STATE OF CONNECTICUT
OFFICE OF THE HEALTH STRATEGY
STATE INNOVATION MODEL

REQUEST FOR PROPOSALS (RFP)
Primary Care Modernization
CONSULTING SERVICES

The Office of Health Strategy (OHS) seeks a contractor to provide consulting services to support the State Innovation Model (SIM) Primary Care Modernization initiative. This initiative is being undertaken pursuant to the report of the SIM Practice Transformation Task Force (Task Force), which recommended that payers increase their investment in primary care to enable practices to expand and diversify their care teams and replace a portion of primary care fee-for-service reimbursement with bundled payments to enable more flexible, non-visit-based methods for patient care, support and engagement.

The State seeks bidders with knowledge and expertise in advanced primary care service delivery and associated payment reforms. Experience with federal and state demonstrations designed to advance multi-payer care delivery and payment reforms is preferred.

This is a competitive solicitation. Interested parties are required to submit a proposal per the terms, conditions, requirements and specifications of this Request for Proposals (RFP). Services include, but are not limited to design and planning, subject matter expertise, stakeholder engagement, meeting facilitation and program content development.

The State anticipates allocating approximately $1.2 million in support of this initiative. We further anticipate that the award resulting from this solicitation for the initial phase of work will be up to $800,000, with options to extend the scope and add funds contingent on the performance of the contractor and the availability of funds.

Responses to this Request for Proposals must be submitted electronically on or before April 24, 2018 at 3pm to jenna.lupi@ct.gov

The State may modify the RFP prior to the deadline for submittals by issuance of an electronic addendum on the following website: http://das.ct.gov/cr1.aspx?page=12

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1 Introduction

The Connecticut Office of Health Strategy’s State Innovation Model (SIM) initiative develops and implements state-led, multi-payer healthcare payment and service delivery reforms that promote healthier people, better care and smarter spending. SIM makes investments in programs designed to improve how care is delivered, including medical home capabilities and the integration of new care team members, such as community health workers and pharmacists, comprehensive assessments of patients with complex health needs including personal goals and social determinant risks, linkage to community resources, integration of behavioral health and strategies to improve health equity.

To date, healthcare organizations have undertaken limited care delivery reforms because they are being asked to provide care differently, with added staff and resources, while still being paid fee-for-service (FFS). Moreover, it has become apparent that there may be limitations in today’s shared savings program models that prevent providers from undertaking transformative change, especially in primary care. To change this, we must evolve our payment models in ways that allow providers to develop care delivery capabilities that benefit patients. The SIM Practice Transformation Task Force (Task Force) examined Connecticut’s shared savings reforms and make recommendations to focus on transforming primary care.

Recommendations for Primary Care Modernization

The Task Force concluded that primary care payment reform is needed to enable primary care transformation, including non-billable innovations in consumer engagement and team-based care. They urged the state to engage Medicare and convene the State’s public and private payers to examine how primary care payment reform can become an essential component of Connecticut’s care delivery and payment reform strategy. If well-designed, primary care payment reform can address a number of the challenges facing practices today. To this end, the Task Force had the following recommendations:

Recommendation 1: Connecticut’s payers should implement primary care payment reform to enable primary care providers to expand and diversify their care teams and provide more flexible, non-visit-based methods for patient care, support and engagement.

Recommendation 2: Payers and providers are encouraged to use prospective bundled payments that reduce or eliminate reliance on visit-based care. Payers should offer entry-level options that limit the risk associated with bundling and an incremental strategy that enables practices to build their capabilities over time.

Recommendation 3: Primary care payment models should use prospective primary care bundles or care management fees to increase by at least double the funding dedicated to primary care as a percentage of the total cost of care.

Recommendation 4: Primary care payment models should be coupled with an alternative payment model, such as a SSP, that rewards practices for controlling the total cost of care.

Recommendation 5: Primary care payment models should include the cost of new services in prospective primary care bundled payments or care management fees, which should be exempt from cost-sharing.

Recommendation 6: Primary care payment models should use risk adjustment to adjust payments to account for underlying clinical and social-determinant differences in the patient populations served by different primary care practices.
**Recommendation 7:** Fee-for-service (FFS) payment may play a limited role as part of a blended primary care payment model to incentivize certain services and protect against under-service.

**Recommendation 8:** Primary care payment models should include a bundled payment option in which primary care practices receive resources to manage mental health and substance use conditions and assume accountability for associated outcomes.

**Recommendation 9:** Primary care payment models should maximize the flexibility that primary care teams have to expend resources on health promotion and coordination with community services, including the use of community health workers.

**Recommendation 10:** Payers that utilize primary care payment models should ensure that quality of care is measured and rewarded and that practices demonstrate that they are investing in and have implemented transformational change.

**Recommendation 11:** Primary care payment models should be multi-payer, cover the majority of a practice’s patient population, and provide practices with external coaching support and technical assistance.

The Office of Health Strategy is seeking proposals from qualified consultants to provide design and planning, subject matter expertise, stakeholder engagement, meeting facilitation and program content development. The purpose of the consultation is to design a program for Primary Care Modernization that implements the above recommendations of the SIM Practice Transformation Task Force. Please review the full report for additional information and expanded recommendations.

