

Addendum 1

State of Connecticut Department of Social Services
Payment Error Rate Measurement Program
Request for Proposals 072208_PERM_RFP

The State of Connecticut Department of Social Services (Department) is issuing **Addendum 1** to the **Payment Error Rate Measurement Program (PERM) Request for Proposals (RFP)**

Addendum 1 contains the following sections:

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1. **Section 1 - Revised Procurement Schedule**
 2. **Section 2 - Responses to questions submitted regarding the RFP**

Section 1 - Revised Procurement Schedule:

| Milestones | Expected Due Date |
|---|--|
| RFP posting/release | 07/22/08 |
| Deadline for <u>mandatory Letter of Intent (no later than 3:00 p.m. Eastern Standard Time)</u> | 08/05/08 |
| Deadline for the submission of written questions <u>(no later than 3:00 p.m. Eastern Standard Time)</u> | 08/05/08 |
| Posting/release of the Department's official responses to questions (Questions/Answers Addendum) | 08/07/08 |
| <u>Proposals due (no later than 3:00 p.m. Eastern Standard Time)</u> | 08/28/08 |
| Recommendations to Commissioners | September 23, 2008 |
| Announcement of awards for contract negotiation | September 25, 2008 |
| Contract negotiations | September 26, 2008 September 30, 2008 |
| PERM Program commences | October 01, 2008 |

Section 2 - Responses to Questions:

Questions submitted by interested bidders and the Department's official responses follow. These responses shall clarify the requirements of the RFP. In the event of an inconsistency between information provided in the RFP

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and information in these responses, the information in these responses shall control.

Question 1:

Is there an incumbent contractor? If so, who?

Response: No.

Question 2:

Who is the Program Manager for the PERM Program?

Response: James R. Wietrak, Director of Quality Assurance, is the PERM Program Manager.

Question 3:

What is the allocated budget for this project?

Response: To obtain competitive pricing, the Department will not disclose its budget estimates for this project.

Question 4:

Can a qualified vendor who is located in the District of Columbia answer the above listed RFP? And does the vendor have to be licensed to do business in the State of Connecticut?

Response: Yes, the qualified vendor that shows evidence from the Connecticut Secretary of State that they are qualified to transact business in the State of Connecticut may answer the RFP.

Question 5:

Section IV.B- If the bidder proposes to subcontract with individuals, as opposed to a corporate entity, and includes their resumes as appropriate in the “key personnel” section, does the bidder also need to submit the other organization capability and structure documentation for the individual subcontractors?

Response: Per the RFP, the bidder is required to provide the information as described in B. Organizational Capability and Structure. Requirements are requested of an organization and requirements are also requested of an individual, if applicable. Information provided should be applicable to what is being proposed.

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Question 6:

Section IV.B.5- Can you clarify that the bidder can include the same references for the bidder's organization and individual team members (to comply with Section IV.B.2) and that, where appropriate, the reference can attest to the qualifications of the subcontractors?

Response: Three references are required for the bidder and three references are also required of a subcontractor. If an individual team member is an employee of the bidder, references for the individual team member are not required. If the "team member" is employed as a subcontractor, three references are required.

Question 7:

Section IV. C.2.c - Will the contractor be allowed to copy relevant portions of the case files and move the copies to an off-site location?

Response: Yes, refer to page 30 of the RFP, Scope of Services, C.2.1. Resultant Contractor Responsibilities.

Question 8:

Section IV. C.2.e -Can you clarify that if the bidder chooses to recreate a case file (containing screen prints from the electronic eligibility system and copies from the paper case files) that the resultant contractor does not need to create electronic versions of these files to satisfy this requirement.

Response: It is a requirement of the RFP to create electronic versions of files.

Question 9:

Department of Social Services Shall #4 (pg. 32) - Will the contractor be provided with secure, remote access through the internet) to EMS and the MMIS system?

Response: The Department will arrange for the resultant contractor to have access to EMS and the MMIS systems on site. Costs that are incurred by the resultant contractor for installation and when accessing the EMS and the MMIS systems at remote locations will not be reimbursed by the Department.

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Question 10:

Resultant Contractor deliverables #4 (pg. 33) – The State requires that the payment reviews be submitted to the State no later than 180 days following the end of the sample month. CMS regulations for conducting the payment reviews necessitate the Contractor waiting until 180 days following the end of the sample month to request the claims. (While CMS states that payment reviews can begin 150 days following the end of the sample month, the actual timeline does not allow for this: the payment reviews account for claims with dates of service in the sample month and paid during the sample month or within four months of the end of the sample month; however CMS also allows an adjustment period of 60 days. Therefore, a claim that is paid on the 120th day following the end of the sample month (the last date for inclusion) can technically be adjusted up to 180 days following the end of the sample month and still be included in the payment review. Will the State consider this deadline?

Response: If a claim is paid on the 120th day following the end of the sample month, the Department will consider extending the 180 day deadline upon request and on a case-by-case basis.

Question 11:

Does DSS have a budget established for this project?

Response: Refer to Question 3.

Question 12:

Section II, K. of the RFP (page 11 - 12) indicates, in part, "The proposal must include a Signature Acceptance (page 2), without qualification, of all terms and conditions as stated in this RFP and Part II of the Department of Social Services' PSA contract. Successful bidders (emphasis added) may suggest alternate language after accepting without qualification the Mandatory Terms and Conditions as specified in the PSA contract." Should bidders include exceptions to the terms and conditions they wish to negotiate in their proposals or is this negotiation conducted with successful bidders after notification of award?

Response: No. **Successful bidders may suggest alternate language after accepting without qualification the Mandatory Terms and Conditions as specified in the PSA contract. The Department of Social Services may, after consultation with the State of Connecticut Attorney General's Office and the Office of Policy and Management (OPM), agree to incorporate the**

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alternate language in any resultant contract; however, the Department of Social Services' decision is final. Any proposal that fails to comply in any way with this requirement may be disqualified as non-responsive. The Department of Social Services is solely responsible for rendering decisions in matters of interpretation on all terms and conditions before and after contract execution.

Question 13:

Section IV, Proposal Contents, of the RFP limits bidders' responses to five pages each for the Organization Capability and Structure and the Scope of Services sections. We are concerned that the State may not be able to successfully evaluate bidders' capability and approach given the significant amount of information required in each section. Will the State consider expanding the limitation to at least 10 pages? Regardless of the page limitations, are the following components counted as part of the page limitation?

- > Section B, Organizational Capability and Structure
- > Organizational chart
- > Organizational description
- > Job descriptions
- > References
- > Section C, Scope of Services
- > Timeline

Response: Job descriptions, references and resumes are not included in the 5 page limit for Section B, Organizational Capability and Structure. Section B. Organization Capability and Structure remains at a 5-page limit and Section C. Scope of Services remains at a 5-page limit as stated in the RFP.

Question 14:

Section IV, B, General, 1 (page 20) - Will the contractor be required to perform the stratification and sampling of the 504 eligibility cases?

Response: No, the Department will perform the stratification of the sample and select the sample.

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Question 15:

Section IV, B, 6 (page 25) indicates that the "bidder shall provide written assurance to the Department of Social Services from its legal counsel that it is qualified to conduct business in the State of Connecticut..." In our firm, the person signing the transmittal letter and required forms is authorized to bind our firm into contract. Is it necessary to have an attorney make this assurance?

Response: No, an attorney is not necessary to make the assurance. The bidder must show evidence from the Connecticut Secretary of State that they are qualified to transact business in the State of Connecticut.

Question 16:

Section IV, B, 9, (paged 27), Reporting Requirements - Will the contractor be responsible for uploading the sampling, case reviews and payment findings reports for the 504 eligibility cases PETT reports or will the Department perform the uploads?

Response: The Department will perform the uploads.

Question 17:

Section IV, B, 9, (paged 27), Reporting Requirements states, "The resultant Contractor shall be expected to fully cooperate with the data collection and reporting requirements established by the Department of Social Services... To submit a responsive proposal, THE BIDDER SHALL describe the bidder's capability to comply with the above-stated requirements." Can the Department share with us the data collection and reporting requirements?

Response: Reporting requirements may include, but not be limited to, qualitative and quantitative measures, narrative reporting of highlights and accomplishments, documentation of any programmatic challenges and corrective action plans. The resultant contractor shall be expected to fully cooperate with the data collection and reporting requirements established by the Department of Social Services and with any Department of Social Services staff performing contract-monitoring functions.

Question 18:

As a certified public accounting firm, we do not have audited financial statements. Will internally prepared financial statements be sufficient to

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meet requirement 1 in the Business Cost Section as described on pg. 34 of the RFP?

Response: Refer to the Business Cost Section D.1, as noted, if audited financial statements for each of the last two fiscal years are not available, the bidder shall provide comparable statements that will document the bidder's financial stability and include an explanation of the submission of documents other than audited financial statements.

Question 19:

Section IV, C, 2a, states the contractor will "obtain the monthly case samples." For clarification, will the contractor pull the monthly samples from the data universe contained in the MMIS system, and validate the samples for correct stratification and sample month?

Response: Refer to Question 14.

Question 20:

Would the department please indicate the minority business enterprise set-aside amount, as discussed in Section IV, A, 8e, and B, 7, applicable for this RFP?

Response: The Department is obligated to set aside 25% of its average total of all contracts for each of the previous three fiscal years. To assist the Department in meeting its set-aside goals, resultant contractors are required, at a minimum, to make a good faith effort to set aside a portion of its contract for a small, minority or women's business enterprise as a subcontractor. Bidders are strongly encouraged to access the website

<http://www.biznet.ct.gov/DASOpenAccess/SupplierDiversity/SDSearch.aspx> to identify potential subcontractors.

Question 21:

Section I, C, describes the eligibility system, EMS, used to determine eligibility for the State's various Medicaid programs, as well as the MMIS system for claims information. The section also indicates that electronic access to the eligibility and MMIS systems will be made available to the Resultant Contractor.

- a) Will this access be remote through a VPN (or similar) connection?
- b) Will data match files, such as IEVS, BENDEX, SDX, and Department of Labor records, used in eligibility determinations be made available to the contractor?

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c) Is the contractor responsible for any applicable licensing or access fees for these systems?

Response: a) Yes, refer to Question 9. b) All files available to the Department's staff will be made available to the resultant contractor. c) No, however refer to Question 9.

Question 22:

May the required meetings with the Department be conducted through conference calls, or is it preferred that they are face-to-face meetings? Would a combination of both be acceptable?

Response: Face-to-face meetings are preferred; however, a combination of both is acceptable to the Department at the discretion of the Department.

Question 23:

How are the case files maintained? Are they in hard copy form, electronic form, or a mixture of both?

Response: A mixture of both.

Question 24:

Does the State currently subscribe to the Work Number for wage and eligibility verification? If yes, will the Contractor be allowed access through the State's agreement?

Response: Yes to both questions.

Question 25:

Will the state provide a list of vendors who have submitted questions or otherwise indicated an interest in submitting technical proposals, and provide that information to all vendors who have indicated they will be submitting technical proposals?

Response:

The following agencies have submitted a Letter of Intent for the PERM RFP:

**GHT Development Corporation Inc. d/b/a/AutoGov
The Rushmore Group, LLC.
Mercer Government Human Services Consulting**

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Public Consulting Group
The Pacific Health Policy Group
Fox Systems, Inc
Myers and Stauffer LC
HDM Government Services

Question 26:

Section C 2. c. states “the contractor will have access to case files at the designated Central Office location”.

- a. Will it be acceptable for the Contractor to scan the case files (using the Contractors equipment)? **Response: Yes.**
- b. Is it the responsibility of the Contractor to return the files to the local offices? **Response: No, the Department will be responsible for returning the files.**

Question 27:

Will the contractor have access to eligibility and related databases maintained within or outside DSS (e.g., IEVS data, child support payments, vital statistics, Department of Labor wage data, etc.)?

Response: Refer to Question 21.

Question 28:

When conducting the eligibility reviews, there are occasions when the case file does not contain the required birth certificate. Will DSS designate a contact to assist the contractor in securing in-state and out-state birth certificates?

Response: No, the resultant contractor will be required to obtain the birth certificates.

Question 29:

The current PERM guidelines provided by CMS outlines the process when eligibility or ineligibility cannot be determined. An unannounced home visit or contact with neighbors is an option. Will DHSS require the contractor to employ this option?

Response: Yes, the Department wants to minimize the number of “undetermined” cases.

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Question 30:

Does the DSS anticipate that all project work will be conducted on-site or will the contractor be able to work off-site? If the contractor is able to work from a remote location, will the contractor be given permission for remote access to EMS and MMIS?

Response: The Department's paper case records and computer access will be available at our Central Office location. For remote site work, refer to Question 9.

Question 31:

Will the State of Connecticut accept a subcontract with a small minority business certified as a Minority Business Enterprise in another state while applying for certification in CT?

Response: No, a small minority business must be currently certified as a State of Connecticut small or minority business.

Question 32:

On page 29 item (d) is a reference to "documentation and verification". Are the documents referenced in this item different from the case files? If they are different are they maintained by the Department of Social Services or other agencies? How will such documents be accessed? From the verification perspective is the contractor allowed or expected to contact the applicant/enrollee to verify information in case files?

Response: If adequate documentation and verifications are not available in the paper or electronic case record, the resultant contractor is expected to obtain the necessary documentation and verification from the available source, including but not limited to the applicant, enrollee, employer, financial institution, government office, etc.

Question 33:

On page 30 item (g) is a reference to the obtaining of claim files from the MMIS. Since this is an eligibility review project is the contractor to perform any review of the claims to determine accuracy? Typically, eligibility information submitted on a claim would not be considered verification of the eligibility determination performed by the State.

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Response: No; the resultant contractor is not required to review claims to determine accuracy, however, the resultant contractor will be required to obtain claim payment amounts from MMIS to determine the eligibility payment error rate.

Date Issued: August 07, 2008

Approved: *Marcia McDonough*
Marcia McDonough

State of Connecticut Department of Social Services
(Original signature on document in procurement file)

| | |
|---|--------------------------|
| This Addendum must be signed and returned with your submission. | |
| ----- Authorized Signer | ----- Name of Company |

State of Connecticut Department of Social Services

**Payment Error Rate Measurement
Program**

Request for Proposals

The State of Connecticut Department of Social Services is requesting proposals from qualified and experienced organizations with demonstrated capabilities to conduct the eligibility portion of the Payment Error Rate Measurement Program for Connecticut's Medicaid Program as required by the Centers for Medicare and Medicaid Services within the Federal Department of Health and Human Services.

The resultant contract period is anticipated to begin on October 1, 2008 and end on September 30, 2010. The Department of Social Services will fund one organization to provide the needed service throughout the State.

Interested bidders must submit a mandatory Letter of Intent to the Department of Social Services no later than 3:00 p.m. eastern standard time on August 5, 2008. Proposals must be received at the Department of Social Services no later than 3:00 p.m. eastern standard time on August 28, 2008. Proposals received after the stated due date and time may be accepted by the Department of Social Services as a clerical function but will not be evaluated. Those proposals that are not evaluated shall be retained for thirty days after the resultant contracts are executed, after which the proposals will be destroyed.

