CIVHC

CENTER FOR IMPROVING
VALUE IN HEALTH CARE

Request for Proposal

Data Management Vendor(s) for
Colorado's All Payer Claims Database

Issue Date
October 9, 2024

Navigation

1   Introduction and RFP Terms

The Center for Improving Value in Health Care (CIVHC) is an independent non-profit that equips partners and communities in Colorado and across the nation with the resources, services and unbiased data needed to improve health and health care. As the designated administrator of Colorado's All Payer Claims Database (CO APCD), CIVHC oversees the collection of health care claims and payment data from Colorado's public and private health care insurers and uses that information to promote price transparency, inform policy, advance health equity, conduct research, and much more. We are objective, solution-oriented, and maintain the highest integrity in the work we do.

This document describes the desired services, related system information, the format of the proposal and the procurement process for the set of services needed to collect, operate, analyze and disseminate CO APCD data and analytics. The required data management services are grouped into three Domains:
>   Domain 1: Data Collection, Quality, Processing and Enhancements
>   Domain 2: Identity Management
>   Domain 3: Enclave, Data Marts and Data Access

CIVHC seeks proposals from experienced, highly qualified Bidders that meet or exceed Minimum Bidder Qualifications and demonstrate capacity to advance the CO APCD over the next three years.
CIVHC will accept proposals that address one, two, or all three Domains and is open to proposals from a variety of vendor arrangements, including but not limited to a prime vendor working with partners or subcontractors or a single company bidding on one or more Domains. For the purposes of this document, an entity submitting a proposal will be a "Bidder."

The initial contract period, for any contract awarded as a result of this RFP, will have an initial term of three years starting in summer 2025 with the potential to extend by up to four additional years. As detailed in RFP Appendix 2, Standard Contract Terms and Conditions, CIVHC may at its option, and sole discretion, extend any such contract as specified therein.

An awarded contract will consist, at a minimum, of these elements:

1. Request for Proposal
2. Attachments:
    a. Response to the RFP (Section 4 of the RFP)
    b. Worksheet file "Bidders Attachments to the RFP"
    c. Key Personnel and Project Staffing
    d. Cost Proposal Templates
3. Data Collection and Reporting Schedule; Transition Schedule
4. Standard Contract Terms and Conditions (See RFP Appendix 2) including:
    a. Business Associate Agreement
    b. Service Level Requirements
    c. Insurance Requirements

1.1   Schedule of RFP Events

Schedule of RFP Events	Date
RFP Issue Date	October 9, 2024
Question Period Opens	October 9, 2024
Pre- Response Informational Webinar	October 30, 2024 at 12 PM MST
Question Period Closes	November 15, 2024
Nonbinding Intent to Bid	November 22, 2024
Question & Answers Available	December 5, 2024
Proposals Due	January 15, 2025
Anticipated Demonstrations	Mid-February through early March, 2025
Anticipated Contract Start	July 1, 2025

1.2   Questions

Questions regarding this RFP must be submitted in writing. Questions regarding this RFP are due by close of business (5:00pm MT) on the date specified in Section 1.1 Schedule of RFP Events. Please use the Question Submission Form provided in the worksheet file "Pre-Bid Forms," preferably in worksheet format. All questions should be emailed to DataVendorRFP@civhc.org . Emails must be titled "Questions Regarding Data Management Vendor RFP" in the subject line of the email. Questions may be read and answered during the Pre-Response Informational Webinar; however, only written answers (made available by CIVHC) shall be treated as binding and part of this RFP. Answers will be anonymized and sent to all question submitters and Pre-Response Webinar attendees.

1.3   Pre-Response Informational Webinar

To assist in the preparation of your written proposal, a Pre-Response Informational Webinar will be held on the date specified in Section 1.1 Schedule of RFP Events. All prospective Bidders are invited to attend this webinar. A registration link will be posted on www.civhc.org on the CO APCD Data Manager RFP page. Questions may be submitted to CIVHC prior to the webinar and may be answered at that time, at CIVHC's discretion.

1.4   Non-Binding Intent to Bid

Each prospective Bidder must indicate its intention to submit a proposal response by signing and returning a copy of the Intent to Bid form included in the "Pre-Bid Forms" worksheet file by close of business (5:00pm MT) on the date specified in Section 1.1 Schedule of RFP Events. The form should be emailed to DataVendorRFP@civhc.org. Emails must be titled "Notice of Intention to Bid" in the subject line of the email. The Notice of Intention to Bid form is non-binding; submitting the form does not create an obligation to submit a proposal response or bid.
10

1.5   Proposal Deadline

Proposal responses are due to CIVHC offices, as well as via email, no later than 5:00pm MT on the date specified in Section 1.1 Schedule of RFP Events, and must conform to the submission format outlined in Section 4: Proposal Response Requirements.

1.6   Onsite Demonstrations

After a preliminary review of proposal responses, CIVHC may invite one or more top-scoring Bidders to demonstrate their services, tools, and capabilities as well as introduce key personnel to the RFP Evaluation Committee, onsite in Denver, CO. These demonstrations may be limited in duration, at CIVHC's sole discretion, and, if scheduled, will take place approximately on the dates specified in Section 1.1 Schedule of RFP Events.

1.7   Confidentiality of Responses

CIVHC agrees to treat Bidder's written responses to this RFP as Confidential Information and agrees to only share Confidential Information with the RFP Evaluation Committee, CIVHC staff, and its business advisors and associates to the extent as may be reasonably necessary for evaluation purposes, CIVHC's own business operations and other purposes, and to select and contract with any successful Bidder(s).

Notwithstanding the foregoing, Confidential Information shall not include information that: (1) was already lawfully known to CIVHC at the time of disclosure by the Bidder; (2) is disclosed to CIVHC by a third party who had the right to make such disclosure without any confidentiality restrictions; or (3) is, or through no fault of CIVHC has become, generally known to the public.

1.8   Changes/Modifications and Clarifications

When appropriate, CIVHC will issue revisions, substitutions, or clarifications as addenda to this RFP. Changes and/or modifications to the RFP shall be recognized only if in the form of written addenda issued by CIVHC. All changes and/or modifications will be posted on www.civhc.org on the CO APCD Data Manager RFP page; it will be each prospective Bidder's responsibility to check for changes and/or modifications.

1.9   Reservation of CIVHC Rights

CIVHC reserves all rights regarding this RFP, including, without limitation, the right to:

- Amend or cancel this RFP, or any portion thereof, without liability if it is in the best interest of CIVHC to do so;
- Reject any or all proposals received by reason of this RFP for any reason, at CIVHC's sole discretion;
- Waive any minor informality;
- Seek clarification of each proposal;

- Reject any proposal that fails to substantially comply with all prescribed solicitation procedures and requirements;
- Determine that a proposal does not meet Minimum Bidder Qualifications
- For bids on more than one Domain, consider each Domain independently of other Domains included in the proposal;
- Negotiate the Scope of Services described in this RFP and to negotiate any accompanying rates;
- Amend or extend the term of any contract that is issued as a result of this RFP;
- Engage any Bidder by selection or procurement for different or additional services independent of this RFP process and any contracts/agreements entered into pursuant hereto;
- Enter into direct negotiations to execute a contract with a responsive Bidder, in the event that the Bidder is the sole conforming proposer to this RFP, and CIVHC determines that the Bidder satisfies the Minimum Bidder Qualifications;
- Request a best and final offer from any Bidder.

1.10 Award Notice

Any successful Bidder(s) shall be notified by email. CIVHC will set the timeline for contract negotiation.

No information shall be given to any Bidder (or any other individual) relative to their standing with other Bidders during the RFP process. Bidders shall not release any information nor make any public statements regarding this procurement without the express permission of CIVHC.

1.11 Cost of Proposal Preparation

All costs incurred in preparing and submitting a proposal in response to this RFP shall be the responsibility of the Bidder and will not be reimbursed by CIVHC, including travel expenses to CIVHC for an onsite demonstration during the evaluation process, if requested by CIVHC.

1.12 Use of Subcontractors by a Prime or Lead Vendor

Subcontractors/partners are permitted, provided that their use is clearly indicated in the Bidder's proposal and the subcontractor(s) to be used is identified in the proposal. Finalists will be asked to provide evidence of subcontractor/partner commitment to the contract, if an award is made to the prime vendor.

The selected vendor serving as a prime or lead contractor shall provide CIVHC with direct access to those subcontractors or partners at all points during the contract term.

1.13 Definitions

Term	Definition
Bidder	An entity submitting a proposal in response to this RFP, including but not limited to individual companies and prime or companies leading a partnership or bringing subcontractors.

Term	Definition
Claims Data	The set of files provided by submitters, usually on a monthly basis: paid medical, dental, and vision claims, member enrollment, pharmacy claims and provider information.
Common Data Layout or CDL	The APCD-CDL™ is a trademarked, copyright-protected work, provided for non-commercial use free of charge.
DDL	Data Definition Language are SQL commands used to create, modify, and delete database tables.
Data Extract or Extract	Data files ready for transfer and upload into the Enclave or direct delivery to approved recipients containing medical, dental, vision, and prescription drug claims, member eligibility records, and provider file data and including all value-adds and enhancements.
Data Management	All functions related to developing production files for the end users.
Data Mart	A client-specific data warehouse or sectioned area designed to efficiently meet the reporting needs of a targeted subject area.
DMV	Data Management Vendor or Vendors responsible for the operation and administration of all data functions for the CO APCD under contracts resulting from this RFP.
Domain	One of three sets of functional requirements for which CIVHC anticipates entering into contractual agreement(s) as a result of this procurement.
Enclave	The secure repository for all CIVHC data; provides role-based access to data for authorized CIVHC users.
HCPF	The Colorado Department of Health Care Policy and Financing which maintains regulatory oversight over the Colorado All Payer Claims Database.
Linkage Data Files	Data ingested into the Enclave and available to analysts to augment or otherwise be incorporated into reports produced from Extracts and Non-Claims Payment files. Examples are vaccine and disease registry data; vital statistics; medical record information and finders' files.
Non-Claims Payment Files	Annual submissions separate and different from Claims data and requiring automated intake, data quality, production and access processes.
Personally Identifiable Information (PII)	Any representation of information that permits the identity of an individual to whom the information applies to be reasonably inferred by either direct or indirect means.
Protected Health Information (PHI)	Data elements as defined in HIPAA requiring highly secure storage and role-based access.
Production Views	CO APCD data available within the Enclave for use in analytics and reporting.
Service Level Agreement (SLAs):	Performance expectations and standards that must be met at the intervals and frequency identified for each item.

Term	Definition
Submitter Family	The health plan or lead reporting entity that may consist of one or more CO APCD submitters for the submission of the entire health plan's book of business to the CO APCD.
System Documentation	The documents(s) describing the Contractor's development, design and maintenance processes and the associated processes for changes or augmentations, user documentation, the design and approval process and performance monitoring.
Work Order	A document describing new functionality and containing a full statement of business requirements, timeline and milestones, expected outcomes and reference to a negotiated price.

2   Background

The Colorado All Payer Claims Database (CO APCD) is a large-scale database that systematically collects and aggregates enrollment, medical claims, dental claims, pharmacy claims, vision claims and provider data from commercial payers and public payers such as Medicare and Medicaid monthly and collects non-claim files on an annual basis. The data vendor(s) solicited in this RFP will provide professional services to transition and operate CO APCD in one or more of these areas: data collection and processing, identity management, and the secure data access environment. This may include, but is not limited to: seamlessly migrating the existing data from the current data vendor to the new proposed data management platform (if applicable); secure data collection and aggregation; developing and maintain the member and provider Composite IDs, claims editing and business processing; warehousing; specific report production; developing and maintaining a role-based data access and reporting system; supporting the data release process by fulfilling standardized and custom data extracts for a variety of users at CIVHC's request.

