



**CO L O R A D O**

**Department of Health Care  
Policy & Financing**

**REQUEST FOR INFORMATION**

**RFIUHAA20170000010**

**Draft Master Health IT Consultant RFP**

**Informational Release**

**Released: October 28, 2016**

**THIS IS A REQUEST FOR INFORMATION (RFI) ONLY  
THIS IS NOT A FORMAL BID SOLICITATION.**

**NO AWARD WILL RESULT FROM THIS RFI.**

The Colorado Office of eHealth Innovation (the Office), through the Department of Health Care Policy and Financing, has released a draft Request for Proposal (RFP) for a Master Health IT Consultant to receive public comment. Any individual, stakeholder group, vendor, or company is encouraged to offer written comments for consideration. Based on these requirements and comments, the RFP will be refined, finalized, and posted for open competitive bid.

Currently, the Office utilizes a variety of consultants to fulfill project management, facilitation, research and analysis, Health IT expertise, and technical document drafting functions necessary for Office operations. In an effort to streamline operations, the Office has decided to combine the functions performed by each of the current consultants performing these functions into Master Health IT Consultant contract.

In requesting public comment, the Office is interested in knowing:

- Are the various tasks within the Statement of Work described clearly? If not, please specify areas that may need additional clarification or information.
- Are the deliverables within the Statement of Work clearly delineated? If not, please specify which deliverables may need additional clarification or information.
- Is the Project Request Order process understandable? If not, please provide comments or questions that may need to be addressed in the RFP.
- Are the Budget and Cost Proposal sections clear enough so a prospective bidder could properly price the work described in the RFP? If not, please provide suggestions on what additional detail could be provided in these sections.
- Any additional comments that would help to clarify the RFP.

To review the Draft Master Consultant RFP, click the following link (<https://www.colorado.gov/pacific/hcpf/ehealth-commission>) and expand the “Documents for Public Comment” section to view. All comments should be submitted to [RFPQuestions@state.co.us](mailto:RFPQuestions@state.co.us). We request that all comments be submitted by November 8, 2016.



**COLORADO**

**Department of Health Care  
Policy & Financing**

**REQUEST FOR PROPOSAL**

**RFP UHAA XXXXXXXXXXXXX**

**Master Health IT Consultant RFP**

# CONTENTS

<b>SECTION 1.0 INTRODUCTION .....</b>	<b>2</b>
<b>1.1. GENERAL INFORMATION .....</b>	<b>2</b>
<b>1.2. ANTICIPATED CONTRACT TERM.....</b>	<b>2</b>
<b>SECTION 2.0 TERMINOLOGY .....</b>	<b>2</b>
<b>2.1. ACRONYMS, ABBREVIATIONS AND OTHER TERMINOLOGY .....</b>	<b>2</b>
<b>SECTION 3.0 BACKGROUND INFORMATION .....</b>	<b>5</b>
<b>3.1. THE DEPARTMENT OF HEALTH CARE POLICY AND FINANCING.....</b>	<b>5</b>
<b>3.2. OFFICE OF EHEALTH INNOVATION .....</b>	<b>5</b>
<b>3.3. PROJECT BACKGROUND.....</b>	<b>5</b>
<b>SECTION 4.0 OFFEROR’S EXPERIENCE.....</b>	<b>6</b>
<b>4.1. ORGANIZATIONAL EXPERIENCE.....</b>	<b>6</b>
<b>SECTION 5.0 STATEMENT OF WORK .....</b>	<b>7</b>
<b>5.1. CONTRACTOR’S GENERAL REQUIREMENTS.....</b>	<b>7</b>
<b>5.2. CONTRACTOR PERSONNEL .....</b>	<b>13</b>
<b>5.3. STATEMENT OF WORK .....</b>	<b>17</b>
<b>5.4. CLOSEOUT PERIOD .....</b>	<b>28</b>
<b>SECTION 6.0 COMPENSATION AND INVOICING .....</b>	<b>29</b>
<b>6.1. COMPENSATION.....</b>	<b>29</b>
<b>6.2. INVOICING AND PAYMENT PROCEDURES .....</b>	<b>32</b>
<b>6.3. BUDGET.....</b>	<b>33</b>
<b>SECTION 7.0 EVALUATION METHODOLOGY .....</b>	<b>34</b>
<b>7.1. EVALUATION PROCESS .....</b>	<b>34</b>
<b>7.2. EVALUATION COMMITTEE .....</b>	<b>34</b>
<b>7.3. COST PROPOSAL .....</b>	<b>35</b>
<b>7.4. COMPLIANCE .....</b>	<b>36</b>
<b>7.5. PROPOSAL EVALUATION CRITERIA.....</b>	<b>36</b>

## **SECTION 1.0 INTRODUCTION**

### **1.1. GENERAL INFORMATION**

1.1.1. The Colorado Department of Health Care Policy and Financing (Department), in collaboration with the Office of eHealth Innovation (OeHI), is soliciting competitive, responsive proposals from experienced and financially sound organizations to research and compile Health IT business requirements, develop Health IT planning and finance documents, provide technical expertise and support for Health IT projects, develop Department strategic plans for Health IT, submit updates to the State Medicaid Health Information Technology Plan (SMHP), and provide facilitation services, as described in this Request for Proposal (RFP).

### **1.2. ANTICIPATED CONTRACT TERM**

1.2.1. The initial operational period of the Contract is anticipated to begin from initial Contract execution to June 30, 2018 to align with the State Fiscal Year.

1.2.2. The total duration of the Contract, from the Operational Start Date until termination, and including the Department's exercise of any options, is not anticipated to exceed five (5) years. The Department may extend the Contract beyond the anticipated term in this subsection, in accordance with the Colorado Procurement Code and its implementing rules, in the event that the Department determines the extension is necessary to align the Contract with other Department contracts, to address State or Federal programmatic or policy changes related to the Contract or to provide sufficient time to transition the Work.

## **SECTION 2.0 TERMINOLOGY**

### **2.1. ACRONYMS, ABBREVIATIONS AND OTHER TERMINOLOGY**

2.1.1. Acronyms and abbreviations are defined at their first occurrence in this Request for Proposals (RFP). The following list is provided to assist the reader in understanding acronyms, abbreviations and terminology used throughout this document.

2.1.1.1. Business Day - Any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1) C.R.S.

2.1.1.2. Business Interruption - Any event that disrupts the Contractor's ability to complete the Work for a period of time, and may include, but is not limited to a Disaster, power outage, strike, loss of necessary personnel or computer virus.

2.1.1.3. CHP+ - The Colorado Child Health Plan *Plus*.

2.1.1.4. Closeout Period - The period beginning on the earlier of 90 days prior to the end of the last Extension Term or notice by the Department of its decision to not exercise its option for an Extension Term, and ending on the day that the Department has accepted the final deliverable for the Closeout Period, as determined in the Department-approved and updated Closeout Plan, and has determined that the closeout is complete.

2.1.1.5. Contract - The agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto, that is entered into as a result of this solicitation.

- 2.1.1.6. Contractor - The individual or entity selected as a result of this solicitation to complete the Work contained in the Contract.
- 2.1.1.7. CPI-U - The Consumer Price Index for All Urban Consumers published by the US Department of Labor, Bureau of Labor Statistics.
- 2.1.1.8. Deliverable - Any tangible or intangible object produced by Contractor as a result of the work that is intended to be delivered to the Department, regardless of whether the object is specifically described or called out as a “Deliverable” or not.
- 2.1.1.9. Department - The Colorado Department of Health Care Policy and Financing, a department of the government of the State of Colorado.
- 2.1.1.10. Disaster - An event that makes it impossible for Contractor to perform the Work out of its regular facility or facilities, and may include, but is not limited to, natural disasters, fire or terrorist attacks.
- 2.1.1.11. Effective Date - The date on which the Contract resulting from this solicitation is approved and signed by the Colorado State Controller or designee, as shown on the Signature and Cover Page for the Contract.
- 2.1.1.12. Goods - Any movable material to be acquired, produced, or delivered by Contractor which shall include any movable material acquired, produced, or delivered by Contractor in connection with the Services.
- 2.1.1.13. Health IT – Information technology designed, developed, implemented, and maintained for the healthcare industry. Relative to this RFP, it includes Medicaid Management Information Systems (MMIS), Health Data Analytics, Master Data Management, Personal Health Record systems, Application Program Interfaces (APIs), information system development, implementation and maintenance for: the integration of existing systems, and/or electronic Clinical Quality Measure reporting in Colorado and/or other states.
- 2.1.1.14. HIPAA - The Health Insurance Portability and Accountability Act of 1996.
- 2.1.1.15. Incident - Any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.
- 2.1.1.16. Key Personnel - The position or positions that are specifically designated as such in the Contract.
- 2.1.1.17. Offeror - Any individual or entity that submits a proposal, or intends to submit a proposal, in response to this solicitation.
- 2.1.1.18. Operational Start Date - When the Department authorizes the Contractor to begin fulfilling its obligations under the Contract.
- 2.1.1.19. Other Personnel - Individuals and Subcontractors, in addition to Key Personnel, assigned to positions to complete tasks associated with the Work.