All proposals must be in sealed envelopes or sealed boxes clearly identified as:

Payment Error Rate Measurement (PERM)

Program

Request for Proposals (RFP)

To download this Request for Proposals (RFP), access the State's Procurement/Contracting Portal at the State of Connecticut Department of Administrative Services' Procurement Services Home Page at http://www.das.state.ct.us/Purchase/Portal/Portal_Home.asp or call or write:

Marcia McDonough
State of Connecticut Department of Social Services
Contract Administration
25 Sigourney Street
Hartford, CT 06106
Telephone: 860-424-5214
Fax: 860-424-4953
E-mail: marcia.mcdonough@ct.gov

The Department of Social Services is an Equal Opportunity/Affirmative Action Employer. Persons who are deaf or hard of hearing may use a TDD by calling 1-800-842-4524. Questions or requests for information in alternative formats must be directed to the Contract Administration Office at 860-424-5693. The Department of Social Services reserves the right to reject any and all proposals or cancel this procurement at any time if it is deemed in the best interest of the State.

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**SECTION I - OVERVIEW OF THE DEPARTMENT OF SOCIAL SERVICES
AND PROGRAM**

A. PURPOSE OF REQUEST FOR PROPOSALS

Program Overview and Goal: Beginning in Federal Fiscal Year (FFY) 2009, the State of Connecticut is required to complete eligibility reviews every three years. The reviews consist of approximately 504 active Medicaid recipients and 204 negative Medicaid actions (denials or closures) and approximately 504 active State Children's Health Insurance Program (SCHIP - Connecticut's Husky B) recipients and 204 negative SCHIP actions.

This procurement seeks to obtain a contractor to fulfill the required reviews of the 504 active Medicaid recipients. State Staff will conduct the review of the 204 negative Medicaid actions (denials or closures) and the 504 active SCHIP recipients and 204 negative SCHIP actions.

The successful bidder will be expected to comply with all relevant Federal regulations and requirements in effect for FFY 2009. (It is important to note that Centers for Medicare and Medicaid Services (CMS) has indicated that its requirements may change after the completion of each year's reviews.)

The Department's Office of Quality Assurance will provide a Program Manager who will oversee the work of the Resultant Contractor and serve as liaison with the Office of Medical Care Administration and the Bureau of Assistance Programs and the regional offices.

B. OVERVIEW OF THE DEPARTMENT OF SOCIAL SERVICES

The Department of Social Services provides a broad range of services to older adults, persons with disabilities, families, and persons who need assistance in maintaining or achieving their full potential for self-direction, self-reliance, and independent living. It administers more than ninety legislatively authorized programs and about one-third of the State budget. By statute, it is the State agency responsible for administering human service programs sponsored by Federal legislation including the Rehabilitation Act, the Food Stamp Act, the Older Americans Act, and the Social Security Act. The Department of Social Services is also designated as a public housing agency for administering the Section 8 Program under the Federal Housing Act.

The Commissioner of Social Services heads the Department of Social Services and there are Deputy Commissioners for Administration and

Programs. There is a Regional Administrator responsible for each of the three service regions. By statute, there is a Statewide Advisory Council to the Commissioner of Social Services and each region must have a Regional Advisory Council.

The Department of Social Services administers most of its programs at offices located throughout the State. Within the Department of Social Services, the Bureau of Rehabilitation Services provides vocational rehabilitation services for eligible persons with physical and mental disabilities throughout the State. For the other programs, services are available at offices located in the three geographic service regions, with central office support located in Hartford. In addition, many services funded by the Department of Social Services are available through community-based agencies. The Department of Social Services has out-stationed employees at participating hospitals and nursing facilities to expedite Medicaid applications and funds Healthy Start sites, which can accept applications for Medicaid for pregnant women and young children. Many of the services provided by the Department of Social Services are available via mail or telephone.

There are three entities attached to the Department of Social Services for administrative purposes only. They are the Commission on Deaf and Hearing-impaired, the Board of Education and Services for the Blind, and the Child Day Care Council.

C. OVERVIEW OF THE PROGRAM

Introduction

Background: Public Law 107-300, The Improper Payments Information Act of 2002 (IPIA), was enacted on November 26, 2002. This law requires that programs susceptible to erroneous payments are to be reviewed on an annual basis and are to provide an estimation of the amount of improper payments to Congress. Medicaid and the State Children's Health Insurance Program (SCHIP) were identified as programs at risk for significant erroneous payments, and the Centers for Medicare and Medicaid Services (CMS) established a method for complying with the law - namely, by establishing the Payment Error Rate Measurement (PERM) Program, which deals with both Medicaid and SCHIP.

Medicaid: Medicaid is an entitlement program designed to provide medical care to low-income individuals who are aged, blind, disabled, pregnant, under 21 years of age, or members of a family with dependent children. The program was authorized under Title XIX of

the Social Security Act of 1965 and is funded jointly by the State and Federal government. The Connecticut Department of Social Services (Department/DSS) is the single State agency responsible for the administration of the Connecticut Medicaid Program. It should be noted that the portion of the program that serves families, including children, parents and caretaker relatives, and pregnant women is known as HUSKY A. Families with income below 185% of the Federal Poverty Level (FPL) and pregnant women with income below 250% of the FPL qualify for HUSKY A. Specific responsibility for eligibility resides within the Office of Medical Care Administration and the Bureau of Assistance Programs. The eligibility guidelines can be found in the Connecticut Department of Social Services, Uniform Policy Manual.

The Medicaid Program is maintained systematically by the utilization of an on-line eligibility system called the Eligibility Management System (EMS), which maintains client data and calculates eligibility. The Resultant Contractor will have access to the data in this system. The Department also uses an on-line Medicaid Management Information System (MMIS) to process Fee-for-Service (FFS) claims and maintain records of amounts paid for client services. The Department contracts with Electronic Data Systems (EDS) to administer the MMIS system. The Resultant Contractor will have access to the MMIS in order to retrieve claims data on cases in the sample. Affiliated Computer Services, (ACS) has a contract with the Department to manage a passive billing system to calculate capitation payments for Medicaid clients enrolled in managed care.

SCHIP (Known in Connecticut as the Healthcare for Uninsured Kids and Youth [HUSKY B]): SCHIP, authorized under Title XXI of the Social Security Act, covers uninsured children in Connecticut under the age of nineteen whose family income is above 185 percent and no greater than 300 percent of the Federal Poverty Level. Responsibility for oversight of eligibility determinations for this program resides with staff in the Department's Office of Medical Care Administration. ACS has responsibility for accepting applications, screening for Medicaid coverage and determining eligibility for SCHIP. ACS utilizes an on-line eligibility system called ConneXion. The eligibility guidelines can be found in the ACS Policies and Procedures Manual.

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| D. BIDDER QUALIFICATIONS |
|---------------------------------|

Qualified organizations must have demonstrated experience determining eligibility and conducting eligibility reviews, i.e., organizations that employ **individuals and/or subcontractors with**

experience and familiarity with the process of eligibility determinations.

SECTION II - OVERVIEW OF THE PROCUREMENT PROCESS

A. ISSUING OFFICE AND CONTRACT ADMINISTRATION

The Department of Social Services is issuing this RFP through its Office of Contract Administration - Procurement Unit. The Contract Administration - Procurement Unit is the Issuing Office for this procurement and is the only contact in the State of Connecticut for this procurement. The integrity of the procurement process is based in part on ensuring that all potential and intended bidders be afforded the same information and opportunities regarding the terms of the procurement. Therefore, it is incumbent on the Issuing Office to monitor, control, and release information pertaining to this procurement. Potential and intended bidders are advised that they must refrain from contacting any other office within the State of Connecticut or any other state employee with questions or comments related to this procurement. Potential and intended bidders who contact others within the State of Connecticut with questions or issues pertaining to this procurement may risk disqualification from consideration. The Department of Social Services' Contract Administrator within the Issuing Office will make decisions regarding such disqualification, after consultation with the Office of the Commissioner. The contact information for the Issuing Office is:

Marcia McDonough
State of Connecticut Department of Social Services
Contract Administration
25 Sigourney Street
Hartford, CT 06106
Telephone: 860-424-5214
Fax: 860-424-4953
E-mail: marcia.mcdonough@ct.gov

All questions, comments, proposals, and other communications with the Issuing Office regarding this RFP must be submitted in writing directed to the Issuing Office and must be clearly identified as pertaining to the **PERM Program RFP.**

Any material received that does not so state its RFP-related contents will be opened as general mail.

B. PROCUREMENT SCHEDULE

The schedule for this procurement is as follows. The Department of Social Services reserves the right to adjust this schedule, as needed.

| Milestones | Date |
|---|------------------------|
| RFP posting/release | July 22, 2008 |
| Deadline for <u>mandatory</u> Letter of Intent (no later than 3:00 p.m. eastern standard time) | August 5, 2008 |
| Deadline for the submission of written questions (no later than 3:00 p.m. eastern standard time) | August 5, 2008 |
| Posting/release of the Department of Social Services' official responses to questions (Questions/Answers Addenda) | August 7, 2008 |
| Proposals due (no later than 3:00 p.m. eastern standard time) | August 28, 2008 |
| Recommendations to Commissioners | To be determined |
| Announcement of awards for contract negotiation | To be determined |
| Contract negotiations end/contract execution | To be determined |
| PERM Program commences | October 1, 2008 |

The dates for review of proposals and recommendations to Commissioners, the announcement of awards for contract negotiation, and contract negotiations end/contract execution will be determined. Dates will be posted in an Addendum to this RFP on the State Procurement/Contracting Portal at http://www.das.state.ct.us/Purchase/Portal/Portal_Home.asp.

C. MANDATORY LETTER OF INTENT (LOI)

Interested **BIDDERS SHALL** submit a mandatory nonbinding Letter of Intent (LOI) to the Issuing Office to advise the Department of Social Services of their intent to submit a proposal in response to this RFP. The Issuing Office must receive the LOI no later than 3:00 p.m. eastern standard time on August 5, 2008.

Please choose one way to submit the LOI to the Issuing Office via e-mail, fax, or postal mail. Do not submit duplicate copies. The LOI must clearly identify the contact person including name, telephone number, fax number, and e-mail address. It is the bidder's responsibility to confirm the Issuing Office's receipt of an LOI.

Failure to submit an LOI in accordance with the requirements set forth herein shall disqualify a bidder from further consideration.

D. BIDDER'S QUESTIONS

Interested bidders may submit questions regarding this RFP to the Issuing Office by fax or e-mail directed to the Issuing Office. To be considered, the Issuing Office must receive questions regarding this RFP no later than 3:00 p.m. eastern standard time on August 5, 2008. The early submission of questions is encouraged. It is solely the bidder's responsibility to ensure and verify the Department of Social Services' receipt of questions.

The Issuing Office will respond only to those questions that meet the stated due date and time and criteria listed above. Official responses to all questions will be in a Questions/Answers Addendum to this RFP posted on the State Procurement/Contracting Portal at www.das.state.ct.us/Purchase/Portal/Portal_home.asp.

The anticipated posting/release date for the Questions/Answers Addendum is August 7, 2008. It is solely the bidder's responsibility to access the State Procurement/Contracting Portal to obtain any and all Addenda or official announcements pertaining to this RFP. To submit a responsive proposal, THE BIDDER SHALL provide a signed acknowledgment of the receipt of any and all Addenda posted to the State Procurement/Contracting Portal. The last page only of any and all Addenda must be signed (and company name provided) and submitted with the proposal.

In addition to the questions and answers, the Addendum will specify dates in the Procurement Schedule currently identified as To Be Determined.

E. EVALUATION AND SELECTION

It is the Department of Social Services' intent to conduct a comprehensive, fair, and impartial evaluation of proposals received in response to this RFP. Only proposals found to be responsive to this RFP will be evaluated and scored. A responsive proposal must comply with all instructions listed in this RFP including the general proposal requirements.

F. CONTRACT EXECUTION

The resultant contract is subject to State contracting procedures. These procedures include approval of the State of Connecticut Attorney General's Office. Note that resultant contracts become

executed upon the signature of the Attorney General. No financial commitments can be made until and unless the Attorney General has approved the resultant contracts. The Attorney General reviews the resultant contract only after the parties have agreed to the provisions.

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| G. BIDDER DEBRIEFING |
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The State will notify all bidders of any award issued by it as a result of this RFP. Unsuccessful bidders may, within thirty days of the signing of the resultant contract, request a meeting for debriefing and discussion of their proposal by writing the Issuing Office at the address provided above. Debriefing will not include any comparisons of unsuccessful proposals with other proposals.

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| H. RIGHTS RESERVED |
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Upon determination that its best interests would be served, the Department of Social Services shall have the right to do the following:

1. Cancellation - Cancel this procurement at any time before the contract award
2. Amendment of procurement - Amend this procurement at any time before contract award
3. Refusal to accept - Refuse to accept or return accepted proposals that do not comply with procurement requirements
4. Rejection of incomplete proposal - Reject any proposal in which any part of the proposal is incomplete or in which there are significant inconsistencies or inaccuracies (the State reserves the right to reject all proposals)
5. Prior contract default - Reject the proposal of any bidder in default of any prior contract or for the misrepresentation of material presented
6. Receipt of proposals after stated due date and time - Reject or refuse to evaluate any proposal that is received after the stated due date and time
7. Written clarification - Require bidders, at their own expense, to submit written clarification of proposals in a manner or format that the Department of Social Services may require

8. Oral clarification - Require bidders, at their own expense, to make oral presentations at a time selected and in a place provided by the Department of Social Services

The Department of Social Services may invite bidders, but not necessarily all, to make an oral presentation to assist the Department of Social Services in its determination of award. The Department of Social Services further reserves the right to limit the number of bidders invited to make such a presentation and the number of attendees per bidder.

9. Onsite visits - Make onsite visits to the operational facilities of bidders to further evaluate the bidder's capability to perform the duties required in this RFP
10. Allowance of proposal changes - Except as may be authorized by the Department of Social Services, allow no additions or changes to the original proposal after the stated due date and time
11. Property of the State - Own all proposals submitted in response to this procurement upon receipt by the Department of Social Services
12. Separate service negotiation - Negotiate separately any services in any manner needed to serve the best interest of the State
13. All or any portion - Contract for all or any portion of the Scope of Services or tasks contained in this RFP
14. One or more bidders - Contract with one or more bidders
15. Proposal most advantageous - Consider cost and all factors in determining the most advantageous proposal for the Department of Social Services when awarding a bidder the right to negotiate a contract with the Department of Social Services (while cost is a factor in determining the bidder to be awarded the right to negotiate a contract with the Department of Social Services, price alone shall not determine the successful bidders)
16. Technical defects - Waive technical defects, irregularities, and omissions, if in its judgment the best interest of the Department of Social Services will be served
17. Privileged and confidential information - Share the contents of any proposal with any of its designees for purpose of evaluating

proposals to make an award (the contents of all meetings including the first, second, and any subsequent meetings and all communications in the course of negotiating and arriving at the resultant contract periods shall be privileged and confidential)

18. Best and Final Offers - Seek Best and Final Offers (BFO) on price from bidders upon review of the scored criteria (in addition, the Department of Social Services reserves the right to set parameters on any BFOs it receives)
19. Unacceptable proposals - Reopen the bidding process if advantageous to the Department of Social Services

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| I. PROPOSAL PRESENTATION EXPENSES |
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The State of Connecticut and the Department of Social Services assume no liability for payment of expenses incurred by bidders in preparing and submitting proposals in response to this procurement.

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| J. PROPOSAL DUE DATE AND TIME |
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The Issuing Office must receive proposals no later than the due date and time specified in the Procurement Schedule. The Department of Social Services will not consider a postmark date as the basis for meeting the submission due date and time. Bidders must not interpret or otherwise construe receipt of a proposal after the stated due date and time as acceptance of the proposal, since the actual receipt of the document is a clerical function. The Department of Social Services suggests the bidder use certified or registered mail to deliver the proposal when the bidder is not able to deliver the proposal by courier or in person. Bidders that are hand-delivering proposals will not be granted access to the building without photo identification and shall allow extra time for security procedures. Bidders must address all RFP communications to the Issuing Office.

