Addendum 1

The State of Connecticut Department of Social Services (Department) is issuing this first Addendum to the Non-emergency Medical Transportation Request for Proposals (RFP). The Addendum contains one revision to the RFP:

> Page 29, first full paragraph - The statement: "The anticipated posting date for the Questions/Answers Addendum is October 12, 2007." is hereby revised to "The anticipated posting date for the Questions/Answers Addendum is **October 19, 2007**." The correct date of **October 19, 2007** is also detailed in the Procurement Schedule on Page 28 of the RFP.

Date Issued: October 1, 2007

Approved: _____
Dorothy DiLernia
State of Connecticut Department of Social Services
(Original signature on document in procurement file)

This Addendum must be signed and returned with your proposal.	
_____	_____
Authorized Signer	Name of Company

State of Connecticut Department of Social Services

NON-EMERGENCY MEDICAL TRANSPORTATION

Request for Proposals

The State of Connecticut Department of Social Services (Department), the State Medicaid Agency, requests proposals from qualified and experienced organizations with demonstrated capabilities providing non-emergency medical transportation to qualified Medicaid clients.

The resultant contract period is anticipated to begin on June 1, 2008 and conclude on May 31, 2013.

Potential bidders **must** submit a Letter of Intent to the Department no later than 3:00 p.m. local time on October 12, 2007. Proposals **must** be received at the Department no later than 3:00 p.m. local time on November 21, 2007. Proposals received after that date and time may be accepted by the Department as a clerical function but will not be evaluated. Those proposals that are not evaluated shall be retained for thirty days after the resultant contracts are executed, after which the proposals will be destroyed. All proposals must be in sealed envelopes or sealed boxes clearly identified as "**Non-emergency Medical Transportation RFP** (with proposed service regions indicated)."

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

Dorothy DiLernia
State of Connecticut Department of Social Services
Contract Administration
25 Sigourney Street
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The Department is an Equal Opportunity/Affirmative Action Employer. Deaf and hearing-impaired individuals 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 reserves the right to reject any and all proposals or cancel this procurement at any time if it is deemed in the best interest of the State.

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Acronyms and Definitions

The following acronyms and definitions apply to this procurement:

1. Abuse - Provider and/or resultant contractor practices inconsistent with sound fiscal, business, or medical practices that result in an unnecessary cost to the State of Connecticut, or a pattern of failing to provide medically-necessary services required by the resultant contracts (client practices that result in unnecessary cost to the State of Connecticut also constitute abuse)

2. Action - The denial or limited authorization of a requested service including the type or level of service, the reduction, suspension, or termination of a previously-authorized service, the denial, in whole or in part, of payment for a service, the failure to provide services in a timely manner, as defined by the Department, or the failure of resultant contractors to act within the time for authorization decisions set forth in this RFP and resultant contracts

3. Automated Eligibility Verification System (AEVS) - The Department's centralized eligibility verification system

4. Agent - An entity with the authority to act on behalf of the Department

5. Americans with Disabilities Act (ADA) of 1990 - A comprehensive, Federal civil rights law that prohibits discrimination against individuals with disabilities in employment, state and local government programs and activities, public accommodations, transportation, and telecommunications

6. Ambulance - A ground vehicle for transporting the sick and injured that is:

    a) Equipped and staffed to provide medical care during transit

    b) Operated as an ambulance under the authority and in compliance with promulgated regulations of the State of Connecticut Department of Public Health, Office of Emergency Medical Services

    c) Registered as such by the State of Connecticut Department of Motor Vehicles

    d) Used for both emergency and non-emergency medical transportation purposes

7. Appeal - A request to the Department from qualified Medicaid clients for a formal review of an action by the resultant contractor

8. Appropriate method of transportation - The least-expensive type of transportation that appropriately meets the physical and medical circumstances of qualified Medicaid clients requiring transportation to a Medicaid-covered medical service

9. Assistance - The physical or communication help provided by a driver or a person employed by the livery provider to enable qualified Medicaid clients to enter or exit a vehicle or a building and to transfer qualified Medicaid clients to or from the care and custody of the healthcare provider (without such assistance it would be unsafe or impossible for the qualified Medicaid clients to reach the livery vehicle or the healthcare provider's site)

10. Attendant - A qualified individual who assists qualified Medicaid clients to use an authorized mode of transportation and/or assists the qualified Medicaid clients to access the services of the healthcare provider and is present or available to medical personnel during the medical appointment

11. Border hospital - A hospital that is:

    a) Located in an area in a state bordering Connecticut that allows it to routinely serve Connecticut residents

    b) Enrolled as and treated as a Connecticut Medicaid Program provider

    c) Certified and/or licensed by the applicable agency in the bordering state

12. Broker - The Department's resultant contractor who performs Non-emergency Medical Transportation Program brokerage activities which include directly authorizing, arranging and, through subcontracts providing all non-emergency medical transportation services to the qualified Medicaid clients

13. Call management - The process by which the bidder proposes to provide unobstructed telephone communication between qualified Medicaid clients or other stakeholders and the resultant contractors' employees irrespective of their particular role or function

14. Canceled call - Notification to the transportation provider not to provide transportation to qualified Medicaid clients prior to the time the vehicle is en route to the pick-up point

15. Capitated rate - Monthly rate the Department pays resultant contractors based on a per-person rate for approved non-emergency medical transportation

16. Chair van - A motor vehicle (sometimes referred to as an invalid coach or wheelchair van) that is:

    a) Specifically equipped to carry persons who are mobility-challenged or otherwise rely on wheelchairs

    b) Used exclusively for the transportation of non-ambulatory clients in wheelchairs that can be appropriately secured for transport according to vehicle and wheelchair design standards

    c) Operated as an invalid coach under the authority and in compliance with promulgated regulations of the State of Connecticut Department of Public Health, Office of Emergency Medical Services

    d) Registered as such by the State of Connecticut Department of Motor Vehicles

17. Centers for Medicare and Medicaid Services (CMS) - A division within the U.S. Department of Health and Human Services (DHHS) [this division was formerly known as the Healthcare Financing Administration]

18. Commissioner - The Commissioner of the State of Connecticut Department of Social Services, as defined in Connecticut General Statutes (CGS) §17b-3

19. Critical-care aircraft - Aircraft that:

    a) Operates as a critical-care helicopter or fixed-wing aircraft in compliance with promulgated regulations under the authority of the State of Connecticut Department of Public Health, Office of Emergency Medical Services, or other similar agency in another state

    b) Contains intensive care equipment and medical personnel

20. Department - State of Connecticut Department of Social Services

21. Emergency/emergency medical condition - A medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) such that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in placing the health of the individual (or with respect to a pregnant woman, the health of the woman or her unborn child) in serious jeopardy, serious impairment to body functions, or serious dysfunction of any body organ or part

22. Emergency ambulance trip - An ambulance trip made in accordance with the Department's definition of emergency and has as its destination:

    a) A hospital emergency room

    b) A general hospital or a psychiatric facility where a nonscheduled admission results

    c) A general hospital or a psychiatric facility where an emergency admission results after a qualified Medicaid client was seen at a hospital emergency room

    d) A second facility because an emergency medical service was not available at the original emergency room

    e) A critical-care aircraft

23. Enrolled client - A person the Department has determined to be eligible for Connecticut Medicaid Program benefits and who is not enrolled in a Medicaid Managed Care Organization (MCO)

24. Escort - An individual over the age of eighteen who accompanies:

    a) A child under the age of sixteen in a non-emergency medical transportation vehicle to access medically-necessary and medically-appropriate services and

    b) An individual of any age who poses a substantiated safety risk to himself/herself or others or

    c) Whose service is not paid by the Department

25. Fee-for-service (FFS) - A reimbursement method for health services under which a provider charges separately for each client encounter or service rendered

26. Financial relationship:

    a) A direct or indirect ownership or investment interest (including an option or non-vested interest) in any entity (this direct or indirect interest may be in the form of equity, debt, or other means and includes any indirect ownership or investment interest no matter how many levels removed from a direct interest) or

    b) A compensation arrangement with an entity

27. Fraud - Intentional deception or misrepresentation or reckless disregard or willful blindness, by a person or entity with the knowledge that the deception, misrepresentation, disregard, or blindness could result in some unauthorized benefit to himself or some other person including any act that constitutes fraud under applicable Federal or State law

28. Good cause - Unanticipated or unexpected circumstances that prevent usual or customary action

    The following are examples for a qualified Medicaid client unable to request transportation at least forty-eight hours in advance of a medical appointment:

    a) Unexpected personal circumstances, such as a personal vehicle failure or other sudden lack of personal resources or

    b) Unexpected requirement from a healthcare provider, such as the unscheduled availability of a medical appointment

29. Grievance - An expression of dissatisfaction about the resultant contractors on any matter other than an Action, as defined herein (possible subjects for grievances include, but are not limited to, the quality of services provided by the resultant contractors or subcontractor and aspects of interpersonal relationships, such as rudeness of a provider or an employee or failure to respect a qualified Medicaid client's rights)

30. Livery service - Door-to-door transportation and assistance for those clients who may require assistance to enter or exit a vehicle or a building and to transfer qualified Medicaid clients to or from the care and custody of a healthcare provider

31. Livery vehicle - A sedan or van-type vehicle that is:

    a) Constructed to carry passengers

    b) Operated under the authority and in compliance with the statutes and regulations of the State of Connecticut Department of Transportation and/or a transit district and the State of Connecticut Department of Motor Vehicles

    c) Used for the transportation of ambulatory clients

32. Loaded mileage - The distance traveled by a motor vehicle while carrying passengers from a pick-up point to a drop-off point

33. Managed Care - A system of healthcare that combines delivery and payment and influences utilization of services by employing management techniques designed to promote the delivery of cost-effective healthcare

34. Managed Care Plan - An arrangement that integrates financing and management with the delivery of healthcare services to an enrolled population (a managed care plan employs or contracts with an organized system of service providers)

35. Medicaid - The Connecticut Medical Assistance Program (CTMAP) operated by the State of Connecticut Department of Social Services under Title XIX of the Federal Social Security Act and related State and Federal rules and regulations

36. Medicaid Managed Care Organization (MCO) - An organization that provides managed care for qualified Medicaid clients enrolled in an MCO's Managed Care Plan

37. Medicaid Program provider manuals - Service-specific documents created by Connecticut Medicaid Program to describe policies and procedures applicable to the Connecticut Medicaid Program generally and specific services

38. Medical-appropriateness/medically-appropriate - Healthcare that is provided in a timely manner and meets professionally-recognized standards of acceptable medical care, is delivered in the appropriate medical setting, and is the least costly of multiple, equally-effective alternative treatments or diagnostic modalities

39. Medically-necessary/medical necessity - Healthcare provided to correct or diminish the adverse effects of a medical condition or mental illness, to assist an individual in attaining or maintaining an optimal level of health, to diagnose a condition, or prevent a medical condition from occurring

40. Medicaid Management Information System (MMIS) - The Department's Federally-approved claims processing system

41. Noncontiguous city/town - A city/town that does not border the city/town in which a provider's headquarters is located or a city/town that does not border another city/town

42. Non-emergency ambulance trip - A prearranged and prior-authorized ambulance trip (including both ground and air ambulance) to a non-emergency medical service (a qualified individual must review the medical appropriateness and necessity of such transportation before authorizing it for Medicaid payment)

43. Non-emergency medical transportation - Prescheduled non-emergency services for qualified Medicaid clients to receive medically-necessary and appropriate medical services covered by the Connecticut Medicaid Program (non-emergency medical transportation also includes transporting a client from a hospital or nursing home facility to the client's residence or to another facility when the client is discharged for medically-necessary and appropriate reasons)

44. No-show - The failure of a qualified Medicaid client to use transportation and the failure of a qualified Medicaid client to cancel an approved trip, or the failure of a transportation provider to pick-up a client as scheduled

45. Not ambulatory - A person's inability to walk with or without the use of assistive devices (e.g., cane, crutch, walker) and/or the assistance of an attendant

46. Nursing home - An intermediate care or skilled nursing facility (ICF, SNF, or ICF/MR) or chronic disease hospital

47. Out-of-state trip - A trip originating and/or ending outside the State of Connecticut to transport a client to or from a healthcare provider that is not located in Connecticut and is not a border provider

48. Pending client - A person who has applied, but has not yet been determined eligible for, Medicaid under the Connecticut Medicaid Program and who is not enrolled in a Medicaid Managed Care Organization (MCO)

49. Prior authorization - Approval for transportation of the Department or the Department's resultant contractor before the transportation provider actually provides the service (a provider must comply with all prior authorization requirements to receive reimbursement from the Department or its resultant contractor)

50. Private transportation - Transportation in a vehicle owned by a qualified Medicaid client or by a friend, relative, acquaintance, or other individual, provided the vehicle is not licensed for commercial carriage (individual does not mean communities, companies, corporations, societies, or associations)

51. Provider agreement - The signed written contractual agreement between the Department's resultant non-emergency medical transportation contractor and the transportation provider

52. PUCA document - The State of Connecticut Department of Public Utility Control docket document #6770-a and all its supplements that list standard

mileage distances between Connecticut cities/towns (the PUCA document is routinely used for mileage reimbursement or billing purposes)

53. Qualified Medicaid Client - Enrolled client or pending client

54. Quality Management - A comprehensive program of quality improvement and quality assurance activities that provides sufficient evidence to the Department that the resultant contractors and their employees:

    a) Consistently achieve contract terms and performance standards

    b) Provide appropriate, accurate, timely, and professionally-competent information and respectful communication to all non-emergency medical transportation clients

55. Related party - Person or organization related through marriage, ability to control, ownership, family, or business association

56. Related-party transaction - Transactions between the resultant contractor and a related party and can include, but are not limited to, real estate sales or leases, leasing for vehicles, office equipment, or household furnishings, mortgages, loans, or working capital loans, and contracts for management services, consultant services, professional services, e.g., attorneys and accountants, or for material, supplies, or other services purchased by the resultant contractor

57. Residence -

    a) The residential address of an enrolled client listed in the monthly download of enrolled client information provided by the Department or the address revised by the Department and provided by the Department through means other than the monthly download or

    b) The residential address indicated by or on behalf of a pending client during the transportation reservation process

58. Risk-based contracting - A contract-payment methodology between the Department and an MCO that requires the delivery of (at least) all covered services to qualified Medicaid clients as medically necessary in return for a fixed monthly payment rate from the Department (the MCO is then liable for those contractually-offered services without regard to cost)

59. Service animal - Any guide dog, signal dog, or other animal individually trained to assist an individual with a disability whether or not certified or licensed by a state or local government

60. Shared ride/multi-loading - A ride shared by more than one qualified Medicaid client

61. Subcontract - Any written agreement between the resultant contractors and another party to fulfill any requirements of the resultant contracts

62. Taxi - A vehicle operating as a taxi under the authority and in compliance with promulgated regulations of the State of Connecticut Department of Transportation and/or a transit district and registered as such by the State of Connecticut Department of Motor Vehicles

63. Third party - Any individual, entity, or program that is or may be liable to pay all or part of the expenditures for Medicaid furnished under a State plan

64. Title XIX - The provisions of 42 USC §1396 *et seq*. including any amendments thereto (See Medicaid)

65. Trip - The approved and scheduled transportation of qualified Medicaid clients in an appropriately permitted vehicle from an authorized pick-up location to an authorized drop-off location

66. Urgent cases - Illnesses or injuries of a less serious nature than those constituting emergencies but for which treatment is required to prevent a serious deterioration in the qualified Medicaid client's health and for which treatment cannot be delayed without imposing undue risk on the qualified Medicaid client's well-being until the qualified Medicaid client is able to secure services from his/her regular physicians

67. Urgent reservation or trip - A request for non-emergency medical transportation for illness or injuries of a less serious nature than an emergency but for which treatment cannot be delayed without imposing undue risk on the client's well-being

68. Waiting time - The time that a vehicle is waiting at a healthcare provider's facility to which the transportation provider transported the qualified Medicaid client, to transport the qualified Medicaid client to another destination, during the same trip or the time that a vehicle is waiting at the pick-up location, whether a healthcare provider's facility or the client's residence, to transport to or from a medical appointment

SECTION I - OVERVIEW OF THE STATE OF CONNECTICUT DEPARTMENT OF SOCIAL SERVICES AND THE PROGRAM

A. PURPOSE

The State of Connecticut Department of Social Services (Department), the State Medicaid Agency, requests proposals from qualified and experienced organizations with demonstrated capabilities providing non-emergency medical transportation to qualified Medicaid clients.

This Request for Proposals (RFP) presents an exceptional opportunity for organizations with extensive experience and knowledge of non-emergency medical transportation. The Department will not review proposals received from organizations that have no non-emergency medical transportation experience.

B. OVERVIEW OF THE DEPARTMENT

The Department provides a broad range of services to elderly persons, disabled persons, families, and individuals 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 approximately one-third of the State budget. By statute, it is the State agency responsible for administering human service programs sponsored by Federal legislation including the Rehabilitation Act, the Food Stamp Act, the Older Americans Act, and the Social Security Act. The Department is also designated as a public housing agency for administering the Section 8 Program under the Federal Housing Act.

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

The Department 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 individuals with physical and mental disabilities throughout the State. For the other programs, services are available at offices located in the three 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 four entities attached to the Department for administrative purposes only. They are the Commission on Aging, the Commission on Deaf and Hearing-impaired, the Board of Education and Services for the Blind, and the Child Day Care Council.

C. OVERVIEW OF THE CONNECTICUT MEDICAL ASSISTANCE PROGRAM AND THE CONNECTICUT MEDICAID PROGRAM

The Department is responsible for the administration of the Connecticut Medical Assistance Program (CTMAP). The CTMAP includes the following programs:

- Connecticut Medicaid Program
- State Children's Health Insurance Program
- General Assistance
- Connecticut Pharmaceutical Assistance Contract to the Elderly and Disabled Program
- Connecticut AIDS Drug Assistance Program

The objective of the Connecticut Medicaid Program is to ensure access to healthcare for low-income pregnant women, children, families with dependent children, and aged, blind, or disabled individuals. The Connecticut Medicaid Program determines the eligibility of individuals and families for medical care. The program also provides coverage for health services and medical supplies necessary to prevent or treat illness or injury in the least-expensive appropriate setting, and pays for services to ensure the active participation of a sufficient number of qualified healthcare providers to meet the program's needs.

The Connecticut Medicaid Program pays healthcare providers (e.g., hospitals, doctors, clinics, and pharmacies) directly for services provided to individuals eligible for the fee-for-service system (FFS) and through contracts with Medicaid Managed Care Organizations (MCO) for those individuals covered under a MCO. As a public health insurance program, Medicaid pays for healthcare of eligible individuals similar to private health insurance plans, paying healthcare facilities and professionals within the existing private and public healthcare system. Because the Connecticut Medicaid Program is

partially funded by the Federal government, it must comply with the regulations of the U.S. Department of Health and Human Services (DHHS). In its role as the single State agency for the administration of the Connecticut Medicaid Program, the Department interprets State and Federal laws and regulations that apply to the Connecticut Medicaid Program and develops the necessary policies and procedures to implement those regulations.

Individuals who are eligible for cash assistance through Temporary Assistance for Needy Families (TANF), State Supplement, and Refugee Assistance are categorically eligible for Medicaid. In addition, individuals who meet all the eligibility requirements for cash assistance but whose income exceeds the limitations for these programs may qualify for Medicaid if their medical expenses exceed the amount of their excess income (i.e., the income above the applicable limit). Children under age nineteen who are not eligible for TANF assistance may be eligible for Medicaid benefits if their families' incomes are within established limitations.

The Connecticut Medicaid Program is structured to comply with Federal requirements established pursuant to Title XIX of the Social Security Act to maximize Federal reimbursement of Medicaid expenditures. Most medical assistance qualifies as Medicaid under Title XIX and the Federal government reimburses the expenses at fifty percent.

Approximately seven thousand providers are enrolled in the Connecticut Medicaid Program. Providers bill the Department through a Federally-approved claims processing system, the Medicaid Management Information System (MMIS). The system pays all complete and proper claims within thirty days, processes more than twenty million claims yearly, and produces a large number of reports that provide the Department and the Federal government with essential financial and service-use information. The system also checks to ensure that all sources of private insurance are used prior to the State's payment.

Connecticut covers the mandatory services required under Medicaid. The State also covers most, but not all, of the optional services allowed under Title XIX of the Social Security Act, to make available necessary healthcare, which clients could not otherwise afford. The Federal government requires that mandatory and optional Medicaid services be available to clients Statewide under the same conditions and in the same amount, duration, and scope.

Non-emergency medical transportation supports client access to medical services under Medicaid. The Department contracts non-emergency medical transportation for Medicaid clients not enrolled in a MCO. Transportation by ambulance is paid for through the FFS Medicaid claims system.

D. OVERVIEW OF THE NON-EMERGENCY MEDICAL TRANSPORTATION PROGRAM

1. Introduction - The Department is soliciting proposals from organizations to contract and coordinate the provision of non-emergency medical transportation for persons eligible under the CTMAP who are not enrolled in a MCO pursuant to Connecticut General Statutes (CGS) §17b-276. The resultant contractors shall provide non-emergency medical transportation for qualified Medicaid clients to and from medical services covered under the CTMAP. The resultant contractors shall not authorize and arrange emergency ambulance services that respond to 911 calls; however, they will provide prior authorization for non-emergency ambulance services.

   Based on the responsive proposals received, the Department will enter into at least one contractual agreement to coordinate non-emergency medical transportation in each of its three service regions, as shown in Appendix XI (Northern), Appendix XII (Southern), and Appendix XIII (Western). Bidders may submit a proposal for any and/or all of the three service regions. The actual provision of non-emergency medical transportation will be through subcontracts between the resultant contractors and subcontractors. The resultant contractors shall directly authorize, arrange, and through subcontracts provide all non-emergency medical transportation to the identified clients. Furthermore, the non-emergency medical transportation shall meet standards of timeliness, efficiency, and customer service more fully described below in this RFP and subsequently articulated in resultant contracts.

   The Department will pay the resultant contractors monthly payments based on a per-person rate for approved non-emergency medical transportation. The capitated rate is the monthly rate the Department pays resultant contractors based on a per-person rate for approved services. The capitated rate payments will reflect the results of this RFP in conjunction with the Department's estimate of the monthly enrollment. The Department will calculate the payment to the resultant contractors based on the membership reflected in the resultant contractor’s service region as of the first day of the month for which non-emergency medical transportation is to be provided.

   The resultant contractors shall establish a network of transportation providers to deliver non-emergency medical transportation to Connecticut Medicaid Program clients in the service region who are not enrolled in a capitated MCO. The resultant contractors may negotiate rates through competitive bidding or use other strategies to

ensure that the most appropriate and least-costly transportation are provided. The resultant contractors shall have sufficient capacity available through subcontracts with appropriately-licensed medical transportation providers and other arrangements (i.e., public bus, nonprofit service providers, free services or reduced-cost services, volunteers, or other types of reimbursement) to meet all of the non-emergency medical transportation needs of the Medicaid clients in the service region within the promptness standards defined in this RFP. Capacity shall apply to sufficient ambulances, wheelchair vans, public transportation, and taxis to provide transportation to Medicaid-covered services at all times including evenings, weekends, and holidays. The resultant contractors shall ensure that non-English-speaking clients and disabled individuals with assistance from attendants or service animals will be able to access transportation.

The resultant contractors are prohibited from being owner, full or part, of an organization participating in the Connecticut Medicaid Program as a transportation provider or having an equity or be involved in the management of the organization or entity. Nor can the resultant contractors have any relationship in which the resultant contractors could exercise ownership control over the transportation provider. The resultant contractors are prohibited from contracting with providers who have been terminated from the Connecticut Medicaid Program for fraud or abuse or who have been disallowed from Federal or State contracting.

2. Eligibility for Non-emergency Medical Transportation - The target population includes qualified Medicaid clients who require non-emergency medical transportation to and from medical services covered under the CTMAP including services at border hospitals in neighboring states. The majority of these clients will be elderly or disabled persons who reside in the State of Connecticut. A small number of Connecticut Medicaid Program clients, such as a small number of clients of the State of Connecticut Department of Children and Families, reside in another state and receive services in the other state. In most instances, the facility or foster home where clients are placed meets their non-emergency medical transportation needs. The resultant contractor selected for the Northern Region (Greater Hartford) will serve as a non-emergency medical transportation backup for those clients.

3. Resultant Contractor and Coordination Services - Resultant contractors shall perform all non-emergency medical transportation through risk-based contracts. In addition, each resultant contractor coordinates the provision of non-emergency ambulance transportation

but is not at risk for the cost of non-emergency ambulance transportation. Claims for emergency and non-emergency ambulance services are submitted to the Department's fiscal agent, Electronic Data System (EDS), for payment.

4. Transportation Request Approval Process - These provisions provide an outline of services for the resultant contract period.

   a) Service Regions - The resultant contractors shall receive a monthly capitated rate payment based on the number of Medicaid clients identified in the Department's monthly data download to the resultant contractors for their service region.

      Infrequently, a client may actually reside at an address that is different from the address the Department provides the resultant contractors. Less frequently, the client may actually reside in the service region of one resultant contractor while the Department's data file may indicate the client's residence in the service region of another resultant contractor. In those instances, the resultant contractor that has received the capitated rate payment is responsible for providing the non-emergency medical transportation even though the client may reside in the service region of the other resultant contractor.

   b) Reservation Process - A Medicaid client who requires non-emergency medical transportation to a medical service calls the resultant contractor who serves the region of the client's recorded residence to request non-emergency medical transportation with at least forty-eight-hour notice. The resultant contractors are responsible to respond to client requests in a timely manner and for providing timely and appropriate transportation to medically-necessary services. The Department will pay for only that non-emergency ambulance transportation that the resultant contractors have authorized before the ambulance services are provided. The resultant contractors must evaluate the need for non-emergency ambulance transportation but are not responsible for paying for non-emergency ambulance transportation.

   c) Verification Process - The resultant contractors must:

      (1) Verify the client's eligibility or pending status relying on a monthly data file provided by the Department

(2) Verify eligibility via the Department's AEVS when the client's name is not shown on the monthly data file

(3) Contact designated Department staff to verify eligibility or pending status when the client's eligibility cannot be verified as outlined in the steps above

(4) Contact the healthcare provider to whom the client requests non-emergency medical transportation to verify that an appointment exists

(5) Verify the address of the client by using the address provided in the data file

(6) Confirm the address from another source or from the Department, when the client claims a different address from the address listed in the download

The resultant contractors may accept requests from temporary alternative addresses on an exception basis. Acceptable temporary alternative addresses include, but are not limited to:

(a) Addresses of a family member or friend when the client is discharged from a hospital or day surgery and requires recovery assistance

(b) Addresses of shelters

(c) A nursing home address instead of the actual community residence address

(d) Other circumstances approved by the Department

(7) Assess the Least-restrictive Mode of Transportation and Closest-appropriate Provider

(a) Establish a client's ability to use the least-restrictive and normative mode of transportation through direct inquiry with the client whenever possible and require a medical professional's justification of least-restrictive mode of transportation when the mode of transportation cannot be reasonably determined through inquiry with the client

(b) Verify the closest-appropriate provider through direct inquiry with the client whenever possible, discuss with the healthcare provider when the provider schedules the non-emergency medical transportation, and review the CTMAP provider directory or written documentation from the healthcare provider

(c) Conduct all verification inquiries as expeditiously as possible to accommodate the non-emergency medical transportation need within the time available for the medical treatment

d) Scheduling Transportation -

(1) Least-expensive and appropriate mode of transportation - The resultant contractors schedule and arrange the least-expensive and appropriate mode of transportation for clients. Whenever appropriate, the resultant contractors shall provide bus passes to clients who live near public transportation within urban and metropolitan areas and have no barriers to using bus transportation. If the client indicates a medical need for another form of transportation, the resultant contractors shall first attempt to determine the medical limitations based on information provided by the client and may request medical documentation if the information provided by the client does not substantiate need for higher mode of transportation.

The resultant contractors may deny non-emergency medical transportation to a client who has his/her own means of transportation and that means of transportation is operable and is available to the client. In the event that the client has an inoperable vehicle or lacks the resources to operate the vehicle, the resultant contractors may offer reimbursement for mileage to enable the client to use his/her own vehicle. The resultant contractors may also offer to reimburse for transportation provided by a family member or a friend.

(2) Closet appropriate and available provider - The resultant contractors arrange non-emergency medical transportation to the closest-appropriate provider. For

purposes of this requirement, any provider within a fifteen-mile radius from the client's residence must be considered the closest-appropriate provider irrespective of the actual distance from the client's residence. The closest-appropriate provider may also be someone located beyond fifteen miles, but whose specialty may not be available within closer proximity to the client's residence. In other instances, no other closer provider may be available within the time required by the client due to the client's health needs.

e) Resolution of Complaints and Grievances and Notices of Action - The resultant contractors shall implement a Grievance and Complaint resolution process. The process shall provide the client access to the resultant contractors' internal process and access to the Department's Fair Hearing process in the event that the resultant contractors are unable to resolve the grievance or complaint to the satisfaction of the client.

(1) Internal Process for Grievances -

(a) The resultant contractors' internal methodology for resolving qualified Medicaid client's complaints and formal grievances shall include:

(i) Procedures for registering, responding, and resolving complaints within thirty days

(ii) Documentation of the substance of the complaints or grievances and the actions taken

(iii) Procedures to ensure a resolution of the complaint or grievance

(iv) Aggregation and analysis of complaints and grievances data and use of the data for quality improvement

(v) An appeal process for grievances

(2) Notice of Action (NOA) -

(a) Because requests for non-emergency medical transportation frequently require short response

times of only a few days, it is incumbent upon the resultant contractors to convey adverse decisions as quickly as possible to the client and/or the provider requesting the non-emergency medical transportation. When the resultant contractors have sufficient information to deny a trip at the time of a telephone request, the resultant contractors must verbally inform the client or provider that the trip has been denied and must state the reason for that denial. Furthermore, the resultant contractors must provide clear information that the client may appeal that decision on the telephone during that conversation. The person communicating with the client must inform the client that he/she will mail an appeal form to the client and that the appeal form must be returned to the resultant contractors signed within the required period.

(b) When the resultant contractors do not approve the client's request for non-emergency medical transportation, the resultant contractors must provide the client written notice of this action within one business day of the decision. The NOA must clearly state the reason for the decision and justify its basis on the Department's Medical Services Policy. The NOA must offer the client an opportunity to appeal the decision by providing information about how to file such appeals.

(c) Use the NOA letters and appeal process provided by the Department - The letter includes the client's appeal rights and in the case of termination, the client's right to continued non-emergency medical transportation if the written appeal is received within ten days of the date of the NOA. The resultant contractors shall prepare for and participate in client appeals as requested by the Department at the resultant contractors' expense.

f) Appeals - If the client requests a Fair Hearing, the resultant contractors must prepare a written narrative of the situation for the Fair Hearing Officer and attend the actual hearing. The resultant contractors' attendance and participation shall be at the minimum employment level of a supervisor or manager.

The Department shall notify the resultant contractors of Fair Hearings where the Department requires the resultant contractors' attendance. The Department shall retain decision-making authority on authorization of non-emergency medical transportation. The Department's decisions on matters involving resultant contractors' denial of non-emergency medical transportation shall be final and binding and shall not be subject to appeal by the resultant contractors.

g) Telephone Performance - The resultant contractors shall provide telephone service that meets standards of promptness and quality listed below. The determination of violations of performance standards will be based on the resultant contractors' monthly telephone logs.

(1) One hundred percent of telephone calls must be answered within four rings. A call pick-up system that places the call in queue may be used. The performance standard requires the resultant contractors to answer ninety-eight percent of all calls during a month's service within four rings. Failure to meet the ninety-eight percent standard may result in a Class A sanction.