- 2.1.1.20. PII - Personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §24-72-501 C.R.S.
- 2.1.1.21. PHI - Any protected health information, including, without limitation any information whether oral or recorded in any form or medium: **(i)** that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and **(ii)** that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.
- 2.1.1.22. Provider - Any health care professional or entity that has been accepted as a provider in the Colorado Medicaid program, Colorado's CHP+ program or the Colorado Indigent Care Program, as determined by the Department.
- 2.1.1.23. SFY - State Fiscal Year. The 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- 2.1.1.24. State Records - Any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- 2.1.1.25. Subcontractor - Third-parties, if any, engaged by Contractor to aid in performance of the Work.
- 2.1.1.26. Work - The delivery of the Goods and performance of the Services described in the Contract.
- 2.1.1.27. "Work Product" - The tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. "Work Product" does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

## **SECTION 3.0 BACKGROUND INFORMATION**

### **3.1. THE DEPARTMENT OF HEALTH CARE POLICY AND FINANCING**

- 3.1.1. The Department serves as the Medicaid Single State Agency. The Department develops and implements policy and financing for Medicaid and the Children's Health Insurance Program, called Child Health Plan Plus (CHP+) in Colorado, as well as a variety of other publicly funded health care programs for Colorado's low-income individuals, families, children, pregnant women, the elderly and people with disabilities. For more information about the Department, visit [www.Colorado.gov/HCPF](http://www.Colorado.gov/HCPF).
- 3.1.2. The Department is a Covered Entity under the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- 3.1.3. The Department has created a Health Information Office to oversee Health IT efforts in collaboration with the Office of eHealth Innovation as described in Section 3.2 below.

### **3.2. OFFICE OF EHEALTH INNOVATION**

- 3.2.1. The Office of eHealth Innovation (OeHI) and the associated eHealth Commission were created in October 2015 through Colorado's Office of the Governor. OeHI was created to provide an open and transparent statewide collaborative effort to develop the common policies, procedures, and technical approaches needed to advance Colorado's Health IT network and transform health programs.
- 3.2.2. As part of OeHI's goals and objectives, it plans to promote and advance the secure, efficient, and effective use of health information and helps to inform future Health IT initiatives. OeHI's organizational charter can be found online through [https://www.colorado.gov/pacific/sites/default/files/OeHI Organizational Charter.pdf](https://www.colorado.gov/pacific/sites/default/files/OeHI%20Organizational%20Charter.pdf)
- 3.2.3. The Department serves as the Fiscal Agent for OeHI.

### **3.3. PROJECT BACKGROUND**

- 3.3.1. This project has been created to solicit a Contractor to:
  - 3.3.1.1. Research and compile Health IT business requirements.
  - 3.3.1.2. Develop or update Health IT planning and finance documents.
  - 3.3.1.3. Provide technical expertise and support for Health IT projects.
  - 3.3.1.4. Provide background and knowledge of national, state, and local Health IT trends, programs and initiatives.
  - 3.3.1.5. Develop Department strategic plans for Health IT and documents including, but not limited to updates to Colorado's Health IT Advanced Planning Documents (APDs) and the State Medicaid Health Information Technology Plan (SMHP).
  - 3.3.1.6. Provide facilitation services, Ad-hoc project management and operational support related to the above.

- 3.3.2. Subsection 3.3.1 above is currently incorporated into separate contracts and are being consolidated under this single Contract. These duties are further specified in Section 4 of this RFP on behalf of the Department and OeHI, unless otherwise requested. The work listed above shall be assigned by the Department by the use of Project Request Orders, an example of which is attached to this RFP. Certain project deliverables must be created as part of this master Contract, regardless of project request order scope. Section 5.3 provides a detailed description of the project scope of work and associated deliverables.

## **SECTION 4.0 OFFEROR'S EXPERIENCE**

### **4.1. ORGANIZATIONAL EXPERIENCE**

- 4.1.1. The Department requires specific experience and skills for an Offeror to possess in order for the Offeror to be able to complete the Work efficiently while meeting the demands and deadlines of the Department.
- 4.1.2. The Department will evaluate the Offeror's demonstrated experience pertaining to the following:
  - 4.1.2.1. At least three (3) years of experience providing Health IT strategic planning, State and Federal policy/regulation impact analysis, and/or APD/SMHP development services to a state or federal government agency.
  - 4.1.2.2. Experience within the past three (3) years for procurement planning, requirements gathering and/or implementation experience related to Health IT, which may include Medicaid Management Information Systems (MMIS); Health Data Analytics; Master Data Management; Personal Health Record systems; Application Program Interfaces (APIs); information system development; implementation and maintenance for: the integration of existing systems; and/or electronic Clinical Quality Measure reporting in Colorado and/or other states.
  - 4.1.2.3. At least three (3) years of experience conducting research and analysis related to Health IT in the public sector.

**OFFEROR'S RESPONSE 1. Provide details that demonstrate how Offeror meets all organizational experience and/or qualification requirements. Offeror's response should list each stated experience and/or qualification requirement separately and follow the listed requirement with the details that demonstrate how Offeror meets that specific requirement.**

## **SECTION 5.0 STATEMENT OF WORK**

### **5.1. CONTRACTOR'S GENERAL REQUIREMENTS**

- 5.1.1. The Department will contract with only one (1) organization, the Contractor, and will work solely with that organization with respect to all tasks and deliverables to be completed, services to be rendered and performance standards to be met under the Contract.
- 5.1.2. The Contractor may be privy to internal policy discussions, contractual issues, price negotiations, confidential medical information, Department financial information, and advance knowledge of legislation. In addition to all other confidentiality requirements of the Contract, the Contractor shall also consider and treat any such information as confidential and shall only disclose it in accordance with the terms of the Contract.
- 5.1.3. Contractor shall work cooperatively with Department staff and, if applicable, the staff of other State contractors to ensure the completion of the Work. The Department may, in its sole discretion, use other contractors to perform activities related to the Work that are not contained in the Contract or to perform any of the Department's responsibilities. In the event of a conflict between Contractor and any other State contractor, the Department will resolve the conflict and Contractor shall abide by the resolution provided by the Department.
- 5.1.4. The Contractor shall inform the Department on current trends and issues in the health care marketplace and provide information on new technologies in use that may impact the Contractor's responsibilities under this Contract.
- 5.1.5. The Contractor shall maintain complete and detailed records of all meetings, presentations, project artifacts and any other interactions or deliverables related to the project described in the Contract. The Contractor shall make such records available to the Department upon request, throughout the term of the Contract.
- 5.1.6. Deliverables
  - 5.1.6.1. All Deliverables shall meet Department-approved format and content requirements. The Department will specify the number of copies and media for each Deliverable.
  - 5.1.6.2. Each Deliverable will follow the deliverable submission process as follows:
    - 5.1.6.2.1. The Contractor shall submit each Deliverable to the Department for review and approval.
    - 5.1.6.2.2. The Department will review the Deliverable and may direct the Contractor to make changes to the deliverable. The Contractor shall make all changes within five (5) Business Days following the Department's direction to make the change unless the Department provides a longer period in writing.
      - 5.1.6.2.2.1. Changes the Department may direct include, but are not limited to, modifying portions of the Deliverable, requiring new pages or portions of the Deliverable, requiring resubmission of the Deliverable or requiring inclusion of information that was left out of the Deliverable.

- 5.1.6.2.2.2. The Department may also direct the Contractor to provide clarification or provide a walkthrough of each Deliverable to assist the Department in its review. The Contractor shall provide the clarification or walkthrough as directed by the Department.
- 5.1.6.2.3. Once the Department has received an acceptable version of the Deliverable, including all changes directed by the Department, the Department will notify the Contractor of its acceptance of the Deliverable in writing. A Deliverable shall not be deemed accepted prior to the Department's notice to the Contractor of its acceptance of that deliverable.
- 5.1.6.3. The Contractor shall employ an internal quality control process to ensure that all Deliverables are complete, accurate, easy to understand and of high quality. The Contractor shall provide Deliverables that, at a minimum, are responsive to the specific requirements for that Deliverable, organized into a logical order, contain no spelling or grammatical errors, are formatted uniformly and contain accurate information and correct calculations. The Contractor shall retain all draft and marked-up documents and checklists utilized in reviewing Deliverables for reference as directed by the Department.
- 5.1.6.4. In the event that any due date for a Deliverable falls on a day that is not a Business Day, then the due date shall be automatically extended to the next Business Day, unless otherwise directed by the Department.
- 5.1.6.5. All due dates or timelines that reference a period of days, months or quarters shall be measured in calendar days, months and quarters unless specifically stated as being measured in Business Days or otherwise. All times stated in the Contract shall be considered to be in Mountain Time, adjusted for Daylight Saving Time as appropriate, unless specifically stated otherwise.
- 5.1.6.6. No Deliverable, report, data, procedure or system created by the Contractor for the Department that is necessary to fulfilling the Contractor's responsibilities under the Contract, as determined by the Department, shall be considered proprietary.
- 5.1.6.7. If any Deliverable contains ongoing responsibilities or requirements for the Contractor, such as deliverables that are plans, policies or procedures, then the Contractor shall comply with all requirements of the most recently approved version of that Deliverable. The Contractor shall not implement any version of any such Deliverable prior to receipt of the Department's written approval of that version of that Deliverable. Once a version of any Deliverable described in this subsection is approved by the Department, all requirements, milestones and other Deliverables contained within that Deliverable shall be considered to be requirements, milestones and deliverables of this Contract.
- 5.1.6.7.1. Any Deliverable described as an update of another Deliverable shall be considered a version of the original Deliverable for the purposes of this subsection.
- 5.1.7. Stated Deliverables and Performance Standards

