
PROCUREMENT NOTICE

LEGAL NOTICE

REQUEST FOR PROPOSAL (RFP#2012-0914)

The State of Connecticut, Department of Public Health is seeking proposals for a state-wide Hazard Vulnerability Analysis (HVA) to enhance public health preparedness at the state and local level. The HVA will include an all-hazards risk analysis that identifies hazards and vulnerabilities that would impact, overwhelm, and/or interrupt public health, medical and behavioral health services. Activities include the review of existing risk analyses, consulting with subject matter experts, and soliciting input from local public health, medical and behavioral health professionals at regional meetings. The risk analysis will be utilized to develop a strategic plan for future preparedness activities and incorporated into written public health emergency response plans at the state and local level. Applications will be accepted from public and private organizations, businesses, and individuals who are a duly formed business entity that are able to demonstrate experience in public health and hazard risk analysis.

Funding will be for a six-month period, between 11-23-2011 and 5-23-2012, subject to the availability of funds and satisfactory performance. Up to \$50,000 of Centers for Disease Control and Prevention (CDC) Public Health Emergency Preparedness Cooperative Agreement funds are available for this project.

The Request For Proposals is available in electronic format on the [State Contracting Portal](#) or from the Department's Official Contact:

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The RFP is also available through the [Online Resources](#) section of the Department's website. A printed copy of the RFP can be obtained from the Official Contact upon request. Deadline for submission of proposals is October 4, 2011 at noon, E.S.T.

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I. GENERAL INFORMATION

This section of the RFP provides general information about the Department's procurement and, most importantly, gives 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 Name or Number.** Hazard Vulnerability Analysis RFP #2012-0914
2. **Summary.** The Connecticut Department of Public Health requires a state-wide Hazard Vulnerability Analysis (HVA) to enhance public health preparedness at the state and local level. The HVA will include an all-hazards risk analysis that identifies hazards and vulnerabilities that would impact, overwhelm, and/or interrupt public health, medical and behavioral health services.
3. **Funding.** Funding will be for a six month period subject to the availability of funds and satisfactory performance. Up to \$50,000 of Centers for Disease Control and Prevention (CDC) Public Health Emergency Preparedness Cooperative Agreement funds are available.
4. **Commodity Codes.** The services that the Department of Public Health (Department or DPH) wishes to procure through this RFP are as follows:
 - 1000-017: Health Service Planning

■ B. ABBREVIATIONS / ACRONYMS / DEFINITIONS

BFO	Best and Final Offer
CDC	Centers for Disease Control and Prevention
C.G.S.	Connecticut General Statutes
CT	Connecticut
DHHS	Department of Health and Human Services (US)
DPH	Department of Public Health (CT)
DAS	Department of Administrative Services (CT)
DEMHS	Department of Emergency Management and Homeland Security (CT)
ESF-8	Emergency Support Services-8
E.S.T.	Eastern Standard Time
FOIA	Freedom of Information Act (CT)
P.A.	Public Act (CT)
PSA	Personal Services Agreement
RFP	Request For Proposal
US	United States

- *contractor:* an organization / entity / individual that enters into a PSA contract with the Department as a result of this RFP
- *disaster:* an event that results in effects that exceeds the community's capacity
- *emergency:* any occasion or instance for which assistance is needed to supplement state or local efforts to save lives, protect public health and safety, or protect property
- *emergency support function (ESF):* a functional area of response activity established to facilitate coordinated delivery of assistance required during the response phase. They represent the types of

assistance likely needed most during a catastrophic event. Public Health and Medical Services is Emergency Support Function 8.

- *emergency support function-8 (ESF-8) Public Health and Medical Services*: provides the mechanism for coordinated assistance to supplement State, tribal, and local resources in response to a public health and medical emergency. Public Health and Medical Services include responding to medical needs associated with mental health, behavioral health, and substance abuse considerations of incident victims and response workers. Services also cover the medical needs of vulnerable populations.
- *GIS*: a geographic information system integrates hardware, software, and data for capturing, managing, analyzing, and displaying all forms of geographically referenced information.
- *hazard*: a source of potential harm or damage
- *local health department or district*: either a Municipal Health Authority or District Department of Health, as defined by C.G.S. Chapters 368e and 368f, respectively
- *preparedness*: activities, programs, and systems that exist before an emergency that are used to support and enhance response to an emergency or disaster
- *proposer*: a public or private organization, business or individual that has submitted a proposal to the Department in response to this RFP
- *prospective proposer*: a public or private organization, business or individual that may submit a proposal to the Department in response to this RFP, but has not yet done so
- *risk*: probability of a disaster
- *risk analysis*: ability to evaluate, in a comprehensive manner, how a potential hazard will impact a community
- *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 the Department as a result of this RFP
- *vulnerable populations*: refers to a range of residents who may not be able to comfortably or safely access and use the standard resources offered during a disaster, or relief and recovery efforts; such residents may include but not be limited to people with sensory impairments (blind, deaf, hearing impaired), cognitive disorders, mobility limitations, or limited English comprehension or who are non-English speaking; vulnerable populations may require specific emergency response planning to address each such vulnerable population's specific situations and needs.
- *vulnerability*: the propensity to be affected (damaged) by the hazard

