Request for Proposals for Training Partnership Call Center Services

TIMELINE	
RFP Release Date	March 15, 2011
Written Questions Due	April 1, 2011
Response to Written Questions	April 15, 2011
Proposal Due Date	May 15, 2011

Changes/Clarifications added on March 24, 2011.

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Changes/Clarifications as of March 24, 2011 on pages 4 and 12.

I. Introduction

The purpose of this Request for Proposals (RFP) "Training Partnership Call Center Services" is to secure services of a qualified contractor who will maintain and operate a high-volume, toll-free call center to register students for required courses and answer questions regarding complex training requirements. Calls from students will be routed or referred to the SEIU Healthcare NW Training Partnership ("Training Partnership") for response if an inquiry is beyond the scope of services provided by the call center. The Call Center will handle on estimated 30,000 calls per year, with peak call volumes anticipated in the first 2 months and last 3 months of the calendar year.

The contract will be for a 3-year for the period of July 1, 2011 to June 30, 2013. Either party may request to re-open the contract, or cancel the contract with 90 days notice.

II. Background

The mission of the Training Partnership is to train and develop professional long-term care workers to deliver high-quality care. As of the release of this RFP, the Training Partnership has over 40,000 students, all of whom are required to fulfill basic training requirements, and most of whom are required to fulfill annual continuing education. Many students do not speak any English. While registration capabilities and training information are available online, most students have or will utilize call center services to access training. The Training Partnership does not have staff to activate and operate a call center to respond to a large volume of inquiries.

The objective of this RFP is to secure a qualified source of call center services to meet the needs of the Training Partnership to inform students of their training requirements, register students for classes, disseminate information regarding various classes throughout Washington, Montana and/or Oregon and appropriately handle complaints and feedback in a timely and cost efficient manner.

Additionally, the call center must also be able to report industry standard metrics, including but not limited to, abandon rate, average talk time, after call work or wrap time, average handle time, adherence, shrinkage, service level, average speed of answer, first call resolution, cost per call, turnover and call quality.

III. Eligible Bidders

Eligible bidders for this RFP include private or public organizations authorized to operate in the United States, with a minimum of 3 years experience handling and responding to a high volume of calls.

IV. Project Specifications

The Training Partnership seeks to award a contract through this RFP process to one or more qualified organizations for the delivery of call center services that are efficient and cost effective and meet the requirements of this RFP.

A. Organizational Background and Experience

Bidders must have minimum of three years experience in providing call center services through one or more call centers. Bidders must have the organizational structure, facilities and technology in place to ramp-up call center operations to fully operational status on July 1, 2011. The bidder must be able to provide three references who can be contacted regarding the bidder's provision of services similar to those required in this RFP. References will be asked to comment on the bidder's experience, capabilities and effectiveness in operating high-volume call centers, responding in times of peak call volume, and timeliness and accuracy of data and narrative reports. Bidders must provide a list of clientele for whom the bidder has provided call centers in the last five years. Bidders must identify how many representatives/operators can be dedicated to Training Partnership call center response, while the bidder maintains contractual obligations with other businesses.

Bidders must meet have a satisfactory record of integrity and business ethics including satisfactory compliance with the law including tax laws, labor and employment laws, environmental laws, antitrust laws, and consumer protection laws. No less than 25% of the Technical Proposal Score will be based on the bidder's history and commitment to providing competitive wages and health and retirement benefits to its employees. (Added on 3/24/2011)

B. Staff Qualifications

The contractor shall ensure that the project and each of its components are adequately staffed with experienced, knowledgeable personnel who can meet the responsibilities outlined in this RFP. The contractor shall agree to administer, or allow the Training Partnership to administer, a multi-day, Training Partnership-specific training.

The bidder shall provide the Training Partnership with an organizational chart outlining the structure of the call center including management and all key staff, and identify lines of authority. The organizational chart must indicate the numbers and types of staff for each component/function. The bidder must identify a Program Manager who will serve as the main contact with the Training Partnership. The names of other management personnel must be shown in the organizational chart. Resumes of key staff should be included. The Training Partnership reserves the right to reject any proposed management personnel based on inadequate qualifications, poor references, or knowledge of previous inadequate performance.

The Training Partnership must be notified in writing, at least 2 weeks in advance, if a new Project Manager will be hired. The notice must include an explanation for the change and the name and credentials of the individual proposed to assume the position. Any changes or additions in key staff once the contract has begun must also be reported to the Training Partnership, accompanied by resumes of key staff, in advance of when staff begins employment. The contractor shall supply the Training Partnership with an updated organizational chart on annual basis or as requested by the Training Partnership. The Training Partnership may request changes in staff based on performance and quality, and request a replacement of equal or stronger qualifications. The contractor must have a confidentiality policy and provide staff an explanation of staff training in confidentiality.

The contractor is responsible for hiring, managing and maintaining a staff of qualified, trained operators capable of responding to the volume and type of calls outlined in the RFP. The management team and number of live operators must be sufficient to provide timely responses to all calls, as well as responses to administrative concerns and inquiries posed by the Training Partnership.

The selected contractor must submit a staff training plan outlining how staff will be trained on an on-going basis to respond to callers' inquiries and concerns, build skills sets to appropriately respond to callers, handle calls of an emergency nature, and ensure that staff is kept up-to-date on "Question and Answer" script content. The contractor must make available sufficient numbers of staff to assure contracted performance standards are met (call waiting times, etc.). The contractor must assure the ability to respond in multiple languages as indicated below in "Accessibility and Staffing, Part E."

C. **Detailed Project Specifications**

As described in the Introduction and Background sections, the purpose of the RFP is to secure the services of one or more qualified contractor(s) who will maintain and operate a toll-free call center to respond to calls from Training Partnership students. If inquiries are beyond the scope of services provided by the call center, calls will be routed or referred to the Training Partnership.

The experience of the Training Partnership call center indicates a monthly volume that is easily subject to spikes based on hiring patterns, communications and training deadlines. Call duration is also variable based on complexity. Past volume has ranged from 6,000 to 10,000 calls per month. Call volume could be much higher in the event of a mandated change in training requirements and/or training deadlines.

