

## PROCUREMENT NOTICE

### LEGAL NOTICE

REQUEST FOR PROPOSAL (RFP No. 2012-0915)  
STRATEGIC PLANNING, STATE HEALTH ASSESSMENT,  
AND STATE HEALTH IMPROVEMENT PLANNING CONSULTANCY

The Connecticut Department of Public Health is seeking proposals from qualified consultants or consulting firms to conduct activities related to the National Public Health Improvement Initiative, to increase the agency's readiness to apply for and achieve national accreditation. The activities are: 1) to develop a Strategic Plan for the Connecticut Department of Public Health; 2a) to conduct a comprehensive State Health Assessment; and 2b) produce a comprehensive State Health Improvement Plan.

**Contract Period:** February 1, 2012 to September 29, 2012.

**Funding:** Up to \$147,391 from the Centers for Disease Control and Prevention, National Public Health Improvement Initiative, will be available as indicated to develop and produce the following components:

- A) \$25,000 for an agency strategic plan
- B) \$122,391 for a state health assessment and state health improvement plan

*Contractors may apply for one or both components; however a separate proposal is required for each component.*

**Eligibility:**

Applications will be accepted from public and private organizations, businesses, and individuals who are duly formed business entities.

**Time Line:**

- A Letter of Intent should be submitted by October 25, 2011.
- The deadline for proposal submission is November 30, 2011 at 4 p.m.

**Request for Proposals:**

The Request For Proposals is available in electronic format from:

- Connecticut Department of Public Health "Request for Proposals" Web page  
[http://www.ct.gov/dph/cwp/view.asp?a=3152&q=389676&dphNav\\_GID=1601](http://www.ct.gov/dph/cwp/view.asp?a=3152&q=389676&dphNav_GID=1601)
- State Contracting Portal  
[http://www.biznet.ct.gov/SCP\\_Search/Default.aspx?Acclast=1](http://www.biznet.ct.gov/SCP_Search/Default.aspx?Acclast=1)

A printed copy of the RFP can be obtained from the Official Contact at DPH:

Carol E. Bower, Lead Planning Analyst  
Connecticut Department of Public Health  
410 Capitol Avenue, MS# 13-PWD  
P.O. Box 340308  
Hartford, CT 06134-0308  
E-mail: [carol.e.bower@ct.gov](mailto:carol.e.bower@ct.gov)

**TABLE OF CONTENTS**

	Page
Legal Procurement Notice . . . . .	1
Table of Contents . . . . .	2
<b>Section I — GENERAL INFORMATION.</b> . . . .	<b>3</b>
A. Introduction . . . . .	3
B. Abbreviations / Acronyms / Definitions . . . . .	3
C. Instructions . . . . .	4
D. Proposal Format and Submission . . . . .	7
E. Evaluation of Proposals . . . . .	8
<b>Section II — MANDATORY PROVISIONS . . . . .</b>	<b>9</b>
A. Personal Services Agreement (PSA) . . . . .	9
B. Assurances . . . . .	9
C. Terms and Conditions . . . . .	10
D. Rights Reserved to the State . . . . .	11
E. Statutory and Regulatory Compliance . . . . .	11
<b>Section III — PROGRAM INFORMATION . . . . .</b>	<b>13</b>
A. Agency Overview . . . . .	13
B. Program Overview . . . . .	13
C. Main Proposal Components . . . . .	14
1. Proposer Organizational Requirements and Profile . . . . .	14
2. Service Requirements – Scope of Services . . . . .	14
<i>Segment A: Connecticut Department of Public Health Strategic Plan</i> . . . . .	15
<i>Segment B: State Health Assessment and State Health Improvement Plan</i> . . . . .	16
3. Staffing Plan . . . . .	18
4. Data and Technology Requirements . . . . .	18
5. Subcontractors . . . . .	18
6. Work Plan . . . . .	19
D. Cost Proposal Component . . . . .	19
<b>Section IV — PROPOSAL OUTLINE . . . . .</b>	<b>20</b>
<b>Section V — ATTACHMENTS . . . . .</b>	<b>22</b>
A. Application Forms and Instructions. . . . .	23
1. Cover Sheet / Proposer Information Form. . . . .	23
2. Cover Sheet / Proposer Information Form (continuation) . . . . .	24
3. Budget Form Instructions. . . . .	25
4. Budget Summary Form 1 . . . . .	26
5. Budget Justification Schedule B . . . . .	27
6. Instructions for Subcontractor Schedule A Detail . . . . .	28
7. Subcontractor Schedule A - Detail . . . . .	29
8. Project Work Plan Form . . . . .	30
9. Staffing Summary Form . . . . .	31
10. OPM Consulting Agreement Affidavit . . . . .	32
11. Workforce Analysis Form. . . . .	33
12. Notification to Bidders . . . . .	34
B. Informational Attachments	
1. Affirmative Action Contract Compliance Policy Statement. . . . .	35
2. Nondiscrimination Certifications . . . . .	36
3. Code of Ethics Business Compliance Notification . . . . .	38
4. False Claims Act Compliance Notification. . . . .	39
5. False Claims Act Policy . . . . .	40
6. False Claims Act Procedure . . . . .	43
7. SEEC Form 11 Definitions. . . . .	46

## I. GENERAL INFORMATION

*This section of the RFP provides general information about the Department's procurement and instructions to proposers and prospective proposers about how to comply with the RFP process and how to submit an acceptable proposal for review. Failure to comply with the RFP process or instructions may deem a proposal non-responsive and subject to rejection without further consideration.*

### ■ A. INTRODUCTION

1. **RFP Number and Name.** RFP #2012-0915. Strategic Planning, State Health Assessment, and State Health Improvement Planning Consultancy
2. **Summary.** The Connecticut Department of Public Health (DPH) is seeking a consultant or consultants to develop an agency-wide Strategic Plan; and/or to conduct a comprehensive State Health Assessment and produce a comprehensive State Health Improvement Plan. The purpose of these activities is to improve the health and safety of Connecticut's population and to increase the agency's readiness to apply for and achieve national accreditation by the [Public Health Accreditation Board](#).
3. **Synopsis.** Funding of up to \$147,391 is available through 9/29/12 from the Centers for Disease Control and Prevention, with \$25,000 allotted for Segment A, an agency-wide DPH Strategic Plan, and \$122,391 for Segment B, a comprehensive State Health Assessment and comprehensive State Health Improvement Plan.

Proposers may apply for one or both segments. However, they must submit a separate and complete proposal (see Section I.C.10 of this RFP for submission requirements) for each service segment proposed (for a maximum of two separate and complete proposals).

Segment A Proposal: Agency strategic planning services only

Segment B Proposal: Statewide health assessment and health improvement planning services only

4. **Commodity Codes.** The services that the agency wishes to procure through this RFP are:
  - 0600: Services (Professional, Support, Consulting and Misc. Services)
  - 0098-005: Health Care Management and Consulting Services
  - 1000-017: Health Service Planning

### B. ABBREVIATIONS/ACRONYMS/DEFINITIONS

APEX-PH	Assessment Protocol for Excellence in Public Health
C.G.S.:	Connecticut General Statutes
DPH:	Connecticut Department of Public Health
MAP-IT:	Mobilize, Assess, Plan, Implement, and Track
MAPP:	Mobilizing for Action through Planning and Partnerships
NACCHO:	National Association of County and City Health Officials
NPHII:	National Public Health Improvement Initiative
OPM:	Office of Policy and Management
PHAB:	Public Health Accreditation Board
PSA:	Personal Services Agreement
RFP:	Request for Proposal
SMART:	Specific, measurable, achievable, realistic, time-based

- *APEX-PH*: is a flexible planning tool developed for health officials to assess the organization and management of the health department, provide a framework for working with community members and other organizations to assess the health status of the community; and establish the leadership role of the health department in the community.
- *Proposer*: a public or private organization, business or individual that has submitted a proposal to DPH in response to this RFP.
- *Contractor*: an organization, entity, or individual that enters into a PSA contract with DPH as a result of this RFP.
- *Healthy People 2020*: Developed through the federal Department of Health and Human Services, Healthy People 2020 provides science-based, 10-year national objectives for improving the health of all Americans by establishing benchmarks, monitoring progress over time and measuring the impact of prevention activities.

- *Healthy Cities/Healthy Communities*: a theoretical framework for a participatory process by which citizens can create healthy communities. Healthy Cities/Healthy Communities rests on two basic premises: a comprehensive view of health and a commitment to health promotion.
- *Prospective Proposer*: a public or private organization, business or individual that may submit a proposal to DPH in response to this RFP, but has not yet done so.
- *Subcontractor*: an individual (other than an employee of the contractor) or business entity hired by a contractor to provide a specific service as part of the contract with DPH as a result of this RFP.

## ■ C. INSTRUCTIONS

1. **Official Contact.** The DPH-designated Official Contact for this RFP is the only individual authorized to handle all related communications on behalf of the agency. Communication about this RFP with any other DPH employees, appointed officials, or personnel under contract to DPH is strictly prohibited. Violation of this instruction may risk disqualification from further consideration.

Carol E. Bower, Lead Planning Analyst  
Connecticut Department of Public Health  
410 Capitol Avenue, MS# 13-PWD  
P.O. Box 340308  
Hartford, CT 06134-0308  
E-mail: [carol.e.bower@ct.gov](mailto:carol.e.bower@ct.gov)

*Please ensure that e-mail screening software, if used, recognizes and accepts e-mail from the Official Contact.*

2. **RFP Information.** The RFP and any amendments and other associated information are available in electronic format from the Official Contact or at the following Internet locations:

- Connecticut Department of Public Health RFP Web Page  
[http://www.ct.gov/dph/cwp/view.asp?a=3152&q=389676&dphNav\\_GID=1601](http://www.ct.gov/dph/cwp/view.asp?a=3152&q=389676&dphNav_GID=1601)
- State Contracting Portal  
<http://das.ct.gov/cr1.aspx?page=12>

Printed copies of all documents are available from the Official Contact upon request.

Proposers or prospective proposers are advised to subscribe to receive e-mail alerts from the State Contracting Portal. Subscribers will receive a daily e-mail announcing procurements and addenda posted on the portal. This service is provided as a courtesy to assist in monitoring activities associated with State procurements, including this RFP.

3. **Contract Awards.** The award of any contract pursuant to this RFP is dependent upon the availability of funding to DPH. DPH anticipates the following:

- **Total Funding Available:** \$147,391
- **Number of Awards:** 1 or 2
- **Contract Cost:** \$25,000 (Segment A: Agency Strategic Plan)  
\$122,391 (Segment B: State Health Assessment and State Health Plan)
- **Contract Term:** February 1, 2012 to September 29, 2012

4. **Eligibility.** Applications will be accepted from public and private organizations, businesses, and individuals who are duly formed business entities.
5. **Qualifications of Proposers.** To qualify for a contract award, an proposer should have the following qualifications:
  - a. In good standing with the Connecticut Department of Public Health for current and/or prior contracts
  - b. Knowledge of Connecticut public health infrastructure and key stakeholders from the public, private, for-profit, and non-profit sectors
  - c. Familiarity with the [National Public Health Improvement Initiative](#) and the [Public Health Accreditation Board](#) requirements for national accreditation
  - d. Working knowledge of accepted models of health improvement planning
  - e. Documented ability to perform organizational strategic planning and/or conduct collaborative community health assessment and health improvement planning involving multi-sector partners from throughout the state. Experience in applying objective methods of public health priority setting.

