

State of Connecticut
Department of Social Services

Care Management Program



Request For Qualifications

STATE OF CONNECTICUT
DEPARTMENT OF SOCIAL SERVICES

Care Management Program

Request for Qualifications

The Department of Social Services (Department) has issued this Request for Qualifications (RFQ) to obtain care management and related administrative services for individuals who qualify for Medicaid due to age, blindness or disability (ABD). Respondents must demonstrate their qualifications to serve as a Medicaid Care Management Plan including special experience and expertise in managing the care of individuals who are aged, blind or disabled or who are experiencing one or more chronic health care conditions. Respondents must currently have a contract with the Department for the HUSKY A, HUSKY B and Charter Oak managed care programs.

The Department shall amend the existing managed care contract for each entity that meets the minimum qualifications based on its responses to the RFQ. The amendment will extend care management responsibilities to the populations noted above.

Qualification submissions must be received at the Department no later than 3:00 p.m. eastern standard time on February 8, 2010. Qualification submissions received after the stated due date and time may be accepted by the Department as a clerical function but will not be evaluated. Qualifications that are not evaluated shall be retained for thirty days after the resultant contract amendments are executed, after which the submissions will be destroyed.

The Department will post the complete "Scope of Services" as Appendix 9 to this RFQ by January 7, 2010.

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

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Department of Social Services
Contract Administration
25 Sigourney Street
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The Department of Social Services is an Equal Opportunity/Affirmative Action Employer. Persons who are deaf or hard of hearing may use a TDD by calling 1-800-842-4524.

Questions or requests for information in alternative formats must be directed to the Contract Administration Office at 860-424-5693. The Department of Social Services reserves the right to reject any and all submissions or cancel this procurement at any time if it is deemed in the best interest of the State.

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S ECTION I - OVERVIEW OF THE DEPARTMENT AND THE PROGRAM

A. PURPOSE OF THIS REQUEST FOR QUALIFICATIONS AND OVERVIEW OF THE CARE MANAGEMENT PROGRAM

The Department of Social Services (“Department”) is authorized to offer care management to Medicaid fee-for-service recipients who qualify for Medicaid due to age, blindness or disability (ABD) for the purpose of improving patient care and reducing unnecessary service use. Connecticut is soliciting applications from managed care organizations who currently serve the Department’s HUSKY population to provide care-management services tailored to the specific needs of our Medicaid ABD population.

Connecticut currently has approximately 26,000 Medicaid ABD recipients who are eligible for Medicaid only. These individuals will be covered in the contract amendment(s) resulting from this RFQ. Connecticut also has approximately 75,000 Medicaid ABD recipients who are also eligible for Medicare. These so called “dual eligible” individuals are not included in this Care Management Program initiative at this time. However, the Department reserves the right to expand the initiative to include dual eligibles or other populations in the future.

Medicaid covered services for these recipients are currently administered by the Department. Select services are subject to prior authorization by the Department’s Medical and Clinical Review Team. These services include but are not limited to medical equipment devices and supplies; physical and occupational therapies; Intermediate Care Facilities for Mental Retardation (ICF-MR); home health, psychiatric hospitalization, and mental health group home services. General hospital and chronic disease hospital services are subject to prior authorization by an independent PRO-like contractor. As of February 1, 2010, a new contractor will assume responsibility for Pre-Admission Screening Resident Review and authorization of nursing home admissions.

Under the proposed care management initiative the Department will enter into non-risk contract amendments with two or three care management plans (CMPs) to perform certain administrative functions for recipients who qualify for Medicaid on the basis of age or disability status. This includes individuals who are aged, blind, disabled including those who reside in the community or in a skilled nursing facility or other long term care facility. The CMPs will be responsible for providing a range of management services such as call center services (i.e., referral assistance, benefit information), predictive modeling, health risk assessment, utilization management, care coordination, care management and provider profiling and other administrative services (refer to the Scope of Services Appendix 9 for a more complete listing of the CMP responsibilities. The Scope of Services will be posted at a later date no later than January 7, 2010). The CMPs will not be responsible for establishing a provider network or paying claims. Instead, recipients will continue, without limitation, to use the existing Medicaid fee-for-service network. Claims will be processed by the Medicaid Management Information System (MMIS) at rates established in the Connecticut Medicaid State Plan.

Recipients will choose a primary care provider (PCP) or one will be assigned by their CMP. However, recipients will not be restricted to the assigned provider if they choose to go elsewhere. The primary care provider will not serve as a gatekeeper to specialty services.

Recipients will be given a notice to choose a CMP approximately 30 days prior to the start of the initiative. New applicants will be given a choice at the time that they are determined eligible for Medicaid. Those who do not select a CMP will be default enrolled in a CMP on a rotating basis. Recipients will be given a free look of 60-90 days and then locked into their choice of CMP for 12 months. Recipients will be permitted to change CMPs during the 12-month period for reasonable cause as determined by the Department. The Department will retain the ability to conduct utilization review internally for newly enrolled individuals who use services that require prior authorization, but who have not yet enrolled in a CMP.

The Department of Social Services and its sister agencies, the Department of Developmental Disabilities (DDS) and the Department of Mental Health and Addiction Services (DMHAS) also administer a number of home and community based waiver (HCBW) programs. Medicaid ABD individuals may be enrolled in an HCBW program. The CMPs will be required to coordinate with HCBW programs. HCBW programs will retain management authority with respect to waiver services, such as home-maker, companion, personal care assistance, and rehabilitation services. The CMP will be required to authorize and manage acute care and other medical services that are used by these waiver enrolled individuals and that typically are not part of the individuals care plan under the HCBW waiver program.

The Department recently conducted an open procurement for the HUSKY A Medicaid managed care program and the HUSKY B SCHIP program. The procurement process included questions and information on the possibility of expanding managed care to include Medicaid ABD recipients. Three managed care organizations were selected; Aetna Better Health, AmeriChoice, and Community Health Network of Connecticut. These entities began operation as fully capitated HUSKY managed care organizations in the fall of 2008.