The contractor must provide the following services and meet the following standards:

1. **Accessibility and Staffing**

   a) At minimum, the contractor will operate the call center 7 am to 7 pm, Monday through Friday.
   b) The contractor must have sufficient staff to adjust to the number of staff to serve Training Partnership call volume fluctuations
   c) The contractor must have capability to receive calls forwarded from other numbers
   d) The contractor will be required to hire staff with strong communication and interpersonal skills. Representatives should be culturally competent and capable of interviewing callers of diverse backgrounds, including older adults, people with disabilities, and racial and ethnic minorities. Representatives should have the ability to handle inquiries and requests from callers in a courteous and professional manner, including calls received in a crisis and/or from irate callers.
   e) The contractor must make available, at a minimum, sufficient numbers of English, Spanish, Korean, Russian and Vietnamese speaking staff. Additional staff language needs may include Cantonese and Somali. The contractor must provide language translation services in multiple languages on an as needed basis to accommodate non-English speaking callers through either multilingual staff or via a “foreign language line”, such as AT&T Language Line Services. If a telephone translation service is used, the “connect time” to reach a translator should not exceed 20 seconds.

2. **Integrated Voice Response Systems**

   a) The contractor may use an integrated voice response system (IVR) to provide the initial message to callers. The contractor may propose using IVR in other ways that have been shown to be effective within the scope of work of the RFP.

b) The contractor shall include the ability for callers to select an educational message or answer to frequently asked questions through an automated menu, if requested by the Training Partnership.

c) The contractor must make all automated messaging available in English and Spanish, and add other languages as requested by the Training Partnership.

d) The contractor must always provide the option of a live person response for all callers during the period of operation.

3. **Response Times**
   a) Contractor will ensure that 80% of all calls are answered by a live representative within 20 seconds of being on hold once answered by an IVR system.
   b) The contractor must indicate their anticipated average abandoned call rate

4. **Caller Assistance/Information Dissemination/Registration**

The contractor is responsible for providing up-to-date information and providing registration services to callers. The contractor will use "Question and Answer" scripts and student records provided by the Training Partnership to facilitate input and retrieval of information by representatives and to ensure delivery of accurate information. Services to be delivered by the contractor include, but are not limited to the following:

a) Determine caller needs and circumstances.
b) Provide accurate information based on "Question and Answer" scripts and/or student records in response to caller questions.
c) Provide in-service training, on an as-needed basis, to keep staff up-to-date on "Question and Answer" script content. Scripts may undergo rapid revisions due to changing nature of the Training Partnership's growth, and the contractor must ensure that staff are provided and are using the most current script provided by the Training Partnership.
d) Transfer or refer training calls from case managers and home care aide employers to the Training Partnership.
e) Register, cancel and/or reschedule classes on behalf of callers.
f) Answer questions regarding individual training requirements, training deadline(s), training hours completed and training status
g) Set notification preferences on behalf of the students

h) Request class interpretation on behalf of students when necessary;
i) Request training certificates on behalf of students
j) Facilitate student surveys
k) Provide class information to students
l) Provide instructions to unlock accounts that are closed for registration

5. **Caller Database: Maintenance and Data Reporting**
The contractor will utilize a web-based database to collect and report accurate information on individual callers and nature of the calls. All data must be kept confidential. Collection requirements include, but are not limited to, the following:

a) Utilization of web-based database to capture information on the caller as well as the nature of the call. Data to be collected may vary from event to event, but will typically include the following information: preferred method of contact; language preference; email address; information requested; and nature of the call.
b) Utilization of an issue-escalation tool, such as a CRM, to report non-urgent calls to the Training Partnership for follow-up. The types of issues to be escalated in this manner will be provided to the contractor.

6. **Management Reports**
a) The contractor must submit management reports as required by the Training Partnership for its use in the review, management and analysis of the call center. To support these reports, the contractor must collect, at minimum, the information on each call:
   - Date and time
   - Status (abandoned, queued, connected, completed)
   - Time to connect
   - Duration
   - For answered calls: language
   - For answered calls: devices for individuals with disabilities
   - For IVR systems: tallies of all menu selections

b) Summary reports must also be submitted and include peak hours for calls, average length of calls, use of translation services outside and devices for individuals with disabilities, call abandonment rates, and any other challenges and/or issues related to staffing, maintenance and operational issues and their disposition. The information submitted must include any data used to determine billing charges.

c) The contractor must have quality control measures in place to assure accuracy and timelines of all reports. Reports shall be provided by the contractor in an electronic format as determined by the Training Partnership.

7. **Quality Assurance and Improvement**
The contractor shall have a written internal quality assurance (QA) plan for the monitoring and improving of call center services, which includes training and supervision of staff, ongoing performance assessment of the quality of information provided to callers, and follow-up on identified issues. Any alteration of the frequency or strategy for monitoring call center services shall only be made with prior approval of the Training Partnership. This includes, but is not limited to:

a) Evaluation of call center operations including monitoring of response time, abandonment rate, staff effectiveness, and use of management reports to improve call center performance.
b) Provision of feedback to the Training Partnership regarding questions from caller that the "Question and Answer" script does not answer.
c) The capability to gather and report on customer complaints, compliments and other service related comments/suggestions and protocol to respond to customer complaints.
d) A process for rapid and thorough follow-up of any complaints.
e) Performance assessment of call center services, staff training, and reporting to the Training Partnership.
f) Provision of advice and recommendation to the Training Partnership regarding call center operations and management. Such responsibility shall include, but not be limited to, keeping the Training Partnership informed in a timely manner concerning such matters as new advances and technological improvements in telecommunications, innovation and any potential issues affecting the call center. The Training Partnership is not under any obligation to act on such advice or recommendations.

