

REQUEST FOR PROPOSALS

by the
State of Connecticut Workers' Compensation Commission
21 Oak Street, Hartford CT 06106

To Update, Develop, Produce, Publish and Distribute Annual Updates to
The "Official Connecticut Fee Schedule for Hospitals and Ambulatory Surgical Centers"
and
The "Official Connecticut Practitioner Fee Schedule"

For Each of FIVE Years (2021, 2022, 2023, 2024 and 2025)

Project Summary

The Connecticut Workers' Compensation Commission seeks competitive sealed proposals from methodology experts who have successfully updated, developed, produced, published, and distributed medical fee schedules for practitioners, hospitals and ambulatory surgical centers for state workers' compensation agencies.

Contract Period: *January 1, 2021 through December 31, 2025*

Bid Closing Date: *August 14, 2020 @ 3:00PM EDT*

Contract to be Awarded No Later Than: *September 12, 2020*

Annual Project Delivery Dates:

1. *"Official Connecticut Fee Schedule for Hospitals and Ambulatory Surgical Centers"*
Effective April 1st of each year:
Final Drafts: no later than February 15th of each year
Deliverables: no later than March 15th of each year

2. *"Official Connecticut Practitioner Fee Schedule"*
Effective July 15th of each year:
Final Drafts: no later than June 1st
Deliverables: no later than July 1st

Vendor Qualification Requirements:

The Vendor MUST:

1. Possess a thorough understanding of American Medical Association (AMA) CPT®, HCPCS, ICD-9-CM and ICD-10-CM codes; IPPS, OPSS, and PPS payment systems;

2. At no cost to the Agency, possess and maintain for the duration of the contract period, the required AMA CPT® license from the American Medical Association, valid for the duration of this contract, including but limited to:
 - a. Vendor shall obtain or hold any and all licenses and authorizations from the AMA for the inclusion of AMA CPT® codes and descriptions, including abbreviated descriptions, in the Fee Schedule and for the right of Vendor to reproduce, publish and distribute; and having AMA CPT® codes and descriptions (including any and all royalty fees and other payments);
 - b. Vendor shall obtain any renewals and extensions of said licenses and/or authorizations from the AMA as may be necessary for the term of this contract; and
 - c. Royalty payments shall be a matter solely between Vendor and the AMA; the State of Connecticut and the Workers' Compensation Commission shall be held harmless for any issues regarding payment or lack thereof.
3. Possess the required permission from the American Society of Anesthesiologists, Inc. to use ASA base value units and concomitant licensing with the American Medical Association for AMA CPT® codes related thereto, valid for the duration of this contract;
4. Possess the required knowledge and experience necessary to develop methodology to produce medical fees and billing guidelines consistent with Connecticut Public Act 07-31 insofar as it amends C.G.S. Sec. 31-280(11)(B);
5. Possess the required knowledge and experience necessary to develop methodology to produce hospital and ambulatory surgical center fees and billing guidelines consistent with Connecticut Public Act 14-167 insofar as it amends C.G.S. Sec. 31-294d(d);
6. Possess understanding and expert knowledge of laws and regulations of the State of Connecticut pertaining to medical, physician/medical provider, hospital, and ambulatory surgical center fee assessments;
7. Possess understanding and expert knowledge of federal laws and regulations pertaining to medical, physician/medical provider, hospital, and ambulatory surgical center fee assessments;
8. Possess expert knowledge and experience in workers' compensation medical, hospital and ambulatory surgical center billing codes and practices;
9. Possess expert knowledge and experience in Medicare billing practices with specific expertise in Medicare fee schedule and coding systems utilizing RBRVS methodology; and IPPS, OPPS, and PPS methodologies;
10. Possess prior experience in developing medical fee schedules in which RBRVS methodologies; and IPPS, OPPS, and PPS methodologies are employed;
11. Possess knowledge and resources to develop relative values and conversion factors for services where there are no established Medicare RBRVS methodologies;
12. Possess prior experience in formulating and producing annual revisions to Fee Schedules for medical practitioners and hospitals and ambulatory surgical centers who treat injured workers and demonstrate such experience as required under "Bidder Submission";
13. Possess expert knowledge and comprehension of Connecticut Workers' Compensation laws and regulations;
14. Possess financial stability; and
15. Employ adequate personnel to develop, publish and distribute the Annual Updates to the "Official Connecticut Fee Schedule for Hospitals and Ambulatory Surgical Centers" and the "Official Connecticut Practitioner Fee Schedule", and demonstrate to Agency's satisfaction existence of same.

