

REQUEST FOR BID

**State of Connecticut Workers' Compensation Commission**

**Develop, Publish and Distribute the  
2007 UPDATE to the "Official Connecticut Practitioner Fee Schedule"**

*Term of Contract: Date of Award through March 31, 2008*

*Bid Closing Date: December 12, 2006*

*Project Delivery Date: March 31, 2007*

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**Project Summary**

The Connecticut Workers' Compensation Commission seeks bid from methodology experts who have successfully developed medical reimbursement fee schedules for state workers' compensation agencies. This contract will be awarded to the most qualified vendor who can develop, publish and distribute the **2007 UPDATE** to the "*Official Connecticut Practitioner Fee Schedule*" with new 2007 AMA CPT® (Current Procedural Terminology) codes, descriptions, rules, and fees maintaining the methodology as statutorily mandated under C.G.S. Sec. 31-280(11)(B) and Connecticut Administrative Regulation Sec. 31-280-3(b)(2) as amended, consistent with the Connecticut General Statutes and other applicable federal laws.

**Vendor Qualification Requirements:**

**The Vendor MUST:**

1. Possess a thorough understanding of AMA CPT® codes used in the annual publication of the "*Official Connecticut Practitioner Fee Schedule*";
2. At no cost to the agency, possess the required AMA CPT® license from the American Medical Association, valid for the duration of this contract, including but limited to:
  - a. Vendor shall obtain or hold any and all license and authorizations from the AMA for the inclusion of AMA CPT® codes and descriptions, including abbreviated descriptions, in the fee schedule and for the right of vendor to reproduce, publish and distribute, and having AMA CPT® codes and descriptions (including any and all royalty fees and other payments);
  - b. Vendor shall obtain any renewals and extensions of said licenses and/or authorizations from the AMA as may be necessary for the term of this contract; and
  - c. Royalty payments shall be a matter solely between Vendor and the AMA, the State of Connecticut and the Workers' Compensation Commission shall be held harmless for any issues regarding payment or lack thereof.
3. Possess the required permission from the American Society of Anesthesiologists, Inc. to use ASA base value units and concomitant licensing with the American Medical Association for AMA CPT® codes related thereto, valid for the duration of this contract;
4. Possess the required knowledge and experience necessary to develop methodology to produce medical fees and billing guidelines;
5. Possess understanding and expert knowledge of laws and regulations of the State of Connecticut pertaining to medical fee assessments;
6. Possess understanding and expert knowledge of federal laws and regulations pertaining to medical fees and physician/medical provider issues;
7. Possess expert knowledge and experience in workers' compensation medical billing codes and practices;

8. Possess expert knowledge and experience in Medicare billing practices;
9. Possess prior experience in formulating and producing annual revisions to medical fee schedules for medical practitioners who treat injured workers, and demonstrate such experience as required under "Vendor Submission";
10. Possess expert knowledge and comprehension of Connecticut Workers' Compensation laws and regulations;
11. Possess financial stability; and
12. Employ adequate personnel to develop, publish and distribute the 2007 UPDATE to the "*Official Connecticut Practitioner Fee Schedule*", and demonstrate to agency's satisfaction existence of same.

### **Product Definition and Requirements:**

#### **The Vendor SHALL:**

1. Provide the agency with a review of the current 2005 and 2006 "*Official Connecticut Practitioner Fee Schedule*" as follows: review ground rules and general instructions in agency's current fee schedule and provide recommendations for instructions and rules that may require re-evaluation due to changes in AMA CPT® codes, Medicare rules, and industry standards, and submit language to be included in the 2007 UPDATE;
2. Develop, publish and distribute the 2007 UPDATE to the "*Official Connecticut Practitioner Fee Schedule*" with new 2007 AMA CPT® codes, descriptions, rules, and fees maintaining the methodology as statutorily mandated under C.G.S. Sec. 31-280(11)(B) and Connecticut Administrative Regulation Sec. 31-280-3(b)(2) as amended;
3. Produce a deliverable that is consistent with the state and federal laws;
4. Produce a deliverable that includes copyright information and appropriate disclaimers;
5. Provide a statement as to the methodology employed to produce the deliverables in the 2007 UPDATE;
6. At any time during the term of the fee schedule the vendor shall correct in a timely manner any significant errors in the deliverables that have become apparent to either the vendor or the agency; either party shall give notice to the other of such errors. Vendor shall apprise agency of steps they will take to correct such errors. Such corrections may be released in the form of errata or updates. Any such corrections as per this section shall be at no cost to the agency;
7. Market, distribute and sell to interested persons, in both hard copy and electronic media, similar to prior publications of the "*Official Connecticut Practitioner Fee Schedule*";
8. Agree that all charges for the sale of the 2007 UPDATE to third parties must be at a rate agreeable to the agency and vendor;
9. Handle all aspects of sale and distribution of product to buyers, including but not limited to typesetting, marketing, and distribution;
10. Assume all responsibility and liability associated with producing, marketing, and distributing final product;
11. Furnish 20 (twenty) copies of the 2007 UPDATE to the agency at no cost;
12. Provide telephone consultation throughout the contract term with a minimum of ten (10) hours at no cost to agency to interpret and clarify the information published in the 2007 UPDATE to the "*Official Connecticut Practitioner Fee Schedule*".