V. PROPOSAL REQUIREMENTS

A. **General Submission Requirements**

A Technical and Cost Proposal must be submitted in response to this RFP. The requirements established by this RFP for proposal content and format will be used to evaluate proposals. The bidder's compliance to the format prescribed herein, as well as the bidder's response to each specific requirement and question stated in the RFP, will be considered during the evaluation process. Proposals should provide a concise but complete description of the bidder's ability to meet the requirements of the RFP. The Technical and Cost Proposals must be submitted in separate envelopes/packages and placed in a third package. The two sections should be marked as follows: "Technical Proposal – Training Partnership Call Center Services" and "Cost Proposal – Training Partnership Call Center Services". Each section should be identified with the name of the bidder. Proposals must be typed, using 8.5 by 11 inch paper, Times New Roman size 12 font, and submitted in three-ring binders. Hand-written copies will not be accepted. Separate binders should be used for the Technical and Cost Proposals.

All evidence and documentation requested under this RFP must be provided at the time the proposal is submitted. Interested bidders must submit 1 original and one copy on CD ROM in Microsoft Word format. Proposals may be mailed, delivered in person or by private carrier to:

Christine Jimenez, Director of Operations
SEIU Healthcare NW Training Partnership
635 Andover Park West, Suite 200
Tukwila, WA 98188

It is the bidder's responsibility to see that bids are delivered to the Training Partnership prior to the date and time of the bid due date. Late bids due to delay by the carrier or not received in the Training Partnership's mail room in time for transmission will not be considered. E-mailed and faxed copies will not be accepted.

No cost or pricing information should be submitted in a bidder's Technical Proposal. The Training Partnership reserves the right to change requirements at any time during the process provided the changes are justified and that modifications would not materially benefit or disadvantage a bidder. Any modifications and/or amendments to the RFP will be made prior to receipt of proposals and all potential bidders made aware of the changes. Additionally, the modifications and/or amendments will be posted on the Training Partnership website. Submission of proposal indicates acceptance of all conditions contained in this RFP.

B. **Technical Proposal**

Responses to all proposal requirements must be addressed in the Technical Proposal. The Technical Proposal consists of a narrative description of how the bidder will manage all aspects of the emergency call center described in **Section IV – Project Specifications.** Bidders may provide additional information or recommendations relevant for consideration in the Training Partnership's determination of award of the contract(s).

Technical proposals must be organized into the following sections:

Transmittal Letter
Section 1: Executive Summary
Section 2: Organizational Background and Experience
Section 3: Staff Qualifications
Section 4: Proposed Approach

1. **Transmittal Letter**

   The bidder's Technical Proposal must contain a transmittal letter signed in ink by an official authorized to bind the bidder to the provisions contained therein. The letter should include:

   a) A statement designating the name of the organization that will contract with the Training Partnership.
   b) The name, title, address, phone number and e-mail address of the representative whom Training Partnership staff may contact during the review process.
   c) Disclosure of any relationships and/or ownership interest that may represent a conflict of interest for the contractor and/or any subcontractors. Include but do not limit disclosure to relationships, including contracts with subcontractors or a statement that no such relationship or interest exists. In cases where such a relationship does exist, describe how the potential conflict of interest and/or disclosure of confidential information relating to this contract will be avoided.
   d) A declaration of the ability, willingness and assurance of readiness to provide the services defined in the RFP.
   e) An affirmation that the proposal and all provisions of the offer are to remain in effect for 365 calendar days commencing the due date of the proposal.

f) A statement of Affirmative Action that the bidder does not discriminate in its employment practices with regard to race, creed, color, national origin, religion, age, sex disability or marital status.
g) A statement agreeing to meet the criteria for the Federal Health Insurance Portability and Accountability Act (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH) as found in the Business Associate Agreement in the RFP appendix included in the Appendix.
h) A statement attesting to the accuracy and truthfulness of all information contained in the proposal.

2. **Section 1: Executive Summary**
The Executive Summary should provide an overview of the bidder's Technical proposal and summarize the bidder's understanding of the performance requirements outlined in the RFP. Bidders should address the general scope of service and the manner in which they would be provided. It must not include any information concerning the cost of the proposal.

3. **Section 2: Organizations Background and Experience**
a) Bidders should describe the background, experience, and structure that qualify the bidder, and if applicable, its subcontractor(s), to undertake the functions and activities required in the RFP.
b) Bidders should provide the wage range for call center representatives. Describe in detail if there are wage differentials provided and how they apply, as well as how wage increases are achieved. Bidders should also describe the health and retirement benefits that call center representatives enjoy. (Added on 3/24/2011)
c) Bidders are required to have a minimum of three years experience handling and responding to a considerable volume of calls at the same time, through one or more call centers.
d) Bidders should include a description of current contracts and responsibilities including a description of experience and/or current contracts of an emergency, public health and/or health care nature, number and type of employees and sizes and description of customer base.
e) Bidders must identify how many operators can be devoted to Training Partnership response, while the company maintains any other contractual obligations to other businesses
f) Bidders must identify all subcontractors that it intends to use in fulfilling the requirements of this project and the relevant experience of each. The role of subcontractor(s) must be clearly defined and relevant experience

must be described. The bidder must submit a letter from each planned major subcontractor, stating their commitment to participate in the project described in the RFP and their understanding of what their responsibilities will be in relation to this project.

g) Bidders must provide a list of three current or former clients who can be contacted for references regarding the bidder's provision of services similar to those required in this RFP. The list should include a name, address, telephone number and e-mail address for someone in that agency with sufficient authority to provide information and references to the Training Partnership. (References will be asked to comment on the bidder's experience, capabilities and effectiveness in operating emergency call centers, responding to times of high call volume, responding to diverse callers in a culturally competent manner, data on average call waiting and abandoned call rates, and timeliness and accuracy of data and narrative reports.)

h) Bidders must provide a list of call centers that the bidder has managed within the last five years.