(2) No more than two calls per operator should be in the queue at any time. The performance standard requires the resultant contractors to maintain a queue of not more than two calls per operator at any time for ninety eighty percent of the monthly call volume. Failure to meet the ninety-eight percent standard may result in a Class A sanction.

(3) The wait time in the queue shall not exceed five minutes. Failure to maintain a wait time of less than five minutes for ninety-eight percent of calls within a month may result in a strike toward a Class A sanction.

(4) The blocked-call rate (busy signal) shall not exceed five percent. Failure to maintain a blocked-call rate of less than five percent for any given business day during the reporting month may result in a Class A sanction.

(5) The call-abandonment rate shall not exceed five percent. Failure to maintain a monthly call-abandonment rate of

less than five percent on any given business day during the reporting month may result in a Class A sanction.

h) Types of Transportation - The resultant contractors shall authorize and/or arrange the following types of non-emergency medical transportation: private automobile, bus, taxi, livery, wheelchair van, train, and ambulance. In addition, the resultant contractors may reimburse volunteers for the cost of transporting individuals. When required, the resultant contractors shall coordinate air travel through a travel agent and in consultation with the Department. The resultant contractors shall not pay for air or ground ambulance.

i) Licensure Requirements - The resultant contractors shall assure that their subcontracted non-emergency medical transportation providers, drivers, and vehicles meet licensure or certification requirements and the non-emergency medical transportation requirements established by the State of Connecticut Department of Transportation (DOT) and the State of Connecticut Department of Motor Vehicles (DMV).

The resultant contractors shall not pay for non-emergency medical transportation in vehicles that are not appropriately licensed, certified, permitted, or insured or provided by unlicensed drivers. Furthermore, the Department will recover from capitated rate payments, payments made for individuals transported in such vehicles. The Department will also require the resultant contractors to recover any payments to providers who have transported Medicaid clients in such vehicles. The Department's recovery requirement will be in addition to any other requirement that the resultant contractors have with their transportation providers regarding non-emergency medical transportation in such vehicles.

j) Department Non-emergency Medical Transportation Regions - The resultant contractors must coordinate the provision of non-emergency medical transportation for all qualified Medicaid clients who reside in the cities/towns in the Department's service regions for which it is contracted.

k) Non-emergency Medical Transportation Out-of-state - The resultant contractors must coordinate the non-emergency medical ground transportation of individuals who reside in Connecticut but must receive medical services out-of-state. Some individuals require specialty treatment at medical facilities

or hospitals in other states when those services are not otherwise available in Connecticut.

l) Performance Bond -

(1) The Department requires a fully-operational non-emergency medical transportation brokerage system on the start date, June 1, 2008, and for each day of the resultant contract period thereafter. By submitting a proposal, the bidder, if selected, assures the Department it will engage in good-faith negotiations to execute resultant contracts before April 1, 2008 and to provide a fully-operational system on June 1, 2008 and will maintain a fully-operational system thereafter. Furthermore, the resultant contractors assure the Department that they will participate in transitional activities with the current contractors, if necessary, and that they will participate in a Readiness Review to be conducted by the Department by April 1, 2008. The resultant contractors shall be required to pass the Readiness Review as determined by the Department before the Department will allow the resultant contractors to provide services. In the event the Department determines that the resultant contractors are not ready to provide services by June 1, 2008, the Department will take such action that may be required to assure the seamless delivery of non-emergency medical transportation including, but not limited to, the extension of contracts of those contractors providing non-emergency medical transportation prior to June 1, 2007. The failure of the resultant contractors to pass the Readiness Review or the failure of the resultant contractors to provide a fully-operational system on April 1, 2008 or the failure of the resultant contractors to maintain a fully-operational system thereafter will cause considerable harm to the Department and its clients. To mitigate such harm, the Department requires the resultant contractors to obtain a Performance Bond according to the details listed below:

(a) The resultant contractors must, within thirty days following the execution of the resultant contract, but prior to April 1, 2008, provide the Department with a Payment and Performance Bond. The bond shall be for $3,000,000 and be provided by an

insurer that has been previously approved by the Department. The bond shall include a Dual Obligee Rider, approved by the Department as to form and substance, naming the State of Connecticut as Dual Obligee along with the resultant contractors. The bond shall remain in effect for the duration of the resultant contracts and any extensions to the resultant contracts or until all of the work to be performed under the resultant contracts has been fully completed to the satisfaction of the Department and the resultant contractors have provided written documentation to the Department that all subcontractors have been paid in full, whichever is latter.

(b) The resultant contractors agree to be fully operational by April 1, 2008, or on such other date as the resultant contractors and the Department may agree in writing and that the Department shall conduct a formal review of the resultant contractors' operational status (Readiness Review) to determine whether the resultant contractors are sufficiently prepared to undertake the service as described in this RFP. Fully-operational means that the resultant contractors have the capacity to correctly receive and respond to all requests for non-emergency medical transportation (including sufficient staff, operating telephone system, and executed subcontracts with transportation providers) and has the capacity to maintain all system files and produce all required reports. The resultant contractors shall be liable to the Department for resultant damages if the resultant contractors are not fully operational by April 1, 2008; provided, however, that the resultant contractors shall not be liable for such damages if the resultant contractors are not fully operational because the Department has failed to meet its obligations under the resultant contracts and that failure of the Department was a direct cause of a delay of the resultant contractors' readiness by the April 1, 2008 date.

(c) The Department shall conduct a Readiness Review by April 1, 2008 and will determine

whether the resultant contractors have failed to pass the Readiness Review by April 1, 2008. The Department must notify the resultant contractors in writing if the resultant contractors have failed to pass the Readiness Review by April 1, 2008. If no such notice is provided by the Department to the resultant contractors within that time, then the provisions of this section shall automatically be deemed null and void and shall have no further force and effect. If the Department determines that the resultant contractors have failed the Readiness Review and issues such notice to the resultant contractors, then the resultant contractors shall have thirty days of the date of such notice to propose a corrective action plan to the Department's satisfaction. In addition, and irrespective of the resultant contractors' corrective action, the Department at its option may take such additional steps as it deems necessary to provide non-emergency medical transportation to its clients including, but not limited to, calling for execution of the Payment and Performance Bond, extending the contracts of the contractors who were providing the service prior to April 1, 2008, and terminating the contract of the resultant contractors failing to pass the Readiness Review.

(d) If, in the judgment of the Department, a default by the resultant contractors at any time during the resultant contract period is not so substantial as to require termination, and reasonable efforts by the resultant contractors to cure such default are unavailing, the Department may provide or procure the resources necessary to cure the default so as to prevent interruption of services to its clients. In such event and prior to a date to be specified by the Department, the resultant contractors shall reimburse the Department for the costs of resources employed to cure the default and continue services to clients. Should the resultant contractors fail to reimburse the Department for these costs, the Department may deduct the costs from fees otherwise owed to the resultant contractors and/or the Department may call for the execution of the Payment and

Performance Bond. The resultant contractors must cooperate with resources employed for curing the default. Such cooperation shall include allowing access to the resultant contractors' computer facilities, documentation, software, utilities, and equipment. The resultant contractors shall remain liable for all system support and administration performance criteria, maintenance, and further enhancements to any applications developed by these resources as if they were the resultant contractors' own work product.

m) Performance Sanctions - The Department will impose the following schedule of performance sanctions when the resultant contractors fail to perform according to the standards listed in this RFP:

(1) Class A Sanction - Each time the resultant contractors fail to comply with the resultant contracts on an issue warranting a Class A sanction, the resultant contractors receive a strike. The MCO will be notified each time a strike is imposed. After the third strike for the same contract provision, a sanction may be imposed. If no specific time is set forth in any such contractual provision, the time is deemed the full resultant contract period.

The resultant contractors shall be notified in writing at least thirty days in advance of any sanction being imposed and will be given an opportunity to meet with the Department to present its position as to the Department's determination of a violation warranting a Class A sanction. At the Department's discretion, a sanction will thereafter be imposed. Said sanction will be no more than $500 after the first three strikes. The next strike for noncompliance of the same contractual provision will result in a sanction of no more than $1,000 and any subsequent strike for noncompliance of the same contractual provision will result in a Class A sanction of no more than $2,500.

In addition, the Department may assess a performance sanction of $10,000 when the Department determines that the resultant contractors have engaged in a pattern of noncompliance with Class A performance measures and requirements. When the Department determines

that the resultant contractors have exhibited a pattern of noncompliance with Class A performance measures and requirements, the Department shall notify the resultant contractors of such determination and shall provide the resultant contractors thirty days of such notification to appeal the determination and offer a rationale why the resultant contractors should not be assessed the sanction.

Violations warranting a Class A sanction include failure to issue an NOA and to meet Call Center and telephone access standards.

(2) Class B Transportation and Pick-up Sanctions - The resultant contractors shall contract non-emergency medical transportation that fulfills the standards of promptness and quality listed below. The determination of violations of performance standards will be based on the resultant contractors' monthly transportation logs. Assessed sanctions will result in deductions from the resultant contractors' invoice for the following month.

(a) Pick-up Delay Pattern - Transportation providers must pick-up clients within fifteen minutes from arranged and scheduled pick-up times. When the providers engage in frequent delays in excess of fifteen minutes according to the following percentages, the Department may assess the following sanctions:

Percentage of Monthly Trips Where the Pick-up is Fifteen Minutes or Greater from the Scheduled Time	Sanction
From zero percent to two percent	No Sanction
From three percent to five percent	$2,000
From six percent to ten percent	$5,000
From eleven percent or greater	$25,000

(b) Late Pick-ups in Excess of One Hour and Missed Pick-ups - Transportation providers shall not miss scheduled trips. The Department shall assess the following sanctions when the transportation providers fail to pick-up the following number of

clients during a reporting period as measured from confirmed logs and complaints.

Number of Monthly Trips Where Transportation Providers Do Not Provide Scheduled Trips	Sanction
Less than five	No Sanction
From five to seven	$2,000
From eight to ten	$5,000
From eleven or greater	$25,000

SECTION II - OVERVIEW OF THE PROCUREMENT PROCESS

A. ISSUING OFFICE AND ADMINISTRATION

The Department is issuing this RFP through its Office of Contract Administration. This office is the only contact in the State of Connecticut for this RFP process. The contact information for the Issuing Office is:

Dorothy DiLernia
State of Connecticut Department of Social Services
Contract Administration
25 Sigourney Street
Hartford, CT 06106
Telephone: 860-424-5056
Fax: 860-424-4953
Email: Dorothy.DiLernia@ct.gov

All questions, comments, proposals, and other communications with the State regarding this RFP must be submitted in writing in sealed envelopes or sealed boxes clearly identified as "**Non-emergency Medical Transportation RFP** (with proposed service regions indicated)."

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

B. PROCUREMENT SCHEDULE

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

Milestones	Ending Dates
RFP released	September 28, 2007
Deadline for mandatory Letter of Intent (no later than 3:00 p.m. local time)	October 12, 2007
Deadline for the submission of written questions (no later than 3:00 p.m. local time)	October 12, 2007
Anticipated posting of the Department's official responses to questions (Questions/Answers Addendum)	October 19, 2007
Proposals due (no later than 3:00 p.m. local time)	November 21, 2007
Review of proposals and recommendations made to the Commissioners	To be determined
Anticipated announcement of awards for contract negotiation	To be determined
Contract negotiations/contract execution	To be determined
Non-emergency Medical Transportation Program commences	June 1, 2008

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

C. MANDATORY LETTER OF INTENT (LOI)

Interested **BIDDERS SHALL** submit a nonbinding Letter of Intent (LOI) to the Issuing Office to advise the Department of their intention to submit a proposal in response to this RFP. The LOI must be received by the Issuing Office no later than 3:00 p.m. local time on October 12, 2007.

The LOI may be faxed or emailed to the Issuing Office. The LOI must identify the contact person including their telephone number, fax number, and email address. It is the bidder's responsibility to confirm the Issuing Office's receipt of a LOI.

D. BIDDER'S QUESTIONS

Interested bidders may submit questions regarding this RFP to the Issuing Office through fax or email directed to the Issuing Office. To be considered, questions regarding this RFP must be received by the Issuing Office no later

than 3:00 p.m. local time on October 12, 2007. The early submission of questions is encouraged. It is solely the bidder's responsibility to ensure and verify the Department's receipt of bidder's questions.

The Issuing Office will respond only to those questions that meet the deadline and criteria listed above. Official responses to all questions will be in the form of a Questions/Answers Addendum to this RFP posted on the State Procurement/Contracting Portal at www.das.state.ct.us/Purchase/Portal/Portal_home.asp. The anticipated posting date for the Questions/Answers Addendum is October 12, 2007. It is solely the bidder's responsibility to access the State Procurement/Contracting Portal to obtain any and all Addendums or official announcements pertaining to this RFP. To submit a responsive proposal, **THE BIDDER SHALL** include with the proposal a signed acknowledgment of the receipt of each Addendum posted to the State Contracting Portal.

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

E. EVALUATION AND SELECTION

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

F. CONTRACT EXECUTION

The resultant contracts are subject to State contracting procedures. These procedures include approval of the State of Connecticut Attorney General's Office. Note that contracts become executed upon the signature of the Attorney General. No financial commitments can be made until and unless the contracts have been approved by the Attorney General. The Attorney General reviews the resultant contracts only after the parties have agreed to the provisions.

G. BIDDER DEBRIEFING

The State will notify all bidders of any award issued by it as a result of this RFP. Unsuccessful bidders may, within thirty days of the signing of the resultant contracts, request a meeting for debriefing and discussion of their proposal by contacting the Office of Contract Administration in writing at the address previously provided. Debriefing will not include any comparisons of unsuccessful proposals with other proposals.

H. 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 prior to the contract award

2. Amendment of procurement - Amend this procurement at any time prior to contract award

3. Refusal to accept - Refuse to accept or return accepted proposals that do not comply with procurement requirements

4. Rejection of incomplete proposal - Reject any proposal in which any part of the proposal is incomplete or in which there are significant inconsistencies or inaccuracies (the State reserves the right to reject all proposals)

5. Prior contract default - Reject the proposal of any bidder in default of any prior contract or for the misrepresentation of material presented

6. Receipt of proposals after due date and time - Reject or refuse to evaluate any proposal that is received after the stated deadline

7. Written clarification - Require bidders, at their own expense, to submit written clarification of proposals in a manner or format that the Department may require

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

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

9. Onsite visits - Make onsite visits to the operational facilities of bidders to further evaluate the bidder's capacity to perform the duties required in this RFP

10. Allowance of proposal changes - Except as may be authorized by the Department, allow no additions or changes to the original proposal after the due date and time specified herein

11. Property of the State - Own all proposals submitted in response to this procurement upon receipt by the Department

12. Separate service negotiation - Negotiate separately any services in any manner necessary to serve the best interest of the State

13. All or any portion - Contract for all or any portion of the Scope of Services or tasks contained in this RFP

14. One or more bidders - Contract with one or more bidders

15. Proposal most advantageous - Consider costs and all factors in determining the most advantageous proposal for the Department when awarding a bidder the right to negotiate a contract with the Department (while cost is a factor in determining the bidder to be awarded the right to negotiate a contract with the Department, price alone shall not determine the winning bidder)

16. Technical defects - Waive technical defects, irregularities, and omissions, if in its judgment the best interest of the Department will be served

17. Privileged and confidential information - Share the contents of any proposal with any of its designees for purpose of evaluating proposals to make an award (the contents of all meetings including the first, second, and any subsequent meetings and all communications in the course of negotiating and arriving at the terms of the contract shall be privileged and confidential)

18. Best and Final Offers - Seek Best and Final Offers (BFO) on price from bidders upon review of the scored criteria (in addition, the Department reserves the right to set parameters on any BFOs it receives)

19. Unacceptable proposals - Reopen the bidding process if the Department determines that all proposals are unacceptable

20. Cost of Related-party Transactions - Limit the cost of related-party transactions in any resultant contract to the actual cost to the related party and to obtain information from other sources to determine actual cost of the related-party transaction

I. PROPOSAL PRESENTATION EXPENSES

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

J. PROPOSAL DUE DATE AND TIME

The Issuing Office must receive proposals no later than 3:00 p.m. local time on November 21, 2007. The Department will not consider a postmark date as the basis for meeting any submission deadline. Bidders should not interpret or otherwise construe receipt of a proposal after the closing date and time as stated herein as acceptance of the proposal, since the actual receipt of the document is a clerical function. The Department suggests the bidder use certified or registered mail to deliver the proposal when the bidder is not able to deliver the proposal by courier or in person. Bidders that are hand-delivering proposals will not be granted access to the building without photo identification and should allow extra time for security procedures. Bidders must address all RFP communications to the Issuing Office.

K. ACCEPTANCE OF PROPOSAL CONTENTS

If acquisition action ensues, the contents of this RFP and the proposal of the successful bidders will form the basis of contractual obligations in the final contract. The resultant contracts will be risk-based Purchase of Service (POS) contracts (Appendix I) between the successful bidders and the Department. The proposal must include a Signatory Acceptance (Appendix II), without qualification, of all terms and conditions as stated in this RFP and Part II of the Department's POS contract. Successful bidders may suggest alternate language after having accepted without qualification the Mandatory Terms and Conditions as specified in the POS contract. The Department may, after consultation with the State of Connecticut Attorney General's Office and the Office of Policy and Management (OPM), agree to incorporate the alternate language in any resultant contracts; however, the Department's decision is final. Any proposal 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.

L. BIDDER ASSURANCES

By submission of a proposal and through assurances provided by an officer of the bidder with the authority to bind the bidder in its Transmittal Letter and certification forms, as applicable, the bidder certifies or agrees that:

1. Independent price determination - By submission of a proposal and through assurances given in its Transmittal Letter, the bidder certifies that in connection with this procurement the following requirements have been met:

    a) Costs - The costs proposed have been arrived at independently, without consultation, communication, or agreement, for restricting competition, as to any matter relating to such process with any other organization or with any competitor.

    b) Disclosure - Unless otherwise required by law, the costs quoted have not been knowingly disclosed by the bidder on a prior basis directly or indirectly to any other organization or to any competitor.

    c) Competition - No attempt has been made or will be made by the bidder to induce any person or firm to submit or not submit a proposal for restricting competition.

    d) Prior knowledge - The bidder has no prior knowledge of RFP contents prior to actual receipt of this RFP and had no part in RFP development.

    e) Offer of gratuities - The bidder certifies that no elected or appointed official or employee of the State of Connecticut has or will benefit financially or materially from this procurement. Any resultant contracts may be terminated by the State if it is determined that gratuities of any kind were either offered to or received by any of the aforementioned officials or employees from the resultant contractors, the resultant contractors' agent, or the resultant contractors' employees.

    f) Campaign contribution restrictions - The bidder certifies receipt of SEEC Form 11.

2. Valid and binding offer - The proposal represents a valid and binding offer to provide services in accordance with the terms and provisions described in this RFP and any amendments or attachments hereto.

3. Press releases - The bidder agrees to obtain prior written consent and approval of the Department for press releases that relate in any manner to this RFP or any resultant contracts.

4. Restrictions on communications with Department staff - The bidder agrees that from the date of release of this RFP until the Department makes an award, that it shall not communicate with the Department's staff on matters relating to this RFP except as provided herein through the Issuing Office. Any other communication concerning this RFP with any of the Department's staff may, at the decision of the Department, result in disqualification of that bidder's proposal.

5. Evidence of qualified entity - The bidder certifies that it is qualified to conduct business in the State of Connecticut and is not prohibited by its articles of incorporation, bylaws, or the law under which it is incorporated from performing the services required under any resultant contract.

6. Real or perceived conflicts of interest - The bidder, its principals, and staff assure that they will avoid all real or perceived conflicts of interest with MCOs operating in the State of Connecticut. This assurance shall include, but not be limited to, an assurance that the bidder's principals and staff will have no relationships with MCOs during the term of the resultant contract that could or do conflict with the goals and intent of the Non-emergency Medical Transportation Program.

7. Discovery of a conflict of interest - The bidder certifies that it shall immediately disclose any situation with the Department's Contract Administrator where the bidder (if selected as the resultant contractor) becomes aware of an existing, potential, or perceived conflict that may compromise its objective provision of services under the resultant contract. The Department's Contract Administrator will determine the necessary remedy.

8. Independence - The bidder certifies that It is independent from any MCO, PIHP, PAHP, PCCM, or other healthcare provider in the State of Connecticut and that it will fully comply with §438.810 regarding independence and conflict of interest.

9. Health Insurance Portability and Accountability Act (HIPAA) compliance - The bidder certifies that it shall comply with the applicable parts of HIPAA pursuant to CFR 45 Part 160 and Part 164.

10. Confidentiality - The bidder certifies that it shall comply with all applicable State and Federal laws and regulations pertaining to the

confidentiality of all Medicaid applicant/client records and other materials that are maintained in accordance with the resultant contract including, but not limited to, the Health Insurance Portability and Accountability Act (HIPAA) of 1996.

11. Personnel and position - The bidder certifies that the positions and personnel identified in proposals submitted in response to this RFP will be the positions and personnel actually assigned to the Non-emergency Medical Transportation Program, if awarded a resultant contract. In any resultant contract, the resultant contractor shall submit to the Department for its approval, the name and credentials of any person or persons the resultant contractor proposes to replace existing or previously-proposed program management staff or other key personnel proposed by the bidder or identified by the State. Likewise, the resultant contractor shall propose to the Department for its approval prior to implementation any changes to positions including adding, deleting, or combining functions. Furthermore, the Department must approve any additions, deletions, or changes in positions or the personnel assigned in writing in any resultant contract. These changes must not negatively impact the Department or adversely affect the ability of the resultant contractor to meet any requirement or deliverable set forth in this RFP and/or the resultant contract. Also, at its discretion, the Department may require the removal and replacement of any of the resultant contractor's personnel who do not perform adequately under the resultant contract, regardless of whether they were previously approved by the Department. The Department shall reimburse the resultant contractor for those staff expenses actually incurred.

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

13. Suspension or Debarment - The bidder certifies that the bidder or any person (including subcontractors) involved in the administration of Federal or State funds:

    a) Has not within a three-year period preceding the proposal submission been convicted or had a civil judgment rendered against him/her for commission of fraud or criminal offense in performing a public transaction or contract (local, State or Federal) or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property

    b) Is not presently indicted for or otherwise criminally or civil charged by a governmental entity with the commission of any of the above offenses

    c) Has not within a three-year period preceding the proposal submission had one or more public transactions terminated for cause or fault

    d) Will immediately report any change in the above status to the Department

14. Subcontracts with transportation providers - The bidder, if awarded a resultant contract shall assure that transportation providers, through contractual agreements, shall offer qualified Medicaid clients all types and levels of transportation services for which they are licensed or certified.

15. Declaration of proprietary information - The State of Connecticut shall own all proposals submitted in response to this RFP. Bidders responding to this RFP may declare proprietary components of their proposals. However, such declarations must comply with the Freedom of Information Act (FOIA) and with §1-210 of the Connecticut General Statutes. Bidders making proprietary declarations must clearly identify those sentences or subsections with rationale that complies with the FOIA to claim proprietary exemption. The State of Connecticut will not accept blanket declarations. The bidder must explain the rationale for the proprietary claim in terms of the prospective harm to the competitive position of the bidder that would result if the identified material were to be released. The bidder must also state the legal argument for exempting the materials pursuant to the above-cited statute. The proprietary declaration should be located immediately following the Table of Contents. While bidders may claim proprietary

exemptions, any decision to release information subject to a FOIA request shall remain with the State of Connecticut.

M. FREEDOM OF INFORMATION

Due regard will be given to the protection of proprietary information contained in all proposals received; however, bidders should 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 therefrom. The bidder 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 bidders to merely state generally that the proposal is proprietary in nature and therefore not subject to release to third parties to claim an exemption. Price and cost alone do not meet exemption requirements. The particular pages or sections of the proposal that a bidder believes are proprietary must be specifically identified as such. The rationale and explanation must be stated in terms of the prospective harm to the bidder's competitive position that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the above-cited statute.

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

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

O. CONTRACT PERIOD

The Department requests proposals for non-emergency medical transportation for the resultant contract period of June 1, 2008 to May 31,

2013 according to the requirements set forth in this RFP. There will be a five-year contract with the option for two one-year extensions at the discretion of the Department. Based on the responsive proposals received, the Department will enter into at least one contractual agreement to coordinate non-emergency medical transportation in each of its three service regions.

SECTION III - GENERAL PROPOSAL REQUIREMENTS AND STRUCTURE

A. GENERAL PROPOSAL REQUIREMENTS

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

B. INSTRUCTIONS FOR PROPOSAL STRUCTURE

1. Delivery Condition - An original (clearly marked) and six exact, legible copies of the proposal must be submitted in clearly identified ("**Non-emergency Medical Transportation RFP** [with proposed service regions indicated]") sealed envelopes or sealed boxes by the deadline. In addition, one exact electronic copy of the entire proposal in a non-PDF format (in Microsoft Word, and where appropriate for spreadsheet presentations, in Microsoft Excel) must be submitted, except for those required documents that cannot be converted into electronic format.

2. Proposal Structure - The Department has structured the proposal submission requirements into four distinct parts: transmittal information and assurances, organizational capacity and structure, Scope of Services, and Business Cost Proposal.

3. Proposal Construction -

   a) Binding of Proposals - **THE BIDDER SHALL** submit a proposal in a format that will allow updated pages to be easily incorporated into the original proposal. An original (clearly marked) and six exact, legible copies of the proposal must be submitted in loose leaf or spiral-bound notebooks with the official name of the bidder appearing on the outside front cover

of each binder and on each page of the proposal (location is at the bidder's discretion).

b) Tab Sheet Dividers - A tab sheet keyed to the Table of Contents (TOC) must separate each major part of the proposal. The title of each part must appear on the tab sheet.

c) Table of Contents (TOC) - Each proposal must incorporate a TOC. It is through this TOC that the Department will evaluate conformance to uniform proposal content and format.

d) Cross-referencing RFP and Proposal - Each section of the proposal must cross-reference the appropriate section of this RFP that is being addressed. This will allow the Department to determine uniform compliance with specific RFP requirements.

e) Page Numbers - Each page of each part of the proposal must be numbered consecutively in Arabic numerals from the beginning of the proposal through all appended materials.

f) Page Format - The standard format to be used throughout the proposal is:

(1) Text shall be on 8½" x 11" paper, portrait orientation, single-spaced

(2) Pitch shall be a maximum of ten characters per inch

(3) Font shall be either Arial or Times New Roman and a minimum of twelve point

(4) The binding edge margin of all pages shall be a minimum of 1½ inches; all other margins shall be one inch

(5) Graphics may have a landscape orientation, bound along the top (11") side (if oversized, graphics may have a maximum of one fold)

(6) Graphics may have a smaller text spacing, pitch, and font size

SECTION IV - PROPOSAL CONTENTS

A. TRANSMITTAL COMMUNICATION, FORMS, AND ACCEPTANCES

Each proposal must include an original (clearly marked) and six exact copies clearly identified as "**Non-emergency Medical Transportation RFP** (with proposed service regions indicated)." One exact electronic copy (floppy or compact disk) must be submitted as well.

1. Transmittal Letter - To submit a responsive proposal, **THE BIDDER SHALL** submit the original proposal (clearly marked) and all copies with a Transmittal Letter limited to four pages, which addresses bidder assurances for independent price determination. The Transmittal Letter, which must be signed by a corporate officer with the authority to bind the bidder, shall also contain the following:

   a) Bidder Assurances for independent price determination, valid and binding offer, press releases, restrictions on communications with Department staff, evidence of qualified entity, real or perceived conflicts of interest, discovery of conflict of interest, independence, HIPAA compliance, confidentiality, personnel and position, insurance, suspension or debarment, subcontracts with transportation providers, and declaration of proprietary information

   b) A statement that any submitted proposal and cost shall remain valid for one hundred twenty days after the proposed due date or until the resultant contract is approved, whichever comes first

   c) The following identifying information:

      (1) Full legal name of the corporation and address

      (2) Federal Taxpayer Identification Number

      (3) Name, title, telephone number, fax number, and email address of the individual with the authority to bind the bidder to sign a contract with the Department

      (4) Name, title, telephone number, fax number, and email address of the bidder's principal contact to receive addendums to the RFP and requests for clarification

      (5) The region(s) the bidders intend to serve (Bidders may submit proposals for one or more regions. Bidders are

required to submit separate responses for each region where specific request items require regional differentiation. Separate responses may appear within the same binder.)

2. Table of Contents (TOC) - To submit a responsive proposal, **THE BIDDER SHALL** include a TOC for the entire proposal beginning with the Executive Summary including all appendices.

3. Executive Summary - To submit a responsive proposal, **THE BIDDER SHALL** include a high-level summary limited to two pages that summarizes the content of the proposal. The Department will not review proposals received from organizations that have no non-emergency medical transportation experience. The Executive Summary shall include the bidder's demonstrated experience of at least three years providing non-emergency medical transportation.

4. Addendum Acknowledgements - To submit a responsive proposal, **THE BIDDER SHALL** include the signed acknowledgement of their receipt of any and all Addendums issued for this RFP.

5. Procurement and Contractual Agreements Signatory Acceptance (Appendix II) - To submit a responsive proposal, **THE BIDDER SHALL** provide a signed Acceptance Statement, without qualification, of all Mandatory Terms and Conditions (Appendix I).

6. Workforce Analysis Form (Appendix III) - To submit a responsive proposal, **THE BIDDER SHALL** complete the Workforce Analysis Form. This form shall be completed by bidders with Connecticut worksites.

7. Notification to Bidders Form (Appendix IV [signed]) - To submit a responsive proposal, **THE BIDDER SHALL** include a summary of the bidder's affirmative action plan and the bidder's affirmative action policy statement. Additionally, to submit a responsive proposal, **THE BIDDER SHALL** address in writing the following five factors, as appropriate, to the bidder's particular situation. These factors are:

   a) Affirmative Action Plan - The bidder's success in implementing an Affirmative Action Plan

   b) Development of Affirmative Action Plan - The bidder promises to develop and implement a successful Affirmative Action Plan if no successful Affirmative Action Plan is in place

c) Apprenticeship Program - The bidder's success in developing an apprenticeship program complying with CGS §§46a-68-1 to 46a-68-17, inclusive

d) EEO-1 Data - The bidder's submission of EEO-1 data indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area

e) Set-aside for Minority Businesses - The bidder's promise to set-aside a portion of the contract for legitimate minority business enterprises, and to provide the Department Set-aside Reports in a format required by the Department

8. Smoking Policy (Appendix V - signed Statement, if applicable) - If the bidder is an employer subject to the provisions of CGS §31-40q (Appendix V), to submit a responsive proposal, **THE BIDDER SHALL** agree to provide the Department/DSS with a copy of its written rules concerning smoking. The Department must receive the rules or a statement that the bidder is not subject to the provisions of CGS §31-40q prior to contract approval.

9. Certification Regarding Lobbying (Appendix VI) - To submit a responsive proposal, **THE BIDDER 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.

10. Contract Affidavits/Certifications - Connecticut General Statutes §§4-250 through 4-252 require that State contracts with a value of $50,000 or more be accompanied by a Gift and Campaign Contribution Certification and a Consulting Agreement Affidavit. To submit a responsive proposal, **THE BIDDER SHALL** include a completed Gift and Campaign Contribution Certification (Appendix VII) and a Consulting Agreement Affidavit (Appendix VIII).