This Request for Qualifications (RFQ) will provide each of these entities with the opportunity to serve as a CMP in the new managed Medicaid ABD initiative. The Department will amend the existing managed care agreement for each entity that meets the minimum qualifications based on its response to this RFQ. The amendment will extend their care management responsibilities to the above noted populations.

The resultant contract will be non-risk for the services that result from this RFQ, however, the risk arrangement for the existing contract will remain (HUSKY A, HUSKY B and Charter Oak). The CMPs will not pay claims nor will they be at-risk for the cost of services. The payment for services under this amendment will be an all-inclusive administrative per member per month (PMPM) fee. To ensure that the CMPs are effective in their role as care managers, the Department will subject the administrative PMPM fee to a 10% withhold that will be returned based on the CMPs' ability to meet certain performance targets in areas such as quality, utilization

and cost. The withhold is not an incentive fee; it represents a reduction to the CMPs' base administrative payment that can be earned back as the CMPs demonstrate their ability to meet and exceed the contracted performance standard requirements.

B. OVERVIEW OF THE DEPARTMENT OF SOCIAL SERVICES

The Department provides a broad range of services to older adults, persons with disabilities, families, and persons who need assistance in maintaining or achieving their full potential for self-direction, self-reliance, and independent living. It administers more than ninety legislatively authorized programs and about one-third of the State budget. By statute, it is the State agency responsible for administering human service programs sponsored by Federal legislation including the Rehabilitation Act, the Food, Conservation and Energy Act of 2008, the Older Americans Act, and the Social Security Act. The Department is also designated as a public housing agency for administering the Section 8 Program under the Federal Housing Act.

The Commissioner of Social Services heads the Department and there are Deputy Commissioners for Administration and Programs. There is a Regional Administrator responsible for each of the Department's three geographic service regions. By statute, there is a Statewide Advisory Council to the Commissioner of Social Services and each geographic service region must have a Regional Advisory Council.

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

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

S ECTION II - OVERVIEW OF THE PROCUREMENT PROCESS

A. ISSUING OFFICE AND CONTRACT ADMINISTRATION

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

Marcia McDonough

State of Connecticut Department of Social Services
Contract Administration – Procurement Unit

25 Sigourney Street

Hartford, CT 06106

Telephone: 860-424-5214

Fax: 860-424-5800

E-mail: Marcia.McDonough@ct.gov

All questions, comments, submissions, and other communications with the Issuing Office regarding this RFQ must be submitted in writing directed to the Issuing Office and must be clearly identified as pertaining to the Care Management Plan Request for Qualifications (CMP RFQ)

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

B. PROCUREMENT SCHEDULE AND IMPLEMENTATION TIMELINE

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

Contract Amendment Implementation Key Dates Timeline

DSS	RFQ Release	December 30, 2009
DSS	Posting/release of the Department's Appendix 9 – Scope of Services	January 7, 2010
DSS	Submission of written questions and Letter of Intent	January 14, 2010
DSS	Posting/release of the Department's official responses to questions (Questions/Answers Addendum)	January 21, 2010
Bidders	RFQ Response Due	February 8, 2010
DSS	Contractor Evaluation and Selection	February 19, 2010
DSS	Contract Amendment Award	February 26, 2010
DSS	Authorization File Specifications Provided to Contractors	March 1, 2010
DSS and Recipients	Pre-Notification Mailing to Eligible Recipients	April 1, 2010
DSS	Eligibility Test File Provided to Contractors	April 9, 2010
Contractors	Eligibility Test File Uploaded and Run	April 14, 2010
DSS and Contractors	Full Cycle Authorization File Testing Begins	April 15, 2010
DSS and Contractors	Eligibility Test File Issues Addressed	April 28, 2010
DSS and Contractors	Full Cycle Authorization File Testing Ends	April 29, 2010
DSS and Contractors	Readiness Review On-Site	May 3-5, 2010
DSS and Contractors	Readiness Review Cure Period	May 10-17, 2010
DSS	Contractor Readiness GO/NO-GO Date	May 17, 2010
DSS and Recipients	Choice Period Opens with Notification of Enrollment Change to Eligible Recipients	May 18, 2010

DSS and Recipients	Choice Period Closes	June 22, 2010
DSS	Initial Recipient Roster Provided	June 22, 2010
DSS	Final Recipient Roster Provided	June 25, 2010
Contractors and Recipients	CMP Begins	July 1, 2010
DSS	Provide Prior Authorization File and Claims History for Enrolled Recipients	July 7, 2010

C. RESPONDENT QUESTIONS and MANDATORY LETTER OF INTENT

Interested respondents may submit questions regarding this RFQ to the Issuing Office by fax or e-mail directed to the Issuing Office. Questions must be submitted by January 14, 2010. It is solely the respondent's responsibility to ensure and verify the Department's receipt of questions.

Official responses to all questions shall be in a Questions/Answers Addendum to this RFQ posted on the State Procurement/Contracting Portal at http://www.das.state.ct.us/Purchase/Portal/Portal_Home.asp.

The Department's Questions /Answers Addendum shall be posted to the DAS and the Department's Portal by January 21, 2010.

Interested Respondents **SHALL** submit a mandatory nonbinding Letter of Intent (LOI) to the Issuing Office to advise the Department of Social Services of their intent to submit an RFQ response. The LOI must be received by the Issuing Office no later than 3:00 p.m. eastern standard time on January 14, 2010.

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

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

Interested Respondents must submit a letter of intent to be considered

D. EVALUATION AND SELECTION

It is the Department's intent to conduct a comprehensive, fair, and impartial evaluation of submissions received in response to this RFQ. Only submissions found to be responsive to this RFQ will be evaluated. A responsive submission must comply with all instructions listed in this RFQ. The evaluation will be based on the following criteria:

- Qualifications of Respondent
- Experience of Respondent with Similar Populations
- References
- Scope of Services
- Cost

E. CONTRACT AMENDMENT EXECUTION

The resultant contract amendment is subject to State contracting procedures. Note that the resultant contract amendment becomes executed upon the signature of the Commissioner of the Department of Social Services. No financial commitments can be made unless and until the resultant contract amendment has been fully executed.

