

REQUEST FOR PROPOSAL

Colorado Telehealth
Network
Healthcare Connect Fund

Net Connect Project

HCF-43-RFP

Requested by
Colorado Telehealth Network

a project of the Colorado Center for the Advancement of Patient Safety

Table of Contents

1.	Background	3
2.	Due Date and Contact Instructions.....	4
3.	Proposal Evaluation.....	5
4.	List of Participating HCPs	5
5.	CTN Consortium Healthcare Provider Requests	6
6.	Pricing and Cost Information.....	6
7.	Implementation Schedule Description.....	7
8.	Service and Performance Level Agreements	7
9.	Contract Provisions	7
	Appendices.....	10

1. Background:

A consortium of Colorado hospitals, behavioral health organizations, and health clinics organized by the Colorado Center for the Advancement of Patient Safety d/b/a Colorado Telehealth Network (CTN), is requesting proposals for broadband and Internet services (including build-out services if applicable), as well as for perimeter equipment and network management hardware, software and staffing.

CTN was a Rural Health Care Pilot Program participant and is also certified by the Universal Service Administration Company as a consortium under the Federal Communications Commission (FCC) Healthcare Connect Fund (HCF). CTN therefore qualifies to submit this RFP and other documentation to receive funding through the HCF.

In the Pilot Program, CTN focused its efforts on creating a community broadband network specifically designed to meet the diverse interconnectivity requirements of hospitals, behavioral health care centers, and rural clinics. With the Healthcare Connect Fund and this RFP, CTN is expanding its focus to fund a wide range of healthcare-related broadband use cases for eligible Colorado healthcare provider (HCP) sites represented by a Colorado eligible health care provider entity that has signed Letters of Agency to allow CTN to request bids on their behalf. Once the bids are received, the HCP(s) will determine whether they intend to proceed to the contracting phase of the process. Those HCPs that proceed to contracting will be authorizing CTN to submit forms and process payments on their behalf for any service provided under a contract resulting from this RFP process.

Vendors submitting bids should be aware that the payment process for the HCF may not reflect vendors' current practices. Contracted vendors will bill the HCP directly for all contracted services. Once the bill is received by the HCP, the HCP will send the vendor a remittance in the amount of 35% of the billed amount. Upon receipt of the remittance, the vendor will then send CTN an invoice for the HCP's services including notation of the 35% remittance. CTN will then send USAC and the vendor a USAC invoicing package that certifies the 35% payment was sent and that the bill accurately reflects the services the HCP is receiving. In order to receive the remaining 65% of the billed amount, the vendor will need to certify that the USAC invoicing package is accurate, after which the vendor will receive a disbursement from USAC in accordance with the selection made on the vendor's Form 498 (off-set of contribution or direct reimbursement). CTN will have a separate invoicing arrangement with each participating HCP through which HCPs will contribute to CTN's administrative costs plus their fair share of network administration, management, and equipment costs.

Vendors should also be aware that they will need to obtain a SPIN (FCC Form 498) in order to participate in this program (<http://usac.org/sp/tools/forms.aspx>), as well as meet other contracting requirements that are identified in Section 9 of this RFP. <http://www.usac.org/sp/default.aspx>

It is anticipated that several vendors will be required to provide all of the components requested. Vendors are encouraged to make proposals on those parts of the project where they feel they can effectively provide a solution. Vendor proposals will be evaluated

based on what the CTN in collaboration with the affected HCPs determine to be the most “cost effective¹” solution. Bid evaluation criteria is available in Section 3.

In some cases, bids are being requested for connections and services that already have circuits in place and are under existing contract. Both new and existing vendors are welcome to bid on these service requests. Whichever proposals are deemed to be the most “cost effective” will be selected. If existing vendors’ solutions are determined to be the most cost effective, contract work will be required to meet the new circumstances and HCF rules. If the new vendors’ solutions are determined to be the most cost effective, the HCP will need to decide whether to terminate the existing contract and pay the associated penalties or to not participate in the HCF program.

Vendors must in all cases clearly indicate when solutions either require or are dependent upon additional hardware, systems and/or vendors, so that all costs of the functionality requested/promised are accounted for. If the vendor is unable to provide the costs for a dependent vendor system, this must be indicated in the response.

2. Due Date and Contact Instructions

All contact regarding this RFP shall be directed to:

Tracy Hines
Colorado Telehealth Network
7335 Orchard Road
Greenwood Village, CO 80111

E-mail: **rfp@cotelehealth.net**

Responses to this RFP are required within 28 calendar days of the date the RFP is posted on the FCC website and should be in possession of CTN by no later than 3:00 p.m. MST of the RFP due date, which is the 28th day after the posting date.