2.1   Overview of the CO APCD

In 2010, the Colorado General Assembly enacted House Bill 10-1330, *Advisory Committee to Establish a CO APCD for the Purposes of Transparent Public Reporting of Health Care Information*. This law directed the Colorado Department of Health Care Policy and Financing (HCPF) to appoint a CO APCD Administrator, and gave HCPF the authority to promulgate regulations that, among other things, require payers, both public and private, to provide person-level claims data for health services paid on behalf of enrollees. Colorado was one of the first states with a law requiring the creation of an APCD. In August 2010, HCPF appointed CIVHC, an independent 501(c)3 nonprofit organization, as the administrator of the CO APCD. As the CO APCD Administrator, CIVHC is entirely responsible for implementation and ongoing operations of the CO APCD, including vendor selection, data submission compliance, and developing revenue streams for sustainability.

In October 2011, HCPF promulgated the rules establishing the requirements for the CO APCD ("Rules").[1] These Rules established the framework for the submission of data to the database and detailed the limitations regarding release of CO APCD information to other State agencies and private entities engaged in efforts to improve health care or health outcomes for Colorado residents. Per these Rules, any commercial health plan that covers more than 1,000 enrolled lives must submit data to the CO APCD. Based on this definition, the CO APCD is currently receiving submission streams from 101 active submitters including commercial medical, dental and vision plans, as well as Medicare and Medicaid data submitters. Commercial plans include fully insured plans in the individual, small group and large group markets.

In 2015, HCPF expanded the data submission requirements to include self-insured employer-sponsored health plans covering an aggregate of 100 or more enrolled lives in Colorado, with some exceptions. For example, the rule change does not include a self-insured employer-sponsored health plan, if the self-funded employer is subject to the Federal Employee Retirement Income Security Act of 1974, or if such health plan is administered by a third-party administrator or administrative services only organization ("TPA/ASO") that services less than an aggregate of 1,000 enrolled lives in Colorado. Under this rule

---

[1] http://www.sos.state.co.us/CCR/GenerateRulePdf.do?ruleVersionId=5749. See 10 CCR 2505-5 1.200 on page 53.

change, CIVHC is receiving about 50% of self-insured plans and not receiving voluntary submissions from most ERISA-based plans.

2.2 Current CO APCD Vendor and Relationship to this RFP

CIVHC currently contracts with Human Service Resources, Inc. for data management services, with management of the data enclave provided by National Opinion Research Center (NORC at the University of Chicago). All extension periods in the original procurement have been exercised and a new procurement is required.

2.3 CO APCD Database Size

Launched in late 2012 with historical claims (2009-2012) from the eight largest commercial insurers and Medicaid, the CO APCD now contains claims from Medicare, Medicaid, and 49 commercial submission families (including Dental, Medicare Advantage, and Medicaid Managed Care plans). CO APCD also collects annual non-claims data (e.g., alternative payment methodology file submissions (APM), pharmacy rebate data). The database has grown substantially in recent years with the addition of new commercial submitters, dental plans, and self-funded, employer-sponsored plans.

TABLE 1: CO APCD METRICS

As of 2023	
Active submitters	101
Annual claims ingested (all claim types, all payer types)	152,615,979
Total unique covered lives	9,686,830
Vertica Database Storage	17 TB
File Storage	34 TB
Data Enclave Users (as of 2024)	29 CIVHC seats with data access 3 CIVHC seats, access to documentation repository only 6 non-CIVHC seats with data mart access

2.4 Purposes and Major Uses of the CO APCD

The CO APCD was created to "facilitate the reporting of health care and health quality data that results in transparent and public reporting of safety, quality, cost, and efficiency information at all levels of health care for all Coloradans".[2] Reports and data from the CO APCD help inform and measure the state's progress on bending the cost curve, help target more efficient care delivery, and give consumers, providers, payers, policy makers, and businesses a critical lens for identifying the highest value for healthcare services.

---

[2] All Payer Claims Database (APCD) Statute, Colo. Rev. Stat. 25.5-1-204(1)(a).

A statewide, multi-collaborator CO APCD Advisory Committee, reauthorized in 2013 through SB 13-149, makes recommendations to CIVHC for administration of the database. A separate Data Release Review Committee (DRRC), established by HCPF rules, develops protocols for data release, reviews requests for CO APCD extracts and advises CIVHC on the appropriateness of those requests.

Each request must contribute to efforts to improve health care for Colorado residents, and all data provided must adhere to antitrust law and HIPAA and HITECH rules to protect patient privacy.[3] Once a dataset is approved for release, CIVHC works closely with the CO APCD data vendor to fulfill the request, transmit the extract securely to the intended recipient, and provide technical assistance and consultation on interpreting the data correctly. With the support of the DMV, CIVHC provided 65 data extracts and created four custom, standard and public reports between July 2023 and June 2024

The table below provides some examples of the wide variety of projects that have been supported by CO APCD data and the types of organizations that requested the information. More information on these and other custom CO APCD projects can be found on the CIVHC Change Agent page.

TABLE 2: DATA USE EXAMPLES

Type of Entity	Project Summary
Employers	Lockton works with employers to manage their employer benefit programs, and with health care systems looking to connect to the employer market. The goal of this project was to better understand the insurance and provider composition of various Colorado geographies in order to promote employer-provider connections and encourage a healthier competitive environment.
Government Agencies	As part of its partnership with the Centers for Disease Control and Prevention (CDC), Colorado Department of Public Health and the Environment (CDPHE) wanted to understand where Coloradans diagnosed with hypertension live and whether they were taking their blood pressure medication as prescribed. Using claims from the CO APCD, researchers at CDPHE were able to determine how many adults across the state with high blood pressure did – and did not – fill their medication to manage their hypertension.
	The Colorado Division of Insurance used CO APCD data in three ways: 1. To determine and analyze medical service and pharmacy trends in order to ensure that rate-setting benchmarks for 2017 were accurate. 2. To evaluate the nine current geographic regions that determine residents' insurance rates against different configurations, including one region for the entire state. 3. To analyze what is driving health care costs at a county level.
Health Care Providers / health systems	One of Colorado's rural hospitals, Melissa Memorial Hospital (MMH), used the outmigration report to understand where patients were going for care and what services they were seeking. MMH then compared the data with the Community Health Needs Assessment and a market share study to show that Orthopedics, Chemotherapy, and eye services were the major outmigration services.
	A health care provider operating in Colorado requested CO APCD to help them develop pricing bundles for an episode of care in order to lower healthcare costs

---

[3] See https://civhc.org/2024/08/19/rules-governing-co-apcd-data-use/

	without sacrificing quality of service. The product was intended for internal reports to be used for analysis by executive management. Results from this CO APCD analysis could lower costs for high volume/high cost services.
Researchers	Researchers at the Colorado School of Public Health wanted to examine possible mechanism for how the Colorado Accountable Care Collaborative (ACC) reduced 30-day hospital readmissions. One possible mechanism was the ACC care coordination initiative which may have impacted post-discharge care utilization for Medicaid clients compared to those that are enrolled in the traditional Medicaid program.
	Researchers at Brown University's School of Public Health aimed to evaluate the effect of policies in the 2010 Affordable Care Act (ACA) on the stability of coverage among Medicaid beneficiaries in Colorado. Researchers hoped to use CO APCD data to characterize and understand the impact of policies on coverage stability, which could contribute to reductions in costs and improvement in the quality of care.
Health Plans	A nonprofit health plan that provides access to behavioral and physical health services for Coloradans was a part of a bundled payment learning collaborative aiming to analyze and understand bundled payment opportunities. They hope to use CO APCD data to provide personalized support to collaborative members and prepare them to move forward with bundled payments.
	A health insurance payer in Colorado looking to improve care and lower costs, intended to develop value-based Accountable Care Organization (ACO) contracts and other value-based payment arrangements. This payer used the CO APCD to determine the best approach to enter the individual market with a value-based reimbursement model by determining appropriate rates based on various geographic cost factors and available physicians and hospitals. They also used the CO APCD data as a more credible source to provide benchmarks for improving existing small and large employer value-based arrangements.
CIVHC/Public Reporting	As administrator of the Colorado All Payer Claims Database (CO APCD), the Center for Improving Value in Health Care (CIVHC) is required to make public price information available to consumers. CIVHC's Shop for Care tool enables consumers, providers and others to compare prices for select services and quality information on a named facility basis. The tool is updated regularly as new years of data become available in the CO APCD.
	The Community Dashboard provides communities across Colorado with information on health care cost, utilization, access and quality of care. The most recent report is based on 2013-2022 claims from the Colorado All Payer Claims Database (CO APCD). This public resource allows community organizations, policymakers, health care providers, and consumers to explore health trends, identify disparities, and inform strategies to improve care and lower costs statewide. The Community Dashboard offers health care data based on demographic factors such as age, gender, and geography, making it an essential tool for advancing health equity. By providing detailed information on key metrics such as emergency department usage, hospital admissions, and primary care use, the dashboard reveals where care is over- or under-utilized and enables data-driven actions to improve outcomes.

2.5   CIVHC Data Model

Figure 1 below illustrates the flow of data from data collection to data delivery. Data is initially received by data submitters and processed through data validations. Files that have passed validations continue downstream into staging and generation of data enhancements. After quality assurance is complete within the staging environment, data are released to a production environment on, at minimum, a bi-monthly basis. Concurrent with ongoing data mining for data quality assurance and improvement, these data are used to generate and update data extracts released to researchers and analysts and to create custom and standard reports for the State of Colorado and other clients. Note: data is available to CIVHC throughout submission and processing.

Figure 1: Data Flow Diagram
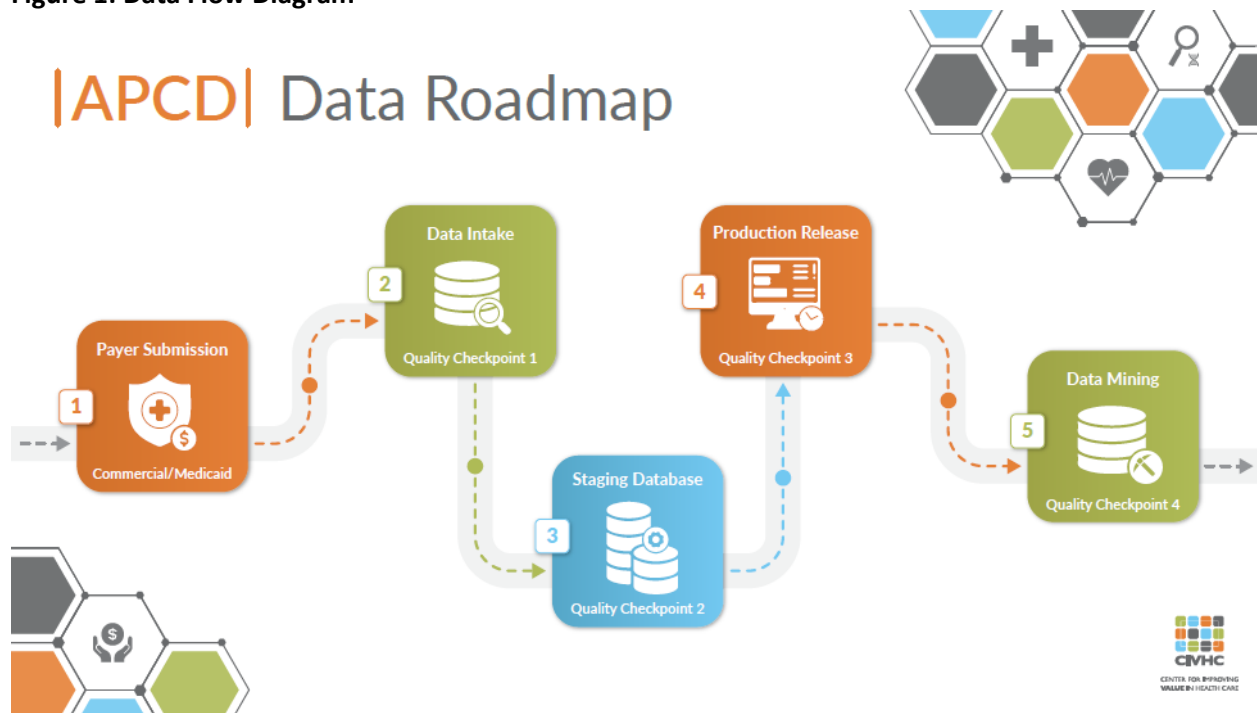
2.6   Requirements and Outcomes

Now in its thirteenth year of claims data collection, analysis and reporting, CIVHC has become a sophisticated and well-developed data analytics enterprise. Working collaboratively with its current DMV, CIVHC has developed its own infrastructure to ensure that internal and external users have access to thoroughly reviewed and well-structured data products.