Product Definitions and Requirements:

For each year of the five-year contract (2021, 2022, 2023, 2024 and 2025), the Vendor SHALL:

1. Provide the Agency with annual reviews of the current "Official Connecticut Fee Schedule for Hospitals and Ambulatory Surgical Centers" and the "Official Connecticut Practitioner Fee Schedule", as follows: review ground rules and general instructions in Agency's current Fee Schedules and provide recommendations for instructions and rules that may require re-evaluation due to changes in AMA CPT®, HCPCS, and ICD-9-CM and ICD-10-CM codes, Medicare rules, and industry standards, and submit language to be included in the annual Fee Schedules;
2. Develop, produce, publish, market and distribute the Annual Updates to the "Official Connecticut Fee Schedule for Hospitals and Ambulatory Surgical Centers" with AMA CPT®, HCPCS, ICD-9-CM and ICD-10-CM codes, descriptions, rules, and fees maintaining the methodology as statutorily mandated under C.G.S. Sec. 31-294d(d) in accordance with Public Act 14-167 and any future legislative changes that take place during the contract period;
3. Develop, produce, publish, market and distribute the Annual Updates to the "Official Connecticut Practitioner Fee Schedule" with AMA CPT® codes, ICD-9-CM and ICD-10-CM codes, descriptions, rules, and fees maintaining the methodology as statutorily mandated under C.G.S. Sec. 31-280(11)(B) as amended by Public Act 07-31 and any future legislative changes that take place during the contract period;
4. Produce deliverables that are consistent with the state and federal laws;
5. Produce deliverables that include copyright information and appropriate disclaimers;
6. Provide statements as to the methodologies employed to produce the deliverables in the Annual Updates;
7. At any time during the term of the Contract, the Vendor shall correct in a timely manner any significant errors in the deliverables that have become apparent to either the Vendor or the Agency; either party shall give notice to the other of such errors. Vendor shall apprise Agency of steps they will take to correct such errors. Such corrections may be released in the form of errata or updates. Any such corrections as per this section shall be at no cost to the Agency;
8. Market, distribute and sell to interested persons the Fee Schedules in media as approved by the Agency;
9. Agree that all charges for the sale of the Annual Updates to third parties must be at a rate agreeable to the Agency and Vendor;
10. Handle all aspects of sale and distribution of product to buyers, including but not limited to typesetting, marketing, and distribution;
11. Assume all responsibility and liability associated with the development, production and distribution of the final products;
12. Furnish twenty (20) electronic versions of the Annual Updates of the "Official Connecticut Fee Schedule for Hospitals and Ambulatory Surgical Centers" to the Agency at no cost;
13. Furnish twenty (20) hard copies of the Annual Updates of the "Official Connecticut Practitioner Fee Schedule" to the Agency at no cost; and
14. Provide telephone consultation throughout the contract term at no cost to the Agency to interpret and clarify the information published in the Annual Updates to the "Official

Connecticut Fee Schedule for Hospitals and Ambulatory Surgical Centers” and the “Official Connecticut Practitioner Fee Schedule”, as well as answer questions relating to product development and implementation of Fee Schedule and billing guidelines.

Bidder Submission:

In order to be considered for selection, Vendors must submit a complete response to this RFP in the form of one original and two (2) copies, mailed to the Agency as required.

The complete application package shall consist of a Proposal that includes the following information:

1. A cover sheet indicating the name and title of the authorized representative of the bidder and the representative's email address.
2. Identifiable and specific responses to each of the particular criteria set forth in this RFP.
3. A statement certifying that all information included and submitted in the Proposal is accurate to the best of the bidder's knowledge and belief. The statement must be signed by the bidder's chief executive officer or an individual authorized to act in such capacity for the applicant.

The Bidder SHALL:

1. submit one proposal to develop and produce the Agency's "Official Connecticut Fee Schedule for Hospitals and Ambulatory Surgical Centers" and the "Official Connecticut Practitioner Fee Schedule", with detailed responses to the above criteria with the following caveats :
 - a. deliver a draft production of each of the Fee Schedules no later than four (4) weeks from the date of the award;
 - b. allow the Agency ten (10) business days to review and submit changes to the draft production;
 - c. with regard to the "Official Connecticut Fee Schedule for Hospitals and Ambulatory Surgical Centers":
 - i. deliver a final draft no later than February 15 in each year of the contract;
 - ii. produce the deliverable no later than March 15 in each year of the contract;
 - iii. produce the deliverable with an effective date of April 1 in each year of the contract;
 - d. with regard to the "Official Connecticut Practitioner Fee Schedule":
 - i. deliver a final draft no later than June 1 in each year of the contract;
 - ii. produce the deliverable no later than July 1 in each year of the contract;
 - iii. produce the deliverable with an effective date of July 15 in each year of the contract; and
 - e. take full responsibility for the Fee Schedules and the methodologies used therein, assuring the final products are accurate and authoritative sources of information, for health care providers to rely on for medical coding and reimbursement consistent with C.G.S. Sec. 31-280(11)(B) as amended by Public Act 07-31 and any future legislative changes that take place during the contract period; and C.G.S. Sec. 31-294d(d) as amended by Public Act No. 14-167 and any future legislative changes that take place during the contract period; and
2. submit references including examples with names, addresses and contact information of entities for which a project of similar type has been completed.