**Multi-payer Demonstration**

The State intends to implement the Primary Care Modernization initiative as part of a multi-payer demonstration. In October 2017, the Center for Medicare and Medicaid Innovation (CMMI) invited State Innovation Model (SIM) states to propose state specific multi-payer demonstrations as a means to sustain and build upon the payment reforms that they have undertaken through SIM. A multi-payer demonstration enables Medicare participation in State-directed reforms. It also provides the opportunity to tap Medicare resources to help finance reforms. SIM states have a time-limited opportunity to use their SIM grants to fund the considerable cost of planning for a demonstration. In order to be considered for a demonstration, CMS requires the participation of Medicaid and the state’s largest private payers, and the support of stakeholders.

The Office of Health Strategy has begun planning for the multi-payer demonstration that would provide a framework for further advancing community health, health equity, healthcare outcomes and affordability. The demonstration would have two components, one of which would focus on modernizing primary care and the other, the Health Enhancement Community Initiative, on rewarding provider and community partners for enhancing community health.
2 Scope of Work

The first stage of the primary care modernization project began with the work of the Practice Transformation Task Force in 2017, culminating in the report and recommendations regarding primary care payment reform. The scope of work contained in this solicitation represents the second stage of planning in which specific practice capabilities are identified and defined, specific enabling payment methods are detailed for Medicare, and payment model parameters are recommended for other payers. The third stage of this effort, which may be undertaken as an extension of the contract resulting from this solicitation, is the further elucidation of model details and requirements, which will inform the negotiation of terms and conditions of participation with Medicare and other payers.

Note: A number of the program design components contemplated in this RFP are similar to those that comprise the CPC+ initiative (see for example General Information and Information for Practices), which was launched by the Center for Medicare and Medicaid Innovation in 2017.

The successful bidder shall be responsible for the following:

2.1.1 Develop Primary Care Modernization Requirements

1. Undertake a systematic review of potential service delivery capabilities that might be included as core or elective capabilities including, but not necessarily limited to, the following:

   a. Care team composition Identify credentials/roles/functions of staff that comprise an expanded primary care team including roles for community health workers
   b. Alternative modes of patient support and engagement Home, group or shared visits/e-visits/phone/e-mail/text
   c. E-consult Identify options for the integration of e-consultation with sub-specialists for a range of commonly referral
   d. Patient generated data Examine options for the use of that data is generated by patients and their caretakers for care planning and implementation
   e. Remote patient monitoring Examine options for the targeted deployment of remote patient monitoring solutions
   f. Behavioral health integration Identify minimum requirements for effective behavioral health integration
   g. PCP/Practice specialization Identify areas in which practices may specialize in providing more cost-effective care for select patient populations such as pain management, geriatrics, allergies, HIV, med assist treatment (MAT), etc.
   h. Precision/Genomic medicine Identify opportunities to integrate precision or genomic medicine
i. Pain management/opiate prescribing: Identify important capabilities regarding appropriate management of chronic pain.

j. Opportunities for sub-specialists as PCPs: Consider whether and how sub-specialists might participate in proposed primary care reforms.

k. CPC+ curriculum: Consider full range of capabilities that are the focus of the CMMI CPC+ initiative and other evidence-informed primary care innovations.

2. Produce recommended capabilities, both core and elective, based on the above systematic review and stakeholder engagement as specified in 2.1.2 below.

   a. Each capability shall be summarized in a two-page document including a description of the capability, one or two clinical scenarios, an info-graphic that facilitates ease of comprehension of the proposed capability, and a list of requirements associated with the capability.

   b. Each capability shall have a version geared to pediatric practice and a version geared to adult practice for those capabilities that are recommended for both settings. Some capabilities may only be relevant for pediatric practices and others may be relevant only for adult practices.

   c. Each capability shall include a brief statement about the health information technology solutions that would be required to support the capability.

3. Produce a recommended plan for staging provider participation in the demonstration and the phasing in of priority capabilities over a 5-year period.

4. Propose a specific primary care payment model for Medicare fee-for-service primary care practices that are participating in the Medicare Shared Savings Program (MSSP). The model should begin to detail to the extent feasible the methodological components established in the CPC+ payment method, recognizing the available time and resources in this Stage 2 agreement. The Medicare model must be developed as an efficient complement to the existing Medicare Shared Savings Program (MSSP) design, and in some respects may need to be based on or identical with the MSSP methods. At a minimum, the model should include specification of the following:

   a. Services (at the CPT code level) to include in the comprehensive primary care bundle, which represents visits and potentially other services that have historically been the basis for practice revenue.

   b. Staff, services, or investments that are intended to be covered by a supplemental “care management” bundle and which may cover the cost of additional care team members, new technology investments (e.g., telemedicine), promotion of socio-emotional development (in pediatrics) and other one-time or ongoing costs associated with the recommended capabilities.

   c. Attribution methodology that will serve as the basis for the bundle

      i. Timing of Attribution (options: retrospective or prospective)

      ii. Attribution Frequency (options: monthly, quarterly, annually, other)

      iii. Attribution Approach
d. Method and frequency of risk adjustment to account for underlying clinical and social-determinant differences in the patient populations served by different primary care practices

e. Bundled payment option in which primary care practices receive resources to provide routine outpatient mental health and/or substance use services and assume accountability for associated outcomes.

f. Performance measures (single measure set common to all payers or payer determined measure set aligned on specific parameters)

g. Performance incentives/penalties

h. Minimum alignment requirements for other participating payers based on the proposed Medicare model.

i. Strategy for Federally Qualified Health Centers (FQHCs), which are currently paid via Prospective Payment System (PPS), and not currently participating in MSSP.

j. Strategy for pediatric practices that are participating in accountable care, but not participating in MSSP.