In this next contract, CIVHC intends to engage a DMV that demonstrates a clear and comprehensive approach to meeting CIVHC's needs for accurate and timely health care data, building on successes realized to date and positioning the CO APCD to take on new challenges over the next seven years.

Going forward, CIVHC intends to leverage its significant investment in its staff and capabilities to manage several essential functions. The selected DMV must demonstrate the capacity to work

collaboratively and efficiently with the CIVHC team. In addition, CIVHC seeks a partner that brings a successful track record of:

- data management innovation
- driving towards streamlined and efficient structures and processes
- readiness to take on new data methods of data ingestion, enhancement and linkages
- innovative, contemporary, and scalable data architecture

Core requirements include:

- *Protect Individual Privacy While Striving for Broadest Possible Uses* – CIVHC is vigilant about ensuring that antitrust law, HIPAA and HITECH rules are followed at all times, as specified by Colorado law and the Rules, and that patient information is protected, while striving towards a free and transparent health insurance market.

- *Engage CIVHC's Data User Community and Keep Them Informed* - The CO APCD team has worked very hard with its data user community, both locally and nationally, to make the state's most comprehensive healthcare claims database accessible and valuable.

- *Work with Data Submitters and Providers* – Engaging data submitters and providers allows those entities being measured to have an opportunity for review and comment prior to public reporting, while cultivating a sense of participation.

- *Drive Sustainability via CO APCD Data Products* – The CIVHC team remains a national leader in delivering specialized reports and analytic data sets as well as freely accessible data to advance public policy and health care improvement.

- *Strive for Accurate, Credible Data* – The quality of the CO APCD is only as good as the quality of the underlying data. CIVHC has invested, and will continue to invest, significant resources into its oversight of data quality and seeks a vendor that will support CIVHC's engagement and respond to direction for any action based on CIVHC's findings.

- *Build and Maintain Transparency* – To efficiently and effectively provide high quality data products, CIVHC must have complete transparency and insight into the business rules and processes that transform submitted files into actionable data.

- *Provide a Unified Vendor Experience* – CIVHC seeks a vendor partner that is dedicated to facilitating timely and efficient data access for CIVHC staff. The ideal vendor offers superior customer service, problem resolution and high touch technical support. In addition, CIVHC intends to work collaboratively and directly with all entities under contract and seeks a vendor that recognizes and supports this approach.

2.7 Minimum Bidder Qualifications

To qualify for consideration, Bidders shall demonstrate at least three years of experience within the past 10 years for each of the following dependent on domains included in the Bidder's proposal:

2.7.1   Collecting data from health insurers, providers, or other health care entity, including data validation and quality assurance.

2.7.2   Health data analytics experience.

2.7.3   Expertise in the development of aggregated and enhanced datasets (including using and implementing value-added components such as episode groupers, patient-level risk scores, etc.)

2.7.4   Expertise in current requirements for the secure management, storage, and release of protected data that is compliant with State and Federal rules, regulations, and statutes, including files provided under a Data Use Agreement with the Centers for Medicare and Medicaid Services.

2.7.5   Developing and implementing role-based data access and reporting system(s) that fully meet the requirements described in this RFP, while providing a high degree of information security and data protection.

2.7.6   Experience in one or more of the following types of health data reporting: multi-payer comparisons; medical economics; and/or health policy decision support.

2.7.7   Experience managing deliverable/report production in collaboration with external partners including supporting methodological choices, explaining data processing/validation to technical and non-technical audiences, guiding data inclusion/exclusion criteria in final reporting.

2.7.8   Expertise in the development and maintenance of a member and provider index and the assignment of unique Composite IDs that track these individuals over time and across submitters

2.7.9   If subcontractors/partners are proposed, experience managing complex projects when serving as the prime or lead vendor.

3   Domains and Operational Services Requirements

The vendors solicited in this RFP shall provide professional services to transition and expand the overall CO APCD infrastructure, capacity, and function. This includes, but is not limited to, seamlessly migrating the existing data from the current data vendor (if applicable); secure data collection and aggregation; identity management, warehousing and analytics; developing and maintaining a role-based access data enclave and delivering extracts, enclave updates and data marts.

CIVHC expects vendors to work closely with CIVHC staff, its business associates and data user community to fulfill the Domains and Operational Services Requirements detailed in "Bidders Attachments to the RFP," tabs 1 through 7. These requirements maintain current operations at a highly professional and rigorous level, maintain the resources to meet CIVHC's extensive data customer obligations, and serve as the foundation for expansion.

CIVHC's business processes deliver rigorously reviewed data to users. Maintaining these standards requires a high degree of transparency into all vendors' processes and business rules. Moving forward, CIVHC expects the selected solution(s) to accommodate customizations as well as future adjustments to maintain, improve and expand CIVHC's insights into its data resources.

CIVHC employs a seasoned team of analysts and report developers who will work closely with the DMV to review data quality at all points in production. The CIVHC project management team will create specifications for custom reports and will manage most aspects of customer relationships for reports, except as otherwise described.

CIVHC is especially interested in working with a DMV that also offers:
- opportunities to improve current processes by streamlining and improving efficiency in current operation
- insight into and infrastructure capacity to implement new data collection technologies
- easily scalable resources that facilitate growth and minimize delays in accessing or obtaining data
- nimble responses to emerging areas of inquiry and analytics, including artificial intelligence

3.1   Requirements

The Domains and Operational Services Requirements tables in the worksheet file "Bidders Attachments to the RFP," tabs 1 through 3 provide a detailed list of requirements for the following areas:
- Domain 1: Data Collection, Quality, Processing and Enhancements, processes associated with collection and review of monthly claims data collection and annual nonclaims payment files.
- Domain 2: Identity Management, the processes that reliably and consistently create a uniform record for each person in the CO APCD
- Domain 3: Enclave, Data Marts and Data Access, describing the environment in which CIVHC staff will access and use the files and data extracts and provisioning the data extracts for specific clients, and collaborating with CIVHC to produce deliverables.

All Bidders must provide the following operational services, as detailed in tabs 4-7 of the worksheet file.

- Privacy and Security, which describes technical, administrative, operational and structural requirements of the data management platform.
- Technical Support and Training, describing the functions and activities needed to support data users with documentation and access.
- Project Management, which describes the work to coordinate task completion with CIVHC staff. This includes but is not limited to: contributing to central documentation resources, ensuring ongoing communications with CIVHC, using appropriate project management techniques and processes, and emphasizing on cross-team/cross vendor collaboration, integration and coordination.
- Transition Services describing the Bidder's responsibilities in the first year of the contract to coordinate and collaborate with the Legacy DMV to ensure uninterrupted data collection, production and access (if applicable).

3.2   Future/Optional Services

The Bidder may propose additional services beyond the stated Domain Requirements that are achievable and within the Bidder's ability to deliver. The Bidder must describe the additional service, the value to the Colorado APCD data analysis; provide examples of the Bidder's previous experience with designing and implementing similar processes; and the timeline and prerequisites for achieving the full stated value of the addition. Bidders must state the dependencies and risks for implementation and confirm that Bidder's other obligations will not be affected (e.g., delayed, de-prioritized, etc.) if any option is selected. CIVHC may exercise an option to contract for these services at any point in the contract term, with exact schedules and pricing to be determined by mutual agreement.

4   Proposal Response Requirements

4.1   Submission

Responses must be emailed to CIVHC DataVendorRFP@civhc.org no later 5:00pm MT on the date specified in 1.1 Schedule of RFP Events. Proposals received after this time may not be considered. Hard copies are not required.

4.2   Proposal Format

Bidders' CO APCD proposals must adhere to the following order and page limits and must not include any items not identified here (and if included, such additional items may be disregarded). Attachments are not included in page limits.
- Items marked with an * have a related form in the worksheet file "Bidders Attachments to RFP."
- Items marked with # have a related attachment.

For the Bidders' Attachments worksheet file: If the Bidder is not submitting a proposal for a Domain, please indicate with the dropdown below "Bidder Name" on tabs 1 through 3.

Proposal Organization and Page Limits			
Section	**Ref #**	**Item**	**Page Limit**
Technical Proposal	4.3	Cover Page	--
	4.4	Cover Letter & Acceptance of Standard Contract Terms and Conditions	--
	4.5	Executive Summary	2
	4.6	Small, Minority, Women-Owned, or Disadvantaged Businesses	1
	4.7	Response to Minimum Bidder Qualifications	4
	4.8	Bidder's History and Structure	2
	4.9	Experience in State Health Data Projects	3
	4.10	Narrative Response to Domains and Operational Services Requirements*	27
	4.11	Project Plan and Timeline#	3
	4.12	Transition Plan and Timeline#	3
	4.13	Potential Risks/Mitigation Strategies	2
	4.14	Key Personnel*	3
	4.15	Future/Optional Services	4
	4.16	References*	
Cost Proposal	4.17.1	Budget Narrative*	3
	4.17.2	Staffing Worksheet*	
	4.17.3	Cost Proposal Forms, including Proposed Payment/Pricing Model*	

Attachments to Narrative	
A	Bidder's Data Model (graphic)
B	Bidder's Project Plan – Full Operations

C	Bidder's Project Plan -- Transition
D	Organization Charts: Leadership Team and Project Structure
E	Resumes for Key Personnel
F	Worksheet file: "Bidders Attachments to RFP" (submit as separate file)

Proposals must conform to the following submission format:
- Paper Size: 8.5 x 11 inches; 1-inch margins
- Minimum font size: 11 point (except for footnotes, headers, or footers); spacing 1.15
- Each proposal must identify the Bidder's name in the page header or footer.
- Please use section numbering as above to assist reviewers.
- Cost proposals should use the format on tabs 9 and 10 in worksheet file "Bidders Attachments to RFP."
- Please rename the worksheet file to [Bidders Name] Bidders Attachments to RFP. The worksheet file should be submitted in worksheet format.
- Narrative documents may be submitted in PDF.

4.3   Cover Page

The first page of the proposal must include the following information:
- RFP Title
- Bidder's name
- Contact information for the individual to be notified regarding matters related to the RFP.

4.4   Cover Letter

The cover letter must be signed by a person authorized to commit the Bidder to the contract and include the following:

4.4.1   identify the Bidder's point of contact for all communications about the proposal.

4.4.2   Name partners and subcontractors that will engage directly with CIVHC and its data submitters, or any other entity that would have access to CO APCD data for any reason, and briefly describe their role on the project.

4.4.3   Identifying the Domains that the Bidder has included in this proposal.

4.4.4   Statement of acceptance of CIVHC's standard contract terms and conditions provided in RFP Appendix 2 or provide a written statement that the Bidder proposes exceptions/modifications to the standard contract terms and conditions provided in CIVHC's Standard Contract or attach a red-lined version of the Standard Contract that clearly shows each proposed exception/modification with documentation explaining Bidder's position and rationale for each proposed exception/modification.

4.4.5   Confirm that CIVHC's contractual obligations will flow through to partners or subcontractors, including privacy and security requirements.

4.4.6   Statement of understanding that the selected Bidder commits to collaborating with other vendors in delivering coordinated and high-quality services to CIVHC.