- 5.1.7.1. Any section within this Statement of Work headed with or including the term "DELIVERABLE" or "PERFORMANCE STANDARD" is intended to highlight a deliverable or performance standard contained in this Statement of Work and provide a clear due date for deliverables. The sections with these headings are not intended to expand or limit the requirements or responsibilities related to any deliverable or performance standard.
- 5.1.8. Communication Requirements
  - 5.1.8.1. Communication with the Department
    - 5.1.8.1.1. The Contractor shall enable all Contractor staff to exchange documents and electronic files with the Department staff in formats compatible with the Department's systems. The Department currently uses Microsoft Office 2013 and/or Microsoft Office 365 for PC. If the Contractor uses a compatible program that is not the system used by the Department, then the Contractor shall ensure that all documents or files delivered to the Department are completely transferrable and reviewable, without error, on the Department's systems.
  - 5.1.8.2. Communication with OeHI and Department Stakeholders
    - 5.1.8.2.1. The Department and OeHI will advise the Contractor on stakeholder communications and shall be included all communications and meetings.
    - 5.1.8.2.2. The Contractor shall create a Communication Plan that includes, but is not limited to, all of the following:
      - 5.1.8.2.2.1. A description of how the Contractor will communicate to stakeholders, as directed by OeHI.
      - 5.1.8.2.2.2. A description of the communication methods, including things such as email lists, newsletters and other methods, the Contractor will use to communicate with stakeholders.
      - 5.1.8.2.2.3. The specific means of immediate communication with stakeholders and a method for accelerating the internal approval and communication process to address urgent communications or crisis situations.
      - 5.1.8.2.2.4. A listing of the following individuals within the Contractor's organization, that includes cell phone numbers and email addresses:
        - 5.1.8.2.2.4.1. An individual who is authorized to speak on the record regarding the Work, the Contract or any issues that arise that are related to the Work.
        - 5.1.8.2.2.4.2. An individual who is responsible for any website or marketing related to the Work.
        - 5.1.8.2.2.4.3. Back-up communication staff that can respond in the event that the other individuals listed are unavailable.
    - 5.1.8.2.3. The Contractor shall deliver the Communication Plan to the Department for review and approval.
      - 5.1.8.2.3.1. DELIVERABLE: Communication Plan
      - 5.1.8.2.3.2. DUE: Within ten (10) Business Days after the Effective Date

- 5.1.8.2.4. The Contractor shall review its Communication Plan on an annual basis and determine if any changes are required to account for any changes in the Work, in the Department's processes and procedures or in the Contractor's processes and procedures. The Contractor shall submit an Annual Communication Plan Update that contains all changes from the most recently approved prior Communication Plan, Annual Communication Plan Update or Interim Communication Plan Update or shall note that there were no changes.
  - 5.1.8.2.4.1. DELIVERABLE: Annual Communication Plan Update
  - 5.1.8.2.4.2. DUE: Annually, by June 30th of each year
- 5.1.8.2.5. The Department may request a change to the Communication Plan at any time to account for any changes in the Work, in the Department's processes and procedures or in the Contractor's processes and procedures, or to address any communication related deficiencies determined by the Department. The Contractor shall modify the Communication Plan as directed by the Department and submit an Interim Communication Plan Update containing all changes directed by the Department.
  - 5.1.8.2.5.1. DELIVERABLE: Interim Communication Plan Update
  - 5.1.8.2.5.2. DUE: Within ten (10) Business Days following the receipt of the request from the Department, unless the Department allows for a longer time in writing
- 5.1.8.2.6. The Contractor shall not engage in any non-routine communication with any Member, any Provider, the media or the public without the prior written consent of the Department.
- 5.1.9. Business Continuity
  - 5.1.9.1. The Contractor shall create a Business Continuity Plan that the Contractor will follow in order to continue operations after a Disaster or a Business Interruption. The Business Continuity Plan shall include, but is not limited to, all of the following:
    - 5.1.9.1.1. How the Contractor will replace staff that has been lost or is unavailable during or after a Business Interruption so that the Work is performed in accordance with the Contract.
    - 5.1.9.1.2. How the Contractor will back-up all information necessary to continue performing the Work, so that no information is lost because of a Business Interruption.
      - 5.1.9.1.2.1. In the event of a Disaster, the plan shall also include how the Contractor will make all information available at its back-up facilities.
    - 5.1.9.1.3. How the Contractor will minimize the effects on Members of any Business Interruption.
    - 5.1.9.1.4. How the Contractor will communicate with the Department during the Business Interruption and points of contact within the Contractor's organization the Department can contact in the event of a Business Interruption.
    - 5.1.9.1.5. Planned long-term back-up facilities out of which the Contractor can continue operations after a Disaster.

- 5.1.9.1.6. The time period it will take to transition all activities from the Contractor's regular facilities to the back-up facilities after a Disaster.
- 5.1.9.2. The Contractor shall deliver the Business Continuity Plan to the Department for review and approval.
  - 5.1.9.2.1. DELIVERABLE: Business Continuity Plan
  - 5.1.9.2.2. DUE: Within ten (10) Business days after the Effective Date
- 5.1.9.3. The Contractor shall review its Business Continuity Plan at least semi-annually and update the plan as appropriate to account for any changes in the Contractor's processes, procedures or circumstances. The Contractor shall submit an Updated Business Continuity Plan that contains all changes from the most recently approved prior Business Continuity Plan or Updated Business Continuity Plan or shall note that there were no changes.
  - 5.1.9.3.1. DELIVERABLE: Updated Business Continuity Plan
  - 5.1.9.3.2. DUE: Annually by June 30th of each year
- 5.1.9.4. In the event of any Business Interruption, the Contractor shall implement its most recently approved Business Continuity Plan or Updated Business Continuity Plan immediately after the Contractor becomes aware of the Business Interruption. In that event, the Contractor shall comply with all requirements, deliverables, timelines and milestones contained in the implemented plan.
- 5.1.10. Federal Financial Participation Related Intellectual Property Ownership
  - 5.1.10.1. In addition to the intellectual property ownership rights in the Contract, the following subsections describe the intellectual property ownership requirements that the Contractor shall meet during the term of the Contract in relation to federal financial participation.
  - 5.1.10.2. To facilitate obtaining the desired amount of federal financial participation under 42 CFR §433.112, the Department shall have all ownership rights, not superseded by other licensing restrictions, in all materials, programs, procedures, etc., designed, purchased, or developed by the Contractor and funded by the Department. The Contractor shall use contract funds to develop all necessary materials, programs, products, procedures, etc., and data and software to fulfill its obligations under the Contract. Department funding used in the development of these materials, programs, procedures, etc. shall be documented by the Contractor. The Department shall have all ownership rights in data and software, or modifications thereof and associated documentation and procedures designed and developed to produce any systems, programs reports and documentation and all other work products or documents created under the Contract. The Department shall have these ownership rights, regardless of whether the work product was developed by the Contractor or any Subcontractor for work product created in the performance of this Contract. The Department reserves, on behalf of itself, the Federal Department of Health and Human Services and its contractors, a royalty-free, non-exclusive and irrevocable license to produce, publish or otherwise use such software, modifications, documentation and procedures. Such data and software includes, but is not limited to, the following:

- 5.1.10.2.1. All computer software and programs, which have been designed or developed for the Department, or acquired by the Contractor on behalf of the Department, which are used in performance of the Contract.
- 5.1.10.2.2. All internal system software and programs developed by the Contractor or subcontractor, including all source codes, which result from the performance of the Contract; excluding commercial software packages purchased under the Contractor's own license.
- 5.1.10.2.3. All necessary data files.
- 5.1.10.2.4. User and operation manuals and other documentation.
- 5.1.10.2.5. System and program documentation in the form specified by the Department.
- 5.1.10.2.6. Training materials developed for Department staff, agents or designated representatives in the operation and maintenance of this software.
- 5.1.11. Performance Reviews
  - 5.1.11.1. The Department may conduct performance reviews or evaluations of the Contractor in relation to the Work performed under the Contract.
  - 5.1.11.2. The Department may work with the Contractor in the completion of any performance reviews or evaluations or the Department may complete any or all performance reviews or evaluations independently, at the Department's sole discretion.
  - 5.1.11.3. The Contractor shall provide all information necessary for the Department to complete all performance reviews or evaluations, as determined by the Department, upon the Department's request. The Contractor shall provide this information regardless of whether the Department decides to work with the Contractor on any aspect of the performance review or evaluation.
  - 5.1.11.4. The Department may conduct these performance reviews or evaluations at any point during the term of the Contract, or after termination of the Contract for any reason.
  - 5.1.11.5. The Department may make the results of any performance reviews or evaluations available to the public, or may publicly post the results of any performance reviews or evaluations.
- 5.1.12. Renewal Options and Extensions
  - 5.1.12.1. The Department may, within its sole discretion, choose to not exercise any renewal option in the Contract for any reason. If the Department chooses to not exercise an option, it may re-procure the performance of the Work in its sole discretion.
  - 5.1.12.2. The Parties may amend the Contract to extend beyond five (5) years, in accordance with the Colorado Procurement Code and its implementing rules, in the event that the Department determines the extension is necessary to align the Contract with other Department contracts, to address State or Federal programmatic or policy changes related to the Contract or to provide sufficient time to transition the Work.

5.1.12.2.1. In the event that the Contract is extended beyond five (5) years, the annual maximum compensation for the Contract in any of those additional years shall not exceed the Contract maximum amount for the prior State Fiscal Year (SFY) plus the annual percent increase in the Consumer Price Index for All Urban Consumers (CPI-U) for the Denver-Boulder-Greeley metropolitan area for the calendar year ending during that prior SFY. If the CPI-U for Denver-Boulder-Greeley is for some reason not available as specified in this subsection, the increase shall be equal to the percent increase in the CPI-U (U.S.) for the same period.

5.1.12.2.2. The limitation on the annual maximum compensation in section 5.1.12.2.1. shall not include increases made specifically as compensation for additional work added to the Contract.

#### 5.1.13. Department System Access

5.1.13.1. In the event that the Contractor requires access to any Department computer system to complete the Work, the Contractor shall have and maintain all hardware, software and interfaces necessary to access the system without requiring any modification to the Department's system. The Contractor shall follow all Department policies, processes and procedures necessary to gain access to the Department's systems.

### **5.2. CONTRACTOR PERSONNEL**

#### 5.2.1. Personnel General Requirements

5.2.1.1. The Contractor shall provide qualified Key Personnel and Other Personnel as necessary to perform the Work throughout the term of the Contract.

5.2.1.1.1. The Contractor shall provide the Department with a final list of individuals assigned to the Contract and appropriate contact information for those individuals.

5.2.1.1.1.1. DELIVERABLE: Final list of names of the individuals assigned to the Contract

5.2.1.1.1.2. DUE: Within five (5) Business Days following the Effective Date

5.2.1.1.2. The Contractor shall update this list upon the Department's request to account for changes in the individuals assigned to the Contract.