All questions regarding this RFP should be submitted in Word or PDF format and sent to CTN by e-mail at least a week prior to the RFP response due date. Some questions may be triaged by CTN to the specific HCP involved in the request. All responses to questions will be posted to the CTN website www.cotelehealth.com.

¹ Cost effective is defined in the HCF Order (54.642(c)) as “the method that costs the least after consideration of the features, quality of transmission, reliability, and other factors that the health care provider deems relevant to . . . choosing a method of providing the required health care services.”

3. Proposal Evaluation

Proposed vendor responses for broadband projects will be based on the following evaluation criteria:

Criteria	Weight
Cost of the Solution <ul style="list-style-type: none">• Cost of Services• Cost of Implementation• Cost of Administration	25%
Implementation Timeframe	20%
Suitability to Meet Project Goals	20%
Service Level Agreements Comprehensiveness Objective Measurements Single Point of Contact/Simplicity of Administration Cohesiveness	20%
Capacity to Leverage Existing Broadband Infrastructure	10%
Compliance with the terms of this RFP <i>Inability to comply with the billing terms of this RFP will automatically disqualify any bid regardless of the merits of the bid.</i>	5%

The CTN consortium and its participants reserve the right to issue any resulting order with the vendors whose proposals, in the judgment of the CTN and the affected HCPs, most nearly conform to the specifications and needs of the HCPs as described in our evaluation criteria. CTN reserves the right to waive all technicalities in rejecting any or all proposals which in our judgment fail to satisfy the best interests of the CTN consortium. The CTN consortium is not obligated to accept any proposal received. It may accept proposals in whole or in part, or may reject any and all proposals.

4. List of Participating Healthcare Providers

The following legal entities have service and/or equipment requests included in this RFP:

St. Mary's Medical Center 265 N. 7 th St. Grand Junction, CO 81501 HCP# 23920	MFM Clinic 610 25 Road Grand Junction, CO 81501 HCP# 49493	St. Mary's Lung & Sleep Ctr. 1050 Wellington Ave. Grand Junction, CO 81501 HCP# 50282
Marillac Clinic 510 29 ½ Road Grand Junction, CO 81501 HCP# 23922	St. Mary's Rifle Hangar 375 County Road 352 Rifle, CO 81650 HCP# - 50283	

5. CTN Consortium Healthcare Provider Requests

Unless otherwise noted, bids for broadband and Internet service requests should be for three - five year terms. HCPs will determine what term length is best for their situation once all bids are received.

Additionally, it should be noted that reasonable and customary installation charges up to \$5,000 and upfront charges for service provider deployment of new or upgraded facilities up to an average of \$50,000 per consortium member are eligible for funding through the HCF consortia program (unlike the traditional Rural Health Care Pilot Program). Upfront charges more than \$50,000 per consortium member would have to be pro-rated. Any requirements for upfront charges should be clearly stated in all proposals.

Additionally, in most cases we are requesting quotes for variable levels of bandwidth. We are doing this so that HCPs can weigh the pros and cons of higher bandwidth levels against the additional cost incurred and also because we wish to position CTN consortium HCPs to “turn-up” their bandwidth as circumstances change without needing to go through a new competitive bidding process. However, we recognize that for a variety of reasons different service providers will have different increments of bandwidth that they can provision. Vendors are encouraged to quote the increments of bandwidth (even if not identical to what is in our request) as well as other requested increments they are in a position to deploy.

Any requests for Dark Fiber Indefeasible Rights of Use, vendors should provide the cost for (1) owning and (2) leasing the requested infrastructure.

For requests seeking support for services or equipment that include an ineligible component vendors should provide pricing for a comparable service or piece of equipment that includes only eligible components.

Vendors submitting proposals should describe their organization’s general approach to account management and the plan for ongoing account management relative to the Service Requested. In the event the vendor has an existing account management relationship with a HCP listed within the Appendix, describe in detail how account management relationships will change if awarded some or all of the Services in this RFP.