F. RESPONDENT DEBRIEFING

The State will notify all respondents of any award issued by it as a result of this RFQ. Unsuccessful respondents may request a meeting for debriefing and discussion of their submission by writing the Issuing Office at the address provided above. Debriefing will not include any comparisons of submissions with other submissions.

G. RIGHTS RESERVED

Upon determination that its best interests would be served, the Department shall have the right to do the following:

1. Cancellation - Cancel this procurement at any time before the contract amendment award.
2. Amendment of procurement - Amend this procurement at any time before contract amendment award.
3. Refusal to accept - Refuse to accept or return accepted submissions that do not comply with procurement requirements.

4. Rejection of incomplete submission - Reject any submission in which any part of the submission is incomplete or in which there are significant inconsistencies or inaccuracies (the State reserves the right to reject all submissions).
5. Prior contract default - Reject the submission of any respondent in default of any prior contract or for the misrepresentation of material presented.
6. Receipt of submissions after stated due date - Reject or refuse to evaluate any submission that is received after the stated due date.
7. Written clarification - Require respondents, at their own expense, to submit written clarification of submissions in a manner or format that the Department may require.
8. Oral clarification - Require respondents, at their own expense, to make oral presentations at a time selected and in a place provided by the Department.

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

9. Onsite visits - Make onsite visits to the operational facilities of respondents to further evaluate the respondent's capability to perform the duties required in this RFQ.
10. Allowance of submission changes - Except as may be authorized by the Department, allow no additions or changes to the original submission after the stated due date.
11. Property of the State - Own all submissions submitted in response to this procurement upon receipt by the Department.
12. Separate service negotiation - Negotiate separately any services in any manner needed to serve the best interest of the State.
13. All or any portion - Contract for all or any portion of the Scope of Services or tasks contained in this RFQ.
14. One or more respondents - Contract with one or more respondents.

15. Submission most advantageous - Consider cost and all factors in determining the most advantageous submission for the Department when awarding a respondent the right to negotiate a contract with the Department (while cost is a factor in determining the respondent to be awarded the right to negotiate a contract with the Department, price alone shall not determine the successful respondents).
16. Technical defects - Waive technical defects, irregularities, and omissions, if in its judgment the best interest of the Department shall be served.
17. Privileged and confidential information - Share the contents of any submission with any of its designees for purpose of evaluating submissions to make an award (the contents of all meetings including the first, second, and any subsequent meetings and all communications in the course of negotiating and arriving at the contract periods shall be privileged and confidential).
18. Best and Final Offers - Seek Best and Final Offers (BFO) on price from respondents upon review of the scored criteria (in addition, the Department reserves the right to set parameters on any BFOs it receives).
19. Unacceptable submissions - Reopen the bidding process if advantageous to the Department.

H. **SUBMISSION PRESENTATION EXPENSES**

The State of Connecticut and the Department assume no liability for payment of expenses incurred by respondents in preparing and submitting submissions in response to this procurement.

I. **SUBMISSION DUE DATE AND TIME**

The Issuing Office must receive submissions no later than 3:00 p.m. eastern time on February 8, 2010 Respondents must address all RFQ communications to the Issuing Office. The Issuing Office will accept Qualification Submissions in **one of the following methods:**

Postal mail - The Department will not consider a postmark date as the basis for meeting the submission due date and time. Respondents shall not interpret or otherwise construe receipt of a submission after the stated due date and time as acceptance of the submission, since the actual receipt of the document is a clerical function. The Department suggests the respondent use certified or registered mail to deliver the submission when the respondent is not able to deliver the submission by courier or in person.

Hand delivery - Respondents that are hand-delivering submissions will not be granted access to the building without photo identification and must allow extra time for security procedures.

J. ACCEPTANCE OF SUBMISSION CONTENTS

Contingent upon successful award, the contents of this RFQ and the submission of the successful bidder will form the basis of contractual obligations in the final contract. The resulting contract amendment shall be attached to the Respondents existing Purchase of Service (POS) contract. Appendix I includes additional provisions to existing Standard Terms and Conditions. The respondent's submission must include a "Signatory Acceptance" (Appendix II), without qualification, the additional terms and conditions as included in Appendix I. A successful respondent may not suggest alternate language after having accepted without qualification the Terms and Conditions as specified in the POS. Any submission that fails to comply in any way with this requirement may be disqualified as non-responsive. The Department is solely responsible for rendering decisions in matters of interpretation on all terms and conditions.

K. DECLARATION AND PROTECTION OF PROPRIETARY INFORMATION

Due regard shall be given to the protection of proprietary information contained in all submissions received; however, respondents must be aware that all materials associated with this procurement are subject to the terms of the Freedom of Information Act (FOIA), the Privacy Act, and all rules, regulations, and interpretations resulting there from. The respondent must provide convincing explanation and rationale to justify each exception from release consistent with C.G.S. §1-210 to claim proprietary exemption.

It will not be adequate for respondents to merely state generally that the submission is proprietary in nature and therefore not subject to release to third parties to claim an exemption. Price and cost alone do not meet exemption requirements. The particular pages or sections of the submission that a respondent believes are proprietary must be specifically identified as such. The rationale and explanation must be stated in terms of the prospective harm to the respondent's competitive position that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the above-cited statute. The Proprietary Declaration must be located immediately following the Table of Contents.