- f. Demonstrated competency in large-group facilitation, oral, and written communication.
- g. Familiarity with State of Connecticut and federal data bases containing statistics on the health status of Connecticut residents
- h. Technology and infrastructure to support the compilation and trending of data from multiple data bases
6. **Procurement Schedule.** Dates after the due date for proposals are target dates only (\*). DPH may amend the schedule, as needed. Any change will be posted as an amendment to this RFP on the [State Contracting Portal](#) and, if available, on the [DPH RFP Web page](#).
- RFP Planning Start Date: August 1, 2011
  - RFP Released: October 18, 2011
  - Letter of Intent Due: October 25, 2011 by 4 p.m.
  - Deadline for Questions: October 31, 2011 by 4 p.m.
  - Answers Released: November 7, 2011
  - RFP (Bidder's) Conference: *Not applicable*
  - Answers Released (Round 2): *Not applicable*
  - Proposals Due: November 30, 2011 by 4 p.m.
  - (\*) Proposer Interviews: December 9, 2011
  - (\*) Proposer Selection: December 16, 2011
  - (\*) Start of Contract Negotiations: December 19, 2011
  - (\*) Start of Contract: February 1, 2012
7. **Letter of Intent.** Proposers who are considering responding to this RFP are asked to send written notice to the DPH Official Contact by 4 pm on October 25, 2011. The notice may be sent by US mail or e-mail (with "RFP 2012-0915" in the subject line), and must contain the sender's name, mailing address, telephone number, fax number, and e-mail address. *Failure to submit a letter of intent shall result in disqualification from further consideration.*
8. **Inquiry Procedures.** All questions regarding the preparation of proposals in response to this RFP must be submitted by e-mail to the DPH Official Contact by the deadline specified above in the Schedule. Write "RFP 2012-0915" in the subject line. Early submission of questions is encouraged. Questions will not be accepted or answered in person or over the telephone. DPH will not answer anonymous or nuisance questions, questions unrelated to this RFP or the procurement process, or questions received after the deadline. All questions and answers will be compiled into a written amendment to this RFP and published on the [State Contracting Portal](#) and on the [DPH RFP web page](#). If an answer to a question constitutes a material change to the RFP, the question and answer will be placed at the beginning of the amendment and duly noted as such.
9. **RFP (Bidders) Conference.** No RFP (Bidders) conference will be held.
10. **Proposal Due Date and Submission Requirements.** *Proposals must be delivered by US mail or courier and received by the Official Contact no later than 4 p.m. on November 30, 2011.* The Official Contact is the only authorized recipient of proposals. A postmark will not be accepted as the basis for meeting the submission deadline. *Faxed, e-mailed, and hand-delivered proposals will not be evaluated.* If using a courier (e.g., Federal Express), allow extra time for security and mailroom procedures. Proposals received after the deadline will not be evaluated.

(\*) *The Proposal Review Committee reserves the right to interview proposers on or about December 9, 2011 for clarification and/or need to negotiate aspects of a proposal. Please hold this date open.*

**An acceptable submission must include the following:**

- a. **1 original, unbound proposal or proposals** (marked "Original") for each service segment proposed (i.e., Strategic Planning and/or Health Assessment and Health Improvement Planning)
- NOTE:** The original proposal(s) must be complete, properly formatted and outlined, and must carry original signatures. Unsigned proposals will not be evaluated.
- b. **5 conforming, unbound copies** (marked "Copy") of each original
- c. **1 conforming electronic copy** of each original proposal, e-mailed to the Official Contact at DPH. Please indicate in e-mail subject line: Name of Proposer and Proposed Service Segment (Strategic Planning and/or Health Assessment and Health Improvement Planning).

**NOTE:** The electronic copy of the forms and narrative must be compatible with Microsoft Word 2003 and Microsoft Excel 2003 as appropriate. Appendices may be submitted in PDF format.

**Packaging and Labeling.** The package containing the original and copies must be sealed, addressed to the Official Contact, and clearly marked with legal name and address of the proposer and "RFP #2012-0915". Non-conforming proposals may be opened as general mail and accepted by DPH as a clerical function, but they will not be evaluated.

**11. Multiple Proposals.** As noted above, Proposers may submit proposals for one or both of the segments described in this RFP, up to a total of 2 separate proposals. Proposals for Segments A and B may not be combined into a single proposal. Each proposal submission must be properly formatted and outlined, etc., consistent with the instructions in Item 10 above, and must include all required DPH and OPM forms and attachments as specified in Sections III.C and D, IV, and V of this RFP and noted below:

- Abstract (1 page limit)
- Cover sheet set (Proposer information)
- Budget summary
- Budget justification
- Subcontractor schedules (if applicable)
- Work plan form(s)
- Staffing profile document
- Job descriptions (existing and new, if applicable)
- Résumés of key personnel
- Notification to Bidders document
- Workforce analysis
- OPM Ethics Form 5: Consulting Agreement Affidavit

**12. Declaration of Confidential Information.** Proposers are advised 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 from them. A proposer that deems that certain information required by this RFP is confidential must label such information as "CONFIDENTIAL." In Section C of the proposal submission, the proposer must reference where the information labeled "CONFIDENTIAL" is located in the proposal. EXAMPLE: Section G.1.a. For each subsection so referenced, the proposer must provide a convincing explanation and rationale sufficient to justify an exemption of the information from release under the FOIA. The explanation and rationale must be stated in terms of (a) the prospective harm to the competitive position of the proposer that would result if the identified information were to be released, and (b) the reasons why the information is legally exempt from release pursuant to C.G.S. § 1-210(b).

**NOTE:** *If no restriction is applicable, the proposer must make a statement indicating "No confidential contained" in the Declaration of Confidential Information section of the proposal.*

**13. Conflict of Interest - Disclosure Statement.** Proposers must include a disclosure statement concerning any current business relationships (within the last three (3) years) that pose a conflict of interest, as defined by C.G.S. § 1-85. A conflict of interest exists when a relationship exists between the proposer and a public official (including an elected official) or State employee that may interfere with fair competition or may be adverse to the interests of the State. The existence of a conflict of interest is not, in and of itself, evidence of wrongdoing. A conflict of interest may, however, become a legal matter if a proposer tries to influence, or succeeds in influencing, the outcome of an official decision for their personal or corporate benefit. The Department will determine whether any disclosed conflict of interest poses a substantial advantage to the proposer over the competition, decreases the overall competitiveness of this procurement, or is not in the best interests of the State. In the absence of any conflict of interest, a proposer must affirm such in the disclosure statement. Example: "[name of proposer] has no current business relationship (within the last 3 years) that poses a conflict of interest, as defined by C.G.S. § 1-85."

## ■ D. Proposal FORMAT AND SUBMISSION

### 1. Proposal Format

- a. **Required Proposal Outline.** All proposals must follow the required outline presented in Section IV – Proposal Outline. Proposals that fail to follow the required outline will be deemed non-responsive and will not be evaluated.
- b. **Cover Sheet.** The Cover Sheet is pages 1-2 of the proposal. Proposers must complete and use the Cover Sheet form provided as an attachment (Section V. A. 1) to this RFP.

**NOTE:** On p. 1 of the Cover Sheet, after the RFP Name, the proposer must specify which segment of the RFP (A-- Strategic Plan or B--State Health Assessment and State Health Improvement Plan) is being addressed in the proposal.

- c. **Table of Contents.** All proposals must include a Table of Contents consistent with the required proposal outline (see Section IV, Proposal Outline).
- d. **Abstract.** Each proposal must include a concise summary, not to exceed 1 page (single-spaced), of the main proposal and cost proposal. The abstract must include a brief description of the proposed service(s) to be performed, key methods to be used, and the proposed cost. *The abstract will not be included in the narrative page limit.*
- e. **Attachments.** Attachments other than the required Appendices or Forms identified in Section IV, Proposal Outline, are not permitted and will not be evaluated. Furthermore, the required Appendices or Forms must not be altered or used to extend, enhance, or replace any component required by this RFP. Failure to abide by these instructions will result in disqualification.
- f. **Page Limits and Style Requirements.** Submitted proposals must conform to the following specifications:
  - 1) Page Limit for Narrative (Excluding abstract, required forms, references, and attachments):
    - Segment A, Strategic Planning:** No more than 10 pages
    - Segment B, State Health Assessment and State Health Improvement Plan:** No more than 15 pages
  - 2) Paper Size: 8.5 x 11 inches
  - 3) Margins: 1 inch all around
  - 4) Line Spacing: 1.5-line spacing for narrative, single spacing for Abstract and Work Plan
  - 5) Print Style: 2-sided
  - 6) Font Size/Type: *Narrative and Abstract:* 11 point Times New Roman  
*Work Plan and Tables:* 9 or 10 point Arial
  - 7) Header: Proposer’s name and RFP number and Segment proposed (A or B) at the top of every page of the proposal, *including all forms*
  - 8) Footer: Page numbers--all pages, including attachments, numbered in sequence at the bottom center of each page, beginning with page “1”
  - 9) Binding Type: Use a single binder clip only (no staples or other binding devices)

## ■ E. EVALUATION OF PROPOSALS

1. **Evaluation Process.** DPH intends to conduct a comprehensive, fair, and impartial evaluation of proposals received in response to this RFP. When evaluating proposals, negotiating with successful proposers, and awarding contracts, DPH will conform with its written procedures for procurements (pursuant to C.G.S. § 4-217) and the State Code of Ethics (pursuant to C.G.S. § 1-84 and 1-85).
2. **Proposal Review Committee.** DPH will designate a Proposal Review Committee to evaluate submissions in response to this RFP. The contents of all submitted proposals, including any confidential information, will be shared with the Committee. Only proposals that comply with all instructions and requirements given here will be reviewed, rated, and scored. Noncompliant proposals will be rejected without further consideration. Attempts by any proposer or representative of any proposer to contact or influence any member of the Proposal Review Committee may result in disqualification of the proposer.
3. **Minimum Submission Requirements.** All proposals must comply with the requirements specified in this RFP. To be eligible for evaluation, proposals must: 1) be received on or before the due date and time; 2) meet the Proposal Format requirements; 3) follow the required Proposal Outline; and 4) be complete. Proposals that fail to follow instructions or satisfy these minimum submission requirements will not be reviewed further. DPH will reject any proposal that deviates significantly from the requirements of this RFP.
4. **Evaluation Criteria and Weights.** Proposals meeting the Minimum Submission Requirements will be evaluated to determine technical merit and the extent to which they are consistent with the established criteria and the intent of the RFP. The criteria are the objective standards that the Proposal Review Committee will use to evaluate the proposals. Only the criteria listed below will be used to evaluate proposals. The criteria are weighted according to their relative importance. The weights (total=100) are:
  - Organizational Profile: (15 points)
  - Scope of Services: (25 points)
  - Work Plan: (20 points)
  - Staffing Plan: (15 points) *\*See Note below*
  - Data and Technology: (5 points)
  - Budget and Budget Narrative: (15 points)
  - Appendices: (5 points)

**\*NOTE:** As part of its evaluation of the Staffing Plan, the Proposal Review Committee will consider the proposer's demonstrated commitment to affirmative action, as required by the *Regulations of Connecticut State Agencies* § 46A-68j-30(10).