5.2.1.1.2.1. DELIVERABLE: Updated list of names of the individuals assigned to the Contract

5.2.1.1.2.2. DUE: Within five (5) Business Days following the Department's request for an update

5.2.2. Contractor shall not permit any individual proposed for assignment to Key Personnel positions to perform any Work prior to the Department's approval of that individual to be assigned as Key Personnel.

- 5.2.3. The Contractor shall not voluntarily change individuals in Key Personnel positions without the prior written approval of the Department. The Contractor shall supply the Department with the name, resume and references for any proposed replacement whenever there is a change to Key Personnel. Any individual replacing Key Personnel shall have qualifications that are equivalent to or exceed the qualifications of the individual that previously held the position, unless otherwise approved, in writing, by the Department.
- 5.2.3.1.1. DELIVERABLE: Name(s), resume(s) and references for the person(s) replacing anyone in a Key Personnel position during a voluntary change
- 5.2.3.1.2. DUE: At least five (5) Business Days prior to the change in Key Personnel
- 5.2.3.2. If any individual filling a Key Personnel position leaves employment with Contractor, Contractor shall propose a replacement person to the Department. The replacement person shall have qualifications that are equivalent to or exceed the qualifications of the individual that previously held the position, unless otherwise approved, in writing, by the Department.
- 5.2.3.2.1. DELIVERABLE: Name(s), resume(s) and references for the person(s) replacing anyone in a Key Personnel position who leaves employment with the Contractor
- 5.2.3.2.2. DUE: Within 10 Business Days following Contractor's receipt of notice that the person is leaving employment, unless the Department allows for a longer time in writing for Contractor to recruit a replacement.
- 5.2.4. Personnel Availability
- 5.2.4.1. The Contractor shall ensure Key Personnel and Other Personnel assigned to the Contract are available for meetings with the Department during the Department's normal business hours, as determined by the Department. The Contractor shall also make these personnel available outside of the Department's normal business hours and on weekends with prior notice from the Department.
- 5.2.4.2. Key Personnel and Other Personnel shall be available in-person for certain meetings as required by the Department.
- 5.2.4.3. At the Department's direction, the Contractor shall make its Key Personnel and Other Personnel available to attend meetings as subject matter experts with stakeholders both within the State government and external or private stakeholders.
- 5.2.4.4. All of the Contractor's Key Personnel and Other Personnel that attend any meeting with the Department or other Department stakeholders shall be physically present at the location of the meeting, unless the Department gives prior, written permission to attend by telephone or video conference. If the Contractor has any personnel attend by telephone or video conference, the Contractor shall provide all additional equipment necessary for attendance, including any virtual meeting space or telephone conference lines.
- 5.2.4.5. The Contractor shall respond to all telephone calls, voicemails and emails from the Department within one (1) Business Day of receipt by the Contractor.
- 5.2.5. Key Personnel

5.2.5.1. The Contractor shall designate people to hold the following Key Personnel positions:

5.2.5.1.1. Project Manager

5.2.5.1.1.1. The Project Manager shall have the following qualifications:

5.2.5.1.1.1.1. At least three (3) years of experience managing health IT projects of similar size and nature.

5.2.5.1.1.1.2. Experience in managing strategic planning efforts for Health IT projects.

5.2.5.1.1.1.3. At least three (3) years of experience working with the State or federal government agencies.

5.2.5.1.1.1.4. Project Management Professional (PMP) designation through the Project Management Institute (PMI) is preferred, but not required.

5.2.5.1.1.2. The Project Manager shall be responsible for all of the following:

5.2.5.1.1.2.1. Serving as Contractor's primary point of contact for the Department.

5.2.5.1.1.2.2. Ensuring the completion of all Work in accordance with the Contract's requirements. This includes, but is not limited to, ensuring the accuracy, timeliness and completeness of all work.

5.2.5.1.1.2.3. Overseeing all other Key Personnel and Other Personnel and ensuring proper staffing levels throughout the term of the Contract.

5.2.5.1.2. Health IT Architect

5.2.5.1.2.1. The Health IT Architect shall have the following qualifications:

5.2.5.1.2.1.1. At least three (3) years of experience in designing, evaluating, or developing Health IT architecture.

5.2.5.1.2.1.2. Understanding of interoperability standards for data and transmission of Health IT.

5.2.5.1.2.1.3. At least three (3) years of experience with enterprise architecture design, development, and/or implementation for Health IT for a government agency.

5.2.5.1.2.2. The Health IT Architect shall be responsible for all of the following:

5.2.5.1.2.2.1. Identifying technical components necessary for building Health IT architecture.

5.2.5.1.2.2.2. Contributing to defining standards for use across Health IT enterprises.

5.2.5.1.2.2.3. Contributing or analyzing Health IT requirements to be used in RFPs.

5.2.5.1.2.2.4. Providing clarification or explanation of technical components to be used in requests for proposals.

5.2.5.1.2.3. Facilitation Lead

5.2.5.1.2.3.1. At least three (3) years of experience conducting meeting facilitation with different stakeholder groups.

5.2.5.1.2.3.2. Experience working with Health IT stakeholders is preferred, but not required.

5.2.5.1.2.4. The Facilitation Lead shall:

- 5.2.5.1.2.4.1. Facilitate Health IT stakeholder meetings, including monthly meetings for the eHealth Commission.
- 5.2.5.1.2.4.2. Facilitate eHealth Commission workgroups.
- 5.2.5.1.2.4.3. Conduct facilitation and administrative support services for initiatives, projects, and operations related to HIO and OeHI require stakeholder meeting facilitation.
- 5.2.5.1.2.5. Policy Analyst
  - 5.2.5.1.2.5.1. The Policy Analyst shall have the following qualifications:
  - 5.2.5.1.2.5.2. At least three (3) years of reviewing policy and regulatory changes and guidance and providing impact analysis to States.
- 5.2.5.1.2.6. The Policy Analyst shall:
  - 5.2.5.1.2.6.1. Be responsible for evaluating State and Federal policy and regulatory changes or guidance and provide recommendations to the Department on how to align with or implement potential changes.
  - 5.2.5.1.2.6.2. Be responsible for managing any further policy research requested by the Department.
  - 5.2.5.1.2.6.3. Ensure that all analysis is packaged and presented to the lead analyst and drafting lead in a format that breaks down the major impacts and risks to the Department.
- 5.2.5.2. The Contractor shall not allow for any individual to fill more than one of the roles defined as Key Personnel.
- 5.2.6. Other Personnel Responsibilities
  - 5.2.6.1. The Contractor shall use its discretion to determine the number of Other Personnel necessary to perform the Work in accordance with the requirements of the Contract. If the Department has determined that Contractor has not provided sufficient Other Personnel to perform the Work in accordance with the requirements of the Contract, the Contractor shall provide all additional Other Personnel necessary to perform the Work in accordance with the requirements of the Contract at no additional cost to the Department.
  - 5.2.6.2. The Contractor shall ensure that all Other Personnel have sufficient training and experience to complete all portions of the Work assigned to them. The Contractor shall provide all necessary training to its Other Personnel, except for Department-provided training specifically described in the Contract.
  - 5.2.6.3. Provide an Account Manager to serve as a point of contact for contractual matters.
  - 5.2.6.4. The Contractor may subcontract to complete a portion of the Work required by the Contract. The conditions for using a Subcontractor or Subcontractors are as follows:
    - 5.2.6.4.1. The Contractor shall not subcontract more than forty percent (40%) of the Work.
    - 5.2.6.4.2. The Contractor shall provide the organizational name of each Subcontractor and all items to be worked on by each Subcontractor to the Department.

- 5.2.6.4.2.1. DELIVERABLE: Name of each Subcontractor and items on which each Subcontractor will work
- 5.2.6.4.2.2. DUE: The later of thirty (30) days prior to the Subcontractor beginning work or the Effective Date
- 5.2.6.4.3. The Contractor shall obtain prior consent and written approval for any use of Subcontractor(s).

**OFFEROR'S RESPONSE 2. Provide a detailed explanation of how the Offeror will provide sufficient personnel to perform the Work, including all of the following:**

- a. How the Offeror will provide Key Personnel that meets or exceeds the requirements contained in this RFP.
- b. Describe the percentage of Key Personnel and other staff available for this project.
- c. Primary work location of the Key Personnel and other staff available for this project.
- d. How the Offeror will provide and train all Other Personnel so that the Work is completed accurately and in a timely manner. Additionally, include a listing of the position titles for each position related to the Contract, the general responsibilities of that position, the number of individuals filling that position and the numbers of hours each week the position will be dedicated to the Work.
- e. A plan for how the Offeror will replace all Key Personnel and Other Personnel so that the transition between personnel does not impact the ability of the Contractor to complete the Work.
- f. If the Offeror intends to use a Subcontractor, the Offeror shall provide a description of how the Offeror will use Subcontractors and the portions of the Work that will be completed by each Subcontractor. This description shall also include the anticipated positions provided by the Subcontractor and the roles of those positions, as well as a plan for how the Offeror will manage the Subcontractor and all Subcontractor personnel to ensure that the portions of the Work assigned to the Subcontractor will be completed accurately and in a timely manner.

**5.3. STATEMENT OF WORK**

**5.3.1. General Project Management of this Contract**

- 5.3.1.1. Collaborating with the Department and OeHI on the statement of work and Project Request Orders under this contract.
- 5.3.1.2. Developing a master project plan based on known Project Request Orders which includes a deliverable schedule.
- 5.3.1.3. At a minimum, every quarter, Key Personnel, the Department, and OeHI will meet in-person to conduct project planning relative to the broader Statement of Work and the project plan.