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

L. AFFIRMATIVE ACTION

Regulations of Connecticut State Agencies §46a68j-3(10) requires agencies to consider the following factors when awarding a contract that is subject to contract compliance requirements:

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

M. RESULTANT CONTRACT AMENDMENT PERIOD AND NUMBER OF AWARDS

The resultant contract amendment period to provide care management and related administrative services for individuals enrolled in the Department's Medicaid fee for service program resulting from this RFQ shall run concurrently with the existing contract.

The Department reserves the right to award more than one contract amendment.

N. FREEDOM OF INFORMATION

Due regard will be given to the protection of proprietary information contained in all submissions received; however, respondent's shall be aware that all materials associated with this procurement are subject to the terms of the Freedom of Information Act (FOIA), the Privacy Act, and all rules, regulations, and interpretations resulting there from. The respondent must provide convincing explanation and rationale to justify each exception from release consistent with CGS §1-210 to claim proprietary exemption.

It will not be sufficient for respondents to merely state generally that the submission is proprietary in nature and therefore not subject to release to third parties to claim an exemption. Price and cost alone do not meet exemption requirements. The particular pages or sections of the submission that a respondent believes are proprietary must be specifically identified as such. The rationale and explanation must be stated in terms of the prospective harm to the respondent's competitive position that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the above-cited statute.

In any case, the narrative portion of the submission may not be exempt from release. Between the respondent and the State, the final administrative authority to release or exempt any or all material so identified rests with the State.

SECTION III – SUBMISSION CONTENT REQUIREMENTS

To be considered as qualified, a responsive submission must include a response to each content requirement that begins with To provide a responsive submission, **THE RESPONDENT SHALL**.

A. **DELIVERY CONDITION**

1. To provide a responsive submission, **THE RESPONDENT SHALL** submit an original (clearly marked) and three exact, legible copies of the submission in clearly identified ("Care Management Program RFQ") sealed envelopes or sealed boxes. In addition, one exact electronic copy (compact disk) of the entire submission in a non-PDF format must be submitted, except for those required documents that cannot be converted into electronic format.
2. To provide a responsive submission, **THE RESPONDENT SHALL** construct submissions that will enable the Department to easily evaluate the respondent's qualifications without the need to search for information. Submissions must be submitted in loose leaf or spiral-bound notebooks that allow updated pages to be easily incorporated into the original submission. Each page of the submission must be consecutively numbered. Each submission must incorporate a Table of Contents, and each section of the submission must cross-reference the appropriate section of this RFQ that is being addressed. This will allow the Department to determine uniform compliance with specific RFQ requirements.

B. TRANSMITTAL COMMUNICATION, FORMS, AND ACCEPTANCES

1. Transmittal Letter - To provide a responsive submission, **THE RESPONDENT SHALL** include in the original submission (clearly marked) and in each of the three (3) copies, a Transmittal Letter. The Transmittal Letter must be limited to one (1) page, and must include the organization's Federal Employer Identification Number. The Transmittal Letter shall identify the respondent's contract with the Department for HUSKY A, HUSKY B and Charter Oak managed care programs. In addition, the Transmittal Letter must include the name, title, telephone number, fax number, and e-mail address of the individual with authority to bind the respondent to sign a resultant contract amendment with the Department of Social Services.
2. Executive Summary - To provide a responsive submission, **THE RESPONDENT SHALL** include a high-level summary limited to two (2) pages that summarizes the content of the submission. The Executive Summary shall identify the respondent's demonstrated experience providing data analytics, administrative structures and care management including special experience and expertise in managing the care of individuals who are aged, blind or disabled and individuals who are experiencing one or more chronic health care conditions.
3. Addendum Acknowledgements - To provide a responsive submission, **THE RESPONDENT SHALL** include the signed acknowledgement of its receipt of any and all Addendums issued for this RFQ.
4. **Appendix I (Additions to Mandatory Terms and Conditions) & II - Procurement and Contractual Agreements Signatory Acceptance - To provide a responsive submission, **THE RESPONDENT SHALL**** provide a signed Acceptance Statement, without qualification additions to Mandatory Terms and Conditions as identified in Appendix I.
5. **Appendix III - Certification Regarding Lobbying - To provide a responsive submission, **THE RESPONDENT SHALL**** include a signed statement to the effect that no funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
6. **Appendix IV - Contract Affidavits/Certifications - Connecticut General Statutes (CGS) §§4-250 through 4-252** require that State contracts

with a value of \$50,000 or more be accompanied by a Gift and Campaign Contribution Certification and a Consulting Agreement Affidavit. To provide a responsive submission, **THE RESPONDENT SHALL** include a completed Gift and Campaign Contribution Certification.

7. **Appendix V - To provide a responsive submission, **THE RESPONDENT SHALL**** include a completed Consulting Agreement Affidavit.

If a respondent is exempt from the Contract Affidavit/Certification Requirements, the respondent must indicate this fact on the appendices and return the forms with the submission.

8. **Appendix VI - Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Ban** - With regard to a State contract, as defined in Public Act 07-1, having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this submission in response to the State's solicitation expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising prospective State contractors of State campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. To provide a responsive submission, **THE RESPONDENT SHALL** include a signed statement acknowledging of receipt
8. **Appendix VII - To provide a responsive submission, **THE RESPONDENT SHALL**** include a completed AFFIRMATION OF RECEIPT OF STATE ETHICS LAWS.
9. **Appendix VIII - Budget Template**
10. **Appendix IX – Scope of Services (Contract Amendment)** requirements. Appendix IX will be posted on the Department's and the DAS portal no later than January 7, 2010.

S ECTION IV - QUALIFICATIONS, EXPERIENCE, SCOPE OF SERVICES & COST

General - The submission narrative must clearly describe the respondent's ability and competence to perform the requirements under this RFQ. A responsive submission shall describe the respondent's experience providing administrative structures and operations, data analytics, and care management.