5. **Proposer Selection.** Upon completing its evaluation of proposals, the Proposal Review Committee will submit the rankings of all proposals to the Department head. The final selection of a successful proposer is at the discretion of the Department head. Any proposer selected will be so notified and awarded an opportunity to negotiate a contract with DPH. Such negotiations may, but will not automatically, result in a contract. Pursuant to Governor M. Jodi Rell's Executive Order No. 3, any resulting contract will be posted on the State Contracting Portal. All unsuccessful proposers will be notified by e-mail or U.S. mail, at the agency's discretion, about the outcome of the evaluation and proposer selection process.
6. **Contract Execution.** Any contract developed and executed as a result of this RFP is subject to the Department's contracting procedures, which may include approval by the Office of the Attorney General.

## II. MANDATORY PROVISIONS

*This section of the RFP provides information about the State's mandatory procurement and contracting requirements, including, proposer assurances, the terms and conditions of this RFP, the rights reserved to the State, and compliance with statutes and regulations. The Department is solely responsible for rendering decisions in matters of interpretation of all mandatory provisions.*

### ■ A. PERSONAL SERVICES AGREEMENT (PSA)

*By submitting a proposal in response to this RFP, the proposer implicitly agrees to comply with the following applicable provisions:*

A standard template for Personal Services Agreements is maintained by the Department and will include the scope of services, contract performance, reports, terms of payment, budget, and other program-specific provisions of any resulting PSA. The template also includes mandatory terms and conditions.

**Note:**

Included in the standard template is the State Elections Enforcement Commission's notice (pursuant to C.G.S. § 9-612(g)(2)) advising executive branch State contractors and prospective State contractors of the ban on campaign contributions and solicitations. If a proposer is awarded an opportunity to negotiate a contract with the Department and the resulting contract has an anticipated value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts has an anticipated value of \$100,000 or more, the proposer must inform the proposer's principals of the contents of the SEEC notice.

The PSA may be amended by means of a written instrument signed by the Department, the selected proposer (contractor), and, if required, the Office of Policy and Management and the Attorney General's Office.

### ■ B. ASSURANCES

*By submitting a proposal in response to this RFP, a proposer implicitly gives the following assurances:*

1. **Collusion.** The proposer represents and warrants that the proposer did not participate in any part of the RFP development process and had no knowledge of the specific contents of the RFP prior to its issuance. The proposer further represents and warrants that no agent, representative, or employee of the State participated directly in the preparation of the proposer's proposal. The proposer also represents and warrants that the submitted proposal is in all respects fair and is made without collusion or fraud.
2. **State Officials and Employees.** The proposer certifies that no elected or appointed official or employee of the State has or will benefit financially or materially from any contract resulting from this RFP. The Department may terminate a resulting 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 proposer, contractor, or its agents or employees.
3. **Competitors.** The proposer assures that the submitted proposal is not made in connection with any competing organization or competitor submitting a separate proposal in response to this RFP. No attempt has been made, or will be made, by the proposer to induce any other organization or competitor to submit, or not submit, a proposal for the purpose of restricting competition. The proposer further assures that the proposed costs have been arrived at independently, without consultation, communication, or agreement with any other organization or competitor for the purpose of restricting competition. Nor has the proposer knowingly disclosed the proposed costs on a prior basis, either directly or indirectly, to any other organization or competitor.

4. **Validity of Proposal.** The proposer certifies that 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. The proposal shall remain valid for a period of 180 days after the submission due date and may be extended beyond that time by mutual agreement. At its sole discretion, the Department may include the proposal, by reference or otherwise, into any contract with the successful proposer.
5. **Press Releases.** The proposer agrees to obtain prior written consent and approval of the Department for press releases that relate in any manner to this RFP or any resultant contract.

#### ■ C. TERMS AND CONDITIONS

*By submitting a proposal in response to this RFP, a proposer implicitly agrees to comply with the following terms and conditions:*

1. **Equal Opportunity and Affirmative Action.** The State is an Equal Opportunity and Affirmative Action employer and does not discriminate in its hiring, employment, or business practices. The State is committed to complying with the Americans with Disabilities Act of 1990 (ADA) and does not discriminate on the basis of disability in admission to, access to, or operation of its programs, services, or activities.
2. **Preparation Expenses.** Neither the State nor the Department shall assume any liability for expenses incurred by a proposer in preparing, submitting, or clarifying any proposal submitted in response to this RFP.
3. **Exclusion of Taxes.** The Department is exempt from the payment of excise and sales taxes imposed by the federal government and the State. Proposers are liable for any other applicable taxes.
4. **Proposed Costs.** No cost submissions that are contingent upon a State action will be accepted. All proposed costs must be fixed through the entire term of the contract.
5. **Changes to Proposal.** No additions or changes to the original proposal will be allowed after submission. While changes are not permitted, the Department may request and authorize proposers to submit written clarification of their proposals, in a manner or format prescribed by the Department, and at the proposer's expense.
6. **Supplemental Information.** Supplemental information will not be considered after the deadline submission of proposals, unless specifically requested by the Department. The Department may ask a proposer to give demonstrations, interviews, oral presentations or further explanations to clarify information contained in a proposal. Any such demonstration, interview, or oral presentation will be at a time selected and in a place provided by the Department. At its sole discretion, the Department may limit the number of proposers invited to make such a demonstration, interview, or oral presentation and may limit the number of attendees per proposer.
7. **Presentation of Supporting Evidence.** If requested by the Department, a proposer must be prepared to present evidence of experience, ability, data reporting capabilities, financial standing, or other information necessary to satisfactorily meet the requirements set forth or implied in this RFP. The Department may make onsite visits to an operational facility or facilities of a proposer to evaluate further the proposer's capability to perform the duties required by this RFP. At its discretion, the Department may also check or contact any reference provided by the proposer.
8. **RFP Is Not An Offer.** Neither this RFP nor any subsequent discussions shall give rise to any commitment on the part of the State or the Department or confer any rights on any proposer unless and until a contract is fully executed by the necessary parties. The contract document will represent the entire agreement between the proposer and the Department and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The State shall assume no liability for costs incurred by the proposer or for payment of services under the terms of the contract until the successful proposer is notified that the contract has been accepted and approved by the Department and, if required, by the Attorney General's Office.

#### ■ D. RIGHTS RESERVED TO THE STATE

*By submitting a proposal in response to this RFP, a proposer implicitly accepts that the following rights are reserved to the State:*

1. **Timing Sequence.** The timing and sequence of events associated with this RFP shall ultimately be determined by the Department.
2. **Amending or Canceling RFP.** The Department reserves the right to amend or cancel this RFP on any date and at any time, if the Department deems it to be necessary, appropriate, or otherwise in the best interests of the State.
3. **No Acceptable Proposals.** In the event that no acceptable proposals are submitted in response to this RFP, the Department may reopen the procurement process, if it is determined to be in the best interests of the State.
4. **Award and Rejection of Proposals.** The Department reserves the right to award in part, to reject any and all proposals in whole or in part, for misrepresentation or if the proposal limits or modifies any of the terms, conditions, or specifications of this RFP. The Department may waive minor technical defects, irregularities, or omissions, if in its judgment the best interests of the State will be served. The Department reserves the right to reject the proposal of any proposer who submits a proposal after the submission date and time.
5. **Sole Property of the State.** All proposals submitted in response to this RFP are to be the sole property of the State. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of this RFP shall be the sole property of the State, unless stated otherwise in this RFP or subsequent contract. The right to publish, distribute, or disseminate any and all information or reports, or part thereof, shall accrue to the State without recourse.
6. **Contract Negotiation.** The Department reserves the right to negotiate or contract for all or any portion of the services contained in this RFP. The Department further reserves the right to contract with one or more proposer for such services. After reviewing the scored criteria, the Department may seek Best and Final Offers (BFO) on cost from proposers. The Department may set parameters on any BFOs received.
7. **Clerical Errors in Award.** The Department reserves the right to correct inaccurate awards resulting from its clerical errors. This may include, in extreme circumstances, revoking the awarding of a contract already made to a proposer and subsequently awarding the contract to another proposer. Such action on the part of the State shall not constitute a breach of contract on the part of the State since the contract with the initial proposer is deemed to be void *ab initio* and of no effect as if no contract ever existed between the State and the proposer.
8. **Key Personnel.** When the Department is the sole funder of a purchased service, the Department reserves the right to approve any additions, deletions, or changes in key personnel, with the exception of key personnel who have terminated employment. The Department also reserves the right to approve replacements for key personnel who have terminated employment. The Department further reserves the right to require the removal and replacement of any of the proposer's key personnel who do not perform adequately, regardless of whether they were previously approved by the Department.

#### ■ E. STATUTORY AND REGULATORY COMPLIANCE

*By submitting a proposal in response to this RFP, the proposer implicitly agrees to comply with all applicable State and federal laws and regulations, including, but not limited to, the following:*

1. **Freedom of Information, C.G.S. § 1-210(b).** The Freedom of Information Act (FOIA) generally requires the disclosure of documents in the possession of the State upon request of any citizen, unless the content of the document falls within certain categories of exemption, as defined by C.G.S. § 1-210(b). Proposers are generally advised not to include in their proposals any confidential information. If the proposer indicates that certain documentation, as required by this RFP, is submitted in confidence, the State will endeavor to keep said information confidential to the extent permitted by law. The State has no obligation to initiate, prosecute, or defend any legal proceeding or to seek a protective order or other similar relief to prevent

disclosure of any information pursuant to a FOIA request. The proposer has the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. While a proposer may claim an exemption to the State's FOIA, the final administrative authority to release or exempt any or all material so identified rests with the State. In no event shall the State or any of its employees have any liability for disclosure of documents or information in the possession of the State and which the State or its employees believe(s) to be required pursuant to the FOIA or other requirements of law.