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| K. ACCEPTANCE OF PROPOSAL CONTENTS |
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If acquisition action ensues, the contents of this RFP and the proposals of the successful bidders will form the basis of contractual obligations in the final contract. The resultant contract will be a Personal Service Agreement (PSA) contract (Appendix 1) between the successful bidders and the Department of Social Services. The proposal must include a Signatory Acceptance (Appendix 2), without qualification, of all terms and conditions as stated in this RFP and Part

II of the Department of Social Services' PSA contract. Successful bidders may suggest alternate language after accepting without qualification the Mandatory Terms and Conditions as specified in the PSA contract. The Department of Social Services may, after consultation with the State of Connecticut Attorney General's Office and the Office of Policy and Management (OPM), agree to incorporate the alternate language in any resultant contract; however, the Department of Social Services' decision is final. Any proposal that fails to comply in any way with this requirement may be disqualified as non-responsive. The Department of Social Services is solely responsible for rendering decisions in matters of interpretation on all terms and conditions before and after contract execution.

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| L. BIDDER ASSURANCES |
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1. Independent price determination - By submission of a proposal and through assurances given in its Transmittal Letter, the bidder certifies that in connection with this procurement the following requirements have been met:
 - a) Costs - The costs proposed have been arrived at independently, without consultation, communication, or agreement, for restricting competition, as to any matter relating to such process with any other organization or with any competitor.
 - b) Disclosure - Unless otherwise required by law, the costs quoted have not been knowingly disclosed by the bidder on a prior basis directly or indirectly to any other organization or to any competitor.
 - c) Competition - No attempt has been made or will be made by the bidder to induce any person or firm to submit or not submit a proposal for restricting competition.
 - d) Prior knowledge - The bidder has no prior knowledge of RFP contents before actual receipt of this RFP and had no part in RFP development.
 - e) Offer of gratuities - The bidder certifies that no elected or appointed official or employee of the State of Connecticut has or will benefit financially or materially from this procurement. Any resultant contract may be terminated by the State if it is determined that gratuities of any kind were either offered to or received by any of the

aforementioned officials or employees from the Resultant Contractor, the Resultant Contractor's agent, or the Resultant Contractor's employees.

- f) Campaign contribution restrictions - The bidder certifies receipt of SEEC Form 11 (Appendix 10).
- 2. Valid and binding offer - The proposal represents a valid and binding offer to provide services in accordance with the terms and provisions described in this RFP and any amendments or attachments hereto.
- 3. Press releases - The bidder agrees to obtain prior written consent and approval of the Department of Social Services for press releases that relate in any manner to this RFP or any resultant contract.
- 4. Restrictions on communications with Department of Social Services staff - The bidder agrees that from the RFP posting/release date until the Department of Social Services makes an award that it shall not communicate with the Department of Social Services' staff on matters relating to this RFP except as provided herein through the Issuing Office. Any other communication concerning this RFP with any of the Department of Social Services' staff may, at the decision of the Department of Social Services, result in disqualification of that bidder's proposal.

A blanket assurance statement is acceptable

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| M. DECLARATION AND PROTECTION OF PROPRIETARY INFORMATION |
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Due regard will be given to the protection of proprietary information contained in all proposals received; however, bidders must be aware that all materials associated with this procurement are subject to the terms of the Freedom of Information Act (FOIA), the Privacy Act, and all rules, regulations, and interpretations resulting there from. The bidder must provide convincing explanation and rationale to justify each exception from release consistent with C.G.S. §1-210 to claim proprietary exemption.

It will not be adequate for bidders to merely state generally that the proposal is proprietary in nature and therefore not subject to release to third parties to claim an exemption. Price and cost alone do not

meet exemption requirements. The particular pages or sections of the proposal that a bidder believes are proprietary must be specifically identified as such. The rationale and explanation must be stated in terms of the prospective harm to the bidder's competitive position that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the above-cited statute. The Proprietary Declaration must be located immediately following the Table of Contents.

While bidders may claim proprietary exemptions, the final administrative authority to release or exempt any or all material so identified rests with the State.

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| N. AFFIRMATIVE ACTION |
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Regulations of Connecticut State Agencies §46a-68j-3(10) requires agencies to consider the following factors when awarding a contract that is subject to contract compliance requirements:

1. The bidder's success in implementing an affirmative action plan
2. The bidder's success in developing an apprenticeship program complying with C.G.S. §46a-68-1 to 46a-68-17, inclusive
3. The bidder's promise to develop and implement a successful affirmative action plan
4. The bidder's submission of EEO-1 data indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area
5. The bidder's promise to set aside a portion of the resultant contract for legitimate small contractors and minority business enterprises (See C.G.S. 4a-60)

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| O. RESULTANT CONTRACT PERIOD, FUNDING, AND NUMBER OF AWARDS |
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Contract-The resultant contract period is expected to begin on **October 1, 2008** and end on **September 30, 2010**.

The contract is expected to be a two-year contract.

The Department of Social Services will **fund one organization** to carry out the needed services of conducting the eligibility portion of the PERM Program throughout the State.

SECTION III - GENERAL PROPOSAL REQUIREMENTS AND STRUCTURE

A. GENERAL PROPOSAL REQUIREMENTS

Bidders must adhere to the Department of Social Services' rules as established in this RFP for proposal consideration, format, and content. The Department of Social Services requires each bidder, at a minimum, to clearly describe how the specifications in this RFP will be met. Proposals must provide evidence of successful experience or competence. The proposal structure requirements and the proposal content requirements are listed below. Bidders must respond to each content requirement that begins with **THE BIDDER SHALL**. Proposals must provide evidence of successful experience or competence.

B. INSTRUCTIONS FOR PROPOSAL STRUCTURE

1. Delivery Condition - An original (clearly marked) and four exact, legible copies of the proposal must be submitted in clearly identified "**PERM Program RFP**" sealed envelopes or sealed boxes by the stated due date and time. In addition, one exact electronic copy (compact disk) of the entire proposal in a non-PDF format must be submitted with the original. Those required documents that cannot be converted into electronic format may be excluded from the electronic copy. All materials must be in Word or Excel except those items such as pictures or signatures that can be scanned into a Word document.
2. Proposal Structure - The Department of Social Services has structured the submission requirements into four distinct parts:
 - a) Transmittal Communication, Forms, and Acceptances
 - b) Organizational Capability and Structure
 - c) Scope of Services
 - d) Business Cost Section

3. Proposal Construction -

- a) Binding of Proposals - **THE BIDDER SHALL** submit a proposal in a format that will allow updated pages to be easily incorporated into the original proposal. An original (clearly marked) and four exact, legible copies of the proposal must be submitted in loose leaf or spiral-bound notebooks with the bidder's official name appearing on the outside front cover of each binder and on each page of the proposal (location is at the bidder's discretion).
- b) Tab Sheet Dividers - A tab sheet keyed to the Table of Contents (TOC) must separate each major part of the proposal. The title of each part must appear on the tab sheet.
- c) Table of Contents (TOC) - Each proposal must incorporate a TOC. It is through this TOC that the Department of Social Services will evaluate conformance to uniform proposal content and format.
- d) Cross-referencing RFP and Proposal - Each section of the proposal must cross-reference the appropriate section of this RFP that is being addressed. This will allow the Department of Social Services to determine uniform compliance with specific RFP requirements.
- e) Page Numbers - Each page of the proposal must be numbered consecutively in Arabic numerals from the beginning of the proposal through all appended materials.
- f) Page Format - The standard format to be used throughout the proposal is:
 - (1) Text shall be on 8½" x 11" paper, portrait orientation, single-spaced.
 - (2) Font shall be either Arial or Times New Roman and a minimum of twelve point.
 - (3) The binding edge margin of all pages shall be a minimum of 1½ inches; all other margins shall be one inch.

- (4) Graphics may have a landscape orientation, bound along the top (11”) side (if oversized, graphics may have a maximum of one fold).
- (5) Graphics may have a smaller text spacing and font size.

SECTION IV - PROPOSAL CONTENTS

A. TRANSMITTAL COMMUNICATION, FORMS, AND ACCEPTANCES

Each proposal must include an original (clearly marked) and four exact copies clearly identified as “**PERM Program RFP.**” One exact electronic copy (compact disk) must be submitted as well.

1. Transmittal Letter - To submit a responsive proposal, THE BIDDER SHALL submit the original proposal (clearly marked) and all copies with a Transmittal Letter limited to one page, which addresses each of the assurances in Section II.L of this RFP. A blanket assurance statement is acceptable. The Transmittal Letter must include the bidder’s Federal Employer Identification Number, if the bidder is an organization or the bidder’s Social Security Number, if the bidder is an individual.
2. Table of Contents (TOC) - To submit a responsive proposal, THE BIDDER SHALL provide a TOC for the entire proposal beginning with the Executive Summary including all appendices.
3. Proprietary Declaration - To submit a responsive proposal, THE BIDDER SHALL identify any proprietary information, if applicable.
4. Executive Summary - To submit a responsive proposal, THE BIDDER SHALL provide a high-level summary, limited to two pages that summarize the content of the proposal. The Department of Social Services will not evaluate proposals from organizations that have no experience in performing eligibility determinations.
5. Addendum Acknowledgement - To submit a responsive proposal, THE BIDDER SHALL provide the signed acknowledgement of its receipt of any and all Addenda issued for this RFP. The last page only of any and all Addenda must be signed (and company name provided) and submitted with the proposal.

6. Procurement and Contractual Agreements Signatory Acceptance (Appendix 2) - To submit a responsive proposal, THE BIDDER SHALL provide a signed Acceptance Statement, without qualification, of all Mandatory Terms and Conditions (Appendix 1).
7. Workforce Analysis Form (Appendix 3) - To submit a responsive proposal, THE BIDDER SHALL complete the Workforce Analysis Form. Bidders with Connecticut worksites shall complete this form.
8. Notification to Bidders Form (Appendix 4 [signed]) - To submit a responsive proposal, THE BIDDER SHALL summarize the bidder's affirmative action plan and the bidder's affirmative action policy statement. Additionally, to submit a responsive proposal, THE BIDDER SHALL address in writing the following five factors, as appropriate, to the bidder's particular situation. These factors are:
 - a) Affirmative Action Plan - The bidder's success in implementing an Affirmative Action Plan
 - b) Development of Affirmative Action Plan - The bidder's promise to develop and implement a successful Affirmative Action Plan if no successful Affirmative Action Plan is in place
 - c) Apprenticeship Program - The bidder's success in developing an apprenticeship program complying with C.G.S. §§46a-68-1 to 46a-68-17, inclusive
 - d) EEO-1 Data - The bidder's submission of EEO-1 data indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area
 - e) Set-aside for Minority Businesses - The bidder's promise to set-aside a portion of the resultant contract for legitimate minority business enterprises, and to provide the Department of Social Services Set-aside Reports in a format required by the Department of Social Services

9. Smoking Policy (Appendix 5 - signed Statement, if applicable) - If the bidder is an employer subject to the provisions of C.G.S. §31-40q, to submit a responsive proposal, THE BIDDER SHALL agree to provide the Department of Social Services with a copy of its written rules concerning smoking. The Department of Social Services must receive the rules or a statement that the bidder is not subject to the provisions of C.G.S. §31-40q before contract approval.
10. Certification Regarding Lobbying (Appendix 6) - To submit a responsive proposal, THE BIDDER SHALL provide a signed statement to the effect that no funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
11. Contract Affidavits/Certifications - General Statutes of Connecticut (C.G.S.) §§4-250 through 4-252 require that State contracts with a value of \$50,000 or more be accompanied by a Gift and Campaign Contribution Certification and a Consulting Agreement Affidavit. To submit a responsive proposal, THE BIDDER SHALL provide a completed Gift and Campaign Contribution Certification (Appendix 7) and a Consulting Agreement Affidavit (Appendix 8).

If a bidder is exempt from the Contract Affidavit/Certification Requirements, the bidder must state this fact on the affidavits/certifications and return the forms with the proposal.

12. Affirmation of Receipt of State Ethics Laws Summary (Appendix 9) - Pursuant to C.G.S. §§1-101mm and 1-101qq, persons, Resultant Contractors, subcontractors, consultants, or the duly authorized representative thereof must affirm receipt of the summary of State ethics laws developed by the State Office of Ethics pursuant to C.G.S. §1-81b and that key employees of such person, Resultant Contractor, subcontractor, or consultant have read and understand the summary and agree to comply with its provisions. To submit a responsive proposal, THE BIDDER SHALL provide a completed and signed Affirmation of Receipt of State Ethics Laws Summary.

13. Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Ban (Appendix 10) - With regard to a State contract as defined in Public Act 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this submission in response to the State's solicitation expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising prospective State contractors of State campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice.

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| <p>B. ORGANIZATIONAL CAPABILITY AND STRUCTURE (Maximum <u>FIVE</u> pages for the BIDDER, and Maximum <u>FIVE</u> pages SUBMITTED by BIDDER for each proposed SUBCONTRACTOR <u>providing direct services (if applicable)</u>)</p> |
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General - Responses to the requirements in this section must describe the bidder's background and experience. The responses must also address the details regarding the bidder's size and resources.

1. Summary of Organizational Capacity - The Department/DSS is requesting proposals from qualified organizations to fulfill the required reviews of the 504 active Medicaid recipients. The successful bidder will be expected to comply with all relevant Federal regulations and requirements in effect for Federal Fiscal Year 2009. (It is important to note that CMS has indicated that its requirements may change after the completion of each year's reviews.)

The Department's Office of Quality Assurance will provide a Program Manager who will oversee the work of the Resultant Contractor and serve as liaison with the Office of Medical Care Administration, the Bureau of Assistance Programs and the regional offices.

A responsive proposal must summarize the bidder's overall qualifications to implement, monitor, and manage a PERM Program, as described herein.

To submit a responsive proposal, THE BIDDER SHALL include the following specific details regarding the bidder:

- a) Agency establishment date, the agency mission at time of establishment, the current agency mission, and if the current agency mission is different from the original, a description of the changes in focus that led to the current mission;
- b) Agency size including annual budget, revenues, and number and type of personnel;
- c) Experience relevant to the functions to be performed under the resultant contract and a listing and summary of recent contracts for similar services;
- d) Indicate if the bidder is currently engaged in PERM eligibility reviews elsewhere and how will this affect their ability to meet Connecticut's needs; and
- e) Demonstrate that the organizational management plan shows clear lines of authority, communication and accountability.

2. Organizational Chart and Description -

To submit a responsive proposal, THE BIDDER SHALL include:

- a) A functional organizational chart and accompanying narrative detailing how the PERM Program fits within the entire organizational structure. The accompanying narrative must also describe the relationship between program personnel and the specific tasks and assignments proposed to accomplish the *Scope of Services; (See Section IV-C)* and
- b) A narrative that describes how the existing organizational programs, services, and structure will support the successful implementation of the PERM Program.

3. Key Personnel and Staff Resources - Key personnel and staff resources must include, but are not limited to, a PERM Program Director who will be responsible for the implementation and management of the PERM Program.

To submit a responsive proposal, THE BIDDER SHALL:

- a) Program Director - Identify with details showing his/her qualifications to ensure that the following responsibilities will be met:
- (1) Implementing and managing the PERM Program,
 - (2) Monitoring and ensuring the performance of duties and obligations under a resultant contract,
 - (3) The day-to-day oversight of PERM,
 - (4) Attending all PERM meetings at the request of the Department of Social Services,
 - (5) Responding to the Department of Social Services' inquiries and other communications related to implementation, operations, and program management of the activities presented in this RFP.
- b) Key Positions - Identify positions that will be responsible for the operation and success of the PERM Program and include Job descriptions for proposed key positions and resumes for key personnel proposed to fill the key positions.