5. Propose HIT requirements that will need to be met by participating practices and requirements that must be addressed by the statewide Health Information Exchange or Core Data Analytic Solution.

6. Propose minimally burdensome methods that are aligned across payers for comparable populations (e.g., Medicaid, Medicare, commercial) to enable practices to demonstrate that they are investing in and have implemented the capabilities that are the focus of the PCM model.

7. Re-use or re-purpose existing CPC+ materials wherever appropriate and agreed to by the State as a starting point for the development of the Connecticut requirements.

8. Maximize the use of other similar work undertaken by other states or the federal government to accelerate the design process. Draw upon best in class efforts from around the nation, introduce existing models and content options for consideration, and adapt such models to suit the Connecticut environment and stakeholder input.

2.1.2 Stakeholder Engagement

1. Conduct the above program design work with the advice and guidance of new and existing advisory groups. The program design shall be in the form of recommendations from these advisory groups.

2. Use the provisional advisory structure as set forth below. The Advisory Panels and the Payment Reform Council would be new advisory groups, established by the State, with the assistance of the Contractor. This advisory structure is subject to change.
3. Assume facilitation of 2 to 3 meetings of each Advisory Panel, 8 meetings of the PTTF, 3-4 meetings of the Pediatric Practice Reform Study Group, 4 meetings of the Payment Reform Council, 2 forums convened by the Consumer Advisory Board, and 3 meetings of the Healthcare Innovation Steering Committee.

4. Ensure multi-stakeholder participation throughout the planning process with sufficient bi-directional communication.

5. Conduct engagements with stakeholders in multiple formats and facets including public forums, webinars, e-communication, etc. to be able to reach and obtain feedback from as many as possible.

6. Develop materials including but not limited to agenda, goals, objectives timelines, presentations, minutes and summary documents.

7. Achieve buy-in from all of the above advisory groups.

2.1.3 Qualifications

The State strongly prefers consultants with a depth of knowledge, expertise and experience in the following:

1. Advanced primary care service delivery and associated payment reforms;
2. Federal and state demonstrations designed to advance multi-payer care delivery and payment reforms;
3. Stakeholder engagement;
4. Committee facilitation, including turning complex ideas into clear and accessible presentation materials; driving towards decision-making; and fostering input;
5. Strategic and creative thinking, model design and development;
6. Effective communication and writing;
7. Evidence of strong project management, executing complex initiatives, and adherence to timelines.
8. Health information technology.
3 Award Information

3.1 Award Amount

The State expects to award one respondent the right to negotiate a contract in response to this RFP. The award amount, if one is specified, and duration are listed on the cover page of this document. The resulting contract will be subject to availability of funds.

3.2 Eligibility Information

The State is receptive to applications from individuals and teams, and from local, regional, or national organizations. To be eligible, the Respondent must be recognized as a single legal entity by the state where it is incorporated and must have a unique Taxpayer Identification Number (TIN) designated to receive payment. Applications will be screened to determine eligibility for further review using criteria detailed in this RFP and in applicable law.

3.3 Period of Performance

The anticipated Period of Performance is listed on the Cover Page. The State will evaluate the contractor’s success in achieving the objectives and milestones contained in the resulting contract. The contractor may have future opportunities for expanded scope and duration of the contract.

3.4 Termination of Award

Continued funding is dependent on satisfactory performance against the scope of work and outputs and a decision that continued funding is in the best interest of the State. Proposals will be funded subject to meeting terms and conditions specified in the resulting Contract. Awards may be terminated if these terms and conditions are not met.

3.5 Issuing Office and Contract Administration

The Office of Health Strategy is issuing this Request for Proposal (RFP) and is the only contact for this competitive bidding process. The address of the issuing office is as follows:

Name: Jenna Lupi
Address: P.O. Box 1543
         Hartford, CT 06144
E-Mail: jenna.lupi@ct.gov
OHS is responsible for administering the Connecticut State Innovation Model (SIM) Test Grant including the conduct of meetings, managing contracted transformation support, overseeing evaluation efforts, and communicating with stakeholders and state government. The SIM Test Grant is the primary source of funds for the agreement that results from this solicitation.

3.6 **Official Contact**

For the purposes of this RFP, the State has designated that all communication must be in writing and submitted to jenna.lupi@ct.gov.

Respondents, Prospective Respondents, and other interested parties are advised that any communication with the following about this RFP is strictly prohibited:

1. Any State employee(s),
2. Personnel of our state agency partners (including Department of Social Services, Department of Public Health and the Office of the State Comptroller) directly engaged in SIM related activities, and
3. Personnel under contract with the State or our state agency partners

Respondents or Prospective Respondents who violate this instruction risk disqualification from further consideration. If you are uncertain as to whether communication is permitted with an individual or entity, please submit your question to the jenna.lupi@ct.gov.
4 APPLICATION DETAILS

4.1 SUBMISSION INSTRUCTIONS

This Request for Proposals serves as the application package and contains all the instructions to enable a potential applicant to apply.