4. **Section 3: Staff Qualifications**

a) Demonstrate that the call center will be administered and managed with qualified management staff. This must include an organizational chart and narrative outlining the roles and responsibilities of the Program Manager and other key staff. Resumes of key staff must be included. The numbers and types of staff for each component/function must be identified. Describe any unique staff qualifications such as education and/or experience that would serve the needs of the Training Partnership in a public health emergency.

b) Provide the proposed training strategy to train new staff and maintain continuing education, or refresher training, for existing staff. Describe the confidentiality policy and include an explanation of staff training in confidentiality.

c) Describe how on-going training for operators will be accomplished with rapidly changing "Question and Answer" scripts.

d) Submit information that demonstrates the bidder's ability to dedicate the necessary resources required to provide the requested services.

5. **Section 4: Proposed Approach**

Provide a completed work plan outlining the implementation of this project. In all sections below, the bidder must address in detail how they will address all the program requirements included in Section IV, C. Detailed Project Specifications.

a) Describe bidder's proposed computer and data system, including hardware and software used for each type of major function.
b) Accessibility and Staffing
    I. Describe how the call center will operate M-F, 7am-7pm PST
    II. Describe approximately how many calls the bidder can handle per hour if each call lasts 10 minutes.
    III. Describe how the call center will be accessible to all persons throughout Washington, Montana and Oregon, have the capability to answer calls from other states and receive calls forwarded from other toll-free numbers.
    IV. Describe how the bidder will ensure sufficient numbers of English, Korean, Russian and Spanish speaking staff at minimum during all hours of call center operation and how the bidder will provide language translation services in multiple languages other than these languages.
    V. Describe staff training and how the bidder will ensure that operators are culturally competent, have sufficient oral and written communication skills, and have the ability to handle inquiries and requests from callers in a courteous and professional manner, including calls received in crisis situations and/or from irate callers.

c) Integrated Voice Response Systems
   Describe the integrated voice response (IVR) system. Describe how it would operate including the routing system for obtaining automated educational messages/answers to frequently asked questions and the capability to default to live operators.

d) Response Times
   Describe how the bidder will ensure the timely answering of all calls and access to a live operator. Describe bidder's anticipated experience with blocked and abandoned calls.

e) Caller Assistance/Information Dissemination
   Describe how the bidder will provide continually updated information contained in the Training Partnership provided "Question and Answer" script to operators.

f) Caller Database: Maintenance and Data Reporting

Describe the bidder's ability to utilize a web-based database to record data on each caller as specified by the Training Partnership. Attest that the bidder will collect all required information on each call.

g) Management Reports
   I. Describe the bidder's capability to submit detailed management reports on each call, as well as summary reports.
   II. Describe the quality control measures in place to assure accuracy and timeliness of all reports.

h) Quality Assurance and Improvement
   I. Describe how the Training Partnership will be kept informed about questions from callers that the "Question and Answer" script does not answer.
   II. Attest to how customer complaints, compliments and other service related comments/suggestions and protocol will be handled, as well as complaint follow-up.
   III. Describe how the bidder will assess performance of call center services, staff training and reporting to the Training Partnership.

C. **Cost Proposal**

Cost proposals shall be submitted in the following format:

Transmittal Letter
Section 1: Cost Proposal Worksheet (Attachment A)
Section 2: Evidence of Financial Capacity/Stability

1. Transmittal Letter

The transmittal letter must be signed in ink by a person authorized to bind the bidder to the provisions contained therein. The letter should include:

a) An affirmation that the offer is to remain in effect for 365 calendar days commencing the due date of the proposal.
b) A statement indicating that the bidder will provide the services at the prices contained in the cost proposal.
c) A statement indicating that the bidder prepared its Cost Proposal without collusion or other communication with any other prospective bidder.

2. Section 1: Cost Worksheet

The Cost Proposal Worksheet (Attachment A) must be completed. All costs must be inclusive of all activities necessary to implement the call center as described in this RFP.

a) The Training Partnership cannot guarantee the number of calls that will be received by the contractor resulting from this RFP. Based on history and experience, 6,000 to 10,000 calls per month is possible.
b) The Training Partnership acknowledges the need for the contractor to maintain a certain level of administrative and direct service activities regardless of the number of calls received by the call center. To accommodate this level of service, the Training Partnership has identified the following categories of payment: All costs associated with the operation of the call center must be included in these categories:

   I. a flat start-up fee;
   II. a daily management fee for each day that the call center is operational. The daily management fee includes any costs associated with ongoing training or development of staff;
   III. a flat per minute fee to speak with a live operator;
   VI. per minute fees for third party translation services. Spanish, Korean, Russian and any other languages served directly by call center staff is not included in these fees;
   VII. an hourly fee for customized reports or services not described in this RFP.

c) The charges are based on the actual time required for operators to respond to answer inquiries and provide service for Training Partnership calls
d) No distinction in price per call or related services will be made for the time of the day, day of the week, or if calls/services are received/performed on a holiday.

Any other expenses related to having an adequate number of lines or equipment, installations or modifications to enable the contractor to develop and maintain the call center is the responsibility of the contractor and must be built into the cost proposal.

3. Section 2: Evidence of Financial Capacity/Stability

Bidders must be able to provide evidence of their financial ability to perform the terms and conditions of the contract. Each bidder must include independently audited financial statements (not annual reports) for the last three years of operations. If a bidder is not required to have audits performed, a statement to that effect must be included with the cost proposal. If a bidder is not required to have independent audits performed, other evidence of financial ability to perform this project must be included.

If audited financial statements are prepared, they must be included, even if proprietary in nature. If they are proprietary, please so indicate in your bid. In addition, information as described above must be submitted for major subcontractors. If the bidder proposes to subcontract any portion of the work required under the contract and the subcontractor will be paid more than $100,000, the bidder must include the same financial information for each proposed subcontractor as is required in this section for the bidder.