2. **Contract Compliance, C.G.S. § 4a-60 and Regulations of CT State Agencies § 46a-68j-21 thru 43, inclusive.** CT statute and regulations impose certain obligations on State agencies (as well as contractors and subcontractors doing business with the State) to insure that State agencies do not enter into contracts with organizations or businesses that discriminate against protected class persons.
3. **Consulting Agreements, C.G.S. § 4a-81.** Proposals for State contracts with a value of \$50,000 or more in a calendar or fiscal year, excluding leases and licensing agreements of any value, shall include a consulting agreement affidavit attesting to whether any consulting agreement has been entered into in connection with the proposal. As used herein "consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information or (C) any other similar activity related to such contract. Consulting agreement does not include any agreements entered into with a consultant who is registered under the provisions of C.G.S. Chapter 10 as of the date such affidavit is submitted in accordance with the provisions of C.G.S. § 4a-81. The Consulting Agreement Affidavit (OPM Ethics Form 5) is available on OPM's website at [http://www.ct.gov/opm/fin/ethics\\_forms](http://www.ct.gov/opm/fin/ethics_forms)

**IMPORTANT NOTE:** A proposer must complete and submit OPM Ethics Form 5 to the Department with the proposal.

4. **Gift and Campaign Contributions, 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; C.G.S. § 9-612(g)(2).** If a proposer is awarded an opportunity to negotiate a contract with an anticipated value of \$50,000 or more in a calendar or fiscal year, the proposer must fully disclose any gifts or lawful contributions made to campaigns of candidates for statewide public office or the General Assembly. Municipalities and CT State agencies are exempt from this requirement. The gift and campaign contributions certification (OPM Ethics Form 1) is available on OPM's website at [http://www.ct.gov/opm/fin/ethics\\_forms](http://www.ct.gov/opm/fin/ethics_forms)

**IMPORTANT NOTE:** The successful proposer must complete and submit OPM Ethics Form 1 to the Department prior to contract execution.

5. **Nondiscrimination Certification, C.G.S. §§ 4a-60(a)(1) and 4a-60a(a)(1).** If a proposer is awarded an opportunity to negotiate a contract, the proposer must provide the Department with *written representation or documentation* that certifies the proposer complies with the State's nondiscrimination agreements and warranties. A nondiscrimination certification is required for all State contracts – regardless of type, term, cost, or value. Municipalities and CT State agencies are exempt from this requirement. The nondiscrimination certification forms are available on OPM's website at [http://www.ct.gov/opm/fin/nondiscrim\\_forms](http://www.ct.gov/opm/fin/nondiscrim_forms)

**IMPORTANT NOTE:** The successful proposer must complete and submit the appropriate nondiscrimination certification form to the awarding Department prior to contract execution.

### III. PROGRAM INFORMATION

#### ■ A. AGENCY OVERVIEW

The Connecticut Department of Public Health (DPH) is the state’s leader in public health policy and advocacy. The agency is the center of a comprehensive network of public health services, and is a partner to local health departments for which it provides advocacy, training and certification, technical assistance and consultation, and specialty services, such as risk assessment, that are not available at the local level. DPH is a source of accurate, up-to-date health information used to monitor the health status of Connecticut’s residents, set public health priorities, and evaluate the effectiveness of health initiatives. DPH also is a regulator focused on health outcomes, maintaining a balance between assuring quality and administrative burden on the people, facilities, and programs it regulates. DPH is the legislatively mandated lead agency for public health planning in Connecticut, and since its 2009 merger with the Office of Health Care Access, statewide health facilities planning also has come under the DPH aegis.

The mission of DPH is to protect and improve the health and safety of the people of Connecticut by assuring the conditions in which people can be healthy; promoting physical and mental health; and preventing disease, injury, and disability.

#### ■ B. PROGRAM OVERVIEW

The DPH Planning Branch is responsible for promoting, enhancing, and protecting the collection, processing, analysis, and reporting of health data; public health planning and policy development; training and professional development; and addressing health disparities. Its goal is to improve the assessment of Connecticut’s health services and the health status of Connecticut residents, and to develop proactive planning and policy development initiatives supported by a competent workforce.

In its 2002 publication, *The Future of the Public’s Health in the 21st Century*, the Institute of Medicine called for the exploration of the benefits of accrediting public health departments. Voluntary national accreditation is a means for advancing the overall quality and accountability of state public health practice.

With the present RFP, DPH is embarking on the path to receiving national accreditation by the [Public Health Accreditation Board](#) (PHAB). PHAB standards and measures are now endorsed by the Association of State and Territorial Health Officials and may become a qualifier for resource allocation and federal funding.

DPH is participating in the [National Public Health Improvement Initiative](#) (NPHII), and is dedicated to improving Connecticut’s public health system and accelerating the use of national standards. DPH has received a grant from the CDC NPHII to prepare for national accreditation. The accreditation process will involve developing standards that advance quality and performance within the agency; providing a method to identify performance improvement opportunities; and documenting the agency’s capacity to deliver the three core functions and 10 essential services of public health. National accreditation will thus ensure that DPH is providing appropriate public health services and is fulfilling its mission to Connecticut’s population.

DPH must meet certain “readiness” criteria for national accreditation, including three prerequisites that are addressed in the two segments of the present RFP:

Segment A:

Prerequisite 1. Completion of a Strategic Plan for the Connecticut Department of Public Health

Segment B:

Prerequisite 2. Completion of a comprehensive State Health Assessment

Prerequisite 3. Completion of a comprehensive State Health Improvement Plan

## ■ C. MAIN PROPOSAL COMPONENTS

### 1. Proposer Organizational Requirements and Profile:

*The purpose of this subsection is to state the organizational requirements (beyond eligibility and minimum requirements) for proposers and to offer guidance in providing the necessary information about the proposer's administrative and operational capabilities.*

Please provide a brief description of your business that includes following information. See also Section I.C.5 of this RFP for qualifications of proposers.

- a. Entity type / Parent organization
- b. Years of operation
- c. Location of office(s) / Normal operating hours
- d. Current range of services
- e. Current or recent (past 3-5 years) contracts with DPH and name of DPH Program contact for each one
- f. Clients (in past 3-5 years) other than DPH
- g. Relevant experience (as pertains to specific Segment for which proposer is applying):
  1. Strategic planning and SWOT analysis
  2. Community/statewide health assessment
  3. Community/statewide health improvement planning
  4. Public health priority setting (especially objective methods)
- h. References (Names and contact information for three clients for whom you have conducted or coordinated strategic planning and/or community health assessments and health improvement planning; may be provided as an attachment to the proposal)

### 2. Service Requirements – Scope of Services

#### Summary:

The contractor(s) shall assist the Connecticut Department of Public Health in the coordination and production of the prerequisites for achieving national accreditation by the Public Health Accreditation Board: an agency Strategic Plan (Segment A); and/or a comprehensive State Health Assessment and State Health Improvement Plan (Segment B). Each of these segments will require extensive collaboration involving working groups of management and staff (strategic planning) or large coalitions of multi-sector stakeholders from across the state (health assessment and health improvement planning).

***Proposers may submit proposals for one or both segments; however, a separate and complete proposal is required for each segment addressed.*** Proposers must note on the Cover Sheet whether the proposal is for Segment A or Segment B.

The activities and deliverables associated with each segment and prerequisite are outlined below and are based largely on the Public Health Accreditation Board's 2011 document, [Standards & Measures, Version 1.0](#).

***Proposers should refer to the above document for details, to be referenced in the Work Plan, about documentation that must be provided to meet each of the prerequisites. This information will help proposers to determine the scope and specifics of their proposals.***

***Proposed activities also must be consistent with accepted models of health improvement planning including but not limited to:*** the National Association of County and City Health Officials' [MAPP framework](#); Healthy People 2020 [MAP-IT framework](#); Healthy Cities/Healthy Communities; APEX-PH (see Section I.B, Abbreviations/Acronyms/Definitions).

#### Deliverables:

*For each document developed (strategic plan, health assessment, health improvement plan), provide: 5 professionally produced, printed and bound copies; 2 USB flash drives, each containing the complete document in PDF format suitable for reproduction by a print shop, and the complete document in Microsoft Word and/or Excel as originally developed.*

1. A 5-year Strategic Plan for the Connecticut Department of Public Health; and/or
2. A comprehensive Connecticut State Health Assessment and
3. A multi-year (through 2020) comprehensive Connecticut State Health Improvement Plan

**SEGMENT A: CONNECTICUT DEPARTMENT OF PUBLIC HEALTH STRATEGIC PLAN****DEVELOP A 5-YEAR HEALTH DEPARTMENT ORGANIZATION STRATEGIC PLAN (PHAB STANDARD 5.3)**

DPH is seeking a contractor to plan, direct, and lead a strategic planning initiative that will result in publication of a 5-year Strategic Plan for the Connecticut Department of Public Health. The Plan will provide guidance for future decision making and improve the agency's ability to serve the public health needs of Connecticut residents. The Strategic Plan will clarify services likely to be required, set priorities, and estimate financial and human resources needed to support the DPH mission. DPH recently developed a one-year strategic map and individual programs may have [program-specific strategic plans](#) that will complement and support this activity should be taken into consideration during the strategic planning process.

The contractor will work collaboratively with DPH management and staff and to engage community stakeholders to create the Strategic Plan. The Plan will include vision and mission statements, values or guiding principles, goals, "SMART" objectives, strategies and strategic priorities, and an action plan with a well-defined time line.

This segment contains two major activities outlined below:

**1. Conduct and document a department strategic planning process** (see PHAB Standard 5.3.1A)

- a. Convene a Strategic Planning Steering Committee to work with the contractor to analyze input from staff and external stakeholders
- b. Develop a process and tools for obtaining community input by involving stakeholders
- c. Conduct an environmental scan and SWOT analysis (strengths, weaknesses, opportunities, threats) to identify strategic issues for the agency to address. The contractor may use a variety of methods to gather information.
- d. Use an evidence-based process for setting strategic priorities.

**2. Develop and produce a 5-year Strategic Plan for the Connecticut Department of Public Health**  
(see PHAB Standard 5.3.2A)

The Strategic Plan must include at a minimum:

- a. Vision and mission statements
- b. Guiding principles or values
- c. The results of the environmental scan/SWOT analysis
- d. Strategic priorities
- e. Goals, SMART objectives, and strategies
- f. A strategic Work Plan (as distinguished from the project Work Plan described in Section III.C.6 of this RFP). The Work Plan should include strategies, activities, outcome measures, the party responsible for implementation, and time line for all objectives under each goal.
- g. The extent to which promising and best practices are implemented.
- h. The extent to which evidence-based policies, regulations and laws are implemented.
- i. Quantitative performance measures for continued evaluation and improvement
- j. A description of appropriate or intended linkages of the Strategic Plan to the State Health Improvement Plan and DPH Quality Improvement Plan, as available.

**SEGMENT B: CONNECTICUT STATE HEALTH ASSESSMENT AND STATE HEALTH IMPROVEMENT PLAN**

Segment B has two components: B-1--State Health Assessment; and B-2--State Health Improvement Plan.

**Both components of this segment must be performed by the same contractor.**

**B-1. CONDUCT AN ASSESSMENT FOCUSED ON POPULATION HEALTH STATUS AND PUBLIC HEALTH ISSUES**

(PHAB Domain 1, Standard 1.1)

The health assessment is intended to be the basis of the State Health Improvement Plan. It is a collaborative process conducted in partnership with other organizations, involving systematic collection and analysis of data on demographics, socioeconomics, morbidity, mortality, quality of life, behavioral risk factors, the environment (natural and man-made), access to care, and other health determinants.

This segment contains two major activities outlined below.

**1. Convene a collaborative group of multi-sector external partners representing Connecticut populations and state health challenges.** (See PHAB Measure 1.1.1S)

- a. Compile a list of potential partners, using participant registers from prior and current DPH health assessment and planning initiatives (see [DPH Health Improvement and Strategic Plans](#) for prior collaborative planning efforts).
- b. Meet or communicate regularly with the partners.
- c. Describe the process used to identify health issues and the existing assets and resources for addressing the health issues.