4.1.1 Letter of Intent to Apply

Respondents are strongly encouraged to submit non-binding, optional, Letters of Intent to Apply (LOI). Please refer to Cover Page to find the Letter of Intent due date.

Please submit your Letter of Intent by email to: jenna.lupi@ct.gov

The LOI should provide a brief description of the organization applying. The LOI must clearly identify the sender, including name, mailing address, telephone number, and email address. There are no format requirements for the LOI.

4.1.2 Respondents’ Questions

The State encourages Respondents to submit questions by email to jenna.lupi@ct.gov in order to seek clarification of the RFP requirements. Questions will be reviewed on an ongoing basis and responses will be posted within 5 business days of receipt. The State will respond to all questions in one or more official addenda that will be posted to the Department of Administrative Services (DAS) website (http://www.biznet.ct.gov/SCP_Search/BidResults.aspx).

4.1.3 Submission Requirements

The proposal must be submitted to jenna.lupi@ct.gov no later than the established deadline listed in the Cover Page. All documents should be submitted as PDFs.

4.1.4 Format Requirements

In order to ensure readability by reviewers, fairness in the review process, and consistency among applications, each application must follow the following specifications to be reviewed:

- Use 8.5” x 11” letter-size pages with 1” margins (top, bottom, and sides).
- All pages of the Response must be paginated in a single sequence.
- Font size must be no smaller than 12-point
- Follow the page limits as detailed in the next section.
4.2 Application Content

The application should be written primarily as a narrative with detailed specific actions highlighted to emphasize the proposed activity of the applicant. The applicant should organize their response based on the sections detailed below.

I. Proposal Face Sheet

See Attachment A

II. Transmittal Letter

(No more than 2 pages)

Written statement that addresses:

- That the Respondent accepts without qualification:
  - Assurances and Acceptance (RFP Section 6.2.9);
  - all Mandatory Terms and Conditions;
- Brief statement outlining experience and qualifications to undertake this project;
- A statement that any submitted response and cost shall remain valid for one hundred twenty (120) days after the proposed due date or until the contract is approved, whichever comes first;
- Evidence of Qualified Entity: The Respondent shall provide written assurance to the State from its legal counsel that it is qualified to conduct business in Connecticut and is not prohibited by its articles of incorporation, bylaws, or the law under which it is incorporated from performing the services required under any resultant contract.
- Sanction – Disclosure: The Respondent shall provide a statement that attests that no sanction, penalty or compliance action has been imposed on the Respondent within three years immediately preceding the date of this RFP. If the Respondent proposes the use of a subcontractor, each proposed subcontractor must provide the same statement.
- Small, Minority or Women’s Business Enterprise: Section 32-9e of the Connecticut General Statutes, superseded by Section 4a-60g sets forth the requirements of each executive branch agency relative to the Connecticut Small Business Set-Aside program. Pursuant to that statute, twenty-five (25%) of the average total of all contracts let for each of the three previous fiscal years must be set aside. The Respondent shall provide a statement of intent to make a “good-faith effort” to set aside a portion of this contract for a small, minority or women’s business enterprise as a subcontractor if the Respondent intends to use a subcontractor. Prospective Respondents may obtain a list of firms certified to participate in the Set-Aside program by contacting the Department of Administrative Services at the DAS website.

III. Project Abstract

(1 page, single-spaced)

A succinct description of the proposal, how the funds will be used, and the projected impact.

IV. Project Narrative

(4 pages, single-spaced)

The Project Narrative should address how the Respondent will carry out the required service components. The Respondent should organize the narrative in the following sections:

1. Overall Approach

Describe the Respondent’s approach to the work envisioned in this RFP. What is the Respondent’s overall model for engaging with the state and its stakeholders in a project of this breadth and magnitude?
2. **Proposed Strategy to the Scope of Work**

Describe the Respondent’s strategy for delivering on each of the objectives and associated activities outlined in **Section 2.1 Scope of Work**.

Respondents are encouraged to demonstrate their expertise by providing an approach that draws from best in class efforts from around the nation, introduces existing models and content options for consideration, and adapts such models to suit the Connecticut environment and stakeholder input.

**QUALIFICATIONS AND PROJECT MANAGEMENT**

(4 pages, single-spaced)

(Resumes do not count towards the page limit)

This section should describe the background and experience of the Respondent necessary to carry out this project. The Respondent should organize the narrative in the following sections:

1. **Qualifications and Experience**
   a. Describe the Respondent's background to carry out a project of this nature and scope.
   b. Describe how the Respondent meets the qualifications as detailed in **Section 2**.
   c. Describe contracts held within the past five years with a scope similar to this one. What did you learn from your successes and failures that you would apply here?

2. **References**

Provide information for at least three references for the contractor and three references for each proposed subcontractor. References must include a brief description of work done, the organization's name, specific contact person name, address, phone number, and e-mail.