D. **Method of Award**

The Training Partnership will establish separate technical and cost evaluation committees and conduct a comprehensive and impartial evaluation of all proposals submitted. The evaluation committee will be comprised of members of the Training Partnership qualified to evaluate the components of this procurement. During the evaluation process, the Training Partnership may require clarifying information from a bidder for the purpose of assuring the Training Partnership's full understanding of the bidder's responsiveness to the RFP requirements. This clarifying information must be submitted in writing in accordance with formats set forth in this RFP and, if received by the due date set forth in the Training Partnership request for clarification, will be included as a formal part of the bidder's proposal. At the discretion of the Training Partnership, all bids may be rejected. The technical and cost proposals will be evaluated separately. The results of the technical and cost evaluations will be weighted and combined for purposes of awarding contracts. Evaluation of the bids will include, but not be limited to the following considerations:

- meeting the RFP requirements;
- an assessment of the bidder's experience and qualifications;
- the technical merit of the proposal;
- the clarity of the proposal; and
- the total project cost.

1. **Pass/Fail Requirements**
   All proposals will have an initial pass/fail screening for the following requirements:
   a) timely submission;
   b) separate cost and technical proposals;
   c) the bidder has at least 3 years of experience in providing call center services through one or more call centers;
   d) a work plan that outlines the implementation of this project is included.

2. **Technical Proposal Score (80 points)**
   An evaluation team will score each proposal that meets the initial pass/fail requirements by assessing each bidder's ability to provide the services based on the scoring system below. Information from the Cost Proposal, or evaluation thereof, will not be available to the technical evaluation team during their evaluation. Bidders should refer to Section V-B, Technical Proposal, for a description of technical proposal requirements**.**
   The following formula will be used to determine each bidder's final technical proposal score:

   (x/y)*z where:
   x = raw technical score of proposal being scored,
   y = raw technical score of highest technical scoring proposal, and
   z = total technical points available (80).

3. **Cost Proposal Score (20 points)**
   A separate financial evaluation team will evaluate and score each Cost Proposal, as submitted by the bidder in Attachment A. The Training Partnership will assign each proposal a Total Cost Score based on the scoring system below. The bidder's cost score will be determined based on the following formula:

   (a/b)*c where:
   a = total cost of lowest cost proposal for the contract period,
   b = total cost of proposal being scored for the contract period, and
   c = total cost points available (20)

4. **Total Combined Score (20 points)**
   To arrive at the Total Combined Score, the Training Partnership will combine the bidder's Technical and Cost Scores. The maximum score any bidder can receive is 100 points. The Training Partnership reserves the right, but is not required, to request qualifying bidders to make an oral presentation to

clarify the proposal and respond to questions posed by the Training Partnership.

5. **Final Selection and Contract Award**
   At the conclusion of the evaluation of the technical and cost proposals, the Training Partnership will identify the bidder(s) that best meet the Training Partnership's needs as reflected in the scoring/evaluation.

6. **Notification of Award**
   After evaluation and selection of the vendor, all bidders will be notified in writing of the selection or non-selection of their proposals. The name of the successful bidder(s) may be disclosed.

VI. ADMINISTRATIVE ISSUES

A. Issuing Organization
This Request for Proposal (RFP) is a solicitation issued by the SEIU Healthcare NW Training Partnership. The Training Partnership is responsible for the requirements specified herein and for the evaluation of all proposals.

B. Inquiries
Any questions concerning this solicitation must be directed to:

Christine Jimenez
Director of Operations
SEIU Healthcare NW Training Partnership

Christine.Jimenez@myseiubenefits.org

Each question raised should cite the RFP section, paragraph and page number to which it refers. Written questions and requests to receive responses will be accepted until April 1, 2011.

Prospective bidders should note that all clarifications and exceptions, including those relating to the terms and conditions of the contract, must be raised prior to the submission of a proposal.

Questions and answers, as well as any RFP updates and/or modifications, will be posted on the Training Partnership's website at www.myseiubenefits.org.

C. Submission of Proposals
Interested bidders should submit one (1) original and one copy on CD ROM in Microsoft Word format. The copies must be received by the Training Partnership of Health no later than 5:00 PM on May 15, 2011. The Technical and Cost Proposals should be packaged in separate sealed envelopes and then mailed as one. Electronic, faxed and hand-written copies will not be accepted. Refer to Section V, A. General Submission Requirements, for complete instructions on submission requirements. Responses to this solicitation should be clearly marked "Training Partnership Request for Proposal Submission" and directed to:

Christine Jimenez
SEIU Healthcare NW Training Partnership
635 Andover Park West, Suite 200
Tukwila, WA 98188

It is the bidder's responsibility to see that bids are delivered prior to the date and time of the bid due date. Late bids due to delay by the carrier or not received by the Training Partnership will not be considered.

a) The Bid Form (Attachment A) must be filled out in its entirety.
b) The responsible corporate officer for contract negotiation must be listed. This document must be signed by the responsible corporate officer.
c) All evidence and documentation requested under Section V. Proposal Requirements must be provided at the time the proposal is submitted.

D. The Training Partnership Reserves the Right to**:**

a) Waive or modify minor irregularities in proposals received after prior notification to the bidder.
b) Adjust or correct cost or cost figures with the concurrence of bidder if errors exist and can be documented to the satisfaction of the Training Partnership.
c) Negotiate with awarded vendors responding to this RFP within the requirements to serve the best interests of the Training Partnership
d) Eliminate mandatory requirements unmet by all bidders.
e) If the Training Partnership is unsuccessful in negotiating a contract with the selected vendor within an acceptable time frame, the Training Partnership may begin contract negotiations with the next qualified vendor(s) in order to serve and realize the best interests of the Training Partnership

E. Payment

If awarded a contract, the contractor shall submit invoices to the Training Partnership's designated payment office:

Director of Finance and Administration
635 Andover Park West, Suite 200
Tukwila, WA 98188

Invoices are to be submitted on a monthly basis during operation of the call center. A detailed listing of all charges must be included.

F. Term of Contract

This agreement shall be effective upon approval of the Training Partnership Board of Directors.

The contract(s) will be for a maximum contract period of three years for the period July 1, 2011 to June 30, 2014, subject to the sole option of the Training Partnership and satisfactory performance and availability of funds.

This agreement may be canceled at any time by the Training Partnership, giving to the contractor no less than thirty (30) days written notice that, on or after a date therein specified, this agreement shall be deemed terminated and canceled.