To submit a responsive proposal, THE BIDDER SHALL:

- (1) Provide job descriptions for proposed key positions and resumes for key personnel proposed to fill the key positions;

- (2) Describe the contract-related experience, credentials, education and training, and work experience required in job descriptions for proposed key positions and in the resumes for key personnel proposed to fill the key positions and include:
 - (a) Experience with bidder,
 - (b) Experience working in this type of activity or similar to include eligibility reviews, performed in another State, if applicable, and percentage of time dedicated to the PERM Program,
 - (c) Education, experience, and training relevant to the requirements of the RFP, and
 - (d) Names, positions, titles, and telephone numbers of persons able to provide information concerning the proposed key personnel experience and competence, and

Resumes for key personnel proposed to fill the key positions are limited to two pages per resume. Resumes for key personnel proposed to fill the key positions and job descriptions for proposed key positions are not included in the page limitation of this section. Bidders must incorporate resumes and job descriptions into an appropriately tabbed section of the binder sequentially following the previous "bidder shall" item.

- (e) If the key positions identified are not currently established and/or filled, include a detailed description and timeline of the steps to be taken by the bidder to establish and fill the key positions before the anticipated start of the resultant contract period.
- c) Job Personnel and Tasks - To submit a responsive proposal, THE BIDDER SHALL:
 - (1) Describe the relationship between specific personnel for whom resumes have been submitted (or job descriptions for proposed key positions) and

the specific tasks and assignments proposed to accomplish the Scope of Services and a justification of the individual's function based on the individual's competence including the bidder's:

- (a) Procedures to secure and retain professional staff to meet the resultant contract requirements and
- (b) Method to evaluate personnel performance.

4. Corporate Experience

- a) Contracts - To submit a responsive proposal, THE BIDDER SHALL describe its experience and success related to the Scope of Services for PERM including the following information concerning the bidder's experience with other contracts or programs similar to the type of service contemplated by this RFP, whether ongoing or completed:
 - (1) Identify all State Agencies and commercial vendors for which the bidder has engaged in similar or related contract work;
 - (2) Provide a signed release allowing the Department of Social Services to access any evaluative information including, but not limited to, site reviews conducted by any state agency or commercial vendor for which the bidder has performed work in the past five years; (the signed release must be submitted as a separate sheet and is not included in the page limitation of this section)
 - (3) Identify contacts for those programs including name of customer's program officer, title, address, telephone number, fax number, and e-mail address;
 - (4) Identify the term for the contracts including the contract signing date, the program initiation date, the initial scheduled completion date, and the actual completion date;
 - (5) List all sanctions, fines, penalties, or letters of noncompliance issued against the bidder by any of

the contracting entities listed above; (the list shall describe the circumstance eliciting the sanction or letter of noncompliance and the corrective action or resolution to the sanction, fine, penalty, or letters of noncompliance; if no sanctions, fines, penalties, or letters of noncompliance were issued, a statement that attests that no sanction, penalty, or compliance action has been imposed on the bidder within the three years immediately preceding the RFP posting/release date must be submitted)

- (6) List all contracts awarded to it or its predecessor firm(s) by the State of Connecticut during the last five years, by State Department, Division, Contact Person (with address/phone number), period of performance and amount.

5. Bidder References - To submit a responsive proposal, THE BIDDER SHALL provide three specific programmatic references for the bidder. References must be persons able to comment on the bidder's capability to perform the services specified in this RFP. The contact person must be an individual familiar with the organization and its day-to-day performance. If the bidder has been a State contractor within the last five years, the bidder must include a State of Connecticut reference. Bidders are strongly encouraged to call or write their references to ensure the accuracy of their contact information and their willingness and capability to be a reference. References must include the organization's name, address, current telephone number, and name of a specific contact person. The Department of Social Services expects to use these references in its evaluation process. References cannot be the bidder's current employees. If the bidder's proposal proposes the use of subcontractors for direct service provision, the bidder's proposal must also include three programmatic references for each proposed subcontractor.
6. Evidence of Qualified Entity - To submit a responsive proposal, THE BIDDER SHALL provide written assurance to the Department of Social Services from its legal counsel that it is qualified to conduct business in the State of Connecticut and is not prohibited by its articles of incorporation, bylaws, or the laws under which it is incorporated from performing the services required under any resultant contract.

7. Small, Minority, or Women's Business Enterprise - Section 32-9e of the General Statutes of Connecticut (C.G.S.) sets forth the requirements of each Executive Branch agency relative to the Connecticut Small Business Set-Aside Program. Pursuant to that statute, 25 percent of the average total of all contracts let for each of the three previous fiscal years must be set aside. The Department of Social Services requires that the Resultant Contractor make a good-faith effort to set aside a portion of the resultant contract for a small, minority, or women's business enterprise as a proposed subcontractor. Such proposed subcontractors may supply goods or services. Prospective bidders may obtain a list of firms certified to participate in the Set-Aside Program by contacting the State of Connecticut Department of Administrative Services at the DAS Web site at http://www.das.state.ct.us/Purchase/SetAside/SAP_Search_Vendors.asp or by calling 860-713-5236. During the evaluation process, special consideration will be given to those bidders who document their use of a certified small business or show the bidder's commitment to, whenever possible, use a certified small business. Businesses must be certified with the State of Connecticut. To submit a responsive proposal, THE BIDDER SHALL describe its effort to set aside a portion of the resultant contract for a small, minority, or women's business enterprise as a proposed subcontractor.

8. Department of Social Services Responsibilities - To submit a responsive proposal, THE BIDDER SHALL propose specific support the bidder requires from the Department of Social Services to perform the tasks in any resultant contract.

Specific Department of Social Services responsibilities are:

- Program Management - A Program Manager will be appointed by the Department of Social Services. This individual will be responsible for monitoring program progress and will have final authority to approve/disapprove program deliverables.

- Staff Coordination - The Program Manager will coordinate all needed contacts between the Resultant Contractor and Department of Social Services staff.

- Approval of Deliverables - The Program Manager will review, evaluate, and approve all deliverables before the

Resultant Contractor being released from further responsibility.

- Policy Decisions - The Department of Social Services retains final authority for making policy decisions affecting completion of the PERM Program. In addition, the Department of Social Services shall:
 - Monitor the Resultant Contractor's performance and request updates, as appropriate
 - Respond to written requests for policy interpretations
 - Provide technical assistance to the Resultant Contractor, as needed
 - Allow access to Department of Social Services automated databases, as available and permitted
 - Allow access to management reports and case files, as appropriate
 - Hold regularly scheduled program meetings with the Resultant Contractor
 - Provide a process for and facilitate open discussions with staff and personnel to gather information regarding recommendations for improvement
 - Provide data as required by the Resultant Contractor to perform the functions of the PERM Program.
- 9. Reporting Requirements - Resultant Contractors shall be expected to report monthly in a format to be approved by the Department of Social Services. These reports may include, but not be limited to, qualitative and quantitative measures, narrative reporting of highlights and accomplishments, documentation of any programmatic challenges and corrective action plans. The Resultant Contractor shall be expected to fully cooperate with the data collection and reporting requirements established by the Department of Social Services and with any Department of Social Services staff performing contract-

monitoring functions. To submit a responsive proposal, THE BIDDER SHALL describe the bidder's capability to comply with the above-stated requirements.

C. **SCOPE OF SERVICES (Maximum FIVE pages for the BIDDER, and Maximum FIVE pages SUBMITTED by BIDDER for each proposed SUBCONTRACTOR providing direct services (if applicable))**

General - Responses for this section must describe the bidder's capability and competence to perform the requirements specified in this RFP.

No Rewrites - The Department of Social Services does not want a rewrite of the RFP requirements, since such a proposal would show a lack of understanding of the program and an inability to provide appropriate levels of support and guidance for the implementation of this type of program.

1. Bidder's Comprehensive Risk Understanding - Beginning in Federal Fiscal Year (FFY) 2009, the State of Connecticut is required every three years to complete eligibility reviews of approximately 504 active Medicaid recipients and 204 negative Medicaid actions (denials or closures) and approximately 504 active SCHIP recipients and 204 negative SCHIP actions.

This procurement seeks to obtain a contractor to fulfill the required reviews of the 504 active Medicaid recipients. The successful bidder will be expected to comply with all relevant Federal regulations and requirements in effect for Federal Fiscal Year 2009. (It is important to note that CMS has indicated that its requirements may change after the completion of each year's reviews.)

To this end, the Resultant Contractor shall be responsible for ensuring that all aspects of the eligibility reviews mandated under PERM are completed in accordance with the most current CMS specifications, working with the Department's Program Manager. CMS specific requirements may be found at <http://www.cms.hhs.gov/PERM/>.

To submit a responsive proposal, THE BIDDER SHALL:

- a) Show its understanding of the PERM functions by describing potential risks to the Department of Social

Services and risks that the bidder could encounter by acting as a PERM Resultant Contractor; and

- b) Propose solutions or approaches for managing those risks that show the bidder's familiarity and sensitivity with managing the PERM Program described in this RFP.

2. Resultant Contractor Responsibilities - Tasks and responsibilities of the Resultant Contractor shall include, but are not be limited to, the following:

- a. Obtain the monthly case samples (Medicaid active), as defined in the Connecticut Sampling Plan.
- b. Prepare the monthly case sample information in the format required by CMS, and provide the downloaded file electronically to the Department's Program Manager at least three days prior to the date it is due to CMS; the Department's Program Manager shall submit the monthly case sample reports to CMS.
- c. Notify the Department's regional offices each month as to which cases have been sampled from their caseload and advise them that the case files are to be sent to the pre-arranged Central Office location at 25 Sigourney Street, Hartford, Connecticut at least 5 working days in advance of when the case files need to be available. The Contractor will have access to case files at the designated Central Office location. The amount of time that the Resultant Contractor will have to inspect the files shall be negotiated, but the goal is to have the case files away from their normal work site for as brief a time as possible.
- d. Complete the review process on all sampled cases, including obtaining documentation and verifications, as required.
The Resultant Contractor will need to supply its own equipment and supplies, including laptop computers, scanners, and portable copiers.
- e. Develop a secure process to store all PERM Program data electronically and be able to share information with the Department in electronic form, both during execution of the PERM Program and as a permanent record when the

program is completed. The Resultant Contractor will need to work with the Department's Information Technology staff in complying with this responsibility to ensure the PERM Program data are in a format compatible with the Department's systems.

- f. Report potential error findings electronically to the Department's Program Manager as soon as completed for review by State staff. Medical Care Administration, Bureau of Assistance Programs, and regional staff will be given two weeks to review such findings; thus, sufficient time must be allowed prior to the CMS deadlines. The Department's Program Manager, whose decision will be determinative, will resolve any disputes regarding a potential error finding.
- g. Develop a process to receive claims information from the Department's MMIS.
- h. Develop recommendations to address the errors identified during the reviews, using the CMS-mandated format for the Corrective Action Plan.
- i. Maintain client confidentiality and ensure that no client-specific information is disclosed to any party outside those officially involved in the performance of the tasks critical to the PERM Program, with Resultant Contractor staff making assurances by signing forms that the Department will supply.

To submit a responsive proposal, THE BIDDER SHALL:

- a) Address the above Resultant Contractors' responsibilities. (a-i), with a plan or procedure for accomplishment.
3. Timeline for PERM Program Implementation - It is anticipated that the PERM Program start date will be **October 01, 2008**. To submit a responsive proposal, THE BIDDER SHALL include a timeline along with a work plan outlining specific objectives, activities, strategies, and resources that:

- a) Demonstrate that the Bidder has a thorough understanding of the purpose and scope of the PERM Program;
 - b) Demonstrate that the methodology depicts a logical approach to fulfilling the RFP requirements;
 - c) Demonstrate that the methodology fully addressed the requirements of the RFP Scope of Services;
 - d) Demonstrate that the bidder has an understanding of the PERM Program timetable and has given assurance to meet the schedule to fulfill requirements of the RFP;
 - e) Demonstrate that the bidder has an understanding of the expected PERM Program outcomes;
 - f) Demonstrate the bidder's plans to carry out a quality assurance process; and
 - g) Demonstrate that the bidder has identified pertinent issues and potential problems related to the PERM Program.
4. Collaborating with the Department of Social Services - To submit a responsive proposal, THE BIDDER SHALL propose its approach for collaborating with the Department of Social Services to provide seamless PERM Program services of fulfilling the required reviews of the 504 active Medicaid recipients. The successful bidder will be expected to comply with all relevant Federal regulations and requirements in effect for Federal Fiscal Year 2009.
5. Task-related Policies and Procedures - To submit a responsive proposal, THE BIDDER SHALL acknowledge and agree that:
- 5.1 The success of the Resultant Contractor's performance depends, in part, on the Resultant Contractor's development of and application of clear and accurate policies and procedures that reflect functional interpretations of regulations, quality goals, and directives
 - 5.2 The Resultant Contractor's policies and procedures must be organized and available to allow seamless access by

both the Resultant Contractor and designated Department of Social Services administrative staff.

The Department of Social Services shall:

- 1) The Department will provide a Program Manager.
- 2) The Department's Program Manager will be the primary point of contact between the Resultant Contractor and Department staff. He/she will facilitate access to Department staff as needed by the Resultant Contractor.
- 3) The Department's Program Manager will be the point of contact between the Department and CMS and will be responsible for submitting all required reports.
- 4) The Department will arrange for the Resultant Contractor to have access to EMS and the MMIS.
- 5) The Department will transport case files to the Department's Central Office located at 25 Sigourney Street, Hartford, Connecticut. The case files will be available within five working days of the Department's receipt of the list of case files needed.
- 6) Staff in the Office of Medical Care Administration, the Bureau of Assistance Programs, and the regions will be given ten working days to respond to error findings. The Department's Program Manager will facilitate the exchange of information pertaining to error findings.
- 7) Office space will be made available for the Resultant Contractor at the Central Office location.
- 8) The Department's Program Manager will perform a monthly quality assurance review of a selected number of cases once the Resultant Contractor has completed its review. Findings from this review will be addressed with the Resultant Contractor. The Resultant Contractor will address any needed action with staff prior to submission of that month's cases to CMS.

The Resultant Contractor's deliverables are:

All deliverables must be submitted to the Department's Program Manager, unless otherwise specified, and include, but are not limited to the following:

- 1) Monthly case files of sample information for all Department programs under review in the format required by CMS, due at least three days prior to the date it is due to CMS;
- 2) A cumulative monthly status report on all cases sampled to be provided no later than the tenth day of each month (or the first working day thereafter) - starting in December 2008. The monthly status report should list each case and indicate, at a minimum: 1) completion status; 2) if pending, the expected completion date; and 3) barriers to review completions;
- 3) Report on all case review findings for each sample month, no later than 120 days following the end of that case sample month, in the format required by CMS. (All case reviews for the sample month should be completed at this point; exceptions must be discussed with the Department's Program Manager.) The Department's Program Manager shall submit the final monthly report to CMS to comply with the CMS deadline (no later than the 150th day following the end of the sample month).
- 4) Detailed monthly report on claims data for each sample month's cases, no later than 180 days following the end of each sample month, in the format required by CMS. The Department's Program Manager will have the report submitted to CMS. In addition, the cumulative case error rate and payment error rate need to be provided along with the required monthly CMS report.
- 5) Summary report on all case review findings, plus the case payment error rate as defined by CMS, in the format required by CMS, by May 30, 2010, which the Department Program Manager must submit to CMS by July 1, 2010.
- 6) Detailed Corrective Action Plan for the Active Medicaid cases reviewed containing Resultant Contractor recommendations based on identified eligibility or

payment errors in the PERM Program, in the format mandated by CMS, due no later than 30 days prior to the date when it must be submitted by the Department's Program Manager to CMS.