Please find detailed service requests in the attached Appendix A – Service Requests

6. Pricing and Cost Information

Vendors submitting proposals should identify all costs associated with the solution or subset solution that they are quoting. Not all of the costs associated with the solutions will necessarily qualify for HCF funds, and it is critical that CTN and participants understand the complete cost of ownership. Quotes must include the following:

For telecommunications solutions:

1. Implementation Fees, including any cost of construction or required hardware, for end-to-end connectivity
2. Ongoing transmission fees for end-to-end connectivity, including any fees for virtual circuits where applicable
3. Tax/surcharge rate that will apply
4. Any other costs associated with the solution and/or description of requirements that are prerequisites for the solution that may add additional cost to CTN and its participants

For hardware and/or software solutions:

1. Purchase price

2. Installation costs
3. Shipping charges
4. Ongoing support costs and support hour limits that may add costs
5. Tax/surcharge rate that will apply
6. Any other costs associated with the solution and/or description of requirements that are prerequisites for the solution that may add additional cost to CTN and its participants

7. Implementation Schedule Description

Vendors should include a plan with timeline that provides a clear understanding of the vendor's capacity to implement the solution by a given time. Unless otherwise noted, the optimal date for turn-up of many of these service requests is the earliest commercially feasible date. The vendor's implementation timeline should allow time for testing the implemented circuits/services. Additionally, please identify any circumstances that may create potential delays. Meeting healthcare provider mission critical timing requirements will be one of the proposal evaluation criteria.

8. Service and Performance Level Agreements

The CTN consortium expects that any contracts resulting from this RFP will contain guarantees to the performance of the proposed solution to the specified speeds, transaction volumes, uptime rates, latency, jitter, etc. Please include information regarding service levels and any service level guarantees associated with the solution, including uptime and response time guarantees. Vendors are encouraged to include strong guarantees, as this will be one of the proposal evaluation criteria.

9. Contracting Provisions

As discussed in Section 1 of this RFP, the Healthcare Connect Fund provides an opportunity for HCPs to receive a significant subsidy relating to a wide range of telecommunications products and services. However the rules of the program demand that consortia, HCPs, and vendors adapt their standard processes and contracts to effectively take advantage of this opportunity. Based on CTN's review of the Healthcare Connect Fund Order and associated FAQs, we intend to require that vendors comply with the following contracting provisions:

1. Vendors submitting bids should be aware that the payment process for the HCF may not reflect vendors' current practices. Contracted vendors will bill the HCP directly for all contracted services. Once the bill is received by the HCP, the HCP will send the vendor a remittance in the amount of 35% of the billed amount. Upon receipt of the remittance, the vendor will then send CTN an invoice for the HCP's services including notation of the 35% remittance. CTN will then send USAC and the vendor a USAC invoicing package that certifies the 35% payment was sent and that the bill accurately reflects the services the HCP is receiving. In order to receive the remaining 65% of the billed amount, the vendor will need to certify that the USAC invoicing package is accurate, after which the vendor will receive a disbursement from USAC in accordance with the selection made on the vendor's Form 498 (off-set of contribution or direct reimbursement). CTN will have a separate invoicing arrangement with each participating HCP through which HCPs will contribute to CTN's administrative costs plus their fair share of

network administration, management, and equipment costs. Vendors will be required to incorporate payment term contract language that is consistent with the above process and guarantees the vendor will comply with all current and future requirements of the Healthcare Connect Fund.

2. Vendors should also be aware that they will need to obtain a SPIN in order to participate in this program (<http://www.usac.org/sp/default.aspx>).
<ftp://ftp.fcc.gov/pub/Forms/Form498/498.pdf>
3. In some cases, bids are being requested for connections/services that already have circuits in place and are under existing contract. Vendors holding these contracts should view this RFP as an opportunity to extend or expand what is already in place. If existing vendors' bids are deemed to be the most "cost effective," the existing vendors' solutions may be selected with whatever contract modifications are required to meet the new circumstances and HCF rules. Alternatively, existing contracts that were bid through the traditional program may be "Evergreen."
4. It should be noted that the participating legal entity is part of a cohort of what we expect to be a growing number of sites that decide over time to participate in our consortium. CTN's aggressive yet we believe achievable recruitment target of 200 new sites over the next 12 months. Any contract issued as a result of this RFP will be required to contain provisions permitting the addition of new sites, upgrading services and adding additional services.
5. CTN wishes to maximize the opportunity to "Evergreen" contracts that result from this RFP. According to HCF FAQ language, "A new contract entered into by an HCP or consortium as a result of competitive bidding will be designated as evergreen if it meets all of the following requirements: (1) signed by the individual HCP or consortium lead entity; (2) specifies the service type, bandwidth and quantity; (3) specifies the term of the contract; (4) specifies the cost of services to be provided; and (5) includes the physical addresses or other identifying information of the HCPs purchasing from the contract."
6. Pursuant to #5, in those circumstances in which variable levels of bandwidth are being requested and quoted, vendors will be asked to incorporate the variable bandwidth levels and associated costs into the contract in order to allow HCPs to "turn up" their bandwidth without the need to engage in a new competitive bidding process.
7. Pursuant to #5, vendors will be asked to incorporate contract language that allows HCPs to voluntarily extend their contracts for 2 consecutive one year terms after the end of the initial contract, since HCF rules allow for such extensions to be executed without the need for a new competitive bidding process. Here is sample contract language that would meet this contracting requirement: "Prior to the expiration date, the customer shall have the option to renew the Service Order for an additional one year Service Period. If the customer exercises this option to renew, then the customer shall have a second option to renew the Service Order prior to the expiration of the first renewal for a second additional one year period."
8. For Service Requests covering services already in place, *Appendix B – Sample Addendum Language* or equivalent language must be executed. For Services Requests covering new services, equivalent language must be included in the contract.