G. Debriefing

Once an award has been made, bidders may request a debriefing of their proposal. Please note the debriefing will be limited only to the strengths and weaknesses of the bidder’s proposal, and will not include any discussion of other proposals. Requests must be received no later than three months from date of award announcement.

VII. Appendix

BUSINESS ASSOCIATE CONTRACT ADDENDUM

WHEREAS, the SEIU Healthcare Northwest Health Benefits Trust Benefits Program ("the Plan"), which is sponsored by the Board of Trustees for the SEIU Healthcare Northwest Health Benefits Trust ("Plan Sponsor"), has entered into an agreement ("Agreement") with ____ ____ ("Business Associate") for services to the Plan;

WHEREAS, during the term of the Agreement, Protected Health Information ("PHI") and Electronic Protected Health Information ("Electronic PHI") may be used, disclosed, created, received, maintained or transmitted; and

WHEREAS, the Plan and Business Associate wish to execute a Business Associate Contract Addendum ("Addendum") to the Agreement to provide the conditions under which PHI may be used and disclosed during the term of the Agreement in accordance with the HIPAA Privacy Rules (to the extent applicable); and to provide the following procedures and obligations for the creation, receipt, maintenance or transmittal of Electronic PHI during the term of the Agreement in accordance with the HIPAA Security Rules (to the extent applicable);

NOW, THEREFORE, the parties agree to the terms and conditions of this Addendum as follows:

I. Definitions.

Certain terms used in this Addendum and their definitions are listed below. All terms that are used but not otherwise defined in this Addendum shall have the meaning, if any, given under the HIPAA Privacy or Security Rules.

(a) *Accountable Disclosures*. "Accountable Disclosures" shall mean all disclosures of PHI with respect to which an individual has a right to receive an accounting pursuant to 45 C.F.R. § 164.528(a).
(b) *Accounting Information.* "Accounting Information" shall mean, with respect to a particular accounting of disclosures pursuant to 45 C.F.R. § 164.528, the information required under 45 C.F.R. § 164.528(b) to be included in that accounting.
(c) *Covered Entity.* "Covered Entity" shall have the same meaning as the term "covered entity" in 45 C.F.R. § 160.103.
(d) *Electronic Health Record*. "Electronic Health Record" shall have the same meaning as the term "electronic health record" in the HITECH Act § 13400(5), limited to the information created, received, requested, used or disclosed by Business Associate from or on behalf of the Plan.
(e) *Electronic Protected Health Information.* "Electronic Protected Health Information" or "Electronic PHI" shall have the same meaning as the term "electronic protected health

information" in 45 C.F.R. § 160.103, limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of the Plan.

(f) *Electronic Transactions Rule*. "Electronic Transactions Rule" shall mean the final regulations issued by HHS concerning standard transactions and code sets under 45 C.F.R. Parts 160 and 162.

(g) *Health Care Operations.* "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 C.F.R. § 164.501.

(h) *HIPAA.* "HIPAA" shall mean the administrative simplification provisions of the Health Insurance Portability and Accountability Act of 1996, as amended.

(i) *HIPAA Privacy Rules*. "HIPAA Privacy Rules" shall mean the rules relating to privacy of individually identifiable health information as set forth in HIPAA, the HITECH Act, and the implementing regulations and official guidance issued thereunder.

(j) *HIPAA Security Rules*. "HIPAA Security Rules" shall mean the rules relating to security of Electronic PHI as set forth in HIPAA, the HITECH Act, and the implementing regulations and official guidance issued thereunder.

(k) *HITECH Act.* The "HITECH Act" shall mean the Health Information Technology for Economic and Clinical Health Act, passed as part of the American Recovery and Reinvestment Act of 2009.

(l) *HHS*. "HHS" shall mean the Department of Health and Human Services.

(m) *Payment*. "Payment" shall have the same meaning as the term "payment" in 45 C.F.R. § 164.501.

(n) *Protected Health Information*. "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to the information created, received, requested, used or disclosed by Business Associate from or on behalf of the Plan.

(o) *Required By Law*. "Required by Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.

(p) *Security Incident*. "Security Incident" shall have the same meaning as the term "security incident" in 45 C.F.R. § 164.304.

(q) *Transaction*. "Transaction" shall have the same meaning as the term "transaction" in 45 C.F.R. § 160.103.

(r) *Treatment.* "Treatment" shall have the same meaning as the term "treatment" in 45 C.F.R. § 164.501.

II. Safeguarding Privacy and Security of PHI.

(a) **Permitted Uses and Disclosures.**

(i) **Functions and Activities on the Plan's Behalf.** Business Associate may use and disclose PHI to provide services and otherwise fulfill its obligations to the Plan as set forth in the Agreement, provided that Business Associate does not use or disclose PHI in a manner that violates the HIPAA Privacy or Security Rules (or that would violate the HIPAA Privacy or Security Rules if done by the Plan).

(ii) **Business Associate's Operations.** Business Associate may use and disclose PHI for Business Associate's proper management and administration or to carry out Business Associate's legal responsibilities, provided that, with respect to disclosure of PHI, either:

(A) The disclosure is Required by Law; or

(B) Business Associate obtains reasonable assurance from any person or entity to which Business Associate will disclose PHI that the person or entity will:

(1) Hold PHI in confidence and use or further disclose PHI only for the purpose for which Business Associate disclosed PHI to the person or entity or as Required by Law; and

(2) Promptly notify Business Associate of any instance of which the person or entity becomes aware in which the confidentiality of the PHI has been compromised (including, but not limited to, a breach of unsecured protected health information, as defined in 45 C.F.R. § 164.402).

(iii) **Minimum Necessary.** Business Associate will, in its performance of the functions, activities, services, and operations specified above, make reasonable efforts to use, to disclose, and to request only the minimum amount of PHI reasonably necessary to accomplish the intended purpose of the use, disclosure or request, except that Business Associate will not be obligated to comply with this minimum-necessary limitation if neither Business Associate nor the Plan is required by the HIPAA Privacy Rules to limit its use, disclosure or request to the minimum necessary. Business Associate and the Plan acknowledge that the phrase "minimum necessary" shall be interpreted in accordance with the HIPAA Privacy Rules (in particular, Section 13405(b) of the HITECH Act and any regulations issued thereunder).