3. **Project Management**
   a. Provide an organizational structure of the company indicating lines of authority and detail how this proposed project structure fits within the larger structure of the organization.
   b. Explain the staffing and management model of its organization as well as for the specific team who would be working with the State.
   c. Detail the names of key personnel, their proposed role, expertise, functions and time commitments.
   d. How much time will be spent on-site?
   e. Include the name of a Project Manager who will serve as a single point of contact for the implementation of the project and who will be available to provide status updates and attend all project meetings at the request of the State.
   f. Identify and describe the role of any and all subcontractors and subject matter experts. Provide the following for each proposed subcontractor:
      ▪ Legal Name of Agency, Address, FEIN
      ▪ Contact Person, Title, Phone, Fax, E-mail
      ▪ Services To Be Provided Under Subcontract

**Note:** The resultant contractor must receive written approval from the State for staff changes. These changes must adversely affect the ability of the Contractor to meet any requirement or deliverable set forth in this RFP and/or the resultant contract.
4. **Project Plan and Timeline**
Provide a project plan with the key activities that the Respondent will undertake and the timeline for completing proposed deliverables. Provide key activities and outputs, beginning and end dates for each, and the accountable person.

5. **Resumes (limit 2 pages per resume, not counted towards page limit)**
Provide resumes for each proposed personnel and subcontractor. The resume shall include contract-related experience, credentials, education, training, and work experience.

6. **Work Samples (limit 4 pages per sample, not counted towards page limit)**
The Respondent may, but is not required to, provide two work samples related to this project.

V. **BUDGET NARRATIVE**

The Respondent’s submission must include a cost proposal in one of the following formats:

1. **Presentation of Hourly Rates**

If this method is chosen by the bidder, the contract between the resultant contractor and the State shall include payment provisions wherein the contractor shall be compensated at an all-inclusive hourly rate for actual services performed by level of employee. Travel costs may be billed separately.

The Respondent shall identify all proposed personnel or personnel categories with a corresponding all-inclusive hourly rate of compensation and an estimate of hours to be expended by each individual in support of the project and an estimated total for the entire project.

AND

2. **Total Fixed Cost:**

If this method is chosen by the bidder, the contract between the resultant contractor and the State shall include payment provisions wherein the contractor will be compensated a fixed all-inclusive cost per deliverable for the contract period for the services of the consultation team, wherein each member of the team will be dedicated in full or in part, to support the scope described in section II.

The Respondent shall specify the proposed fix cost per deliverable and total for the entire project. The Respondent shall also identify all proposed personnel or personnel categories and the projected % effort associated with each team member. Finally, the Respondent shall provide a projected range of hours and average rates per deliverable to enable the State and the federal government to assess the reasonableness of the cost per deliverable.

3. **Withhold**

The State shall withhold a percentage of the total contract value to be paid to the Contractor that shall only be paid to the Contractor upon the Contractor’s completion and submission of all deliverables to the State and the State’s acceptance of the same. The amount of the withheld shall be 10% of the total contract value. The contingencies for payment of the withheld shall be agreed to during contract negotiations.
The Respondent shall acknowledge and agree to a withhold of 10% of the total contract value and to negotiate, in good faith, the terms of the contract including but not limited to the contingencies for release of the withhold.

VI.  **STANDARD FORMS**

The Respondent shall submit the following standard forms:

- **Procurement Agreement Signatory Acceptance**: Proposal must include a Statement of Acceptance, without qualification of all terms and conditions within this RFP and the [Mandatory Terms and Conditions](#) for a PSA contract (with proposal, see Attachment B)
- **Consulting Agreement Affidavit** (with proposal, OPM Ethics Form 5, see section 6.3.11)
- **Affirmation of Receipt of State Ethics Laws Summary** (with proposal, OPM Ethics Form 6)
- **Iran Certification** (with proposal, OPM Ethics Form 7)
- **Gift and Campaign Contributions** (prior to contract, OPM Ethics Form 1, see section 6.3.11)
- **Nondiscrimination Certification Form** (prior to contract, see section 6.3.11)
5 EVALUATION AND SELECTION

5.1 REVIEW AND SELECTION PROCESS

It is the intent of the State to conduct a comprehensive, fair and impartial evaluation of the Responses received to this competitive procurement. Only those submissions that the State deems responsive to the RFP requirements will be evaluated and scored.

A team consisting of qualified experts will review the applications to assess the degree of responsiveness, and clarity in their plan to meet the project goals and milestones. The review process will include the following:

- To be considered for review, applications will first be screened for completeness and adherence to eligibility.
- The review panel will assess each application to determine the merits of the proposal. The State reserves the right to request that Respondents revise or otherwise modify their proposals and budget based on State recommendations.
- The State may elect to conduct interviews with the finalists prior to awarding the right to negotiate a contract. Any expenses incurred by the Respondent to participate in such interview shall be the responsibility of the Respondent.
- The results of the review of the applications will be used to advise the State approving official. Final award decisions will be made by the designated approving official. In making these decisions, the approving official will take into consideration: recommendations of the review panel; the readiness of the applicant to complete the scope of work and objectives; and the reasonableness of the estimated cost to the government and anticipated results.
- The SIM State reserves the right to conduct negotiations with applicants upon receipt of their proposals.