**2. Conduct and publish the results of a State Health Assessment**

The assessment will be the basis for developing the State Health Improvement Plan, setting priorities, developing programs, coordinating resources, etc. (See PHAB Measure 1.1.2S.)

**NOTE:** All data included in the assessment must be: 1) the most recent surveillance data available; and 2) obtained whenever possible from primary surveillance sources such as the Connecticut Department of Public Health, other Connecticut State agencies, tribal governments, and the federal government (US Census Bureau, National Center for Health Statistics, etc.).

The State Health Assessment must include at a minimum:

- a. *Connecticut Demographic, Social, and Economic Data*, including, but not limited to those stipulated by the PHAB and those illustrating geographic disparities.
- b. *Connecticut Population Health Status and Disparities Data*, including but not limited to those subjects discussed in the 1999 [Connecticut State Health Assessment](#) and other areas for which recent [surveillance data and related health improvement plans](#) have been published by DPH. Proposals should contain a list of major topics, measures, and expected data sources that will be included in the assessment.
- c. *Connecticut Health Facilities and Health Services Data*. The DPH Office of Health Care Access (OHCA) is concurrently developing a "Connecticut Statewide Health Care Facilities and Services Plan." This plan covers policy issues (health care reform, health information technology, etc.), acute care services, ambulatory surgery, technology and equipment, mental health and substance abuse facilities and services, primary care and preventive services, rehabilitative services, long-term care, health professional shortage areas, and medically underserved areas.

**Although the State Health Assessment need not cover these topics in depth, the contractor must consult with OHCA staff and ensure linkage to the Health Care Facilities and Services Plan.**

- d. *Key and Emerging Health Issues and Their Distribution*, based on analyses of health status data, and especially with regard to disparities among minority and low-income population groups and among the uninsured.
- e. *Assets or Resources That Can Be Mobilized to Address Health Issues*, including federal, local, and state resources including DPH and other Connecticut State agencies.

**B-2. CONDUCT A COMPREHENSIVE PLANNING PROCESS RESULTING IN A STATE HEALTH IMPROVEMENT PLAN**  
(PHAB Domain 5, Standard 5.2)

The State Health Improvement Plan is a multi-year (through 2020), systematic plan to address the issues identified in the State Health Assessment (B-1 above). Its purpose is to describe through goals, objectives, and strategies how DPH and the community it serves will work together to improve the health of Connecticut residents.

This plan will serve as the Healthy Connecticut 2020 Plan, and accordingly should be aligned with Healthy People 2020 (see B-2.2 below).

This segment contains two major activities outlined below:

**1. Conduct a collaborative process to develop a comprehensive State Health Improvement Plan**  
(See PHAB Measure 5.2.1S)

The planning process must include multi-sector partners and stakeholders and should follow an accepted model for health improvement planning (Healthy Cities/Communities, APEX-PH, MAPP, MAP IT etc.). The Plan must use the Healthy People 2020 framework.

The process must include the following elements:

- a. Utilization of a Coalition, Steering Committee, and topic-based subcommittees or work groups, with broad participation of public health system partners.* The contractor will schedule, coordinate, and facilitate meetings of the Coalition and its subcommittees.
- b. Use of information from the State Health Assessment as the basis for priority setting, rationale for goals, and source of baseline data for the objectives*
- c. Issues and themes identified by stakeholders*
- d. Identification of State assets and resources*
- e. An objective process, such as the Basic Priority Rating System, for setting priorities from among identified State health issues*
- f. A mechanism for soliciting and responding to comments from the public on the draft Plan.*

**2. Produce a Comprehensive State Health Improvement Plan as the result of the planning process**  
(See PHAB Measure 5.2.2S)

The State Health Improvement Plan will provide a view of population health across programs and serve as a road map for improving the health of all Connecticut residents through partnerships and collaboration.

To the greatest extent possible, the Plan should be consistent with goals and objectives of [Healthy People 2020](#) as they relate to the priorities established for Connecticut, and consider other relevant initiatives such as the [National Prevention Strategy](#). The contractor should use a consensus-reaching process to determine if the Plan will address all health issues and program areas or selected ones.

**NOTE:** The Plan should be consistent with the guidelines and structure given in the DPH [Guide and Template for Comprehensive Health Improvement Planning](#), which has been adopted by NACCHO for inclusion in its [Accreditation Preparation Toolkit](#).

The Plan must contain at a minimum:

- a. A description of the planning process*
- b. Summary of Connecticut demographic, social, and economic data from the State Health Assessment*
- c. Summary data on disease burden and health issues from the State Health Assessment*
- d. Health priorities, goals, objectives, strategies, and measures of health outcomes and indicators to monitor progress.* Objectives should be SMART (specific, measurable, achievable, realistic, time-bound), and strategies should include, where appropriate, policy changes needed to accomplish the objectives.

e. A state health improvement Work Plan (as distinguished from the project Work Plan described in Section III.C.6 of this RFP). For all objectives under each goal, the Work Plan should contain strategies, activities, outcome measures, the party responsible for implementation, and time line.

f. Alignment of priorities in the State Plan, as appropriate, with priorities in recent [DPH categorical health improvement plans](#), local and tribal plans, and national plans (e.g., Healthy People 2020)

### 3. Staffing Plan:

Provide brief biographical sketches for the key personnel to be assigned to the project, including any proposed subcontractors. For each individual, provide name, title, specific qualifications (education and experience), and proposed role and responsibilities in the project (e.g., meeting coordination; group facilitation, data compilation and analysis, research and writing, graphics). Attach an organization chart for the project, and résumés of key staff for each Segment to be addressed. The same staffing assignment must be included in the project Work Plan.

Note qualifications and experience as follows for the respective components:

**Segment A (DPH Strategic Plan):** Provide examples of experience in strategic planning; conducting key informant interviews; facilitating focus groups; developing and administering surveys; analyzing data; reaching consensus and setting priorities; designing and writing strategic plans.

**Segment B-1 (State Health Assessment):** Provide examples of experience conducting community health assessments; coordinating and facilitating stakeholder groups; reaching consensus; compiling and analyzing data; designing and writing results of health assessments.

**Segment B-2 (State Health Improvement Plan):** Provide examples of experience coordinating and facilitating large stakeholder meetings, smaller committee meetings, and public forums; analyzing and trending data; developing goals, SMART objectives, and strategies; formulating performance measures; setting priorities using objective methods; and writing health improvement plans.

**NOTE:** The proposal must include a completed Workforce Analysis Form (see Section V.A.11).

### 4. Data and Technology Requirements

Contractors must have e-mail, Internet, and conference call capabilities, computer hardware and software for collecting, storing, and managing data (such as mailing lists, health measures and indicators), graphing and trending data, generating reports, and designing and producing professional quality publications. *New computer hardware and software may not be included in the project budget.*

Proposers should indicate:

- a. E-mail, Internet, and conference call capabilities
- b. Computer operating system; versions of software to be used for storing and analyzing data and preparing reports; name and contact information for person assigned to IT management, if applicable.

### 5. Subcontractors

If subcontractors will be used in the proposed project, specify the following information for each one:

- a. Legal Name, Address, FEIN
- b. Contact Person, Title, Phone, Fax, E-mail
- c. Services to be provided under subcontract
- d. Subcontractor oversight
- e. Subcontract cost and term
- f. Subcontractor qualifications (see Staffing Plan above)

**NOTE:** The proposal must include a completed Subcontractor Schedule A--Detail Form for each subcontractor proposed (see Section V.A.7).

## 6. Work Plan

Each Segment proposal must contain a detailed project Work Plan using the Work Plan Form provided in Section V.A of this RFP. Landscape format, single spacing, and 9-10 point Arial type is preferred.

**NOTE: *If Segment B is proposed, the proposer must submit a separate project Work Plan for each of the two components of the Segment (B-1 and B-2).***

**To ensure that PHAB requirements for each prerequisite activity are satisfied, please note that the Work Plan must include references to the applicable PHAB Measures, Standards, and Documentation Number (see [PHAB Standards & Measures, v. 1.0](#) and related documents).**

## D. COST PROPOSAL COMPONENT

### 1. Financial Requirements

Not applicable.

### 2. Budget Requirements

Competitiveness of the budget will be part of the proposal review process (see Section I.E.4). The proposal must contain an itemized budget with justification for each line item, using the budget forms provided (see Section V.A.3-7 of this RFP).

- a. Separate and detailed Budget Summary and Budget Justification forms must be submitted for each Segment (A, B). ***If Segment B is proposed, submit separate budget forms for components B-1 and B-2.***
- b. **Funds may be used only for:** Personnel (salaries and wages including fringe costs--see "e" directly below), subcontracts (see "e" directly below), in-state travel, stakeholder meeting expenses, mailing costs, public notices, and printing and duplication.
- c. **Funds may *not* be used for:** Purchase of equipment, computers, and software; education and training; meeting room rental and set-up or AV equipment charges; or out-of-state travel. The State of Connecticut is exempt from payment of excise, transportation, and sales taxes imposed by the Federal and State governments; such taxes may not be included in the budget.
- d. **Administrative costs:** may not exceed 10% of the proposed budget.
- e. The calculations for all personnel line items must include the name, title, hours per week, and hourly rate for each proposed staff member. Where subcontractors are proposed, the subcontractor must meet the staffing criteria described in Section III.C.3 above. *One copy of each executed subcontract must be submitted to DPH by consultants that are awarded contracts.*

**NOTE:** The total budget may not be increased after the proposal is submitted. All cost estimates will be considered as "not to exceed" quotations, against which time and expenses will be charged. The proposed budget will be subject to change during contract award negotiations.

**IV. PROPOSAL OUTLINE**

*This section stipulates the required outline that must be followed when submitting a proposal in response to this RFP. Proposals must include all the components listed below, in the order specified, using the prescribed lettering and numbering scheme. Incomplete proposals will not be evaluated.*

**NOTE: A separate proposal with all required forms and attachments (per Sections III.C and D, IV, and V of this RFP), originals, copies, and electronic version must be completed for each Segment (A or B) being proposed.**

	Page
<b>A. Cover Sheet</b> . . . . . (See Section IV.I. Cover Sheet Form)	<b>1</b>
<b>B. Table of Contents</b> . . . . . (See Section I.D.1, Proposal Format. The Table of Contents must conform exactly with this outline.)	<b>3</b>
<b>C. Declaration of Confidential Information</b> . . . . . (See Section I.C.12 for instructions)	<b>Etc.</b>
<b>D. Conflict of Interest - Disclosure Statement</b> . . . . . (See Section I.C.13 for instructions)	
<b>E. Abstract</b> ( <i>1 page maximum, single spaced</i> ) . . . . . (See Section I.D.1.d, Proposal Format)	
<b>F. Main Proposal Narrative</b> . . . . .	
<b>1. Organizational Profile</b> . . . . . (See Section III.C.1 for instructions)	
<b>2. Scope of Services</b> . . . . . (See Section III.C.2 for instructions)	
a. Segment A, Strategic Plan <u>or</u>	
b. Segment B:	
B-1: State Health Assessment <u>and</u>	
B-2: State Health Improvement Plan	
<b>3. Staffing Plan</b> . . . . . (See Section III.C.3 for instructions)	
<b>4. Data and Technology</b> . . . . . (See Section III.C.4 for instructions)	
<b>5. Subcontractors</b> . . . . . (See Section III.C.5 for instructions)	
<b>6. Work Plan</b> . . . . . (See Section III.C.6 for instructions)	
<b>G. Cost Proposal</b> . . . . .	
<b>1. Financial Profile</b> . . . . . (Not applicable)	
<b>2. Budget and Budget Narrative</b> . . . . . (See Section III.D.2 for instructions)	

**H. Appendices** . . . . .

- 1. Work Plan Form . . . . .
- 2. Budget Summary 1 Form . . . . .
- 3. Budget Justification Schedule B . . . . .
- 4. Subcontractor Schedule A (if applicable)
- 5. Project Organization Chart . . . . .
- 6. Staffing Summary Form. . . . .
- 7. Job Descriptions . . . . .
- 8. Résumés of Key Personnel . . . . .