Agency Contact: Questions regarding this RFP must be submitted to:
Terri Miro via email: terri.miro@ct.gov

Basis of Award/Selection Criteria:

The following factors will be used in our selection and are listed in order of importance:

1. Ability to meet specifications
2. Deliverables
3. Price

Sealed Proposals:

Sealed Proposals meeting the above requirements must be received by mail no later than 3:00 p.m. Eastern Daylight Savings Time, on August 14, 2020. Late submissions will not be accepted. The address for delivery is:

Virginia Alling
Fiscal Administrative Manager
Chairman's Office
Workers' Compensation Commission
21 Oak Street, 4th Floor
Hartford, CT 06106

TERMS/CONDITIONS

EXECUTIVE ORDERS

This contract/purchase order is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971, and, as such, this contract/purchase order may be canceled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Three, or any state or federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this contract/purchase order. The parties to this contract/purchase order, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a party hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract/purchase order performance in regard to nondiscrimination, until the contract/purchase order is completed or terminated prior to completion. The contractor agrees, as part consideration hereof, that this contract/purchase order is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. Three, and that he will not discriminate in his employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner. This contract/purchase order is also subject to provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this contract/purchase order may be canceled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be a party to this contract/purchase order. The parties to this contract/purchase order, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the contracting agency and the State

Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract/purchase order performance in regard to listing all employment openings with the Connecticut State Employment Service. The parties to this contract/purchase order, as part of the consideration hereof, agree that section 16 of Public Act 91-58 non discrimination regarding sexual orientation, and provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 14, 1999 regarding Violence in the Workplace Prevention Policy is incorporated herein by reference and made a part hereof.

I. NON-DISCRIMINATION

- a. For the purposes of this section, "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of Conn. Gen. Stat. subsection 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

For purposes of this Section, "Commission" means the Commission on Human Rights and Opportunities.

For purposes of this Section, "Public works contract/purchase order" means any agreement between any individual, firm or corporation and the state or any political subdivision of the state other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the state, including but not limited to, matching expenditures, grants, loans, insurance or guarantees.

- b. (1) The Contractor agrees and warrants that in the performance of the contract/purchase order such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. The Contractor further agrees to take affirmative action to insure that applicants with job related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action - equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this section and Conn. Gen. Stat. subsections 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Conn. Gen. Stat. subsections 46a-56, 46a-68e and 46a-68f; (b) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of

- this section and section 46a-56. If the Contract/purchase order is a public works contract/purchase order, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.
- c. Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
 - d. The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
 - e. The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Conn. Gen. Stat. subsection 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
 - f. The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this contract/purchase order and as they may be adopted or amended from time to time during the term of this contract/purchase order and any amendments thereto.
 - g. The Contractor agrees to follow the provisions: The contractor agrees and warrants that in the performance of the agreement such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to Section 46a-56 of the general statutes; the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and Section 46a-56 of the general statutes.
 - h. The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Section 46a-56 of the general statutes; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the

interests of the state and the state may so enter.

INSURANCE

The contractor agrees that while performing services specified in this agreement he shall carry sufficient insurance (liability and/or other) as applicable according to the nature of the service to be performed so as to "save harmless" the State of Connecticut from any insurable cause whatsoever. If requested, certificates of such insurance shall be filed with the contracting State agency prior to the performance of services.

STATE LIABILITY

The State of Connecticut shall assume no liability for payment for services under the terms of this agreement until the contractor is notified that this agreement has been accepted by the contracting agency and, if applicable, approved by the Office of Policy and Management (OPM) or the Department of Administrative Services (DAS) and by the Attorney General of the State of Connecticut.

INVOICING

The contractor shall invoice the applicable state agency when goods and services are provided, the invoice must contain the State's Purchase Order Number. Invoicing received without reference to the State's purchase order number could result in a delay of payment.

Order of Precedence

In the event that the terms or conditions outlined in this document conflict with the terms or conditions of a bid/RFP/RFQ/contract, the terms of the bid/RFP/RFQ/contract shall take precedence.