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

11. Affirmation of Receipt of State Ethics Laws Summary (Appendix IX) - Pursuant to Connecticut General Statures §§1-101mm and 1-101qq, persons, resultant contractors, subcontractors, consultants, or the duly-authorized representative thereof must affirm receipt of the summary of State ethics laws developed by the State Office of Ethics pursuant to Connecticut General Statutes §1-81b and that key employees of such person, resultant contractors, subcontractor, or consultant have read and understand the summary and agree to comply with its provisions. To submit a responsive proposal, **THE BIDDER SHALL** include a completed and signed Affirmation of Receipt of State Ethics Laws Summary.

12. Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Ban (Appendix IX) - 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.

B. ORGANIZATIONAL CAPACITY AND STRUCTURE (MAXIMUM SIXTY PAGES)

General - Responses to the requirements in this section must describe the background of the bidder and bidder's qualifications. The responses must also address the details regarding the size and resources of the bidder relevant to the functions to be performed under the resultant contracts.

Key Personnel and Staff Resources: Corporate Project Unit - The resultant contractors shall:

- Employ or contract with sufficient and suitable personnel to accomplish the tasks as outlined in this RFP

- Employ or contract with sufficient and suitable medical personnel (minimum registered nurse certification) to evaluate medical-appropriateness or medical-necessity limitations in determining appropriate mode of transportation including, but not limited to, reviewing, approving, and arranging chair vans, non-emergency ambulance services, and other types of restrictive transportation for clients (the medical personnel will also evaluate claims of closest-

appropriate provider and will discuss such claims with the client and/or healthcare provider, as appropriate)

- Dedicate specific and qualified staff to manage the following functions:
  - Call Center
  - Staff Training
  - Quality Management
  - Data Systems

1. **Organization** -

   a) Governance - To submit a responsive proposal, **THE BIDDER SHALL** provide the following information for the bidder as the proposed prime contractor and each proposed subcontractor:

      (1) The name, work address, and percentage of time spent on the contract for each responsible director

      (2) The role of the Board of Directors in governance and policy-making

      (3) A current organizational chart defining levels of ownership, governance, and management

      (4) A complete description of any and all related-party relationships and transactions (Past exercise of influence or control need not be shown, only the potential or ability to directly or indirectly exercise influence or control. The bidder must fully disclose any anticipated payments to a related party. Such payments are unallowable unless the resultant contractor provides sufficient data to satisfy the Department that the costs are necessary and reasonable.)

b) Ownership Disclosure - To submit a responsive proposal, **THE BIDDER SHALL** provide the following information for the bidder as the proposed prime contractor and each proposed subcontractor:

(1) A complete description of percent of ownership by the principals of the company or any other individual or organization that retains five percent or more including name, work address, and gender

(2) The relationship of the persons so identified to any other owner or governor as the individual's spouse, child, brother, sister, or parent

(3) The name of any person with an ownership or controlling interest of five percent or more in the bidder, who also has an ownership or control interest of five percent or more in any other related entity including subcontracting entity or parent entity or wholly-owned entity (the bidder shall include the name or names of the other entity)

(4) The name and address of any person with an ownership or controlling interest in the disclosing entity or an agent or employee of the disclosing entity who has been convicted of a criminal offense related to that person's involvement in any program under Titles XVIII, XIX, XX, or XXI of the Social Security Act, since the inception of such programs

(5) Whether any person identified in the above subsections has been terminated, suspended, barred, or otherwise excluded from participation, or has voluntarily withdrawn as the result of a settlement agreement, from any program under Titles XVIII, XIX, or XX of the Social Security Act, or has within the last five years been reinstated to participation in any program under Titles XVIII, XIX, XX, or XXI of the Social Security Act, and prior to said reinstatement had been terminated, suspended, barred, or otherwise excluded from participation, or has voluntarily withdrawn as the result of a settlement agreement, in such programs

(6) A description of the relationship with other entities including:

(a) Whether the bidder is an independent entity or a subsidiary or division of another company (if the bidder is not an independent entity, bidders shall describe the organization linkages and the degree of integration/collaboration between the organizations including any roles of the organization's principals)

(b) A description of the relationship of any parent company when the bidder is an affiliate of another organization

2. **Key Personnel and Staff Resources** -

a) Corporate Project Unit - To submit a responsive proposal, **THE BIDDER SHALL**:

(1) Provide a functional organizational chart detailing how the staffing for the proposed Non-emergency Medical Transportation Program fits within the entire structure of the bidder

(2) Describe how the proposed organizational structure will manage and operate the Non-emergency Medical Transportation Program

(3) Provide the names of bidder personnel proposed for this program and the hours and percentages of time dedicated to the Non-emergency Medical Transportation Program

(4) Justify its staffing resources to successfully meet its RFP response requirements in light of any other similar obligations for any other entity

b) Management Plan - To submit a responsive proposal, **THE BIDDER SHALL** describe a management plan for the program that includes, at a minimum:

(1) A description of the duties, authority, and responsibilities of each of the key personnel including the number and type of personnel to be supervised by each

(2) The names of key personnel who are not full-time staff of the bidder including a complete description of their employment status with the bidder

(3) An organizational structure of the company indicating lines of authority

(4) A description of any other current or planned contractual obligations that might have an influence on the bidder's capability to perform the work under resultant contracts with the Department

c) Program Manager - To submit a responsive proposal, **THE BIDDER SHALL** identify a Program Manager who will be responsible for:

(1) Implementing and managing the program

(2) Monitoring and ensuring the performance of duties and obligations under a resultant contract

(3) Day-to-day oversight of the program and who will be available to attend all program meetings at the request of the Department

(4) Responding to the Department's inquiries and other communications related to implementation, operations, and program management of the activities presented in this RFP

d) Job descriptions and resumes - To submit a responsive proposal, **THE BIDDER SHALL:**

(1) Provide proposed personnel job descriptions or resumes for key personnel for the following functional areas:

(a) Call Center

(b) Staff Training

(c) Quality Management

(d) Data Systems

(e) Program Manager

(f) Medical Review

(2) Specify the contract-related experience, credentials, education and training, and work experience in job descriptions and resumes and include:

(a) Experience with bidder (or bidder's proposed subcontractor)

(b) Relevant education, experience, and training

(c) Names, positions, titles, and telephone numbers of persons who are able to provide information concerning the individuals' experience and competence

(d) The customer and a brief description of the responsibility of the individual to the program for each program referenced in a resume

Resumes of personnel are limited to two pages per resume. Resumes and job descriptions are not included in the page limitation of this section.

e) Job Personnel and Tasks - To submit a responsive proposal, **THE BIDDER SHALL**:

(1) Describe the relationship between specific personnel for whom resumes have been submitted (or proposed job descriptions when specific individuals are not yet employed) and the specific tasks and assignments proposed to accomplish the Scope of Services and a justification of the individual's function based on the individual's competence including its:

(a) Procedures to secure and retain professional staff to meet the resultant contract requirements

(b) Method to improve personnel performance

3. **Corporate Experience** -

a) Contracts - To submit a responsive proposal, **THE BIDDER SHALL** describe its experience and success related to the Scope of Services for this program including the following information concerning the bidder's experience in other contracts or programs similar to the type of service contemplated by this RFP, whether ongoing or completed:

(1) Identify all state agencies and commercial vendors in Connecticut and all other states for which the bidder has engaged in similar or related contract work in the past five years

(2) Describe its contracts or the work performed in the past five years for those agencies or commercial vendors

(3) Provide a signed release allowing the Department to access any evaluative information including, but not limited to, site reviews conducted by any state agency or commercial entity for which the bidder has performed work in the past five years

(4) Identify contacts for those programs including name of customer's program officer, title, address, telephone number, fax number, and email address

(5) Identify the term for the contracts including the date of contract signing, the date of program initiation, the initial scheduled completion date, and the actual completion date

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

(7) Describe how the bidder contributed innovation and problem-solving expertise to a collaborative relationship with the governmental entity or commercial entity for selected contracts listed above

b) Bidder References - To submit a responsive proposal, **THE BIDDER SHALL** include three specific programmatic references for the bidder. References are individuals able to comment on the bidder's capacity to perform the services specified in this RFP. The contact person must be an individual familiar with the organization and its day-to-day performance. The references may include the State of Connecticut. Bidders are strongly encouraged to contact their planned references to ensure the accuracy of their contact information and their willingness and ability to be a reference. References must include the organization's name, address, current telephone number, and name of a specific contact person. The Department expects to use these references in its evaluation process. In addition, if the bidder's proposal includes the use of subcontractors for the direct provision of services, the bidder's proposal must also include three programmatic references for each proposed subcontractor.

4. **Connecticut Service Operation Location** - The resultant contractors shall establish an office and operation center in Connecticut for the specific resultant contractors' tasks that are defined in this RFP. To submit a responsive proposal, **THE BIDDER SHALL** propose a Connecticut office (including Call Center) location.

5. **Small, Minority, or Women's Business Enterprise** - Section 32-9e of the Connecticut General Statutes (CGS) sets forth the requirements of each Executive Branch agency relative to the Connecticut Small Business Set-Aside program. Pursuant to that statute, twenty-five percent of the average total of all contracts let for each of the three previous fiscal years must be set aside. The Department requires that the resultant contractors make a good-faith effort to set aside a portion of the contract for a small, minority, or women's business enterprise as a subcontractor. Such subcontractors may supply goods or services. Prospective bidders may obtain a list of firms certified to participate in the Set-Aside program by contacting the State of Connecticut Department of Administrative Services at the DAS Web site at http://www.das.state.ct.us/Purchase/SetAside/SAP_Search_Vendors.asp or by calling 860-713-5236. During the evaluation process, special consideration will be given to those bidders who document their use of a certified small business and/or demonstrate the bidder's commitment

to, whenever possible, use a certified small business. To submit a responsive proposal, **THE BIDDER SHALL** describe its effort to set aside a portion of the contract for a small, minority, or women's business enterprise as a subcontractor.

6. **Department Responsibilities** - To submit a responsive proposal, **THE BIDDER SHALL** propose specific support the bidder requires from the Department to perform the tasks in any resultant contracts.

   Specific Department responsibilities are:

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

   - Staff Coordination - The Program Manager will coordinate all necessary contacts between the resultant contractors and State staff.

   - Approval of Deliverables - The Program Manager will review, evaluate, and approve all deliverables prior to the resultant contractors being released from further responsibility.

   - Policy Decisions - The Department's OQA retains final authority for making policy decisions affecting completion of this program. In addition, the Department shall:

     - Monitor the resultant contractors' performance and request updates, as appropriate

     - Respond to written requests for policy interpretations

     - Provide technical assistance to the resultant contractors, as necessary

     - Allow access to Department automated databases, as available and permitted

     - Allow access to management reports and case files, as appropriate

     - Provide a Program Manager

- Schedule and hold regular program meetings with the resultant contractors

- Provide a process for and facilitate open discussions with staff and personnel to gather information regarding recommendations for improvement

- Provide data as required by the resultant contractors to perform the functions of the program

C. **SCOPE OF SERVICES (MAXIMUM ONE HUNDRED AND FORTY PAGES)**

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

1. **Bidder's Comprehensive Risk Understanding** - The overall focus of the program is to seamlessly provide non-emergency medical transportation for qualified Medicaid clients to Medicaid-covered medical services and without cost to the qualified Medicaid clients. To that end, the resultant contractors must be sensitive to the needs and circumstances of individual members and the policy requirements of the Department and the Federal government through CMS. The Department looks forward to a relationship with resultant contractors who will anticipate risks and propose solutions to problems that prevent applicants from using non-emergency medical transportation. To submit a responsive proposal, **THE BIDDER SHALL**:

   a) Demonstrate its understanding of the non-emergency medical transportation functions by describing potential risks to the Department and risks that the bidder could encounter by acting as a resultant contractor

   b) Propose solutions or approaches for managing those risks that demonstrate the bidder's familiarity and sensitivity with managing the program described in this RFP

2. **Collaboration with Government Agency** - The success of the Department's Medicaid effort will depend in part on a collaborative relationship between the Department, various interest stakeholders, and the resultant contractors. Within that relationship, the Department may require the resultant contractors to identify issues and concerns related to non-emergency medical transportation brokerage and other tasks performed by the resultant contractors with an eye toward improving performance and responsiveness toward applicants and

other stakeholders. To submit a responsive proposal, **THE BIDDER SHALL** propose its approach for collaborating with the Department to provide seamless non-emergency medical transportation.

3. **Task-related Policies and Procedures** -

The bidder must acknowledge and agree that:

- The success of the resultant contractors' performance depends, in part, on the resultant contractors' development of and application of clear and accurate policies and procedures that reflect functional interpretations of regulations, quality goals, and directives

- The resultant contractors' policies and procedures must be organized and available to allow seamless access by both the resultant contractors and designated Department administrative staff.

The Department shall:

- Interpret regulations, law, legislative intent, and practice standards as may be required from time to time

- Issue interpretations through policy or procedure memoranda or clarifications identified by number, date, contract section, or some other appropriate reference identification and the effective date and authorizing official

- Provide the resultant contractors the memoranda or clarifications through regular mail, email, or Internet to the resultant contractors' designated client

- Review, for approval, all proposed policies and procedures from the resultant contractors

The resultant contractors shall:

- Obtain the Department's approval prior to their implementation of all policies and procedures and revisions to the policies and procedures that from time to time the operational needs may warrant according to the following processes:

    - Propose all new policies or procedures or all proposed revised policies or procedures to the Department at least thirty days prior to making any such change or as otherwise agreed by the Department and the resultant contractors

    - Propose all client communication including letters, notices, email alerts, or other electronic or written communications related to the proposed policies or procedures to the Department thirty days prior to issuing or sending any such communication

    - Implement such policies or procedures only upon the prior written approval of the Department except that the resultant contractors may proceed with the change or issue the communication, as proposed, if the Department does not respond to the proposed changes or communications submitted for approval within thirty days (or as otherwise agreed by the Department and the resultant contractors) from its receipt of such proposed policies or procedures from the resultant contractors

    - Obtain written approval of the Department prior to sending or issuing any communication related to such policies or procedures

- Organize policies, procedures, memoranda, and clarifications in a format (referred to as the Policies and Procedures Guide) to allow its employees and employees of the Department coherent, immediate, and seamless access to current information to perform the contract tasks by arranging the information in a retrieval structure proposed by the resultant contractors and approved by the Department

- Provide the policies including archived and related information in printed form, as necessary

a) To submit a responsive proposal, **THE BIDDER SHALL**:

(1) Describe its current method for managing its policies and procedures in any similar contracts listed above (the bidder shall explain similarities and differences, if any, between its current practices in the contracts listed above and its proposed methodology in response to this RFP)

(2) Propose a methodology to develop, organize, and make available its policies and procedures to allow seamless access by both the resultant contractors and designated Department administrative staff

(3) Propose a process and schedule to:

(a) Develop and update policies and procedures

(b) Date stamp all memoranda and clarifications from the Department upon the resultant contractors' receipt of such communication from the Department

(c) Provide the Department draft policies and procedures

(d) Archive expired or otherwise outdated policies, procedures, memoranda, or clarifications with references to current policy, procedure, memorandum, or clarification

(4) Provide a sample policy or procedure that best exemplifies procedural clarity, detail, and language mastery for the skill level of employees dedicated to perform the functions contemplated by this RFP

4. **Automated Call Distribution (ACD) System** - Call Center technology referred to in this procurement is an Automated Call Distribution (ACD) system. Qualified Medicaid clients request non-emergency medical transportation or otherwise obtain or provide information through this technology. The system distributes and manages calls, tracks calls, provides automated information, and records voice calls and data. Related technology may record, retrieve, and transmit the recorded telephone calls electronically to the Department.

The resultant contractors shall implement and maintain a comprehensive, fully-functional, inbound and outbound telephone call system with the following characteristics and capabilities:

- The use of both staffed lines and an industry standard ACD system to monitor and distribute call volume to staff during regular business hours and transfer calls to an automated recording device during non-business hours in its Connecticut location with the following characteristics and specifications:
    - The ACD system shall provide:
        - Menu options
        - Sufficient lines to support the volume of calls within the performance standard defined in the resultant contract
- The ACD system shall include:
    - Limited-menu ACD including:
        - Prerecorded information
        - Option to accept messages in a voice mailbox
        - Option to talk with a representative or select a known extension
    - Translator service connection
    - Ability to receive direct and transferred calls
    - Ability to transfer calls internally and externally
    - Conferencing
    - TDD line for hearing-impaired persons
    - Overflow capability
    - Call-back capability

- Data collection and analysis including:
    - Tabulating and reporting data on telephone calls and surveys for both day-to-day operational management and ongoing service quality monitoring
    - Recording all telephone conversations including a method to retrieve such recorded conversations by date, time, and employee and a method to store such recordings (recorded telephone conversations shall remain available for retrieval for six months after the recording unless the Department requests an extended retention prior to the expiration of the retention of such recorded calls for audits, investigations, or other purposes the Department shall specify)
- After business hours, recorded messages shall provide sufficient and appropriate information regarding regular business hours
- Recorded messages when staff is not available for routine calls shall respond with a recording every thirty seconds from the ACD call activation during business hours (when calls are not answered within the first fifteen seconds, the ACD shall initiate a recorded message encouraging a caller to remain on the line and assuring a caller that a qualified staff will answer the call momentarily)
- The call reporting system shall include recording and statistical tabulating capability in real time including, at a minimum:
    - Number of incoming calls
    - Number of answered calls by resultant contractor staff by ACD line
    - Average number of calls answered by resultant contractor staff
    - Average call-wait time

- Average talk time by ACD line
- Percent of routine services calls answered by staff less than sixty seconds after the selection of a menu option
- Number of calls placed on hold and length of time on hold by ACD line
- Number and percent of abandoned calls (for purposes of this subsection abandonment refers to those calls abandoned after the entire menu selection has been played; the call-abandonment rate shall be measured by each hour of the day and averaged for each day)

- Recording all inbound and outbound telephone calls except those telephone calls for or from employees or classes of employees the Department exempts in writing upon request by the resultant contractors (notwithstanding the forgoing, the Department at its option may reverse any granted exemption upon written notice to the resultant contractors)
- A toll-free number and sufficient toll-free telephone lines for callers to obtain non-emergency medical transportation information, customer survey information, and to support clients, provider, and related functions outlined in this RFP
- Seamlessly transitioning a caller from the ACD to a Customer Service Representative (CSR) for the functions described in this RFP
- Connecting with a telephonic language translation service when and, if necessary, to respond to callers who do not speak English and a TDD line for the hearing-impaired
- An emergency option to allow qualified Medicaid clients immediate access to staff to manage urgent or emergency issues or to transfer emergency calls to 911 or an appropriate local emergency (ambulance) service, as appropriate
- A voice mailbox for after-hours calls with a call back the next day

- Additionally, the system (or separate device) shall allow the resultant contractors to immediately contact providers and shall allow the provider to immediately contact the resultant contractors in the event of an urgent transportation issue arising during the course of a non-emergency medical transportation trip

a) To submit a responsive proposal, **THE BIDDER SHALL**:

(1) Propose its ACD system to meet the performance requirements outlined above

(2) Propose its emergency backup system to provide access in the event of power or telephone failure

(3) Propose its method to record telephone communication for all staff with client contact

(4) Describe and justify the telephone system including:

(a) The number of telephone lines

(b) Anticipated number of calls by time of day and day of the week including peak call times

5. **Call Management** - For purposes of this RFP, call management is the process by which the bidder proposes to provide unobstructed telephone communication between clients or other stakeholders and the resultant contractors' employees irrespective of their particular role or function.

The Department shall regularly review the performance of the resultant contractors' call management services and require and review corrective action when necessary.

The resultant contractors shall:

- Provide sufficient and appropriate Call Center staff to manage calls at all times to fulfill the standards of promptness and quality listed below (furthermore, the resultant contractors shall provide sufficient staff in its Connecticut Call Center during normal business hours, 9:00 a.m. to 8:00 p.m., Monday through Thursday, 9:00 a.m. to 6:00 p.m. on Friday, and Saturday from

10:00 a.m. to 2:00 p.m., except for six regular State holidays, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day) to meet the following performance standards).

- Assure backup coverage for after-hours telephone calls
- Assure coverage for urgent calls or complaints at any time
- Answer ninety percent of calls within sixty seconds or less and ninety-five percent of all calls within ninety seconds or less with a Call Center staff as determined daily
- Maintain an abandonment rate of less than five percent as determined daily

- Maintain call statistics daily and report them to the Department in accordance with the reporting schedule and format outlined in this RFP
- Develop operational procedures, manuals, forms, and reports necessary for the smooth operation of call management
- Staff the Call Center with professional and diverse staff that demonstrate competence in their assigned tasks, multilingual skills, customer service knowledge, courtesy and confidentiality, and greet the caller by identifying themselves by their own first name when answering calls
- Provide Call Center staff with adequate training and demonstrated competence to respond to calls and inquiries from enrollees, the Department, agents of the Department, and other stakeholders
- Provide warm transfer to other resultant contractors in the event that a client or provider (or an MCO HUSKY client or a provider) calls resultant contractors not serving the client's service region, in the event that the Department contracts with more than one resultant contractor

a) To submit a responsive proposal, **THE BIDDER SHALL**:

(1) Propose its call management methodology and staffing arrangement to manage telephone calls within the functional task areas outlined in this RFP

(2) Fully describe in narrative and flow chart how clients and other stakeholders could access the resultant contractors' services with a minimum of barriers presented by automated ACD menu options and including maximum time lags between the initiation of the call and the opportunity for a client to talk with an appropriate employee

(3) Describe its staffing schedule to meet the requirements outlined above based on the call volume estimated in this RFP including the number of staff assigned by time of day and day of the week and non-business hours coverage

(4) Describe the bidder's process for managing emergency, urgent, and crisis telephone calls during normal business hours and after normal business hours including training, if any, for staff

(5) Describe how it will monitor the standards listed above

(6) Describe backup communication systems including:

(a) Its plan to respond to telephone calls seamlessly in the event of local power failures or other emergencies

(b) Its plan to provide operator response to requests for service when the number of calls exceeds the anticipated call demand

(7) Describe method to educate clients who habitually abuse the request system including clients who call after regular working hours and leave messages requesting non-emergency medical transportation

(8) Propose the Connecticut location of its co-located Call Center and office location whether or not co-located with any other services for any other bidder contract

(9) Describe its seamless process to transfer a caller to an alternative service provider serving the client's service region

6. **Transportation Network** -

The resultant contractors shall:

- Recruit, contract, and maintain a network of adequate non-emergency medical transportation providers available twenty-four hours a day including evenings, weekends, and holidays

- Not subcontract with any transportation provider who CMS has sanctioned or the Department has prohibited from participating in the Connecticut Medicaid Program

- Provide quarterly data on the network vehicle capacity including number, condition, and mileage of each vehicle by type in the network in a form and format as required by the Department

- Recruit and contract with traditional and nontraditional transportation providers including, but not limited to, providers that have suitable permitted vehicles and licensed and approved drivers, whose non-emergency medical transportation complies with applicable regulations and the cost of such service does not exceed comparable cost for commercial transportation and such transportation providers meet the resultant contractors' standards for qualification and performance that are not less stringent than those of the Department

- Designate a Senior Manager to act as the liaison between the resultant contractors and transportation providers and agree to meet with the transportation providers no less than quarterly to address issues raised by the transportation providers or to address issues raised by the resultant contractors (the resultant contractors shall provide the Department with the agendas, minutes, or notes of the transportation provider meetings)

- Provide quarterly data on the network driver capacity including number, training, certification, and background checks in a form and format as required by the Department

- Provide a monthly provider additions and deletions report to the Department

a) To submit a responsive proposal, **THE BIDDER SHALL** (provide a separate response for each region):

(1) Describe its proposed transportation network to provide a full range of non-emergency medical transportation

(2) List proposed providers sorted by transportation specialty with the following information for each provider:

(a) Name and address of the providers

(b) The service region of the providers

(c) Hours of operation

(d) A description of the types of services offered to the target population

(e) An estimate of the number of clients served under FFS

(f) Any limitations placed on the number of clients served

(g) The ability of the providers to offer services in a language other than English (specify the language(s)

(3) Describe the reimbursement procedures for each type of transportation including public transportation, mileage reimbursement, volunteer service, nonprofit or nursing home agency transportation, subcontracted service, or other appropriate transportation used

(4) Describe the reimbursement procedure to qualified Medicaid clients for out-of-pocket non-emergency medical transportation expenses

(5) Describe its recruitment strategy (by region) to obtain and maintain transportation providers who will provide non-emergency medical transportation for Medicaid clients residing in the bidder's proposed regions

(6) Describe its method for motivating its provider network and to maintain or improve its provider performance

(7) Describe any innovative efforts to attract and retain providers including any efforts to mitigate insurance and vehicle costs or any other expenses

7. **Subcontracts - Transportation Providers and Subcontracts for Transportation Network** - Contract agreements between the resultant contractors and transportation providers shall clearly identify the performance requirements to achieve the standards and requirements of the Non-emergency Medical Transportation Program and payment procedures for transportation providers.

The resultant contractors shall:

- Determine and authorize the most appropriate and economical mode of transportation for each qualified Medicaid client requesting transportation

- Reimburse transportation providers and Medicaid private auto providers on a regular schedule each month for each valid and documented trip

- Provide network capacity data in a form and format approved by the Department

- Be accountable and liable for all of the contractual provisions resulting from this RFP whether or not the resultant contractors chooses to subcontract its responsibilities to a third party

- May subcontract for any function - The following provisions of this section apply to those subcontractors retained for the purposes of providing the resultant contractors' requirements. In any subcontract arrangement, the resultant contractors shall comply with the following contractual conditions in addition to those Terms and Conditions approved by the Attorney General and listed in Appendices:

  - All subcontracts shall be written

  - All subcontracts shall include any general requirements of resultant contracts with the Department in response to

this RFP that are appropriate to the services provided by the subcontractor

- All subcontracts shall provide for the right of any Department staff or other governmental entity to enter the subcontractor's premises to inspect, monitor, or otherwise evaluate the work being performed as a delegated duty by the resultant contractors

- The Department shall retain the right to review and approve all subcontracts prior to their execution

- Require all transportation subcontractors to assure that their vehicles and drivers comply with all applicable State and Federal laws and regulations including, but not limited to, the Americans' with Disabilities Act and applicable laws and regulations related to appropriate certification or licensure for vehicles and drivers

- Cooperate in the performance of financial, quality, or other audits conducted by the Department or its agents

- Provide a copy of all subcontracts thirty days prior to execution for the Department's review

a) To submit a responsive proposal, **THE BIDDER SHALL** (provide a separate response for each region):

(1) In addition to the transportation providers, identify any other services for which the bidder intends or is contemplating using a subcontractor to perform the services or duties of the resultant contractors (for purposes of responding to this requirement, services shall not include janitorial services, various supply or service companies, such as paper and office supplies and equipment maintenance, clerical or building maintenance services; services shall include those support activities germane to the tasks contemplated by this RFP)

(2) Identify subcontractors' name, address, duties of the subcontractor, and the method of payment for the subcontractor

(3) Describe the minimum experience, qualifications, and competence requirements to perform any intended subcontracted service

(4) Describe the means used to select a subcontractor

(5) Describe the processes for managing subcontracts

(6) Provide written assurance to the Department from its legal counsel that each subcontractor (drivers and vehicles) is appropriately licensed or certified by the DOT and the DMV at the time of subcontract and that the bidder will monitor such licensure or certification

(7) Provide letters of commitment with each proposed transportation provider with whom the bidder proposes a subcontract

(8) Propose strategies to reduce per-trip costs

(9) Provide a specimen subcontract for the provision of the non-emergency medical transportation, which shall, at a minimum:

(a) Define the responsibilities of the resultant contractors and the subcontractors

(b) Describe the services, activities, and tasks to be performed by the subcontractors

(c) Describe the procedures the resultant contractors shall employ to measure the quality of services performed by the subcontractors

(d) Define the effective date and duration of the agreement and any termination and renewable options

(e) Include a clause requiring compliance with applicable reporting requirements of the resultant contractors' agreement with the Department

(f) Include a clause requiring agreement with the Mandatory Terms and Conditions contained in this RFP

(g) Include a clause requiring preservation of the confidentiality of any client information

(h) Define the financial terms of the agreement

(i) Define the staffing requirements necessary to carry out the range of services covered in the contract agreement

(j) Include a clause requiring equal access for Medicaid clients

(k) Include a clause prohibiting fraudulent or abusive practices including, but not limited to, the provision or receipt of gratuities or kickbacks

(l) Describe sanctions for failing to provide non-emergency medical transportation due to discriminatory practices

(m) Designate a Senior Manager to act as the liaison between the resultant contractors and the subcontractor

(n) Provide for a meeting, no less frequently than quarterly, between the resultant contractors and subcontractor (the meetings must have a written agenda and minutes)

(o) Include procedures for managing complaints and critical incidents

(p) Include procedures regarding the refusal of non-emergency medical transportation for Medicaid clients by the transportation providers

(q) Include procedures regarding the documentation of no-show pick-ups

(r) Describe its procedures to reimburse subcontractors

(s) Include the Department's policy prohibiting fraud and abuse as defined below

(t) Include specific provisions concerning the requirements for complying with applicable DMV licensure and DOT certification including sufficient liability insurance and sanctions for failing to comply with such regulations up to and including recovery of all payments made while the subcontractor provided non-emergency medical transportation while noncompliant with such registration, licensure, or liability insurance requirements

(u) Include provisions allowing the resultant contractors or Department (or its agent) to conduct unannounced checks, audits, or review of subcontractor performance documents including, but not limited to, transportation logs

(v) Include a clause listing the resultant contractors as an additional insured on all policy documents and insurance certificates, and provide documentation of insurance coverage for all vehicles that the transportation provider will or could use during the term of resultant contracts

8. **Sufficient and Adequate Vehicles** -

The resultant contractors shall:

- Maintain a network with sufficient vehicles to provide non-emergency medical transportation to all clients within the timeliness, promptness, and quality standards including:

  - Pick-up Delay - Transportation providers shall pick-up clients from arranged and scheduled pick-up times within a fifteen-minute variance from the time scheduled and no later than forty-five minutes from a call for a return ride (performance measurement)

  - Missed Pick-ups - Transportation providers shall provide all trips scheduled during a reporting period (performance measurement)

- Furthermore, such vehicles shall be maintained and inspected according to applicable state regulations including those of the DOT and the DMV

- Require its transportation subcontractors to maintain all vehicles in accordance with the livery standards established by the DOT and notify the DOT when deficient vehicles are identified and preclude transportation providers from using deficient vehicles from providing non-emergency medical transportation

- Provide network performance data including an examination of delays and missed pick-ups with the causes of such

a) To submit a responsive proposal, **THE BIDDER SHALL** (provide a separate response for each region):

(1) Provide a list of the types and number of vehicles available to the bidder through subcontractors

(2) Describe its plan to assure that the vehicles and drivers are appropriately licensed according to State regulatory authorities

(3) Describe its plan to fulfill the standards of promptness and quality defined above including, but not limited to, a review of patterns of expected performance violations

(4) Propose a reporting methodology to disclose pick-up delay and missed pick-ups

9. **Operating Hours** -

The resultant contractors shall provide non-emergency medical transportation during healthcare providers' hours of operation including extended business hours three hundred and sixty five days a year.

a) To submit a responsive proposal, **THE BIDDER SHALL** describe the following as it pertains to themselves and to their subcontractors:

(1) The hours of availability for all transportation providers

(2) The hours of availability for all dispatch staff for this program

(3) The hours of availability of supervisory staff

(4) The type and availability of coverage beyond normal hours of operation or in the event of an urgent need

10. **Ride Assignment and Dispatching** -

The resultant contractors shall:

- Assign rides to appropriate transportation providers
- Maintain immediate contact capability with provider dispatchers or other transportation provider personnel with the ability to contact and locate drivers and vehicles
- Report on trip data in a form and format as required by the Department

a) To submit a responsive proposal, **THE BIDDER SHALL**:

(1) Describe its trip assignment and verification methodology including trip acceptance by provider

(2) Describe its communication capability with each transportation provider with particular attention to how the bidder will communicate critical information that must be conveyed to the driver

(3) Describe the vehicle communication and tracking capability for each transportation provider to be able to locate its fleet vehicles and to be able to provide information between the dispatcher and the driver

(4) Describe the method each transportation provider uses to provide route, destination, and mapping information or vehicle location for both the driver and the dispatcher

(5) Identify all transportation providers that employ global positioning systems (GPS) or similar devices, describe and evaluate their use as a means to identify vehicle position in time and place and their application in identifying incidents or events in time and place

11. **Client Eligibility and Address Verification** -

The resultant contractors shall:

- Receive and process all requests for non-emergency medical transportation for Connecticut Medicaid Program clients who are not enrolled in MCOs, but who are listed in the Department's monthly data download and those eligible or pending clients who reside in the service region and are not on any resultant contractors' data download

- Arrange non-emergency medical transportation into and out of other regions and interstate, when appropriate, for pending and qualified Medicaid clients residing in the contract region

- Verify the client's eligibility for Medicaid

- Verify the client's address using the Department's data download or defer to the Department's verbal decision when the address given by the client is inconsistent with the Department's data listing

a) To submit a responsive proposal, **THE BIDDER SHALL** describe its process to assure accurate eligibility and pending status and address verification.