## **Vendor Submission:**

### **The Vendor SHALL:**

1. submit a bid to develop, publish and distribute the **2007 UPDATE** to the *“Official Connecticut Practitioner Fee Schedule”* with detailed responses to the above criteria with the following caveats :
  - a. will begin project immediately upon notification of award;
  - b. will deliver a draft production of the **2007 UPDATE** to the *“Official Connecticut Practitioner Fee Schedule”* no later than February 1, 2007;
  - c. allow the agency ten (10) business days to review and submit changes to the draft report;
  - d. will deliver a final draft no later than **March 1, 2007**;
  - e. will produce the deliverable no later than **March 31, 2007**; and
  - f. take full responsibility for the **2007 UPDATE** to the *“Official Connecticut Practitioner Fee Schedule”* and the methodology used therein, assuring the final product is an accurate and authoritative source of information for health care providers to rely on for medical coding and reimbursement; and
2. submit references including examples with names, addresses and contact information of entities for whom a project of similar type has been completed.

### **Agency contact:**

**Marilou Lang**

(860) 493-1500 phone, (860) 247-0831 fax

email: [marilou.lang@po.state.ct.us](mailto:marilou.lang@po.state.ct.us)

### **Sealed bids:**

Sealed bids meeting the above requirements must be received **by mail** no later than **4:00 p.m. Eastern Standard Time on Tuesday, December 12, 2006**, addressed to:

**Marvin L. Smernoff**

Chief Administrative Officer

Chairman’s Office

Workers’ Compensation Commission

21 Oak Street, 4<sup>th</sup> Floor

Hartford, CT 06106

## **TERMS/CONDITIONS**

## **EXECUTIVE ORDERS**

This contract/purchase order is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971, and, as such, this contract/purchase order may be canceled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Three, or any state or federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this contract/purchase order. The parties to this contract/purchase order, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a party hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract/purchase order performance in regard to nondiscrimination, until the contract/purchase order is completed or terminated prior to completion. The contractor agrees, as part consideration hereof, that this contract/purchase order is subject to the Guidelines and Rules issued by

the State Labor Commissioner to implement Executive Order No. Three, and that he will not discriminate in his employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner. This contract/purchase order is also subject to provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this contract/purchase order may be canceled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be a party to this contract/purchase order. The parties to this contract/purchase order, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract/purchase order performance in regard to listing all employment openings with the Connecticut State Employment Service. The parties to this contract/purchase order, as part of the consideration hereof, agree that section 16 of Public Act 91-58 non discrimination regarding sexual orientation, and provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 14, 1999 regarding Violence in the Workplace Prevention Policy is incorporated herein by reference and made a part hereof.

#### I. NON-DISCRIMINATION

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

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

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

- b. (1) The Contractor agrees and warrants that in the performance of the contract/purchase order such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. The Contractor further agrees to take affirmative action to insure that applicants with job related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action - equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which the Contractor

- has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this section and Conn. Gen. Stat. subsections 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Conn. Gen. Stat. subsections 46a-56, 46a-68e and 46a-68f; (b) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this section and section 46a-56. If the Contract/purchase order is a public works contract/purchase order, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.
- c. Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
  - d. The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
  - e. The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Conn. Gen. Stat. subsection 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
  - f. The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this contract/purchase order and as they may be adopted or amended from time to time during the term of this contract/purchase order and any amendments thereto.
  - g. The Contractor agrees to follow the provisions: The contractor agrees and warrants that in the performance of the agreement such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to Section 46a-56 of the general statutes; the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and Section 46a-56 of the general statutes.

- h. The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Section 46a-56 of the general statutes; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

## **INSURANCE**

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

## **STATE LIABILITY**

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

## **INVOICING**

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

## **Order of Precedence**

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

Filename: Medical Fee Schedule (2008) RFB for DAS Portal 11-1-061.doc  
Directory: C:\Documents and Settings\manningka\Local Settings\Temporary Internet Files\OLK19  
Template: C:\Documents and Settings\manningka\Application Data\Microsoft\Templates\Normal.dot  
Title: REQUEST FOR PROPOSALS  
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