- 5.3.1.4. Managing deliverable tasks to ensure all deliverables are met on schedule and within budget.
- 5.3.1.5. Coordinating project communication with all stakeholders.
- 5.3.1.6. Change order management.
- 5.3.1.7. The Contractor shall submit bi-weekly status report updates on project management activities and progress for Departmental review and approval.
- 5.3.1.8. Active monitoring and recommendation of project consolidation opportunities within the State.
- 5.3.1.9. DELIVERABLE: Bi-weekly Status Report and Project Management Updates
- 5.3.1.10. DUE: Every two (2) weeks after the effective date.
  - 5.3.1.10.1. The Contractor shall host a kickoff meeting with the Department and OeHI to discuss master project plan, schedule, and other relevant information.
  - 5.3.1.10.2. The Contractor shall host the meeting at the Department's location. The Contractor shall ensure that the meeting is scheduled for a time in which the location's resources and necessary Department staff are available.
    - 5.3.1.10.2.1. The Contractor shall develop an agenda.
    - 5.3.1.10.2.2. The Contractor shall create necessary meeting materials.
    - 5.3.1.10.2.3. The Contractor shall facilitate the meeting.
    - 5.3.1.10.2.4. The Contractor shall take meeting minute notes and document action items.
  - 5.3.1.10.3. The Contractor shall produce and deliver to the Department an agenda.
    - 5.3.1.10.3.1. DELIVERABLE: Agenda for Kick-off Meeting.
      - 5.3.1.10.3.2. DUE: Five (5) Business Days Prior to the Kick-off Meeting.
  - 5.3.1.10.4. The Contractor shall draft and incorporate the meeting minute notes and documented action items from the kick-off meeting into a project status report.
  - 5.3.1.10.5. The Contractor shall produce and deliver to the Department a project status report of the documented action items and discovery from the kick-off meeting.
    - 5.3.1.10.5.1. DELIVERABLE: Kick-off Project Status Report.
      - 5.3.1.10.5.2. DUE: Five (5) Business Day After the Kick-off Meeting.
- 5.3.1.11. Project Request Orders
  - 5.3.1.11.1. The Department will use a project request order process to provide the Contractor with official direction within the scope of the Contract. The Contractor shall comply with all direction contained within a completed project request order. For a project request to be considered complete, it must include, at a minimum, all of the following:
    - 5.3.1.11.1.1. The date the project request order will be effective.
    - 5.3.1.11.1.2. Direction to the Contractor regarding performance under the Contract.

- 5.3.1.11.1.3. A due date or timeline by which the Contractor shall comply with the direction contained in the project request order.
- 5.3.1.11.1.4. The signature of the Department employee who has been designated to sign Project Request Orders.
- 5.3.1.11.1.5. The Department will provide the Contractor with the name of the person it has designated to sign Project Request Orders on behalf of the Department, who will be the Department's primary designee. The Department will also provide the Contractor with a list of backups who may sign a project request order on behalf of the Department if the primary designee is unavailable. The Department may change any of its designees from time to time by providing notice to the Contractor through a project request order.
- 5.3.1.11.1.6. The Department may deliver a completed project request order to the Contractor in hard copy, as an electronic attachment to an email or through a dedicated communication system, if such a system is available.
- 5.3.1.11.1.7. If a project request order is delivered through a dedicated communication system or other electronic system, then the Department may use an electronic signature to sign that project request order.
- 5.3.1.11.1.8. If the Contractor receives conflicting Project Request Orders, the Contractor shall contact the Department's primary designee, or backup designees if the primary designee is unavailable, to obtain direction. If the Department does not provide direction otherwise, then the project request order with the latest effective date shall control.
- 5.3.1.11.1.9. In the event that the Contractor receives direction from the Department outside of the project request order process, it shall contact the Department's primary designee, or backup designees if the primary designee is unavailable, and have the Department confirm that direction through a project request order prior to complying with that direction.
- 5.3.1.11.1.10. Project request orders may not be used in place of an amendment, and may not, under any circumstances be used to modify the term of the Contract or any compensation under the Contract. Project request orders are not intended to be the sole means of communication between the Department and the Contractor, and the Department may provide day-to-day communication to the Contractor without using a project request order.
- 5.3.1.11.1.11. The Contractor shall retain all Project Request Orders for reference and shall provide copies of any received Project Request Orders upon request by the Department.
- 5.3.1.11.1.12. For certain Statement of Work activities, the Contractor shall respond to all project request order requests with tasks, estimated number of hours necessary to complete based on the information provided, resources, deliverables, and timeline. For additional clarification on which Statement of Work activities will require Project Request Orders, refer 6.1.6.

5.3.1.11.1.13. The Contractor shall not exceed the number of hours approved by the Department for each approved project request order.

5.3.1.11.1.14. The Contractor shall submit monthly status reports on all project request order activities for Department review and approval.

**5.3.2. Health Information Technology (Health IT) and Health Information Exchange (HIE) technical research and subject matter expertise, including research, data gathering, analysis, and presentation of recommendations**

**5.3.2.1. Research and Analysis Consulting for RFPs**

5.3.2.1.1. The Contractor shall provide research and analysis consulting assistance on functional, business, and technical requirements and components for Health IT and HIE RFP projects as requested by the Department and OeHI to include, but not limited to, the following tasks:

5.3.2.1.1.1. Research and requirement gathering for new projects, such as developing a master client index and master provider directory.

5.3.2.1.1.2. Identifying technical components necessary for building health information technology infrastructure.

5.3.2.1.1.3. Researching health information indices that exist or are being developed elsewhere.

5.3.2.1.1.4. Contributing to defining standards for use across Health IT enterprises.

5.3.2.1.1.5. Contributing or analyzing Health IT requirements to be used in RFPs.

5.3.2.1.1.6. Serving as Subject Matter Experts and providing technical support during the evaluation of vendor proposals.

5.3.2.1.1.7. Providing clarification or explanation of technical components to be used in requests for proposals.

5.3.2.1.2. The Contractor shall not conduct any research and analysis consulting without prior written approval by the Department. Written approval will be granted by the Department through the project request order process.

5.3.2.1.3. The Department will issue a Project Request Order prior to authorizing any research and analysis consulting.

5.3.2.1.3.1. DELIVERABLE: Research and analysis status reports

5.3.2.1.3.2. DUE: Per the project request order

**5.3.3. Provide updates to Advance Planning Documents (APDs) related to Health IT and HIE**

5.3.3.1. The Contractor shall provide updates to the Health IT and HIE APDs. These services shall include, but are not limited to the following:

5.3.3.1.1. Discovery and Assessment

- 5.3.3.1.1.1. The Contractor shall review recent Health IT and HIE APDs and relevant documents and artifacts related to the Health IT and HIE APD Updates as directed by the Department.
- 5.3.3.1.1.2. The Contractor shall produce and deliver to the Department an assessment of the artifacts.
- 5.3.3.1.1.3. Gather appropriate financial and budgetary information to support the APD updates.
  - 5.3.3.1.1.3.1. DELIVERABLE: Assessment of Artifacts for Health IT and HIE APDs
  - 5.3.3.1.1.3.2. DUE: Per the project request order
- 5.3.3.1.1.4. The Contractor shall develop the following to support the Department's Leadership interviews in support of APD development:
  - 5.3.3.1.1.4.1. Meeting agendas.
  - 5.3.3.1.1.4.2. Questionnaires.
  - 5.3.3.1.1.4.3. Other documentation to support the interviews.
    - 5.3.3.1.1.4.3.1. The purpose of the interviews is to gather pertinent information from Departmental Leadership on changes to existing Health IT policies and initiatives that must be updated and reflected in the APD Updates.
- 5.3.3.1.1.5. At each interview, the Contractor shall take meeting minute notes.
- 5.3.3.1.1.6. The Contractor shall compile all the Departmental Leadership interviews into one (1) document and deliver it to the Department.
  - 5.3.3.1.1.6.1. DELIVERABLE: Completed Interviews with Departmental Leadership
  - 5.3.3.1.1.6.2. DUE: Per the project request order
- 5.3.3.1.1.7. The Contractor shall attend and participate in Stakeholder meetings, including CORHIO, related to APD development as directed by OeHI and the Department.
- 5.3.3.1.2. APD Updates
  - 5.3.3.1.2.1. The Contractor shall synthesize discovered information in relation to the current Health IT and HIE APDs, planning activities, and Health IT and HIE project initiatives.
  - 5.3.3.1.2.2. Ensure alignment of Health IT and HIE APDs with guidance published by CMS, such as the HITECH IAPD Companion guide(s).
  - 5.3.3.1.2.3. Updates to APDs shall occur every six (6) months.
  - 5.3.3.1.2.4. The Contractor shall update and revise the Health IT and HIE APDs with the information gathered from the Discovery and Assessment Section and incorporate funding options approved by the Department and OeHI. The Health IT and HIE APDs shall follow CMS's approved APD template(s). The template shall include, at a minimum, the following:
    - 5.3.3.1.2.4.1. An executive summary.