■ C. INSTRUCTIONS

1. **Official Contact.** The Department has designated the individual below as the Official Contact for purposes of this RFP. The Official Contact is the **only authorized contact** for this procurement and, as such, handles all related communications on behalf of the Department. Proposers, prospective proposers, and other interested parties are advised that any communication with any other Department employee(s) (including appointed officials) or personnel under contract to the Department about this RFP is strictly prohibited. Proposers or prospective proposers who violate this instruction may risk disqualification from further consideration.

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Please ensure that e-mail screening software (if used) recognizes and accepts e-mails from the Official Contact.

2. RFP Information. The RFP, amendments to the RFP, and other information associated with this procurement are available in electronic format from the Official Contact or from the Internet at the following locations:

- Department's [RFP Web Page](#)
- [State Contracting Portal](#)

It is strongly recommended that any proposer or prospective proposer interested in this procurement subscribe to receive e-mail alerts from the State Contracting Portal. Subscribers will receive a daily e-mail announcing procurements and addendums that are posted on the portal. This service is provided as a courtesy to assist in monitoring activities associated with State procurements, including this RFP.

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

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

- Total Funding Available: \$50,000.00 for six months
- Number of Awards: 1
- Contract Cost: up to \$50,000 for six months
- Contract Term: November 23, 2011 to May 23, 2012

4. Eligibility. Applications will be accepted from public and private organizations, businesses, and individuals who are a duly formed business entity that are able to demonstrate experience in public health and hazard risk assessment. Proposers with long-standing, significant unresolved issues related to current and/or prior contracts with the Department will be removed from consideration of this RFP.

5. Minimum Qualifications of Proposers. To qualify for a contract award, a proposer must have the following minimum qualifications:

The proposer is in good standing with the Department for current and/or prior contracts.
The proposer is able to demonstrate experience in public health and hazard risk assessment.

6. Procurement Schedule. See below. Dates after the due date for proposals ("Proposals Due") are target dates only (*). The Department may amend the schedule, as needed. Any change will be made by means of an amendment to this RFP and will be posted on the State Contracting Portal and, if available, the Department's RFP Web Page.

- RFP Planning Start Date: July 15, 2011
- RFP Released: September 1, 2011
- Letter of Intent Due: Not Applicable
- Deadline for Questions: September 7, 2011, 2:00 p.m., E.S.T.
- Answers Released (Round 1): September 13, 2011
- RFP Conference: Not Applicable
- Answers Released (Round 2): To be determined (if needed)
- Proposals Due: October 4, 2011, noon, E.S.T.
- Proposer Interviews: October 11, 2011, time tbd
- (*) Proposer Selection: October 12, 2011
- (*) Start of Contract Negotiations: October 14, 2011
- (*) Start of Contract: November 23, 2011

The Department review committee reserves the right to interview applicants on or about October 11, 2011 if they require clarification and/or need to negotiate aspects of a proposal. Please hold this date open.

7. Letter of Intent. A Letter of Intent (LOI) is not required by this RFP.

8. Inquiry Procedures. All questions regarding this RFP or the Department's procurement process must be directed, in writing, to the Official Contact before the deadline specified in the Procurement Schedule. The early submission of questions is encouraged. Questions will not be accepted or answered verbally – neither in person nor over the telephone. All questions received before the deadline(s) will be answered. However, the Department will not answer questions when the source is unknown (i.e., nuisance or anonymous questions). Questions deemed unrelated to the RFP or the procurement process will not be answered. At its discretion, the Department may or may not respond to questions received after the deadline. The Department may combine similar questions and give only one answer. All questions and answers will be compiled into a written amendment to this RFP. If any answer to any 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. The agency will release the answers to questions on the date(s) established in the above Schedule. The Department will publish any and all amendments to this RFP on the State Contracting Portal and on the Department's RFP Web Page.

9. RFP Conference. An RFP conference will not be held to answer questions from prospective proposers.

10. Proposal Due Date and Time. The Official Contact is the **only authorized recipient** of proposals submitted in response to this RFP. Proposals must be received by the Official Contact on or before the due date and time:

- Due Date: October 4, 2011
- Time: noon Eastern Standard Time

Faxed or e-mailed proposals will not be evaluated. If hand-delivering proposals by courier or in person, allow extra time due to building security procedures. The Department will not accept a postmark date as the basis for meeting the submission due date and time. Proposals received after the due date and time may be accepted in a clerical manner, but late proposals will not be evaluated. At the discretion of the Department, late proposals may be destroyed or retained for pick up by the submitters.