To submit a responsive proposal, THE BIDDER SHALL:

- a) Describe how PERM Program information will be collected, analyzed, reported/disseminated, and used;
- b) Develop a clear description of the approach and method (s) that the bidder will utilize to evaluate the progress towards achieving the above deliverables and objectives of the Perm Program;
- c) Identify the data that the bidder will collect to achieve the deliverables; and
- d) Include a timeline (s) for implementation of the deliverable process.

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| D. BUSINESS COST SECTION (Maximum <u>THREE</u> pages for the BIDDER, and Maximum <u>THREE</u> pages SUBMITTED by BIDDER for each proposed SUBCONTRACTOR providing direct services (if applicable)) |
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No cost information or other financial information may be included in any other portion of the proposal. Any proposal that fails to adhere to this requirement may be disqualified as non-responsive. Each proposal must include cost information and other financial information in the following order:

1. Audited Financial Statements - To submit a responsive proposal, THE BIDDER SHALL provide audited financial statements for each of the last two fiscal years. If audited financial statements for each of the last two fiscal years are not available, the bidder shall provide comparable statements that will document the bidder's financial stability and include an explanation of the submission of documents other than audited financial statements. Audited Financial Statements do not count toward the total page limit of the proposal.

2. Business Cost Section -

- a) To submit a responsive proposal, THE BIDDER SHALL submit a firm fixed price bid for the following:
- (1) Complete all Resultant Contractor Responsibilities as detailed in *Scope of Services, Section IV. C. (2.) a-i* of the RFP, for 504 active Medicaid recipients.
- b) To submit a responsive proposal, THE BIDDER SHALL describe any factors that may have an impact on the resultant contract cost and should provide a suggested monthly payment schedule contingent upon completion of various program tasks/performance achieved during the month.

Payment Structure -While specific payment terms will be made final during contract negotiations, it is expected that payments will be made monthly, contingent upon the Resultant Contractor's timely compliance with the resultant contract periods including, but not limited to, the Resultant Contractor's submission and Department of Social Services' acceptance of all required reports and payment requests.

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| SECTION V - PROPOSAL EVALUATION |
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| A. OVERVIEW OF THE EVALUATION OF PROPOSALS |
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The Department of Social Services will conduct a comprehensive, fair, and impartial evaluation of proposals received in response to this RFP. An Evaluation Team will be established to assist the Department of Social Services in selection of Resultant Contractors. The Department of Social Services reserves the right to alter the composition of the Evaluation Team. The Evaluation Team will be responsible for submitting recommendations to the Commissioners. The Commissioner of Social Services will notify the selected bidders that the selected bidders have been awarded the right to negotiate a contract with the Department of Social Services for the PERM Program.

The evaluation will be conducted in five phases:

- Phase One - Evaluation of General Proposal Requirements and Structure

- Phase Two - Evaluation of the Organizational Capability and Structure
- Phase Three - Evaluation of the Scope of Services
- Phase Four - Evaluation of the Business Cost Section
- Phase Five - Ranking of the Proposals

B. PHASE ONE - EVALUATION OF GENERAL PROPOSAL REQUIREMENTS AND STRUCTURE

The purpose of this phase is to determine whether each proposal is adequately responsive to the General Proposal Requirements to permit a complete evaluation of the proposal. Proposals must comply with the instructions to bidders contained throughout. Failure to comply with the instructions may deem the proposal non-responsive and subject to rejection without further consideration. The Department of Social Services reserves the right to waive minor irregularities. The General Proposal Requirements are identified above.

C. PHASE TWO - EVALUATION OF THE ORGANIZATIONAL CAPABILITY AND STRUCTURE

Only those proposals passing the General Proposal Requirements review will be considered in Phase Two. The Department of Social Services reserves the right to reject any and all proposals.

The quality of the work plan and the program management will be evaluated including the organization, completeness, and logic of the proposed plan. The evaluation will consider how comprehensive and knowledgeable the bidder is in responding to the functional and technical requirements outlined in this RFP.

The Department of Social Services will evaluate the experience of proposed key personnel, agency and individual resources, and the bidder's qualifications and affirmative action achievement (as shown on the Workforce Analysis Form) and any proposed subcontractors. The Department of Social Services will determine to what extent the organization and its key personnel have the capability to work effectively with the Department of Social Services to successfully develop and implement a PERM Program. The Department of Social Services will also assess the bidder's capability to take on the additional workload that would be generated by the resultant contract and the bidder's financial capability to undertake the resultant

contract. References will be checked. The Organizational Capability and Structure section of the proposal will be worth **40 percent** of the available points for the entire proposal.

D. PHASE THREE - EVALUATION OF THE SCOPE OF SERVICES

The proposed Scope of Services will be evaluated for its responsiveness to the requirements of this RFP including its organization, appropriateness, completeness, and logic. The evaluation will consider how creative and innovative the bidder is in responding to the functional and technical requirements outlined in this RFP. The Scope of Services section of the proposal will be worth **35 percent** of the available points for the entire proposal.

E. PHASE FOUR - EVALUATION OF THE BUSINESS COST SECTION

The Business Cost Section will be evaluated only for bidders who achieve a minimum of 75 percent of the total available points in Phase Two and Phase Three. The Business Cost Section will be worth **25 percent** of the available points for the entire proposal. It will be scored for:

1. Cost comparison (determined by comparing bid price information)
2. Cost reasonableness (determined by examining the Business Narrative and the relationship between the costs, personnel, and the work plan outlined in the proposal)

F. PHASE FIVE - RANKING OF THE PROPOSALS

Upon completion of Phases One through Four of the evaluation, it is possible that Evaluation Team members will interview the finalists. After the Evaluation Team has scored the proposals, the points awarded will be totaled to determine the ranking. Recommendations, along with pertinent supporting materials, will then be conveyed to the Commissioner of Social Services. The Commissioner of Social Services, at his discretion, reserves the right to approve or reject the Evaluation Team's recommendations.

SECTION VI - APPENDICES

APPENDIX 1 - MANDATORY TERMS AND CONDITIONS

Section 1 - General RFP Provisions:

1.1 Preparation Expense

The State of Connecticut assumes no liability for payment of expenses incurred by respondents in preparing and providing submissions in response to this procurement.

1.2 Insurance

By provision of a submission the bidder agrees that it will carry insurance, (liability, fidelity bonding, workers' compensation or surety bonding and/or other), as specified in a resultant contract, during the term of the contract according to the nature of the work to be performed to "save harmless" the State of Connecticut from any claims, suits, or demands that may be asserted against it by reason of any act or omission of the contractor, subcontractor or employees in providing services hereunder, including, but not limited to, any claims or demands of malpractice. Certificates of such insurance shall be filed with the Contract Administrator prior to the performance of services.

1.3 Suspension or Debarment

By provision of a submission, the bidder certifies the bidder or any person (including subcontractors) involved in the administration of Federal or State funds:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any governmental department or agency (local, state or Federal)
- b. Has not within a three-year period preceding the application submission been convicted or had a civil judgment rendered against him/her for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (local, state or Federal) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property
- c. Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity with the commission of any of the above offenses

- d. Has not within a three-year period preceding the application submission had one or more public transactions terminated for cause or fault.

Any change in the above status shall be immediately reported to the Department.

1.4. Procurement and Contractual Agreements

The terms and conditions contained in this section constitute a basis for any resultant contract to this RFP and are mandatory for any resultant contracts. The Department is solely responsible for rendering decisions in matters of interpretation on all terms and conditions. As used in these mandatory terms and conditions, the term, "contract," refers to any resultant contract to this RFP, although the term, "contract," as used in these terms and conditions does not suggest, warrant, nor guarantee that the Department will enter into a contract as a result of this RFP. Also, as used in these mandatory terms and conditions, the term, "contractor," refers to any resultant contractor to this RFP, although the term, "contractor," does not suggest, warrant nor guarantee that the Department will enter into a contract as a result of this RFP.

Section 2 - General Contract Provisions:

The Contractor agrees to comply with the following mandatory terms and conditions.

- A. Client-Related Safeguards
 1. Inspection of Work Performed
 2. Safeguarding Client Information
 3. Reporting of Client Abuse or Neglect

- B. Contractor Obligations
 1. Cost Standards
 2. Credits and Rights in Data
 3. Organizational Information, Conflict of Interest, IRS Form 990
 4. Federal Funds
 5. Audit Requirements
 6. Prohibited Interest
 7. Offer of Gratuities
 8. Related-party Transactions
 9. Lobbying
 10. Suspension or Debarment
 11. Liaison

12. Subcontracts
 13. Independent Capacity of Contractor
 14. Indemnification
 15. Choice of Law and Choice of Forum, Settlement of Disputes, Office of the Claims Commission
 16. Compliance with Law and Policy
 17. Facility Standards and Licensing Compliance
 18. Reports
 19. Delinquent Reports
 20. Recordkeeping and Access
 21. Workforce Analysis
 22. Litigation
- C. Alternations, Cancellation and Termination
1. Contract Revisions and Amendments
 2. Contract Reduction
 3. Default by the Contractor
 4. Non-enforcement not to Constitute Waiver
 5. Cancellation and Recoupment
 6. Equipment
 7. Transition after Termination or Expiration of Contract
 8. Program Cancellation
 9. Mergers and Acquisitions
- D. Statutory and Regulatory Compliance
1. Health Insurance Portability Act of 1996
 2. Americans with Disabilities Act of 1990
 3. Utilization of Minority Business Enterprises
 4. Priority Hiring
 5. Nondiscrimination Regarding Sexual Orientation
 6. Nondiscrimination and Affirmative Action Provisions
 7. Performance of Government Function
 8. Whistleblowing
 9. Campaign Contribution Restrictions
 10. Non-smoking
 11. Executive Orders

The Contractor agrees to comply with the following mandatory terms and conditions.

A. Client-Related Safeguards

1. Inspection of Work Performed - The Department or its authorized representative shall at all times have the right to enter into the Contractor's premises, or such other places where duties under the contract are being performed, to inspect, to monitor, or to evaluate the work being performed. The Contractor and all subcontractors must provide all reasonable facilities and assistance for Department representatives. All inspections and evaluations shall be performed in such a manner as will not unduly delay work. The Contractor shall disclose information on clients, applicants and their families as requested unless otherwise prohibited by Federal or state law. Written evaluations pursuant to this section shall be made available to the Contractor.
2. Safeguarding Client Information - The Department and the Contractor agree to safeguard the use, publication, and disclosure of information on all applicants for and all clients who receive service under this contract with all applicable Federal and state law concerning confidentiality.
3. Reporting of Client Abuse or Neglect - The Contractor shall comply with all reporting requirements relative to client abuse and neglect including, but not limited to, requirements as specified in General Statutes of Connecticut (C.G.S.) §§17a-101 through 103, 19a-216, 46b-120 (related to children), C.G.S. §46a-11b (relative to persons with mental retardation), and C.G.S. §17b-407 (relative to elderly persons).

B. Contractor Obligations

1. Cost Standards - Effective January 1, 2007, the Contractor and funding state agency shall comply with the Cost Standards issued by the State of Connecticut, Office of Policy and Management ("OPM"), as may be amended from time to time. The Cost Standards are published by OPM on the Web at http://www.ct.gov/opm/cwp/view.asp?a=2981&q=382994#Cost_Standards. Such Cost Standards shall apply to:
 - (a) All new Contracts effective on or after January 1, 2007
 - (b) All Contract amendments modifying funding, effective on or after January 1, 2007

(c) All Contracts in effect on or after July 1, 2007

2. Credits and Rights in Data -

- (a) Unless expressly waived in writing by the Department, all documents, reports, and other publications for public distribution during or resulting from the performances of this Contract shall include a statement acknowledging the financial support of the state and the Department and, where applicable, the Federal government. All such publications shall be released in conformance with applicable Federal and state law and all regulations regarding confidentiality. Any liability arising from such a release by the Contractor shall be the sole responsibility of the Contractor and the Contractor shall indemnify the Department, unless the Department or its agents co-authored said publication and said release is done with the prior written approval of the Commissioner of the Department. Any publication shall contain the following statement: "This publication does not express the views of the Department or the State of Connecticut. The views and opinions expressed are those of the authors." The Contractor or any of its agents shall not copyright data and information obtained under the terms and conditions of this contract, unless expressly authorized in writing by the Department. The Department shall have the right to publish, duplicate, use, and disclose all such data in any manner, and may authorize others to do so. The Department may copyright any data without prior notice to the Contractor. The Contractor does not assume any responsibility for the use, publication, or disclosure solely by the Department of such data.
- (b) "Data" shall mean all results, technical information and materials developed and/or obtained in the performance of the services hereunder including, but not limited to, all reports, surveys, plans, charts, recordings (video and/or sound), pictures, curricula, public awareness or prevention campaign materials, drawings, analyses, graphic representations, computer programs and printouts, notes and memoranda, and documents, whether finished or unfinished, which result from or are prepared in connection with the services performed hereunder.

3. Organizational Information, Conflict of Interest, IRS Form 990 - Annually during the term of the contract, the Contractor shall submit to the Department the following:
 - (a) A copy of its most recent IRS Form 990 submitted to the Federal Internal Revenue Service, and
 - (b) Its most recent Annual Report as filed with the Office of the Secretary of the State or such other information that the Department deems appropriate with respect to the organization and affiliation of the Contractor and related entities
4. Federal Funds - The Contractor shall comply with requirements relating to the receipt or use of Federal funds. The Department shall specify all such requirements in Part I of this contract.
5. Audit Requirements - The Contractor shall provide for an annual financial audit acceptable to the Department for any expenditure of state-awarded funds made by the Contractor. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The Contractor will comply with Federal and state single audit standards as applicable.
6. Prohibited Interest - The Contractor warrants that no state appropriated funds have been paid or will be paid by or on behalf of the Contractor to contract with or retain any company or person, other than bona fide employees working solely for the Contractor, to influence or attempt to influence an officer or employee of any state agency in connection with the awarding, extension, continuation, renewal, amendment, or modification of this agreement, or to pay or agree to pay any company or person, other than bona fide employees working solely for the Contractor, any fee, commission, percentage, brokerage fee, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.
7. Offer of Gratuities - By its agreement to the terms of this contract, the Contractor certifies that no elected or appointed official or employee of the State of Connecticut has or will benefit financially or materially from this contract. The Department may terminate this contract if it is determined that gratuities of any kind were either offered or received by any of the aforementioned officials or employees from the Contractor or its agents or employees.

8. Related-party Transactions - The Contractor shall report all related-party transactions, as defined in this clause, to the Department on an annual basis in the appropriate fiscal report as specified in Part I of this contract. "Related party" means a person or organization related through marriage, ability to control, ownership, family or business association. Past exercise of influence or control need not be shown, only the potential or ability to directly or indirectly exercise influence or control. "Related-party transactions" between a Contractor, its employees, Board members or members of the Contractor's governing body, and a related party include, but are not limited to:
 - (a) Real estate sales or leases
 - (b) Leases for equipment, vehicles or household furnishings
 - (c) Mortgages, loans and working capital loans
 - (d) Contracts for management, consultant and professional services as well as for materials, supplies and other services purchased by the Contractor

9. Lobbying - The Contractor agrees to abide by state and Federal lobbying laws, and further specifically agrees not to include in any claim for reimbursement any expenditures associated with activities to influence, directly or indirectly, legislation pending before Congress, or the Connecticut General Assembly or any administrative or regulatory body unless otherwise required by this contract.