- 5.3.3.1.2.4.2. Results of activities included in Planning Advanced Planning Document (PAPD), past APD updates, and the SMHP.
- 5.3.3.1.2.4.3. A statement of needs and objectives.
- 5.3.3.1.2.4.4. A statement of alternative considerations.
- 5.3.3.1.2.4.5. A personnel resource statement.
- 5.3.3.1.2.4.6. Proposed activity schedule.
- 5.3.3.1.2.4.7. Proposed budget.
- 5.3.3.1.2.4.8. Cost allocation plan for proposed activities
- 5.3.3.1.2.4.9. Assurances, security and interface requirements
- 5.3.3.1.2.5. The Contractor shall research similar state programs and incorporate best practices and facilitate communication if requested by the Department.
- 5.3.3.1.2.6. The Contractor will summarize statewide HIE efforts, specifically HIE initiatives and work conducted by OeHI.
- 5.3.3.1.2.7. The Contractor shall update information regarding any changes in governance structure and the specific impact to Health IT programs.
- 5.3.3.1.2.8. The Contractor shall update Health IT and HIE programs and initiatives. Current programs and initiatives include HIE, provider onboarding services, the EHR Incentive Program, the PHR program and others identified by the Department.
- 5.3.3.1.2.9. The Contractor shall develop Health IT and HIE initiative options and other initiatives identified by the Department and stakeholders and present funding options to Department Leadership.
- 5.3.3.1.2.10. The Contractor shall incorporate comments and revisions made by the Department and manage version control.
- 5.3.3.1.2.11. The Contractor shall deliver a draft of the Health IT and HIE APD Updates to the Department for review and approval.
  - 5.3.3.1.2.11.1. DELIVERABLE: Draft of the Health IT and HIE APD Update
  - 5.3.3.1.2.11.2. DUE: Per the project request order
    - 5.3.3.1.2.11.2.1. Following the Department’s review, the Contractor shall deliver a final copy incorporating the feedbacks from the Department for formal submittal to CMS.
  - 5.3.3.1.2.11.3. DELIVERABLE: Final Health IT and HIE APD Update for Submission to CMS.
  - 5.3.3.1.2.11.4. DUE: Per the project request order
- 5.3.3.1.2.12. The Contractor shall provide support to the Department during Centers for Medicare & Medicaid Services (CMS’s) review of the Health IT and HIE APD Update.

- 5.3.3.1.2.13. The Contractor shall assist the Department with responding to CMS questions, comments, and requested changes.
- 5.3.3.1.2.14. The Contractor shall keep records of all CMS questions and responses during the contract year.
- 5.3.3.1.2.15. The Contractor shall deliver to the Department records of CMS questions and responses.
- 5.3.3.1.2.15.1. DELIVERABLE: CMS Questions and Responses to Health IT and HIE APD Update
- 5.3.3.1.2.15.2. DUE: Within the timeframes provided by CMS, or as provided by the Department
- 5.3.3.1.2.16. DELIVERABLE: Final Health IT and HIE APD Update to responds to CMS questions, if needed.
- 5.3.3.1.2.16.1. DUE: Within ten (10) business days from receipt of final Department comments.

**5.3.4. Provides updates of the State Medicaid Health Information Technology Plan (SMHP) and develop Health IT Strategic Plan.**

- 5.3.4.1.1. The Contractor shall collaborate with a Health IT Committee consisting of members from the Department and OeHI for strategic plans.
- 5.3.4.1.2. The Contractor shall create, maintain and execute Health IT strategic plans for the Department and OeHI.
- 5.3.4.1.3. The Contractor shall incorporate concepts from the Department and OeHI's Strategic Plans and the Colorado Health IT Roadmap into the SMHP.
- 5.3.4.1.4. The Contractor shall provide support for Health IT Strategic Planning Meetings that shall include, but not be limited to, the following:
  - 5.3.4.1.4.1. The Contractor shall facilitate meetings contributing to the planning of a Health IT strategy for Health IT and HIE and MU Incentive Program initiatives.
  - 5.3.4.1.4.2. The Contractor work with the Department and OeHI to invite appropriate stakeholders to planning meetings.
  - 5.3.4.1.4.3. Update the SMHP Roadmap on an annual basis or as directed by the Department.
  - 5.3.4.1.4.4. The Contractor shall provide stakeholders structured, facilitated opportunities, such as advisory groups, to provide recommendations to the Health IT Strategic Planning Committee established above.
  - 5.3.4.1.4.5. The Contractor shall ensure that the Health IT Strategic Planning Committee provides written responses to stakeholder recommendations that are submitted through the adopted governance structure, and responses shall include an explanation of why recommendations were or were not adopted into the Health IT strategic plan.

- 5.3.4.1.5. The Contractor shall consult on the OeHI Health IT Strategic Plan that shall include information about opportunities for stakeholder participation or for stakeholders to provide comments for interested organizations and members of the public.
- 5.3.4.1.5.1. The Contractor shall ensure that all strategic plans and updates, APD updates, and SMHP updates completed under this Contract are aligned with Health IT strategic planning efforts: The Colorado Health IT Roadmap (currently being developed by a third party), the State Medicaid Health IT Plan (SMHP) and Health IT and HIE APD Updates.
  - 5.3.4.1.5.1.1. DELIVERABLE: Annual Health IT Strategic Plan
  - 5.3.4.1.5.1.2. DUE: As defined in the Project request order and aligned with final delivery of the APD-U, or as directed by the Department or CMS
- 5.3.4.1.6. State Medicaid Health Information Technology Plan
  - 5.3.4.1.6.1. The Contractor shall perform analysis on the current and future Health IT/HIE landscape with input from the Department and the statewide stakeholder community.
  - 5.3.4.1.6.2. Upon Department direction, the Contractor shall manage updates to the SMHP.
  - 5.3.4.1.6.3. The Contractor shall maintain a SMHP that incorporates, but is not limited to, the following:
    - 5.3.4.1.6.3.1. A graphical and narrative pathway that clearly shows where the State is starting from (As-Is) today, where it expects to be five (5) years from now (To-Be), and how it plans to get there.
    - 5.3.4.1.6.3.2. Incorporate plans for Provider EHR Incentive Program and Meaningful Use of EHRs as part of the SMHP updates.
    - 5.3.4.1.6.3.3. Expectations regarding provider EHR technology adoption over time, including annual benchmarks by provider type.
    - 5.3.4.1.6.3.4. Annual benchmarks for each of the State's goals that will serve as clearly measurable indicators of progress.
    - 5.3.4.1.6.3.5. Annual benchmarks for audit and oversight activities.
    - 5.3.4.1.6.3.6. Any other general guidance published by CMS regarding States' SMHPs.
  - 5.3.4.1.6.4. The Contractor shall update to the SMH, as directed by the Department.
    - 5.3.4.1.6.4.1. DELIVERABLE: Annual Sequential SMHP Updates
    - 5.3.4.1.6.4.2. DUE: Per the project request order
  - 5.3.4.1.6.5. The Contractor shall organize and support at least one (1) stakeholder meeting per year to discuss updated versions of the SMHP prior to that version of the SMHP being finalized by the Department and submitted to CMS.
  - 5.3.4.1.6.6. The Contractor shall provide support to the Department during Centers for Medicare & Medicaid Services (CMS's) review of the SMHP.

- 5.3.4.1.6.7. The Contractor shall assist the Department with responding to CMS questions, comments, and requested changes.
- 5.3.4.1.6.8. The Contractor shall keep records of all CMS questions and responses during the contract year.
- 5.3.4.1.6.9. The Contractor shall deliver to the Department records of CMS questions and responses.
  - 5.3.4.1.6.9.1. DELIVERABLE: CMS Questions and Responses to SMHP Update
  - 5.3.4.1.6.9.2. DUE: Per the project request order
- 5.3.4.1.6.10. DELIVERABLE: Final SMHP for Submission to CMS
  - 5.3.4.1.6.10.1. DUE: Per the project request order
- 5.3.4.1.6.11. The Contractor shall provide support to the Department during Centers for Medicare & Medicaid Services (CMS's) review of the SMHP.
- 5.3.4.1.6.12. The Contractor shall assist the Department with responding to CMS questions, comments, and requested changes.
- 5.3.4.1.6.13. The Contractor shall keep records of all CMS questions and responses during the contract year.
- 5.3.4.1.6.14. The Contractor shall deliver to the Department records of CMS questions and responses.

### **5.3.5. Stakeholder meeting facilitation and support related to HIO and OeHI**

- 5.3.5.1. Facilitation and support
  - 5.3.5.1.1. The Contractor shall provide facilitation and administrative support services for initiatives, projects, and operations related to HIO and OeHI. The Department will use Project Request Orders to define the scope of Stakeholder meetings requiring facilitation.
  - 5.3.5.1.2. The Contractor shall facilitate Health IT stakeholder meetings, including monthly meetings for the eHealth Commission.
  - 5.3.5.1.3. Facilitation activities for the meetings shall include, but not be limited to, the following:
    - 5.3.5.1.3.1. Drafting agendas and long-term frameworks for the meetings.
    - 5.3.5.1.3.2. Creating meeting minutes and documenting decisions and action items.
    - 5.3.5.1.3.3. Providing other support materials as necessary, such as presentation slides.
    - 5.3.5.1.3.4. Drafting initial communication to members.
    - 5.3.5.1.3.5. Attending planning sessions requested by the Department or OeHI.
    - 5.3.5.1.3.6. Coordinating meeting location and logistics with the Department.
    - 5.3.5.1.3.7. Gathering materials and producing hardcopies of meeting materials.
    - 5.3.5.1.3.8. Assisting with equipment and room setup and breakdown.