**I. Other Forms**

- 1. Workforce Analysis . . . . .
- 2. Acknowledgement of Contract Compliance . . . . .
- 3. Notification to Bidders (CHRO) . . . . .
- 4. Consulting Agreement Affidavit (OPM Ethics Form 5) . . . . .

**V. ATTACHMENTS (INDEX PAGE)****■ A. APPLICATION FORMS AND INSTRUCTIONS**

(NOTE: *All forms must be completed and included in the proposal where indicated in instructions and outline.*)

1. Cover Sheet Form
2. Proposer Information Form
3. Budget Form Instructions
4. Budget Summary 1 Form
5. Budget Justification Schedule B Form
6. Instructions for Subcontractor Schedule A Detail
7. Subcontractor Schedule A Detail Form
8. Staffing Form
9. Work Plan Form
10. Consulting Agreement Affidavit (OPM Ethics Form 5)
11. Workforce Analysis Form
12. Notification to Bidders
13. Contract Compliance Policy Statement

**■ B. INFORMATIONAL ATTACHMENTS**

(NOTE: *Informational attachments are included for proposers' information only. These documents will be used for consultants awarded contracts, and will be requested during the contract development process.*)

1. Nondiscrimination Certification
2. Code of Ethics
3. False Claims Act Notification
4. False Claims Act Policy
5. False Claims Act Procedure
6. SEEC Form 11

## V. ATTACHMENTS A: APPLICATION FORMS AND INSTRUCTIONS

### PROPOSAL COVER SHEET

Connecticut Department of Public Health  
Planning and Workforce Development Section

#### DPH RFP #2012-0915

### ***Strategic Planning, Health Assessment, and Health Improvement Planning Consultancy*** **Proposal for Segment \_\_\_\_\_**

[Specify A or B and Segment Name]

#### Proposer Information

Proposer Business (Legal Name):\* \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City/Town: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone No. \_\_\_\_\_ FAX No. \_\_\_\_\_ E-mail Address: \_\_\_\_\_

Contact Person for Application: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone No: \_\_\_\_\_

**TOTAL PROGRAM COST: \$ \_\_\_\_\_**

I certify that to the best of my knowledge and belief, the information contained in this application is true and correct. The application has been duly authorized by the governing body of the proposer, the proposer has the legal authority to apply for this funding, the proposer will comply with applicable state and federal laws and regulations, and that I am a duly authorized signatory for the proposer.

\_\_\_\_\_  
Signature of Authorizing Official:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Typed Name and Title

-----  
\* The proposer business is the organization or corporation that is legally and financially responsible and accountable for the use and disposition of any awarded funds. Provide the full legal name of the organization or corporation as it appears on the corporate seal and as registered with the Secretary of State

Application for funding and all required submissions must include the signature of an officer of the proposer agency who has the legal authority to bind the organization. The signature, typed name and position of the authorized official of the proposer agency must be included, as well as the date on which the application is signed.

- Continued -

**Proposer Information (continued)**

Please provide contact information for the individuals responsible for completing and submitting the following documents:

**Contract and Legal Documents/Forms:**

Name		Title	Tel. No.
Street Address		Town	Zip Code
E-mail			Fax No.

**Program Progress Reports:**

Name		Title	Tel. No.
Street Address		Town	Zip Code
E-mail			Fax No.

**Financial Expenditure Reporting Forms:**

Name		Title	Tel. No.
Street Address		Town	Zip Code
E-mail			Fax No.

**Incorporated:**  YES  NO

**Agency Fiscal Year:**

**Type of Business:**  Public  Private  Other (Explain): \_\_\_\_\_

For-Profit  Non-Profit

**Federal Employer I.D. Number:**

**Town Code No:**

**Medicaid Provider Status:**  YES  NO

**Medicaid Number:**

**Minority Business Enterprise (MBE):**  YES  NO

**Women Business Enterprise (WBE):**  YES  NO

## Instructions for Budget Forms

### A. Instructions for Budget Summary 1

I. **Personnel** (lines #1 - #5) each person funded:

- a) Name of person & Title
- b) Hourly rate, # hours working per week, and # of weeks. (calculate)
- c) Fringe benefit rate. (calculate)

**Example:**

1. Name & Position: John Smith, Coordinator	
Calculation: \$25.00/hr X 35hrs X 45wks	\$39,375
Fringe Benefit: 26%	\$10,238

II. Line #8 **Contractual (Subcontracts)** provide the total of all subcontracts and complete Subcontractor Schedule.

III. Lines #6, 7, 9, 10 complete categories as appropriate,

IV. Line # 11: Other Expenses are any other types of expense that do not fit into the categories listed.

For example: Equipment (purchasing a computer at a cost of \$1,500). Please note that the state's definition of equipment is tangible personal property with a normal useful life of at least one year and a value of at least \$2,500 or more.

V. **\*\*\*Audit Costs**, the cost of audits made in accordance with OMB Circular A133 (Federal Single Audit) are allowable charges to Federal awards. The cost of State Single Audits (CGS 4-23 to 4-236) are allowable charges to State awards. Audit costs are allowable to the extent that they represent a pro-rata share of the cost of such audit. Audit costs charged to Department of Public Health contracts **must be budgeted, reported and justified as an audit cost line item within the Administrative and General Cost category.**

VI. Line Item #12 **Administrative and General Costs**, these are defined as those costs that have been incurred for the overall executive and administrative offices of the organization or other expenses of a general nature that do not relate solely to any major cost objective of the overall organization. Examples of A&G costs include salaries of executive directors, administrative & financial personnel, accounting, auditing, management information systems, proportional office costs such as building occupancy, telephone, equipment, and office supplies. Please review the OPM website on Cost Standards for more information at: <http://www.ct.gov/opm/cwp/view.asp?a=2981&q=382994>.

VII. **Administrative and General Costs** must be itemized on the Budget Justification Schedule. Costs that have a separate line item in the Budget Summary may not be duplicated as an Administrative and General Cost. For example, if the Budget Summary includes an amount for telephone costs, this cannot also be included as an Administrative and General Cost.

VIII. **Other Income** list any other program income such as in-kind contributions, fees collected, or other funding sources and include brief explanation on Budget Justification.

IX. **2 Year Contracts:** 2 sets of budget forms have been provided. Please do a full budget for each year of the contract, clearly indicating the year on each form. Assume level funding for the second year.

Note: If space allowed is not sufficient for large or complex subcontract budgets, the Budget Summary format may be copied and used instead.

### B. Instructions for Budget Justification Schedule B

I. Please provide a brief explanation for each line item listed on the Budget Summary. This must include a detailed breakdown of the components that make up the line item and any calculation used to compute the amount.

**\*\*\* Please note:** *If Laboratory Services is a line item or subcontractor, please supply a justification as to why a private laboratory is being used as opposed to the Connecticut State Laboratory.*

II. For contractors who have subcontracts, a brief description of the purpose of each subcontract must be provided. Use additional sheets as necessary.

**Example:**

Line Item (Description)	Amount	Justification - Breakdown of Costs
Travel	\$842	1,650 miles @ \$0.51 = \$842. Two outreach workers going to monthly meetings and site visits over 6 months.

### Budget Summary Form 1

Category	Amount
<b>Personnel:</b>	
1) Name & Position: _____ , _____	
Calculation:	
Fringe Benefit:     %	
2) Name & Position: _____ , _____	
Calculation:	
Fringe Benefit:     %	
3) Name & Position: _____ , _____	
Calculation:	
Fringe Benefit:     %	
4) Name & Position: _____ , _____	
Calculation:	
Fringe Benefit:     %	
5) Name & Position: _____ , _____ :	
Calculation:	
Fringe Benefit:     %	
<b>Other:</b>	
6) Travel   \$     per mile x     miles	
7) Office Expenses (Supplies, Telephone)	
8) Contractual (Subcontracts)*	
9) Printing and duplication	
10) Meeting Expenses	
11) Other Expenses (List below)	
a)	
b)	
c)	
d)	
e)	
f)	
12) Administrative and General Costs ( <i>not to exceed 10% of total</i> )	
<b>Total Amount</b>	
<b>Other Program Income:</b>	

\* Complete Subcontractor Schedule A for each subcontractor



### C. Instructions for Subcontractor Schedule A--Detail

- I. All subcontractors used by each contractor must be included. If it is not known who the subcontractor will be, an estimated amount and whatever budget detail is anticipated should be provided. (Contractors may submit the actual detail when it becomes available).

A separate subcontractor schedule must be completed for each Segment (A, B-1, B-2) included in the proposal, *even if the services for multiple Segments are to be provided by the same subcontractor*. For example: If Subcontractor "A" is providing services for both the State Health Assessment and Health Improvement Plan, provide a separate budget for Subcontractor "A" for each.

#### II. Detail of Each Subcontractor:

Choose a category below for each subcontract based on the method by which it will be paid:

- A. Budget Basis       B. Fee for Service       C. Hourly Rate.

Provide the detail for each subcontract, referencing the corresponding Segment of the subcontract. Detail must be provided for each subcontractor listed in the Summary.

#### Example A. Budget Basis

Outreach Educator \$20/hr x 20hrs/wk x 50wks	\$20,000
Travel 590 miles @ \$0.51 cents/mile	\$301
Supplies	\$500
Total	\$20,801

#### Example B. Fee for Service:

Develop and Produce	
500 Videos @ \$10 each	\$5,000
Total	

#### Example C. Hourly Rate:

Quality Assurance Review of 200 Patient Charts	
by Nurse Clinician, 200 hours @ \$25/hour	\$5,000
Total	\$5,000

NOTE: *If Laboratory Services is a line item or subcontractor, please supply a justification as to why a private laboratory is being used instead of the Connecticut State Laboratory.*





## Staffing Summary

(Profile of staff providing services. Please provide the information requested below.)