12. **Authorization Process: Non-emergency Medical Transportation Requests** -

The resultant contractors shall:

- Assess the client's qualification for non-emergency medical transportation - This assessment shall be consistent with the Department's Medicaid policy. At a minimum, the resultant contractors shall determine that:

    - The client is enrolled in the Connecticut Medicaid Program on the date of service or is pending in the Connecticut Medicaid Program and is not enrolled in a MCO on the requested date of service

    - The non-emergency medical transportation requested is to and/or from a Connecticut Medicaid Program-covered service

    - The client has no other available non-emergency medical transportation

- Schedule or arrange non-emergency medical transportation that comply with Department policy and are:

    - The lowest cost and appropriate mode of transportation possible

    - The most appropriate transportation available to meet the client's medical needs

- Confirm closest-available and appropriate provider

- Document the authorization reason when the resultant contractors authorize non-emergency medical transportation to a provider in the transportation database that is not the geographically-closest provider

- Use an automated system to schedule client trips with the following capabilities:

    - Acceptance of advanced reservations and requests for urgent service (urgent trips involve an unscheduled episode of illness or injury of a less serious nature than an emergency but for which treatment cannot be delayed without imposing undue risk on the client's well-being and the client must be transported on the day of the request or the next day)

    - Documenting the provider's acceptance of the trip

- Monitor provider dispatching activities to assure the following performance:

    - Waiting time for pick-up or delivery shall not exceed fifteen minutes

    - Transportation providers shall drop-off and pick-up clients at prearranged times

    - Transportation providers shall pick-up clients for appointments and drop them off at scheduled

appointment within a fifteen-minute variance from the time scheduled

- Transportation providers shall pick-up clients for return rides within forty-five minutes from the time the return trip call

- Report missed pick-ups and client no-shows to the Department in a frequency, form, and format approved by the Department

- Schedule or arrange non-emergency medical transportation to the nearest appropriate and available service provider

- Confirm with the client's care provider, the client's medical need for special transportation

- Record reasons for not using the lowest cost transportation provider in the resultant contractors' transportation database

- Accept reservations for non-emergency medical transportation for non-urgent medical appointments during normal business hours (9:00 a.m. to 8:00 p.m., Monday through Thursday, 9:00 a.m. to 6:00 p.m. on Friday, and Saturday from 10:00 a.m. to 2:00 p.m., except for six regular State holidays (New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day)

- Accept urgent reservations, as medical need dictates either on the day of the request, or the following day based on an appointment given by a healthcare provider (the resultant contractors shall confirm the urgent nature of the appointment with the healthcare provider, when possible, recognizing that client requests for non-emergency medical transportation at urgent care clinics cannot be verified; authorizations that need to be performed by a registered nurse may be performed during normal reservation hours)

- Require clients call to request non-emergency medical transportation at least two business days in advance of a scheduled non-urgent appointment (the resultant contractors may deny non-emergency medical transportation if the client fails to request non-emergency medical transportation for a scheduled non-urgent appointment at least two business days in advance)

- Waive the two-business-day requirement for good cause (good cause includes unanticipated circumstances, such as personal vehicle is not available unexpectedly or unexpectedly has no money for gas)

a) To submit a responsive proposal, **THE BIDDER SHALL** describe:

(1) Procedure for determining closest-appropriate provider

(2) Process for avoiding barriers to non-emergency medical transportation when either the client or the provider cannot verify the appointment including those instances when a client requests urgent non-emergency medical transportation for urgent care or when a provider can not (or will not) verify an appointment (for reasons of law, practice, or clerical mismanagement)

(3) Process for providing non-emergency medical transportation when the client has no permanent residence or when the individual requests non-emergency medical transportation to an alternate address for post-surgery care, hospitalization, or other medical care

(4) Procedure for determining appropriate mode of transportation

(5) Authorization Process including Approvals, Denials, Appeals, and Notice of Action

(6) Scheduling process and procedure

(7) Dispatching process and procedure

(8) Plan to respond to Urgent Demand-Response trips not scheduled in advance

(9) Plan to assure pick-ups within fifteen minutes of the scheduled pick-up time

(10) Plan to avoid missed pick-ups and no-shows

(11) Method to monitor client trip utilization and consistency with the resultant contractors' scheduled arrangements

13. **Client Outreach - Non-emergency Medical Transportation Information** -

The resultant contractors shall:

- Provide a comprehensive non-emergency medical transportation outreach and educational marketing plan and culturally-sensitive materials directed at qualified Medicaid clients, healthcare providers, and human service agencies within its service region that shall identify (the resultant contractors shall propose such materials to the Department within ninety days of the execution of resultant contracts):
    - The availability and coverage of non-emergency medical transportation
    - Eligibility for these services
    - The authorization process
    - How to properly access and use these services
- Obtain the Department's review and acceptance of the materials prior to the distribution of the materials (the Department shall have thirty days in which to review and approve or reject such materials submitted by the resultant contractors. If the Department fails to reject or makes changes to the materials within thirty business days, the materials shall be deemed approved by the Department)
- Implement strategies to work with clients who do not comply with established policies and procedures, or those clients who may have difficulty understanding expectations of riding in non-emergency medical transportation vehicles, such as clients who habitually do not show when the driver arrives to pick-up the client at a prescheduled time or exhibit other difficulties when riding in a vehicle

a) To submit a responsive proposal, **THE BIDDER SHALL**:

(1) Describe its plan to inform clients including printed materials in English and Spanish written at a reading level of seventh grade or less, and materials in other languages where the language is used by at least five percent of the population in the service region

(2) Provide samples of materials used for similar contracts

(3) Provide its client outreach plan to manage no-shows and other noncompliant client behavior

14. **Coordination of Service Provision with Existing Transportation Providers Including Other State Agencies** -

The resultant contractors shall:

- Establish linkages with community programs to coordinate non-emergency medical transportation for qualified Medicaid clients served in those group programs

- Recruit and contract with traditional and nontraditional transportation providers, where feasible and advantageous including, but not limited to, providers that meet the following requirements:

  - Suitable permitted vehicles

  - Appropriately licensed and approved drivers

  - Non-emergency medical transportation that complies with applicable regulations

  - The cost of such service does not exceed comparable cost for commercial transportation

  - Such transportation providers meet the resultant contractors' standards for qualification and performance that are not less stringent than those of the Department

a) To submit a responsive proposal, **THE BIDDER SHALL**:

(1) Describe its plan to promote transportation agreements with community-based providers that administer non-emergency medical transportation as part of their program operations

(2) Propose its plan to evaluate the economic viability for subcontracting the use of vehicles and non-emergency medical transportation from organizations that do not provide non-emergency medical transportation as its primary function but serve groups of individuals eligible for the non-emergency medical transportation

15. **Quality Management** - Quality Management refers to a comprehensive program of quality improvement and quality assurance activities that provides sufficient evidence to the Department that the resultant contractors and its employees:

- Consistently achieve contract terms and performance standards
- Provide appropriate, accurate, timely, and professionally-competent information and respectful communication to all non-emergency medical transportation clients

Non-emergency medical transportation Quality Management underscores the importance of non-emergency medical transportation as an essential support component of the system of Medicaid medical care.

The Department shall:

- Review for approval, prior to implementation, the resultant contractors' Quality Management plan and program description that incorporates its initiatives, strategies, and methodologies for ongoing quality assurance, quality improvement, and concurrent systems for identifying issues that require immediate attention
- Require the resultant contractors to study and evaluate issues that the Department may from time to time identify
- Designate quality indicators to monitor performance
- Review for approval all survey scripts or templates

- Periodically audit the Quality Management efforts conducted by the resultant contractors and based on the results of the audit, require corrective action

<u>The resultant contractors shall</u>:

- Propose to the Department for its approval an annual Quality Management Program and Implementation Plan that describes the Quality Management program structure and outlines the Quality Management objectives and planned programs that address:
    - Non-emergency medical transportation contracting
    - Non-emergency medical transportation eligibility
    - Non-emergency medical transportation request processing
    - Standards of promptness management
    - Complaint management
    - Satisfaction surveys
    - Other ongoing Quality Management activities
    - Quality Improvement Initiatives
    - Quality Management program evaluation
    - Reports
    - Driver and vehicle licensure and certification requirements
    - Implement a comprehensive quality assurance program that assures the quality of all types of non-emergency medical transportation including their availability, accessibility, and coordination
    - Objectively and systematically monitor and evaluate the quality and appropriateness of services provided to

clients through quality of service studies and related activities and pursue ongoing opportunities for improvement

- Implement a Department-approved method to manage complaints and grievances from clients and providers regarding the resultant contractors' and its subcontractor's performance

  The procedures shall, at a minimum, describe:

  - A hierarchy of steps a caller and the resultant contractors may take to address complaints or grievances

  - The method of informing the caller regarding the complaint resolution options

  - The tracking and management of complaints including those resolved informally including a short-dated summary of the problem, the response, and the resolution

- Implement a Department-approved method to track and monitor performance of the quality indicators

- Provide a flow chart and methodology to track, monitor, respond, and resolve all complaints

- Conduct satisfaction surveys as described in the resultant contractors' Quality Management Plan

- Employ a dedicated qualified Quality Management key person, with approval of the Department, to operate and manage the Quality Management program and whose activities are separate from direct enrollee contact

- Implement an ongoing review of employee Call Center performance including:

  - A random selection of at least two telephone calls weekly from each employee communicating with a caller for non-emergency medical transportation

- The use of a standard protocol (as described in this RFP) for evaluating telephone call performance including the accuracy of the information provided and the sensitivity to customer satisfaction and telephone etiquette

- Refer for additional training or coaching individual staff performing at less than an average of ninety percent proficiency in any month

- Prioritize, monitor, and analyze problems identified through enrollee and client surveys and employee performance reviews

- Implement three quality improvement initiatives/efforts each year

- Annually, review and update the Quality Management Program

- Submit to the Department an annual summary of Quality Management activity in the Annual Report

- Implement an ongoing provider safety program that addresses, at a minimum:

  - Driver licensure, training, and drug- and alcohol-testing

  - Vehicle safety inspections

- Assure that their subcontracted transportation providers shall meet licensure or certification requirements and the non-emergency medical transportation requirements established by the DOT and the DMV

a) <u>To submit a responsive proposal, **THE BIDDER SHALL**</u>:

(1) Propose a Quality Management program describing the Quality Management program model, methods, and structure including examples that illustrate how Quality Management program activities have produced results that were fed back to specific organizational area to change practice and improve performance

(2) Propose quality indicators and methods that might serve as effective measures of implementation during the first nine months of implementation

(3) Propose a methodology to track and monitor key initial and ongoing quality performance indicators

(4) Propose a survey methodology for obtaining client services satisfaction and feedback including sample size and selection processes

(5) Propose a complaint management process

(6) Propose an incident investigation and resolution process including any special investigatory processes applied to complaints involving

(a) Impropriety between driver and minor or adult passenger

(b) Physical injury

(8) Propose a methodology to track various types of concerns expressed by clients when contacting the resultant contractors for any reason including a flow-chart and description of how the bidder will track, monitor, and respond to all complaints with particular categorical identification of those concerns and complaints

(9) Propose a method to identify, resolve, and track non-emergency medical transportation reservation problems

(10) Propose a methodology to survey client satisfaction including:

(a) Sample size

(b) Sample representation

(c) Frequency

(d) Survey content

(11) Propose a method to assure appropriate driver licensing

(12) Propose a program of randomized driver drug- and alcohol-testing including;

(a) Sample size

(b) Sample representation and selection methodology

(c) Frequency

(13) Propose a method to assure vehicle safety and appropriate insurance coverage

(14) Propose a quality improvement cycle that improves practices and processes based on internal quality initiatives

(15) Propose a quality improvement timetable with relevant monitoring benchmarks

(16) Propose its plan to evaluate the economic viability for subcontracting the use of vehicles and non-emergency medical transportation from organizations that do not provide transportation

(17) Propose a spreadsheet data format for reporting and monitoring quality assurance activities

16. **Complaint Resolution and Grievance Procedures** -

The resultant contractors shall:

- Implement practices to resolve client and provider complaints and formal grievances

  At a minimum, the practices shall include:

  - Procedures for registering and responding to complaints and grievances in a timely fashion
  - Documentation of the complaints or grievances and the actions taken
  - Procedures to address the complaint or grievance

- An appeal process for unresolved complaints and grievances

- Implement a computerized system to record all data associated with complaints that, at a minimum, shall include:

  - Aggregation of complaint and grievances data including scanned documents, recorded telephone calls, notes, summaries, and any other information pertaining to a complaint or grievance

  - Spreadsheet (single record per line) analysis capability

a) To submit a responsive proposal, **THE BIDDER SHALL**:

(1) Describe its system to resolve client and provider complaints and formal grievances

(2) Describe the relationship and interaction between resultant contractors' complaint and grievance procedures and the Department's Fair Hearing Process

(3) Propose a system to aggregate and analyze data and securely make such data available to the Department over the Internet

17. **Safety and Risk Management** -

The resultant contractors shall:

- Implement procedures that will assure the safety of passengers and drivers

- Provide vehicle status and maintenance data in a frequency, form, and format approved by the Department

- Permit escorts or attendants to accompany a client or group of clients who have a need or disability that necessitates the assistance of an escort or attendant including, but not limited to, blindness, deafness, mental illness, developmental disability, or any individual under eighteen years of age

- Implement, subject to the approval of the Department, safe assistance efforts for individuals who reside in their own homes but require help in navigating stairs or other barriers, but who do not qualify for ambulance transportation

a) To submit a responsive proposal, **THE BIDDER SHALL**:

(1) Fully describe its procedures and subcontractor expectations to prevent injury or harm to passengers and drivers

(2) Outline a plan to assist drivers to recognize and report potential client abuse

(3) Propose a plan to assure safe child transportation including, but not limited to, compliance with Connecticut's Child Passenger Safety Law §14-100a

(4) Propose a method that assures the safe non-emergency medical transportation of clients who typically use mobility-assistance devices including, but not limited to, walkers, manual, or motorized wheelchairs, and scooters (three- or four-wheeled) and that complies with Connecticut Public Act 07-134 (Appendix XXVI)

(5) Propose a description of safe non-emergency medical transportation guidelines for potential riders and drivers

(6) Propose procedures to help clients understand the importance of safe non-emergency medical transportation procedures and limitations

(7) Propose any other risk-management procedures (including training opportunities for providers, if appropriate) that will assure a safe and reliable non-emergency medical transportation system

(8) Describe its precautions and methods for overcoming or otherwise managing specific transportation challenges presented by:

(a) Transporting individuals when drivers assess a threat risk from the client or another person within the client's residence or within the vehicle

during the non-emergency medical transportation including but not limited to emergent medical conditions identified en route:

(i) At pick-up

(ii) During the trip

(iii) At a return or subsequent trip

(b) Transporting individuals under the age of sixteen who present safety risks during a ride including follow-up action for subsequent trips

(c) Transporting unaccompanied elderly and medically-frail clients including a proposal to assist individuals who live in their own homes and who require assistance navigating stairs and other barriers but do not qualify for ambulance transportation

(d) Transporting individuals from hospitals and clinics during evening hours

18. **Cultural Sensitivity and Disability Accommodation** -

Non-emergency medical transportation must be available to qualified Medicaid clients irrespective of the regions, communities, or neighborhoods they live in or their national origin or ethnicity or their age, gender, others with whom they live, or the nature of their disability.

The resultant contractors shall:

- Arrange non-emergency medical transportation for qualified Medicaid clients to the nearest appropriate provider (as described in this RFP) without discrimination due to the particular neighborhood (geographic accessibility) within which a client resides nor the client's cultural heritage or any other factor prohibited by State or Federal law including, but limited to, a level of disability exhibited by a client

- Provide non-emergency medical transportation for qualified Medicaid clients irrespective of their disabilities (such

accommodation includes, but is not limited to, providing communication alternatives to persons with hearing challenges or comprehension challenges)

- Provide the least-expensive mode of transportation based on the medical condition, needs, and limitations of the client established through an appropriate means including the verbal claim by the client requesting a ride to a clinician for a first-time appointment (in this instance, a clinician would not have been able to assess the medical condition and without the opportunity to assess, the clinician would not be able to verify the client's ability to use a particular mode of transportation)

- Require transportation providers (drivers) to assist clients entering and exiting the vehicles (such assistance may include assisting individuals from their homes to the vehicle and from the vehicle to a medical service provider lobby when an escort or an attendant does not accompany the individual)

- Assure that providers and drivers comprehend reasonable accommodations for persons with physical, emotional, or comprehension limitations (assistance in this context is not intended as a replacement for an escort or an attendant)

a) To submit a responsive proposal, **THE BIDDER SHALL** describe its procedures to overcome barriers to non-emergency medical transportation presented by individuals with various challenges including, but not limited to, physical, emotional, or any other accessibility challenges including those presented by culture and geography.

19. **Staff and Provider Training and Procedures** -

The resultant contractors shall:

- Develop and implement an in-service training program and operational procedures and provide manuals, forms and reports necessary for smooth operation of the non-emergency medical transportation responsibilities

- Implement a formal training program that shall orient staff to standard procedures and practices including service quality such that clients receive excellent customer service treatment with respect, dignity, and cultural sensitivity

- Implement training for providers and their drivers to assure their compliance with Medicaid requirements including, but not limited to, the requirement for educating all employees and officers on how to detect fraud, waste, and abuse

a) To submit a responsive proposal, **THE BIDDER SHALL**:

(1) Outline a plan of in-service training that includes procedures, practices, and customer satisfaction

(2) Provide a sample curriculum outline for a topic area applicable to employees and another sample curriculum for providers and their drivers regarding a topic area in the Scope of Services contemplated by this RFP and currently used by the bidder in any of the bidder's contracts listed above

(3) Outline its training for grievance and complaint management

(4) Outline its training for closest-appropriate provider determination

(5) Outline its training for mode of transportation determination

20. **Client Satisfaction and Assurance** -

The resultant contractors shall:

- Aggressively pursue client satisfaction with the non-emergency medical transportation

- Solicit client assessment regarding the non-emergency medical transportation and actively address concerns raised by clients through formal surveys and complaints made through a formal grievance procedure

- Survey (with prior Department approval of the survey instrument) a representative and randomly selected sample of clients who have received non-emergency medical transportation provided under the contract after the first twelve

months of the resultant contracts and at annual intervals thereafter

a) To submit a responsive proposal, **THE BIDDER SHALL**:

(1) Describe its plan for implementing a client survey

(2) Describe its plan for evaluating the survey results, developing recommendations from the survey, and acting on recommendations resulting from the survey

(3) Propose a plan to document, trend, and analyze complaints and developing corrective action plans or recommendations

21. **Non-emergency Medical Transportation Database and Data Interactivity with the Department's Eligibility System** -

The resultant contractors shall:

- Establish and maintain a computer database sufficient to meet the needs of the Non-emergency Medical Transportation Program in the regions contracted
- Access the Department's AEVS to verify eligibility for non-emergency medical transportation
- Process monthly computer files of Medicaid persons in the region and related information from the Department or its fiscal agent
- Maintain a daily computerized Trip Log (excluding public transportation) that documents the following data elements, at a minimum:
    - Client name
    - Connecticut Medicaid Program identification number
    - Requester name (if different)
    - Date/time of request
    - Date/time of medical appointment

- Mode of transportation requested/mode of transportation authorized
- Justification of mode of transportation authorized
- Scheduled and actual date and time of pick-up/drop-off
- Pick-up location (street and city/town)
- Drop-off location (street and city/town)
- Referral, approval, or denial (include reason) of non-emergency medical transportation
- Ancillary services authorized (parking, tolls, lodging, meals, attendant, children)
- Transportation provider number and name available by number
- Date/time of notification to transportation provider
- Mileage
- Trip cost
- Staff referring/authorizing/denying request
- Notes (cancellation, incomplete request, no-show, abusive behavior occurrence, special handling assistance needs)
- Reason for trip (behavioral health, medical, dental, dialysis, methadone)

- Maintain the system that will count trips and miles by transportation provider by type and in/out city/town cost
- Maintain bus and train pass information by type and count
- Maintain electronic (and when requested by the Department, hard copy) files on transportation expenditures, by transportation provider, that justify the number of trips (this

data must be easily cross-referenced to actual trips provided and specific clients)

- Implement and maintain a complaint management system that:
  - Contains the following data elements, at a minimum:
    - Date and time of complaint
    - Complainant
    - Recipient or client
    - Source of complaint (telephone, mail)
    - Nature of complaint
    - Parties involved in the complaint
    - Contact telephone number
    - Follow-up action
    - Action due date
    - Investigation
    - Police report
    - Recommendations
    - Other elements as determined by the Department.
  - Creates a file for each complaint that includes documents, recordings, and other information related to the complaint
  - Allows the Department online access and ability to sort, filter, and copy data
- Implement and maintain an interactive provider/driver issue management system

- Maintain a system to perform the following daily functions: support for service authorization, trip scheduling, provider reimbursement, complaint management, and Department monitoring:

    - Record and store client and Trip Log data in a designated database format

    - Back up the database daily

    - Provide query function to retrieve data by field element within twenty-four hours

    - Maintain all client reservation data for at least twenty-four months from the date of the transaction

    - Provide all computer programming functions and costs associated with the maintenance of this database

    - Standardized and ad-hoc reporting

a) <u>To submit a responsive proposal, **THE BIDDER SHALL**</u>:

(1) Describe its capacity to interact with the Department's data system

(2) Describe its methodology to use the AEVS when the resultant contractors receive requests for non-emergency medical transportation for clients who are not identified on the monthly roster

(3) Describe its Transportation Database

(4) Describe its procedures to maintain the confidentiality of all client information held by the resultant contractors and subcontractors in conformance with Federal and State statutes and regulations

(5) Describe reporting system and ad-hoc capability

22. **Third-party Liability** -

The resultant contractors shall:

- Obtain information concerning possible third-party resources from participating clients

- Report to the Department any information that varies with the information on AEVS and transmit copies of verification when provided by the client

- Coordinate benefits of Federal and private health insurance or other resources to avoid cost to the Department's Non-emergency Medical Transportation Program:

  - Collect only its cost from liable third parties within sixty days of the date of service to the client or the end of the month in which the resultant contractors learn of the existence of a liable third party (thereafter the Department shall retain the right to pursue this third-party resource)

  - Cooperate with the Department in all third-party recovery efforts

  - Transmit third-party liability information collected by the resultant contractors to the Department

  - Notify the Department of any/all non-emergency medical transportation accidents (when a client is a party to the accident, the resultant contractors shall also provide the name of the insurance carrier and relevant contact information including, but not limited to, the non-emergency medical transportation provider, driver, owner, carrier, and policy number)

a) To submit a responsive proposal, **THE BIDDER SHALL** describe its plan to pursue and collect third-party resources.

23. **Fraud and Abuse Prevention** -

The Department is extremely concerned about potential fraudulent, abusive, and inappropriate use of Medicaid-covered transportation both on the part of transportation providers and clients including:

- Transportation of ineligible riders
- Trips to non-covered Medicaid services
- Multiple trips where only one trip is necessary
- Transportation in an ambulance or wheelchair-accessible vehicle when the client's medical needs do not warrant the level of transportation
- Charges by providers for more miles than the actual distance of the trip
- Transportation for trips that never occur
- Gratuities or other types of inducements to the clients or others acting on behalf of the clients for any purpose
- Non-emergency medical transportation in unlicensed or un-permitted vehicles or driven by uninsured drivers.

The Department requires the resultant contractors and its subcontractors to comply with the fraud and abuse requirements listed herein and may impose a sanction up to and including a $10,000 penalty for each failure to comply with any provision of this section. The Department may also take any other action including the recovery of payments, or termination of or refusal to renew the resultant contracts, or any other remedy allowed by Federal or State law.

The resultant contractors (and its subcontractors) shall:

- Not knowingly take any action or fail to take any action that could result in an unauthorized benefit to the resultant contractors, its employees, its subcontractors, its vendors, or to a client
- Commit to preventing, detecting, investigating, and reporting potential fraud and abuse occurrences, and assist the

Department and DHHS in preventing and prosecuting fraud and abuse in the Non-emergency Medical Transportation Program

- Acknowledge that the Department and DHHS Office of the Inspector General have the authority to recover payments or to impose civil monetary penalties on individuals and entities that submit false and fraudulent claims related to the Non-emergency Medical Transportation Program

- Immediately notify the Department when it detects a situation of potential fraud or abuse including, but not limited to, the following:

  - False statements, misrepresentation, concealment, failure to disclose, and conversion of benefits

  - Any giving or seeking of kickbacks, rebates, or similar remuneration

  - Charge of or receipt of reimbursement in excess of that provided by the Department

  - False statements or misrepresentation made by a provider, subcontractor, or client to qualify for the Non-emergency Medical Transportation Program

- Cease any conduct that the Department or its agent deems to be abusive of the non-emergency medical transportation, and to take any corrective actions requested by the Department or its agent

- Provide full and complete information on any employee or subcontractor who has been convicted of a civil or criminal offense related to that person's involvement under Medicare, Medicaid, or any other Federal or State assistance program prior to entering into resultant contracts

- Attest to the truthfulness, accuracy, and completeness of all data submitted to the Department, based on the resultant contractor's best knowledge, information, and belief

- Implement administrative and management procedures and a mandatory compliance plan to guard against fraud and abuse

  The resultant contractors' compliance plan shall include, but not necessarily be limited to, the following efforts:

  - Designation of a Compliance Officer and a Compliance Committee responsible to senior management

  - Written policies, procedures, and standards that demonstrate commitment to comply with all applicable Federal and State standards

  - Effective lines of communication between the Compliance Officer and resultant contractors' employees

  - Regular reviews and audits of operations to guard against fraud and abuse

  - Assessing and strengthening internal controls to ensure claims are submitted and payments are made properly

  - Effectively training and educating employees, providers, and subcontractors about fraud and abuse and how to report it

  - Effectively organizing resources to respond to complaints of fraud and abuse

  - Establishing procedures to process fraud and abuse complaints

  - Establishing procedures for prompt responses to potential offenses and reporting information to the Department

- Examine publicly available data including, but not limited to, the CMS Medicare/Medicaid Sanction Report and the CMS Web site (http://www.oig.hhs.gov) to determine whether any potential or current employees, providers, or subcontractors have been suspended or excluded or terminated from the Medicare or Medicaid programs and shall comply with, and give effect to, any such suspension, exclusion, or termination in accordance with the requirements of State and Federal law

- Meet the requirements of §6033 of the Deficit Reduction Act of 2005, P.L. 109-171, and any implementing regulations or guidance on those requirements issued by the Federal government

a) To submit a responsive proposal, **THE BIDDER SHALL**:

(1) Describe its detailed plan to prevent fraud and abuse as described above

(2) Describe its procedures for corrective action when it discovers fraudulent, abusive, or inappropriate use of non-emergency medical transportation by providers or clients

24. **Systems Design and Architecture** -

The resultant contractors shall:

- Establish and maintain a HIPAA-compliant computer system to accommodate all operational and reporting functions required in the resultant contract

- Maintain all operational data in an information system that is compliant with Open Database Connectivity Standards (ODBC) and that will allow for easy data retrieval to meet the program reporting specifications

- Maintain information integrity through controls at appropriate locations within the resultant contractors' system and process flow and ensure quality control of all electronic transmissions and magnetic tapes

- Supply all computer hardware (and software, as appropriate) necessary to provide eligibility access to resultant contractors' staff (resultant contractor-supplied computer hardware and software must meet Department approval)

- Perform all file and system maintenance functions to the resultant contractors' proprietary system

- Maintain data processing expertise, data processing equipment, programmers and operators, and other related technical support

to ensure the continued operation of the enrollment contractor functions

a) To submit a responsive proposal, **THE BIDDER SHALL**:

(1) Describe and profile the information system the bidder proposes to use to perform the information management functions required by this RFP using the following chart:

	System/Information Management Function	Application				Operating Environment				
		Name of Application	Application Version Release Level	Other Clients?	Application Manager	Hardware Vendor	Hardware Model	System Vendor	System Version	Manager
1	Capture, store, maintain member data section									
2	Maintain history of additions, deletions, and changes									
3	Produce reports									
4	Identify, store, and report to Department corrections to member data received from Department									
5	Capture, store, and maintain non-emergency medical transportation reservation data									
6	Electronic messaging between bidder and Department									
7	Member interaction management: record, date/time stamp, and track status of all interactions between bidder and members									
8	Complaint management									

(2) Propose file structure and layout and transmission methods between the Department (or its agent) and the bidder

(3) Propose a detailed plan to assure information security and integrity

(4) Propose a detailed methodology to audit system security and other steps to prevent identity theft

(5) Propose a comprehensive disaster recovery plan on an agreed-upon schedule following the execution of the resultant contracts that will comply with all existing State disaster recovery protocols, and will, at a minimum, assure continuous operations including no loss of:

(a) Service of more than eight hours in the event of a system failure

(b) Service of more than one week in the case of a major natural disaster or act of war

(c) Historical data

25. **Information System Functionality** -

The success of the Department's health service system for Medicaid recipients depends on a responsive non-emergency medical transportation system, which in turn depends on an integrated data system. The resultant contractors shall perform a pivotal role by scheduling non-emergency medical transportation with subcontractors based on appropriate confirmation of eligibility and other factors. The resultant contractors may from time to time be required to produce data extracts and reports of its activity for the Department.