10. Suspension or Debarment -
 - (a) Signature on Contract certifies the Contractor or any person (including subcontractors) involved in the administration of Federal or State funds:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any governmental department or agency (Federal, State or local)
 - (2) Within a three-year period preceding this Contract, has not been convicted or had a civil judgment rendered against him/her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local)

transaction or Contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property

(3) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the above offenses

(4) Has not within a three-year period preceding this agreement had one or more public transactions terminated for cause or fault

(b) Any change in the above status shall be immediately reported to the Department.

11. Liaison - Each party shall designate a liaison to facilitate a cooperative working relationship between the Contractor and the Department in the performance and administration of this contract.

12. Subcontracts - For purposes of this clause, subcontractors shall be defined as providers of direct human services. Vendors of support services, not otherwise known as human service providers or educators, shall not be considered subcontractors, e.g. lawn care, unless such activity is considered part of a training, vocational or educational program. The subcontractor's identity, services to be rendered, and costs shall be detailed in Part I of this contract. Notwithstanding the execution of this contract prior to a specific subcontractor being identified or specific costs being set, no subcontractor may be used or expense under this contract incurred prior to identification of the subcontractor or inclusion of a detailed budget statement as to subcontractor expense, unless expressly provided in Part I of this contract. No subcontractor shall acquire any direct right of payment from the Department by virtue of the provisions of this clause or any other clause of this contract. The use of subcontractors, as defined in this clause, shall not relieve the Contractor of any responsibility or liability under this contract. The Contractor shall make available copies of all subcontracts to the Department upon request.

13. Independent Capacity of Contractor - The Contractor, its officers, employees, subcontractors, or any other agent of the Contractor in the performance of this contract will act in an independent capacity and not

as officers or employees of the State of Connecticut or of the Department.

14. Indemnification -

- (a) The Contractor shall indemnify, defend and hold harmless the State of Connecticut and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all:
 - (1) Claims arising directly or indirectly, in connection with the contract, including the acts of commission or omission (collectively the "Acts") of the Contractor or Contractor Parties
 - (2) Liabilities, damages, losses, costs and expenses, including, but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this contract. The contractor's obligations under this section to indemnify, defend and hold harmless against claims includes claims concerning confidentiality of any part of or all of the bid or any records, and intellectual property rights, other propriety rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance of the contract.
- (b) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such claims.
- (c) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.

- (d) The Contractor shall carry and maintain at all times during the term of the contract, and during the time that any provisions survive the term of the contract, sufficient general liability insurance to satisfy its obligations under this contract. The Contractor shall name the State as an additional insured on the policy and shall provide a copy of the policy to the Agency prior to the effective date of the contract. The Contractor shall not begin performance until the delivery of the policy to the Agency.
 - (e) The rights provided in this section for the benefit of the State shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a Claim against a third party.
 - (f) This section shall survive the termination, cancellation, or expiration of the Contract, and shall not be limited by reason of any insurance coverage.
15. Choice of Law and Choice of Forum, Settlement of Disputes, Office of the Claims Commission -
- (a) The Contractor agrees to be bound by the laws of the State of Connecticut and the Federal government where applicable, and agrees that this contract shall be construed and interpreted in accordance with Connecticut law and Federal law where applicable.
 - (b) Any dispute concerning the interpretation or application of this contract shall be decided by the Commissioner of the Department or his/her designee whose decision shall be final subject to any rights the Contractor may have pursuant to state law. In appealing a dispute to the commissioner pursuant to this provision, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final resolution of a dispute, the Contractor and the Department shall proceed diligently with the performance of the contract.
 - (c) The Contractor agrees that the sole and exclusive means for the presentation of any claim against the State arising from this Contract shall be in accordance with Chapter 53 of the General Statutes of Connecticut (Claims Against the State) and the Contractor further agrees not to initiate legal proceedings except as authorized by that Chapter in any State or Federal Court in addition to or in lieu of said Chapter 53 proceedings.

16. Compliance with Law and Policy - Contractor shall comply with all pertinent provisions of local, state, and Federal laws and regulations as well as Departmental policies and procedures applicable to Contractor's programs as specified in this contract. The Department shall notify the Contractor of any applicable new or revised laws, regulations, policies, or procedures, which the Department has responsibility to promulgate or enforce.
17. Facility Standards and Licensing Compliance - The Contractor will comply with all applicable local, state and Federal licensing, zoning, building, health, fire and safety regulations or ordinances, as well as standards and criteria of pertinent state and Federal authorities. Unless otherwise provided by law, the Contractor is not relieved of compliance while formally contesting the authority to require such standards, regulations, statutes, ordinance, or criteria.
18. Reports - The Contractor shall provide the Department with such statistical, financial, and programmatic information necessary to monitor and evaluate compliance with the contract. All requests for such information shall comply with all applicable state and Federal confidentiality laws. The Contractor agrees to provide the Department with such reports as the Department requests.
19. Delinquent Reports - The Contractor will submit required reports by the designated due dates as identified in this agreement. After notice to the Contractor and an opportunity for a meeting with a Department representative, the Department reserves the right to withhold payments for services performed under this Contract if the Department has not received acceptable progress reports, expenditure reports, refunds, and/or audits as required by this agreement or previous agreements for similar or equivalent services the Contractor has entered into with the Department.
20. Recordkeeping and Access - The Contractor shall maintain books, records, documents, program and individual service records and other evidence of its accounting and billing procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature incurred in the performance of this contract. These records shall be subject at all reasonable times to monitoring, inspection, review or audit by authorized employees or agents of the state or, where applicable, Federal agencies. The Contractor shall retain all such records concerning this contract for a period of three years after the

completion and submission to the state of the Contractor's annual financial audit.

21. Workforce Analysis - The Contractor shall provide a workforce analysis affirmative action report related to employment practices and procedures.
22. Litigation -
 - (a) The Contractor shall provide written notice to the Department of any litigation that relates to the services directly or indirectly financed under this contract or that has the potential to impair the ability of the Contractor to fulfill the terms and conditions of this contract, including, but not limited to, financial, legal or any other situation which may prevent the Contractor from meeting its obligations under the contract.
 - (b) The Contractor shall provide written notice to the Department of any final decision by any tribunal or state or Federal agency or court which is adverse to the Contractor or which results in a settlement, compromise or claim or agreement of any kind for any action or proceeding brought against the Contractor or its employee or agent under the Americans with Disabilities Act of 1990, Executive Orders Nos. 3 & 17 of Governor Thomas J. Meskill and any other provisions of Federal or state law concerning equal employment opportunities or nondiscriminatory practices.

C. Alterations, Cancellation, and Termination

1. Contract Revisions and Amendments -
 - (a) The Contractor shall submit to the Department in writing any proposed revision to the contract and the Department shall notify the Contractor of receipt of the proposed revision.
 - (b) Contract amendments must be in writing and shall not be effective until executed by both parties to the contract, and, where applicable, approved by the Attorney General.
 - (c) No amendments may be made to a lapsed contract.

2. Contract Reduction -

- (a) The Department reserves the right to reduce the Contracted amount of compensation at any time in the event that:
 - (1) The Governor or the Connecticut General Assembly rescinds, reallocates, or in any way reduces the total amount budgeted for the operation of the Department during the fiscal year for which such funds are withheld or
 - (2) Federal funding reductions result in reallocation of funds within the Department
- (b) The Contractor and the Department agree to negotiate on the implementation of the reduction within thirty days of receipt of formal notification of intent to reduce the contracted amount of compensation from the Department. If agreement on the implementation of the reduction is not reached within 30 calendar days of such formal notification and a contract amendment has not been executed, the Department may terminate the contract sixty days from receipt of such formal notification. The Department will formally notify the Contractor of the termination date.

3. Default by the Contractor -

- (a) If the Contractor defaults as to, or otherwise fails to comply with, any of the conditions of this contract the Department may:
 - (1) Withhold payments until the default is resolved to the satisfaction of the Department
 - (2) Temporarily or permanently discontinue services under the contract
 - (3) Require that unexpended funds be returned to the Department
 - (4) Assign appropriate state personnel to execute the contract until such time as the contractual defaults have been corrected to the satisfaction of the Department
 - (5) Require that contract funding be used to enter into a subcontract arrangement with a person or persons

designated by the Department in order to bring the program into contractual compliance

- (6) Terminate this contract
 - (7) Take such other actions of any nature whatsoever as may be deemed appropriate for the best interests of the state or the program(s) provided under this contract or both
 - (8) Any combination of the above actions
- (b) In addition to the rights and remedies granted to the Department by this contract, the Department shall have all other rights and remedies granted to it by law in the event of breach of or default by the Contractor under the terms of this contract.
- (c) Prior to invoking any of the remedies for default specified in this paragraph except when the Department deems the health or welfare of service recipients is endangered as specified in of this contract or has not met requirements as specified in this contract, the Department shall notify the Contractor in writing of the specific facts and circumstances constituting default or failure to comply with the conditions of this contract and proposed remedies. Within five business days of receipt of this notice, the Contractor shall correct any contractual defaults specified in the notice and submit written documentation of correction to the satisfaction of the Department or request in writing a meeting with the commissioner of the Department or his/her designee. Any such meeting shall be held within five business days of the written request. At the meeting, the Contractor shall be given an opportunity to respond to the Department's notice of default and to present a plan of correction with applicable time frames. Within five business days of such meeting, the commissioner of the Department shall notify the Contractor in writing of his/her response to the information provided including acceptance of the plan of correction and, if the commissioner finds continued contractual default for which a satisfactory plan of corrective action has not been presented, the specific remedy for default the Department intends to invoke. This action of the Commissioner shall be considered final.

- (d) If at any step in this process the Contractor fails to comply with the procedure and, as applicable, the agreed upon plan of correction, the Department may proceed with default remedies.
4. Non-enforcement Not to Constitute Waiver -The failure of either party to insist upon strict performance of any terms or conditions of this agreement shall not be deemed a waiver of the term or condition or any remedy that each party has with respect to that term or condition nor shall it preclude a subsequent default by reason of the failure to perform.
5. Cancellation and Recoupment -
- (a) This agreement shall remain in full force and effect for the entire term of the contract period, above, unless either party provides written notice ninety days or more from the date of termination, except that no cancellation by the Contractor may be effective for failure to provide services for the agreed price or rate and cancellation by the Department shall not be effective against services already rendered, so long as the services were rendered in compliance with the contract during the term of the contract.
- (b) In the event the health or welfare of the service recipients is endangered, the Department may cancel the contract and take any immediate action without notice it deems appropriate to protect the health and welfare of service recipients. The Department shall notify the Contractor of the specific reasons for taking such action in writing within five business days of cancellation. Within five business days of receipt of this notice, the Contractor may request in writing a meeting with the commissioner of the Department or his/her designee. Any such meeting shall be held within five business days of the written request. At the meeting, the Contractor shall be given an opportunity to present information on why the Department's actions should be reversed or modified. Within five business days of such meeting, the Commissioner of the Department shall notify the Contractor in writing of his/her decision upholding, reversing, or modifying the action of the Department. This action of the Commissioner shall be considered final.
- (c) The Department reserves the right to cancel the contract without prior notice when the funding for the contract is no longer available.

- (d) The Department reserves the right to recoup any deposits, prior payment, advance payment, or down payment made if the contract is terminated by either party. Allowable costs incurred to date of termination for operation or transition of program(s) under this contract shall not be subject to recoupment. The Contractor agrees to return to the Department any funds not expended in accordance with the terms and conditions of the contract and, if the Contractor fails to do so upon demand, the Department may recoup said funds from any future payments owing under this contract or any other contract between the State and the Contractor.
6. Equipment - In the event this Contract is terminated or not renewed, the Department reserves the right to recoup any equipment, deposits or down payments made or purchased with start-up funds or other funds specifically designated for such purpose under this Contract. For purposes of this provision, equipment means tangible personal property with a normal useful life of at least one year and a value of at least \$5,000. Equipment shall be considered purchased from Contractor funds and not from Department funds if the equipment is purchased for a program that has other sources of income equal to or greater than the equipment purchase price.
7. Transition after Termination or Expiration of Contract - In the event that this contract is terminated for any reason except where the health and welfare of service recipients is endangered or if the Department does not offer the Contractor a new contract for the same or similar service at the contract's expiration, the Contractor will assist in the orderly transfer of clients served under this contract as required by the Department and will assist in the orderly cessation of operations under this contract. Prior to incurring expenses related to the orderly transfer or continuation of services to service recipients beyond the terms of the contract, the Department and the Contractor agree to negotiate a termination amendment to the existing agreement to address current program components and expenses, expected expenses necessary for the orderly transfer of service recipients and changes to the current program to address service recipient needs. The Contractual agreement may be amended as necessary to assure transition requirements are met during the term of this contract. If the transition cannot be concluded during this term, the Department and the Contractor may negotiate an amendment to extend the term of the current contract until the transition may be concluded.

8. Program Cancellation - Where applicable, the cancellation or termination of any individual program or services under this Contract will not, in and of itself, in any way affect the status of any other program or service in effect under this Contract.
9. Mergers and Acquisitions -
 - (a) Contracts in whole or in part are not transferable or assignable without the prior written agreement of the Department.
 - (b) At least ninety days prior to the effective date of any fundamental changes in corporate status, including merger, acquisition, transfer of assets, and any change in fiduciary responsibility, the Contractor shall provide the Department with written notice of such changes.
 - (c) The Contractor shall comply with requests for documentation deemed necessary by the Department to determine whether the Department will provide prior written agreement. The Department shall notify the Contractor of such determination not later than forty-five business days from the date the Department receives such requested documentation.

D. Statutory and Regulatory Compliance

1. Health Insurance Portability Act of 1996 ("HIPAA") -
 - (a) If the Contractor is a Business Associate under the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Contractor must comply with all terms and conditions of this Section of the Contract. If the Contractor is not a Business Associate under HIPAA, this Section of the Contract does not apply to the Contractor for this Contract.
 - (b) The Contractor is required to safeguard the use, publication and disclosure of information on all applicants for, and all clients who receive, services under the Contract in accordance "with all applicable Federal and state law regarding confidentiality, which includes but is not limited to ("HIPAA"), more specifically with the Privacy and Security Rules at 45 CFR Part 160 and Part 164, subparts A, C, and E *and*

- (c) The State of Connecticut Department named on page 1 of this Contract (hereinafter "Department") is a "covered entity" as that term is defined in 45 CFR §160.103 *and*
- (d) The Contractor, on behalf of the Department, performs functions that involve the use or disclosure of "individually identifiable health information," as that term is defined in 45 CFR §160.103 *and*
- (e) The Contractor is a "business associate" of the Department, as that term is defined in 45 CFR §160.103 *and*
- (f) The Contractor and the Department agree to the following in order to secure compliance with the HIPAA, more specifically with the Privacy and Security Rules at 45 CFR Part 160 and Part 164, subparts A, C, and E
- (g) Definitions
 - (1) "Business Associate" shall mean the Contractor.
 - (2) "Covered Entity" shall mean the Department of the State of Connecticut named on page 1 of this Contract.
 - (3) "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR §164.501.
 - (4) "Individual" shall have the same meaning as the term "individual" in 45 CFR §160.103 and shall include a person who qualifies as a personal representative as defined in 45 CFR §164.502(g).
 - (5) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and parts 164, subparts A and E.
 - (6) "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 CFR §160.103, limited to information created or received by the Business Associate from or on behalf of the Covered Entity.
 - (7) "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR §164.103.

