



SCG
HEALTH

REQUEST FOR PROPOSAL GROUP MIPS REGISTRY REPORTING SERVICES

RFP-2019-ORTHO-EVC Updated 9/18/2019

Abstract

A large medical provider is looking for a registry vendor to support their Medicare quality reporting activities for 2020 as a Group with 100+ eligible professionals

Jennifer Searfoss
jen@scghealth.com

Contents

Introduction.....	2
Project goals.....	2
Schedule of events	3
Question and answer period.....	3
Addendum or supplement to request for proposal	3
Basis of award.....	4
ATTACHMENT 1: TIER 1 – Qualification statement.....	6
ATTACHMENT 2: TIER 2 – Technical proposal.....	8
ATTACHMENT 3 – Cost proposal	10
Reciprocal nondisclosure agreement	11

Date mailed: 9/19/2019
Buyer contact: Jennifer Searfoss, Esq.
Tel: 703-729-3051 (d)
Fax: 888-971-4118
Email: jen@scghealth.com

Question due date: 10/1/2019
Submittal due Date: 10/15/2019
3 pm Eastern Time

Return response via mail, email or fax to:
SCG Health
Re: RFP-2019-~~TBD~~DORTHO-EVC
P.O. Box 4186
Ashburn, Virginia 20148

Email: support@scghealth.net
Fax: 888-971-4118

The web address to download this document or any updates until the submittal due date is
<https://MIPSAcademy.com/rfp>.

Deviations from specifications: Any deviation from the specifications shall be identified and fully described. The right is reserved to accept or reject quotations on each item separately, or as a whole, and to waive any irregularities in the quotation; irregularities may, however, render the quotation non-responsive.

Public disclosure: All materials submitted in response to this solicitation become a matter of public record and shall be regarded as public record.

Designation of Confidential Information: The Buyer will recognize as confidential only those elements in each response, which are clearly marked as “TRADE SECRET,” “CONFIDENTIAL,” or “PROPRIETARY.” Vague designations and blanket statements regarding entire pages or documents are insufficient and shall not bind SCG Health or the Buyer to protect the designated matter from disclosure.

SCG Health and Buyer are not liable for required disclosure: SCG Health and Buyer shall not in any way be liable or responsible for the disclosure of any records if they are not plainly marked “TRADE SECRET,” “CONFIDENTIAL,” or “PROPRIETARY,” or if disclosure is required by law or by an order of the court.

Introduction

SCG Health is an authorized consultant for the Buyer and facilitating the publication and distribution of this Request for Proposals. The Buyer is a single specialty ambulatory medical group practice with 250 eligible clinicians performing services in the orthopedic surgery specialty and ancillary services including podiatry, physical therapy, and imaging. The group is one of the largest integrated groups of orthopedic surgeons in the country and is committed to providing patients with the highest standard in personalized care, professional environments, state-of-the-art equipment, convenient locations and a broad range of insurance options. The Buyer's core goal is to help their patients feel better as quickly as possible, using the best and most up to date therapies and practices. For MIPS reporting in 2018 and 2019, the Buyer did and is reporting MIPS data through SCG Health as a QCDR.

Project goals

Buyer is soliciting competitive proposals from qualified vendors to provide a professional turnkey solution for Merit-based Incentive Payment System (MIPS) reporting as mandated by the Centers for Medicare & Medicaid Services (CMS).

For the 2020 calendar year, the Buyer must achieve a minimum score of forty-five (45) points across four (4) performance categories in order to negate a 9% penalty on Medicare payments. This includes submitting a minimum of six (6) Quality measures as well as additional measures in at least one other category. The Buyer's intent is to submit data in three categories in order to achieve eighty (80) points and receive a small bonus.

The purpose of this RFP is to secure competitive bids from CMS certified vendors whom meet the requirements outlined further in this document. This RFP is limited to MIPS data.