4.4.7   Confirm that the Bidder is not currently engaged in negotiations for sale, corporate mergers or other restructuring. Note requirements to notify CIVHC 90 days prior to the effective date of structural company changes, including sales to another entity, mergers, restructuring, internal reorganizations affecting staff assigned to the CIVHC project and any other action that could affect the ongoing delivery of services under this contract.

4.5   Executive Summary

The Bidder may provide an overview of their relevant experience and a description of any partners/subcontractors; vision for meeting the Domain requirements; and the value that the Bidder would provide to each of the Domains described in the Proposal. The Executive Summary should highlight the contents of the Technical Proposal and provide CIVHC with a broad understanding of the vendor's technical approach and ability and provide an overview of how responsibilities are allocated to the Bidder and its subcontractors/partners.

4.6   Small, Minority, Women-Owned, or Disadvantaged Businesses

CIVHC is committed to creating an environment that helps a larger, more diverse field of businesses compete for contracts. Small, minority, women-owned, or otherwise disadvantaged businesses are an important part of this equation, to be used when possible as sources of supplies, equipment, and services. In this section, Bidders must identify whether they are, or are proposing to subcontract with, such small, minority, women-owned, or otherwise disadvantaged businesses. Further, Bidders should describe any affirmative steps, as required by 45 C.F.R. 92.36(e), Colorado Executive Order and Procurement Rules, they will undertake, to assure that small, minority, women's, and/or otherwise disadvantaged business enterprises are used, when possible, as sources of supplies, equipment, construction, and services purchased under any resulting contract.

4.7   Response to Minimum Bidder Qualifications

The Bidder shall describe and provide evidence of prior experience that meets or exceeds the minimum eligibility requirements as described in Section 2.7 Minimum Bidder Qualifications.

4.8   Bidder's History and Structure

4.8.1   A description of the Bidder's company, including when it was established, how long under management by current owners, number of employees, locations of corporate offices, and with which offices the staff that will be assigned to this project are affiliated

with. Bidders must also include a high-level description of the firm's organization, including corporate structure and ownership.

4.8.2   Disclose any pending changes in ownership, corporate structure, mergers, etc.

4.8.3   Experience serving at least two clients like CIVHC, including a summary of each project and the duration of the overall engagement.

4.8.4   If subcontractors/partners are included on this bid, provide a description of the formal relationships among the companies and history of working together

4.8.5   The Bidder shall disclose any conflicts of interest that may emerge from ownership by or financial relationship with any health care data or insurance company, any medical provider or health care system, any hospital organization, pharmaceutical company or trade organization representing health care entities, providers and suppliers.

4.9   Experience in State Health Data Projects

The Bidder should describe its experience on similar projects including:

- Size, duration, current clients, services provided
- Non-claims payment data collection and processing
- Data quality processes
- Master person indices
- Master provider indices
- Master employer indices
- Data enclave provision and management

4.10   Response to Domains and Operational Services Requirements

The Response to Requirements has two required parts:
Part 1: Worksheet File: Detailed Requirements
Part 2: Narrative Response to F Requirements

4.10.1   Part 1: Worksheet File: Detailed Requirements

The worksheet file "Bidder's Attachments to RFP," tabs numbered 1 through 7, describes requirements. Using these tabs, the Bidder must indicate one of the following (dependent on each tab):
- Currently Operational: if Bidder can provide evidence of this requirement that is currently fully implemented and operating on a regular basis in at least two other client locations
- To be developed by (date): If requirement is not currently available, report the timeframe after contract signing needed to implement required functionality.
- Not included in proposed solution: Indicate that this requirement or functionality is excluded from the solution.
- Meets: Indicated that the Bidder fully meets the requirement.
- Cannot Meet: Indicates that the Bidder cannot fully meet the requirement.

- N/A: Select if the item is not applicable based on the domain the Bidder is including in their proposal.
- Lead Organization: Indicate whether this is a requirement that will be led by the prime Bidder or which subcontractor/partner. If using subcontractors or partners, note the company that will be the lead on executing this task.
- Comment: Complete if needing to provide additional information

All Bidders must respond to all Operational Services Requirements (Bidders' Attachment Worksheet file tabs 4,5,6, &7), regardless of which Domains the proposal includes.

4.10.2   Part 2: Narrative Response to Requirements

In response to the questions below, provide a description of how your solution addresses the selected Domains and all the Operational Services Requirements. As appropriate and relevant, CIVHC welcomes innovative, streamlined, scalable solutions that will accomplish these baseline functional requirements and positions CIVHC to leverage new data collection, processing and reporting opportunities. Include a brief description of how CIVHC staff are consulted and tasks they will be expected to perform in relation to the Requirements.

4.10.3   Domain 1: Data Collection, Data Quality, Data Processing and Enhancements Functional Requirements

Considering the requirements on Tab labeled 1. Data Collection & Processing of Bidders Attachments to RFP worksheet file:
- Describe your experience and expertise in data collection from multiple submitters, including registration, data quality, submitter attestation reporting, and implementation of exceptions and waivers to submission requirements and expertise in aiding conversion to the APCD-CDL^{TM}.
- Describe how your solution is scalable to accommodate new submitters and file types.
- Provide your strategy for fully processing the data and loading it into the Data Warehouse within thirty days of receiving the data from data submitters. Bidders who are unable to commit to this 30-day turnaround must clearly articulate this in their narrative response and must provide the deadline that they *would* be able to commit to (e.g. 45-day processing/load, etc.).
- Describe your experience serving as a Medicare data custodian, file ingestion, transformation, integration with commercial and Medicaid data, and data delivery.
- Describe the high-level strategy for ensuring data quality and for improving its consistency and reliability over time.
- Describe how your solution provides timely and reliable results.
- Describe the tools or methodology you propose to provide the required value-added services (e.g., claims versioning, data enhancements, groupers).
- Identify other multi-payer examples of where this set of solution requirements is in operation.
- Attach a diagram and description of the data model that will be developed and implemented to meet CIVHC's requirements and objectives. CIVHC is specifically looking for a modeling style and functionality that is flexible, scalable, and suitable for CO APCD reporting; appropriate for business intelligence users; and maximizes capacity and speed at the best cost.

4.10.4   Domain 2: Identity Management

Considering the requirements on Tab labeled 2. Identity Management of Bidders Attachments to RFP worksheet file:

- Describe your experience and expertise in generating a composite member index that uniquely identifies individual members over time and across submitters.
- Describe your experience and expertise in generating a composite provider index that uniquely identifies unique providers reported to the CO APCD (e.g., rendering, billing, prescribing, facilities) over time and across submitters.
- Describe your experience and expertise in generating a composite employer index that uniquely identified employers reported to the CO APCD over time.
- Describe how your solution is scalable to accommodate increasing volumes of data and new data sources.
- Provide your strategy for receiving data from the data collection and processing vendor, processing the data and assigning unique member and provider Composite IDs and returning the data to the data collection and processing vendor for integration into the APCD within the allotted 5 business days.
- Describe your experience working with potentially incomplete data (e.g., missing SSN or other identifiers). Are other data sources used as part of your solution?
- Describe the high-level strategy for ensuring data quality of the Composite ID solution and for improving its consistency and reliability over time. Also describe data quality checks to ensure all data has been received, processed, and delivered. Include data quality reports that will be provide to CIVHC.
- Describe how your solution provides timely and reliable results.
- Describe the tools or methodology you propose to generate the Composite member and provider IDs.
- Describe your process of receiving external files (e.g., researcher finder files, registries, death data) and "linking" them to the CO APCD using the composite member and/or provider composite IDs.

4.10.5   Data Enclave, Data Access and Analysis

The CIVHC data enclave currently has a total of 38 users described as:
1. 29 CIVHC users with access to data and SQL query tools (e.g., DBeaver), Microsoft suite of tools, and access to the documentation repositories
2. 3 CIVHC administrative users with access to Microsoft suite of tools and access to the documentation repositories
3. 6 non-CIVHC users with access to data marts, SQL query tools (e.g., DBeaver) and Microsoft suite of tools

Considering the requirements on Tab labeled "3. Enclave, Data Access, Analysis" of Bidders Attachments to RFP worksheet file:
- Describe prior experience in provisioning role-based data access.
- Describe scalability of solution.
- Describe self-service components.
- Describe technical support approach and operational standards.
- Describe tools available for end users

- Describe solution for extract delivery
- Describe process for users to import or export data (with CIVHC approval)
- Describe and provide a diagram of general data architecture

4.10.6   Privacy and Security

Considering the requirements on Tab labeled "4. Privacy and Security" of Bidders Attachments to RFP worksheet file:

- Describe how policies and processes are designed and implemented in your organization and that of any subcontractor or partner that will have access to CIVHC data.
- Confirm compliance with all security policies referenced on this tab.
- Disclose any incidents of unauthorized access to data resources by Bidder, partner or subcontractor. Provide dates, description of incident, whether it involved health care claims data, and subsequent actions. Please include incidental disclosures or access, accidental or erroneous access to data by internal staff or clients, as well as any breach by an external party.
- Describe your process for "whitelisting" external resources, including managing requests, conditions for approval and monitoring utilization. Describe how your solution minimizes risks stemming from unauthorized access via external connections.

4.10.7   Technical Support and Training

Considering the requirements on Tab labeled "5. Technical Support and Training" of Bidders Attachments to RFP worksheet file:

- Describe your proposed approach to providing client-facing technical support and the expected turnaround time for support requests.
- Describe how your proposed approach tracks and documents support requests from CIVHC and external users.
- Describe your proposed approach to training CIVHC staff, submitters and researchers and analysts.
- Describe how your proposed approach meets Service Level Agreement requirements.

4.10.8   Transition Services

Considering the requirements on Tab labeled "6. Transition Services" of the Bidders Attachments to RFP worksheet file:

- Describe your team's expertise in helping clients transition from a previous service provider to your company/team.
- How will your company/team ensure a smooth and collaborative hand-off at the end of the contract term to a successor vendor?

4.10.9   Project Management

Considering the requirements on Tab labeled "7. Project Management" of the Bidders Attachments to RFP worksheet file:

- Describe your project management approach and philosophy.
- How will you ensure that activities are coordinated between and among the domains of data collection, data production and enhancement and enclave/data access functions? If this

proposal includes multiple companies or service providers, how will you ensure seamless operation?
- What specific steps will your Project Management team take to ensure a smooth and effective transition implementation?
- What are the most important project management artifacts that you use in day-to-day activities?
- How will your Project Management team contribute to ensuring that shared documentation resources are managed and kept up to date across all project activities within the CIVHC-maintained document repository?

4.11 Project Plan and Timeline

Attach a project plan and timeline indicating the key activities, deliverables, and milestones that will be employed to successfully complete the required tasks, and the Bidder's envisioned timeline. This work plan should be depicted in a table or by some other graphical means and must align with the Transition Milestones Schedule and the Data Collection and Reporting Schedule for New Data Vendor(s) (RFP Appendix 1).

4.12 Transition Plan

The Bidder should describe its approach to the transition plan described in RFP Appendix 1 and identify tasks or deviations from CIVHC's model that would change the Bidder's assumption of full responsibility for all functions, extend the current vendor's timeline, or both. Attach a work plan and timeline

4.13 Potential Risk Identification and Mitigation Strategies for All Services

Drawing on previous experience with similar projects, Bidders should identify critical dependencies and key risk factors associated with their proposal, and a plan for mitigating potential risks to the timeline, including both the Transition Year and ongoing operations once the transition is complete.