An acceptable submission must include the following:

- one (1) original proposal;
- six (6) copies of the original proposal; and
- one (1) electronic copy of the original proposal.

The original proposal must carry original signatures and be clearly marked on the cover as "Original." Unsigned proposals will not be evaluated. The original proposal and each conforming copy of the proposal must be complete, properly formatted and outlined, and ready for evaluation by the Screening Committee. The electronic copy of the proposal must be compatible with Microsoft Office Word 2010. For the electronic copy, required forms and appendices may be scanned and submitted in Portable Document Format (PDF) or similar file format.

11. Multiple Proposals. The submission of multiple proposals is not an option with this procurement.

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. If a proposer deems that certain information required by this RFP is confidential, the proposer 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).

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 three (3) years) that poses a conflict of interest, as defined by C.G.S. § 1-85."*

■ D. PROPOSAL FORMAT

- 1. Required Outline.** All proposals must follow the required outline presented in Section I.D.8. - Table of Contents / Proposal Outline. Proposals that fail to follow the required outline will be deemed non-responsive and not evaluated. (See section I.D.8., see next page)
- 2. Cover Sheet /Applicant Information Form (2 pages).** The Cover Sheet/Applicant Information Form is Page 1 and 2 of the proposal. Proposers must complete and use the form provided by DPH in Section IV. Attachments.
- 3. Table of Contents / Proposal Outline.** All proposals must include a Table of Contents / Proposal Outline that conforms to the required proposal outline. (See section I.D.8., next page)
- 4. Executive Summary.** Provide a one page proposal summary.
- 5. Attachments.** Attachments other than the required Appendices or Forms identified in Section IV are not permitted and will not be evaluated. Further, 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.
- 6. Style Requirements.** Submitted proposals must conform to the following specifications:
 - Binding Type: Use a single binding clip only; do not use staples or other more permanent binding methods
 - Dividers: Blank or title pages only; do not use color or heavier paper or notebook dividers
 - Paper Size: 8.5 X 11 inch
 - Page Limit: Narrative section of the Main Proposal must be limited to 20 pages not including appendices and forms.
 - Print Style: 2-sided
 - Font Size: 11 point; 10 point for tables and work plan
 - Font Type: Verdana, Arial or Times New Roman
 - Margins: 1 inch
 - Line Spacing: 1.5 spacing for narrative; single spacing for tables and work plan
 - Header: Page headers must include proposer's name and the RFP number
 - Footer: All pages, including Appendices, must be numbered sequentially in the footer starting with the number one for the first page of the proposal .

7. Packaging and Labeling Requirements. All proposals must be submitted in sealed envelopes or packages and be addressed to the Official Contact. The Legal Name and Address of the proposer must appear in the upper left corner of the envelope or package. The RFP Name or Number must be clearly displayed on the envelope or package. Any received proposal that does not conform to these packaging or labeling instructions will be opened as general mail. Such a proposal may be accepted by DPH as a clerical function, but it will not be evaluated. At the discretion of the Department, such a proposal may be destroyed or retained for pick up by the submitters.

8. Proposal Outline. Below is the **required** outline that must be followed when submitting a proposal in response to this RFP. Proposals must include a Table of Contents that exactly conforms to the required proposal outline (below). 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.

Section	Page
A. Cover Sheet / Applicant Information Form (2 pages)	1
B. Table of Contents	3
C. Declaration of Confidential Information (<i>Per instructions: Section I. C.12.</i>)	Etc.
D. Conflict of Interest - Disclosure Statement (<i>Per instructions: Section I. C.13.</i>)	
E. Executive Summary (<i>Per instructions: Section I. D. 4.</i>)	
F. Main Proposal	
1. Organizational Profile	
2. Scope of Services	
3. Deliverables / Products / Work Plan.	
a. Narrative	
b. Work Plan Form	
4. Staffing Plan	
a. Narrative	
5. Data and Technology	
6. Subcontractors (as applicable)	
G. Cost Proposal	
1. Financial Profile	
2. Budget and Budget Narrative	
a. Narrative	
b. Budget Summary Form	
c. Budget Justification Schedule B	
d. Subcontractor information (as applicable)	
H. Appendices	
a. Curriculum Vitae	
b. Job Descriptions	
I. Forms	
a. Workforce Analysis	
b. Acknowledgment of Contract Compliance.	
c. Notification to Bidders (CHRO)	
d. Consulting Agreement Affidavit (OPM Ethics Form 5)	