9. Another contracting consideration relates to the maximum 3 year length of an HCF funding commitment.²⁵ Even though it is anticipated that the HCF will fund connections/services for contracts resulting from this RFP for beyond the 3 year guaranteed commitment, it's important for CTN and participant HCPs that cannot risk losing the subsidy after 3 years to structure contracts in a way that does not commit them beyond the 3 year period. This can be achieved either by settling on a 3 to 5 year term (as indicated in #7), or by the vendor including term language that allows CTN participants to execute early termination of longer term contracts in the circumstance that HCF funding were to no longer be available after the 3 year funding commitment.
10. All contracts issued as a result of this RFP will be between the vendor and the HCPs. CTN has already contracted with the HCPs to serve as their contracting and payment validation agent among other functions of the consortium leader. See *Appendix C* for a visual diagram of how CTN envisions the contractual relationships described in this RFP to work.
11. All contracts issued as a result of this RFP must include a covenant not to charge any termination fees for any services being replaced or upgraded by a Service Request included in this RFP.
12. Additional contract terms, including any required by participating HCPs, will be discussed and negotiated with selected vendors.
13. CTN allows for Site and Service Substitutions in accordance with the rules found in the HCF order (47 C.F.R. § 54.646: 746 Appendix D, 47 C.F.R. § 54.646) this provision allows for the Consortium to add sites and upgrade or change service adjustments throughout the length of the contract without having to re-bid.

² **Are applicants guaranteed a certain amount of funding through the Healthcare Connect Fund?** No. Funding requests for all applicants are processed on a first-come, first-served basis, unless USAC has established a filing window, in which case all applications received within the window will be deemed to have been filed at the same time. The Commission has stated that it does not anticipate that it will reach the \$400 million funding cap for all rural health care programs in the foreseeable future. However, because funding is not guaranteed, an applicant may choose to include in any contract it makes with a vendor a provision governing the effectiveness of the agreement if the applicant does not receive a funding commitment from USAC. See HCF Order* at paras. 365-368 for more information.

Can an applicant receive support for a 36-month contract for eligible services if it covers a time period that spans more than three funding years? No. Applicants in the Healthcare Connect Fund can only receive a multi-year funding commitment that covers a period of up to three funding years. Accordingly, any months outside of the three funding years would not be covered by the commitment. For example, if an applicant requested a 36-month funding commitment for services starting on July 1, 2014, USAC could issue a 36-month funding commitment that would expire on June 30, 2017, and the applicant would receive a commitment for the full 36 month period. However, if an applicant requested a 36-month funding commitment for services that started on January 1, 2014, USAC could issue only a commitment for services for the remaining six months of funding year 2013, and all of funding years 2014 and 2015. Although the applicant's contract would also cover six months of funding year 2016, it would not be covered by the multi-year funding commitment. Accordingly, the commitment would end on June 30, 2016. See HCF Order* at paras. 294-299 for more information on multi-year funding commitments.

Appendix A: Service Requests - Sites to Connect

Purpose: Various healthcare related activities; access to mission critical systems (EHR); transmission and retrieval of radiology images.