We expect to have resources assigned to this project with several years' experience with these requirements and orthopedic practices. We expect the vendor to actively guide the Buyer in preparing the data needed by the vendor shortly after contract signing and that all measures will be submitted by the vendor and accepted by CMS before the March 31, 2021 deadline.

Those assigned to the Buyer's account must be able to navigate a variety of Electronic Medical Records (EMRs) as well as being able to learn to navigate new ones. The Vendor must have the ability to inform the Buyer's physicians and administrators on how measures are collected through each EMR and be able to provide support when requested. The Vendor must also have the ability to collect and process claims and billing data when EMR data is not available. Additionally, the Vendor must have the ability and skill set to aggregate disparate data feeds from various sources into a group (TIN level)

Currently the Buyer has eight (8) EMRs in use throughout the company:

- AthenaHealth
- Chartlogic
- eClinicalWorks
- ExScribe
- GloEMR
- NextGen
- PhoenixOrtho
- SRSsoft

The Vendor is expected to extract data from each EMR and generate reports no less than four (4) times in a calendar year and offer ways to improve low performing measures. It is highly desirable if the Vendor is able to provide TIN level, division level and NPI level reports to the Buyer. Today, the Buyer accesses reports generated every other month online with drill down capabilities. The Vendor is also expected to meet with the Buyer's leadership once a month to discuss performance and perform Improvement Activities.

The Vendor will submit the files to CMS for six (6) or more MIPS or eCQM measures, four (4) Improvement Activities and all required elements of the Promoting Interoperability category. The Vendor will provide the Buyer with the measure specifications and. Buyer expects the Vendor to submit the required MIPS data to CMS, correct errors and ultimately ensure the MIPS data is accepted by CMS before the submission deadline via Group reporting.

Bidders must carefully review the following scope of work and attached technical specifications. Any exception should be clearly identified at time of proposal submission. Proposal must address all of the listed requirements in the order presented with a response acknowledging an understanding of the requirements and approach to fulfilling the requirements. Your proposal must adhere to the scope of work specifications.

Schedule of events

Release of Request for Proposals	September 19, 2019
Deadline for submission of written questions or request for clarification	October 1, 2019
Deadline for submission	October 15, 2019
*Completion of proposal evaluation, award of contract	December 6, 2019
*Expected execution of contract	December 13, 2019
*Awardee commencement of project	December 16, 2019
* Approximate date only	

Question and answer period

Questions or requests for clarification regarding the RFP must be submitted to SCG Health, Jennifer Searfoss, via email no later than October 15, 2019 by 3:00 pm EDT. Individual questions will not be answered directly to submitter. All questions submitted shall be responded to as an addendum to the RFP. The addendum will be provided to each qualified responder of record via email and posted on the site SCGhealth.com/RFP. The identity of the submitter of any particular question will not be disclosed. Inquiries and questions regarding this RFP will not be entertained after October 1, 2019. Answers will be posted by 3 pm EDT October 4, 2019.

Addendum or supplement to request for proposal

The Buyer may modify the RFP prior to the RFP due date by issuance of amendments sent by email, facsimile, overnight courier or mail to all vendors who receive a copy of this RFP from SCG Health. Amendments will be clearly marked as such. Each amendment will be numbered consecutively and will become part of this RFP. Any vendor who fails to receive such amendments shall not be relieved of any obligation under this quotation as submitted. SPECIFICATIONS OR RFP REQUIREMENTS MAY BE REVISED ONLY THROUGH WRITTEN NOTICE OF ADDENDUM ISSUED BY JENNIFER SEARFOSS, SCG HEALTH AUTHORIZED CONSULTANT FOR THE BUYER. CHANGES BY ANY OTHER INDIVIDUAL ARE NOT AUTHORIZED.