5.2 PROCUREMENT PROCESS

5.2.1 Contract Execution

The contract developed as a result of this RFP is subject to State contracting procedures for executing a contract, which includes approval by the Connecticut Office of the Attorney General. Contracts become executed upon the signature of the Office of the Attorney General and no financial commitments can be made until and unless the contracts have been approved by the Office of the Attorney General. The Office of the Attorney General reviews the contract only after the Program Director and the Contractor have agreed to the provisions.

5.2.2 Acceptance of Content

If acquisition action ensues, the contents of this RFP and the Response of the successful Respondent will form the basis of contractual obligations in the final contract. The resulting contract will be a Personal Service
Agreement (PSA) contract between the successful Respondent and the State. The State is solely responsible for rendering decisions in matters of interpretation on all terms and conditions.

5.2.3 Debriefing

The State will notify all Respondents of any award issued as a result of this RFP. Unsuccessful Respondents may, within thirty (30) days of the signing of the resultant contract(s), request a Debriefing of the procurement process and its submission by contacting the Official Contact in writing at the address previously given. A Debriefing may include a request for a copy of the evaluation tool, and a copy of the Respondent’s scores including any notes pertaining to the Respondent’s submission. Debriefing information that has been properly requested shall be released within five (5) business days of the State’s receipt of the request.

Respondents may request a Debriefing meeting to discuss the procurement process by contacting the Official Contact in writing at the address previously given. Debriefing meetings that have been properly requested shall be scheduled within fifteen (15) days of the State’s receipt of a request.

A Debriefing will not include any comparisons of unsuccessful proposals with other proposals.

5.2.4 Appeal Process

The Respondent may appeal any aspect of the competitive procurement; however, such appeal must be in writing and must set forth facts or evidence in sufficient and convincing detail for the State to determine whether – during any aspect of the competitive procurement – there was a failure to comply with the State’s statutes, regulations, or standards concerning competitive procurement or the provisions of the Procurement Document. Appeals must be submitted by the Respondent to Ted Doolittle (Ted.Doolittle@ct.gov), with a copy to the Contract Administrator.

Respondents may submit an Appeal to the State any time after the submission due date, but not later than thirty (30) days after the State notifies Respondents about the outcome of a competitive procurement. The e-mail sent date or the postmark date on the notification envelope will be considered “day one” of the thirty (30) days.

Following the review process of the documentation submitted, but not later than thirty (30) days after receipt of any such Appeal, a written decision will be issued and delivered to the Respondent who filed the Appeal and any other interested party. The decision will summarize the State’s process for the procurement in question; and indicate the Agency Head’s finding(s) as to the merits of the Respondent’s Appeal.

Any additional information regarding the Debriefing and/or the Appeal processes may be requested from the Official Contact for this RFP.

5.2.5 Contest of Solicitation of Award

Pursuant to Section 4e-36 of the Connecticut General Statutes, “Any Respondent or RESPONDENT on a state contract may contest the solicitation or award of a contract to a subcommittee of the State Contracting Standards Board...” Refer to the State Contracting Standards Board website at www.ct.gov/scsb.
5.2.6 Disposition of Responses- Rights Reserved

Upon determination that its best interests would be served, the State shall have the right to the following:

1. **Cancellation**: Cancel this procurement at any time prior to contract award.

2. **Amend procurement**: Amend this procurement at any time prior to contract award.

3. **Refuse to accept**: Refuse to accept, or return accepted Responses that do not comply with procurement requirements.

4. **Incomplete Business Section**: Reject any Response in which the Business Section is incomplete or in which there are significant inconsistencies or inaccuracies. The State reserves the right to reject all Responses.

5. **Prior contract default**: Reject the submission of any Respondent in default of any prior contract or for misrepresentation of material presented.

6. **Received after due date**: Reject any Response that is received after the deadline.

7. **Written clarification**: Require Respondents, at their own expense, to submit written clarification of their Response in a manner or format that the State may require.

8. **Oral clarification**: Require Respondents, at their own expense, to make oral presentations at a time selected and in a place provided by the State. Invite Respondents, but not necessarily all, to make an oral presentation to assist the State in their determination of award. The State further reserves the right to limit the number of Respondents invited to make such a presentation. The oral presentation shall only be permitted for clarification purposes and not to allow changes to be made to the submission.

9. **No changes**: Allow no additions or changes to the original Response after the due date specified herein, except as may be authorized by the State.

10. **Property of the State**: Own all Responses submitted in response to this procurement upon receipt by the State.

11. **Separate service negotiation**: Negotiate separately any service in any manner necessary to serve the best interest of the State.

12. **All or any portion**: Contract for all or any portion of the scope of work or tasks contained within this RFP.

13. **Most advantageous Response**: Consider cost and all factors in determining the most advantageous Response for the State when awarding the right to negotiate a contract.

14. **Technical defects**: Waive technical defects, irregularities and omissions, if in its judgment the best interests of the State will be served.

15. **Privileged and confidential communication**: Share the contents of any Response with any of its designees for purposes of evaluating the Response to make an award. The contents of all meetings, including the first, second and any subsequent meetings and all communications in the course of negotiating and arriving at the terms of the Contract shall be privileged and confidential.