The Department shall:

- Create and update eligibility files and transmit the data to the resultant contractors monthly (the files will provide the primary basis for confirming the eligibility of individuals who request non-emergency medical transportation)

- Verify eligibility when the name of a person who requests non-emergency medical transportation does not appear on the file provided to the resultant contractors

- Communicate eligibility standards and policies to the resultant contractors

The resultant contractors shall:

- Maintain a Medicaid Eligibility Platform capable of receiving eligibility files from the Department

- Maintain a Reservation Platform capable of conducting non-emergency medical transportation reservation/confirmation transactions

- Maintain a Complaint Management Platform capable of receiving and tracking complaints

- Maintain a Vehicle Management Platform capable of monitoring vehicle status including mileage, condition, and inspections routinely (including identification data for the vehicles including owner, plate number, and Vehicle Identification Number)

- Archive client data for a minimum of seven years from the date of its creation or for the duration of any audit requiring the preservation of such data or as otherwise required by Federal or State regulations

a) To submit a responsive proposal, **THE BIDDER SHALL**:

(1) Describe its system, software, data storage, and retrieval capacity to perform the functions described above

(2) Propose a robust analytical system that permits Department staff to examine and query non-emergency medical transportation data to evaluate emerging and existing issues

(3) Describe its method for sharing non-emergency medical transportation information and data in a secure format between the resultant contractors and the Department and its resultant contractors

26. **Security and Confidentiality** -

The Health Insurance Portability and Accountability Act of 1996 (HIPAA) requires the Department, as a covered entity, to protect the privacy of clients and client information. As a covered entity, the Department requires that the resultant contractors similarly comply with all State and Federal laws concerning privacy and security of all client information provided to the resultant contractors by the Department or acquired by the resultant contractors in performance of the contract. Client information includes all client information whether maintained or transmitted verbally, in writing, by recording, by magnetic tape, or electronically. Compliance with privacy laws includes compliance with

the HIPAA Privacy Rule and also compliance with other Federal and State confidentiality statutes and regulations that apply to the Department. The Department also requires the resultant contractors to continually update and improve its privacy and security measures as client data becomes more vulnerable to external technological developments. The Department requires the resultant contractors to comply with HIPAA requirements when it requires the resultant contractors to share certain information with the Department's contracted MCOs, Administrative Services Organization, or other agent of the Department.

The Department shall:

- Designate specific staff to access and request client information from the resultant contractors

- Review and approve privacy and security policies and procedures developed by the resultant contractors

- Review breaches in privacy and security that have been reported to them by the resultant contractors

The resultant contractors shall:

- Comply with Connecticut General Statutes §53a-250 through 53a-261 regarding computer-related offenses

- Comply with all applicable Federal and State laws and regulations, as an agent or business associate of the Department, regarding confidentiality and safeguarding information including HIPAA privacy and security regulations that apply to business associates of the Department including, but not limited to, returning or destroying all client information created or received by the resultant contractors on behalf of the Department, as directed by the Department

- Comply with all security and use requirements established by the Department for parties using EMS, AEVS, and any other Department data system

- Propose for review and approval of the Department on an agreed-upon schedule, security policies and procedures that comply with State and Federal law concerning the use, disclosure, and security of client data including procedures to:

    - Prevent the improper use or disclosure of any information about an enrollee that is obtained from any source or in any manner except in connection with the legitimate performance of tasks within the resultant contract

    - Limit access to client information held in its possession to those individuals who need client information for the performance of their job functions and ensuring that those individuals have access only to that information that is the minimum necessary for performance of their job functions

    - Ensure the physical safety of data under its control by using devices and methods including, but not limited to, alarm systems, locked files, guards, or other devices reasonably expected to prevent loss or unauthorized removal of data

    - Prevent unauthorized use of passwords, access logs, badges, or other methods designed to prevent loss of or unauthorized access to electronically or mechanically held data (methods used shall include, but not be limited to, restricting system and/or terminal access at various levels, assigning personal IDs and passwords that are tied to pre-assigned access rights to enter the system, restricting access to input and output documents including a view-only access and other restrictions designed to protect data)

    - Monitor privacy and security practices to determine whether breaches have occurred

    - Sanction any employee, subcontractor, officer, or director who violates the privacy and security policies

    - Implement corrective action and establish mechanisms to avoid the reoccurrence of a breach

    - Recover data that has been released without authorization

- Train all its employees, directors, and officers concerning State and Federal privacy and security laws governing confidentiality as more fully described herein

- Cooperate with the Department in taking all steps deemed advisable by the Department to enjoin misuse, regain possession, and/or otherwise protect the State's rights and the data subject's privacy

- Allow access to any personal data held in its possession, solely to those employees of the Department who require such information in the performance of their occupational responsibilities

- Agree to implement any improvements or modifications resulting from periodic physical security reviews

- Require each employee or any other person to whom the resultant contractors grant access to client information under the resultant contracts to sign a statement indicating that he/she is informed of, understands, and will abide by State and Federal statutes and regulations concerning confidentiality, privacy, and security

- Notify the Department the same day and in writing by the next business day that an employee, director, officer or subcontractor has:

    - Improperly disclosed client information or improperly used, copied, or removed client data

    - Misused or used without proper authorization, an operator password or authorization numbers, whether or not such use has resulted in fraud or abuse

    - Received any subpoena for client data or any material related to the resultant contracts in the resultant contractors' possession (except as obtained by an authorized representative of the Department)

- Notify the Department in writing and consult with the Department by the next business day when:

  - A subpoena has been served on the resultant contractors, or

  - A request made pursuant to the State Freedom of Information Act (Connecticut General Statutes §1-200, *et seq*.) received by the resultant contractors concerning material held by the resultant contractors related to the resultant contract

- Designate a key person who will be responsible for implementation and monitoring of compliance with privacy and security policies and procedures

- Retain records in accordance with the most current version of the State of Connecticut record-retention schedule supplied to the resultant contractors by the Department

- Securely transport paper records, documents, and electronic files to the Department or to another facility that the Department identifies for the actual destruction of paper records and documents

a) To submit a responsive proposal, **THE BIDDER SHALL** describe its procedures to assure employee compliance with confidentiality requirements as stated above.

27. **Reporting Requirements** -

The Department shall:

- Propose and/or review and approve report formats and submitted reports

- Approve or deny report submission extension requests

The resultant contractors shall:

- Report on activities and measures as listed herein regularly or as otherwise required by the Department, in the format as may be required or modified by the Department from time to time

- Transmit no later than the fifteenth of the month following the report month to the Department or other location certain data, files, and reports as the Department may require similar to those listed herein recognizing that the Department may, from time to time, require format and content modifications

- Adhere to all revised reporting requirements unless the resultant contractors demonstrate that to meet such requirements, it must modify the functional design of its information systems or increased staffing resulting in additional costs to the resultant contractors

- Submit all reports outlined below in accordance with the due dates and, where applicable, in the prescribed format in the medium (i.e., electronic and/or hardcopy) mutually agreed upon

- Advise the Department when the resultant contractors identify an error within one business day and resubmit the corrected report within five business days or a mutually agreed-upon time of becoming aware of an error that impacts a line item within a report period

- Identify a key person who will be responsible for the coordination of the transmission of reports and the correction of errors associated with the reports

- Provide ad-hoc or special reports at the request of the Department

- Respond to requests for special or ad-hoc reports within one business day or a mutually agreed-upon time including reporting specifications, report development, cost, and the expected delivery date of information

- Provide data from its databases to agency systems and data warehouses as required by the Department

- Create, update, and maintain licensure files that document that each subcontractor is appropriately licensed or certified and qualified to serve clients (resultant contractors shall report to the Department upon request)

- Maintain capability to provide summary information, any subset of the data, and reports on all of the data elements listed below, at the request of the Department:
    - Client Medicaid identification, pending client status
    - Client name
    - Requester name (if different from client)
    - Date reservation was recorded
    - Date of medical appointment
    - Time of medical appointment
    - Healthcare provider type, if available
    - Mode of transportation requested (type of service, i.e., wheelchair, livery)
    - Mode of transportation authorized (class of service, i.e., wheelchair, livery)
    - Justification for mode of transportation requested
    - Reservation pick-up time
    - Pick-up address
    - Reservation drop-off time
    - Drop-off address
    - Provider or facility name
    - Referral, approval, or denial (include reason for denial) of non-emergency medical transportation
    - Ancillary services authorized (parking, tolls, lodging, meals, escort, attendant, children)

- Healthcare provider identification number (or address or zip code, and/or modifiers)
- Transportation provider name
- Transportation provider vendor identification
- Result of reservation (i.e., completed, no-show by driver or client, canceled)
- Trip mileage (based on the PUCA mileage document
- Accident
- Notes

- Maintain data to support the following reports on a frequency, form and format as required by the Department:
  - Reservation and trip data (quarterly)
  - Call Management data and reports (quarterly)
    - Number of incoming calls for:
      - Reservations
      - Information
      - Complaints
    - Number of answered calls by resultant contractor staff by ACD line to document the resultant contractors' Call Center staff performance in achieving the following standards: ninety percent of calls answered within sixty seconds or less and ninety-five percent of all calls answered within ninety seconds or less as determined daily
    - Average number of calls answered by resultant contractors' staff
    - Average call-wait time

- Average talk time by ACD line
- Percent of routine services calls answered by staff less than sixty seconds after the selection of a menu option
- Number of calls placed on hold and length of time on hold by ACD line
- Number and percent of abandoned calls (for purposes of this subsection abandonment refers to those calls abandoned after the entire menu selection has been played; the call-abandonment rate shall be measured by each hour of the day and averaged for each day to maintain an abandonment rate of less than five percent as determined daily)
- Number of calls transferred to other resultant contractors in the event that a client or provider (or an MCO HUSKY client or a provider) calls resultant contractors not serving the client's service region;
- Number of requests made after business hours
- Number of urgent (same or next day) reservations including destination.

- Utilization data (quarterly)
  - Utilization by vehicle type, miles, number of trips, passengers
  - Trips assigned and provided
  - Trip denials including reason for denial; client, date of request, healthcare provider destination, and mode of transportation
  - Chair van and ambulance trip report
  - Number of out-of-state rides including departure and destination

    - Ambulance authorization data in the form of a list of all authorizations for non-emergency ambulance transportation including authorization number, trip mileage, and other information as requested by the Department

- Transportation network data and reports
    - The number of drivers who have received training and the type of training
    - The number of drivers who have undergone background checks
    - The number of driver suspensions and reasons
    - The number of provider additions and deletions including the number of alternative transportation agreements executed
    - A narrative report on provider meetings
- Subcontracts - Transportation Providers (quarterly)
    - The number of subcontractors reviewed for compliance
    - The number of subcontractor contract provisions reviewed and the results of those reviews
- Sufficient and Adequate Vehicles
    - List of vehicles in the fleet by type with mileage and general status condition
    - Random or select inspection report of vehicles
- Promptness standards report
    - Pick-up Delay - Total trips where pick-up times exceed a fifteen-minute variance from the time scheduled and separately return ride trips where

the pick-up exceeds forty-five minutes from a call for a return ride

- Missed pick-ups - Total number of trips scheduled but not provided due to the client no-show or the driver no-show

- Narrative summary on the causes of the delays or missed pick-ups

- Quality Management (annual)

  - Quality Management Program and Implementation Plan and related quality reports

  - Satisfaction survey report

  - Training report

  - Provider safety training

  - Incident report

  - Complaint report

  - Quality Management Program Evaluation

  - Report on quality initiatives

- Incident - Complaint Resolution and Grievance

  - Daily Significant Incident/Status report

  - Weekly Incident/Complaint status review

  - Monthly Complaint/Grievance Report and Analysis

- Third-party liability

  - Report of injury to a client when transported by a non-emergency medical transportation provider in which the liability for the cost of the resultant medical care should be carried by the non-emergency medical transportation insured's carrier

including information germane to the cost avoidance or cost recovery of the medical treatment.

- Financial Data - Audited Annual Reports and Quarterly reports may be un-audited

- Small, minority or women's business enterprise report - Quarterly the SMBE report shall identify the subcontractors and the amount paid to the subcontractors that meet the requirements pursuant to CGS §32-9e

- Submit all reports according to the following schedule:

  - Annual Reports due by January 15 of each year

  - Quarterly Reports:

For the Quarter	Report Due Date
October 1 - December 31	February 15
January 1 - March 31	May 15
April 1 - June 30	August 15
July 1 - September 30	November 15

Performance Standards and Measures - The resultant contractors shall:

- Produce accurate reports according to the schedule described above

- Attest to the accuracy of the reports through a certifying signature on the reports by an officer of the resultant contractors or an authorized representative of the resultant contractors.

a) To submit a responsive proposal, **THE BIDDER SHALL**:

(1) Propose and describe a reporting system format allowing regional data sorting for all data elements described above (under contract requirements, the resultant contractors shall)

(2) Describe its procedures for accurately reporting pick-up time variances from scheduled times

(3) Describe its procedures for recording and reporting missed pick-ups due to driver failure and distinguish those attempts from no-shows from clients

(4) Describe its procedures for reporting trip refusals from the driver

(5) Describe its procedures for reporting and requiring its subcontractors to report suspected instances of client abuse

(6) Propose a method to identify and report system issues experienced by the resultant contractors and subcontractors

(7) Propose its method for reporting complaints and incidents

(8) Propose a method for reporting trip denials by reason type and indicating the time lag between the trip request date and the service date

28. **Project Timetable** -

a) To submit a responsive proposal, **THE BIDDER SHALL** submit a PERT, Gantt, or Bar Chart that clearly outlines the task timetable for the implementation process from beginning to end. The chart must display key dates and events relating to the establishment of the Non-emergency Medical Transportation Program and implementing the protocols. The chart must display the position and title of the responsible party for the events and include the percentage of time allocated for all staff throughout the Non-emergency Medical Transportation Program.

29. **Department Responsibilities** -

a) To submit a responsive proposal, **THE BIDDER SHALL** propose specific support the bidder requires from the Department to perform the tasks in any resultant contracts. Notwithstanding any bidder's proposed tasks for the Department to the contrary, the Department shall:

(1) Monitor the resultant contractors' performance and request updates as appropriate

(2) Respond to written requests for policy interpretations

(3) Provide technical assistance to the resultant contractors, as necessary to accomplish the expected outcomes

(4) Allow access to automated databases, as available and permitted

(5) Allow access to management and system-generated reports and case files, as appropriate

(6) Provide a Program Manager

(7) Schedule and hold regular program meetings with the resultant contractors

(8) Provide a process for and facilitate open discussions with staff and personnel to gather information regarding recommendations and suggestions for improvement

(9) Provide monthly Medicaid eligibility files of clients who qualify for non-emergency medical transportation

D. BUSINESS COST PROPOSAL

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

1. Audited Financial Statements - To submit a responsive proposal, **THE BIDDER SHALL** provide audited financial statements or equivalent information for each of the last two appropriate fiscal years. Audited

Financial Statements do not count toward the total page limit of the proposal.

2. Business Cost Proposal Narrative (maximum ten pages) - To submit a responsive proposal, **THE BIDDER SHALL** include a narrative that explains and details the anticipated resultant contract costs including a rationale for each line item included in the budget.

3. Business Cost Proposal -

   a) To submit a responsive proposal, **THE BIDDER SHALL** propose an all-inclusive per-client, per-month capitated rate for each region the bidder proposes to serve for:

      (1) A five-year period

      (2) A seven-year period

   b) To submit a responsive proposal, **THE BIDDER SHALL** propose an all-inclusive combined per-client, per- month capitated rate for all regions the bidder proposes to serve for:

      (1) A five-year period

      (2) A seven-year period

   The rate proposed will cover all clients provided to the resultant contractors in its monthly download in the service region. The resultant contractors shall separately bill the Department for pending clients who are not on the monthly download and who request and are provided service. The resultant contractors shall bill the Department for pending clients at the negotiated capitated rate for the region in which the clients reside. These payments will be the resultant contractors' compensation for ensuring that every client in the service region is provided with all necessary and appropriate non-emergency medical transportation in a timely and efficient manner in accordance with Medicaid policy. The actual term of the contract shall be subject to negotiation.

   c) To submit a responsive proposal, **THE BIDDER SHALL** fully explain the methodology used for establishing the base rate, assumptions for trending costs separating the cost assumptions for transportation providers and the cost assumptions for the resultant contractors, and regional cost disparities or adjustments trending and related budget assumptions for the

five-year and seven-year budget, administrative cost proposals, and transportation cost. To submit a responsive proposal, **THE BIDDER SHALL** explain its methodology at arriving at its rate (for each period) by including the following information (for each region) and other information, as needed:

(1) Starting base rate

(2) Trending or expected increase

(3) Transportation adjustments by Connecticut regions

(4) Administrative costs separating regional corporate costs from corporate costs

(5) Loading factors (actual cost of transportation in addition to all other factors)

(6) Profit

(7) Projected adjustments for increased costs for utilities, fuel, insurance, and cost of living

d) To submit a responsive proposal, **THE BIDDER SHALL** propose start-up costs using the Budget Template (Appendix XXII).

e) For the five-year and seven-year budget and costs proposals discussed above, to submit a responsive proposal, **THE BIDDER SHALL** describe and fully explain the proposed staffing levels for each of the following major tasks including any corporate allocation of time to other programs. Staffing levels must include FTEs by staff type:

(1) Call Center

(2) Staff Training

(3) Quality Management

(4) IT Support

(5) Administration

The proposed capitated rate will cover all clients in the service region. The proposed rate (subject to negotiation) will be the resultant contractors' compensation for ensuring that every client in the service region is provided with all necessary and appropriate non-emergency medical transportation in a timely and efficient manner in accordance with Medicaid policy. The Department will calculate the payment to the resultant contractors based on the membership reflected in the resultant contractors' service region as of the first day of the month for which services are to be provided. The actual term of the contract shall be subject to negotiation.

SECTION V - PROPOSAL EVALUATION

A. OVERVIEW OF THE EVALUATION OF PROPOSALS

The Department will conduct a comprehensive, fair, and impartial evaluation of proposals received in response to this RFP. An Evaluation Team has been established to assist the Department in selection of resultant contractors. The Department reserves the right to alter the composition of the Evaluation Team. The Evaluation Team will be responsible for submitting a recommendation to the Commissioner of Social Services. The Commissioner of Social Services will notify the selected bidders that the organization has been awarded the right to negotiate a contract with the Department for the Non-emergency Medical Transportation Program.

The evaluation will be conducted in five phases: Phase One: Evaluation of General Proposal Requirements and Structure, Phase Two: Evaluation of the Organizational Capacity and Structure, Phase Three: Evaluation of the Scope of Services, Phase Four: Evaluation of the Business Cost Proposal, and Phase Five: Ranking of the Proposals.

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

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

C. PHASE TWO: EVALUATION OF THE ORGANIZATIONAL CAPACITY AND STRUCTURE

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

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

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

D. PHASE THREE: EVALUATION OF THE SCOPE OF SERVICES

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

E. PHASE FOUR: EVALUATION OF THE BUSINESS COST PROPOSAL

<u>The Business Cost Proposal will be evaluated only for bidders who achieve a minimum of seventy-five percent of the total available points in Phases Two and Three</u>. The Business Cost Proposal will be scored for:

1. Cost comparison (determined by comparing bid price information)

2. Cost reasonableness (determined by examining the Business Narrative and the relationship between the costs, personnel, and the Work Plan outlined in the proposal)

F. PHASE FIVE: RANKING OF THE PROPOSALS

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

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Section 1 - General RFP Provisions

1.1 Proposal Preparation Expense

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

1.2 Insurance

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

1.3 Suspension or Debarment

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

1.3.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any governmental department or agency (local, State, Federal);

1.3.2. Has not within a three-year period preceding the proposal submission been convicted or had a civil judgment rendered against him/her for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (local, state, or Federal) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

1.3.3. Is not presently indicted for or otherwise criminally- or civilly-charged by a governmental entity with the commission of any of the above offenses; and

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

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

Section 2 - General Contract Provisions

2.1. Procurement and Contractual Agreements

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

2.2 Contract Term

The contract term shall be subject to contract negotiations between the Department and the resultant contractors.

2.3 Contract Revisions/Amendments

Revisions to the contract's objectives, services or plan including revisions to due dates for reports and completion of objectives or services, must be approved in writing by the Department. A formal contract amendment shall be required for extensions to the final date of the contract period, revisions to the contract fees, and any other contract revisions determined material by the Department.

The Department reserves the right to renegotiate the contractor's scope of work and budget at anytime during the term of this contract based on the contractor's performance and actual expenses to date. A formal contract amendment in writing shall not be effective until executed by both parties to the contract, and where applicable, the Attorney General.

No amendment may be made to a lapsed contract.

2.4 Assignment, Mergers, and Acquisitions

A. Contracts in whole or in part are not transferable or assignable without the prior written agreement of the Department's Contract Administrator. This shall not be construed as limiting the contractor's rights to subcontract some of the services to be performed hereunder as provided in this contract.

B. At least ninety days prior to the effective date of any changes in corporate status including merger, acquisition, transfer of assets and any changes in fiduciary responsibility, the resultant contractor shall provide the Department with written notice of such changes.

C. The resultant contractor shall comply with requests for documentation deemed necessary by the Department to determine whether the Department will agree to the changes and continue the contract with the resultant entity from the proposed organizational change or terminate the agreement.

D. The Department shall notify the Contractor of such determination no later than forty-five days of the date the Contractor's compliance with requests for such documentation is received.

2.5 Subcontracting

None of the services to be provided by the resultant contractor shall be subcontracted or delegated to any other organization, subdivision, association, individual, corporation, partnership or group of individuals or other such entity without the prior written consent of the Department. Any subcontract to which the State has consented in writing shall be in writing attached to the contract and made a part thereof and shall in no way alter the contract terms and conditions. Said subcontract shall contain the access to the books, document, and records, provided for in paragraph 2.11 infra. No subcontract or delegation shall relieve or discharge the contractor from any obligation, provision, or liability there under.

The contractor agrees to make a good-faith effort to award a reasonable proportion of subcontracts to small, minority, and women's businesses in accordance with Connecticut General Statutes §4a-60.

2.6 Liaison

Both parties agree to have specifically-named liaisons at all times. These representatives of the parties will be the first contacts regarding any questions and problems that arise during implementation and operation of the contract.

2.7 Notices

Wherever under this contract one party is required to give notice to the other, such notice shall be deemed given upon delivery, if delivered by hand (in which case a signed receipt will be obtained), or three days after posting if sent by registered or certified mail, return receipt requested. Notices shall be addressed as follows:

In case of notice to the contractor:
To be determined

In case of notice to the Department:
To be Determined
State of Connecticut Department of Social Services
25 Sigourney Street
Hartford, CT 06106

Said notices shall become effective on the date of receipt or the date specified in the notice, whichever comes later. Either party may change its address for notification purposes by mailing a notice stating the change and setting forth the new address, which shall be effective on the tenth day following receipt.

2.8 Reporting

The contractor may be required to file monthly progress reports in a form and manner to be determined by the Department. In addition, upon contract completion or termination, the contractor may be asked to submit a final report that summarizes and evaluates the activities of the entire project to date.

2.9 Delinquent Reports

The Department reserves the right to withhold payment for the contract if the Department has not received on a timely basis, acceptable progress reports, expenditure reports, refunds, audits, and/or other information as required for any and all contracts the contractor has entered into with the Department.

2.10 Maintenance of Separate Accounting System

The resultant contractor shall maintain accounting records in a manner that will enable the state to easily audit and examine any books, documents, papers, and records maintained in support of the contract. All such

documents shall be made available to the Department at its request, and shall be clearly identifiable as pertaining to the contract.

2.11 Examination of Records

The Department and its duly-authorized representatives, the Auditors of Public Accounts and/or DHHS and their duly-authorized representatives, during the term of this contract and for a period of three years after final payment for the services performed under this contract or any extension and all pending matters are closed shall have access to and the right to examine any of the contractor's books, records including, but not limited to, financial records, documents and papers pertinent to this solicitation and this contract for making audit, examination, excerpts and transcriptions. This provision also applies to the books, records including, but not limited to, financial records, documents and papers of any parent, affiliated or subsidiary organization of contractor or any subcontractor approved by the Department pursuant this contract performing under formal or informal arrangement any service or furnishing any supplies or equipment to the contract involving transactions related to this contract. Any contract with an approved subcontract must contain a provision specifically authorizing access in accordance with the terms set forth in this paragraph.

If an audit, litigation, or other action involving the records is started before the end of the three-year period, the records must be retained until all issues arising out of the action are resolved or until the end of the three-year period, whichever is later. The contractor further agrees that this provision shall be inserted in each subcontract.

Section 3 - Ownership

3.1 Ownership

All products and materials developed as a result of this contract by the contractor, or any of its subcontractors hired for this contract shall remain the property of the Department. Products and materials are defined as, but not limited to, copyrighted materials; camera ready copy; mechanical devices; videos; brochures; posters and stock thereof; designs; data; and all other matter and information that is collected or developed for this contract.

Disposition of all products and materials shall remain at the discretion of the Department during the effective period of this contract and thereafter.

3.2 Credit and Rights in Data

3.2.1. All documents, reports and other data prepared during and/or resulting from the performance of services under this contract shall include the following statement: The preparation of this [report or document, etc.] was financed under an agreement with the State of Connecticut Department of Social Services.

3.2.2 The contractor may not publish or copyright any data without prior approval, unless otherwise stated herein. The Department and the Federal Government shall have the right to publish, duplicate, use, and disclose all such data in any manner, and for any purpose whatsoever, and may authorize others to do so.

3.2.3 Data shall mean all results, technical information and materials developed and/or obtained in the performance of the services hereunder including, but not limited to, all reports, surveys, plans, charts, recordings (video and/or sound), pictures, drawings, analyses, graphic representations, computer programs and printouts, notes and memoranda, and documents whether finished or unfinished, which result from or are prepared in connection with the services performed hereunder.

3.3 Inspection of Work Performed

The Department or its authorized representative shall at all reasonable times have the right to enter into contractor's premises, or such other places where duties under the contract are being performed, to inspect, monitor or otherwise evaluate the work being performed. The contractor and all subcontractors must provide all reasonable facilities and assistance for Department representatives. All inspections and evaluations shall be performed in such a manner as will not unduly delay work.

3.4 Confidentiality

All material and information provided to the contractor by the State or acquired by the contractor in performance of the contract whether verbal, written, recorded magnetic media, cards or otherwise shall be regarded as confidential information and all necessary steps shall be taken by the contractor to safeguard the confidentiality of such material or information in conformance with Federal and State statutes and regulations. The contractor agrees that it is prohibited from releasing any and all information provided by the Department or providers or any information generated by the contractor without the prior express written consent of the Contract Administrator.

3.5 Right to Publish

All materials developed during the term of this contract are considered proprietary to the Department and shall remain confidential.

Throughout the term of the contract, the contractor must secure the Department's written approval prior to the release of any information whatsoever that pertains to work or activities covered by the contract.

3.6 Freedom of Information

Due regard will be given for the protection of proprietary information contained in all proposals received; however, bidders should be aware that all materials associated with the procurement are subject to the terms of the Freedom of Information Act, the Privacy Act and all rules, regulations, and interpretations resulting therefrom. It will not be sufficient for Bidders to merely state generally that the proposal is proprietary in nature and not therefore subject to release to third parties. Those particular pages or sections that a Bidder believes to be proprietary must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption from release consistent with §1-19 of the Connecticut General Statutes must accompany the proposal. The rational and explanation must be stated in terms of the prospective harm and the competitive position of the bidder that would result if the identified material were to be released and the reasons why the materials are legally exempted from release pursuant to the above-cited statute. Between the Bidder and the Department, the final administrative authority to release or exempt any or all material so identified rests with the Department.

Section 4 - Liabilities and Indemnification

4.1 Hold Harmless

The contractor agrees to indemnify, defend and hold harmless the State of Connecticut; and all Departments, officers, agents and employees of the State from and against any and all claims, losses or suits according or resulting to any contractors, subcontractors, laborers and any person, firm or corporation who may be directly or indirectly injured or damaged by the contractor in the performance of the contract.

4.2 Workers' Compensation

The Department may request in writing a copy of the contractor's workers' compensation insurance policy. If such a request is made, contractor must file a copy of its workers compensation insurance policy with the Department's

contract Administrator, no later than fifteen business days following receipt of the written request. Should contractor fail to comply with the request in a timely manner, the Department may, at its option and discretion, invoke the provisions under §6.3 and/or 7.2 infra.

4.3 Patent Infringement

The contractor at his own expense must defend any and all claims or suits that may be brought against the Department or the State for the infringement of any patents, copyrights, proprietary rights or right of privacy arising from the contractor's or State's use of any equipment, materials or information prepared or developed in conjunction with the performance of the contract. The resultant contractor shall, in any such suit, satisfy any and all damages directly or indirectly assessed against the State or its departments, be it resolved by settlement, final judgment, consent decree, or any other manner.

4.4 Audit Requirements and Liabilities

The resultant contractor shall provide for an annual financial audit acceptable to the department for any expenditure of state-awarded funds made by the contractor. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal years in which the award was made. The contractor will comply with Federal and State single audit standards as applicable.

In addition to and not in any way in limitation of the obligation of the contract, it is understood and agreed by the contractor that the resultant contractor shall be held liable for any State or Federal audit exceptions and shall return to the Department all payments made under the contract to which exception has been taken or which have been disallowed because of such an exception in accordance with Connecticut General Statutes §7-396a.

4.5 Most Favored Customer

The contractor agrees that if during the term hereof the resultant contractor shall enter into any contract with any other governmental customer, or any nonaffiliated commercial customer by which it agrees to provide equivalent equipment or services at lower prices, or additional services at comparable prices, the resultant contractor shall so notify the Department and the contract shall, at the Department's option, be amended to accord equivalent advantage to the Department.

4.6 Litigation

The contractor agrees to provide written notice to the Department of any litigation that relates to the services directly or indirectly financed under a resultant contract or that has the potential to impair the ability of the contractor to fulfill the terms and conditions of the contract including, but not limited to financial, legal or any other situation that may prevent the contractor from meeting its obligations under the contract.

The resultant contractor shall provide written notice to the Department of any final decision by any tribunal or State or Federal agency or court which is adverse to the contractor or which results in a settlement, compromise or claim or agreement of any kind for any action or proceeding brought against the contractor or its employee or agent under the Americans with Disabilities Act of 1990, executive orders Nos. 3 and 17 of Governor Thomas J. Meskill and any other provisions of Federal or State law concerning equal employment opportunities or nondiscriminatory practices.

Section 5 - Interpretations and Disputes

5.1 Settlement of Disputes

Any dispute concerning a question of fact arising under the contract which is not disposed of by agreement shall be decided by the contract Administrator whose decision shall be final and conclusive subject only to whatever rights, if any, the contractor may have in a court of law. In connection with any appeal to the contract Administrator under this paragraph, the resultant contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute, the resultant contractor shall proceed diligently with the performance of the contract in accordance with the contract Administrator's decision.

5.2 Legal Considerations

The Contractor agrees that the sole and exclusive means for the presentation of any claim against the State arising out of this contact, shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate legal proceedings in any State or Federal Court in addition, to, or in lieu of, said Chapter 53 proceedings.

5.3 Choice of Law and Choice of Forum

The contractor agrees to be bound by the laws of the State of Connecticut and that this contract shall be constructed and interpreted in accordance with Connecticut law in the event a choice of law situation arises.

5.4 Severability

If any provision of this contract is declared or found to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations under that provision. The remainder of this contract shall be enforced to the fullest extent permitted by law.

5.5 Waivers

No covenant, condition, duty, obligation or undertaking contained in or made a part of this contract shall be waived, except as specifically provided in any section of this contract or by the written agreement of the parties. Forbearance or indulgence in any form or manner by the Department in any regard whatsoever shall not constitute a waiver of the covenant, condition, duty, obligation or undertaking to be kept, performed, or discharged by the contractor. Notwithstanding any such forbearance or indulgence, until complete performance or satisfaction of all such covenant, conditions, duties, obligations and undertakings, the Department shall have the right to invoke any remedy available under the contract, or under law or equity.

Section 6 - Personnel

6.1 Independent Capacity of Contractor

The contractor including its officers, employees, subcontractors, or any other agent of the contractor is acting as an independent contractor in performance of this contract. The contractor does not have, nor shall contractor hold themselves out as having, any right, power or authority to create any contract or obligation either express or implied, on behalf, in the name of, or binding upon the State of Connecticut or of the Department. The resultant contractor shall be solely responsible and liable for contractor's employees and their acts.