- 5.3.5.1.3.9. The Contractor shall produce and deliver to the Department a report of the approach for participating in Stakeholder Engagement meetings and managing logistics.
- 5.3.5.1.3.10. The Contractor shall develop an approach for participating in stakeholder meetings and managing logistics. Managing logistics includes, but not limited to:
  - 5.3.5.1.3.10.1. Meeting agendas.
  - 5.3.5.1.3.10.2. Questions.
  - 5.3.5.1.3.10.3. Additional documentation; including briefs and fact sheets, as requested by OeHI.
  - 5.3.5.1.3.11. DELIVERABLE: Meeting documentation
  - 5.3.5.1.3.12. DUE: Within five (5) Business Days of the meetings
- 5.3.5.1.4. The Contractor shall facilitate meetings for the eHealth Commission workgroups.
- 5.3.5.1.5. Facilitation activities shall include, but not be limited to, the following:
  - 5.3.5.1.5.1. Providing recommendations to guide the planning and design of meetings.
  - 5.3.5.1.5.2. Building consensus among eHealth Commission workgroup members.
  - 5.3.5.1.5.3. Providing assistance in drafting documents for the eHealth Commission or other workgroups.
  - 5.3.5.1.5.4. Providing other support materials as necessary, such as presentation slides.
  - 5.3.5.1.5.5. Creating meeting minutes and documenting decisions and action items.
- 5.3.5.1.6. DELIVERABLE: Workgroup meeting documentation
- 5.3.5.1.7. DUE: Within five (5) Business Days of the meeting
- 5.3.5.2. Workgroup Research and Subject Matter Expertise**
  - 5.3.5.2.1. The Contractor shall provide technical research and Health IT/HIE subject matter expertise for workgroups as delegated by the eHealth Commission. Facilitation shall include, but not be limited to, the following:
    - 5.3.5.2.1.1. Conducting and presenting background research necessary for the function of the workgroup.
    - 5.3.5.2.1.2. Generating recommendations regarding impact of implementation, design, and sustainability of projects delegated to the workgroup.
    - 5.3.5.2.1.3. Providing Health IT/HIE subject matter expertise to the workgroup members.
    - 5.3.5.2.1.4. Recording the criteria resulting in a final workgroup recommendation to OeHI.
  - 5.3.5.2.2. The Contractor shall not conduct any research on behalf of an OeHI workgroup without prior written approval by the Department. Written approval will be granted by the Department through the project request order process.
    - 5.3.5.2.2.1. DELIVERABLE: Workgroup research status reports
    - 5.3.5.2.2.2. DUE: Per the project request order

### **5.3.6. Health IT and HIE Policy/Regulation Research and Analysis Consulting**

- 5.3.6.1. The Contractor shall provide research and analysis consulting assistance on State and Federal policy/regulation changes, determine the potential impact to the Department and OeHI and provide recommendations for adopting the policy/regulation changes, as requested by the Department and OeHI.
  - 5.3.6.1.1. Research and summarize State and Federal policy/regulation changes.
  - 5.3.6.1.2. Report on findings and provide an analysis of potential impact the State and Federal policy/regulation change may have on the Department and OeHI.
  - 5.3.6.1.3. The Contractor shall not conduct any policy/regulation research and analysis consulting without prior written approval by the Department. Written approval will be granted by the Department through the project request order process.
  - 5.3.6.1.4. The Department will issue a project request order prior to authorizing any policy research and analysis consulting.
    - 5.3.6.1.4.1. DELIVERABLE: Policy/Regulation research and impact analysis status reports
    - 5.3.6.1.4.2. DUE: Per the project request order

### **5.3.7. Ad-hoc project management and operational support.**

- 5.3.7.1. Ad-Hoc Operational Support (through project request order process)
  - 5.3.7.1.1. The Contractor shall provide project management and operational support for the processes of OeHI and the Department.
    - 5.3.7.1.1.1. The Contractor shall provide recommendations on potential process improvements within OeHI.
      - 5.3.7.1.1.2. The Contractor shall formally document any recommendations and present them to stakeholders as deemed necessary by the Department.
        - 5.3.7.1.1.2.1. DELIVERABLE: Ad-hoc Project Management and Operational Support Recommendations
        - 5.3.7.1.1.2.2. DUE: Monthly within five (5) Business Days after the end of the month that the report covers
    - 5.3.7.1.1.2. The Contractor shall formally document any recommendations and present them to stakeholders as deemed necessary by the Department.
      - 5.3.7.1.1.2.1. DELIVERABLE: Ad-hoc Project Management and Operational Support Recommendations
      - 5.3.7.1.1.2.2. DUE: Monthly within five (5) Business Days after the end of the month that the report covers
- 5.3.7.2. Provide project management support and oversight for Health IT projects being developed and implemented.
  - 5.3.7.2.1. Conduct project management reporting and verify that the project is moving forward according to scope, schedule, budget, and quality.
  - 5.3.7.2.2. Support the Department with development and implementation questions from vendors.
  - 5.3.7.2.3. Provide oversight of several projects underway concurrently.
    - 5.3.7.2.3.1.1. DELIVERABLE: Project Management & Oversight Reports based on project request order(s)
    - 5.3.7.2.3.1.2. DUE: Monthly within five (5) Business Days after the end of the month that the report covers

**OFFEROR'S RESPONSE 4. Provide an approach to completing the Statement of Work requirements as outlined in Section 5 above. Provide two (2) sample work plans to be responded to through using project request order approach.**

**5.4. CLOSEOUT PERIOD**

5.4.1. The Contract shall have a Closeout Period.

5.4.2. Closeout Period

5.4.2.1. During the Closeout Period, the Contractor shall complete all of the following:

5.4.2.1.1. Implement the most recent Closeout Plan or Closeout Plan Update that has been approved by the Department, as described in Section 5.6.3.1 below and complete all steps, deliverables and milestones contained in the most recent Closeout Plan or Closeout Plan Update that has been approved by the Department.

5.4.2.1.2. Provide to the Department, or any other contractor at the Department's direction, all reports, data, systems, deliverables and other information reasonably necessary for a transition as determined by the Department or included in the most recent Closeout Plan or Closeout Plan Update that has been approved by the Department.

5.4.2.1.3. Ensure that all responsibilities under the Contract have been transferred to the Department, or to another contractor at the Department's direction, without significant interruption.

5.4.2.1.4. Notify any Subcontractors of the termination of the Contract, as directed by the Department.

5.4.2.1.5. Continue meeting each requirement of the Contract as described in the Department-approved and updated Closeout Plan, or until the Department determines that specific requirement is being performed by the Department or another contractor, whichever is sooner. The Department will determine when any specific requirement is being performed by the Department or another contractor, and will notify the Contractor of this determination for that requirement.

5.4.2.2. The Department will perform a closeout review to ensure that the Contractor has completed all requirements of the Closeout Period. In the event that the Contractor has not completed all of the requirements of the Closeout Period by the date of the termination of the Contract, then any incomplete requirements shall survive termination of the Contract.

5.4.3. Closeout Planning

5.4.3.1. Closeout Plan

- 5.4.3.1.1. The Contractor shall create a Closeout Plan that describes all requirements, steps, timelines, milestones and deliverables necessary to fully transition the services described in the Contract from the Contractor to the Department to another contractor selected by the Department to be the OeHI Solicitation Drafter contractor after the termination of the Contract. The Closeout Plan shall also designate an individual to act as a closeout coordinator, who will ensure that all requirements, steps, timelines, milestones and deliverables contained in the Closeout Plan are completed and work with the Department and any other contractor to minimize the impact of the transition on Members and the Department. The Contractor shall deliver the Closeout Plan to the Department for review and approval.
- 5.4.3.1.1.1. DELIVERABLE: Closeout Plan
- 5.4.3.1.1.2. DUE: Thirty (30) days following the Effective Date
- 5.4.3.1.2. The Contractor shall update the Closeout Plan, at least annually, to include any technical, procedural or other changes that impact any steps, timelines or milestones contained in the Closeout Plan, and deliver this Closeout Plan Update to the Department for review and approval.
- 5.4.3.1.2.1. DELIVERABLE: Closeout Plan Update
- 5.4.3.1.2.2. DUE: Annually, by June 30th of each year

**SECTION 6.0 COMPENSATION AND INVOICING**

**6.1. COMPENSATION**

- 6.1.1. The compensation under this contract shall consist of fixed price payments for designated deliverables and related tasks. Additional payments will be made based on the completion of deliverables and duties as described in individual Project Request Orders. General deliverables that have fixed prices should be estimated as part of cost proposals. Additional information on cost proposals can be found in Section 7.3 below. The compensation for Project Request Orders will be based on hourly rates as bid by the Offeror, and the number of hours that the Contractor determines it would require to complete the project as agreed upon under a specific project request order and Work Plan.
- 6.1.2. Once a fixed price for a project request order has been quoted, the Work Plan accepted, and a project request order issued, the payment schedule shall be fixed.
- 6.1.3. Any increase in compensation on a project request order shall be at the discretion of the Department.
- 6.1.4. Hourly rates will be categorized into Project Management, Facilitation, Health IT Architect, Policy Analyst and Other (Other is for non-Key Personnel).
- 6.1.5. Rates shall be based on that work done exclusively by the individual designated as Key Personnel or other Personnel doing the work for each rate.

**6.1.6. DELIVERABLES/TASKS TABLE**

<b>Section</b>	<b>Section Name</b>	<b>Deliverable</b>	<b>Due Date</b>	<b>Fixed Price or Project request order</b>
5.1.8.2.3.1	Communication Requirements	Communications Plan	Within 10 business days after the Effective Date	Fixed Price
5.1.10.2.1	Business Continuity	Business Continuity Plan	10 days after Contract Effective Date	Fixed Price
5.3.1.9	General Project Management	Bi-weekly Project Management Updates	Every two (2) weeks after effective date	Fixed Price
5.3.1.10.3.15. 3.1.10.5.1	General Project Management	Kick-off Meeting 1. Agenda 2. Kick-off Project Status Report	1. 5 days prior to Kick-off Meeting 2. 5 days after Kick-off meeting	Fixed Price
5.3.5.1.3.11	Stakeholder meeting facilitation and support related to HIO and OeHI	Meeting documentation (for stakeholder meetings and managing logistics)	As defined in the Project request order	Project Request Order
5.3.2.1.6	eHealth Commission Workgroups	Workgroup meeting documentation	As defined in the Project request order	Project Request Order
5.3.2.2.2.1	Workgroup Research and Subject Matter Expertise	Workgroup research status reports	As defined in the Project request order	Project Request Order
5.3.2.1.3.1	Research and Analysis Consulting for RFPs	Research and analysis status reports	As defined in the Project request order	Project Request Order
5.3.3.1.1	IAPD-U for Health IT and HIE: Discovery and Assessment	Assessment of Artifacts for Health IT and HIE APDs  Completed Interviews with Departmental Leadership with interview summary	As defined in the Project request order	Project Request Order
5.3.3.1.2.11.1 5.3.3.1.2.11.3	APD-U	Draft of the Health IT and HIE APD Update	As defined in the Project request order	Project Request Order

