants, Potential Members, and Members. Under the Contract, video, and not video calls, is a type of informing material that can be distributed to Medi-Cal Applicants, Potential Members, and Members.</p>                                                                                                                                                 |

| QID | IFP REFERENCE             | SECTION | PAGE # | ISSUE, QUESTION, OR COMMENT                                                                                                                                                                                                                                                                 | REMEDY SOUGHT                                                                  | DHCS Response                                                                                                                                                                                                                                                                                          |
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| 60  | Appendix A – Attachment 3 | 1.2.1   | 13     | The requirement is to automatically identify the caller's language if the calling party's number is known in a database. Please confirm the database and software program that stores this member data. This will be needed to understand the integration into the Contact Center platform. | Please confirm the database and software program that stores this member data. | <p>No IFP update required.</p> <p>The Medi-Cal Eligibility Data System (MEDS) is the State's automated eligibility information processing system. The data is contained and transmitted in daily processing enrollment and disenrollment transactions.</p>                                             |
| 61  | Appendix A – Attachment 3 | 4       | 88     | Where is the member user database (including Authorized Representatives stored? How will this data be made available to incoming vendors to ensure continuity of experience for members?                                                                                                    |                                                                                | <p>No IFP update required.</p> <p>The Medi-Cal Eligibility Data System (MEDS) is the State's automated eligibility information processing system. The data is contained and transmitted in daily files to the Enrollment Broker to assist in processing enrollment and disenrollment transactions.</p> |

|    |                                   |     |    |                                                                                                                                                                                 |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
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| 62 | Exhibit A – Attachment 2 Takeover | 5.4 | 59 | Please provide any historical volumes of data retention and conversion requirements. Also please be specific as to which data and print items need to be retained for 10 years. |  | <p>DHCS will update the IFP in a future Addendum.</p> <p>Exhibit A, Attachment 3 Subsection 8.2.2.A requires the Contractor to "[p]reserve, protect and maintain all Contractor records that are a part of, or result from, the Contractor's operations under this Contract for a period of no less than ten (10) years."</p> <p>As of November 2025, the current number of documents and files retained for Contract 17-94437 are:</p> <p>23,414 in Administrative Correspondence;</p> <p>3,616,125 in Forms and Enrollment;</p> <p>9,550,185 Audio Files;</p> <p>17,771 Reports;</p> <p>54,701 Enrollment Service Representative (ESR) Site Documents;</p> <p>1200 Invoicing and other administrative documents; and</p> <p>106 Problem Statements.</p> |
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|     |                           |         |        |                                                                                                                                                                                                      |               | <p>The Contractor is also responsible for retaining the 07-65829 Contract records through 2028. Information on Contract 07-65829 records can be found in the second half of Report RR03.</p> <p>RR03 Master Index of HCO Records will be added to Appendix 1: Data Library.</p> |
| 63  | Appendix A – Attachment 3 | 4.2.8   | 99     | Please confirm that the 4.2.8 requirement to “implement a secure web portal to enroll/disenroll Medi-Cal Members” is a new requirement. If it is, which URL will this new portal replace or augment? |               | <p>No IFP update required.</p> <p>This requirement exists in the current Contract 17-94437.</p>                                                                                                                                                                                 |

| QID | IFP REFERENCE | SECTION | PAGE # | ISSUE, QUESTION, OR COMMENT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | REMEDY SOUGHT | DHCS Response                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
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| 64  | General       |         |        | <p>Please provide the following data for <u>each</u> physical location currently in use under the Enrollment Broker services contract, but at least for 11050 Olson Dr, Rancho Cordova, CA 95670:</p> <ul style="list-style-type: none"><li>- Physical Address</li><li>- Space allocated</li><li>- Monthly Lease cost</li><li>- Lease term (expire date)</li><li>- Other operating costs (specific as possible)</li><li>- Physical equipment required (e.g. printer, desks, etc.)</li><li>- Hours of operation</li></ul> <p>Please identify if these locations are co-located with other gov't agencies, county health offices, etc.</p> |               | <p>DHCS will update the IFP in a future addendum.</p> <p>The physical address, hours of operation, equipment requirements, and space requirements are all located in the IFP Main and Exhibit A, Attachment 3 Operations of the Contract.</p> <p>The current lease term will expire on September 27, 2027.</p> <p>DHCS-Owned Inventory Report and Hardware and Software Inventory Report will be added to Appendix 1: Data Library.</p> <p>DHCS does not have knowledge of the other information.</p> |

| QID | IFP REFERENCE                        | SECTION                          | PAGE # | ISSUE, QUESTION, OR COMMENT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | REMEDY SOUGHT | DHCS Response                                                                                                                                                                                      |
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| 65  | 24-Maximus Access Request Form_Final | Maximus Applications and Systems | 1      | <p>For the following Maximus systems, please indicate whether DHCS requires a new Contractor to use them.</p> <ul style="list-style-type: none"> <li>• Management System (DMS)?</li> <li>• Call Miner</li> <li>• Engage Decision Point</li> <li>• Electronic Control Binder</li> <li>• FOCUS</li> <li>• JIRA</li> <li>• Materials Ordering System</li> <li>• Problem Correction System (PCP) Report Services</li> <li>• Secure Data Exchange Services (SDES)</li> <li>• Genesys (Rancho Cordova Phone System)</li> </ul> <p>Genesys Pure Cloud (Call Recordings)</p> | Clarification | <p>No IFP Update required.</p> <p>For the Contract resulting from IFP 25-007 procurement, the Contractor can choose to use any products that meets the requirements set forth in the Contract.</p> |
| 66  | 25-007 Data Library                  | Call Volumes                     |        | Please provide hourly Call Arrival Pattern Data, including Historical call arrival patterns for the last 24 months                                                                                                                                                                                                                                                                                                                                                                                                                                                   |               | <p>No IFP update required.</p> <p>Please see Appendix 1: Data Library Call Volumes reports for call data.</p>                                                                                      |