4.14 Key Personnel and Project Staffing Narrative and Worksheet

4.14.1 Narrative

Bidders should provide a brief narrative description of the qualifications of staff and subcontractors proposed, including project roles and their physical location. The proposed project team must include individuals with substantial experience in Section 2.7 Minimum Bidder Qualifications, as well as experience in vendor-to-vendor collaboration. Key personnel include the following:
- Engagement Manager/Project Lead
- Lead Personnel for the following:
  - Domain 1: Data Collection, Quality, Processing and Enhancements
  - Domain 2: Identity Management Lead
  - Domain 3: Enclave, Data Access and Analysis Lead

- Technical Support Lead
- Project Manager
- Privacy and Security Officer
- Transition Lead

Include subcontractor/partner Key Personnel in the relevant Domain.

The narrative may describe the Bidder's Subject Matter Experts ("Other Staff") who will contribute to the design, execution and operation of data collection, data production, enhancements and interpretation. CIVHC is especially interested in the roles and experience of the Bidder's team who would serve as the Bidder's leads on any optional service that is proposed.

4.14.2   Worksheet Tab "8. Staffing Worksheet"

See Section 4.17.2 for information on the **Staffing Worksheet** to be completed in the Bidders Attachment worksheet file.

4.14.3   Organizational Charts

Provide as **Proposal Attachment D** two organizational charts:
1. Leadership Team: Within the Bidder's Organization, show the leadership team that will oversee the project and reporting relationships for key personnel for each Domain and Operational Service.
2. Project Structure: show the team for the project. If using subcontractors/partners, show the reporting relationships for these individuals to the Key Personnel named for this project.

4.14.4   Resumes

Provide resumes for Key Personnel and for subcontractor/partner leads in **Proposal Attachment E**. Please limit resumes to three pages each. If additional resumes are included, personnel must be listed by name on the staffing worksheet.

4.15   Future/Optional Services

Describe the specific additional service, approach used elsewhere, lessons learned, who on Bidder's team would lead this and their qualifications/experience to support this work.
1. CIVHC is interested in exploring additional data enhancements to include in data extracts provided to researchers and analysts such as the identification of a family unit from a data use perspective and other data enhancement offerings. What enhancements would you recommend as meeting researchers/users' needs? Please describe a high-level approach to implementing such enhancements.
2. How would you incorporate artificial intelligence into required tasks and services?
3. CIVHC seeks opportunities to build linkages between claims data and relevant other data sources. Describe your company's experience and expertise with the following topics, covering specific examples of work completed, metrics about the success of the matching, risks/challenges encountered, and lessons learned applicable to future efforts. Examples of other data sources include:

    a. Disease registries
    b. Vaccine registries and databases
    c. Clinical data from electronic health records systems
    d. ARC GIS census data
    e. Census data
    f. John's Hopkins ACG © system

4. Describe the strengths, weaknesses, opportunities and threats of converting from the current data submission guide to the Common Data Layout (**APCD-CDL™)**[4]

5. How would you approach other data collection standards (e.g., X-12, FHIR)? What are the similarities, differences, advantages and disadvantages of this model compared to the current monthly submission process? What technical, analytic, legal and operational changes would be addressed?

4.16 References

Using Tab 11 "References" in the worksheet file "Bidder's Attachments to RFP," Bidders shall provide three references at least one reference for a subcontractor or partner for projects that are of comparable scope, size and complexity. For each reference, the Bidder should include the following information:
- Name of organization
- Client/Contact person's name and contact information
- Domains that this reference can speak to
- Relevance to this proposal
- Summary of project
- Timeframe for the project

4.17 Cost Proposal

4.17.1 Budget Narrative

The budget narrative should describe the costs included in the Project Staffing Worksheet and Cost Proposal Template.

The narrative should describe the basis for estimating the year-to-year decreases or increases in costs and key assumptions.

CIVHC anticipates at least one multi-day onsite meeting per year.

CIVHC will provide a shared documentation repository (SharePoint or similar).

The cost proposal should represent the annual cost of keeping all CIVHC data available for querying and analysis without limitation. The Bidder may indicate a reduction in cost if older data files (estimated at

---

[4] See https://www.apcdcouncil.org/sites/default/files/media/2023-09/apcd-cdl-v3.0.1_errata_public.pdf

2TB) are archived, as well as the time needed from request to retrieval for any CIVHC analyst seeking to access archives.

4.17.2   Staffing Worksheet

Using the worksheet provided in tab labeled "8. Staffing Worksheet," Bidders shall indicate the amount of time for each Domain for the named Key Personnel and for other members of the proposed project team that are incorporated into the Cost Proposal.

A "fully loaded hourly rate" includes all salary, benefits, overhead, etc. costs.

Values in the Project Staffing Worksheet will auto-populate the Cost Proposal Template.

4.17.3   Cost Proposal Template

Using the worksheet provided on tab labeled "9. Cost Proposal" of the Bidders Attachments to RFP, Bidders must indicate the proposed cost for Domains and Operational Services.

Year 1 of the contract is the transition year and is divided into two six-month periods to show how levels of effort may vary during a planning phase and then into implementation and operations. However, this is not intended to restrain or delay implementation, and Bidders may propose a faster timeline.

Optional services will be specifically authorized by CIVHC through development of business specifications and work order approval.

4.17.4   Proposed Payment/Pricing Model

In this section, CIVHC invites Bidders to propose a payment/pricing model for any resultant contract. Examples of payment models include:

- Implementation Costs plus Licensing Fee: Bidders will be paid for actual time worked and costs incurred, up to a guaranteed maximum price, for designing and implementing the solution in Year 1. All subsequent years will be paid based on an annual license fee. The license fee must include all requirements for each domain. Bidders who select this payment/pricing model will be required to itemize all components included in their annual license fee.
- Time and Materials - Not to Exceed: Bidders will be paid for actual time worked and costs incurred, up to the guaranteed maximum price, for each task.
- Other proposed payment/pricing model may be offered.

5   Evaluation

5.1   Process

An RFP Evaluation Committee comprised of CIVHC staff, CIVHC business advisors and associates, and CO APCD partners will review all proposals.

5.2   Minimum Bidder Qualifications

The Evaluation Committee will review the Bidder's response to Minimum Bidder Qualifications to assess the Bidder's ability to provide required services. Proposals that pass this initial screen will advance to full consideration. Proposals that do not meet Minimum Bidder Qualifications will not be considered.

5.3   Onsite Demonstrations

CIVHC may invite top-scoring Bidders to demonstrate their services, tools, and capabilities and introduce key personnel to the Evaluation Committee (or a subset thereof), onsite in Denver, CO. Please see Section 1.1. Schedule of RFP Events for the anticipated dates of these demonstrations. A combination of response scores and onsite demonstration may be utilized to select one or more finalist(s), with whom CIVHC may engage in more specific discussions and negotiations.

5.4   Scoring

Proposals will be reviewed and scored based on the following allocation of points.

Category	Possible Points
Bidder's Relevant Experience	15
Narrative Response	40
Key Personnel	20
References	10
Cost Proposal	25
TOTAL	**110**
Finalist Onsite Demonstration	25
TOTAL POINTS	**135**

5.5   Best and Final Offer

CIVHC reserves the right to request best and final offers from Bidders.

5.6   Proposal Confidentiality

CIVHC is a private non-profit organization and will maintain a confidential evaluation process; RFP submissions and related materials are not publicly available. At its discretion, CIVHC may respond to a debriefing request from a submitter.

RFP Appendix 1: Deliverables and Transition Timelines

Appendix Table 1A:-1 Data Submission, Processing and Delivery Schedule

Calendar Month/Year	Data Collection:			Monthly DW Refreshes		Bi-Monthly Production Refresh		
	Eligibility and Claims Paid Date for month of:	Annual File Calendar Year Submissions	If Transitioning, Submitting to*	Monthly DW Refreshes	If Transitioning, Responsible Vendor	Bi-Monthly production refresh	If Transitioning, Responsible Vendor	Extracts available for release
06/2025	04/2025		Current Vendor	03/2025	Current Vendor			
07/2025	05/2025	2022, 2023, 2024 Calendar Years Testing	Current Vendor	04/2025	Current Vendor	3/2025 4/2025	Current Vendor	Through 4/2025
08/2025	06/2025		Current Vendor	05/2025	Current Vendor			
09/2025	07/2025	2022, 2023, 2024 Calendar Years	Current Vendor	06/2025	Current Vendor	5/2025 6/2025	Current Vendor	Through 6/2025
10/2025	08/2025		Current Vendor	07/2025	Current Vendor			
11/2025	9/2025		Current Vendor	08/2025	Current Vendor	7/2025 8/2025	Current Vendor	Through 8/2025
12/2025	10/2025		Current Vendor	9/2025	Current Vendor			
Milestone: New Vendor Portal open for data submission, New Vendor Data Enclave open to CIVHC users								
01/2026	11/2025		Current Vendor	10/2025	Current Vendor	9/2025 10/2025	Current Vendor	Through 10/2025
02/2026	12/2025		Current Vendor	11/2025	Current Vendor			
Milestone: All data has been transferred to new vendor by 2/28/2026 (submission files with paid dates through 12/2025)								
03/2026	01/2026		New Vendor	12/2025	Current Vendor	11/2025 12/2025	Current Vendor New Vendor	Through 12/2025
04/2026	02/2026		New Vendor	01/2026	New Vendor			

Calendar Month/Year	Data Collection:			Monthly DW Refreshes		Bi-Monthly Production Refresh		
	Eligibility and Claims Paid Date for month of:	Annual File Calendar Year Submissions	If Transitioning, Submitting to*	Monthly DW Refreshes	If Transitioning, Responsible Vendor	Bi-Monthly production refresh	If Transitioning, Responsible Vendor	Extracts available for release
05/2026	03/2026		New Vendor	02/2026	New Vendor	01/2026 02/2026	New Vendor	Through 02/2026
06/2026	04/2026		New Vendor	03/2026	New Vendor			
07/2026	05/2026	2023, 2024, 2025 Calendar Years Testing	New Vendor	04/2026	New Vendor	03/2026 04/2026	New Vendor	Through 04/2026
08/2026	06/2026		New Vendor	05/2026	New Vendor			
09/2026	07/2026		New Vendor	06/2026	New Vendor	05/2026 06/2026	New Vendor	Through 06/2026
10/2026	08/2026		New Vendor	07/2026	New Vendor			
11/2026	09/2026		New Vendor	08/2026	New Vendor	07/2026 08/2026	New Vendor	Through 08/2026
12/2026	10/2026		New Vendor	09/2026	New Vendor			

TABLE 1A-2: PROJECTED REPEATED DELIVERABLES

Calendar Month/Year	Deliverable	If Transitioning, Responsible Vendor
6/2025	• GF Public Reporting- Community Dashboard EnFund Extracts- 3- Upon Request	Current Vendor
9/2025	• EnFund CCMCN Lightbeam Q1 EnFund Medicare Repricer Development	Current Vendor
10/2025	• DOI Actuarial Review • EnFund Medicaid Enrollment Transition Refresh 1	Current Vendor
12/2025	• EnFund CCMCN Lightbeam Q2 • EnFund Medicare Repricer Data Set	Current Vendor
3/2026	• ***EnFund CCMCN Lightbeam Q3***	Current Vendor / New Vendor
4/2026	• ***EnFund Providers of Distinction Data Set***	New Vendor
5/2026	• Medicaid Enrollment Transition Refresh 2	New Vendor

Appendix Table 1B: Transition In Timeline

All items should be represented in Bidder's Project Plan, with additional tasks and intermediate deliverables/milestones noted.

Estimated Month	# of Months After Contract Signed	Data Transfer, Collection and Processing	Data Access and Reporting
07/2025	1	Contract start. • Transition-in Project plan completed and approved by CIVHC. • If Medicare FFS data is comingled with other data, then the Medicare Data Custodian amendment needs to precede ALL data transfers from old to new vendor. New vendor must complete the Data Management Plan Self-Attestation Questionnaire (DMP-SAQ) for this project. • Begin collaboration with CIVHC on system set-up requirements.	• Submit plan and documentation to CIVHC for: • warehouse/enclave system and user access specifications. • specifications for producing the warehouse/enclave updates, extracts and deliverables. • plan for minimizing interruptions to user access and transfer of processed data.
08/2025	2	Execute project plan and: • Implement a secure data exchange mechanism with current vendor. • In this new RFP, require New Vendor to pay for physical media, if applicable, for transfer (e.g., Snowball, shipping, and associated fees) • • Receive submitter information from current vendor	Continue development
09/2025	3	Execute project plan and: • Begin outreach and introduction to submitters; establish new registration process • Build and demonstrate tracking process for receipt of files and documentation from Current Vendor. Confirm directory structure with CIVHC.	