E. EVALUATION OF PROPOSALS

- 1. Evaluation Process.** It is the intent of the Department 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, the Department will conform with its written procedures for procurements (pursuant to C.G.S. § 4-217) and the State's Code of Ethics (pursuant to C.G.S. §§ 1-84 and 1-85).
- 2. Screening Committee.** The Department will designate a Screening Committee to evaluate proposals submitted in response to this RFP. The contents of all submitted proposals, including any confidential information, will be shared with the Screening Committee. Only proposals found to be responsive (that is, complying with all instructions and requirements described herein) will be reviewed, rated, and scored. Proposals that fail to comply with all instructions will be rejected without further consideration. Attempts by any proposer (or representative of any proposer) to contact or influence any member of the Screening 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 Table of Contents / Proposal Outline; and (4) be complete. Proposals that fail to follow instructions or satisfy these minimum submission requirements will not be reviewed further. The Department 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 according to the established criteria. The criteria are the objective standards that the Screening Committee will use to evaluate the technical merits of the proposals. Only the criteria listed below will be used to evaluate proposals. The criteria are weighted according to their relative importance. The weights are disclosed below.
 - Organizational Profile (20)
 - Scope of Services – Deliverables/Products/Work Plan (40)
 - Staffing Plan (10) *see note*
 - Budget and Budget Narrative (30)

Note:

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

- 5. Proposer Selection.** Upon completing its evaluation of proposals, the Screening 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 the Department. 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 Department's discretion, about the outcome of the evaluation and proposer selection process.

- 6. Debriefing.** Within ten (10) days of receiving notification from the Department, unsuccessful proposers may contact the Official Contact and request information about the evaluation and proposer selection process. The e-mail sent date or the postmark date on the notification envelope will be considered "day one" of the ten (10) days. If unsuccessful proposers still have questions after receiving this information, they may contact the Official Contact and request a meeting with the Department to discuss the evaluation process and their proposals. If held, the debriefing meeting will not include any comparisons of unsuccessful proposals with other proposals. The Department will schedule and hold the debriefing meeting within fifteen (15) days of the request. The Department will not change, alter, or modify the outcome of the evaluation or selection process as a result of any debriefing meeting.
- 7. Appeal Process.** Proposers may appeal any aspect the Department's competitive procurement, including the evaluation and proposer selection process. Any such appeal must be submitted to the Department head. A proposer may file an appeal at any time after the proposal due date, but not later than thirty (30) days after an agency notifies unsuccessful proposers about the outcome of the evaluation and proposer selection process. The e-mail sent date or the postmark date on the notification envelope will be considered "day one" of the thirty (30) days. The filing of an appeal shall not be deemed sufficient reason for the Department to delay, suspend, cancel, or terminate the procurement process or execution of a contract. More detailed information about filing an appeal may be obtained from the Official Contact.
- 8. 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.
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.

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.
- 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

This section provides background information about the Department, program, and requirements for the proposal.

A. DEPARTMENT OVERVIEW

Mission Statement for the Department of Public Health

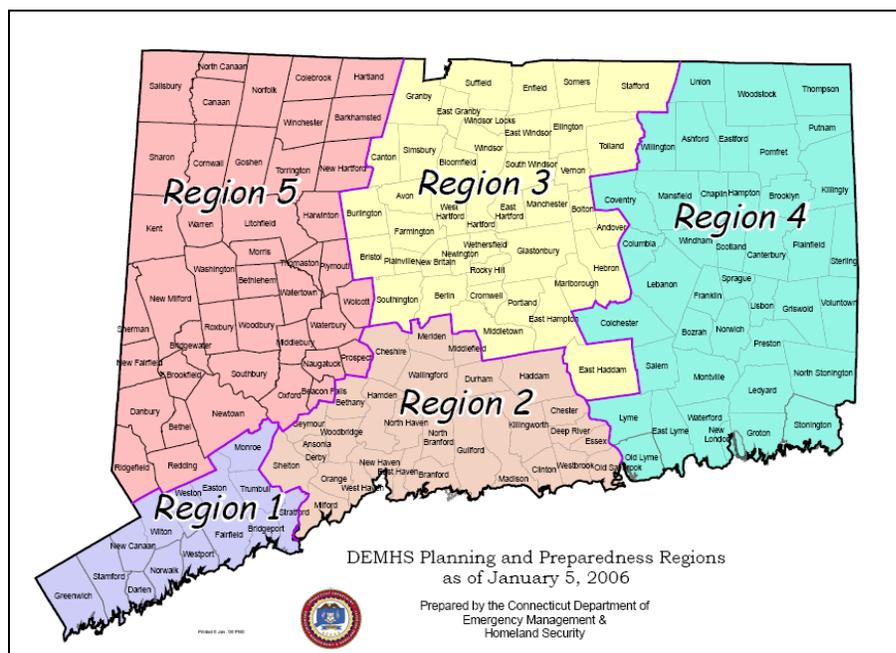
To protect and improve the health and safety of the people of Connecticut by:

- Assuring the conditions in which people can be healthy;
- Promoting physical and mental health, and
- Preventing disease, injury, and disability.