(iv) **Subcontractors and Agents.** Business Associate will require any of its subcontractors and agents, to whom Business Associate is permitted by this Addendum or in writing by the Plan to disclose PHI, to provide reasonable assurance that such subcontractor or agent will comply with the same privacy and security restrictions and conditions with respect to PHI that are applicable to Business Associate under this Addendum.

(b) **Prohibition on Unauthorized Use or Disclosure.**

(i) **Generally.** Business Associate will not use or disclose PHI except as permitted or required by this Addendum, in writing by the Plan (provided such use or disclosure is otherwise permitted under applicable law), or as Required by Law.

(ii) **Limitations on Marketing and Fundraising.** Business Associate shall comply with the restrictions on marketing and fundraising set forth in the HIPAA Privacy Rules (in particular, in Section 13406 of the HITECH Act).

(iii) **Limitation on the Sale of Records.** To the extent required by the HIPAA Privacy Rules, Business Associate shall not directly or indirectly receive remuneration in exchange for any PHI of an individual unless the Plan or Business Associate first obtain from the individual, in accordance with 45 C.F.R. § 164.508, a valid authorization that includes a specification of whether the PHI can be further exchanged for remuneration by the entity receiving the PHI of that individual. This paragraph shall take effect as of the date Section 13405(d) of the HITECH Act and implementing regulations become effective with respect to the Plan.

(iv) **Reporting Unauthorized Uses or Disclosures.** Business Associate shall report to the Plan within a reasonable time any use or disclosure of PHI not permitted by this Addendum of which it becomes aware and any Security Incident of which it becomes aware. In addition, Business Associate shall comply with the breach notification requirements set forth 45 C.F.R. Part 164, Subpart D that are applicable to Business Associate.

(c) **Information Safeguards.**

(i) **Privacy of PHI.** Business Associate will develop, implement, maintain, and use appropriate administrative, technical, and physical safeguards to protect the privacy of PHI. The safeguards must reasonably protect PHI from any intentional or unintentional use or disclosure in violation of this Addendum, and limit incidental uses or disclosures made pursuant to a use or disclosure otherwise permitted by this Addendum.

(ii) **Security of PHI.** Business Associate will develop, implement, maintain, and use administrative, technical, and physical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic PHI that Business Associate creates, receives, maintains, or transmits, as required by the HIPAA Security Rules and this Addendum.

(d) **Policies and Procedures; Training.** Business Associate shall develop reasonable and appropriate written policies and procedures to document its implementation of the information safeguards described in Section II.(c), above, and other measures taken to comply with this Addendum. In addition, the policies and procedures shall comply with all applicable requirements of the HIPAA Privacy and Security Rules. Business Associate will train its employees who handle PHI on the policies and procedures to the extent necessary and appropriate for the employees to carry out their functions on behalf of the Plan.

Business Associate shall provide the Plan with a copy of such policies and procedures upon request.

(e) **Inspection of Internal Practices, Books, and Records.** Business Associate will make its internal practices, books, and records relating to its use and disclosure of PHI available to the Plan and to HHS to determine compliance with the HIPAA Privacy Rules.

(f) **Direct Application of HIPAA Privacy and Security Rules to Business Associate.** Business Associate acknowledges that Section 13404 of the HITECH Act prohibits it from using or disclosing PHI unless such use and disclosure complies with each applicable requirement of 45 C.F.R. § 164.504(e), and provides that the additional requirements of the HITECH Act relating to privacy that apply to Covered Entities also apply to Business Associate. Business Associate further acknowledges that Section 13401 of the HITECH Act provides that 45 C.F.R. §§ 164.308, 164.310, 164.312, and 164.316, and the additional requirements of the HITECH Act that relate to security, apply to Business Associate in the same manner such sections apply to Covered Entities. To the extent not addressed elsewhere in this Addendum, such additional requirements of the HITECH Act relating to privacy and security that are applicable to Business Associate are incorporated herein by reference.

(g) **Penalties for Noncompliance.** Business Associate acknowledges that it is subject to civil and criminal penalties and enforcement for failure to comply with applicable provisions of the HIPAA Privacy and Security Rules.

III. Compliance with Electronic Transactions Rule.

If Business Associate conducts in whole or in part electronic Transactions on behalf of the Plan for which HHS has established standards, Business Associate will comply, and will require any subcontractor or agent it involves with the conduct of such Transactions to comply, with each requirement of the Electronic Transaction Rule applicable to such Transaction. Business Associate shall also comply with any applicable National Provider Identifier requirements.

IV. Individual Rights.

(a) **Access.** Business Associate shall take all reasonable action to make PHI available so that the Plan and Business Associate may each meet their respective access obligations under 45 C.F.R. § 164.524 and Section 13405(e) of the HITECH Act.

(i) **Electronic Health Records.** Unless otherwise provided by the HIPAA Privacy Rules, if Business Associate uses or maintains an Electronic Health Record with respect to an individual's PHI, the individual shall have a right to obtain from Business Associate a copy of such information in an electronic format and, if the individual so chooses, Business Associate shall transmit such copy directly to an entity or person designated by the individual, provided that any such choice is clear, conspicuous, and specific.

(b) **Amendment.** Business Associate shall take all reasonable action to make PHI available for amendment and incorporate any amendments of PHI so that the Plan may meet its amendment obligations under 45 C.F.R. § 164.526.

(c) **Accounting.**

(i) **Generally.** Business Associate shall take all reasonable action to make PHI available so that the Plan may meet its accounting obligations under 45 C.F.R. § 164.528. Such action shall include, but not be limited to, the following:

(A) **Accounting Information.** With respect to each Accountable Disclosure that Business Associate makes to the Plan or to a third party, Business Associate must (1) record Accounting Information relating to such disclosure; (2) make such Accounting Information available to the Plan within a reasonable period of time following the Plan's request for the information; and (3) maintain the Accounting Information for at least 6 years following the date of the Accountable Disclosure to which the information relates.