Estimated Month	# of Months After Contract Signed	Data Transfer, Collection and Processing	Data Access and Reporting
10/2025	4	• New vendor submission portal set-up completed (All file layouts, validations, etc. are set-up, tested, with CIVHC UAT and sign-off). • Set up and train CIVHC team on system portal.	
11/2025	5	• Complete receipt of historical files and checked for data quality and completeness; all outstanding items remediated. • Obtain CIVHC sign-off. • Continue file Intake with paid dates through 12/25 • Submitter orientation, registration, SFTP set-up, and testing with submitters begin.	
12/2025	6	• Historical files: Process historical files, generate MPI's, version claims, develop other data enhancements, test, and any remediate any issues. • Compare to Current Vendor files and review with CIVHC. Participate in discrepancy resolution.	• Enclave set-up completed. • Set up and train CIVHC users for user acceptance testing and remediate any resulting issues noted. • Mechanisms for support are set-up (e.g., help-desk, documentation repository, training videos, etc.)
01/2026	7	• All is tested, receive sign-off from CIVHC. • **MILESTONE**: 2/2026**:** Portal opens for 1/2026 submissions (i.e., eligibility, provider, and claims paid in January)	• Enclave opens • Complete user set-up and training. • Ongoing support is provided.
02/2026	8		
03/2026	9	• Receive and process monthly file submissions.	• Claims paid through 12/31/25 and processed by New Vendor released to internal CIVHC users. • CIVHC users begin accessing data through new enclave. • Remediate any issues during CIVHC UAT process.
04/2026	10	• Receive and process monthly file submissions.	• System sign-off by CIVHC to transition to new vendor.

Estimated Month	# of Months After Contract Signed	Data Transfer, Collection and Processing	Data Access and Reporting
05/2026	11	• Receive and process monthly file submissions.	• Monthly data processing and bi-monthly release of data completed as scheduled. • Ongoing support is provided to users.
06/2026	12	• New vendor receives and processes monthly file submissions.	• Monthly data processing and bi-monthly release of data completed as scheduled. • Ongoing support is provided to users.

RFP Appendix 2: Standard Terms and Conditions

Appendix 2A: Business Associates Agreement

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("**BAA**") is part of the Agreement between the Center for Improving Value in Health Care ("**CIVHC**"), and _____, ("**Contractor**"), to which it is attached and incorporated by reference. In its role as the CO APCD administrator, CIVHC may, from time to time, enter into contracts with organizations deemed to be Covered Entities under the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**"), Pub. L. No. 104-191, the Health Information Technology for Economic and Clinical Health ("**HITECH**") Act, Pub. L. No. 111-005, and the rules and regulations promulgated thereunder. Such contracts may require that CIVHC enter into a business associate agreement with such Covered Entities as a condition for the disclosure and use of Protected Health Information (as defined below). The terms of such agreements may further require that CIVHC, as a Business Associate, execute a similar agreement with its agents, subcontractors, or other third parties to whom CIVHC discloses or provides access to such PHI, including Contractor.

1. **Definitions.**

   a. Except as otherwise defined herein, capitalized terms in this BAA shall have the definitions set forth in the Agreement to which it is attached and incorporated by reference and at 45 C.F.R. Parts 160, 162 and 164, as amended (the "**HIPAA Rules**"). In the event of any conflict between the mandatory provisions of the HIPAA Rules and the provisions of this BAA, the HIPAA Rules shall control. Where the provisions of this BAA differ from those mandated by the HIPAA Rules, but are nonetheless permitted by the HIPAA Rules, the provisions of this BAA shall control.

   b. "**Protected Health Information**" or "**PHI**" means 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, and shall have the meaning given to such term under the HIPAA Rules, including, but not limited to, 45 C.F.R. Section 160.103.

   c. "**Protected Information**" shall mean PHI provided by CIVHC to Contractor or created or received by Contractor on CIVHC's behalf. To the extent Contractor is a covered entity under HIPAA and creates or obtains its own PHI for treatment, payment and health care operations, Protected Information under this BAA does not include any PHI created or obtained by Contractor as a covered entity, and Contractor shall follow its own policies and procedures for accounting, access, and amendment of Contractor's own PHI.

2. **Obligations of Contractor.**

   a. **Permitted Uses.** Contractor shall not use Protected Information except for the purpose of performing Contractor's obligations under this BAA and the Agreement and as permitted under this BAA and the Agreement. Further, Contractor shall not use Protected Information in any manner that would constitute a violation of the HIPAA Rules if so used by CIVHC, except that Contractor may use Protected Information: (i) for the proper management and administration of Contractor; (ii) to carry out the legal responsibilities of Contractor; or (iii) for Data Aggregation purposes for the Health Care Operations of CIVHC or a Covered Entity in cooperation with CIVHC. Contractor accepts full responsibility for any penalties incurred as a result of Contractor's breach of the HIPAA Rules.

   b. **Permitted Disclosures.** Contractor shall not disclose Protected Information in any manner that would constitute a violation of the HIPAA Rules if disclosed by CIVHC, except that Contractor may disclose Protected Information: (i) in a manner permitted pursuant to this BAA and the Agreement; (ii) for the proper management and administration of Contractor; (iii) as required by law; (iv) for Data Aggregation purposes for the Health Care Operations of CIVHC or a Covered Entity in cooperation with CIVHC; or (v) to report violations of law to appropriate federal or state authorities, consistent with 45 C.F.R. Section 164.502(j)(1). To the extent that Contractor discloses Protected Information to a third party, Contractor must obtain, prior to making any such disclosure: (i) reasonable assurances from such third party that such Protected Information will be held confidential as provided pursuant to this BAA and only disclosed as required by law or for the purposes for which it was disclosed to such third party; and (ii) an agreement from such third party to notify Contractor immediately of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach.

   c. **Appropriate Safeguards.** Contractor shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information other than as permitted by this BAA. Contractor shall comply with the requirements of 45 C.F.R. Sections 164.308, 164.310, 164.312, and 164.316. Contractor shall

maintain a comprehensive written information privacy and security program that includes administrative, technical, and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities, and as specified in the Agreement.

     d.   **Reporting of Improper Use or Disclosure.** Contractor shall report to CIVHC in writing any use or disclosure of Protected Information other than as provided for by this BAA immediately, but in all cases within twenty-four (24) hours of becoming aware of such use or disclosure.

     e.   **Contractor's Agents.** If Contractor uses one or more sub-Contractors or agents to provide services under the BAA, and such sub-Contractors or agents receive or have access to Protected Information, each sub-Contractor or agent shall sign an agreement with Contractor containing substantially the same provisions as this BAA. Contractor shall implement and maintain sanctions against agents and sub-Contractors that violate such restrictions and conditions and shall mitigate the effects of any such violation.

     f.   **Access to Protected Information**. Contractor shall make Protected Information maintained by Contractor or its agents or sub-Contractors in Designated Record Sets available to CIVHC, or a Covered Entity as may make such a request of CIVHC, for inspection and copying within ten (10) business days of a request by CIVHC, or such Covered Entity, to enable CIVHC, or such Covered Entity, to fulfill its obligations to permit individual access to PHI under the HIPAA Rules, including, but not limited to, 45 C.F.R. Section 164.524.

     g.   **Amendment of Protected Information.** Within ten (10) business days of receipt of a request from CIVHC, or a Covered Entity as may make such a request of CIVHC, for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, Contractor or its agents or sub-Contractors shall make such Protected Information available to CIVHC, or such Covered Entity, for amendment and incorporate any such amendment to enable CIVHC, or such Covered Entity, to fulfill its obligations with respect to requests by individuals to amend their PHI under the HIPAA Rules, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from Contractor or its agents or sub-Contractors, Contractor must notify CIVHC in writing within five (5) business days of receipt of the request. Any denial of amendment of Protected Information maintained by Contractor or its agents or sub-Contractors shall be the responsibility of CIVHC, in cooperation with the applicable Covered Entity.

     h.   **Accounting Rights.** Within ten (10) business days of notice of a request for an accounting of disclosures of PHI by CIVHC, or a Covered Entity as may make such a request of CIVHC, Contractor and its agents or sub-Contractors shall make available to CIVHC, or a Covered Entity as may make such a request of CIVHC, the information required to provide an accounting of disclosures to enable CIVHC, or such Covered Entity, to fulfill its obligations under the HIPAA Rules, including, but not limited to, 45 C.F.R. Section 164.528. Contractor agrees to implement a process that allows for an accounting to be collected and maintained by Contractor and its agents or sub-Contractors for at least six (6) years prior to the request, but not before the compliance date of the HIPAA Rules. At a minimum, such information shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to Contractor or its agents or sub-Contractors, Contractor shall within five (5) business days of the receipt of the request forward it to CIVHC in writing, and CIVHC shall forward such request to the applicable Covered Entity. It shall be the applicable Covered Entity's responsibility to prepare and deliver any such accounting requested. Contractor shall not disclose any Protected Information except as set forth in Section 2(b) of this BAA.

     i.   **Governmental Access to Records.** Contractor shall make its internal practices, books, and records relating to the use and disclosure of Protected Information available to the Secretary of the U.S. Department of Health and Human Services (the "**Secretary**"), in a time and manner designated by the Secretary, for purposes of determining CIVHC's or Contractor's compliance with the HIPAA Rules. Contractor shall provide to CIVHC a copy of any Protected Information that Contractor provides to the Secretary concurrently with providing such Protected Information to the Secretary.

     j.   **Minimum Necessary.** Contractor (and its agents or sub-Contractors) shall only request, use and disclose the minimum amount of Protected Information necessary to accomplish the purpose of the request, use, or disclosure, in accordance with the Minimum Necessary requirements of the HIPAA Rules including, but not limited to, 45 C.F.R. Sections 164.502(b) and 164.514(d).

     k.   **Retention of Protected Information.** Except upon termination of the Agreement or the BAA, as provided in Section 4(e), Contractor and its agents or sub-Contractors shall retain all Protected Information throughout the term of this BAA and shall continue to maintain the information required under Section 2(h) of this BAA for a period of six (6) years.

     l.   **Notification of Breach.** During the term of this BAA, Contractor shall notify CIVHC immediately, but in all cases within twenty-four (24) hours, of any suspected or actual breach of security, intrusion, or unauthorized use or

disclosure of PHI or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. Such notice shall include the identification of each individual whose unsecured PHI has been, or is reasonably believed to have been, accessed, acquired, or disclosed during the breach. Contractor shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

m. **Audits, Inspections and Enforcement.** Within ten (10) business days of a written request by CIVHC, or as otherwise specified in the Agreement, Contractor and its agents or sub-Contractors shall allow CIVHC, or a Covered Entity as may make such a request of CIVHC, to conduct a reasonable inspection of Contractor's facilities, systems, books, records, agreements, policies, and procedures relating to the use or disclosure of Protected Information pursuant to this BAA for the purpose of determining whether Contractor has complied with this BAA; provided, however, that: (i) Contractor and CIVHC shall mutually agree in advance upon the scope, timing, and location of such an inspection; and (ii) CIVHC shall protect the Confidential Information of Contractor to which CIVHC has access during the course of such inspection, pursuant to the terms set forth in the Agreement. The fact that CIVHC inspects, or fails to inspect, or has the right to inspect, Contractor's facilities, systems, books, records, agreements, policies, and procedures does not relieve Contractor of its responsibility to comply with this BAA, nor does CIVHC's (i) failure to detect or (ii) detection, but failure to notify Contractor or require Contractor's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CIVHC's enforcement rights under the Agreement or this BAA.

n. **Safeguards During Transmission.** Contractor shall be responsible for using appropriate safeguards to maintain and ensure the confidentiality, privacy, and security of Protected Information transmitted to CIVHC or others pursuant to the Agreement, in accordance with the standards and requirements of the HIPAA Rules, until such Protected Information is received by CIVHC or others, and in accordance with any specifications set forth in the Agreement.

o. **Restrictions and Confidential Communications.** Within ten (10) business days of notice of a restriction upon uses or disclosures or request for confidential communications by CIVHC, or a Covered Entity as may make such a request of CIVHC, pursuant to 45 C.F.R. Section 164.522, Contractor will restrict the use or disclosure of an individual's Protected Information, provided the applicable Covered Entity has agreed to such a restriction. Contractor will not respond directly to an individual's request to restrict the use or disclosure of Protected Information or to send all communication of

Protected Information to an alternate address. Contractor will refer such requests to the CIVHC so that the CIVHC can coordinate with the applicable Covered Entity to prepare a timely response to the requesting individual and provide direction to Contractor.