The Connecticut Department of Public Health is the state's lead agency in public health policy and advocacy. The Department is the center of a comprehensive network of public health services, and is a partner to local health departments and districts 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. It is a source of accurate, up-to-date health information for the Governor, Legislature, federal government and local communities.

Connecticut's public health infrastructure includes 75 local health departments, including 51 full-time departments and districts, and 24 part-time departments. The full-time health departments serve approximately 3,326,803 people or 95% of the State's population residing in 169 municipalities. There are two additional health departments associated with the State's tribal nations. Connecticut does not have county-level government, so the Department of Public Health performs a number of services that would normally be carried out at that level of government.

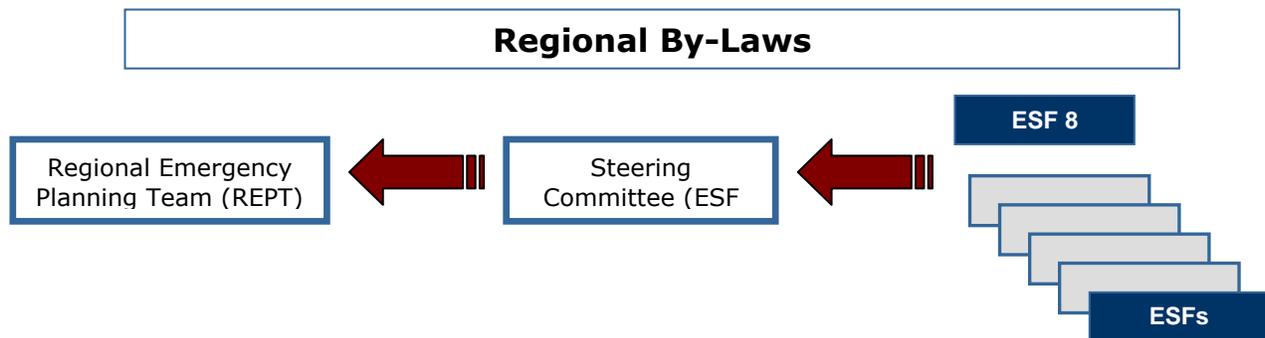
The Department of Public Health is also the lead administrative and planning agency for public health emergency preparedness and response. Over the past ten years, the Department has collaborated with federal, state, regional, and local partners to improve the state's ability to respond to a wide range of emergencies, including biological, chemical, radiological, and natural disasters that impact the public's health. For public health preparedness planning purposes, local health departments are organized by the five Department of Emergency Services and Public Protection, Division of Emergency Management and Homeland Security (DEMHS) planning and preparedness regions (see map below).



Regional Emergency Planning Teams (REPTs) were established based on the concept of expanded mutual aid (expressed formally in CGS §28-22a) with governance established through each REPT's bylaws. The REPTs are self-governing entities where constituent municipal executives come together to determine regional needs and joint solutions.

DEMHS works with each region's REPT to guide the strategic planning process, ensuring that regional plans are locally driven and supported, as well as consistent with state and national Homeland Security priorities. The REPTs have a multi-year budget process, based on regional priorities that address identified region-wide emergency preparedness deficits.

The regions are organized according to the National Response Framework, using a functional approach that groups capabilities into Emergency Support Functions (ESFs). The ESFs provide the planning, support, resources, program implementation, and emergency services that are most likely to be needed during an emergency. ESF8: Public Health and Medical Services meet on a regular basis in each of the regions.



DEMHS Regional Coordinators are located in five offices around the state and assist in preparation of local emergency plans. They serve as the primary interface with the local officials (Emergency Managers and Chief Elected Officials) in each of the 169 towns in Connecticut.

■ B. PROGRAM OVERVIEW

For the past ten years, the Department has managed the Department of Health and Human Services' (DHHS) Centers for Disease Control and Prevention (CDC) Public Health Emergency Preparedness (PHEP) Cooperative Agreement. These funds are intended to upgrade state and local public health jurisdictions' preparedness and response to public health threats and emergencies. The PHEP cooperative agreement is a critical source of funding, guidance, and technical assistance for state, territorial, and local public health departments. Preparedness activities funded by the PHEP cooperative agreement are targeted specifically for the development of emergency-ready public health departments that are flexible and adaptable. These efforts support the [National Response Framework](#), which guides how the nation responds to all types of hazards including infectious disease outbreaks; natural disasters; biological, chemical, and radiological incidents; and explosions. Funding under this program must also comply with the Pandemic and All-Hazards Preparedness Act (PAHPA) P.L.109-417, requiring each state to meet preparedness goals of the [National Health Security Strategy](#).