Basis of award

Bids selection criteria will include but not be limited to the following:

- 1) The number of years company has been in business
- 2) The number of employees
- 3) The number of years company has been a CMS certified PQRS registry, PQRS QCDR, MIPS registry or MIPS QCDR
- 4) The number of MIPS Registry clients. Breakdown client types by total, individual providers, larger group practices, group reporting large medical group practices and orthopedic single specialty practices
- 5) Average number of providers per client
- 6) Project team
 - i. Ability to commit project team to complete go live in under 1 month.
 - ii. Implementation and planning experience
 - iii. Experience with similar engagements
 1. The vendor plan for performing the work
 2. The vendor staff shall have worked on at least 2 projects prior and preferably with multiple electronic health record vendors and with orthopedic practices
 3. Vendor shall provide at least 3 examples and references of performance on similar projects that the vendor has completed
- 7) References for similar engagements if not already provided
- 8) The number of 2019 MIPS measures for which the vendor has currently obtained endorsement as a CMS qualified registry or QCDR
- 9) Date in 2019 on which vendor obtained CMS endorsement for 2020 measures as a CMS qualified registry or QCDR (this may be forthcoming or anticipated)
- 10) Number of clients or percent of providers for which vendor was unable to submit data successfully to CMS
- 11) Historical reports from CMS describing errors in submission for correction
- 12) Description of availability of tools and reports to assist with determining optimal measures on which to report
- 13) Percent of 2019 submissions using group reporting option
- 14) Examples of reports provided to providers; details on availability and drill down from TIN to division to individual clinician
- 15) Description of support services provided to provider clients for improvement in Quality and Promoting Interoperability performance and completion of Improvement Activities

Any resulting contract will be awarded on a lowest cost per quality point basis using the criteria shown below. Quality points will be awarded for factors other than cost. Quality points, the number being predetermined by the Buyer, will be awarded by category dependent upon the relative importance of each category.

Proposals will be evaluated using a two-tier evaluation. Responses shall initially be evaluated for factors listed in Tier 1 Qualification Statement, Attachment 1. To be eligible to advance to Tier 2 Technical Proposal, Attachment 2 a Bidder must receive at least seventy (70%) of the available Tier 1 quality points. Those Bidders receiving less than (seventy) 70% of the total quality points in the Tier 1 evaluation shall be eliminated from further consideration. Qualified Bidders must also receive at least 70% of available points in the Tier 2 evaluation to be considered for award.

To determine the lowest cost per quality point, each Bidder's quoted fee, as specified in the Cost Proposal, Attachment 3, will be divided by the total quality points awarded to that particular Bidder's

response for Tier 2 Technical Proposal and, if necessary, vendor presentations. More than one person may evaluate responses. If evaluated by two or more individuals, an average of all the quality points awarded per category will be used.

The Bidder with the lowest cost per quality point shall be given the opportunity to enter into negotiations with the Buyer if the cost is within the project funding allotment and Bidder's proposal is in compliance with all terms and conditions expressed within the RFP document. If the Buyer and Bidder are unable to come to satisfactory terms, the Buyer reserves its right to pursue other alternatives, including, but not limited to, awarding the opportunity to negotiate with the next lowest cost per quality point Bidder.

Responses that are incomplete in that there has been failure to respond in all of the requested areas may be disqualified. The Buyer reserves the right to set the criteria for and make this determination independently in each case.

The Buyer reserves the right to accept, reject or waive any irregularities in any proposal. The Buyer reserves the right to reject all responses received in response to this request.

An agreement shall be entered into only after it has been determined that prices are reasonable. The Buyer reserves the right to have the Bidder provide supporting documentation justifying Bidder's pricing and Bidder's ability to meet proposed the Buyer agreement obligations prior to issuance of an award or agreement. Any proposal that appears to have unrealistically low prices or other implausible terms may be rejected, in the Buyer's sole discretion.

ATTACHMENT 1: TIER 1 – Qualification statement

YOUR PROPOSAL MUST INCLUDE A RESPONSE TO EVERY QUESTION AND SECTION THAT REQUESTS INFORMATION, REFER TO THE SECTION AND CORRESPONDING ITEM NUMBER.