- (8) "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
 - (9) "More stringent" shall have the same meaning as the term "more stringent" in 45 CFR §160.202.
 - (10) "This Section of the Contract" refers to the HIPAA Provisions stated herein, in their entirety.
 - (11) "Security Incident" shall have the same meaning as the term "security incident" in 45 CFR §164.304.
 - (12) "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and parts 164, subpart A and C.
- (h) Obligations and Activities of Business Associates -
- (1) Business Associate agrees not to use or disclose PHI other than as permitted or required by this Section of the Contract or as Required by Law.
 - (2) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for in this Section of the Contract.
 - (3) Business Associate agrees to use administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic protected health information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
 - (4) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by Business Associate in violation of this Section of the Contract.
 - (5) Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Section of the Contract or any security incident of which it becomes aware.

- (6) Business Associate agrees to insure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate, on behalf of the Covered Entity, agrees to the same restrictions and conditions that apply through this Section of the Contract to Business Associate with respect to such information.
- (7) Business Associate agrees to provide access, at the request of the Covered Entity, and in the time and manner agreed to by the parties, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR §164.524.
- (8) Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to make PHI available for amendment pursuant to 45 CFR §164.526 at the request of the Covered Entity, and in the time and manner agreed to by the parties.
- (9) Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by, Business Associate on behalf of Covered Entity, available to Covered Entity or to the Secretary in a time and manner agreed to by the parties or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- (10) Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528.
- (11) Business Associate agrees to provide to Covered Entity, in a time and manner agreed to by the parties, information collected in accordance with paragraph I of this Section of the Contract, to permit Covered Entity to

respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528.

(12) Business Associate agrees to comply with any state law that is more stringent than the Privacy Rule.

(i) Permitted Uses and Disclosure by Business Associate -

(1) General Use and Disclosure Provisions - Except as otherwise limited in this Section of the Contract, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Contract, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

(2) Specific Use and Disclosure Provisions

(A) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.

(B) Except as otherwise limited in this Section of the Contract, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(C) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 CFR §164.504(e)(2)(i)(B).

- (j) Obligations of Covered Entity -
- (1) Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity, in accordance with 45 CFR §164.520, or to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
 - (2) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
 - (3) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- (k) Permissible Requests by Covered Entity - Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity, except that Business Associate may use and disclose PHI for data aggregation, and management and administrative activities of Business Associate, as permitted under this Section of the Contract.
- (l) Term and Termination -
- (1) Term - The Term of this Section of the Contract shall be effective as of the date the Contract is effective and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

- (2) Termination for Cause upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
 - (A) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Contract if Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity or
 - (B) Immediately terminate the Contract if Business Associate has breached a material term of this Section of the Contract and cure is not possible or
 - (C) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary
- (3) Effect of Termination
 - (A) Except as provided in (1)(2) above, upon termination of this Contract, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
 - (B) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon documentation by Business Associate that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Section of the Contract to such PHI and limit further uses and disclosures of PHI to those purposes that make return or destruction infeasible, for as long as Business Associate maintains such PHI. Infeasibility of the return or destruction of PHI includes, but is not limited to, requirements under state or Federal law that the

Business Associate maintains or preserves the PHI or copies thereof.

(m) Miscellaneous Provisions -

- (1) Regulatory References - A reference in this Section of the Contract to a section in the Privacy Rule means the section as in effect or as amended.
- (2) Amendment - The Parties agree to take such action as is necessary to amend this Section of the Contract from time to time as is necessary for Covered Entity to comply with requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
- (3) Survival - The respective rights and obligations of Business Associate shall survive the termination of this Contract.
- (4) Effect on Contract - Except as specifically required to implement the purposes of this Section of the Contract, all other terms of the Contract shall remain in force and effect.
- (5) Construction - This Section of the Contract shall be construed as broadly as necessary to implement and comply with the Privacy Standard. Any ambiguity in this Section of the Contract shall be resolved in favor of a meaning that complies, and is consistent with, the Privacy Standard.
- (6) Disclaimer - Covered Entity makes no warranty or representation that compliance with this Section of the Contract will be adequate or satisfactory for Business Associate's own purposes. Covered Entity shall not be liable to Business Associate for any claim, loss or damage related to or arising from the unauthorized use or disclosure of PHI by Business Associate or any of its officers, directors, employees, Contractors or agents, or any third party to whom Business Associate has disclosed PHI pursuant to this Contract. Business Associate is solely responsible for all decisions made, and actions taken, by Business Associate regarding the

safeguarding, use and disclosure of PHI within its possession, custody, or control.

- (7) Indemnification - The Business Associate shall indemnify and hold the Covered Entity harmless from and against all claims, liabilities, judgments, fines, assessments, penalties, awards, or other expenses, of any kind or nature whatsoever, including, without limitation, attorney's fees, expert witness fees, and costs of investigation, litigation or dispute resolution, relating to or arising out of any violation by the Business Associate and its agents, including subcontractors, of any obligation of Business Associate and its agents, including subcontractors, under this Section of the Contract.
2. Americans with Disabilities Act of 1990. This clause applies to those Contractors which are or will come to be responsible for compliance with the terms of the Americans with Disabilities Act of 1990 (42 USC §§12101-12189 and §§12201-12213) (Supp. 1993), 47 USCS §§225, 611 (Supp. 1993). During the term of the Contract, the Contractor represents that it is familiar with the terms of this Act and that it is in compliance with the law. The Contractor warrants that it will hold the state harmless from any liability, which may be imposed upon the state as a result of any failure of the Contractor to be in compliance with this Act. As applicable, the Contractor agrees to abide by provisions of §504 of the Federal Rehabilitation Act of 1973, as amended, 29 USC §794 (Supp. 1993), regarding access to programs and facilities by people with disabilities.
3. Utilization of Minority Business Enterprises - It is the policy of the state that minority business enterprises should have the maximum opportunity to participate in the performance of government Contracts. The Contractor agrees to use best efforts consistent with 45 CFR §§74.160 et seq. (1992) and paragraph 9 of Appendix G thereto for the administration of programs or activities using HHS funds, and §§13a-95a, 4a-60 to 4a-62, 4b-95(b), and 4a-60q of the General Statutes of Connecticut to carry out this policy in the award of any subcontracts.
4. Priority Hiring - Subject to the Contractor's exclusive right to determine the qualifications for all employment positions, the Contractor shall use its best efforts to ensure that it gives priority to hiring welfare recipients who are subject to time-limited welfare and must find employment. The Contractor and the Department will work cooperatively to determine the number and types of positions to which this paragraph shall apply.

The Department of Social Services regional office staff or staff of Department of Social Service Contractors will undertake to counsel and screen an adequate number of appropriate candidates for positions targeted by the Contractor as suitable for individuals in the time limited welfare program. The success of the Contractor's efforts will be considered when awarding and evaluating Contracts.

5. Non-discrimination Regarding Sexual Orientation - Unless otherwise provided by C.G.S. §46a-81p, the Contractor agrees to the following provisions required pursuant to §4a-60a of the General Statutes of Connecticut:

(a)

- (1) The Contractor agrees and warrants that in the performance of the Contract 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
- (2) The Contractor agrees to provide each labor union or representatives 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
- (3) The Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to §46a-56 of the General Statutes of Connecticut
- (4) 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 provisions of this section and §46a-56 of the General Statutes of Connecticut

- (b) The Contractor shall include the provisions of subsection (a) 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 §46a-56 of the General Statutes of Connecticut 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.

6. Nondiscrimination and Affirmative Action Provisions in Contracts of the State and Political Subdivisions Other Than Municipalities - The Contractor agrees to comply with provisions of §4a-60 of the General Statutes of Connecticut:

- (a) Every Contract to which the state or any political subdivision of the state other than a municipality is a party shall contain the following provisions:
 - (1) The Contractor agrees and warrants that in the performance of the Contract 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 such 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 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 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 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 C.G.S. §§46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to C.G.S. §§46a-56, 46a-68e and 46a-68f
 - (5) the Contractor agrees to provide the commission of 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 C.G.S. §46a-56. If the Contract is a public works Contract, 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 project.
- (b) For the purposes of this section, “minority business enterprise” means any small Contractor or supplier of materials fifty-one per

cent or more of 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 C.G.S. §49-60g
- (c) For the purposes of this section, “good faith” means that degree of diligence that 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. Determinations 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 action 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) Contractor shall include the provisions of subsection (a) 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 provision 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 C.G.S. §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 such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

7. Performance of Government Function - Pursuant to Section 1-218 of the State of Connecticut General Statutes, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function requires the inclusion of language indicating that the records and files associated with the performance of the governmental function are subject to the Freedom of Information Act and may be disclosed by the public agency pursuant to the Freedom of Information Act.

Section 1-200(11) of the State of Connecticut General Statutes defines "Governmental Function" as the administration or management of a program of a public agency, which program has been authorized by law to be administered or managed by a person, where (A) the person receives funding from the public agency for administering or managing the program, (B) the public agency is involved in or regulates to a significant extent such person's administration or management of the program, whether or not such involvement or regulation is direct, pervasive, continuous or day-to-day, and (C) the person participates in the formulation of governmental policies or decisions in connection with the administration or management of the program and such policies or decisions bind the agency. The Department and the Contractor agree that the Contractor does not make governmental policy decisions that are binding on the Department. Therefore the Contractor's performance under the terms of this Contract do not equate to the performance of a governmental function.

8. Whistleblowing - This Agreement is subject to the provisions of §4-61dd of the General Statutes of Connecticut. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the Contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Agreement. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring

a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state Contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state Contractors in a conspicuous place that is readily available for viewing by the employees of the Contractor.

9. Campaign Contribution Restrictions - On February 8, 2007, Governor Rell signed into law Public Act 07-1, An Act Concerning the State Contractor Contribution Ban and Gifts to State and Quasi-Public Agencies.

For all State contracts as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See SEEC Form 11.

10. Non-smoking - If the Contractor is an employer subject to the provisions of §31-40q of the General Statutes of Connecticut, the Contractor agrees to provide upon request the Department with a copy of its written rules concerning smoking. Evidence of compliance with the provisions of §31-40q of the General Statutes of Connecticut must be received prior to Contract approval by the Department.

11. Executive Orders -

- (a) Executive Order No. 3: Nondiscrimination - This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971, and, as such, this Contract may be canceled, terminated, or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. 3 or any state or Federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this Contract. The parties to this Contract, as part of the consideration hereof, agree that said Executive Order No. 3 is incorporated herein by reference and made a part 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 performance in regard to nondiscrimination, until the

Contract is completed or terminated prior to completion. The Contractor agrees, as part consideration hereof, that this Contract is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. 3 and that the Contractor will not discriminate in employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner.

(b) Executive Order No. 16: Violence in the Workplace Prevention Policy - This Contract is subject to provisions of Executive Order No. 16 of Governor John J. Rowland promulgated August 4, 1999, and, as such, this Contract may be cancelled, terminated or suspended by the Contracting agency or the State for violation of or noncompliance with said Executive Order No. 16. The parties to this Contract, as part of the consideration hereof, agree that:

- (1) Contractor shall prohibit employees from bringing into the state work site, except as may be required as a condition of employment, any weapon/dangerous instrument defined in Section 2 to follow
- (2) weapon means any firearm, including a BB gun, whether loaded or unloaded, any knife (excluding a small pen or pocket knife), including a switchblade or other knife having an automatic spring release device, a stiletto, any police baton or nightstick or any martial arts weapon or electronic defense weapon. Dangerous instrument means any instrument, article, or substance that, under the circumstances, is capable of causing death or serious physical injury
- (3) Contractor shall prohibit employees from attempting to use, or threaten to use, any such weapon or dangerous instrument in the state work site and employees shall be prohibited from causing, or threatening to cause, physical injury or death to any individual in the state work site
- (4) Contractor shall adopt the above prohibitions as work rules, violation of which shall subject the employee to disciplinary action up to and including discharge. The Contractor shall require that all employees are aware of such work rules

- (5) Contractor agrees that any subcontract it enters into in the furtherance of the work to be performed hereunder shall contain the provisions 1 through 4, above.
- (c) Executive Order No. 17: Connecticut State Employment Service Listings - This Contract is subject to provisions of Executive Order No. 17 of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this Contract may be canceled, terminated or suspended by the Contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order Number 17, notwithstanding that the Labor Commissioner may not be a party to this Contract. The parties to this Contract, as part of the consideration hereof, agree that Executive Order No. 17 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 performance in regard to listing all employment openings with the Connecticut State Employment Service.
- (d) Executive Order No. 7C: Contracting Standards Board - This Contract is subject to provisions of Executive Order No. 7C of Governor M. Jodi Rell, promulgated on July 13, 2006. The Parties to this Contract, as part of the consideration hereof, agree that:
- (1) The State Contracting Standards Board ("Board") may review this Contract and recommend to the state Contracting agency termination of this Contract for cause. The State Contracting agency shall consider the recommendations and act as required or permitted in accordance with the Contract and applicable law. The Board shall provide the results of its review, together with its recommendations, to the state Contracting agency and any other affected party in accordance with the notice provisions in the Contract not later than fifteen days after the Board finalizes its recommendation. For the purposes of this Section, "for cause" means: (A) a violation of the State Ethics Code (Chap. 10 of the general statutes) or §4a-100 of the general statutes or (B) wanton or reckless disregard of any state Contracting

and procurement process by any person substantially involved in such Contract or state Contracting agency.

- (2) For purposes of this Section, "Contract" shall not include real property transactions involving less than a fee simple interest or financial assistance comprised of state or Federal funds, the form of which may include but is not limited to grants, loans, loan guarantees, and participation interests in loans, equity investments, and tax credit programs. Notwithstanding the foregoing, the Board shall not have any authority to recommend the termination of a Contract for the sale or purchase of a fee simple interest in real property following transfer of title.
 - (3) Notwithstanding the Contract value listed in sections 4-250 and 4-252 of the C.G.S. and Section 8 of Executive Order Number 1, all State Contracts between state agencies and private entities with a value of \$50,000 (fifty thousand dollars) or more in a calendar or fiscal year shall comply with the gift and campaign contribution certification requirements of §4-252 of the C.G.S. and Section 8 of Executive Order Number 1. For purposes of this section, the term "certification" shall include the campaign contribution and annual gift affidavits required by Section 8 of Executive Order Number 1.
- (e) Executive Order No. 14: Procurement of cleaning products and services - This Agreement is subject to the provisions of Executive Order No. 14 of Governor M. Jodi Rell promulgated April 17, 2006. Pursuant to this Executive Order, the contractor shall use cleaning and/or sanitizing products having properties that minimize potential impacts on human health and the environment, consistent with maintaining clean and sanitary facilities.

**APPENDIX 2 - PROCUREMENT AND CONTRACTUAL AGREEMENTS
SIGNATORY ACCEPTANCE**

Statement of Acceptance

The terms and conditions contained in this Request for Proposals constitute a basis for this procurement. These terms and conditions, as well as others so labeled elsewhere in this document are mandatory for the resultant contract. The Department is solely responsible for rendering decisions in matters of interpretation on all terms and conditions.

Acceptance Statement

On behalf of _____ I,
_____ agree to accept the Mandatory Terms and
Conditions as set forth in the Department of Social Services' PERM Program
Request for Proposals.