(ii) **Electronic Health Records.** If the accounting rules pertaining to Electronic Health Records in HITECH Act § 13405(c) (and any regulations issued thereunder) become effective with respect to the Plan, (1) Business Associate shall comply with such rules to the extent applicable to Business Associate, and (2) Business Associate shall take all reasonable action to make PHI available so that the Plan may satisfy its obligations under such rules.

(d) **Restriction Agreements and Confidential Communications.**

(i) **Generally.** Business Associate shall take all reasonable action to assist the Plan in meeting its obligations under 45 C.F.R. § 164.522. Such action shall include, but not be limited to, complying with any agreement that the Plan makes that either (a) restricts use or disclosure of PHI pursuant to 45 C.F.R. § 164.522(a), or (b) requires confidential communication about PHI pursuant to 45 C.F.R. § 164.522(b), provided that the Plan provides written notice of the agreement to Business Associate (and has not subsequently provided written notice to Business Associate of the agreement's termination).

(ii) **Restrictions in Cases of Self-Payment.** Business Associate will comply with an individual's request to restrict disclosure of PHI relating to the individual if: (a) except as otherwise Required By Law, the disclosure is to a health plan for purposes of carrying out Payment or Health Care Operations (and is not for purposes of carrying out Treatment); and (b) the PHI pertains solely to a health care item or service for which the health care provider involved has been paid out-of-pocket in full. If such request is made directly to Business Associate (instead of to the Plan), Business Associate will inform the Plan of the request (and of any subsequent modifications to the request) within a reasonable period of time.

V. <u>Term and Termination.</u>

(a) **Term.** This Addendum shall be effective February 17, 2010 (or, if later, the effective date of the Agreement), and shall supersede any other business associate contract then in effect between the Plan and Business Associate with respect to the Agreement. Except as otherwise provided herein, this Addendum shall terminate when the Agreement terminates.

(b) **Right to Terminate for Cause.** The Plan may terminate this Addendum if (1) it determines, in its sole discretion, that Business Associate has breached any provision of this Addendum, and (2) upon written notice to Business Associate of the breach and providing Business Associate a reasonable opportunity to cure the breach, Business Associate fails to cure the breach. Any such termination will be effective immediately or at such other date specified in the Plan’s notice of termination. If neither terminating the Addendum nor curing the breach is feasible, the Plan shall report the breach to HHS.

(c) **Return or Destruction of PHI if Feasible.** Within a reasonable time following termination of this Addendum for any reason:

(i) Business Associate will, if feasible, return to the Plan or destroy all PHI (including any PHI in the possession of Business Associate’s subcontractors or agents) in whatever form or medium, including all copies thereof and all data, compilations, and other works derived therefrom that allow identification of any individual who is a subject of PHI. Further, Business Associate shall require any such subcontractor or agent to certify to Business Associate that it returned to Business Associate or destroyed all such information which could be returned or destroyed.

(ii) Business Associate will identify any PHI (including any PHI in the possession of Business Associate’s subcontractors or agents) that cannot feasibly be returned to the Plan or destroyed and explain why return or destruction is infeasible. Business Associate shall extend the protections of this Addendum to such PHI, and shall limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains the information.

VI. General Provisions.

(a) **Amendment to Addendum.** The parties agree to take such action as is necessary to amend this Addendum so that each party is able to comply with the HIPAA Privacy and Security Rules. In the event the Addendum is not amended by the applicable effective date of any change to the law affecting this Addendum or the parties' obligations hereunder, this Addendum will automatically amend to the extent necessary for this Addendum and the parties' obligations hereunder to remain legally compliant.

(b) **No Third-Party Beneficiaries.** Nothing in this Addendum shall be construed as creating any rights or benefits to any third parties.

(c) **Interpretation.** Any ambiguity in this Addendum, or conflict or inconsistency between this Addendum and the HIPAA Privacy and Security Rules, shall be resolved to permit the Plan and Business Associate to comply with the HIPAA Privacy and Security Rules. In the event of any inconsistency or conflict between this Addendum and any other agreement between the parties, the terms, provisions and conditions of this Addendum shall govern and control. The section headings in this Addendum are for convenience only and have no interpretive value.

(d) **Indemnification.** Business Associate shall indemnify and hold harmless the Plan and any of the Plan's affiliates, directors, officers, employees and agents from and against any claim, cause of action, liability, damage, cost or expense (including reasonable attorney fees) to the extent proximately arising out of or relating to any non-permitted use or disclosure of PHI in violation of its obligations hereunder or other breach of this Addendum by Business Associate or any affiliate, director, officer, employee, agent or subcontractor of Business Associate. This indemnification shall survive the termination of this Addendum.

(e) **Counterparts.** This Addendum may be executed in counterparts, each of which (including signature pages) will be deemed an original, but all of which together will constitute one and the same instrument.

VIII. ATTACHMENT

Attachment A: Cost Worksheet
Include all calculations used to arrive at each fee indicated.

I. Start-up fee:

List in detail the start-up fees the contractor will incur due exclusively to fulfill the terms of the contract.

II. Daily Management Fee:

List in detail the costs the contractor will incur as part of the daily management of staff dedicated to Training Partnership activities. The daily management fee may include any costs associated with ongoing training or development of staff.

III. Flat per-minute fee to speak with a live operator:

Provide detailed calculations the contractor used to arrive at this rate. You may provide a short narrative if needed.

IV. Flat per-minute fee for third-party translation services. Spanish, Korean, Russian and any languages served directly by call center staff should not be included in these fees:

Provide detailed calculations the contractor used to arrive at this rate and/or documentation from the third-party translation service supporting this rate. You may provide a short narrative if needed.

V. An hourly fee for services not described in this RFP. This may include translation of documents and answering emails pertaining to Training Partnership services.

Provide detailed calculations the contractor used to arrive at this rate. You may provide a short narrative if needed.