A. OVERALL QUALIFICATIONS - Maximum page limit: 20 pages

1. To provide a responsive submission, THE RESPONDENT SHALL summarize its overall qualifications to manage, implement and operate a CMP Program. At a minimum, the summary must include descriptions of the following:
 - a) Member and Provider Services and Call Center: Experience in providing member and provider services including the operation of a locally based call center to individuals who are aged, blind or disabled or who are experiencing one or more chronic health care conditions,
 - b) Operations: Experience in the development and maintenance of an authorization interface with a state administered Medicaid Management Information System for the payment of claims; eligibility file management; and provider file management,
 - c) Data Analytics: Experience in providing data analytics for population health management, health risk stratification, provider and recipient profiling, and disease management,
 - d) Clinical Management: Experience with providing clinical management services such as health risk assessment, disease management, utilization management, consumer health information, care planning, care coordination and case management, and quality management with high risk and chronic illness populations,
 - e) Client References: Not more than three (3) references from states where the Respondent has managed a Medicaid program or low-income population for recipients with chronic health care conditions.
2. Key Personnel: Names and resumes of the key person and personnel (or position descriptions if the individuals have not been selected at the

time the respondent submits a response to this RFQ) who will be providing the CMP Program services. Key personnel shall include management level personnel and above, and

3. Personnel references: A list of three (3) references for which the personnel have provided clinical management and related administrative services. Please provide the names, addresses, phone numbers, and e-mail addresses for all references.

#2 Key Personnel and #3 References provided by the respondent are not included in section page limitation.

B. SCOPE OF SERVICES – Maximum page limit: 80 pages

1. Overview - The overall focus of the Department's CMP Program is to provide care management and administrative services as described in the Scope of Services to individuals enrolled in the Department's Medicaid fee-for-service program that are aged, blind, or disabled.

To provide a responsive submission, THE RESPONDENT SHALL:

- a) Demonstrate an understanding of the Department's CMP Program functions by describing the respondent's overall plan to implement and administer the CMP program as more fully outlined in the Detailed Scope below.

2. Detailed Scope - The qualification submission must detail the respondent's ability to implement the CMP Program. The following list of Care Management Services are requirements for a successful CMP Program.

To provide a responsive submission, THE RESPONDENT SHALL, describe its method to implement the following specific services as described in the Scope of Services.

- a) Member and Provider Services and Call Center: Contractor(s) will be required to extend their HUSKY member and provider services and call center services to CMP enrollees and Medicaid providers. Performance standards shall be no less than those required under the HUSKY program. The respondent shall attest its intent to adhere to this requirement and provide detailed narrative on the uniqueness of its capabilities in this area. If the respondent is unable to adhere to a particular requirement, such should be noted. Requested exceptions will be taken under consideration by the Department.

- b) Operations: Contractor(s) will be required to adhere to operational provisions established in Appendix IX. The respondent shall attest its intent to adhere to these provisions and provide detailed narrative on the uniqueness of its capabilities in this area. If the respondent is unable to adhere to a particular requirement such should be noted. Requested exceptions will be taken under consideration by the Department.
- c) Data Analytics: The respondent shall provide a detailed description of proposed data analytics for population health management, health risk stratification, provider and recipient profiling, and disease management. Due to the chronic nature of the targeted populations' health care needs, the successful Contractor(s) will demonstrate unique and innovative analytic capabilities to ensure the success of its care management program. The detailed narrative should communicate the uniqueness of its capabilities in this area.
- d) Clinical Management: The respondent shall provide a detailed description of its proposal to provide clinical management services such as health risk assessment, disease management, utilization management, consumer health information, care planning, care coordination, case management, and quality management with high risk and chronic illness populations.

C. BUSINESS COST SECTION – Maximum page limit: 20 pages

No cost information or other financial information may be included in any other portion of the submission. Any submission that fails to adhere to this requirement may be disqualified as non-responsive. Each submission must include cost information and other financial information in the following order:

1. Business Cost Section - **THE RESPONDENT SHALL** provide a line item budget that presents total costs for the first year of operations for the proposed CMP Program using the Budget Template in (Appendix VIII). It is the Department intent that successful Contractor(s) will amortize their start-up costs over the life of this contract amendment. A non-PDF version of the Budget Template is available upon request by emailing Marcia.McDonough@ct.gov
2. Business Cost Narrative - **THE RESPONDENT SHALL** provide a written explanation of the expected resultant contract costs including a rationale for each line item included in the budget. The narrative shall describe each budget line item in detail.

3. The payment for services under this amendment will be an all-inclusive administrative PMPM fee. The Contractor(s) payment will be subject to a 10% withhold. For the first six months of the program, the withhold will be returned based on a successful readiness review, timely implementation, and satisfactory post implementation review. Future years' withholds will be returned based on satisfactory completion of performance targets. The Department intends to negotiate the performance targets prior to the start of each contract year.

S ECTION V – APPENDICES

Appendix I: Additions to Mandatory Terms and Conditions

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

Non-Discrimination

(a) The following subsections are set forth here as required by section 4a-60 of the Connecticut General Statutes:

(1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved;

(2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission;

(3) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(4) the Contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e and 46a-68f;

(5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this section and section 46a-56.

(b) If the Contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

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

regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

- (d) Determination of the Contractor's good faith efforts shall include but shall not be limited to the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (e) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.
- (f) The Contractor shall include the provisions of sections (a) and (b) above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the Contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.
- (g) The following subsections are set forth here as required by section 4a-60a of the Connecticut General Statutes:

(1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this section and section 46a-56.

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

state may so enter.