3. **Obligations of CIVHC.**

a. **Safeguards During Transmission.** CIVHC shall be responsible for using appropriate safeguards to maintain and ensure the confidentiality, privacy, and security of PHI transmitted to Contractor pursuant to the Agreement, in accordance with the standards and requirements of the HIPAA Rules, until such PHI is received by Contractor, and in accordance with any specifications set forth in the Agreement.

b. **Notice of Changes.** CIVHC shall provide Contractor with a copy of any changes or limitation(s) to an applicable Covered Entity's notice of privacy practices, to the extent such changes or limitation(s), as provided by such Covered Entity to CIVHC, may affect Contractor's use or disclosure of Protected Information. CIVHC shall provide Contractor with any changes in, or revocation of, permission to use or disclose Protected Information, to the extent it is received by CIVHC from an applicable Covered Entity and may affect Contractor's permitted use or disclosure of PHI. CIVHC shall notify Contractor of any restriction on the use or disclosure of Protected Information that CIVHC has received from an applicable Covered Entity that has agreed to such restriction in accordance with 45 C.F.R. Section 164.522.

4. **Term and Termination.**

a. **Term.** The term of this BAA shall commence as of the Effective Date and shall terminate when all of the PHI provided by CIVHC to Contractor or created or received by Contractor on behalf of CIVHC, is destroyed or returned to CIVHC or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with Section 4(e)(2).

b. **Material Breach by Contractor.** A breach by Contractor of any provision of this BAA, as determined by CIVHC, shall constitute a material breach of this BAA and shall provide grounds for immediate termination of this BAA and termination for cause of the Agreement, as between CIVHC and Contractor, notwithstanding any provision in this BAA or the Agreement to the contrary.

c. **Reasonable Steps to Cure Breach.** If CIVHC knows of a pattern of activity or practice of Contractor that constitutes a material breach or violation of the Contractor's obligations under the provisions of this BAA or another arrangement and does not terminate this BAA pursuant to Section 4(b), then CIVHC shall take reasonable steps to cure such breach or end such violation, as applicable. If CIVHC's efforts to cure such breach or end such violation are unsuccessful, CIVHC shall either (i) terminate the BAA, if feasible or (ii) if termination of this BAA is not feasible, CIVHC

shall report Contractor's breach or violation to the Secretary of the Department of Health and Human Services.

>   **d.**   **Judicial or Administrative Proceedings.** Either party may terminate the BAA, effective immediately, if (1) the other party is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Rules or other security or privacy laws or (2) a finding or stipulation that the other party has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Rules or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

>   **e.**   Effect of Termination.

>   (1)   Except as provided in paragraph (2) of this subsection, upon termination of this BAA, for any reason, Contractor shall return or destroy all Protected Information that Contractor or its agents or sub-Contractors still maintain in any form and shall retain no copies of such Protected Information. If Contractor elects to destroy the Protected Information, Contractor shall certify in writing to CIVHC that such Protected Information has been destroyed.

>   (2)   If Contractor determines that returning or destroying the Protected Information is not feasible, Contractor shall promptly provide CIVHC notice of the conditions making return or destruction infeasible. Upon mutual agreement of CIVHC and Contractor that return or destruction of Protected Information is infeasible, Contractor shall continue to extend the protections of Sections 2(a), 2(b), 2(c), 2(d) and 2(e) of this BAA to such information, and shall limit further use of such Protected Information to those purposes that make the return or destruction of such Protected Information infeasible.

5.   **Injunctive Relief.** CIVHC shall have the right to injunctive and other equitable and legal relief against Contractor or any of its agents or sub-Contractors in the event of any use or disclosure of Protected Information in violation of this BAA or applicable law.

6.   **Disclaimer.** CIVHC makes no warranty or representation that compliance by Contractor with this BAA, HIPAA, the HITECH Act or the HIPAA Rules will be adequate or satisfactory for Contractor's own purposes. Contractor is solely responsible for all decisions made by Contractor regarding the safeguarding of Protected Information.

7.   **Certification.** To the extent that CIVHC determines an examination, beyond any security assessment or other examination as provided for in the Agreement, is necessary in order to comply with CIVHC's legal obligations pursuant to HIPAA relating to certification of its security practices, CIVHC or its authorized agents or Contractors may, at CIVHC's expense, examine Contractor's facilities, systems, procedures, and records as may be necessary for such agents or Contractors to certify to CIVHC the extent to which Contractor's security safeguards comply with HIPAA, the HITECH Act, the HIPAA Rules or this BAA.

8.   **Indemnification.** Contractor will indemnify, defend, and hold harmless CIVHC, CIVHC's subsidiaries or affiliates under its control, and their respective trustees, directors, officers, grantors, partners, employees, agents, and Contractors from any and all claims, losses, liabilities, damages, judgments, fees, expenses, awards, civil monetary penalties, and costs (including attorneys' and court fees and expenses) arising out of or related to any Breach or alleged Breach of Unsecured ePHI maintained, stored, accessed, transmitted, created, or otherwise used by Contractor and arising from Contractor's breach, or failure to perform (and whether as a result of the negligence or willful misconduct of CIVHC, or any of CIVHC's employees, Contractors, or agents) pursuant to this BAA.

9.   **Regulatory References.** A reference in this BAA to a section in HIPAA, the HITECH Act, or the HIPAA Rules means the section as in effect or as amended, and for which compliance is required by CIVHC, Contractor, or both.

10.   **Amendment to Comply with Law.** The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of this BAA may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the HIPAA Rules, and other applicable laws relating to the security or privacy of PHI. The parties understand and agree that CIVHC must receive satisfactory written assurance from Contractor that Contractor will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this BAA embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the HIPAA Rules or other applicable laws. CIVHC may terminate this BAA upon thirty (30) days written notice in the event (i) Contractor does not promptly enter into negotiations to amend this BAA when requested by CIVHC pursuant to this Section or (ii) Contractor does not enter into an amendment to this BAA providing assurances regarding the safeguarding of PHI that CIVHC, in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA, the HITECH Act, and the HIPAA Rules.

11.   **Assistance in Litigation or Administrative Proceedings.** Contractor shall make itself, and any sub-Contractors, employees, or agents assisting Contractor in the performance of its obligations under the BAA, available to CIVHC, at no cost to CIVHC, in the event of litigation or administrative proceedings being commenced against CIVHC,

its directors, officers, or employees based upon a claimed violation of HIPAA, the HITECH Act, the HIPAA Rules, or other laws relating to security and privacy of PHI, except where Contractor or its sub-Contractor, employee, or agent is a named adverse party.

12. **Third Party Beneficiaries.** Nothing express or implied in this BAA is intended to confer, nor shall anything herein confer, upon any person other than CIVHC, Contractor, and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever. Notwithstanding the foregoing, each Covered Entity and each of their respective successors and assigns is an express third-party beneficiary of this BAA.

13. **Interpretation and Order of Precedence.** The provisions of this BAA shall prevail over any provisions in the Agreement that may conflict or appear inconsistent with any provision in this BAA. Together, the Agreement and this BAA shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, and the HIPAA Rules. The parties agree that any ambiguity in this BAA shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, and the HIPAA Rules.

14. **Survival of Certain BAA Terms.** Notwithstanding anything herein to the contrary, Contractor's obligations under Section 4(e) (Effect of Termination) and Section 12 (Third Party Beneficiaries) shall survive termination of this BAA and shall be enforceable by CIVHC as provided herein in the event of such failure to perform or comply by the Contractor. This BAA shall remain in effect during the term of the Agreement including any extensions.

Appendix 2B: Service Level Agreements

SERVICE LEVEL AGREEMENTS

Contractor shall comply with the following Service Level Agreements (SLAs) which shall be incorporated into any applicable CIVHC Data Manager contract.

1. **Privacy and Security Requirements:**
   a. **Location.** Any server receiving**,** hosting COAPCD data or providing services to the COAPD shall be located in the United States.
   b. **Security Breach Notification***:* Contractor shall notify CIVHC immediately, but in no case in more than twenty-four (24) hours, upon becoming aware of any actual or reasonably suspected unauthorized access to or disclosure of COAPCD data or security incident affecting any COAPCD component or supporting infrastructure.
   c. **Security Incident Response Priority**. When reporting a security issue to Contractor, CIVHC shall identify the issue by its Security Level as described below. If Contractor identifies a security issue, Contractor shall immediately notify CIVHC and identify the issue security level based on Contractor's initial evaluation.
      i. Security Level 1 (S1) – Incident affecting critical systems, information, or data (e.g., DDoS, active hacking, virus outbreak, breach, etc.)
      ii. Security Level 2 (S2) – Incident affecting non-critical systems, information, or data. Employee investigations that should typically be classified at this level (e.g., improper access, incidental disclosure, non-active hacking, policy violations, etc.)
   d. **Time to Response and Resolution**. Immediately upon identifying a security issue or receiving notice from system users of a security issue, Contractor shall respond and resolve the issue in alignment with the guidelines outlined below, as applicable. If Contractor cannot meet any of these guidelines, Contractor shall notify CIVHC in writing, explain why, and propose new Response and Resolution Times for CIVHC's approval.
      i. Initial Response and notification to CIVHC (Stopgap Measure):
         1. Security Level 1 (S1) – Response Time/Target: 30 clock minutes / 100%
         2. Security Level 2 (S2) – Response Time/Target: 1 business hour / 100%
      ii. Investigation:
         1. Security Level 1 (S1) – Response Time/Target: 1 clock hour / 100%
         2. Security Level 2 (S2) – Response Time/Target: 1 business day / 100%
      iii. Workaround/Interim Resolution:
         1. Security Level 1 (S1) – Resolution Time/Target: 4 clock hours / 100%
         2. Security Level 2 (S2) – Resolution Time/Target: 2 business days / 100%
      iv. Full Resolution:
         1. Security Level 1 (S1) – Resolution Time/Target: 2 business days / 100%
         2. Security Level 2 (S2) – Resolution Time/Target: 5 business days / 100%
      v. Corrective Action Plan and Debrief of Root Causes with CIVHC:
         1. Security Level 1 (S1) – 5 business days following full resolution
         2. Security Level 2 (S2) – 5 business days following full resolution
   e. **Updates**. For Security Level 1 (S1) incidents, Contractor shall provide status updates every 1 hour to CIVHC until the security issue is resolved. For Security Level 2 (S2) incidents, Contractor shall provide status updates via a weekly summary to CIVHC in writing until the security issue is resolved.
   f. For security incidents involving Medicare data, Contractor shall cooperate with CIVHC in all CMS-required reporting and mitigation processes and shall collaborate on root cause analysis, development of a corrective action plan, and execution of such plan.

g. **Security Audit.** In the event of a security audit from the State of Colorado, Contractor shall cooperate fully and collaborate with CIVHC staff in meeting audit requirements. Following a State of Colorado audit, Contractor shall collaborate with CIVHC to resolve any identified issues or vulnerabilities.