5.3.3.1.2.15.1		Final Health IT APD Update for Submission to CMS		
5.3.3.1.2.16		CMS Questions and Responses to Health IT and HIE APD Update  Final Health IT and HIE APD Update to respond to CMS questions, if needed.		
5.3.4.1.6.4.1	SMHP Updates	Annual SMHP Updates	As defined in the Project request order and aligned with final delivery of the APD-U, or as directed by the Department or CMS	Project Request Order
5.3.7.1.1.2.1	Ad-hoc Project Management and Operational Support	Ad-hoc Project Management and Operational Support Recommendations	Monthly within five (5) Business Days after the end of the month that the report covers	Project Request Order
5.5.3.1.1.1	Closeout	Closeout Plan	Thirty (30) days following the Effective Date.	Fixed Price

## **6.2. INVOICING AND PAYMENT PROCEDURES**

- 6.2.1. The Contractor shall invoice the Department on a monthly basis, by the fifteenth (15th) Business Day of the month following the month for which the invoice covers. The Contractor shall not invoice the Department for a month prior to the last day of that month.
- 6.2.2. The invoice shall contain all of the following for the month for which the invoice covers:
  - 6.2.2.1. The cost for the fixed fee deliverables of the project, described in Section 6.1.6, only if the deliverables described was accepted by the Department and received by their required due dates for the month that the invoice covers.
  - 6.2.2.2. The cost for all work performed by the Contractor as a result of Project Request Orders during the month at the rates described in Section 6.1.4.
- 6.2.3. Payment of Invoices
  - 6.2.3.1. The Department shall remit payment to the Contractor, for all amounts shown on an invoice, after the Department's acceptance of that invoice. Acceptance of an invoice shall not imply the acceptance or sufficiency of any work performed or deliverables submitted to the Department during the month for which the invoice covers or any other month. The Department shall not make any payment on an invoice prior to its acceptance of that invoice.
  - 6.2.3.2. The Department will review the submitted invoice, and compare the information contained in the invoice to the Department's information. The Department will only accept an invoice after it has reviewed the information contained on the invoice and determined that all amounts are correct.
  - 6.2.3.3. In the event that the Department determines that all information on an invoice is correct, the Department shall notify the Contractor of its acceptance of the invoice, in writing.
  - 6.2.3.4. In the event that the Department determines that any information on an invoice is incorrect, the Department will notify the Contractor of this determination and what is incorrect on the invoice. The Contractor shall correct any information the Department determined to be incorrect and resubmit that invoice to the Department for review.
    - 6.2.3.4.1. The Department will review the invoice to ensure that all corrections have been made.
    - 6.2.3.4.2. If all information on the resubmitted invoice is correct, the Department will accept the invoice.
    - 6.2.3.4.3. If any information on the resubmitted invoice is still incorrect, then the Department will return the invoice to the Contractor for correction and resubmission.

- 6.2.3.5. In the event that the Contractor believes that the calculation or determination of any payment is incorrect, the Contractor shall notify the Department of the error within thirty (30) days of receipt of the payment or notification of the determination of the payment, as appropriate. The Department will review the information presented by the Contractor and may make changes based on this review. The determination or calculation that results from the Department's review shall be final. No disputed payment shall be due until after the Department has concluded its review.
- 6.2.3.6. Notwithstanding anything to the contrary in the Contract, all payments for the final month of the Contract shall be paid to the Contractor no sooner than ten (10) days after the Department has determined that the Contractor has completed all of the requirements of the Closeout Period.

**6.3. BUDGET**

- 6.3.1. The Department has a maximum available amount for each year of this project. Any proposal that has a total price that exceeds the Department's maximum available amount for SFY 2017-18 through SFY 2020-21 shall be rejected without further consideration. The Department's maximum available amount for this project is \$500,000 per SFY. The Department and Contractor will negotiate a prorated amount for SFY 2016-17 between the Contract Start Date and June 30, 2017.

## **SECTION 7.0 EVALUATION METHODOLOGY**

### **7.1. EVALUATION PROCESS**

- 7.1.1. The evaluation of proposals will result in a recommendation for award of the Contract. The award will be made to the Offeror whose proposal, conforming to the solicitation, will be most advantageous to the State of Colorado, price and other factors considered.
- 7.1.2. The Department will conduct a comprehensive, thorough, complete and impartial evaluation of each proposal received.
- 7.1.3. The Department will select a vendor in compliance with C.R.S. §24-103-203(7) which states, “The award shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the state, taking into consideration the price and evaluation factors set forth in the request for proposal”
- 7.1.4. The Department encourages proposals from Service-Disabled Veteran Owned Small Businesses. Each Offeror that is a Service-Disabled Veteran Owned Small Businesses should submit verification that it is incorporated or organized in Colorado or maintains a place of business or has an office in Colorado and is officially registered and verified as a Service-Disabled Veteran Owned Small Business by the Center for Veteran Enterprise within the U.S. Department of Veterans Affairs. ([www.vip.vetbiz.gov](http://www.vip.vetbiz.gov))

### **7.2. EVALUATION COMMITTEE**

- 7.2.1. An Evaluation Committee will be established utilizing measures to ensure the integrity of the evaluation process. These measures include the following:
  - 7.2.1.1. Selecting committee members who do not have a conflict of interest regarding this solicitation.
  - 7.2.1.2. Facilitating the independent review of proposals.
  - 7.2.1.3. Requiring the evaluation of the proposals to be based strictly on the content of the proposals.
  - 7.2.1.4. Ensuring the fair and impartial treatment of all Offerors.
- 7.2.2. The objective of the Evaluation Committee is to conduct reviews of the proposals that have been submitted, to hold frank and detailed discussions among themselves, and to recommend an Offeror for award.
- 7.2.3. Proposals will be evaluated by the Evaluation Committee using the evaluation criteria in Section 7.5. The evaluators will consider whether all critical elements described in the solicitation have been addressed, the capabilities of the Offeror, the quality of the approach and/or solution proposed, the price and any other aspect determined relevant by the Department.
- 7.2.4. The Evaluation Committee will determine which proposal is the most advantageous to the State of Colorado by performing a value analysis.
- 7.2.5. The Evaluation Committee will perform a value analysis by comparing the technical differences among proposals and whether these differences justify paying the cost differential provided in each Offeror’s proposal.

- 7.2.5.1. A Service-Disabled Veteran Owned Small Business may be given up to a 5% preference in the sole discretion of the Department.
- 7.2.6. The Evaluation Committee will have discretion in determining the manner and extent to which it will utilize technical and cost evaluation results. For example, the Evaluation Committee may award to an Offeror with higher costs if the Committee determines that the benefits of the technical differences for that Offeror's proposal outweigh the proposal's cost difference.
- 7.2.7. Based on the Evaluation Committee's value analysis, the Committee will determine which Offeror is most advantageous to the State. The Evaluation Committee will explain its value analysis and the determination in a written document.
- 7.2.8. The Evaluation Committee may, if it deems necessary, request clarifications, conduct discussions or oral presentations, or request best and final offers. The Evaluation Committee may adjust its scoring based on the results of such activities. However, proposals may be reviewed and determinations made without such activities. Offerors should be aware that the opportunity for further explanation might not exist; therefore, it is important that all proposal submissions are complete.

### **7.3. COST PROPOSAL**

- 7.3.1. Offerors should complete the tables in Sheet 1, Deliverables and Other Costs, of Appendix D - Pricing Worksheet by providing a price for Fixed Price Deliverables for the entire Contract term (Table A). Offerors should also include annual costs for Project Request Orders for each year of the Contract (Table B). Offerors should provide the total proposed cost for the contract (total from Table A and Table B) in Table C. The total project budget (fixed price deliverables and annual costs for Project Request Orders) shall not exceed the total project budget. The maximum budget can be found in RFP Section 6.3
- 7.3.2. To inform the Department on how much of the fixed budget the Offeror expects to receive for the scope of work covered under this RFP provide budget estimates for the following Scope of Work Requirements.
  - 7.3.2.1. Deliverables and Other Costs, of Appendix D - Pricing Worksheet by providing a price for Fixed Price Deliverables for the entire Contract term (Table A).
    - 7.3.2.1.1. General Project Management of this Contract, including general requirements under the RFP, Communications Plan, Business Continuity Plan, Bi-weekly Project Management Updates, Kick-off Meeting, Closeout Plan, and Project Request Order process.
    - 7.3.2.2. Deliverables and Other Costs, of Appendix D - Pricing Worksheet by providing a price for Project Request Orders for each year of the Contract (Table B).
      - 7.3.2.2.1. Stakeholder meeting facilitation and support related to HIO and OeHI
      - 7.3.2.2.2. eHealth Commission Workgroups
      - 7.3.2.2.3. Workgroup Research and Subject Matter Expertise
      - 7.3.2.2.4. Research and Analysis Consulting for RFPs

- 7.3.2.2.5. IAPD-U for Health IT and HIE: Discovery and Assessment
- 7.3.2.2.6. APD-U
- 7.3.2.2.7. SMHP Updates
- 7.3.2.2.8. Ad-hoc Project Management and Operational Support
- 7.3.3. Offerors should also provide rates for each Personnel Category in Sheet 2, Rates, of Appendix D – Pricing Worksheet. Hourly rates are categorized into Project Management, Facilitation, Health IT Architect, Policy Analyst and Other (Other is for non-Key Personnel).

**7.4. COMPLIANCE**

- 7.4.1. It is the Offeror’s responsibility to ensure that Offeror’s proposal is complete in accordance with the direction provided within all solicitation documents. Failure of an Offeror to provide any required information and/or failure to follow the response format set forth in Appendix A, Administrative Information, may result in the disqualification of that Offeror’s proposal.

**7.5. PROPOSAL EVALUATION CRITERIA**

- 7.5.1. The evaluation criteria to be used in evaluating the proposals are as follows:

Organizational Experience
Key Personnel & Sufficient Personnel
Approach to Statement of Work
Price