- (i) For the purposes of this entire Non-Discrimination section, "Contract" or "contract" includes any extension or modification of the Contract or contract, "Contractor" or "contractor" includes any successors or assigns of the Contractor or contractor, "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced, and "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders. For the purposes of this section, "Contract" does not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

- (a) If the Contactor is a Business Associate under the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Contractor must comply with all terms and conditions of this Section of the Contract. If the Contractor is not a Business Associate under HIPAA, this Section of the Contract does not apply to the Contractor for this Contract.
- (b) The Contractor is required to safeguard the use, publication and disclosure of information on all applicants for, and all clients who receive, services under the Contract in accordance with all applicable federal and state law regarding confidentiality, which includes but is not limited to HIPAA, more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E; and
- (c) The State of Connecticut Agency named on page 1 of this Contract (hereinafter the "Department") is a "covered entity" as that term is defined in 45 C.F.R. § 160.103; and
- (d) The Contractor, on behalf of the Department, performs functions that involve the use or disclosure of "individually identifiable health information," as that term is defined in 45 C.F.R. § 160.103; and
- (e) The Contractor is a "business associate" of the Department, as that term is defined in 45 C.F.R. § 160.103; and
- (f) The Contractor and the Department agree to the following in order to secure compliance with the HIPAA, the requirements of Subtitle D of the Health Information Technology for Economic and Clinical Health Act (hereinafter the HITECH Act), (Pub. L. 111-5, sections 13400 to 13423), and more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E.
- (g) Definitions

- (1) "Breach shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. §17921(1))
 - (2) "Business Associate" shall mean the Contractor.
 - (3) "Covered Entity" shall mean the Department of the State of Connecticut named on page 1 of this Contract.
 - (4) "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 C.F.R. § 164.501.
 - (5) "Electronic Health Record" shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. §17921(5))
 - (6) "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative as defined in 45 C.F.R. § 164.502(g).
 - (7) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and parts 164, subparts A and E.
 - (8) "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to information created or received by the Business Associate from or on behalf of the Covered Entity.
 - (9) "Required by Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.
 - (10) "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
 - (11) "More stringent" shall have the same meaning as the term "more stringent" in 45 C.F.R. § 160.202.
 - (12) "This Section of the Contract" refers to the HIPAA Provisions stated herein, in their entirety.
 - (13) "Security Incident" shall have the same meaning as the term "security incident" in 45 C.F.R. § 164.304.
 - (14) "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and parts 164, subpart A and C.
 - (15) "Unsecured protected health information" shall have the same meaning as the term as defined in section 13402(h)(1)(A) of HITECH. Act. (42 U.S.C. §17932(h)(1)(A)).
- (h) Obligations and Activities of Business Associates.
- (1) Business Associate agrees not to use or disclose PHI other than as permitted or required by this Section of the Contract or as Required by Law.

- (2) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for in this Section of the Contract.
- (3) Business Associate agrees to use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic protected health information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
- (4) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by Business Associate in violation of this Section of the Contract.
- (5) Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Section of the Contract or any security incident of which it becomes aware.
- (6) Business Associate agrees to insure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate, on behalf of the Covered Entity, agrees to the same restrictions and conditions that apply through this Section of the Contract to Business Associate with respect to such information.
- (7) Business Associate agrees to provide access, at the request of the Covered Entity, and in the time and manner agreed to by the parties, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524.
- (8) Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of the Covered Entity, and in the time and manner agreed to by the parties.
- (9) Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by, Business Associate on behalf of Covered Entity, available to Covered Entity or to the Secretary in a time and manner agreed to by the parties or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- (10) Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
- (11) Business Associate agrees to provide to Covered Entity, in a time and manner agreed to by the parties, information collected in accordance with clause h. (10) of this Section of the Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder. Business Associate agrees at the Covered Entity's direction to provide an accounting of disclosures of PHI directly to an individual in accordance with 45 C.F.R. §

164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.

- (12) Business Associate agrees to comply with any state or federal law that is more stringent than the Privacy Rule.
- (13) Business Associate agrees to comply with the requirements of the HITECH Act relating to privacy and security that are applicable to the Covered Entity and with the requirements of 45 C.F.R. sections 164.504(e), 164.308, 164.310, 164.312, and 164.316.
- (14) In the event that an individual requests that the Business Associate (a) restrict disclosures of PHI; (b) provide an accounting of disclosures of the individual's PHI; or (c) provide a copy of the individual's PHI in an electronic health record, the Business Associate agrees to notify the covered entity, in writing, within two business days of the request.
- (15) Business Associate agrees that it shall not, directly or indirectly, receive any remuneration in exchange for PHI of an individual without (1) the written approval of the covered entity, unless receipt of remuneration in exchange for PHI is expressly authorized by this Contract and (2) the valid authorization of the individual, except for the purposes provided under section 13405(d)(2) of the HITECH Act, (42 U.S.C. § 17935(d)(2)) and in any accompanying regulations
- (16) Obligations in the Event of a Breach
 - A. The Business Associate agrees that, following the discovery of a breach of unsecured protected health information, it shall notify the Covered Entity of such breach in accordance with the requirements of section 13402 of HITECH (42 U.S.C. 17932(b)) and the provisions of this Section of the Contract.
 - B. Such notification shall be provided by the Business Associate to the Covered Entity without unreasonable delay, and in no case later than 30 days after the breach is discovered by the Business Associate, except as otherwise instructed in writing by a law enforcement official pursuant to section 13402 (g) of HITECH (42 U.S.C. 17932(g)) . A breach is considered discovered as of the first day on which it is, or reasonably should have been, known to the Business Associate. The notification shall include the identification and last known address, phone number and email address of each individual (or the next of kin of the individual if the individual is deceased) whose unsecured protected health information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such breach.
 - C. The Business Associate agrees to include in the notification to the Covered Entity at least the following information:
 1. A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known.
 2. A description of the types of unsecured protected health information that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code).
 3. The steps the Business Associate recommends that individuals take to protect themselves from potential harm resulting from the breach.