6.2 Key Persons

The contractor certifies that all personnel named in their scope of work shall actually work on the contract in the manner described in their proposal. No changes, substitution, additions, or deletions shall be made unless approved in advance by the Contract Administrator. In addition, these individuals shall

continue for the duration of the contract, except in the event of resignation or death. In such event, the substitute personnel shall be approved by the Contract Administrator. Substitutions shall be made within thirty days of the resignation, incapacity, or death of a key person.

During the course of the contract, the Department reserves the right to approve or disapprove the contractor's and any subcontractor's staff assigned to this contract, to approve or disapprove any proposed changes in staff, or to require the removal or reassignment of any contractor employee or subcontractor employee found unacceptable by the Department.

Any employee of the contractor, who, in the opinion of the Department is uncooperative, inept, incompetent, or otherwise unacceptable, shall be removed from this contract. In the event that an employee is removed pursuant to the Department's written request from the contract Administrator, the resultant contractor shall have thirty days in which to fill the vacancy with an acceptable employee. Replacement of any personnel including those who have terminated employment, shall be with personnel of equal ability and qualifications as approved by the Department. The resultant contractor shall, upon request, provide the Department with a resume for any member of its staff or of a subcontractor's staff assigned to or proposed to be assigned to any aspect of the performance of this contract.

6.3 Nondiscrimination Regarding Sexual Orientation

Unless otherwise provided by Connecticut General Statutes §46a-81p, the contractor agrees to the following provisions required pursuant to §4a-60a of the Connecticut General Statutes:

(a)

(1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation;

(2) The contractor agrees to provide each labor union or representatives of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each provider with which such contractor has a contract or understanding a notice to be provided by the commission on human rights and opportunities advising the

labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(3) The contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to §46a-56 of the Connecticut General Statutes;

(4) The contractor agrees to provide the commission on human rights and opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts concerning the employment practices and procedures of the contractor which relate to provisions of this section and §46a-56 of the Connecticut General Statutes

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

6.4 Executive Orders Nos. 3, 16 and 17 -

(a) Executive Order No. 3 - Nondiscrimination -

(1) This contract is subject to the provisions of Executive Order No. 3 of Governor Thomas J. Meskill promulgated June 16, 1971, and, as such, this contract may be canceled, terminated, or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. 3, or any state or Federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this contract.

(2) The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. 3 is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination, until the contract is completed or terminated prior to completion. The contractor agrees, as part consideration hereof, that this contract is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. 3, and that the contractor will not discriminate in employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner.

(b) Executive Order No. 16 - Violence in the Workplace Prevention Policy - This contract is also subject to provisions of Executive Order No. 16 of Governor John J. Rowland promulgated August 4, 1999, and, as such, this contract may be cancelled, terminated, or suspended by the contracting agency or the State for violation of or noncompliance with said Executive Order No. 16.

The parties to this contract, as part of the consideration hereof, agree that:

1. The resultant contractor shall prohibit employees from bringing into the State worksite, except as may be required as a condition of employment, any weapon or dangerous instrument as defined in Section 2 to follow.

2. Weapon means any firearm including a BB gun, whether loaded or unloaded, any knife (excluding a small pen or pocket knife) including a switchblade or other knife having an automatic spring release device, a stiletto, any police baton or nightstick or any martial arts weapon or electronic defense weapon.

   Dangerous instrument means any instrument, article, or substance that, under the circumstances, is capable of causing death or serious physical injury.

3. The resultant contractor shall prohibit employees from attempting to use, or threaten to use, any such weapon or dangerous instrument in the State worksite and employees shall be prohibited from causing, or threatening to cause, physical injury, or death to any individual in the State worksite.

4. The resultant contractor shall adopt the above prohibitions as work rules, violation of which shall subject the employee to disciplinary action up to and including discharge. The resultant contractor shall require that all employees are aware of such work rules.

5. The Contractor agrees that any subcontract it enters into in the furtherance of the work to be performed hereunder shall contain the provisions 1 through 4, above.

(c) Executive Order No. 17 - Connecticut State Employment Service Listings -

This contract is also subject to provisions of Executive Order No. 17 of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this contract may be canceled, terminated, or suspended by the contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. 17, notwithstanding that the Labor Commissioner may not be a party to this contract.

The parties to this contract, as part of the consideration hereof, agree that Executive Order No. 17 is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract performance in regard to listing all employment openings with the Connecticut State Employment Service.

6.5 Nondiscrimination and Affirmative Action Provisions in Contracts of the State and Political Subdivisions Other Than Municipalities

The contractor agrees to comply with provisions of §4a-60 of the Connecticut General Statues

(a) Every contract to which the state or any political subdivision of the state other that a municipality is a party shall contain the following provisions:

(1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents

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

(2) The contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that the contractor 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 §46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to §46a-56, 46a-68e, and 46a-68f;

(5) The contractor agrees to provide the commission of human rights and opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and §46a-56. If the contract is a public works contract, the contractor agrees and warrants that he will make good-faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

(b) For this section, minority business enterprise means any small contractor or supplier of materials fifty-one percent or more of capital stock, if any, or assets of which is owned by a person or persons:

(1) Who are active in the daily affairs of the enterprise

(2) Who have the power to direct the management and policies of the enterprise and

(3) Who are members of a minority, as such term is defined in subsection (a) of §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.

(c) Determinations of the contractor's good-faith efforts shall include but shall not be limited to the following factors - The contractor's employment and subcontracting policies, patterns and practices; affirmative action advertising; recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(d) The resultant contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good-faith efforts.

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

6.6 Americans With Disabilities Act of 1990

This clause applies to those contractors which are or will come to be responsible for compliance with the terms of the Americans with Disabilities Act of 1990 (42 USCS §§12101-12189 and §§12201-12213) (Supp. 1993); 47 USCS §§225, 611 (Supp. 1993). During the term of the contract, the contractor represents that it is familiar with the terms of this Act and that it is in compliance with the law. The contractor warrants that it will hold the state harmless from any liability, which may be imposed upon the state as a result of any failure of the contractor to be in compliance with this Act.

Where applicable, the contractor agrees to abide by the provisions of §504 of the Federal Rehabilitation Act of 1973, as amended, 29 USC §794 (Supp. 1993), regarding access to programs and facilities by individuals with disabilities.

6.7 Utilization of Minority Business Enterprises

It is the policy of the state that minority business enterprises should have the maximum opportunity to participate in the performance of government contracts. The contractor agrees to use best efforts consistent with 45 CFR 74.160 *et seq*. (1992) and paragraph 9 of Appendix G thereto for the administration of programs or activities using HHS funds; and §§13a-95a, 4a-60, to 4a-62, 4b-95(b), and 32-9e of the Connecticut General Statutes to carry out this policy in the award of any subcontracts.

6.8 Non-segregated Facilities

The resultant contractor shall comply with Federal Executive Order 11246 of September 24, 1965, entitled Equal Employment Opportunity, as amended by Federal Executive Order 11375 and as supplemented in the United States Department of Labor Regulations (41 CFR Part 60-1 *et seq*., Obligations of Contractors and Subcontractors).

Pursuant to the above-cited regulations, the resultant contractor shall not maintain any facilities it provides for its employees in a segregated manner, or permit its employees to perform their services at any location, under its control, where segregated facilities are maintained; and so certifies by its agreement to this contract.

As used in this certification, the term facilities means waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated on the basis

of race, color, religion, or national origin. The Contractor further agrees (except where he has obtained identical certifications from proposed subcontractors for specific periods) that it will obtain identical certifications from proposed subcontractors who are not exempt from the provisions for Equal Employment Opportunity; that it will retain such certifications in its files; and that it will forward a copy of this clause to such certifications in its files; and that it will forward a copy of this clause to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific periods).

6.9 Employment/Affirmative Action Clause

The contractor agrees to supply employment/affirmative action information as required for agency compliance with Titles VI and VII of the Civil Rights Acts of 1964 and Connecticut General Statutes, §46a-68 and §46a-71.

6.10 HIPAA Provisions

a. If the Contactor is a Business Associate under 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, the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), more specifically with the Privacy Rule at 45 CFR Part 160 and Part 164, subparts A and E; and

c. The State of Connecticut Department named on page 1 of this Contract (hereinafter Department) is a <u>covered entity</u> as that term is defined in 45 CFR §160.103; and

d. The Contractor, on behalf of the Department, performs functions that involve the use or disclosure of <u>individually identifiable health information</u>, as that term is defined in 45 CFR §160.103; and

e. The Contractor is a <u>business associate</u> of the Department, as that term is defined in 45 CFR §160.103; and

f. The Contractor and the Department agree to the following in order to secure compliance with the Health Insurance Portability and

Accountability Act of 1996 (HIPAA), more specifically with the Privacy Rule at 45 CFR Part 160 and Part 164, subparts A and E.

I. -Definitions

A. Business Associate - Business Associate shall mean the Contractor.

B. Covered Entity - Covered Entity shall mean the Department of the State of Connecticut named on page 1 of this Contract.

C. Designated Record Set - Designated Record Set shall have the same meaning as the term designated record set in 45 CFR §164.501.

D. Individual - Individual shall have the same meaning as the term individual in 45 CFR 160.103 and shall include a person who qualifies as a personal representative as defined in 45 CFR 164.502(g).

E. Privacy Rule - Privacy Rule shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Parts 164, subparts A and E.

F. Protected Health Information - Protected Health Information or PHI shall have the same meaning as the term protected health information in 45 CFR §160.103, limited to information created or received by the Business Associate from or on behalf of the Covered Entity.

G. Required by Law - Required by Law shall have the same meaning as the term required by law in 45 CFR §164.103.

H. Secretary - Secretary shall mean the Secretary of the Department of Health and Human Services or his designee.

I. More Stringent - More stringent shall have the same meaning as the term more stringent in 45 CFR §160.202.

J. Section of Contract - This Section of the Contract refers to the HIPAA Provisions stated herein, in their entirety.

II. - Obligations and Activities of Business Associate

A. 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

B. 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.

C. 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.

D. Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Section of the Contract of which it becomes aware.

E. 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.

F. Business Associate agrees to provide access, at the request of the Covered Entity, and in the time and manner agreed to by the parties, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR §164.524.

G. 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 CFR §164.526 at the request of the Covered Entity, and in the time and manner agreed to by the parties.

H. 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.

I. Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528.

J. Business Associate agrees to provide to Covered Entity, in a time and manner agreed to by the parties, information collected in accordance with paragraph I of this Section of the Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528.

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

III. - Permitted Uses and Disclosures by Business Associate

A. 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.

B. Specific Use and Disclosure Provisions:

1. 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.

2. 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.

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

IV. - Obligations of Covered Entity

A. Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity, in accordance with 45 CFR 164.520, or to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

B. 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.

C. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

V. - 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.

VI. - Term and Termination

A. Term - The Term of this Section of the Contract shall be effective as of the date the Contract is effective and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

B. Termination for Cause - Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

1. 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

2. Immediately terminate the Contract if Business Associate has breached a material term of this Section of the Contract and cure is not possible; or

3. If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

C. Effect of Termination -

1. Except as provided in paragraph 2 of this subsection C, upon termination of this Contract, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.

2. 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 of 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.

VII. - Miscellaneous Provisions

A. 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.

B. Amendment - The Parties agree to take such action as in 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.

C. Survival - The respective rights and obligations of Business Associate under Section VI, Subsection C of this Section of the Contract shall survive the termination of this Contract.

D. 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.

E. 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.

F. Disclaimer - Covered Entity makes no warranty or representation that compliance with this Section of the Contract will be adequate or satisfactory for Business Associate's own purposes. Covered Entity shall not be liable to Business Associate for any claim, loss or damage related to or arising from the unauthorized use or disclosure of PHI by Business Associate or any of its officers, directors, employees, contractors or agents, or any third party to whom Business Associate has disclosed PHI pursuant to paragraph II D of this Section of the Contract. Business Associate is solely responsible for all decisions made, and actions taken, by Business Associate regarding the safeguarding, use and disclosure of PHI within its possession, custody, or control.

G. Indemnification - The Business Associate shall indemnify and hold the Covered Entity harmless from and against all claims, liabilities, judgments, fines, assessments, penalties, awards, or other expenses, of any kind or nature whatsoever including, without limitation, attorney's fees, expert witness fees, and costs of investigation, litigation or dispute resolution, relating to or arising out of any violation by the Business Associate and its agents including subcontractors, of any obligation of Business Associate and its agents including subcontractors, under this Section of the Contract.

6.11 Priority Hiring

The contractor agrees, subject to its exclusive right to determine the qualifications for all employment positions, it shall use its best efforts to ensure that it gives priority to hiring welfare recipients who are subject to time-limited welfare and must find employment. The contractor and the Department shall cooperatively determine the number and types of positions to which this paragraph shall apply. The Department shall counsel and screen an adequate number of appropriate candidates for positions targeted by the contractor as suitable for individuals receiving benefits under the time-limited welfare program.

6.12 Smoking Policy

If the contractor is an employer subject to the provisions of §31-40q of the Connecticut General Statutes, the contractor agrees to provide the Department with a copy or its written rules concerning smoking. The rules or a statement that the contractor is not subject to the provisions of §31-40q of the Connecticut General Statutes must be received prior to contract approval of the Department.

Section 7 - Payments

7.1 Approval

The Department and the State of Connecticut assume no liability for payment under the terms of any agreement or contract until contractor is notified in writing that the contract has been approved by the Office of Policy and Management, and/or by the Attorney General of the State of Connecticut, as appropriate.

7.2 Payments

The Department will make payments to the contractor based on the bidder's business cost proposal as accepted by the Department and stipulated in any final negotiated contract.

7.3 Federal or State Funds Availability

The Department assumes no liability for payment under the terms of this contract until and unless the Federal or State funds for this contract are authorized and made available.

Section 8 - Termination

8.1 Offer of Gratuities

The contractor certifies that no elected or appointed official or employee of the State of Connecticut has or will benefit financially or materially from the award of this contract. This contract may be terminated by the Department if it is determined that gratuities of any kind were either offered to or received by any of the aforementioned officials or employees from the contractor, its agents or employees.

8.2 Termination

The resultant contract may be terminated by the Department upon fifteen days advance written notice delivered to the contractor specifying a date of termination.

The State may terminate the resultant contract for the following termination provisions:

1) For Default

2) For Convenience

3) For Unavailability of Funds

4) For Financial Instability

All notices of termination as defined in the subsections below shall be signed by the contract Administrator.

8.2.1 Termination for Default

The State may terminate this contract in whole, or in part, whenever the Department determines that the contractor or any subcontractor has failed to satisfactorily perform its contracted duties and responsibilities and is unable to cure such failure, within a reasonable period of time as specified in writing by the contract Administrator, taking into consideration the gravity and nature of the default. Such determination shall be referred to herein as Termination for Default.

Upon determination by the Department that the contractor has failed to satisfactorily perform its contracted duties and responsibilities, the contract Administrator shall notify the contractor of its failure to perform and shall establish a reasonable period, not to exceed thirty days, in which to cure such failure. If the contractor is unable to cure the failure within the specified period, the contract Administrator will notify the contractor that the contract has been terminated for default, in whole or in part. Such notices shall be in writing and delivered to the contractor by certified mail, return receipt requested.

If, after notice of termination for default, it is determined by the Department or a court that the contractor was not in default or that the contractor's failure to perform or make progress in performance was due to causes beyond the control and without error or negligence of the contractor or any of its subcontractors, the notice of termination shall be deemed to have been

issued as a termination for the convenience of the Department, and the rights and obligations of the parties shall be governed accordingly.

In the event of a termination for default, the resultant contractor shall be paid for those services the contractor has provided to the Department pursuant to this contract.

The rights and remedies of the Department provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law under the contract.

8.2.2 Termination for Convenience

The Department may terminate performance of work under the contract in whole or in part whenever for any reason the Department shall determine that such termination is in the best interest of the Department and/or the State of Connecticut.

In the event that the Department elects to terminate the contract pursuant to this provision, the contract Administrator shall notify the contractor by certified mail, return receipt requested. Termination shall be effective as of the close of business on the date specified in the notice.

8.2.3 Termination for Unavailability of Funds

It is understood and agreed by the parties hereto that all obligations of the Department including the continuance of payments hereunder, are contingent upon the availability and continued appropriation of State and/or Federal funds, and in no event shall the Department be liable for any payments hereunder in excess of such available appropriated funds. In the event that the amount of any available or appropriated funds provided by the State and/or Federal sources for the purchase of services hereunder shall be reduced, terminated or shall not be continued at an aggregate level sufficient to allow for the purchase of the specified amount of services to be purchased hereunder for any reason whatsoever, the Department shall notify the resultant contractor of such reduction of funds available and the Department shall be entitled to reduce its commitment hereunder as it deems necessary.

8.2.4 Termination for Financial Instability

In the event that the contractor becomes financially unstable to the point of threatening the ability of the Department to obtain the services provided for under this contract, ceases to conduct business in the normal course, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or its assets, the Department may,

at its option, immediately terminate this contract. In the event the Department elects to terminate this contract under this provision, it shall do so by the contract Administrator sending notice of termination to the contractor by certified mail, return receipt requested, specifying the date of termination. In the event of the filing of a petition in bankruptcy by or against a principal subcontractor, the resultant contractor shall immediately so advise the Department. The resultant contractor shall ensure that all tasks related to the subcontract are performed in accordance with the terms of the contract and agrees that the filing of a petition in bankruptcy by or against a subcontractor shall, in no way, relieve contractor of its duties under this contract.

8.3 Procedure on Termination

Upon delivery by certified mail to the contractor of a Notice of Termination specifying the nature of the termination and the date upon which such termination becomes effective, the resultant contractor shall:

1. Stop work under the contract on the date and to the extent specified in the Notice of Termination.

2. Terminate all subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination.

3. Assign to the Department in the manner and to the extent directed by the contract Administrator all of the right, title, and interest of the contractor under the subcontracts so terminated, in which case the Department shall have the right, in its discretion, to settle or pay any and all claims arising out of the termination of such subcontracts.

4. Complete the performance of such part of the work as shall not have been terminated by the Notice of Termination.

8.4 Transition after Termination or Expiration of Contract

In the event that this contract is terminated for any reason the contractor will assist in the orderly transfer of operations described in this contract as required by the department and will assist in the orderly cessation of operations under this contract. The contractual agreement may be amended, as necessary to assure transition requirements are met during the term of this contract.

Section 9 - Miscellaneous

9.1 Award of Related Contracts

The Department may undertake or award supplemental contracts for work related to this contract or any portion thereof. The resultant contractor shall be bound to cooperate fully with such other contractors and the Department in all such cases. All subcontractors will be required to abide by this provision as a condition of the contract between the subcontractor and prime contractor.

9.2 Anti-Lobbying Clause

The contractor agrees that no Federally-appropriated funds have been paid or will be paid, by or on behalf of the contractor or its subcontractors, to any person for influencing or attempting to influence an officer or employee of any Federal 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, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

The contractor or its subcontractors shall complete and submit a Standard Form-LLL, Disclosure of Lobbying Activities, in accordance with its instructions 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 Federal 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.

9.3 Independent Price Determination

By entering into this contract, the contractor certifies, as to its own organization, and in connection with this contract that the costs proposed have been arrived at independently, without consultation, communication, or agreement, for restricting competition, as to any matter relating to such process with any other organization or with any competitor.

9.4 Force Majeure

Neither party shall incur liability for any failure to perform its obligations under this contract due to causes beyond its control including, but not limited to, fire, storm, flood, earthquake, explosion, accident, acts of war, acts of God, acts of Federal, State, or local government or any agency thereof and judicial action,

acts of third parties, and computer or equipment failures other than those caused by the sole negligence of either party.

9.5 Change Order Process

9.5.1 The Department may, at any time, with written notice to the contractor, make changes within the general scope of the contract. Such changes may include activities required by new or amended Federal or State laws or regulations or quality related projects that are identified following the execution of the contract. The Department may reimburse the contractor for any activities required by new or amended State or Federal laws or regulations not mentioned in the Scope of Work or for any other changes outside the Scope of Work defined in the contract, which the Department deems necessary.

9.5.2 The written Change Order issued by the Department shall specify whether the change is to be made on a certain date or placed into effect only after approval of the contractor's fee or cost proposal as described in the following paragraph. No changes in scope are to be conducted except by the express written approval of the Department's Contract Administrator.

9.5.3 As soon as possible after receipt of a written Change Order request, but in no event more than five business days thereafter, the resultant contractor shall provide the Department with a written statement that the change has a cost neutral effect on the Department, or that there is a cost impact, in which case the statement shall include a description of the cost involved in implementing the change.

9.5.4 Significant Change Order work may require authorization from the State of Connecticut Office of Policy and Management in order to amend the contract to allocate additional funds to this project.

APPENDIX II - PROCUREMENT AND CONTRACTUAL AGREEMENTS SIGNATORY ACCEPTANCE

Statement of Acceptance

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

Acceptance Statement

On behalf of _____ I, _____ agree to accept the Mandatory Terms and Conditions as set forth in the Department of Social Services' Non-emergency Medical Transportation Request for Proposals.

Signature

_____ _____

Title Date

APPENDIX III - WORKFORCE ANALYSIS FORM

Contractor Name: _____ Total number of CT employees: _____
Address:_____ Full-time_____ Part-time _____

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

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

Workforce Analysis Form (continued)

1. Have you successfully implemented an Affirmative Action Plan?
   Yes _____ No _____ Date of Implementation _____
   If the answer is "No," explain.

1.a. Do you promise to develop and implement a successful Affirmative Action Plan?
   Yes _____ No _____ Not Applicable _____
   Explanation:

2. Have you successfully developed an apprenticeship program complying with §46a-68-1 to 46a-68-17 of the State of Connecticut Department of Labor Regulations, inclusive:
   Yes _____ No _____ Not Applicable _____
   Explanation:

3. According to EEO-1 data, is the composition of your workforce at or near parity when compared with the racial and sexual composition of the workforce in the relevant labor market area?
   Yes _____ No _____ Not Applicable _____
   Explanation:

4. If you plan to subcontract, will you set aside a portion of the contract for legitimate minority business enterprises?
   Yes _____ No _____ Not Applicable _____
   Explanation:

_____ _____

Contractor's Authorized Signature Date [WFA 5/93]

APPENDIX IV - NOTIFICATION TO BIDDERS FORM

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

According to §4-114a-3(9) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance regulations has an obligation to "aggressively solicit participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials." "Minority business enterprise" is defined in §4a-60 of the 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 §32-9n." "Minority" groups are defined in §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 §4-114a (10) of the Contract Compliance Regulations.

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

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

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

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

_____ _____
Signature Date

On Behalf of: _____

_____
Organization Name

_____
Address

APPENDIX V - SMOKING POLICY

Connecticut General Statutes

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

a) As used in this section:

i. "Person" means one or more individuals, partnerships, associations, corporations, limited liability companies, business trusts, legal representatives, or any organized group of persons.

ii. "Employer" means a person engaged in business that has employees including the state and any political subdivision thereof.

iii. "Employee" means any person engaged in service to an employer in the business of his employer.

iv. "Business facility" means a structurally enclosed location or portion thereof at which twenty or more employees perform services for their employer.

v. "Smoking" means the burning of a lighted cigar, cigarette, pipe or any other matter or substance that contains tobacco.

b) Each employer shall establish one or more work areas, sufficient to accommodate nonsmokers who request to utilize such an area, within each business facility under its control, where smoking is prohibited. The employer shall clearly designate the existence and boundaries of each nonsmoking area by posting signs that can be readily seen by employees and visitors. In the areas within the business facility where smoking is permitted, existing physical barriers and ventilation systems shall be used to the extent practicable to minimize the effect of smoking in adjacent nonsmoking areas. Nothing in this section may be construed to prohibit an employer form designating an entire business facility as a nonsmoking area.

c) The State Labor Commissioner may exempt any employer from the provisions of this section if the Commissioner finds that (1) the employer made a good-faith effort to comply with the provisions of this section and (2) any further requirement to so comply would constitute an unreasonable financial burden on the employer.

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

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

Cited. 24C. 666,672-674.

Subsection (b):
Cited. 224C. 666, 674.

APPENDIX VI - CERTIFICATION REGARDING LOBBYING

Contractor:_____

Period:_____

The undersigned certifies, to the best of his/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 that $100,000 for each such failure.

_____	_____
Signature	Typed Name and Title
_____	_____
Firm/Organization	Date

APPENDIX VII - 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 CGS §§4-250 and 4-252(c); Governor M. Jodi Rell's Executive Orders No. 1, Para. 8, and No. 7C, Para. 10; and CGS §9-612(g)(2), as amended by Public Act 07-1

INSTRUCTIONS:
Complete all sections of the form. Attach additional copies of this certification, if necessary, to provide full disclosure about any gifts made to any public official or employee of the awarding State agency. Sign and date form in the presence of a Commissioner of the Superior Court or Notary Public. Submit completed form to the awarding State agency at the time of contract execution.

CHECK ONE:

☐ Initial gift and campaign contribution certification.
☐ Annual update of initial gift and campaign contribution certification. (Multi-year contracts only.)

CERTIFICATION: [Number of Certifications Sworn and Subscribed On This Day: _____]
I, the undersigned, am the official authorized to execute the attached contract on behalf of the contractor (named below). I hereby certify that no **gifts** were made, as defined and described in CGS §§4-250(1) and 4-252(c)(1), between the date (indicated below) that the awarding State agency began planning the project, services, procurement, lease or licensing arrangement covered by this contract and the execution date of this contract, **except for the gift(s) listed below**:

Date of Gift	Name of Gift Giver	Name of Recipient	Value	Gift Description

I further certify that neither I, nor any principals or key personnel of the contractor, nor any principals or key personnel of the agents of such contractor, know of any action by such contractor to circumvent the above prohibition on **gifts** by providing for any other principals, key personnel, officials, employees or agents of such contractor to provide a gift to any public official or employee, as described in CGS §4-250(c).

I further certify that, on or after December 31, 2006, neither I, nor any principals or key personnel of the contractor, nor any principals or key personnel of the agents of such contractor, made a contribution to, or solicited a contribution on behalf of, any **campaigns** of candidates for statewide public office or the General Assembly.

I further certify that the contractor made the bid or proposal without fraud or collusion with any person.

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

Printed Contractor Name	**Signature of Authorized Official**	**Date**
Federal Employer ID Number (FEIN) or Social Security Number (SSN)	Printed Name of Authorized Official	
Awarding State Agency	Start Date of Agency Planning	Contract Execution Date

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

Commissioner of the Superior Court or Notary Public

APPENDIX VIII - CONSULTING AGREEMENT AFFIDAVIT

STATE OF CONNECTICUT
CONSULTING AGREEMENT AFFIDAVIT

Affidavit to accompany a State contract for the purchase of goods and services with a value of $50,000 or more in a calendar or fiscal year, pursuant to 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 vender 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**

_____ _____ _____
Federal Employer ID No. (FEIN) or Social Security Number (SSN) 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

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 Connecticut General Statutes §§1-101mm and 1-101qq

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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 Connecticut General Statutes §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 Web site 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/Town State Zip
Federal Employer ID Number (FEIN) or Social Security Number (SSN)	Awarding State Agency

APPENDIX X - 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 XI - CONNECTICUT CITIES/TOWNS BY STATE OF CONNECTICUT DEPARTMENT OF SOCIAL SERVICES REGIONS - NORTHERN

City/ Town Code	Hartford	City/ Town Code	New Britain Sub-office	City/ Town Code	Manchester Sub-office	City/ Town Code	Willimantic Sub-office
4	Avon	7	Berlin	1	Andover	3	Ashford
11	Bloomfield	17	Bristol	12	Bolton	19	Brooklyn
23	Canton	20	Burlington	43	East Hartford	22	Canterbury
40	East Granby	89	New Britain	47	East Windsor	24	Chaplin
52	Farmington	110	Plainville	48	Ellington	30	Columbia
56	Granby	111	Plymouth	49	Enfield	32	Coventry
64	Hartford	131	Southington	54	Glastonbury	39	Eastford
94	Newington			67	Hebron	63	Hampton
119	Rocky Hill			77	Manchester	69	Killingly
128	Simsbury			79	Marlborough	78	Mansfield
139	Suffield			129	Somers	109	Plainfield
155	West Hartford			132	South Windsor	112	Pomfret
159	Wethersfield			134	Stafford	116	Putnam
164	Windsor			142	Tolland	123	Scotland
165	Windsor Locks			146	Vernon	136	Sterling
						141	Thompson
						145	Union
						160	Willington
						163	Windham
						169	Woodstock

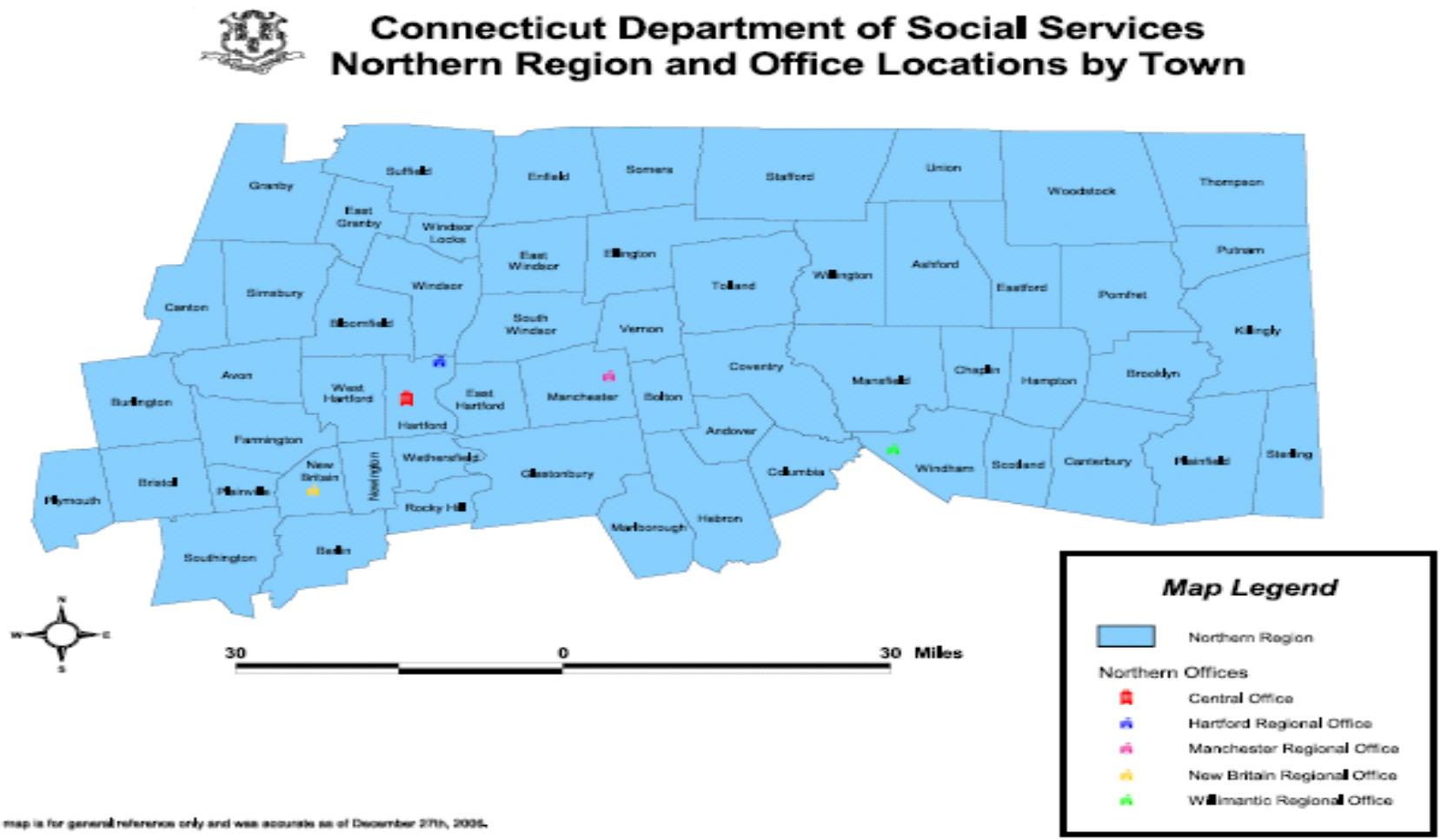
APPENDIX XII - CONNECTICUT CITIES/TOWNS BY STATE OF CONNECTICUT DEPARTMENT OF SOCIAL SERVICES REGIONS - SOUTHERN