For the new five-year Public Health Emergency Preparedness (PHEP) cooperative agreement that takes effect August 10, 2011, CDC is implementing public health preparedness capabilities to assist state and local health departments with their strategic planning. The capabilities provide national standards for demonstrating and measuring public health preparedness. Capabilities and planning process are described in the document, [Public Health Preparedness Capabilities: National Standards for State and Local Planning](#).

Capability 1: *Community Preparedness* is the ability of communities to prepare for, withstand, and recover from public health incidents. This capability requires a jurisdictional vulnerability analysis to identify risks to health and the public health, medical, and behavioral health system. The CDC suggests the [Hazard Risk Assessment Instrument](#) developed by the University of California, Los Angeles, Center for Public Health and Disaster as a tool for conducting the analysis.

Risk analyses have been conducted at the local level by emergency management directors and local health departments and districts. However, the level and quality of risk analysis varies across communities, information has not been compiled at the regional or state levels, and the analyses do not always address public health implications.

The goal of this project is to complete a statewide risk analysis that will guide future public health, medical and behavioral health preparedness planning and funding priorities. It is expected the project can be completed through research of existing documents and probability information, discussion with subject matter experts, and public health, medical and behavioral health professionals at regional ESF8 meetings.

■ C. MAIN PROPOSAL COMPONENTS

1. Applicant Requirements and Organizational Profile:

The proposal must contain a completed Cover Sheet / Applicant Information Form (see Section IV.A. Application Forms).

The proposal must describe the organization or business, including its purpose, services provided, and length of time in operation.

The proposal must include a description of prior experience the organization has had in carrying out similar projects, including: (1) a working knowledge of public health preparedness in Connecticut; and (2) conducting risk assessment and hazard vulnerability analysis. Provide at least two references (with telephone numbers) that may be contacted to support the description of your experience.

The proposal must identify current and previous contracts received from the Department over the last two years, including dollar amounts and status. If the organization does not have current or prior contract experience with the Department, identify grants/contracts from other government agencies the organization has managed.

2. Scope of Services

- I. Conduct a state-wide risk analysis that identifies potential hazards, vulnerabilities, and risks that would have a human impact requiring a public health and medical response and could impact or interrupt public health, medical and behavioral health services and infrastructure. The jurisdictional risk analysis must include at a minimum the following elements:
 - a. A definition of risk
 - b. Description and locations of at-risk populations (use of Geospatial Information System or other mechanism to map locations is desirable, but not required)
 - c. Evidence of community involvement in determining areas for risk analysis or hazard mitigation
 - d. Analysis of potential loss or disruption of essential services such as clean water, sanitation, or the interruption of healthcare services, public health agency infrastructure
 - e. A suggested resource for the assessment is the *Hazard Risk Assessment Instrument*, University of California, Los Angeles, Center for Public Health and Disaster, which can be downloaded from <http://www.cphd.ucla.edu/hrai.html>
- II. Develop a ranked listing of possible hazards based on the probability of occurrence in the jurisdiction.

- III. Provide a risk analysis of the potential vulnerability of the jurisdiction and/or a public health agency as it is affected by the impact of the hazard. The analysis should address but not be limited to the potential loss or disruption of essential services including but not limited to clean water, sanitation, or the interruption of healthcare services, public health infrastructure.
- IV. Score the severity of the impact of the potential hazard.
- V. Analyze risk based upon the potential for vulnerability and the severity of the hazard's impact.
- VI. Consult with public health and non-public health subject matter experts (e.g., emergency management) to obtain input and assistance in identifying jurisdictional and statewide hazards and performing risk analysis.
- VII. Identify and obtain inputs from emergency management risk analysis data, health department programs, and other applicable sources, that identify and prioritize jurisdictional hazards and health vulnerabilities.
- VIII. Develop and manage a line item budget.

3. Deliverables / Products / Work Plan

- I. Provide summary documentation of consultation with public health and non-public health subject matter experts to obtain input and assistance in identifying jurisdictional and statewide hazards and performing risk analysis.
- II. Report on inputs obtained from emergency management risk analysis data, health department programs, and other applicable sources, that identify and prioritize jurisdictional hazards and health vulnerabilities.
- III. A statewide risk analysis that defines risk; provides locations of vulnerable populations and how they were determined; demonstrates involvement from local and state-wide public health system partners; and assesses and ranks potential loss or disruption of essential public health and medical services, or infrastructure based on various hazards.
- IV. Complete a Work Plan Form to demonstrate the sequencing of deliverable / product completion (*see Section IV.A. Application Forms*).
- V. Final expenditure reports.

4. Staffing Plan

The proposal must describe the staff assigned to this project, including management and supervisory lines if appropriate. The proposal must briefly describe the extent to which staff has the appropriate training and experience to carry out the scope of services. The staff described in this section must match staff listed in the proposal budget.

5. Data and Technology Requirements

GIS software requirement: ESRI or compatible system for the "locations of at-risk populations" project component.