Professional Staff*	Name	Title	Hourly Rate (\$)	Assigned to Project: # hrs/wk
Position 1				
Position 2				
Position 3				
Position 4				
Clerical/ Support Staff:				
Position 1				
Position 2				

\* Attach résumés and job descriptions for all professional staff in proposal Appendix.



## 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 Connecticut General Statutes §§ 4a-81(a) and 4a-81(b)*

### INSTRUCTIONS:

**If the bidder or vendor has entered into a consulting agreement, as defined by Connecticut General Statutes § 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 Connecticut General Statutes § 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 Connecticut General Statutes § 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 \_\_\_\_\_, 20\_\_\_\_.**

**Commissioner of the Superior Court or Notary Public**

**WORKFORCE ANALYSIS**

Contractor Name:  
Address:

Total Number of CT employees:  
Full Time: Part Time:

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

Job Categories	Overall Totals (sum of all cols. male & 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 & Managers													
Professionals													
Technicians													
Office & Clerical													
Craft Workers (skilled)													
Operatives (semi-skilled)													
Laborers (unskilled)													
Service Workers													
Totals Above													
Totals 1 year Ago													
FORMAL ON-THE-JOB TRAINEES (Enter figures for the same categories as are shown above)													
Apprentices													
Trainees													
EMPLOYMENT FIGURES WERE OBTAINED FROM:								Visual Check:		Employment Records		Other:	

- Have you successfully implemented an Affirmative Action Plan?  YES  NO  
Date of implementation: \_\_\_\_\_ If the answer is "No", explain.
1. a) Do you promise to develop and implement a successful Affirmative Action?  
 YES  NO  Not Applicable Explanation: \_\_\_\_\_
2. Have you successfully developed an apprenticeship program complying with Sec. 46a-68-1 to 46a-68-18 of the Connecticut Department of Labor Regulations, inclusive:  YES  NO  Not Applicable Explanation: \_\_\_\_\_
3. According to EEO-1 data, is the composition of your work force at or near parity when compared with the racial and sexual composition of the work force in the relevant labor market area?  YES  NO Explanation: \_\_\_\_\_
4. If you plan to subcontract, will you set aside a portion of the contract for legitimate minority business enterprises?  
 YES  NO Explanation: \_\_\_\_\_

\_\_\_\_\_  
Contractor's Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor's Name (Printed)

**NOTIFICATION TO BIDDERS**

The contract to be awarded is subject to contract compliance requirements mandated by Sections 4a-60 and 4a-60a of the Connecticut General Statutes; and, when the awarding agency is the State, Sections 46a-71 (d) and 46a-81i (d) of the Connecticut General Statutes. There are Contract Compliance Regulations codified at Section 46a-68j-21 through 46a-68j-43 of the Regulations of Connecticut State agencies, which establish a procedure for the awarding of all contracts covered by Sections 4a-60 and 46a-71 (d) of the Connecticut General Statutes.

According to Section 46a-68j-30 (9) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance requirements has an obligation to “aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials.” “Minority Business Enterprise” is defined in Section 4a-60 of the Connecticut General Statutes as a business wherein fifty-one 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 Section 32-9n.” “Minority” groups are defined in Section 32-9n of the Connecticut General Statutes 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 Section 46a-68j-21 (11) of the Contract Compliance Regulations.

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

- a) the bidder’s success in implementing an affirmative action plan;
- b) the bidder’s success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-18 of the Connecticut General Statutes, inclusive;
- c) the bidder’s promise to develop and implement a successful affirmative action plan;
- d) the bidder’s submission of EEO-1 data indicating 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; and,
- e) the bidder’s promise to set aside a portion of the contract for legitimate minority business enterprises. See Section 46a-68j-30 (10) (E) of the Contract Compliance Regulations.

**INSTRUCTIONS:** Bidder must sign acknowledgment below line and return acknowledgment to Awarding Agency along with the bid proposal.

---

The undersigned acknowledges receiving and reading a copy of this “Notification to Bidders” form.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

On behalf of:

---

**V. ATTACHMENTS B. INFORMATIONAL ATTACHMENTS**

(NOTE: Forms in this section are not required for proposal submission and do not need to be signed.)

**STATE OF CONNECTICUT****DEPARTMENT OF PUBLIC HEALTH**

J. Robert Galvin, M.D., M.P.H.  
Commissioner



M. Jodi Rell  
Governor

**AFFIRMATIVE ACTION  
CONTRACT COMPLIANCE POLICY STATEMENT**

The Department of Public Health is an affirmative action employer, in compliance with all state and federal laws which prohibit discrimination and mandate affirmative action to overcome the present effects of past discrimination. Accordingly, we require that the individuals and organizations with which we do business do not engage in discriminatory practices.

This Department and our contractors shall fully comply with the CONTRACT COMPLIANCE REGULATIONS OF CONNECTICUT STATE AGENCIES, Sections 46a-68j-21 through 46a-68j-43, which establish procedures for evaluating compliance with Connecticut General Statutes, Section 4a-60, the state's nondiscrimination contract provisions. We require our contractors to cooperate with the Connecticut Commission on Human Rights and Opportunities in all activities pertinent to these regulations.

This Department will not knowingly do business with any contractor, subcontractor or supplier of materials who unlawfully discriminates against members of any class protected under state or federal law. Contractors whose overall employment statistics are not reflective of the general employment area may be required to submit evidence of good faith efforts to ensure that their personnel policies and practices do not have a discriminatory impact.

As part of our contract compliance program, bidders, contractors, subcontractors, and suppliers are encouraged to develop and follow a plan of affirmative action to achieve or exceed parity of employment with the applicable labor market. The existence and active administration of voluntary plans will be a factor in deciding contract approvals and the continuation of existing contracts, in accordance with Section 46a-68j-30.

This Department also solicits and encourages the participation of minority business enterprises as bidders, awardees, contractors, suppliers, and subcontractors.

All bidders and contractors shall be notified of this policy, must sign a Notification to Bidders Form, and complete a workforce analysis questionnaire necessary for the contract award process.

17 Sep 04

Date

J. Robert Galvin, M.D., M.P.H.  
Commissioner of Public Health



PHONE: (860) 509-7101 FAX: (860) 509-7111

410 CAPITOL AVENUE - MS#13COM, P.O. BOX 340308, HARTFORD, CONNECTICUT 06134-0308

Affirmative Action/Equal Employment Opportunity Employer



**STATE OF CONNECTICUT**  
**NONDISCRIMINATION CERTIFICATION –**  
**Representation by Entity for Contracts Valued at Less Than \$50,000**

*Written representation that complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended*

**INSTRUCTIONS:**

For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with the State of Connecticut **valued at less than \$50,000 for each year of the contract**. Complete all sections of the form. Submit to the awarding State agency prior to contract execution.

**REPRESENTATION OF AN ENTITY:**

I, \_\_\_\_\_ of \_\_\_\_\_,  
Authorized Signatory Title Name of Entity

an entity duly formed and existing under the laws of \_\_\_\_\_,  
Name of State or Commonwealth

represent that I am authorized to execute and deliver this representation on behalf of

\_\_\_\_\_ and that \_\_\_\_\_  
Name of Entity Name of Entity

has a policy in place that complies with the nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name



**STATE OF CONNECTICUT**  
**NONDISCRIMINATION CERTIFICATION –**  
**Affidavit by Entity for Contracts Valued at \$50,000 or More**

*Documentation in the form of an affidavit signed under penalty of false statement by a chief executive officer, president, chairperson, member, or other corporate officer duly authorized to adopt corporate, company, or partnership policy that certifies the contractor complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended*

**INSTRUCTIONS:**

For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with the State of Connecticut **valued at \$50,000 or more for any year of the contract**. Complete all sections of the form. Sign form in the presence of a Commissioner of Superior Court or Notary Public. Submit to the awarding State agency prior to contract execution.

**AFFIDAVIT:**

I, the undersigned, am over the age of eighteen (18) and understand and appreciate the obligations of an oath.

I am \_\_\_\_\_ of \_\_\_\_\_, an entity  
 Signatory's Title Name of Entity

duly formed and existing under the laws of \_\_\_\_\_  
 Name of State or Commonwealth

I certify that I am authorized to execute and deliver this affidavit on behalf of

\_\_\_\_\_ and that \_\_\_\_\_  
 Name of Entity Name of Entity

has a policy in place that complies with the nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended.

\_\_\_\_\_  
 Authorized Signature

\_\_\_\_\_  
 Printed Name

**Sworn and subscribed to before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.**

\_\_\_\_\_  
**Commissioner of the Superior Court/  
 Notary Public**

\_\_\_\_\_  
**Commission Expiration Date**

**CODE OF ETHICS**  
**BUSINESS COMPLIANCE NOTIFICATION**

All state contracts issued must comply with CGS 1-84(i) which requires that the business entity receiving a non-competitive contract is not associated with a public official or state employee, nor is it associated with a member of the immediate family of a state employee or public official. The following definitions are offered to facilitate compliance with CGS 1-84(i).

1. An associated business is one in which the individual or immediate family member is a director, officer, owner, partner, or holder of 5% or more of the total outstanding stock of any class. (Officer refers only to the positions of president, executive or senior vice-president, or treasurer). Associated business also includes trusts, if a family member has an interest that exceeds 10% of the value of the trust, or \$50,000, whichever is less.
2. The term business includes both profit and non-profit undertakings.
3. Immediate family includes any spouse, children, or dependent relatives residing in the individual's household.

**FALSE CLAIMS ACT  
COMPLIANCE NOTIFICATION**

This Contract requires compliance with The Deficit Reduction Act (“Act”) of 2005, which requires that the contractor or “qualified provider” receiving the contract comply with the Department’s False Claims Act Policy and Procedure as follows:

1. Review, print, and maintain on file the following Department’s False Claims Act Policy and False Claims Act Procedure.
2. Provide appropriate notice of the requirements of the Policy and Procedure by providing copies of the Department’s False Claims Policy and False Claims Procedure to all employees of your organization, including officers and officials as well as subcontractors providing services funded by this Contract, in accordance with the requirements of Section 4.3.3 of the Department’s False Claims Act Procedure.

**Do not return the False Claims Policy or False Claims Procedure to the Department.**

Your signature on the executed Contract confirms your receipt and compliance with the Department’s False Claims Act compliance requirement.

	<h2>False Claims Act (Policy)</h2>	<p><b>PL-CGMS C-001</b>  <b>Revision: 1.0</b>  <b>Effective Date:</b>  <b>05/21/2010</b></p>
---	------------------------------------	--

APPROVAL SIGNATURES		DATE
J. Robert Galvin, M.D., M.P.H. (original signature on file)	Commissioner of Public Health	05/21/2010

REVISION HISTORY			
Revision	Description of Change	Author	Effective Date
Basic	Initial Release	Bruce Wallen	05/21/2010

REFERENCE DOCUMENTS	
Document	Title
The Deficit Reduction Act ("Act") of 2005	Section 6032
United States Code (U.S.C.)	Sections 3729-3733
Connecticut General Statutes (C.G.S.)	Section 53a-290 Vendor Fraud
Connecticut General Statutes (C.G.S.)	Section 4-61dd Whistleblower
Connecticut General Statutes (C.G.S.)	Section 31-51m Blacklisting
Connecticut General Statutes (C.G.S.)	Section 17b-127 General Assistance

	<h2>False Claims Act (Policy)</h2>	<p><b>PL-CGMS C-001</b>  <b>Revision: 1.0</b>  <b>Effective Date:</b>  <b>05/21/2010</b></p>
---	------------------------------------	--

### 1.0 Purpose

The Deficit Reduction Act (“Act”) of 2005 is the federal government’s legislative effort to control spending for entitlement programs, such as Medicaid. The Act seeks to control spending by reducing federal overpayments for prescription drugs and medical services, thereby improving the integrity of federally funded entitlement programs.