Failure to provide the information necessary to fully evaluate the bid response may result in disqualification of the bid.

The Qualification Statement must contain a description of the Bidder's corporate qualifications, area of expertise, and prior experience with providing services similar to those described in this RFP, including, but not limited to the following:

1. Company Ownership and Management

- a. Company name
Address
Phone
Fax
E-mail
Internet address
- b. Provide names and titles of company principals.
- c. When was your company founded?
- d. Who owns the company? If a subsidiary of another company, please provide name and location of headquarters.
- e. Provide the name and title of the individual, telephone number, and e-mail address with whom to communicate if further information about your proposal is desired.

2. Company Organization and Staff

Identify by name all firm staff to be involved in the project as well as engaged in management/oversight. Provide profiles or resumes for all of these individuals. Please include a description of experience, qualification, and expertise that your company will provide.

Changes in firm staff assignments following the due date for proposals will not be allowed without prior approval of the Buyer. The Buyer reserves the right to terminate the agreement at any time if any firm staff assignments are unacceptable to the Buyer.

The successful Bidder will perform all work. Subcontracting by the Bidder will not be allowed.

3. Company Experience

- a. Describe your firm's area of expertise and prior experience with similar projects as specified in the RFP. Address as many of the questions noted above in the section titled "Basis of Award" here describing experience and current provider client base.
- b. Does your company have experience leading projects affecting operations at ambulatory medical single specialty practices? Please detail, if so.

4. References

Provide organization names and specific individual contacts for at least two similar projects you have conducted for other clients in the past two years that may furnish a reference. The references may be from current or prior clients and at least two should correspond to the two case histories that will be

documented in Tier 2. The references will be used as a basis for inquiry concerning the Bidder's quality of service. Furnishing incorrect and/or incomplete reference information may lead to bidder's elimination from consideration for award. The decision to eliminate Bidder from consideration for award for poor reference checks or for incorrect and/or incomplete reference information shall be at the sole discretion of the Buyer and shall not be subject to appeal.

5. Attestations

Please indicate your compliance with the terms and conditions specified in the RFP, including the federal requirements of a HIPAA Business Associate. Please include a signed copy of the Reciprocal Non-Disclosure Agreement (attached.)

ATTACHMENT 2: TIER 2 – Technical proposal

YOUR PROPOSAL MUST INCLUDE A RESPONSE TO EVERY QUESTION AND SECTION THAT REQUESTS INFORMATION. REFERENCE THE SECTION AND CORRESPONDING ITEM NUMBER NOTED BELOW IN THE FORMATTING OF YOUR RESPONSE.

Business and Technical Requirements

The Buyer has an aggressive project timeline and the following requirements must be met or exceeded:

1. Finalize the contract by December 12, 2019.
2. Vendor will provide the Buyer with report specifications and format needed for claims data, lab data, pharmacy claims data, and other clinical data as required by December 15, 2019.
3. Vendor will submit approved measures to CMS before the March 31, 2021 deadline.
4. Must comply with all local, State and Federal laws with emphasis on the employee hiring laws. Successful Bidder must sign a Business Associate Agreement and adhere to HIPAA guidelines.

Failure to provide the information necessary to fully evaluate the bid response and/or providing a response that is not customized to address the requested information may result in disqualification of the bid.

1. Project Summary

Provide a narrative summary of your understanding of the project, described in Project Goals and Basis of Award.

2. Methodology

Provide an outline of your firm's approach to the project as follows:

Description of how assessed opportunity will be presented, including:

- i. Determination of current and optimal
 1. Operations efficiency and
 2. Material utilization
- ii. Specific prescribed activities necessary for each phase and sub-phase of the project
- iii. Final expected timelines for each phase and sub-phase
- iv. Financial impacts possible from various optimizations, phases and sub-phases; redress if financial impacts are not achieved as forecasted within the expected timelines

Description of typical methods used in your firm's experience, including:

- v. Citation of client (staff, management and physician, as appropriate) involvement and time commitment by phase/sub-phase
- vi. Any requisite client capabilities, data mining, purchased software or other tools, by phase/sub-phase
- vii. Long-term sustainability of financial impact

Description of any other resources the Buyer is required to provide. Specifically provide detailed information on the type and number of each resource along with the timing when they may be needed relative to the phases.