Contract: Provide quotes for 3 to 5 year terms

Note: Please provide proposals for the solution requested or equivalent

HCP #	Site Name (A Location)	Street Address	City	State	Zip	Service Type	Speed	(Z Location)	Street Address	City State
23920	St. Mary's Medical Center	2635 N. 7th St.	Grand Junction	CO	81501	MOE	100 Mbps	Marillac Clinic	510 29 1/2 Road	Grand Junction, CO 81501
50283	St. Mary's Rifle Hangar	375 County Road 352	Rifle	CO	81650	MOE (or equivalent)	10, 20 or 50 Mbps solution	St. Mary's Medical Center	2635 N. 7th Street	Grand Junction, CO 81501
23920	St. Mary's Medical Center	2635 N. 7th St.	Grand Junction	CO	81501	MOE	20 Mbps	MFM Clinic	610 25 Road	Grand Junction, CO 81501
23920	St. Mary's Medical Center	2635 N. 7th St.	Grand Junction	CO	81501	MOE	20 Mbps	St. Mary's Lung & Sleep Ctr.	1050 Wellington Ave.	Grand Junction, CO 81501
23920	St. Mary's Medical Center	2635 N. 7th St.	Grand Junction	CO	81501	MOE	20 Mbps	Complete Family Medicine	8758 Wolff Ct.	Westminster, CO 80031

Appendix B – Sample Addendum Language

COLORADO TELEHEALTH NETWORK HEALTHCARE CONNECT FUND SERVICE CONTRACT ADDENDUM

SAMPLE LANGUAGE

This Addendum is entered into between [HCP LEGAL NAME] a Colorado non-profit corporation located at [HCP ADDRESS] (“HCP”) and [SERVICE PROVIDER LEGAL NAME], a [SERVICE PROVIDER STATE] corporation located at [SERVICE PROVIDER ADDRESS] (“Service Provider”), collectively referred to herein as the Parties, this _____ day of _____, 20__ (“Effective Date”) and made part of the contract previously executed by the parties on [ORIGINAL CONTRACT DATE].

BACKGROUND

1. HCP engaged Colorado Telehealth Network, a project of the Colorado Coalition for the Advancement of Patient Safety, a Colorado non-profit corporation located at 7335 E. Orchard Road, Greenwood Village, CO 80111 (“CTN”), to solicit proposals for certain broadband services to be financially supported under and consistent with the Federal Communication Commission’s Healthcare Connect Fund (“HCF”).
2. CTN produced a number of proposals using a Request For Proposal (“RFP”) process consistent with the “fair and open” bidding process required by the HCF.
3. CTN and HCP mutually agreed to award the Services specified in this Addendum to Service Provider.
4. The Parties intend for this Addendum to qualify as an evergreen contract as defined by the HCF providing for the addition of both additional Sites and additional and/or upgraded Services beyond those initially described here.
5. This Addendum sets forth the terms and conditions necessary to ensure compliance with the HCF and secure the sixty-five percent discount provided by the HCF.

AGREEMENT

6. Addendum – All terms and conditions of the Agreement apply to the services described here unless specifically provided otherwise by this Addendum.
7. Services – Service Provider agrees to provide the Services as described and at the addresses described here. Additional descriptions and terms related to the Services are found in the attached [SERVICE PROVIDER SHOULD ATTACH THEIR STANDARD SERVICE TERMS AND REFERENCE HERE].
8. Term – The Term of this Addendum shall be 36 months commencing on the Start of Service Date or the Effective Date of this Addendum, whichever is later. The Term may be extended by written notice for two successive 1 year terms at HCP’s option.
9. Billing Process – Service Provider will invoice HCP directly for all contracted services, such invoice to clearly identify the Amount Payable by HCP. The Amount Payable by HCP shall be 35% of the total amount due for HCF Eligible Services as determined by the Universal Service Administrative Corporation (“USAC”). HCP shall pay to Service Provider the Amount Payable within 30 days of the date of the invoice. Upon receipt of the payment, the vendor will then send CTN an invoice for the HCP’s Services including notation of the 35% payment. CTN will then send USAC and Service Provider a USAC invoicing package that certifies the 35% payment was sent and that the bill accurately reflects the services the HCP is receiving. In order to receive the remaining 65% of the billed amount, Service Provider will need to follow USAC-defined processes to certify that the USAC invoicing package is accurate, after which the vendor will receive a disbursement from USAC in accordance with the selection made on the vendor’s Form 498 (off-set of contribution or direct reimbursement).
10. Evergreen Contract – The Parties agree that this contract is intended to conform with the requirements for evergreen status designation as defined by the HCF. As such, HCP may elect to add Sites, add Services to existing Sites, or upgrade Services. Where applicable, pricing for new Sites, Services or Upgrades shall be consistent with pricing described in this Addendum and any attached exhibits.

SERVICES

11. Services – Services provided under this Addendum shall be those described here.

<i>Site Address</i>	<i>Service Type</i>	<i>Bandwidth</i>	<i>Quantity</i>	<i>Cost</i>

SIGNATURE PAGE FOLLOWS: --

Appendix C – Visual Diagram