16. **Best and Final Offers**: Seek Best and Final Offers (BFO) on price from Respondents upon review of the scored criteria. In addition, the State reserves the right to set parameters on any BFOs it receives.

17. **Unacceptable Responses**: Reopen the bidding process if the State determines that all Responses are unacceptable.
5.2.7 Qualification Preparation Expenses

The State assumes no liability for payment of expenses incurred by Respondents in preparing and submitting Responses to this procurement.

5.2.8 Response Date and Time

To be considered for selection a Response must be received by the State by the date and time stated in the Cover Page of this RFP. Respondents should not interpret or otherwise construe receipt of a Response after the closing date and time as acceptance of the Response, since the actual receipt of the document is a clerical function. The State suggests the Respondent e-mail the proposal with receipt confirmation. Respondents must address all RFP communications to the State.

5.2.9 Assurances and Acceptances

1. Independent Price Determination: By submission of a Response and through assurances given in its Transmittal Letter, the Respondent certifies that in connection with this procurement the following requirements have been met.
   a. Costs: The costs proposed have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such process with any other organization or with any competitor;
   b. Disclosure: Unless otherwise required by law, the costs quoted have not been knowingly disclosed by the Respondent on a prior basis directly or indirectly to any other organization or to any competitor;
   c. Competition: No attempt has been made or will be made by the Respondent to induce any other person or firm to submit or not to submit a Response for the purpose of restricting competition;
   d. Prior Knowledge: The Respondent had no prior knowledge of the RFP contents prior to actual receipt of the RFP and had no part in the RFP development; and
   e. Offer of Gratuities: The Respondent certifies that no elected or appointed official or employee of the State of Connecticut has or will benefit financially or materially from this procurement. Any contract arising from this procurement may be terminated by the State if it is determined that gratuities of any kind were either offered to or received by any of the aforementioned officials or employees from the contractor, the contractor’s agent or the contractor’s employee(s).

2. Valid and Binding Offer: Each Response represents a valid and binding offer to the State to provide services in accordance with the terms and provisions described in this RFP and any amendments or attachments hereto.

3. Press Releases: The Respondent agrees to obtain prior written consent and approval from the State for press releases that relate in any manner to this RFP or any resulting contract.

4. Restrictions on Communications with State Staff: The Respondent agrees that from the date of release of this RFP until the State makes an award that it shall not communicate with State staff on matters relating to this RFP except as provided herein through the State. Any other communication concerning this RFP with any of the State’s staff may, at the discretion of the State, result in the disqualification of that Respondent’s Submission.
5. **Acceptance of the State’s Rights Reserved**: The Respondent accepts the rights reserved by the State.

6. **Experience**: The Respondent has sufficient project design and management experience to perform the tasks identified in this RFP. The Respondent also acknowledges and allows the State to examine the Respondent’s claim with regard to experience by allowing the State to review the related contracts or to interview contracting entities for the related contracts.

5.2.10 **Incurring Costs**

The State is not liable for any cost incurred by the Respondent prior to the effective date of a contract.

5.2.11 **Statutory and Regulatory Compliance**

By submitting a proposal in response to this RFP, the proposer implicitly agrees to comply with all applicable State and federal laws and regulations, including, but not limited to, the following:

1. **Freedom of Information, C.G.S. § 1-210(b)**. This Contract is subject to C.G.S. § 1-1210(b). The Freedom of Information Act (FOIA) requires the disclosure of documents in the possession of the State upon request of any citizen, unless the content of the document falls within certain categories of exemption, as defined by C.G.S. § 1-1210(b). The proposer shall indicate if it believes that certain documents or a portion(s) of documents, as required by this RFP is confidential, proprietary or trade secret by clearly marking such in its response to this RFP. The State will make an independent determination as to the validity under FOIA of the proposer’s marking of documents or portions of documents it believes should be exempt from disclosure. While a proposer may claim an exemption to the State’s FOIA, the final administrative authority to release or exempt any or all material so identified rests with the State. The State has no obligation to initiate, prosecute, or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information pursuant to a FOIA request. The proposer has the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall the State or any of its employees have any liability for disclosure of documents or information in the possession of the State and which the State or its employees believe(s) to be required pursuant to the FOIA or other requirements of law.

2. **Contract Compliance, C.G.S. § 4a-60 and Regulations of CT State Agencies § 46a-68j-21 thru 43, inclusive.** CT statute and regulations impose certain obligations on State agencies (as well as contractors and subcontractors doing business with the State) to insure that State agencies do not enter into contracts with organizations or businesses that discriminate against protected class persons.