3. Documentation and Project Status

Provide a detailed description of how project documentation will be provided to the Buyer management during and at the close of the engagement. Outline how status reports will be rendered in terms of frequency, format and personnel involved during various phases of the project.

4. Timeline

Provide an initial proposed timetable for completion of phases, sub-phases and tasks related to the project.

5. Case Studies

Provide two brief case histories of similar projects you have conducted for other institutions. Please specifically name the clients, linking to information provided in Tier 1, Qualification Statement, 4. References. Please structure your response to include:

- 1) The situation – Describe the client and problem(s) they presented to your firm
- 2) The task – Explain the problem(s) the client presented and/or that your firm identified
- 3) The actions – Detail the steps taken to address the issue(s)
- 4) The results – Describe the results achieved, how those were met and/or were different from what was originally forecasted

6. Other Information

Describe any other company experience you believe would be relevant or useful if you were to be awarded the project.

ATTACHMENT 3 – Cost proposal

The Bidder must include definitive information regarding the payment schedule, to include the following:

1. A detailed cost proposal outlining total cost related to the project, including:
 - a. Consultant fees, hourly rate of employees, number of hours for specified employees assigned to this project.
 - b. Overhead labor cost, if any
 - c. Printing and reproduction
 - d. Telephone charges
 - e. Shipping of reports
 - f. All other ancillary charges
2. If you are proposing other reimbursable expenses (e.g. travel) a “not to exceed” figure must be provided for all such expenses.
3. A description of additional charges for any extra services.

If a Bidder’s fee proposal is not clear to the evaluation committee, fails to address any of the points (1 -3) above or does not distinguish Phase 1, 2, 3 and 4 total costs, the proposal will be considered non-responsive and the proposal will be disqualified from further consideration.

Reciprocal nondisclosure agreement

THIS AGREEMENT, effective October 15, 2019 is between Vendor and the Searfoss Consulting Group, LLC and (“Consultant”) the Consultant’s confidential client (“Buyer”).

The parties agree as follows:

1. In connection with ongoing discussions between the parties concerning the registry reporting (“Project”), either party may find it beneficial to disclose to the other party certain confidential or proprietary information in written, oral or other tangible or intangible forms which may include, but is not limited to, data for hospital or professional services, patient information systems and development, patient statistics, patient outcome information, policy and procedures, business contacts, financial information, information regarding services, discoveries, ideas, concepts, know-how, techniques, designs, diagrams, data, computer programs, service development, accounting information and policies, telephone line usage, business plans, marketing and advertising information or other documents prepared by either party or their representatives containing or based in whole or in part on any information furnished to them by the other party or its representative ("Confidential Information"). Such Confidential Information if in written form will be marked to indicate its confidential nature, and if oral, the disclosing party shall indicate orally its confidential nature and summarize it in writing and send it to the receiving party within 30 (thirty) days.
2. Each party understands that, except as otherwise agreed in writing, the Confidential Information which it may receive concerning the other party's future plans with respect to the Project is tentative and is not intended to represent firm decisions by the other party concerning the implementation of such plans. Confidential Information provided hereunder, by one party to the other, does not represent or imply any commitment beyond the express terms of this Agreement.
3. Unless otherwise required by law, one party and its representatives will use best efforts to not, without the prior written consent of the other parties, disclose to any person (other than those actively and directly participating in the Project) any Confidential Information.
4. With respect to Confidential Information received from the disclosing party under this Agreement, the other party shall:
 - a. hold such Confidential Information in confidence with the same degree of care with which it protects its own respective confidential and proprietary information;
 - b. restrict disclosure of the Confidential Information solely to its respective (i) employees, agents and contractors with a need to know such Confidential Information and advise those persons of their obligations hereunder with respect to such Confidential Information; or (ii) to the extent such disclosure is required (but redacted to the greatest extent possible) to comply with applicable law or legal process provided that the disclosing party shall seek confidential treatment of such Confidential Information;
 - c. use the Confidential Information only as needed for the purposes of the Project;
 - d. except for the purposes of the Project, not copy or otherwise duplicate such Confidential Information or knowingly allow anyone else to copy or otherwise duplicate such Confidential Information, and any and all copies shall bear the same notices or legends, if any, as the originals; and
 - e. on request, promptly return to the disclosing party all Confidential Information in a tangible form or certify to the disclosing party that it has destroyed such Confidential Information.