6. Subcontractors See Attachment IV.A. Forms.

■ D. COST PROPOSAL COMPONENTS

- 1. Financial Requirements – Profile:** Provide a profile of the organization describing its financial condition.
- 2. Budget Requirements – Budget and Budget Narrative**

Completion of required budget forms (See Attachments Section IV.A. Application Forms)

The maximum amount of the bid 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 is subject to change during the contract award negotiations.

The State of Connecticut is exempt from the payment of excise, transportation and sales taxes imposed by the Federal and/or state government. Such taxes must not be included in contract prices.

IV. ATTACHMENTS

- **A. APPLICATION FORMS:** *The following forms must be completed and included in the proposal submission as directed.*

1. Cover Sheet / Applicant Information Form	22
2. Budget Form Instructions	24
3. Budget Summary	25
4. Budget Justification	26
5. Instructions – Subcontractor Schedule A Detail	27
6. Subcontractor Schedule A Detail Form	27
7. Work Plan Form	28
8. Staffing Form	29
9. OPM Consulting Agreement Affidavit	30
10. Workforce Analysis	31
11. Notification to Bidders.	32
12. Contract Compliance Policy Statement	33

- **B. INFORMATIONAL ATTACHMENTS:** *The following attachments are for your information only. These attachments will be used for applicants awarded funding and will be requested during the contract development process.*

1. Nondiscrimination Certifications	34
2. Code of Ethics	36
3. False Claims Act Notification	37
4. False Claims Act Policy	43
5. False Claims Act Procedure	47
6. SEEC Form 11	50

COVER SHEET / APPLICANT INFORMATION FORM**REQUEST FOR PROPOSAL****RFP #2012-0914****Hazard Vulnerability Analysis****CONNECTICUT DEPARTMENT OF PUBLIC HEALTH****Public Health Preparedness****Applicant Information**

Applicant Agency Legal Name: _____

Address: _____

City/Town: _____ State _____ Zip Code _____

Telephone: _____ FAX: _____ Email Address: _____

Contact Person: _____ Title: _____

Telephone: _____ Email Address: _____

TOTAL COST of BID: _____

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 applicant, the applicant has the legal authority to apply for this funding, the applicant will comply with applicable state and federal laws and regulations, and that I am a duly authorized signatory for the applicant.

Signature of Authorizing Official: _____

Date _____

Name of Authorizing Official: _____ Title: _____

The applicant agency is the agency or organization, which is legally and financially responsible and accountable for the use and disposition of any awarded funds. Please provide the following information:

- Full legal name of the organization or corporation as it appears on the corporate seal and as registered with the Secretary of State
- Mailing address of agency
- Main telephone number and Fax number of agency
- Principal contact person for the application (person responsible for developing application)
- Telephone number and e-mail address of contact person
- Total cost of bid in response to the RFP

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

Cover Sheet / Applicant Information Form (Continued)

PLEASE LIST THE AGENCY CONTACT PERSONS RESPONSIBLE FOR COMPLETION AND SUBMITTAL OF:

Contract and Legal Documents/Forms:

Name	Title	Telephone
Street	Town	Zip Code
Email		Fax

Program Progress Reports:

Name	Title	Telephone.
Street	Town	Zip Code
Email		Fax

Financial Expenditure Reporting Forms:

Name	Title	Telephone
Street	Town	Zip Code
Email		Fax

Incorporated: <input type="checkbox"/> YES <input type="checkbox"/> NO	Agency Fiscal Year:
-------------------------------------------------------------------------------	----------------------------

Type of Agency: <input type="checkbox"/> Public <input type="checkbox"/> Private <input type="checkbox"/> Profit <input type="checkbox"/> Non-Profit <input type="checkbox"/> Other	If Other, Explain:
--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--------------------

Federal Employer I.D. No.	Town Code No:
Medicaid Provider Status: <input type="checkbox"/> YES <input type="checkbox"/> NO	Medicaid Number:
Minority Business Enterprise (MBE): <input type="checkbox"/> YES <input type="checkbox"/> NO	
Women Business Enterprise (WBE): <input type="checkbox"/> YES <input type="checkbox"/> NO	

INSTRUCTIONS FOR BUDGET SUMMARY

1. 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

2. Line #11 **Contractual (Subcontracts)** provide the total of all subcontracts and complete Subcontractor Schedule.

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

3. Lines #6 - #13 complete categories as appropriate.

4. Line # 14: 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.

5. **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.**

6. **Administrative and General Costs** 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. 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.

Please review the OPM website on [Cost Standards](#) for more information.

7. **Other Income** includes program income such as in-kind contributions, fees collected, or other funding sources. Provide a brief explanation in the Budget Justification.

8. **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. Not applicable, this contract is for less than one year.

INSTRUCTIONS FOR BUDGET JUSTIFICATION

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.