City/ Town Code	New Haven	City/ Town Code	Middletown	City/ Town Code	Norwich
2	Ansonia	26	Chester	13	Bozrah
8	Bethany	27	Clinton	28	Colchester
14	Branford	33	Cromwell	45	East Lyme
37	Derby	36	Deep River	53	Franklin
44	East Haven	38	Durham	58	Griswold
62	Hamden	41	East Haddam	59	Groton
84	Milford	42	East Hampton	71	Lebanon
93	New Haven	50	Essex	72	Ledyard
99	North Branford	60	Guilford	73	Lisbon
101	North Haven	61	Haddam	86	Montville
107	Orange	70	Killingworth	95	New London
124	Seymour	75	Lyme	102	North Stonington
126	Shelton	76	Madison	104	Norwich
148	Wallingford	80	Meriden	114	Preston
156	West Haven	82	Middlefield	121	Salem
167	Woodbridge	83	Middletown	133	Sprague
		105	Old Lyme	137	Stonington
		106	Old Saybrook	147	Voluntown
		113	Portland	152	Waterford
		154	Westbrook		

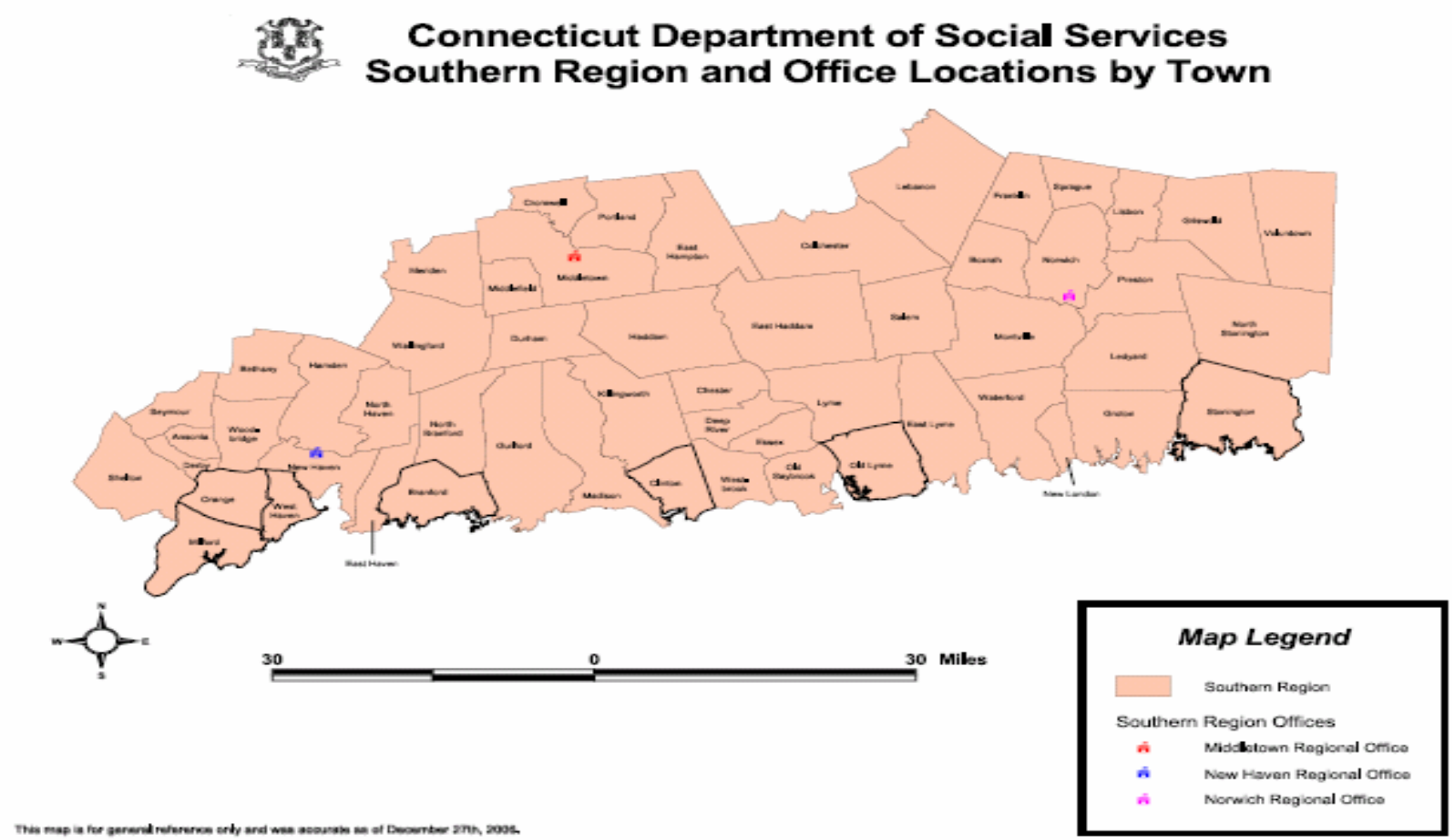
APPENDIX XIII - CONNECTICUT CITIES/TOWNS BY STATE OF CONNECTICUT DEPARTMENT OF SOCIAL SERVICES REGIONS - WESTERN

City/ Town Code	Bridgeport	City/ Town Code	Waterbury	City/ Town Code	Torrington Sub-office	City/ Town Code	Danbury Sub-office	City/ Town Code	Stamford Sub-office
15	Bridgeport	6	Beacon Falls	5	Barkhamsted	9	Bethel	35	Darien
46	Easton	25	Cheshire	10	Bethlehem	16	Bridgewater	57	Greenwich
51	Fairfield	81	Middlebury	21	Canaan	18	Brookfield	90	New Canaan
85	Monroe	88	Naugatuck	29	Colebrook	34	Danbury	135	Stamford
103	Norwalk	108	Oxford	31	Cornwall	91	New Fairfield	161	Wilton
138	Stratford	115	Prospect	55	Goshen	96	New Milford		
144	Trumbull	130	Southbury	65	Hartland	97	Newtown		
157	Weston	151	Waterbury	66	Harwinton	117	Redding		
158	Westport	153	Watertown	68	Kent	118	Ridgefield		
		166	Wolcott	74	Litchfield	127	Sherman		
				87	Morris				
				92	New Hartford				
				98	Norfolk				
				100	North Canaan				
				120	Roxbury				
				122	Salisbury				
				125	Sharon				
				140	Thomaston				
				143	Torrington				
				149	Warren				
				150	Washington				
				162	Winchester				
				168	Woodbury				

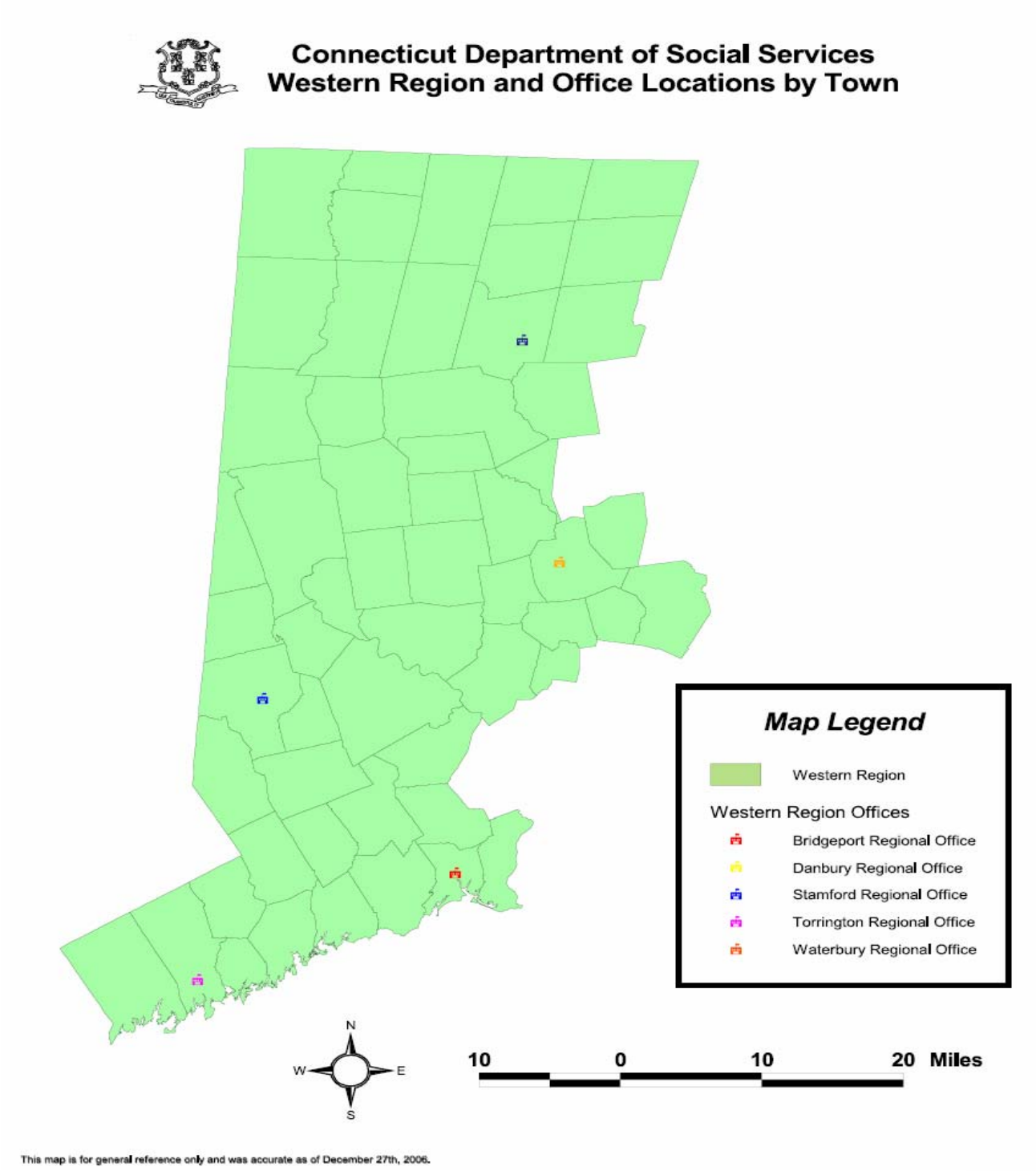
APPENDIX XIV - STATE OF CONNECTICUT DEPARTMENT OF SOCIAL SERVICES NORTHERN REGION AND OFFICE LOCATIONS BY CITY/TOWN



APPENDIX XV - STATE OF CONNECTICUT DEPARTMENT OF SOCIAL SERVICES SOUTHERN REGION AND OFFICE LOCATIONS BY CITY/TOWN

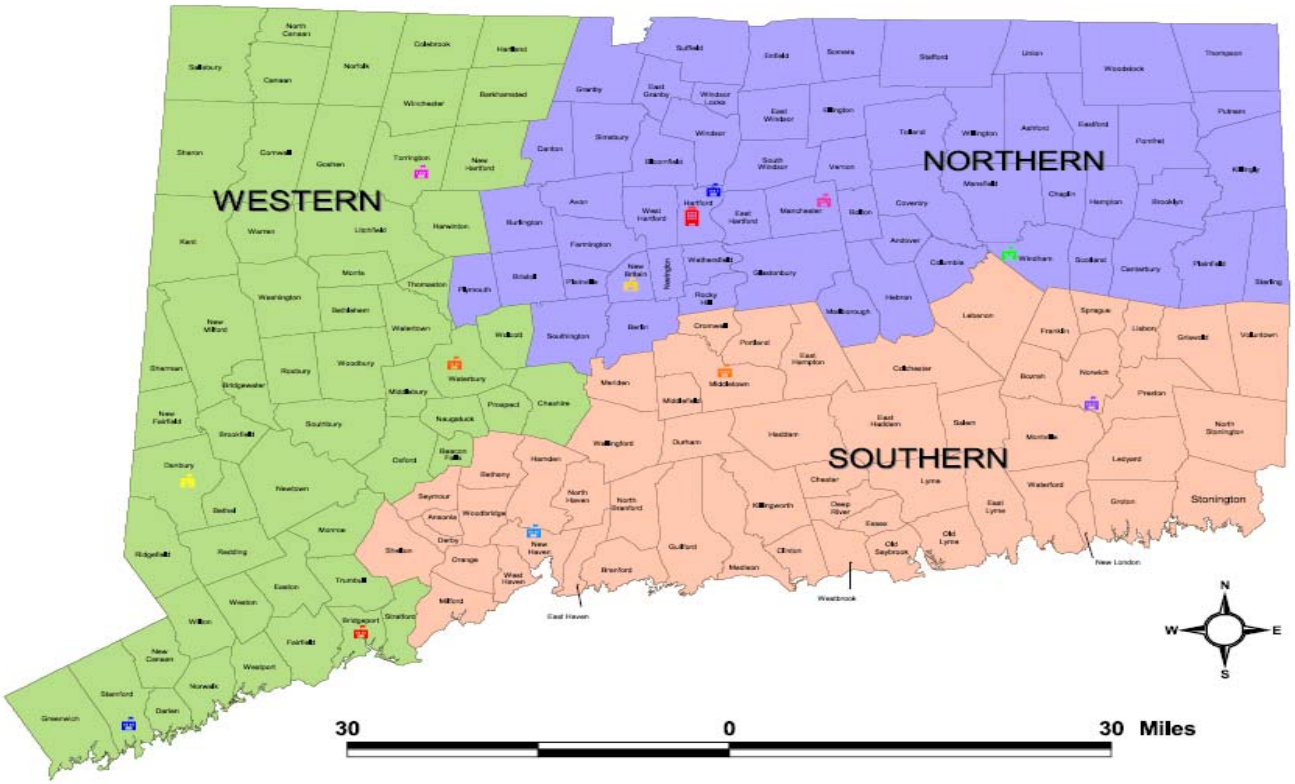


APPENDIX XVI - STATE OF CONNECTICUT DEPARTMENT OF SOCIAL SERVICES WESTERN REGION AND OFFICE LOCATIONS BY CITY/TOWN



APPENDIX XVII - STATE OF CONNECTICUT DEPARTMENT OF SOCIAL SERVICES REGIONS AND OFFICE LOCATIONS BY CITY/TOWN

Connecticut Department of Social Services Regions and Office Locations by Town



Map Legend

Northern Region	Western Region	Southern Region
Northern Region Offices	**Western Region Offices**	**Southern Region Offices**
Central Office	Bridgeport Regional Office	Middletown Regional Office
Hartford Regional Office	Danbury Regional Office	New Haven Regional Office
Manchester Regional Office	Stamford Regional Office	Norwich Regional Office
New Britain Regional Office	Torrington Regional Office	
Willimantic Regional Office	Waterbury Regional Office	

This map is for general reference only and was accurate as of December 27th, 2006.

APPENDIX XVIII - CONNECTICUT MEDICAID PROGRAM CLIENTS BY REGION & DEPARTMENT FIELD OFFICE: JULY 2006

Source: Active Assistance Unit Report for July 2006

	Northern	Southern	Western	Statewide
Aged	1,859	1,311	1,478	4,653
Blind	52	25	14	91
Disabled	3,858	3,547	3,103	10,508
Medicaid	26,598	22,065	24,391	73,350
Totals	32,367	26,948	28,986	88,602

	Hartford	New Britain	Manchester	Willimantic	New Haven	Middletown	Norwich	Bridgeport	Danbury	Stamford	Waterbury	Torrington	Central office
Aged	1,077	317	312	153	745	313	253	487	128	348	433	82	5
Blind	25	7	13	7	10	9	6	7	0	0	2	5	
Disabled	1,739	790	845	484	1,689	975	883	1,105	186	251	1,133	128	
Medicaid	12,745	5,402	25,766	3,005	12,788	4,684	4,593	9,041	2,961	3,218	7,099	2,072	296
Totals	15,586	6,516	26,936	3,649	15,232	5,981	5,735	10,640	3,275	3,817	8,667	2,287	301

APPENDIX XIX - CONNECTICUT MEDICAID PROGRAM CLIENTS BY REGION & DEPARTMENT FIELD OFFICE: DECEMBER 2006

Source: Active Assistance Unit Report for December 2006

	Northern	Southern	Western	Statewide
Aged	1,839	1,297	1,443	4,579
Blind	53	26	14	93
Disabled	3,752	3,498	3,062	10,312
Medicaid	26,393	21,900	24,289	72,848
Totals	32,037	26,721	28,808	87,832

	Hartford	New Britain	Manchester	Willimantic	New Haven	Middletown	Norwich	Bridgeport	Danbury	Stamford	Waterbury	Torrington	Central Office
Aged	1,057	318	312	152	715	326	256	482	113	337	428	83	4
Blind	25	8	14	6	9	11	6	6			4	4	
Disabled	1,702	776	816	458	1,660	971	867	1,079	175	248	1,139	421	5
Medicaid	12,805	5,389	5,214	2,985	12,615	4,709	4,576	9,012	2,933	3,135	7,157	2,052	266
Totals	15,589	6,491	6,356	3,601	14,999	6,017	5,705	10,579	3,221	3,720	8,728	2,560	275

APPENDIX XX - CONNECTICUT MEDICAID PROGRAM CLIENTS BY REGION & DEPARTMENT FIELD OFFICE: MARCH 2007

Source: Active Assistance Unit Report for March 2007

	Northern	Southern	Western	Statewide
Aged	1,857	1,275	1,441	4,577
Blind	55	24	15	94
Disabled	3,770	3,492	3,072	10,342
Medicaid	26,744	22,912	24,438	73,576
Totals	32,426	27,703	28,966	88,589

	Hartford	New Britain	Manchester	Willimantic	New Haven	Middletown	Norwich	Bridgeport	Danbury	Stamford	Waterbury	Torrington	Central office
Aged	1,073	313	313	158	704	316	255	478	113	339	431	80	4
Blind	26	8	15	6	8	10	6	7	0	0	4	4	0
Disabled	1,696	750	841	483	1,617	999	876	1,074	188	251	1,129	430	8
Medicaid	12,920	5,498	5,292	3,034	12,708	4,754	4,659	9,116	2,918	3,136	7,216	2,052	273
Totals	15,715	6,569	6,461	3,681	15,037	6,079	5,796	10,675	3,219	3,726	8,780	2,566	285

APPENDIX XXII - NON-EMERGENCY MEDICAL TRANSPORTATION CALL CENTER DATA AND TRIP DATA: MARCH 2007

Source: Vendor Reports

	Incoming Calls	Calls Answered
January 2006	38,345	36,424
February 2006	34,509	32,527
March 2006	39,449	37,375
April 2006	32,170	30,442
May 2006	38,043	35,553
June 2006	36,565	34,004
July 2006	34,444	31,731
August 2006	37,059	35,118
September 2006	35,732	32,217
October 2006	39,306	24,911
November 2006	37,455	32,897
December 2006	34,898	31,071

	Quarter 1 2006	Quarter 2 2006	Quarter 3 2006	Quarter 4 2006
Total Livery Provided	148,671	140,844	144,743	150,275
Total Wheel Chair Van Provided	67,163	66,473	66,436	67,296
Total Reimbursement Trips	9,111	9,779	10,399	11,841
Total Train Trips	3,102	3,104	3,062	3,107
Total Ambulance/Stretcher	9,779	8,552	9,851	10,136
Total Bus Trips	139,147	138,149	146,491	151,104

APPENDIX XXII - BUDGET TEMPLATE

Instructions - The intent of this Budget Template is to outline planned expenses for the resultant contract should the bidder be awarded the right to negotiate a contract with the Department. It requires the bidder to identify costs by major function and to separate costs attributed to this contract and those expenses that are attributable to any other function or contract where staff serve multiple functions or serve multiple contracts. The bidder must identify personnel by total FTE (full time equivalent) and function. The bidder must justify and explain the rationale for utilizing the number of FTEs to perform the tasks. Furthermore, the bidder must explain in its narrative where individuals perform several functions. For this budget purpose, an individual may not be counted as more than one FTE, although an individual may perform multiple functions in which case, the FTE must be apportioned by percentage to each function. Also, this Budget Template requires the bidder to count only those FTEs charged to the resultant contract under the column Connecticut Operations Allocation. Personnel performing the same function for other contracts (example: Call Center) must be listed by FTE in the column Other Operations.

Connecticut Operations refers to the Connecticut operations personnel and or expenses charged to this contract. Other Operations refers to the bidder's personnel and expenses located in its Connecticut office(s) where personnel also perform functions not associated with this contract.

The bidder must allocate the percentage of expenses charged to this contract and to other accounts. The Corporate Allocation refers to that portion of corporate expenses charged to this contract.

The budget refers to the cost by line for expenses attributed to the resultant contact.

This Budget Template requires the bidder to identify its profit margin. It also requires the bidder to project its transportation cost with a full explanation explaining the methodology for establishing such cost in its narrative.

Personnel Expenses	Connecticut Operations Allocation FTE/%	Other Operations FTE/%	Corporate Allocation FTE	Budget
Administration (Admin.)				
Director/Manager				
Other (specify)				
Fringe Benefits: Payroll Taxes				
Fringe Benefits: Medical/Dental				
Fringe Benefits: Workers' Compens.				
Fringe Benefits: Unemp. Compens.				
Fringe Benefits: Pension				
Fringe Benefits: Other (specify)				
Subtotal Fringe Benefits				
Fringe Benefits % of Salaries				
Subtotal Admin. Personnel Expenses				
Call Center				
Management (specify type)				
Staff (specify type)				
Fringe Benefits: Payroll Taxes				
Fringe Benefits: Medical/Dental				
Fringe Benefits: Workers' Compens.				
Fringe Benefits: Unemp. Compens.				
Fringe Benefits: Pension				
Fringe Benefits: Other (specify)				
Subtotal Fringe Benefits				
Fringe Benefits % of Salaries				
Subtotal Call Center Personnel Expenses				
Quality Management				
Management (specify type)				
Staff (specify type)				
Fringe Benefits: Payroll Taxes				
Fringe Benefits: Medical/Dental				
Fringe Benefits: Workers' Compens.				
Fringe Benefits: Unemp. Compens.				
Fringe Benefits: Pension				
Fringe Benefits: Other (specify)				
Subtotal Fringe Benefits				
Fringe Benefits % of Salaries				
Subtotal Quality Mgmt Personnel Expenses				

Personnel Expenses	Connecticut Operations Allocation FTE/%	Other Operations FTE/%	Corporate Allocation FTE	Budget
Staff Training				
Management (specify type)				
Staff (specify type)				
Fringe Benefits: Payroll Taxes				
Fringe Benefits: Medical/Dental				
Fringe Benefits: Workers' Compens.				
Fringe Benefits: Unemp. Compens.				
Fringe Benefits: Pension				
Fringe Benefits: Other (specify)				
Subtotal Fringe Benefits				
Fringe Benefits % of Salaries				
Subtotal Staff Training Personnel Expenses				
IT Support				
Management (specify type)				
Staff (specify type)				
Fringe Benefits: Payroll Taxes				
Fringe Benefits: Medical/Dental				
Fringe Benefits: Workers' Compens.				
Fringe Benefits: Unemp. Compens.				
Fringe Benefits: Pension				
Fringe Benefits: Other (specify)				
Subtotal Fringe Benefits				
Fringe Benefits % of Salaries				
Subtotal IT Support Personnel Expenses				
Trip Assignment Support (TAS)				
Management (specify type)				
Staff (specify type)				
Fringe Benefits: Payroll Taxes				
Fringe Benefits: Medical/Dental				
Fringe Benefits: Workers' Compens.				
Fringe Benefits: Unemp. Compens.				
Fringe Benefits: Pension				
Fringe Benefits: Other (specify)				
Subtotal Fringe Benefits				
Fringe Benefits % of Salaries				
Subtotal TAS Personnel Expenses				

Personnel Expenses	Connecticut Operations Allocation FTE/%	Other Operations FTE/%	Corporate Allocation FTE	Budget
Other Personnel (Other)				
Staff (specify type)				
Fringe Benefits: Payroll Taxes				
Fringe Benefits: Medical/Dental				
Fringe Benefits: Workers' Compens.				
Fringe Benefits: Unemp. Compens.				
Fringe Benefits: Pension				
Fringe Benefits: Other (specify)				
Subtotal Fringe Benefits				
Fringe Benefits % of Salaries				
Subtotal Other Personnel Expenses				
Total Personnel Expenses				

Other Direct Costs	Connecticut Operations Allocation FTE/%	Other Operations FTE/%	Corporate Allocation FTE	Budget
Occupancy Expenses (Occupancy)				
Lease or Rental Costs				
Facility Costs				
Fixtures and Furniture Costs				
Utility Costs				
Maintenance and Repair Costs				
Janitorial Costs				
Subtotal Occupancy Expenses				
Office Support Expenses				
Office Supplies				
Office Equipment				
Printing				
Postage/Freight				
Other: Adjustment for Office Supp.				
Subtotal Office Support Expenses				
Processing Expenses				
Telephone/Telecommunications				
System Software Costs				
Consulting Fees				
Offsite Tape Vaulting				
Other (specify)				
Subtotal Processing Expenses				

Other Direct Costs	Connecticut Operations Allocation FTE/%	Other Operations FTE/%	Corporate Allocation FTE	Budget
Equipment				
Computer/IT Equipment				
Computer/IT Equip. Repair/Main.				
Copy Equipment				
Copy Equip. Repair/Main.				
Telephone Expenses				
Telephone Usage				
Telephone Repair/Main.				
Other Equipment (specify)				
Other Equip. Repair/Main.				
Equipment Rental				
Subtotal Equipment Expenses				
Software				
Software Expenses				
Software Maintenance				
Subtotal Software Expenses				
Other Direct Expenses				
Travel and Related Costs				
Business Meetings				
Staff Training				
Professional Fees				
Consulting and Outside Services				
Other: Adjustments				
Subtotal Other Direct Expenses				
Other Administrative Expenses				
Legal				
Audit/Accounting				
Advertising				
Insurance				
Taxes				
Licenses				
Other (specify)				
Subtotal Other Administrative Expenses				
Total Other Direct Costs				

Indirect Expenses	Connecticut Operations Allocation FTE/%	Other Operations FTE/%	Corporate Allocation FTE	Budget
Personnel Expenses				
Salaries				
Administration				
Call Center Operations				
Quality Management				
Staff Training				
Trip Assignment				
IT Support				
Other Personnel (specify)				
Fringe Benefits: Payroll Taxes				
Fringe Benefits: Medical/Dental				
Fringe Benefits: Workers' Compens.				
Fringe Benefits: Unemp. Compens.				
Fringe Benefits: Pension				
Fringe Benefits: Other (specify)				
Subtotal Fringe Benefits				
Fringe Benefits % of Salaries				
Subtotal Personnel Expenses				
Occupancy Expenses (Occupancy)				
Lease or Rental Costs				
Facility Costs				
Fixtures and Furniture Costs				
Utility Costs				
Maintenance and Repair Costs				
Subtotal Occupancy Expenses				
Office Support Expenses				
Office Supplies				
Office Equipment				
Printing				
Postage				
Telephone (Other Staff)				
Other (specify)				
Subtotal Office Support Expenses				

Indirect Expenses	Connecticut Operations Allocation FTE/%	Other Operations FTE/%	Corporate Allocation FTE	Budget
Processing Expenses				
Telephone/Telecommunications				
Computer/IT Software Costs				
Computer/IT Hardware Costs				
Computer/IT Equip. Repair/Main.				
Consulting Fees				
Offsite Tape Vaulting				
Other (specify)				
Copy Equipment				
Copy Equip. Repair/Main.				
Telephone Expenses				
Telephone Usage				
Telephone Equip. Repair/Main.				
Other Equipment				
Other Equip. Repair/Main.				
Equipment Rental				
Software Expenses				
Software Maintenance				
Subtotal Processing Expenses				
Administrative Expenses				
Legal				
Audit/Accounting				
Advertising				
Insurance				
Consulting and Outside Services				
Other (specify)				
Other (specify)				
Subtotal Administrative Expenses				
Other Indirect Expenses				
Travel				
Staff Training				
Professional and Membership Fees				
Other (specify)				
Subtotal Other Indirect Expenses				
Total Indirect Expenses				
Total Direct and Indirect Expenses				
Profit				
NEMT Expenses				
Grand Total Expenses				

APPENDIX XXIII - REPORTING OF CLIENT ABUSE OR NEGLECT

The contractor shall comply with all reporting requirements relative to client abuse and neglect including but not limited to requirements as specified in Connecticut General Statutes (CGS) §17a-101 through 103, 19a-216, 46b-120 related to children; CGS 46a-11b relative to persons with mental retardation and CGS 17b-407 relative to elderly persons. The following reproduced sections of the Connecticut General Statutes are included for the convenience of the bidders. Although every effort has been made to reproduce the sections accurately, bidders are encouraged to refer to the sections in published volumes.

§17a-101. (Formerly §17-38a). Protection of children from abuse
§17a-101. (Formerly §17-38a). Protection of children from abuse. Mandated reporters. Training program for identification and reporting of child abuse and neglect. (a) The public policy of this state is: To protect children whose health and welfare may be adversely affected through injury and neglect; to strengthen the family and to make the home safe for children by enhancing the parental capacity for good child care; to provide a temporary or permanent nurturing and safe environment for children when necessary; and for these purposes to require the reporting of suspected child abuse, investigation of such reports by a social agency, and provision of services, where needed, to such child and family.

(b) The following persons shall be mandated reporters: Any physician or surgeon licensed under the provisions of chapter 370 or 37 1, any resident physician or intern in any hospital in this state, whether or not so licensed, and any registered nurse, licensed practical nurse, medical examiner, dentist, dental hygienist, psychologist, school teacher, school principal, school guidance counselor, school paraprofessional, social worker, police officer, clergyman, pharmacist, physical therapist, osteopath, optometrist, chiropractor, podiatrist, mental health professional or physician assistant, any person who is a licensed substance abuse counselor, any person who is a licensed marital and family therapist, any person who is a sexual assault counselor or a battered women's counselor as defined in §52-146k or any person paid to care for a child in any public or private facility, day care center or family day care home which is licensed by the state.

(c) The Commissioner of Children and Families shall develop an educational training program for the accurate and prompt identification and reporting of child abuse and neglect. Such training program shall be made available to all persons mandated to report child abuse and neglect at various times and locations throughout the state as determined by the Commissioner of Children and Families.

§17a-101a. Report of abuse or neglect by mandated reporter

§17a-101a. Report of abuse or neglect by mandated reporter. Penalty for failure to report. Any mandated reporter, as defined in §17a-101, who in his professional

capacity has reasonable cause to suspect or believe that any child under the age of eighteen years has been abused, as defined in §46b-120, or has had non-accidental physical injury, or injury which is at variance with the history given of such injury, inflicted upon him by a person responsible for such child's health, welfare or care or by a person given access to such child by such responsible person, or is placed at imminent risk of serious harm by an act or failure to act on the part of such responsible person, or has been neglected, as defined in §46b-120, shall report or cause a report to be made in accordance with the provisions of §§17a- 10 1 b to 17a- 10 1 d, inclusive. Any person required to report under the provisions of this section who fails to make such report shall be fined not more than five hundred dollars.