Signature

Title

Date

APPENDIX 3 - WORKFORCE ANALYSIS FORM

Contractor Name: _____

Total number of CT employees: _____

Address: _____

Full-time _____ Part-time _____

Complete the following Workforce Analysis for employees on Connecticut worksites who are:

| Job Categories | Totals for all Columns - Male and Female | White (Not of Hispanic Origin) | | Black (Not of Hispanic Origin) | | Hispanic | | Asian Or Pacific Islander | | American Indian Or Alaskan Native | | People With Disabilities | |
|--|--|--------------------------------|--------|--------------------------------|--------|----------|--------|---------------------------|--------|-----------------------------------|--------|--------------------------|--------|
| | | male | female | male | female | male | female | male | female | male | female | male | female |
| Officials and Managers | | | | | | | | | | | | | |
| Professionals | | | | | | | | | | | | | |
| Technicians | | | | | | | | | | | | | |
| Sales Workers | | | | | | | | | | | | | |
| Office and Clerical | | | | | | | | | | | | | |
| Craft Workers (Skilled) | | | | | | | | | | | | | |
| Operators (Semi Skilled) | | | | | | | | | | | | | |
| Laborers (Unskilled) | | | | | | | | | | | | | |
| Totals Above | | | | | | | | | | | | | |
| Totals One Year Ago | | | | | | | | | | | | | |
| Formal On-The-Job-Trainees (Enter figures for the same categories as shown above) | | | | | | | | | | | | | |
| Apprentices | | | | | | | | | | | | | |
| Trainees | | | | | | | | | | | | | |
| Employment Figures were obtained from _____ Visual Check _____ Employment Records _____ Other: _____ | | | | | | | | | | | | | |

Workforce Analysis Form (continued)

1. Have you successfully implemented an Affirmative Action Plan?
Yes _____ No _____ Implementation Date _____
If the answer is No, explain.
- 1.a. Do you promise to develop and implement a successful Affirmative Action Plan?
Yes _____ No _____ Not Applicable _____
Explanation:
2. Have you successfully developed an apprenticeship program complying with §46a-68-1 to 46a-68-17 of the State of Connecticut Department of Labor Regulations, inclusive:
Yes _____ No _____ Not Applicable _____
Explanation:
3. According to EEO-1 data, is the composition of your workforce at or near parity when compared with the racial and sexual composition of the workforce in the relevant labor market area?
Yes _____ No _____ Not Applicable _____
Explanation:
4. If you plan to subcontract, will you set aside a portion of the contract for legitimate minority business enterprises?
Yes _____ No _____ Not Applicable _____
Explanation:

Contractor's Authorized Signature

Date [WFA 5/93]

APPENDIX 4 - NOTIFICATION TO BIDDERS FORM

The contract to be awarded in response to this RFP is subject to contract compliance requirements mandated by §4a-60 of the General Statutes of Connecticut, and when the awarding agency is the State, §46a-71(d) of the General Statutes of Connecticut. Contract Compliance Regulations codified at §4a-60 et. seq. of the Regulations of the Connecticut State agencies establish a procedure for the awarding of all contracts covered by §4a-60 and 46a-71(d) of the General Statutes of Connecticut.

According to §4-114a-3(9) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance regulations has an obligation to “aggressively solicit participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials.” “Minority business enterprise” is defined in §4a-60 of the General Statutes of Connecticut as a business wherein 51 percent or more of the capital stock or assets belong to 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 §32-9n.” “Minority” groups are defined in §32-9n of the General Statutes of Connecticut as “(1) Black Americans, (2) Hispanic Americans, (3) Women, (4) Asian Pacific Americans and Pacific Islanders, or (5) American Indians” The above definitions apply to the contract compliance requirements by virtue of §4-114a (10) of the Contract Compliance Regulations.

The awarding agency will consider the following factors when reviewing the bidder’s qualifications under the contract compliance requirements:

1. The bidder’s success in implementing an affirmative action plan
2. The bidder’s success in developing an apprenticeship program complying with §46a-68-1 to 46a-68-17 of the Regulations of Connecticut State agencies, inclusive
3. The bidder’s promise to develop and implement an affirmative action plan
4. The bidder’s submission of EEO-1 data indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market
5. The bidder’s promise to set aside a portion of the contract for legitimate minority businesses. See §4-114a3 (10) of the Contract Compliance Regulations

INSTRUCTION TO THE BIDDER: The Bidder must sign the acknowledgement below and return it to the Awarding Agency along with the bid proposal. Retain a signed copy in your files.

The undersigned acknowledges receiving and reading a copy of the “Notification to Bidders” form:

Signature

Date

On Behalf of: _____

Organization Name

Address

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APPENDIX 5 - SMOKING POLICY

General Statutes of Connecticut

Section 31-40q. Smoking in the workplace: Definitions, employers to establish nonsmoking areas, exemptions.

- a) As used in this section:
- i. "Person" means one or more individuals, partnerships, associations, corporations, limited liability companies, business trusts, legal representatives, or any organized group of persons.
 - ii. "Employer" means a person engaged in business that has employees including the state and any political subdivision thereof.
 - iii. "Employee" means any person engaged in service to an employer in the business of his employer.
 - iv. "Business facility" means a structurally enclosed location or portion thereof at which twenty or more employees perform services for their employer.
 - v. "Smoking" means the burning of a lighted cigar, cigarette, pipe or any other matter or substance that contains tobacco.
- b) Each employer shall establish one or more work areas, sufficient to accommodate nonsmokers who request to utilize such an area, within each business facility under its control, where smoking is prohibited. The employer shall clearly designate the existence and boundaries of each nonsmoking area by posting signs that can be readily seen by employees and visitors. In the areas within the business facility where smoking is permitted, existing physical barriers and ventilation systems shall be used to the extent practicable to minimize the effect of smoking in adjacent nonsmoking areas. Nothing in this section may be construed to prohibit an employer from designating an entire business facility as a nonsmoking area.
- c) The State Labor Commissioner may exempt any employer from the provisions of this section if the Commissioner finds that (1) the employer made a good-faith effort to comply with the provisions of this section and (2) any further requirement to so comply would constitute an unreasonable financial burden on the employer.

(P.A. 83-268; P.A. 87-149, S.1, 3; P.A. 91-94; P.A. 95-79, S. 109, 189.)

History: P.A. 87-149 amended Subsection (b) To require employers to establish sufficient nonsmoking areas in business facilities and added Subsection (c) To enable the State Labor Commissioner to exempt certain employers from compliance with those requirements, effective April 1, 1988, P.A. 91-94 amended Subsection (a) By reducing the minimum number of employees from fifty to twenty in Subdiv. (4), P.A. 95-79 amended Subsection (a) To redefine "person" to include limited liability companies, effective May 31, 1995.

Cited. 24C. 666,672-674.

Subsection (b):

Cited. 224C. 666, 674.

072208_PERM_RFP

APPENDIX 6 - CERTIFICATION REGARDING LOBBYING

Contractor: _____

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federally appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more that \$100,000 for each such failure.

Signature

Typed Name and Title

Firm/Organization

Date

072208_PERM_RFP

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| APPENDIX 7 - GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION |
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STATE OF CONNECTICUT GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

Certification to accompany a State contract with a value of \$50,000 or more in a calendar or fiscal year, pursuant to C.G.S. §§4-250 and 4-252(c); Governor M. Jodi Rell's Executive Orders No. 1, Para. 8, and No. 7C, Para. 10; and C.G.S. §9-612(g)(2), as amended by Public Act 07-1

INSTRUCTIONS:

Complete all sections of the form. Attach additional pages, if necessary, to provide full disclosure about any lawful campaign contributions made to campaigns of candidates for statewide public office or the General Assembly, as described herein. Sign and date the form, under oath, in the presence of a Commissioner of the Superior Court or Notary Public. Submit the completed form to the awarding State agency at the time of initial contract execution (and on each anniversary date of a multi-year contract, if applicable).

CHECK ONE: Initial Certification Annual Update (Multi-year contracts only.)

GIFT CERTIFICATION:

As used in this certification, the following terms have the meaning set forth below:

- 1) "Contract" means that contract between the State of Connecticut (and/or one or more of its agencies or instrumentalities) and the Contractor, attached hereto, or as otherwise described by the awarding State agency below;
- 2) If this is an Initial Certification, "Execution Date" means the date the Contract is fully executed by, and becomes effective between, the parties; if this is an Annual Update, "Execution Date" means the date this certification is signed by the Contractor;
- 3) "Contractor" means the person, firm or corporation named as the contractor below;
- 4) "Applicable Public Official or State Employee" means any public official or state employee described in C.G.S. §4-252(c)(1)(i) or (ii);
- 5) "**Gift**" has the same meaning given that term in C.G.S. §4-250(1);
- 6) "Planning Start Date" is the date the State agency began planning the project, services, procurement, lease or licensing arrangement covered by this Contract, as indicated by the awarding State agency below; and
- 7) "Principals or Key Personnel" means and refers to those principals and key personnel of the Contractor, and its or their agents, as described in C.G.S. §§4-250(5) and 4-252(c)(1)(B) and (C).

I, the undersigned, am the official authorized to execute the Contract on behalf of the Contractor. I hereby certify that, between the Planning Start Date and Execution Date, neither the Contractor nor any Principals or Key Personnel has made, will make (or has promised, or offered, to, or otherwise indicated that he, she or it will, make) any **Gifts** to any Applicable Public Official or State Employee.

I further certify that no Principals or Key Personnel know of any action by the Contractor to circumvent (or which would result in the circumvention of) the above certification regarding **Gifts** by providing for any other principals, key personnel, officials, or employees of the Contractor, or its or their agents, to make a **Gift** to any Applicable Public Official or State Employee. I further certify that the Contractor made the bid or proposal for the Contract without fraud or collusion with any person.

CAMPAIGN CONTRIBUTION CERTIFICATION:

I further certify that, on or after December 31, 2006, neither the Contractor nor any of its principals, as defined in C.G.S. §9-612(g)(1), has made any **campaign contributions** to, or solicited any contributions on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support, any candidate for statewide public office, in violation of C.G.S. §9-612(g)(2)(A). I further certify that **all lawful campaign contributions** that have been made on or after December 31, 2006 by the Contractor or any of its principals, as defined in C.G.S. §9-612(g)(1), to, or solicited on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support any candidates for statewide public office or the General Assembly, are listed below:

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**STATE OF CONNECTICUT
GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION**

Lawful Campaign Contributions to Candidates for Statewide Public Office:

| <u>Contribution Date</u> | <u>Name of Contributor</u> | <u>Recipient</u> | <u>Value</u> | <u>Description</u> |
|--------------------------|----------------------------|------------------|--------------|--------------------|
| | | | | |
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Lawful Campaign Contributions to Candidates for the General Assembly:

| <u>Contribution Date</u> | <u>Name of Contributor</u> | <u>Recipient</u> | <u>Value</u> | <u>Description</u> |
|--------------------------|----------------------------|------------------|--------------|--------------------|
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Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

Printed Contractor Name
Official

Signature of Authorized Official

Subscribed and acknowledged before me this _____ day of _____, 200__.

Commissioner of the Superior Court (or Notary Public)

For State Agency Use Only

| | |
|---|------------------------------|
| _____ Awarding State Agency | _____ Planning Start Date |
| _____ Contract Number or Description | |

APPENDIX 8 - CONSULTING AGREEMENT AFFIDAVIT



**STATE OF CONNECTICUT
CONSULTING AGREEMENT AFFIDAVIT**

Affidavit to accompany a State contract for the purchase of goods and services with a value of \$50,000 or more in a calendar or fiscal year, pursuant to General Statutes of Connecticut §§4a-81(a) and 4a-81(b)

INSTRUCTIONS:

If the bidder or vendor has entered into a consulting agreement, as defined by General Statutes of Connecticut §4a-81(b)(1): Complete all sections of the form. If the bidder or vendor has entered into more than one such consulting agreement, use a separate form for each agreement. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public. **If the bidder or vendor has not entered into a consulting agreement, as defined by General Statutes of Connecticut §4a-81(b)(1):** Complete only the shaded section of the form. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public.

Submit completed form to the awarding State agency with bid or proposal. For a sole source award, submit completed form to the awarding State agency at the time of contract execution.

This affidavit must be amended if the contractor enters into any new consulting agreement(s) during the term of the State contract.

AFFIDAVIT: [Number of Affidavits Sworn and Subscribed On This Day: _____]

I, the undersigned, hereby swear that I am the chief official of the bidder or vendor awarded a contract, as described in General Statutes of Connecticut §4a-81(a), or that I am the individual awarded such a contract who is authorized to execute such contract. I further swear that I have not entered into any consulting agreement in connection with such contract, **except for the agreement listed below:**

| | | | |
|---|----------|------------------------------|-------|
| _____ | | _____ | |
| Consultant's Name and Title | | Name of Firm (if applicable) | |
| _____ | _____ | _____ | _____ |
| Start Date | End Date | Cost | |
| Description of Services Provided: _____ | | | |
| _____ | | | |
| _____ | | | |

Is the consultant a former State employee or former public official? YES NO

If YES: _____
Name of Former State Agency Termination Date of Employment

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

| | | |
|----------------------------------|---|-----------------------|
| _____ | _____ | _____ |
| Printed Name of Bidder or Vendor | Signature of Chief Official or Individual | Date |
| _____ | | _____ |
| Printed Name (of above) | | Awarding State Agency |

Sworn and subscribed before me on this _____ day of _____, 200__.

Commissioner of the Superior Court
or Notary Public

APPENDIX 9 - AFFIRMATION OF RECEIPT OF STATE ETHICS LAWS SUMMARY



**STATE OF CONNECTICUT
AFFIRMATION OF RECEIPT OF STATE ETHICS LAWS SUMMARY**

Affirmation to accompany a large State construction or procurement contract, having a cost of more than \$500,000, pursuant to General Statutes of Connecticut §§1-101mm and 1-101qq

INSTRUCTIONS:

Complete all sections of the form. Submit completed form to the awarding State agency or contractor, as directed below.

CHECK ONE:

- I am a person seeking a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency with my bid or proposal. [Check this box if the contract will be awarded through a competitive process.]
- I am a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency at the time of contract execution. [Check this box if the contract was a sole source award.]
- I am a subcontractor or consultant of a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the contractor.

IMPORTANT NOTE:

Contractors shall submit the affirmations of their subcontractors and consultants to the awarding State agency. Failure to submit such affirmations in a timely manner shall be cause for termination of the large State construction or procurement contract.

AFFIRMATION:

I, the undersigned person, contractor, subcontractor, consultant, or the duly authorized representative thereof, affirm (1) receipt of the summary of State ethics laws* developed by the Office of State Ethics pursuant to General Statutes of Connecticut §1-81b and (2) that key employees of such person, contractor, subcontractor, or consultant have read and understand the summary and agree to comply with its provisions.

* The summary of State ethics laws is available on the State of Connecticut's Office of State Ethics website at http://www.ct.gov/ethics/lib/ethics/contractors_guide_final2.pdf.

Signature

Date

Printed Name

Title

Firm or Corporation (if applicable)

Street Address

City

State

Zip

Awarding State Agency

| |
|---|
| APPENDIX 10 - NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN |
|---|

SEEC FORM 11

This notice is provided under the authority of General Statutes of Connecticut 9-612(g)(2), as amended by P.A. 07-1, and is for informing state contractors and prospective state contractors of the following law (*italicized words are defined below*):

Campaign Contribution and Solicitation Ban

No state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a State agency in the Executive Branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

Duty to Inform

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

Penalties for Violations

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties

\$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor, which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences

of their violations, may also be subject to civil penalties of \$2,000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties

Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than five years, or \$5,000 in fines, or both.

Contract Consequences

Contributions made or solicited in violation of the above prohibitions may result, in the case of a state contractor, in the contract being voided.

Contributions made or solicited in violation of the above prohibitions, in the case of a prospective state contractor, shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State will not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information and the entire text of P.A. 07-1 may be found on the Web site of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "State Contractor Contribution Ban."