Example:

Line Item (Description)	Amount	Justification with Breakdown of Costs
Travel	\$730	1,659 miles @ .44 = \$730.00 outreach workers going to meetings and site visits.

BUDGET SUMMARY FORM

Category	Amount
Personnel:	
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: %	
6) Travel \$ per mile X miles	
7) Training	
8) Educational Materials	
9) Office Supplies	
10) Medical Materials	
11) Contractual (Subcontracts)***	
12) Telephone	
13) Advertising	
14) Other Expenses (List Below)	
a)	
b)	
c)	
d)	
e)	
f)	
15) Administrative and General Costs	
Total Cost	
Other Program Income:	

*** Complete Subcontractor Detail Form

INSTRUCTIONS FOR SUBCONTRACTOR DETAIL

1. Provide the detail for each subcontract referencing the corresponding program of the contract. Detail must be provided for each subcontractor. If it is not known who the subcontractor will be, an estimated amount and anticipated budget detail should be provided. (Submit the actual detail when it is available).
2. 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.
3. A separate subcontractor schedule must be completed for each program included in the contract. For example: The contractor is providing both a Needle Exchange program and an AIDS Prevention Education Program. If Subcontractor "A" is providing services to both programs, there must be a separate budget for each program.
4. If space allowed is not sufficient for large or complex subcontract budgets, the Budget Summary format may be used instead.
5. Choose a category below for each subcontract using the basis by which it is paid:
 A. Budget Basis **B. Fee for Service** **C. Hourly Rate.**

Example A. Budget Basis

Outreach Educator \$20/hr x 20hrs/wk x 50wks	\$20,000
Travel 590 miles @ .50 cents/mile	295
Supplies	500
Total	\$20,795

Example B. Fee for Service:

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

Example C. Hourly Rate:

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

SUBCONTRACTOR DETAIL FORM

Complete the following detail for each program and subcontractor

Program:

Subcontractor Name:

Address:

Telephone: () (-)

Select One: **A** Budget Basis **B** Fee-for-Service **C** Hourly Rate

Indicate One: Minority Business Women Business Neither

Line Item	Amount
Total Subcontract Amount:	

Work Plan (include as many blank pages as needed)

Services to be Provided	Activities	Staff Position(s) Responsible	Estimated Date of Completion

Staffing Form is OPTIONAL

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				

IMPORTANT *Attach curriculum vitae 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:

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:
City and State:

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

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

Job Categories	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 of 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

1. 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: _____

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.

INSTRUCTION: 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 the "Notification to Bidders" form.

Signature

Date

On behalf of:

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.

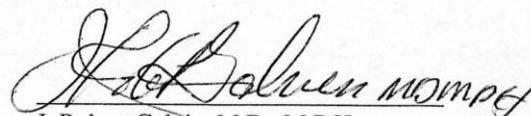
This Department will not knowingly do business with any contractor, subcontractor or supplier of materials who unlawfully discriminates against members of any class protected under state or federal law. Contractors whose overall employment statistics are not reflective of the general employment area 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.

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

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

“CGMS”	The Connecticut Department of Public Health, Contracts & Grants Management Section
“Department”	The State of Connecticut Department of Public Health
“FCA”	False Claims Act
“PFCRA”	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.

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.

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

5.0 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.

6.0 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.

7.0 Definitions and Acronyms

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

7.1 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

7.2 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.



False Claims Act (Policy)

PL-CGMS C-001
Revision: 1.0
Effective Date:
05/21/2010

8.0 Process

8.1 Dissemination to the Department's New Employees

8.1.1 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.

8.1.2 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.

8.2 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.

8.3 Dissemination to Contractors and Qualified Providers

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

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

8.3.3 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.

8.3.4 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.

9.0 Records

9.1 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 Yrs. From end date of contract(s)	CGMS Contract File

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



False Claims Act (Policy)

PL-CGMS C-001
Revision: 1.0
Effective Date:
05/21/2010

10.0 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.

11.0 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.

12.0 Definitions and Acronyms

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

12.1 Acronyms

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

12.2 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.

13.0 Compliance

13.1 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.

13.2 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.

13.3 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.



False Claims Act (Procedure)

PR-CGMS C-001
Revision: 1.0
Effective Date:
05/21/2010

APPROVAL SIGNATURES

DATE

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

14.0 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.

15.0 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.

16.0 Definitions and Acronyms

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

16.1 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

16.2 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.



False Claims Act (Procedure)

PR-CGMS C-001
Revision: 1.0
Effective Date:
05/21/2010

17.0 Process

17.1 Dissemination to the Department’s New Employees

17.1.1 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.

17.1.2 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.

17.2 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.

17.3 Dissemination to Contractors and Qualified Providers

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

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

17.3.3 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.

17.3.4 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.

18.0 Records

18.1 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 Yrs. 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.