5. Neither of the parties shall have an obligation to preserve the confidential or proprietary nature of any Confidential Information which:
 - a. was already known to the party free of any obligation to keep it confidential at the time of its disclosure by the disclosing party as evidenced by written records prepared prior to such disclosure; or
 - b. is or becomes publicly known through no wrongful act of the party to which the Confidential Information was disclosed; or
 - c. is rightfully received from a third person having no direct or indirect secrecy or confidentiality obligation with respect to such Confidential Information; or
 - d. is independently developed by an employee, agent or contractor of the party, not associated with the Project and who did not have any direct or indirect access to the Information; or
 - e. is approved for release by written authorization of the disclosing party.

6. This Reciprocal Nondisclosure shall apply to all Confidential Information relating to the Project disclosed by one party to the other party under this Agreement, the term of which shall be 4 (Four) years from the effective date hereof unless extended by the parties. At the completion of the term of this Agreement, all information in tangible form shall be returned to the disclosing party. The duty to keep the Confidential Information confidential shall continue beyond the term of this Agreement for a period of 1 (one) year.

7. Nothing contained in this Reciprocal Nondisclosure shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information.

8. This Reciprocal Nondisclosure shall benefit and be binding upon the parties hereto and their respective subsidiaries, affiliates, successors and assigns.

9. This Agreement shall be governed by and construed in accordance with the laws of the State of Virginia, irrespective of its choice of laws principles.

10. Any notice required to be given hereunder shall be mailed to the parties as follows:

For Vendor: _____ _____ _____	For Consultant/Buyer: Jennifer Searfoss SCG Health, LLC PO Box 4186, Ashburn, VA 20148
-------------------------------------	--

11. If any party to this Agreement shall take any action to enforce this Agreement or bring any action or commence any arbitration for any relief against any other party, declaratory or otherwise, arising out of this Agreement, the losing party shall pay to the prevailing party a reasonable sum for attorneys' and experts' fees and costs incurred in bringing such suit or arbitration and/or enforcing any judgment granted therein, all of which shall be deemed to have accrued upon the commencement of such action or arbitration and shall be paid whether or not such action or arbitration is prosecuted to judgment. Any judgment or order entered in such action or arbitration shall contain a specific provision providing for the recovery of attorneys' and experts' fees and costs incurred in enforcing such judgment. For purposes of this Section, attorneys' and experts' fees and costs shall include, without limitation, fees and costs incurred in the following: (a) post-judgment motions; (b) contempt proceedings; (c) garnishment, levy, and debtor and third party examinations; (d) discovery; and (e) bankruptcy litigation.

12. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understandings. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all the parties. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

To witness their understanding, the parties have caused this Agreement to be signed by their duly authorized representatives.

Buyer: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Address: _____

Vender: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Address: _____

Consultant: SCG Health, LLC _____

Signature: _____

Printed Name: Jennifer Searfoss, Esq., CMPE _____

Title: Chief Executive Officer _____

Date: _____

Address: P.O. Box 4186
Ashburn, VA 20148-4186 _____