2. **System Availability:**
    a. **Definition**: COAPCD availability, and that of all its components, shall be no less than 99 percent of the time, 24 hours per day, 7 days per week and 365 days per year (or 366 days in those years that are leap years), less Excluded Downtime ("Uptime").
    b. **Response Time.** Contractor shall perform verification and validation activities on submitted data, and for each data submission, provide a Validation Report back to the data submitter, through the CO APCD portal, within 24 hours of receiving each file.
    c. **Analytic Environment Response.** Contractor shall create performance benchmarks for the analytic environment, agreed upon by CIVHC, and shall maintain system performance at or above 90% of those benchmarks. The benchmarks will be testable by CIVHC as needed and performance <90% of the benchmark will be corrected within 24 hours.
    d. **Excluded Downtime.** Contractor shall give an account of the number of minutes of any planned or scheduled down-time. The standard maintenance window will be the third Sunday of each month from 6:00am to 10:00am Mountain Time, or as otherwise agreed upon, in writing, by CIVHC and Contractor. The Contractor shall provide CIVHC reasonable advance notice and explanation of any planned or scheduled down-time required outside the standard maintenance window, and CIVHC, in its sole discretion, shall determine whether any such request qualifies as Excluded Downtime.
    e. **Unplanned Downtime and Credits.** Uptime below 99 percent in any given month will result in credits to CIVHC as set forth in Table 1 below.
    f. **CO APCD Failure Recovery.** Contractor shall provide for a recovery from a CO APCD failure (information technology, telecommunications, or related or comparable failure) in the minimal possible period of time with minimal loss of data. Contractor shall provide for a recovery from a CO APCD failure (information technology, telecommunications, or related or comparable failure) in the minimal possible period of time with minimal loss of data. In the event of a CO APCD failure, Contractor shall notify CIVHC of the failure within 30 minutes of its discovery and shall update CIVHC no less than twice per business day until resolution.
    g. **CO APCD Failover Capacity.** Contractor shall ensure that, in the event of a failure (information technology, telecommunications, or related or comparable failure) of any operational and technical COAPCD components, Contractor has arranged for failover/contingency capabilities that ensure minimal disruption to operations.
    h. **Business Continuity and Disaster Recovery Plan.** The Contractor shall deliver a Business Continuity and Disaster Recovery Plan within 10 days of the contract start date. Once approved by CIVHC, Contractor shall ensure it is in place at all times during the contract period. An approved Business Continuity and Disaster Recovery plan will be reviewed, revised as needed, and re-approved by CIVHC no less than annually.
    i. **Disaster Recovery**. Contractor shall meet the Recovery Time Objective (RTO) and Recovery Point Objective (RPO) requirements listed below in the case of disaster recovery. Contractor shall test and document the disaster recovery process at least bi-annually (twice a year) to ensure compliance with the RTO and RPO.
        i. Recovery Time Objective (RTO): < 24 hours
        ii. Recovery Point Objective (RPO): < 24 hours

3. Performance:
    a. **Completion of Deliverables as Specified in the Deliverables and Milestones Schedule**. The Contractor shall upload and make available all data files and reports within 24 hours of receiving CIVHC approval of the deliverable. Contractor shall adhere to all documentation, annual registration,

data collection, processing and Enclave refresh deadlines as specified in the Deliverables and Milestone Schedule.1% of monthly fees at risk for every calendar day past the deadline, up to a maximum 8% of fees for only the applicable month.

b. Provide maintenance and support services to CIVHC for the CO APCD as follows:
   i. Monitor error responses received from CO APCD servers or other software.
   ii. Isolate and resolve any issues related to network transmission errors, to the extent such errors arise or otherwise occur within Contractor's network or systems.
   iii. Provide support for software, including support with respect to errors.
   iv. Provide telephone support from knowledgeable staff members between the hours of 9am and 5pm Mountain Time, Monday through Friday, for the entire contract term.
   v. Maintain one or more telephone numbers operable 24 hours a day, 7 days a week for use by CIVHC for providing notice of errors or otherwise requesting support under the contract.
c. **Error Response.** Immediately upon identifying an error or receiving notice from CIVHC of an error, Contractor shall respond to the error according to the timeline below as applicable:
d. When reporting an error to Contractor, CIVHC shall identify the error as a Major Error or a Minor Error based on CIVHC's initial evaluation of the error. If Contractor identifies an error, Contractor shall immediately notify CIVHC and identify the error as a Major Error or a Minor Error based on Contractor's initial evaluation of the error. Contractor and CIVHC will jointly determine whether the reported error is a Minor Error or a Major Error. Once such determination is made, Contractor shall proceed as follows:
   i. In the event of a Major Error, Contractor shall either respond to CIVHC's notice of such error or notify CIVHC of its identification of the Major Error within 2 hours. Contractor shall immediately initiate work on a solution to CIVHC's satisfaction. Contractor shall deliver a work-around solution for the Major Error to CIVHC and install such work-around within forty-eight (48) hours of CIVHC's report of the error to Contractor or Contractor's discovery of the error. Contractor shall use reasonable efforts to deliver a fix for the Major Error to CIVHC and install such fix within seven calendar days of CIVHC's report of the error or Contractor's discovery of the error. If Contractor is unable to deliver a fix within seven days, Contractor shall deliver to CIVHC a good faith estimate of the time necessary to resolve the error.

   ii. In the event of a Minor Error, Contractor shall notify CIVHC of its identification or respond to CIVHC's notification of Contractor within 72 hours. Contractor shall provide CIVHC with a fix to the Minor Error, to CIVHC's satisfaction, no later than fourteen calendar days after CIVHC reports such error to Contractor, or Contractor discovers such error.

4. User Support:
   a. Respond to any request from CIVHC for escalation relative to the services in the Contractor's scope of work no later than <u>four business hours</u> from CIVHC's request.
   b. **User Help Requests**. For user help requests to the [DMV's Help Desk] during business hours (9 AM to 5 PM MT), the DMV shall establish and operate a call-in or online ticketing process.
      i. **Priority Level 1** tickets are defined as those where the user is experiencing a condition that disables use of or access to the enclave, data warehouse, or applications within the data warehouse, where no workaround is available, and an immediate solution is required.
      ii. **Priority Level 2** tickets are defined as those where the user is experiencing a condition that frequently disrupts or limits use of the enclave, data warehouse, or applications within the data warehouse, where no reasonable workaround is available, and an immediate solution is required.
      iii. **Priority Level 3** tickets are defined as those where overall production is operational with no major impact on CIVHC's business operation, functionality differs from the intended design,

or help is needed to answer non-critical issues, and a reasonable workaround is available, or an immediate solution is not required.

  iv. **Priority Level 4** tickets are defined as requests for information or new features, or issues that do not regularly occur.

c. Provide a 1 business day response for technical issues**,** reported by any CIVHC staff user*,* defined as: account management, application launch failure, and database connectivity errors. Guaranteed issue resolution.

d. Each SLA violation will hold a penalty of 1.5% of the fees for the applicable month only, up to a maximum of a 9% penalty.

e. Provide and maintain a ticketing system for all communications with Help Desk.

f. Provide monthly report on requests received (date, requester, etc.), time to resolution, status as of date of report.

g. Notification of corporate acquisition or merger no less than 90 days before effective date.

5. System Performance:

  a. **Performance Factors.** Performance factors are applied in instances where Contractor fails to meet the Minimum Service Level Requirements. Beginning with the contract start date, performance against established Minimum Service Level Requirements will be credited according to Table 1. CIVHC may apply performance factors to Contractor's submitted invoice monthly, or accumulate such factors across a calendar year, at its sole discretion.

Table 1: Service Level Requirements as Performance Factors

Service Level Requirement Standard	Uptime >99% less Excluded Downtime **Method of Calculation of Credit** Uptime related /credits will be calculated according to Uptime ranges as follows: <98.5% Credit 2.5% monthly charges 98.5% < x < 99% Credit 1.5% monthly charges Uptime percentage will be calculated to the first decimal point only for purposes of applying credits.

b. The Performance Factor derived shall not be deemed the exclusive remedy available to CIVHC for the failure of Contractor to perform at or above the Minimum Service Level Requirements and shall not affect any other remedies and rights that CIVHC may have, in law or in equity, for any other causes of action or liability arising out of such failure.

c. The Enclave will be backed-up daily.

d. **Performance Report SLA**. Contractor shall submit monthly SLA Reports to provide details on the following metrics.

e. **Data Enclave Uptime**: Addressed by reports to monitor front-end website access and the back-end internal systems.

  i. Data Enclave Uptime Website Availability

  ii. Data Enclave Uptime Internal System Availability – Logic Monitor Report

f. **Software Upgrades and Patches**. Addresses automated upgrades and patches completed in the Data Enclave for the month.

g. **Notification and report on Key Personnel.** For turnover in Key Personnel, temporary personnel with similar skillsets are assigned to work alongside outgoing personnel within five (5) business days of known turnover and new hire candidates previously vetted by the Contractor are presented to the client for review and approval within forty-five (45) business days.

Appendix 2C: Insurance Requirements

Contractor will, at its own expense, provide and keep in full force and effect during the Term of this Agreement one or more insurance policies having the following minimum coverages and limits:

Coverage Type	Coverage Requirement
Worker's Compensation	Statutory limits
Comprehensive General Liability (including products liability and umbrella coverage)	$1,000,000 each occurrence; $1,000,000 general aggregate; $1,000,000 products and completed operations aggregate; $50,000 any one fire
Professional Liability, Errors and Omissions	$1,000,000 each claim; and $1,000,000 general aggregate.
Cyber/Network Security and Privacy Liability: Liability insurance covering civil, regulatory, and statutory damages, contractual damages, data breach management exposure, and any loss of income or extra expense as a result of actual or alleged breach, violation or infringement of right to privacy, consumer data protection law, confidentiality or other legal protection for personal information	$5M of coverage for any health data project with flow through requirements for subcontractors
Comprehensive Automobile Liability (including umbrella coverage)	$1,000,000 each occurrence
Crime Insurance	$1,000,000 per loss discovered $1,000,000 general aggregate

Provisions
The Comprehensive General Liability and Professional Liability insurance policies set forth above shall name CIVHC as an additional insured under such. Upon the written request of CIVHC, Contractor shall cause its insurance carriers to furnish insurance certificates specifying the types and amounts of coverage in effect pursuant to this Section, the expiration dates of such polices, and a statement that no insurance under such policies will be canceled or materially changed without thirty (30) calendar days prior written notice to CIVHC.

Rating. All insurance coverage required by this Section will be obtained with a commercial carrier having an A.M. Best rating of at least "A-," such carrier to be approved in advance by CIVHC.

Proof of Coverage. On the Effective Date, and as requested by CIVHC from time to time, Contractor will provide CIVHC with Certificates of Insurance evidencing the insurance coverages listed above. Contractor will give CIVHC forty-five (45) days' prior written notice of any cancellation or material change to any of the policies required by this Section. Notwithstanding any other provision of this Agreement, failure to provide the certificates of insurance will be grounds for immediate termination of this Agreement.

Subcontractors. Contractor will require that each of its subcontractors or agents carry substantially similar insurance with the same minimum limits as required herein for Contractor.

Subrogation.   Neither party will be liable to the other or to an insurance company, by way of subrogation or otherwise, for any covered loss, even though such loss might have been occasioned by the negligence of such party, its agents or employees, if such loss or damage is covered by insurance benefiting the party suffering such loss.

Intention. None of the foregoing requirements as to the type and limits of insurance to be maintained by Contractor or Contractor's subcontractors or agents are intended to and will not in any manner limit or qualify the liabilities and obligations assumed by Contractor under this Agreement.