4. A detailed description of what the Business Associate is doing to investigate the breach, to mitigate losses, and to protect against any further breaches.
 5. Whether a law enforcement official has advised either verbally or in writing the Business Associate that he or she has determined that notification or notice to individuals or the posting required under section 13402 of the HITECH Act would impede a criminal investigation or cause damage to national security and; if so, include contact information for said official.
- D. Business Associate agrees to provide appropriate staffing and have established procedures to ensure that individuals informed by the Covered Entity of a breach by the Business Associate have the opportunity to ask questions and contact the Business Associate for additional information regarding the breach. Such procedures shall include a toll-free telephone number, an e-mail address, a posting on its Web site and a postal address. Business Associate agrees to include in the notification of a breach by the Business Associate to the Covered Entity, a written description of the procedures that have been established to meet these requirements. Costs of such contact procedures will be borne by the Contractor.
- E. Business Associate agrees that, in the event of a breach, it has the burden to demonstrate that it has complied with all notifications requirements set forth above, including evidence demonstrating the necessity of a delay in notification to the Covered Entity.
- (i) Permitted Uses and Disclosure by Business Associate.
- (1) General Use and Disclosure Provisions Except as otherwise limited in this Section of the Contract, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Contract, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.
 - (2) Specific Use and Disclosure Provisions
 - (A) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
 - (B) Except as otherwise limited in this Section of the Contract, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

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

(j) Obligations of Covered Entity.

- (1) Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity, in accordance with 45 C.F.R. § 164.520, or to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- (2) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- (3) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(k) Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity, except that Business Associate may use and disclose PHI for data aggregation, and management and administrative activities of Business Associate, as permitted under this Section of the Contract.

(l) Term and Termination.

- (1) Term. The Term of this Section of the Contract shall be effective as of the date the Contract is effective and shall terminate when the information collected in accordance with clause h. (10) of this Section of the Contract is provided to the Covered Entity and all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
- (2) Termination for Cause Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
 - (A) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Contract if Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity; or
 - (B) Immediately terminate the Contract if Business Associate has breached a material term of this Section of the Contract and cure is not possible; or
 - (C) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.
- (3) Effect of Termination

(A) Except as provided in (l)(2) of this Section of the Contract, upon termination of this Contract, for any reason, Business Associate shall return or destroy all PHI received

from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. Business Associate shall also provide the information collected in accordance with clause h. (10) of this Section of the Contract to the Covered Entity within ten business days of the notice of termination. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.

- (B) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon documentation by Business Associate that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Section of the Contract to such PHI and limit further uses and disclosures of PHI to those purposes that make return or destruction infeasible, for as long as Business Associate maintains such PHI. Infeasibility of the return or destruction of PHI includes, but is not limited to, requirements under state or federal law that the Business Associate maintains or preserves the PHI or copies thereof.
- (m) Miscellaneous Provisions.
- (1) Regulatory References. A reference in this Section of the Contract to a section in the Privacy Rule means the section as in effect or as amended.
 - (2) Amendment. The Parties agree to take such action as is necessary to amend this Section of the Contract from time to time as is necessary for Covered Entity to comply with requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
 - (3) Survival. The respective rights and obligations of Business Associate shall survive the termination of this Contract.
 - (4) Effect on Contract. Except as specifically required to implement the purposes of this Section of the Contract, all other terms of the Contract shall remain in force and effect.
 - (5) Construction. This Section of the Contract shall be construed as broadly as necessary to implement and comply with the Privacy Standard. Any ambiguity in this Section of the Contract shall be resolved in favor of a meaning that complies, and is consistent with, the Privacy Standard.
 - (6) Disclaimer. Covered Entity makes no warranty or representation that compliance with this Section of the Contract will be adequate or satisfactory for Business Associate's own purposes. Covered Entity shall not be liable to Business Associate for any claim, civil or criminal penalty, loss or damage related to or arising from the unauthorized use or disclosure of PHI by Business Associate or any of its officers, directors, employees, contractors or agents, or any third party to whom Business Associate has disclosed PHI contrary to the provisions of this Contract or applicable law. Business Associate is solely responsible for all decisions made, and actions taken, by Business Associate regarding the safeguarding, use and disclosure of PHI within its possession, custody or control.
 - (7) Indemnification. The Business Associate shall indemnify and hold the Covered Entity harmless from and against any and all claims, liabilities, judgments, fines, assessments,

penalties, awards and any statutory damages that may be imposed or assessed pursuant to HIPAA, as amended or the HITECH Act, including, without limitation, attorney's fees, expert witness fees, costs of investigation, litigation or dispute resolution, and costs awarded thereunder, relating to or arising out of any violation by the Business Associate and its agents, including subcontractors, of any obligation of Business Associate and its agents, including subcontractors, under this section of the contract, under HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

Appendix II

PROCUREMENT AND CONTRACTUAL AGREEMENTS SIGNATORY
ACCEPTANCE

Statement of Acceptance

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

Acceptance Statement

On behalf of _____ I,

_____, agree to accept the Mandatory Terms and

Conditions as set forth in the Department of Social Services/Bureau of Rehabilitation Services' Request for Qualifications.

Signature

Title

Date

Appendix III

Certification Regarding Lobbying

Contractor: _____

Period: _____

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by §352, Title 31, USC. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature

Typed Name and Title

Firm/organization

Date

Appendix IV

Gift and Campaign Contribution Certification

OPM Ethics Form 1

Rev. 10-31-07

APPENDIX IV - GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION



STATE OF CONNECTICUT GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

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

INSTRUCTIONS:

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

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

GIFT CERTIFICATION:

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

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

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

I further certify that no Principals or Key Personnel know of any action by the Contractor to circumvent (or which would result in the circumvention of) the above certification regarding **Gifts** by providing for any other principals, key personnel, officials, or employees of the Contractor, or its or their agents, to make a **Gift** to any Applicable

Public Official or State Employee. I further certify that the Contractor made the bid or proposal for the Contract without fraud or collusion with any person.

CAMPAIGN CONTRIBUTION CERTIFICATION:

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

contributions that have been made on or after December 31, 2006 by the Contractor or any of its principals, as defined in C.G.S.