| QID | IFP REFERENCE       | SECTION          | PAGE # | ISSUE, QUESTION, OR COMMENT                                                                                                                                                                                                                                                                                                                         | REMEDY SOUGHT | DHCS Response                                                                                                                                                                                                                                                                                                                                                                    |
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| 67  | 25-007 Data Library | Staffing Reports |        | <p>Please provide a breakdown of Customer Service Representatives (CSRs) and other staff by function:</p> <ul style="list-style-type: none"><li>• Number of CSRs by skill set or queue.</li></ul> <p>Number of Supervisors, quality assurance, workforce management, and support roles for CCTC, Enrollment-Disenrollment, and other functions.</p> |               | <p>No IFP update required.</p> <p>The Contractor must meet the staffing requirements set forth in the Contract. Staffing requirements that are provided in Exhibit A, Attachment 2: Takeover, Exhibit A, Attachment 3: Operations, and Exhibit A, Attachment 4: Turnover.</p> <p>The organization chart for the current Contractor is available in Appendix 1: Data Library.</p> |

| QID | IFP REFERENCE       | SECTION      | PAGE # | ISSUE, QUESTION, OR COMMENT                                                                                                                                                                                    | REMEDY SOUGHT | DHCS Response                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
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| 68  | 25-007 Data Library | Call Volumes |        | Please provide the types or use cases of outbound calls. Please confirm that the time speaking in outbound calls is included in the voice minutes total. Also please provide the policy on leaving voicemails. |               | <p>No IFP update required.</p> <p>Please see Appendix 1: Data Library Call Volumes Reports and the "Types of Calls" column, As well as Appendix 1: Data Library Report User Manual for the description of included report elements for the Telephone Call Center Report.</p> <p>The time speaking in outbound calls is included in the voice minutes total.</p> <p>Per Exhibit A, Attachment 3, Subsection 1.2.1.K:</p> <p>The CCTC must include an Integrated Predictive Dialer System (IPDS) for outgoing calls made by the CSR. The IPDS must, at a minimum, have the capability to detect answering machines and leave messages, detect and document disconnected telephone numbers, call back telephone numbers with busy signals, redial telephone numbers at multiple times and at various times of the day and week, and automatically transfer calls to a live Operator with screens displaying pertinent data that highlights the purpose of the outgoing call.</p> |

| QID | IFP REFERENCE                                                  | SECTION              | PAGE # | ISSUE, QUESTION, OR COMMENT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | REMEDY SOUGHT                                                                                                                                                                                                                                                                                                                                                                                            | DHCS Response                                                                                                                                                                                                                                  |
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| 69  | DHCS Invitation for Proposal 14.1.1.1. EXPERIENCE REQUIREMENTS | Solicitation Process | 25     | <p>“The Proposer must have at least five (5) consecutive years of relevant prior experience, <b>within the last eight (8) years from Proposal Due Date</b>, which is similar to the work contemplated by this IFP and demonstrates the Proposer’s ability to perform such work, as follows....” (See DHCS Invitation for Proposal 14.1.1.1. EXPERIENCE REQUIREMENTS)</p> <p><b>Versus:</b></p> <p>Evaluation Factors Question #9 (Attachment #23): “Did the Proposer submit three (3) references from prior clients (<b>within the past five (5) years</b>) confirming their satisfaction with the Proposer’s past work?”</p> | We respectfully request the State revise the Evaluation Factors Question #9 (Attachment #23) to state “Did the Proposer submit three (3) references from prior clients that demonstrate at least five (5) consecutive years of relevant prior experience, within the last eight (8) years from the Proposal Due Date?” Doing so will reconcile any potential confusion between these two (2) statements. | <p>No IFP update required.</p> <p>The Proposer’s required experience is distinct from the required client references. Please see IFP Main, Subsection 14.1.1 Experience Requirements and IFP Main, Subsection 14.1.1.15 Client References.</p> |

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| 70  | Exhibit E     | 3. Accountin<br>g<br>Requirem<br>ents, |        | <p>We have been unable to locate this document (HCO Program Contractor's Operations Financial Management Manual) and are requesting it so we can have a complete response.</p> <p>Please provide a copy based on this information below, thank you</p> <p>EXHIBIT E- ADDITIONAL PROVISIONS</p> <p>3. Accounting Requirements G. Financial Management Manual</p> <p>The Contractor must maintain and update, as necessary, a financial management manual during the life of the Contract that includes:</p> <p>1. All the data specified in the HCO Program Contractor's Operations Financial Management Manual, available during the procurement of the Contract in the Data Library; and</p> <p>2. All requirements specified in Exhibit A, Attachment 2: Takeover.</p> |               | <p>DHCS will update the IFP in a future Addendum.</p> <p>The Financial Management Manual will be added to Appendix 1: Data Library in a future Addendum.</p> |