### 2.0 Scope

Section 6032 of the Act states that any entity, such as the Department of Public Health (Department), which receives or makes payments under a state plan approved under Title XIX or under a waiver of such plan, totaling at least \$5,000,000 annually, is required to establish written policies providing detailed information about the False Claims Act (“FCA”) and any state false claims laws to all Department employees, contractors and agents. The Department is also required to establish and inform all employees, contractors, qualified providers and agents about the Department’s policies and procedures for the detection and prevention of fraud, waste and abuse, the protection afforded to any person who reports an incident of a false claim to a regulatory body (e.g., Whistleblower Protection) and any civil or criminal penalties for false claims.

### 3.0 Definitions and Acronyms

Specialized acronyms and definitions identified in this contract procedure are defined below.

#### 3.1 Acronyms

“ <u>CGMS</u> ”	The Connecticut Department of Public Health, Contracts & Grants Management Section
“ <u>Department</u> ”	The State of Connecticut Department of Public Health
“ <u>FCA</u> ”	False Claims Act
“ <u>PFCRA</u> ”	Program Fraud Civil Remedies Act

#### 3.2 Definitions

Claim - means any request or demand, whether under a contract or otherwise, for money or property which is made by a contractor, grantee, or other recipient if the United States government provides any portion of the money or property which is requested or demanded or if the government will reimburse such contractor, grantee, or other recipient for any portion of the money or property which is requested or demanded.

Contractor or Agent - means any contractor, subcontractor, agent, qualified vendor, consumer or family member who act as an employer or other person which or who, on behalf of the entity, furnishes, or otherwise authorizes the furnishing of, Medicaid health care items or services, performs billing or coding functions, or is involved in the monitoring of health care provided by the entity.

Employee - means any officer or employee of the entity, contractor, or agent.

Entity - means a governmental agency, organization, unit, corporation, partnership or other business arrangement, including Medicaid managed care organizations, whether for profit or not-for-profit, which receives or makes payments, under a state plan approved under Title XIX or under any waiver of such plan, totaling at least \$5,000,000 annually.

Knowing and Knowingly - means that a person with respect to information 1) has actual knowledge of the information; 2) acts in deliberate ignorance of the truth or falsity of the information; or 3) acts in reckless disregard of the truth or falseness of the information

	<h2>False Claims Act (Policy)</h2>	<p><b>PL-CGMS C-001</b>  <b>Revision: 1.0</b>  <b>Effective Date:</b>  <b>05/21/2010</b></p>
---	------------------------------------	--

## 4.0 Compliance

### 4.1 False Claim Act

The FCA prohibits any person, firm, corporation or entity from knowingly presenting, or causing to be presented, a false claim or statement to a federally funded program, including Medicaid, or conspiring to defraud the federal government. Any person, company or entity that acts in deliberate ignorance of or with reckless disregard of the truth of such information is considered to have acted knowingly.

The civil penalty for violating the FCA is a fine of not less than \$5,000 and not more than \$10,000 per violation. The person, company or entity may also be fined an additional three times the amount of damages sustained by the federal government. The PFCRA also provides that any person or company that commits fraud by making a false statement or claim can be assessed a penalty of \$5,000 per false claim or statement in addition to the penalties available under the FCA.

A person may bring a civil action for violating the FCA on behalf of said person and the United States government. If the federal government proceeds with an action brought by such person then that person shall receive at least 15 percent but not more than 25 percent of the proceeds of the action or settlement. If the federal government does not proceed with the action and the person initiating the action proceeds, then the person bringing the action shall receive a reasonable amount, to be determined by the court, but not less than 25% and not more than 30% of the proceeds of the action or settlement.

The FCA prohibits retaliation by an employer against an employee for bringing a false claim action or participating in such action (Whistleblower Protection). Any employee subject to retaliation by an entity, contractor or agent shall be entitled to all relief necessary to make the employee whole, including but not limited to reinstatement, two times the amount of back pay, interest on back pay and special damages.

### 4.2 State False Claim Related Acts

Under Connecticut's Vendor Fraud statute it is illegal for a person on his own behalf or on the behalf of an entity, with intent, to fraudulently provide goods or services to a beneficiary or recipient under Title XIX or to fraudulently receive goods or services. Connecticut law also prohibits any vendor from fraudulently providing services or goods for any recipient of General Assistance. The State Whistleblower law provides any employee who reports a suspected violation of state or federal law with protection against retaliation by the employer. State law also prohibits any person, corporation, state or political subdivision from blacklisting any employee.

### 4.3 Compliance Reporting

All DPH employees, contractors and agents, are required to report fraud, waste and abuse to: The Department of Public Health, Contracts & Grants Management Section, 410 Capitol Avenue, MS#13GCT, P.O. Box 340308, Hartford, CT 06134-0308.

	<b>False Claims Act (Procedure)</b>	<b>PR-CGMS C-001</b> <b>Revision: 1.0</b> <b>Effective Date:</b> <b>05/21/2010</b>
---	-------------------------------------	---

APPROVAL SIGNATURES		DATE
J. Robert Galvin, M.D., M.P.H. (original signature on file)	Commissioner of Public Health	05/21/2010

REVISION HISTORY			
Revision	Description of Change	Author	Effective Date
Basic	Initial Release	Bruce Wallen	05/21/2010

REFERENCE DOCUMENTS	
Document	Title
The Deficit Reduction Act ("Act") of 2005	Section 6032
United States Code (U.S.C.)	Sections 3729-3733
Connecticut General Statutes (C.G.S.)	Section 53a-290 Vendor Fraud
Connecticut General Statutes (C.G.S.)	Section 4-61dd Whistleblower
Connecticut General Statutes (C.G.S.)	Section 31-51m Blacklisting
Connecticut General Statutes (C.G.S.)	Section 17b-127 General Assistance

	<h2>False Claims Act (Procedure)</h2>	<p><b>PR-CGMS C-001</b>  <b>Revision: 1.0</b>  <b>Effective Date:</b>  <b>05/21/2010</b></p>
---	---------------------------------------	--

### 1.0 Purpose

This procedure provides guidance to the Department of Public Health on informing all employees, contractors and agents about the Department of Public Health False Claims Policy, PL-CGMS C-001.

### 2.0 Scope

This procedure applies to all Department of Public Health staff, and officers and employees of contractors, agents, qualified providers and subcontractors funded by the department.

### 3.0 Definitions and Acronyms

Specialized acronyms and definitions identified in this contract procedure are defined below.

#### 3.1 Acronyms

<u>"CGMS"</u>	The Connecticut Department of Public Health, Contracts & Grants Management Section
<u>"Department"</u>	The State of Connecticut Department of Public Health
<u>"FCA"</u>	False Claims Act
<u>"PFCRA"</u>	Program Fraud Civil Remedies Act
<u>"POS"</u>	Purchase of Service Contract

#### 3.2 Definitions

Claim - means any request or demand, whether under a contract or otherwise, for money or property which is made by a contractor, grantee, or other recipient if the United States government provides any portion of the money or property which is requested or demanded, or if the government will reimburse such contractor, grantee, or other recipient for any portion of the money or property which is requested or demanded.

Contractor or Agent - means any contractor, subcontractor, agent, qualified vendor, consumer or family member who act as an employer or other person which or who, on behalf of the entity, furnishes, or otherwise authorizes the furnishing of, Medicaid health care items or services, performs billing or coding functions, or is involved in the monitoring of health care provided by the entity.

Employee - means any officer or employee of the entity, contractor or agent.

Entity - means a governmental agency, organization, unit, corporation, partnership or other business arrangement, including Medicaid managed care organizations, whether for profit or not-for-profit, which receives or makes payments, under a state plan approved under Title XIX or under any waiver of such plan, totaling at least \$5,000,000 annually.

Knowing and Knowingly - means that a person with respect to information 1) has actual knowledge of the information; 2) acts in deliberate ignorance of the truth or falsity of the information; or 3) acts in reckless disregard of the truth or falseness of the information.

Purchase of Service Contract - Previously Human Service Contract, a contract document used to procure direct client services to populations served by the Department over a defined period and for an agreed upon maximum price.

Subcontractor – See "Contractor or Agent" above.

	<h2>False Claims Act (Procedure)</h2>	<p><b>PR-CGMS C-001</b>  <b>Revision: 1.0</b>  <b>Effective Date:</b>  <b>05/21/2010</b></p>
---	---------------------------------------	--

#### 4.0 Process

##### 4.1 Dissemination to the Department's New Employees

4.1.1 The Department's Human Resources staff shall present and provide all newly hired Department employees with a copy of the False Claims Act Policy and Procedure during the new employee orientation.

4.1.2 Each new Department employee must acknowledge receipt of the False Claims Act Policy and Procedure by signing an acknowledgement that they received it. The acknowledgement shall be maintained in their personnel file.

##### 4.2 Dissemination to the Department's Existing Employees

Each existing Department employee shall receive a copy of the Department's False Claims Act Policy and Procedure and must sign an acknowledgement that they have received it. The acknowledgement shall be maintained in their personnel file.

##### 4.3 Dissemination to Contractors and Qualified Providers

4.3.1 CGMS shall include the Department's False Claims Act Policy and Procedure in all POS contracts between the Department and its contractors and agents.

4.3.2 Contractors and agents shall inform all employees providing services funded by the contract of the policy and procedure and obtain acknowledgement of receipt.

4.3.3 Execution of the contract by a contractor or agent, via authorized signature, shall indicate acceptance of and compliance with the Department's False Claims Policy and Procedure in accordance with Part II, Section C.4, (Terms and Conditions, Contractor Obligations, Federal Funds) of the POS Contract.

4.3.4 Contractors and agents under contract with the Department shall inform all subcontractors, providing services funded by the contract, of the policy and procedure and obtain acknowledgement of receipt either via inclusion of a contract term/condition in the sub-contractual agreement as in 4.3.3 above, and execution of such subcontract, or via separate acknowledgement.

#### 5.0 Records

5.1 The following records shall be maintained, generated, or updated, and filed by the Department in accordance with this procedure and CGMS record retention requirements and schedules. Contractors shall maintain records according to their established record retention schedules.

Record Name	Responsible	Retention Req.	Location
Employee acknowledgement of receipt of False Claims Policy and Procedure	Human Resources Office	Until employee termination	Employee File
Fully Executed Contract Document	CGMS	3 years from end date of contract(s)	CGMS Contract File

## SEEC Form 11 Definitions

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan or a loan to an individual for other than commercial purposes.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.