3. **Consulting Agreements, C.G.S. § 4a-81.** Proposals for State contracts with a value of $50,000 or more in a calendar or fiscal year, excluding leases and licensing agreements of any value, shall include a consulting agreement affidavit attesting to whether any consulting agreement has been entered into in connection with the proposal. As used herein "consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (a) Providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (b) Contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information or (c) Any other similar activity related to such contract. Consulting agreement does not include any agreements entered into with a consultant who is registered under the provisions of C.G.S. Chapter 10 as of the date such affidavit is submitted in accordance with the provisions of C.G.S. § 4a-81. The
Consulting Agreement Affidavit (OPM Ethics Form 5) is available on OPM’s website at http://www.ct.gov/opm/fin/ethics_forms

4. Gift and Campaign Contributions, C.G.S. §§ 4-250 and 4-252(c); Governor M. Jodi Rell’s Executive Orders No. 1, Para. 8 and No. 7C, Para. 10; C.G.S. § 9-612(g)(2). If a proposer is awarded an opportunity to negotiate a contract with an anticipated value of $50,000 or more in a calendar or fiscal year, the proposer must fully disclose any gifts or lawful contributions made to campaigns of candidates for statewide public office or the General Assembly. Municipalities and CT State agencies are exempt from this requirement. The gift and campaign contributions certification (OPM Ethics Form 1) is available on OPM’s website at http://www.ct.gov/opm/fin/ethics_forms

5. Nondiscrimination Certification, C.G.S. §§ 4a-60(a)(1) and 4a-60a(a)(1). If a proposer is awarded an opportunity to negotiate a contract, the proposer must provide the Department with written representation or documentation that certifies the proposer complies with the State's nondiscrimination agreements and warranties. A nondiscrimination certification is required for all State contracts—regardless of type, term, cost, or value. Municipalities and CT State agencies are exempt from this requirement. The nondiscrimination certification forms are available on OPM’s website at http://www.ct.gov/opm/fin/nondiscrim_forms.

5.2.12 Key Personnel

The State reserves the right to approve any additions, deletions, or changes in key personnel, with the exception of key personnel who have terminated employment. The department also reserves the right to approve replacements for key personnel who have terminated employment. The State further reserves the right to require the removal and replacement of any of the proposer’s key personnel who do not perform adequately, regardless of whether they were previously approved by the State.

5.2.13 Other

Bidding on and/or being awarded this contract shall not automatically preclude the Respondent from bidding on any future contracts related to the SIM. Continued funding is contingent upon the ongoing availability of funds, satisfactory program performance, and demonstrated need for these services.
6 DEFINITIONS AND ACRONYMS

DEFINITIONS

Advanced Network: An independent practice association, large medical group, clinically integrated network, or integrated delivery system organization that has entered into a shared savings program (SSP) arrangement with at least one payer.

PCM Consultant: The organization that provides, among other services, subject matter expertise, facilitation, and other services to the State as part of the Primary Care Modernization Initiative.

Contract: The contract awarded to the successful Respondents pursuant to this RFP.

Contractor: See “PCM Initiative Consultant.”

Federally Qualified Health Center: An entity that meets the definition of an FQHC in section 1905(l)(2)(B) of the Social Security Act and meets all requirements of the HRSA Health Center Program, including both organizations receiving grants under Section 330 of the Public Health Service Act and also FQHC Look-Alikes, which are organizations that meet all of the requirements of an FQHC but do not receive funding from the HRSA Health Center Program.

Respondent: An organization that has submitted a proposal to the SIM State in response to this RFP.

Subcontractor: An individual (other than an employee of the Contractor) or business entity hired by a Contractor to provide a specific service as part of a Contract with the SIM State as a result of this RFP.

ACRONYM

CMMI Center for Medicare & Medicaid Innovations

DPH Department of Public Health (CT)

FQHC Federally Qualified Health Center

OHS Office of Health Strategy

OPM Office of Policy and Management

PCM Primary Care Modernization

RFP Request for Proposals

SIM State Innovation Model
# ATTACHMENT A: PROPOSAL FACE SHEET

OFFICE OF HEALTH STRATEGY
REQUEST FOR PROPOSALS (RFP)
PCM CONSULTANT
PROPOSAL FACE SHEET

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<tr>
<td><strong>RESPONDING AGENCY</strong> (Legal name and address of organization as filed with the Secretary of State):</td>
<td></td>
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<tr>
<td>Legal Name: _____________________________________________________________</td>
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<tr>
<td>Street Address: ________________________________________________________________________</td>
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<tr>
<td>Town/City/State/Zip: __________________________________________________________</td>
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<tr>
<td>FEIN: ________________________________________________________________________________</td>
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<tr>
<td><strong>DIRECTOR/CEO</strong></td>
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<tr>
<td>Name: _____________________________________________   Title: ______________________________</td>
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<tr>
<td>Telephone: ____________________________________ FAX: __________</td>
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<td>Email: ________________________________________</td>
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<tr>
<td><strong>CONTACT PERSON</strong></td>
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<tr>
<td>Name: _____________________________________________   Title: ______________________________</td>
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<td>Telephone: ____________________________________ FAX: __________</td>
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ATTACHMENT B: PROCUREMENT AND CONTRACTUAL AGREEMENTS SIGNATORY ACCEPTANCE

Statement of Acceptance

The terms and conditions contained in this Request for Proposals constitute a basis for this procurement. These terms and conditions, as well as others so labeled elsewhere in this document are mandatory for the resultant contract. The Office of the Healthcare Advocate is solely responsible for rendering decisions in matters of interpretation on all terms and conditions.

On behalf of__________________________________________________________
I, _____________________________________________________________ agree to accept the Mandatory Terms and Conditions and all other terms and conditions as set forth in the Primary Care Modernization Consultant Request for Proposals.


Signature: __________________________________________________________

Title

Date