§9-612(g)(1), to, or solicited on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support any candidates for statewide public office or the General Assembly, are listed below:



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

Lawful Campaign Contributions to Candidates for Statewide Public Office:

<u>Contribution Date</u>	<u>Name of Contributor</u>	<u>Recipient</u>	<u>Value</u>	<u>Description</u>

Lawful Campaign Contributions to Candidates for the General Assembly:

<u>Contribution Date</u>	<u>Name of Contributor</u>	<u>Recipient</u>	<u>Value</u>	<u>Description</u>

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

Printed Contractor Name
Official

Signature of Authorized
Official

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

Commissioner of the Superior Court (or Notary Public)

For State Agency Use Only	
_____ Awarding State Agency	_____ Planning Start Date
_____ Contract Number or Description	

Appendix V: Consulting Agreement Affidavit

OPM Ethics Form 5

Rev. 10-31-07



STATE OF CONNECTICUT CONSULTING AGREEMENT AFFIDAVIT

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

INSTRUCTIONS:

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

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

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

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

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

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

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

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

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

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

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

Commissioner of the Superior Court - or Notary Public

Appendix VI

NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN

SEEC FORM 11

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

Campaign Contribution and Solicitation Ban

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

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

Duty to Inform

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

Penalties for Violations

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

Civil penalties

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

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

Criminal penalties

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

Contract Consequences

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

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

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

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

APPENDIX VII - AFFIRMATION OF RECEIPT OF STATE ETHICS LAWS SUMMARY



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

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

INSTRUCTIONS:

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

CHECK ONE:

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

IMPORTANT NOTE:

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

AFFIRMATION:

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

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

Signature

Date

Printed Name

Title

Firm or Corporation (if applicable)

Street Address

City

State

Zip

Awarding State Agency

Appendix VIII – Budget Template

Respondent Name: _____

Term: 7/1/10-6/30/11

Connecticut Care Management Plan (CMP) Program Budget Template

Personnel Expenses	CT Operations \$	CT Operations FTE	CT Operations %	Corporate Allocation \$	Corporate Allocation %
Administration					
Project Manager					
Other Management(specify)					
Other Administration Staff					
Fringe Benefits					
Bonuses and Commissions paid to Administration					
Subtotal Administration	0				
Member and Provider Services and Call Center					
Management (specify type)					
Staff (specify type)					
Fringe Benefits					
Bonuses and Commissions paid to M/P Services and Call Center					
Subtotal M/P and Call Center	0				
Clinical Management					
Management (specify type)					
Staff (specify type)					
Fringe Benefits					
Bonuses and Commissions paid to Clinical Management					
Subtotal Clinical Mgmt	0				

Operations and Data Systems / IT Support / Reporting					
Management (specify type)					
Staff (specify type)					
Fringe Benefits					
Bonuses and Commissions paid to Operations/Data/IT					
Subtotal Operations, Data/IT Support	0				
Other Personnel (Other)					
Management (specify type)					
Staff (specify type)					
Fringe Benefits					
Bonuses and Commissions paid to Other Personnel					
Subtotal Other Personnel	0				
Total Personnel	0				
Management					
Staff	0				
Fringe Benefits	0				
Bonuses and Commissions paid to Personnel					
Fringe Benefits % of Salaries					
Other Direct Costs					
Connecticut Occupancy Cost					
Lease or Rental					
Facility					
Fixtures and Furniture					
Utility					
Maintenance and Repair					
Janitorial					
Subtotal Occupancy Expenses	0				

Office Support Expenses					
Office Supplies					
Office Equipment					
Printing					
Postage/Freight					
Other: Adjustment for Office					
Subtotal Office Support	0				
Processing Expenses					
Telephone/Telecommunications					
Consulting Fees					
Accounting Services					
Offsite Tape Vaulting					
Other (specify)					
Subtotal Processing	0				
Equipment					
Computer/IT Equipment					
Computer/IT Equip. Repair/Main.					
Copy Equipment					
Copy Equip. Repair/Main.					
Telecom Equipment					
Telecom Usage					
Telecom Repair/Main.					
Other Equipment (specify)					
Other Equip. Repair/Main.					
Equipment Rental					
Subtotal Equipment	0				
Software Expenses					
Software Expenses					
Software Maintenance					
Subtotal Software	0				

Administrative Expenses					
Management Fees					
Travel and Related Costs					
Business Meetings					
Staff Training					
Professional Fees					
Consulting and Outside Services					
Legal					
Audit/Accounting					
Advertising					
Insurance					
Taxes					
Licenses					
Other (specify)					
Subtotal Administrative	0				
Total Other Direct Expense	0				
Total Personnel and Other Direct Expenses	0				
Corporate Allocation (additional allocation not otherwise reflected above)					
Profit					
Grand Total Expenses	0				

Instructions:

The payment for services under this amendment will be an all-inclusive administrative PMPM fee. Please provide a quote for the administrative PMPM fee necessary to perform the complete scope of services as proposed in Section IV.B of this RFQ.

Expenses:

Include only expenses that are directly or indirectly in support of the services requested of the Contractor. For expenses that need to be allocated, please do the following:

- **Corporate Affiliation Expenses/Allocations:** Bidder must explicitly identify any corporate allocations, either percentage or dollar-based, that are included within the above cost template. Enter that portion of any affiliated company management fees and/or other allocations/charges incurred by the affiliate on behalf of the Contractor that are charged to the Administrative Services Contract Amendment, which are not specifically allocable to other costs.

A Contractor paying any management fees to an affiliated company must allocate the costs to the appropriate administrative expense classifications as if the costs had been paid in that category directly by the Contractor. The Contractor may estimate these expense allocations based on a formula or other reasonable basis and should use the method consistently from year to year, as applicable.

- **Management Fees:** Include management and/or other similar fees, paid or payable to non-affiliates for the management and/or administration of all or part of the Contractor's operations. Allocation of affiliate management fees or actual affiliate management fees should be identified in the Corporate Affiliation/Allocation expenses and not here.
- **Other Expenses:** Include all other expenses not specifically identified in any of the above administrative expense classifications.