§17a-101b. Oral report by mandated reporter

§17a-101b. Oral report by mandated reporter to Commissioner of Children and Families or law enforcement agency. Notification of person in charge of institution, facility or school, when. (a) An oral report shall be made by a mandated reporter within twenty-four hours of having reasonable cause to suspect or believe that a child has been abused or neglected by telephone or in person to the Commissioner of Children and Families or a law enforcement agency. If a law enforcement agency receives an oral report, it shall immediately notify the Commissioner of Children and Families.

(b) If the commissioner or his representative suspects or knows that such person has knowingly made a false report, the identity of such person shall be disclosed to the appropriate law enforcement agency and to the perpetrator of the alleged abuse.

(c) If the Commissioner of Children and Families, or his designee, receives a report alleging sexual abuse or serious physical abuse including, but not limited to, a report that: (1) A child has died; (2) a child has been sexually assaulted; (3) a child has suffered brain damage, loss or serious impairment of a bodily function or organ; (4) a child has been sexually exploited; or (5) a child has suffered serious non-accidental physical injury, he shall, within twenty-four hours of receipt of such report, notify the appropriate law enforcement agency.

(d) When a mandated reporter, as defined in §17a-101, has reasonable cause to suspect or believe that any child has been abused or neglected by a member of the staff of a public or private institution or facility that provides care for such child or public or private school, he shall report as required in subsection (a) of this section and shall also notify the person in charge of such institution, school or facility or the person's designee. Such person in charge, or his designee, shall then immediately notify the child's parent or other person responsible for the child's care that a report has been made.

§17a-101c. Written report by mandated reporter

§17a-101c. Written report by mandated reporter. Within forty-eight hours of making an oral report, a mandated reporter shall submit a written report to the Commissioner of Children and Families or his representative. When a mandated reporter is a member of the staff of a public or private institution or facility that provides care for such child or public or private school he shall also submit a copy of the written report to the person in charge of such institution, school or facility or the person's designee. In the case of a report concerning a certified school employee, a copy of the written report shall also be sent by the person in charge of such institution, school, or facility to the Commissioner of Education or his representative. In the case of an employee of a facility or institution that provides care for a child, which is licensed by the state, a copy of the written report shall also be sent by the mandated reporter to the executive head of the state licensing agency.

§17a-101d. Contents of oral and written reports

§17a-101d. Contents of oral and written reports. All oral and written reports required in §§17a-10la to 17a-101c, inclusive, and §17a-103, shall contain, if known: (1) The names and addresses of the child and his parents or other person responsible for his care; (2) the age of the child; (3) the gender of the child; (4) the nature and extent of the child's injury or injuries, maltreatment or neglect; (5) the approximate date and time the injury or injuries, maltreatment or neglect occurred; (6) information concerning any previous injury or injuries to, or maltreatment or neglect of, the child or his siblings; (7) the circumstances in which the injury or injuries, maltreatment or neglect came to be known to the reporter; (8) the name of the person or persons suspected to be responsible for causing such injury or injuries, maltreatment or neglect; and (9) whatever action, if any, was taken to treat, provide shelter or otherwise assist the child.

§17a-101e. Employers prohibited from discrimination against witness

§17a-101e. Employers prohibited from discrimination against witness in child abuse proceeding. Penalty. Immunity for making report of child abuse in good faith. False report of child abuse. Penalty. (a) No employer shall discharge, or in any manner discriminate or retaliate against, any employee who in good faith makes a report pursuant to §§17a-101a to 17a-101d, inclusive, and 17a-103, testifies or is about to testify in any proceeding involving child abuse or neglect. The Attorney General may bring an action in Superior Court against an employer who violates this subsection. The court may assess a civil penalty of not more than two thousand five hundred dollars and may order such other equitable relief as the court deems appropriate.

(b) Any person, institution or agency which, in good faith, makes, or in good faith does not make, the report pursuant to §§17a-101a to 17a-101d, inclusive, and l7a-103 shall be immune from any liability, civil or criminal, which might otherwise be

incurred or imposed and shall have the same immunity with respect to any judicial proceeding which results from such report provided such person did not perpetrate or cause such abuse or neglect.

(c) Any person who knowingly makes a false report of child abuse or neglect pursuant to §§17a- 10 1 a to 17a- 10 1 d, inclusive, and 17a- 103, shall be fined not more than two thousand dollars or imprisoned not more than one year or both.

§17a-101f. Examination by physician.

§17a-101f. Examination by physician. Diagnostic tests and procedures to detect child abuse. Expenses. Any physician examining a child with respect to whom abuse or neglect is suspected shall have the right to keep such child in the custody of a hospital for no longer than ninety-six hours in order to perform diagnostic tests and procedures necessary to the detection of child abuse or neglect and to provide necessary medical care with or without the consent of such child's parents or guardian or other person responsible for the child's care, provided the physician has made reasonable attempts to (1) advise such child's parents or guardian or other person responsible for the child's care that he suspects the child has been abused or neglected and (2) obtain consent of such child's parents or guardian or other person responsible for the child's care. In addition, such physician may take or cause to be taken photographs of the area of trauma visible on a child who is the subject of such report without the consent of such child's parents or guardian or other person responsible for the child's care. All such photographs or copies thereof shall be sent to the local police department and the Department of Children and Families. The expenses for such care and such diagnostic tests and procedures, if not covered by insurance, shall be paid by the Commissioner of Children and Families, provided the state may recover such costs from the parent if the parent has been found by a court to have abused or neglected such child.

§17a-101g. Classification and evaluation of reports

§17a-101g. Classification and evaluation of reports. Investigation. Home visit. Removal of child in imminent risk of harm. (a) Upon receiving a report of child abuse as provided in §§17a- 10 1 a to 17a- 10 1 c, inclusive, or §17a- 103, the Commissioner of Children and Families, or his designee, shall cause the report to be classified and evaluated immediately. If the report contains sufficient information to warrant an investigation, the commissioner shall make his best efforts to commence an investigation of a report concerning an imminent risk of physical harm to a child or other emergency within two hours of receipt of the report and shall commence an investigation of all other reports within seventy-two hours of receipt of the report. The department shall complete any such investigation within thirty calendar days of receipt of the report.

(b) The investigation shall include a home visit at which the child and any siblings are observed, if appropriate, a determination of the nature, extent and cause or causes of the reported abuse or neglect, a determination of the person or persons suspected to be responsible for such abuse or neglect, the name, age and condition of other children residing in the same household and an evaluation of the parents and the home. The report of such investigation shall be in writing. The investigation shall also include, but not be limited to, a review of criminal conviction information concerning the person or persons alleged to be responsible for such abuse or neglect and previous allegations of abuse or neglect relating to the child or other children residing in the household or relating to family violence.

(c) If the Commissioner of Children and Families, or his designee, has probable cause to believe that the child or any other child in the household is in imminent risk of physical harm from his surroundings and that immediate removal from such surroundings is necessary to ensure the child's safety, the commissioner, or his designee, shall authorize any employee of the department or any law enforcement officer to remove the child and any other child similarly situated from such surroundings without the consent of the child's parent or guardian. The commissioner shall record in writing the reasons for such removal and include such record with the report of the investigation conducted under subsection (b) of this section.

(d) The removal of a child pursuant to subsection (c) of this section shall not exceed ninety-six hours. During the period of such removal, the commissioner, or his designee, shall provide the child with all necessary care including medical care, which may include an examination by a physician or mental health professional with or without the consent of the child's parents, guardian or other person responsible for the child's care, provided reasonable attempts have been made to obtain consent of the child's parents or guardian or other person responsible for the care of such child. During the course of a medical examination, a physician may perform diagnostic tests and procedures necessary for the detection of child abuse or neglect. If the child is not returned home within such ninety-six-hour period, with or without protective services, the department shall proceed in accordance with §46b-129.

§17a-101h. Coordination of investigatory activities

§17a-101h. Coordination of investigatory activities. Interview with child. Consent. Notwithstanding any provision of the general statutes to the contrary, any person authorized to conduct an investigation of abuse or neglect shall coordinate investigatory activities in order to minimize the number of interviews of any child and share information with other persons authorized to conduct an investigation of child abuse or neglect, as appropriate. The commissioner shall obtain the consent of parents or guardians or other persons responsible for the care of the child to any interview with a child, except that such consent shall not be required when the

department has reason to believe such parent or guardian or other person responsible for the care of the child or member of the child's household is the perpetrator of the alleged abuse. If consent is not required to conduct the interview, such interview shall be conducted in the presence of a disinterested adult unless immediate access to the child is necessary to protect the child from imminent risk of physical harm and a disinterested adult is not available after reasonable search.

§17a-101i. Abuse of child by school employee.

§17a-101i. Abuse of child by school employee. Suspension. Notification by state's attorney re conviction. Boards of education to adopt written policy re reporting of child abuse by school employees. (a) Notwithstanding any provision of the general statutes to the contrary, after an investigation has been completed and the Commissioner of Children and Families, based upon the results of the investigation, has reasonable cause to believe that a child has been abused by a certified public school employee in a position requiring a certificate, the commissioner shall notify the superintendent of such finding and shall provide records, whether or not created by the department, concerning such investigation to the superintendent who shall suspend such school employee. Such suspension shall be with pay and shall not result in the diminution or termination of benefits to such employee. Within seventy-two hours after such suspension, the superintendent shall notify the local or regional board of education and the Commissioner of Education, or his representative, of the reasons for and conditions of the suspension. The superintendent shall disclose such records to the Commissioner of Education and local or regional boards of education or their attorney for purposes of review of employment status or certification. Such suspension shall remain in effect until the board of education acts pursuant to the provisions of §10-151. If the contract of employment of such certified school employee is terminated, the superintendent shall notify the Commissioner of Education, or his representative, within seventy- two hours after such termination. Upon receipt of such notice from the superintendent, the Commissioner of Education may commence certification revocation proceedings pursuant to the provisions of subsection (in) of §10-145b. Notwithstanding the provisions of §§1-210 and 1-211, information received by the Commissioner of Education, or his representative, pursuant to this section shall be confidential subject to regulations adopted by the State Board of Education under §10-145g.

(b) After an investigation has been completed and the Commissioner of Children and Families, based upon the results of the investigation, has reasonable cause to believe that a child has been abused by a staff member of a public or private institution or facility providing care for children or private school, the commissioner shall notify the executive director of such institution, school or facility and shall provide records, whether or not created by the department concerning such investigation to such executive director. Such institution, school, or facility may suspend such staff person. Such suspension shall be with pay and shall not result in diminution or termination of benefits to such employee. Such suspension shall

remain in effect until the incident of abuse has been satisfactorily resolved by the employer of the staff person.

(c) If a school employee or any person holding a certificate issued by the State Board of Education under the provisions of §§10-144o to 10-149, inclusive, is convicted of a crime involving an act of child abuse or neglect as described in §46b-120 or a violation of §53a-71 or 53a-73a, the state's attorney for the judicial district in which the conviction occurred shall in writing notify the superintendent of the school district or the supervisory agent of the nonpublic school in which the person is employed and the Commissioner of Education of such conviction.

(d) For the purposes of receiving and making reports, notifying and receiving notification, or investigating, pursuant to the provisions of §§17a-101a to 17a-101h, inclusive, and 17a- 103 a superintendent of a school district or a supervisory agent of a nonpublic school may assign a designee to act on his behalf.
(e) On or before February 1, 1997, each local and regional board of education shall adopt a written policy regarding the reporting by school employees of suspected child abuse in accordance with §§17a-101a to 17a-101d, inclusive, and 17a-103.

§17a-101j. Notification of Chief State's Attorney

§17a-101j. Notification of Chief State's Attorney. Notification of agency responsible for licensure of institution or facility, when. Referral to substance abuse treatment services, when. (a) After the investigation has been completed and the Commissioner of Children and Families has reasonable cause to believe that sexual abuse or serious physical abuse of a child has occurred, the commissioner shall notify the Chief State's Attorney or his designee or a state's attorney for the judicial district in which the child resides or in which the abuse or neglect occurred and to the appropriate local law enforcement authority of such belief and shall provide a copy of the report required in §§17a- 10 1 a to 17a-10 1 c, inclusive, and 17a- 103.

(b) Whenever a report has been made pursuant to §§17a-101a to 17a-101c, inclusive, and 17a-103, alleging that abuse or neglect has occurred at an institution or facility that provides care for children which is subject to licensure by the state for the caring of children and. the Commissioner of Children and Families, after investigation, has reasonable cause to believe abuse or neglect has occurred, the commissioner shall forthwith notify the state agency responsible for such licensure of such institution or facility and provide records, whether or not created by the department, concerning such investigation.

(c) If, after the investigation is completed, the commissioner determines that the person inflicting abuse or neglecting a child is in need of treatment for substance abuse, the commissioner shall refer such person to appropriate treatment services.

§17a-101k. Registry of reports

§17a-101k. Registry of reports maintained by Commissioner of Children and Families. Confidentiality. Penalty. Disclosure of information to Department of Social Services. (a) The Commissioner of Children and Families shall maintain a registry of the reports received pursuant to §§17a-101a to 17a-101d, inclusive, and 17a-103, and shall adopt regulations to permit the use of the registry on a twenty- four-hour daily basis to prevent or discover abuse of children. The information contained in the reports and any other information relative to child abuse, wherever located, shall be confidential subject to such statutes and regulations governing their use and access as shall conform to the requirements of federal law or regulations. Any violation of this section or the regulations adopted by the commissioner under this section shall be punishable by a fine of not more than one thousand dollars or imprisonment for not more than one year.

(b) Notwithstanding the provisions of subsection (a) of this section, the Commissioner of Children and Families shall disclose to the Commissioner of Social Services, or his designee, registry information necessary for the evaluation of the temporary family assistance program operated by the Department of Social Services.

§17a-101l. Visitation centers

§17a-101l. Visitation centers. The Commissioner of Children and Families shall, within available resources, establish visitation centers for the purpose of facilitating visits between children in the custody of the commissioner and those family members who are subject to supervised visitation. Such center shall provide a secure facility for supervised visitation or the transfer of custody of such children for visitation.

§17a-103. Reports by others

§17a-103. (Formerly §17-38c). Reports by others. False reports. Notification to law enforcement agency. (a) Any mandated reporter acting outside his professional capacity and any other person having reasonable cause to suspect or believe that any child under the age of eighteen is in danger of being abused, or has been abused or neglected, as defined in §46b-120, may cause a written or oral report to be made to the Commissioner of Children and Families or his representative or a law enforcement agency. The Commissioner of Children and Families or his representative shall use his best efforts to obtain the name and address of a person who causes a report to be made pursuant to this section. In the case of an oral report, such report shall be recorded on tape and the commissioner or his representative shall announce to the person making such report that such report is being recorded and shall state the penalty for knowingly making a false report of child abuse or neglect under subsection (c) of §17a-101e.

(b) Notwithstanding the provisions of §17a-101k, if the identity of any such person who made a report pursuant to subsection (a) of this section is known, and the commissioner or his representative suspects or knows that such person has knowingly made a false report, such identity shall be disclosed to the appropriate law enforcement agency and to the perpetrator of the alleged abuse.

(c) If the Commissioner of Children and Families, or his designee, receives a report alleging sexual abuse or serious physical abuse including, but not limited to, a report that: (1) A child has died; (2) a child has been sexually assaulted; (3) a child has suffered brain damage, loss or serious impairment of a bodily function or organ; (4) a child has been sexually exploited; or (5) a child has suffered serious non-accidental physical injury, he shall, within twenty-four hours of receipt of such report, notify the appropriate law enforcement agency.

§17a-103a. Telephone hotline

§17a-103a. Telephone hotline to receive reports of child abuse. The Commissioner of Children and Families shall provide a telephone hotline for child abuse that shall be dedicated to receive reports of child abuse.

§17a-103b. Notice to parent or guardian of substantiated complaint

§17a-103b. Notice to parent or guardian of substantiated complaint of child abuse. (a) Upon a substantiated complaint of abuse of a child having a single custodial parent or a guardian, the Department of Children and Families shall give, when deemed to be in the best interests of the child, to the non-custodial parent, custodial parent and guardian of the child notice of (1) the circumstances of the complaint including the name of the person who caused the abuse, (2) the availability of services from the department including, but not limited to, child care subsidies and emergency shelter and (3) the programs of the Office of Victim Services and information on obtaining a restraining order. The notice shall also inform the client that such child may be removed from the custody of the custodial parent by the department if such removal is authorized under the general statutes.

(b) The notice required under subsection (a) of this section shall be (1) by certified mail, return receipt requested, directed to the last-known address of each client or (2) by delivery by an agent of the department. In the case of personal delivery by an agent, written acknowledgement of such delivery shall be made by the client.

§17b-407. Duty to report suspected abuse

§17b-407. (Formerly §17a412). Duty to report suspected abuse, neglect, exploitation, or abandonment. Penalty. Confidentiality. Immunity. Notice to complainant. Registry. (a) Any physician or surgeon licensed under the provisions of

chapter 370 or 37 1, any resident physician or intern in any hospital in this state, whether or not so licensed, and any registered nurse, licensed practical nurse, medical examiner, dentist, osteopath, optometrist, chiropractor, podiatrist, social worker, clergyman, police officer, pharmacist, physical therapist, nursing home facility administrator, nurses aide or orderly in a nursing home facility, any person paid for caring for a patient in a nursing home facility, any staff person employed by a nursing home facility, any regional ombudsman or patients' advocate and any person who is a sexual assault counselor or a battered women's counselor as defined in §52-146k who has reasonable cause to suspect or believe that a patient in a nursing home facility has been abused, neglected, exploited or abandoned, or is in a condition which is the result of such abuse, neglect, exploitation or abandonment, shall within five calendar days report such information or cause a report to be made in any reasonable manner to the Nursing Home Ombudsmen Office. Any person required to report under the provision of this section who fails to make such report within the prescribed period shall be fined not more than five hundred dollars.

(b) Such report shall contain the name and address of the nursing home facility, the name of the involved patient, information regarding the nature and extent of the abuse, neglect, exploitation, or abandonment, and any other information, which the reporter believes might be helpful in an investigation of the case and for the protection of the patient.

(c) Any other person having reasonable cause to believe that a patient in a nursing home facility is being, or has been, abused, neglected, exploited or abandoned, or any person who wishes to file any other complaint regarding a nursing home facility, shall report such information in accordance with subsection (b) in any reasonable manner to the Nursing Home Ombudsmen Office.

(d) Such report or complaint shall not be deemed a public record, and shall not be subject to the provisions of §1-210. Information derived from such reports or complaints for which reasonable grounds are determined to exist after investigation as provided for in section l7b408 including the identity of the nursing home, the number of complaints received, the number of complaints substantiated and the types of com- plaints, may be disclosed by the State Ombudsman, except that in no case shall the name of the patient or the complainant be revealed, unless such person specifically requests such disclosure or unless a judicial proceeding results from such report or complaint.

(e) Anyone who makes a report or complaint pursuant to this section or who testifies in any administrative or judicial proceeding arising from the report shall be immune from any civil or criminal liability on account of such report or complaint or testimony, except for liability for perjury, unless such person acted in bad faith or with malicious purpose.

(f) The person filing a report or complaint pursuant to the provisions of this section shall be notified of the findings of any investigation conducted by the Nursing Home Ombudsmen Office, upon request.

(g) The State Ombudsman shall maintain a registry of the reports received, the investigations made, the findings, and the actions recommended and taken.

§19a-216a. Examination and treatment of persons

§19a-216a. Examination and treatment of persons at communicable disease control clinics. Confidentiality. (a) For the purposes of this section:
(1) "Communicable disease control clinic" means a state or local health department funded clinic established for the purpose of providing readily accessible treatment of persons with possible sexually-transmitted diseases and their sexual contacts or persons with possible tuberculosis and their contacts. (2) "Epidemiologic information" means the names of possible human sources of infection or subsequent transmission from a person with a sexually-transmitted disease or tuberculosis.

(b) The personal medical records of persons examined or treated in a communicable disease control clinic shall be held strictly confidential by the local director of health and his authorized agents and shall not be released or made public or be subject to discovery proceedings, except release may be made of personal medical information, excluding epidemiologic information under the following circumstances: (1) For statistical purposes in such form that no individual person can be identified; (2) With the informed consent of all persons identified in the records; (3) To healthcare providers in a medical emergency to the extent necessary to Protect the health or life of the person who is the subject; (4) To healthcare providers and public health officials in the states or localities authorized to receive such information by other state statute or regulation to the extent necessary to protect the public health or safety by permitting the continuation of service or Public health efforts directed to disease prevention and control; (5) To any agency authorized to receive reports of abuse or neglect of minors not More than twelve years of age pursuant to §19a-216. If any information is required to be disclosed in a court proceeding involving abuse or neglect, the information shall be disclosed in camera and sealed by the court upon conclusion of the proceeding; or (6) By court order, as necessary to enforce any provision of the general statutes or state regulations or local ordinances pertaining to public health and safety provided the order explicitly finds each of the following: (A) The information sought is material, relevant and reasonably calculated to be admissible evidence during the legal proceeding; (B) the probative value of the evidence outweighs the individual's and the public's interest in maintaining its confidentiality; (C) the merits of the litigation cannot be fairly resolved without the disclosure; and (D) the evidence is necessary to avoid substantial injustice to the party seeking it and the disclosure will result in no significant harm to the person examined or treated. Before making such findings, the court may examine the information *in camera*. If the information meets the test of necessary evidence as

listed in this subdivision, it shall be disclosed only *in camera* and shall be sealed by the court on conclusion of the proceeding.

(c) Except as provided in subsection (b) of this section, no local health department official or employee shall be examined in any court proceeding, civil or criminal, or before any other tribunal, board, agency or person as to the existence or contents of pertinent records, reports or information of a person examined or treated for a sexually- transmitted disease by a state or local health department, or as to the existence or contents of such records, reports or information received by such department from a private physician or private health facility, without the written consent of the individual who is the subject of the records, reports or information.

(d) Information released under the provisions of this section shall not be re-released unless the re-release is made in accordance with the provisions of this section.

(e) Any person who violates any provision of this section shall be fined not more than one thousand dollars. No provision of this section shall be deemed to supersede §19a-584.

§46a-11b. Reports of suspected abuse or neglect required of certain persons.

§46a-11b. (Formerly §19a-458a). Reports of suspected abuse or neglect required of certain persons. Report by others. Immunity. Fine. Treatment by Christian Science practitioner. (a) Any physician or surgeon licensed under the provisions of chapter 370 or 371, any resident physician or intern in any hospital in this state, whether or not so licensed, any registered nurse, any person paid for caring for persons in any facility and any licensed practical nurse, medical examiner, dental hygienist, dentist, occupational therapist, osteopath, optometrist, chiropractor, psychologist, podiatrist, social worker, school teacher, school principal, school guidance counselor, school paraprofessional, mental health professional, physician assistant, Connecticut certified substance abuse counselor, licensed marital and family therapist, speech pathologist, clergyman, police officer, pharmacist, physical therapist or sexual assault counselor or battered women's counselor as defined in §52-146k who has reasonable cause to suspect or believe that any person with mental retardation has been abused or neglected shall, within five calendar days, report such information or cause a report to be made in any reasonable manner to the director or persons designated by him to receive such reports. Such report shall be followed up by a written report within five additional calendar days. Any person required to report under this subsection who fails to make such report shall be fined not more than five hundred dollars.

(b) Such report shall contain the name and address of the allegedly abused or neglected person, a statement from the person making the report indicating his belief that such person is mentally retarded, information supporting the supposition that such person is substantially unable to protect himself from abuse or neglect,

information regarding the nature and extent of the abuse or neglect and any other information which the person making such report believes might be helpful in an investigation of the case and the protection of such person with mental retardation.

(c) Each facility, as defined in §46a-1 la, shall inform residents of their rights and the staff of their responsibility to report abuse or neglect and shall establish appropriate policies and procedures to facilitate such reporting.

(d) Any other person having reasonable cause to believe that a person with mental retardation is being or has been abused or neglected may report such information, in any reasonable manner, to the director or to his designee.

(e) Any person who makes any report pursuant to §§46a-II a to 46a-II g, inclusive, or who testifies in any administrative or judicial proceeding arising from such report shall be immune from any civil or criminal liability on account of such report or testimony, except for liability for perjury, unless such person acted in bad faith or with malicious purpose. Any person who obstructs, hinders, or endangers any person reporting or investigating abuse or neglect or providing protective services or who makes a report in bad faith or with malicious purpose and who is not subject to any other penalty shall be fined not more than five hundred dollars. No resident or employee of a facility, as defined in §46a- 11a, shall be subject to reprisal or discharge because of his actions in reporting pursuant to §46a-11a to 46a-11g, inclusive.

(f) For purposes of said sections, the treatment of any person with mental retardation by a Christian Science practitioner, in lieu of treatment by a licensed practitioner of the healing arts, shall not of itself constitute grounds for the implementation of protective services.

(g) When the director of the Office of Protection and Advocacy for Persons with Disabilities or persons designated by such director are required to investigate or monitor abuse or neglect reports that are referred to the Office of Protection and Advocacy for Persons with Disabilities from another agency, all provisions of this section shall apply to any investigation or monitoring of such case or report.

§46b-120. Definitions

§46b-120. (Formerly §51-301). Definitions. The terms used in this chapter shall, in its interpretation and in the interpretation of other statutes, be defined as follows: (1) "Child" means any person under sixteen years of age and, for purposes of delinquency matters, "child" means any person (A) under sixteen years of age or, (B) sixteen years of age or older who, prior to attaining sixteen years of age, has violated any federal or state law or municipal or local ordinance, other than an ordinance regulating behavior of a child in a family with service needs, and, subsequent to attaining sixteen years of age, violates any order of the Superior

Court or any condition of probation ordered by the Superior Court with respect to such delinquency proceeding; (2) "youth" means any person sixteen to eighteen years of age; (3) "abused" means that a child or youth (A) has had physical injury or injuries inflicted upon him other than by accidental means, or (B) has injuries which are at variance with the history given of them, or (C) is in a condition which is the result of maltreatment, such as, but not limited to, malnutrition, sexual molestation or exploitation, deprivation of necessities, emotional maltreatment or cruel punishment; (4) a child may be found "mentally deficient" who, by reason of a deficiency of intelligence, which has existed from birth or from early age, requires, or will require, for his protection or for the protection of others, special care, supervision and control; (5) a child may be convicted as "delinquent" who has violated (A) any federal or state law or municipal or local ordinance, other than an ordinance regulating behavior of a child in a family with service needs, (B) any order of the Superior Court or (C) conditions of probation as ordered by the court; (6) a child or youth may be found "dependent" whose home is a suitable one for him, save for the financial inability of his parents, parent, guardian or other person maintaining such home, to provide the specialized care his condition requires; (7) a "family with service needs" means a family which includes a child who (A) has without just cause run away from his parental home or other properly authorized and lawful place of abode; (B) is beyond the control of his parent, parents, guardian or other custodian; (C) has engaged in indecent or immoral conduct; (D) is a truant or habitual truant or who, while in school, has been continuously and overtly defiant of school rules and regulations; or (E) is thirteen years of age or older and has engaged in sexual intercourse with another person and such other person is thirteen years of age or older and not more than two years older or younger than such child; (8) a child or youth may be found "neglected" who (A) has been abandoned or (B) is being denied proper care and attention, physically, educationally, emotionally or morally or (C) is being permitted to live under conditions, circumstances or associations injurious to his well-being or (D) has been abused; (9) a child or youth may be found "uncared for" who is homeless or whose home cannot provide the specialized care which his physical, emotional or mental condition requires. For the purposes of this section the treatment of any child by an accredited Christian Science practitioner in lieu of treatment by a licensed practitioner of the healing arts, shall not of itself constitute neglect or maltreatment; (10) "delinquent act" means the violation of any federal or state law or municipal or local ordinance, other than an ordinance regulating the behavior of a child in a family with service needs, or the violation of any order of the Superior Court; (11) "serious juvenile offense" means (A) the violation by a child including attempt or conspiracy to violate §§21 a-277,21 a-278,29-33, 29-34,29-35,53-2 1, 53-80a, 53-202b, 53-202c, 53-390 to 53-392, inclusive, 53a-54a to 53a-57, inclusive, 53a-59 to 53a-60c, inclusive, 53a-70 to 53a-71, inclusive, 53a-72b, 53a-86, 53a-92 to 53a-94a, inclusive, 53a-95, 53a-101, 53a-102a, 53a-103a, 53a-I I I to 53a-I 13, inclusive, subdivision (1) of subsection (a) of §53a-122, subdivision (3) of subsection (a) of §53a-123, 53a-134,53a-135, 53a-136a, 53a-166, 53a-167c, subsection (a) of §53a-174,53a-196a, 53a-211, 53a-212, 53a-216 or 53a-217b, or (B) running away, without just cause, from any secure placement other than home

while referred as a delinquent child to the Office of Alternative Sanctions or committed as a delinquent child to the Commissioner of Children and Families for a serious juvenile offense; (12) "serious juvenile offender" means any child convicted as delinquent for commission of a serious juvenile offense; (13) "serious juvenile repeat offender" means any child charged with the commission of any felony if such child has previously been convicted delinquent at any age for two violations of any provision of title 21 a, 29, 53 or 53a which is designated as a felony; (14) "alcohol-dependent child" means any child who has a psychoactive substance dependence on alcohol as that condition is defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders"; (15) "drug-dependent child" means any child who has a psychoactive substance dependence on drugs as that condition is defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders". No child shall be classified as drug dependent who is dependent (A) upon a morphine-type substance as an incident to current medical treatment of a demonstrable physical disorder other than drug dependence, or (B) upon amphetamine-type, ataractic, barbiturate-type, hallucinogenic or other stimulant and depressant substances as an incident to current medical treatment of a demonstrable physical or psychological disorder, or both, other than drug dependence.

APPENDIX XXIV - BORDER STATE HOSPITALS

Border State Hospitals Effective August 25, 2006

Provider	Inpatient	Outpatient
Fairview Hospital 29 Lewis Avenue Great Barrington, MA 01230	003032224	03023744
Baystate Medical Center 280 Chestnut Street Springfield, MA 01104	003032406	003024015
Mercy Hospital 271 Carew Street Springfield, MA 01104	003032356	003023942
Westerly Hospital 25 Wells Street Westerly, RI 02891	003035789	003027000
Hubbard Regional Hospital 340 Thompson Road Webster, MA 01570	003032141	003023652
UMASS Memorial Medical Center 55 Lake Avenue Worcester, MA 01605	003107259	003107267
Westchester Medical Center Grasslands Roads Valhalla, NY 10595	003108992	003109007
Women's and Infants' Hospital 101 Dudley Street Providence, RI 02908	003035755	003026986
Berkshire Medical Center 725 North Street Pittsfield, MA 01201	003032265	003023785
Memorial Hospital for Cancer 1275 York Avenue New York, NY 10021	003034097	003025525
Brigham and Women's Hospital 75 Francis Street Boston, MA 02115	003042348	003024213
Franklin Medical Center 164 High Street Greenfield, MA 01301	003032075	003023579
South County Hospital 100 Kenyon Avenue Wakefield, RI 02879	003035730	003026960
Landmark Medical Center 115 Cass Avenue Woonsocket, RI 02895	003119212	003026994
Mass General Hospital 55 Fruit Street Boston, MA 02114	003032372	003023959
Jamaica Hospital Medical Center 8900 Van Wyck Expressway Jamaica, NY 11418	003033610	N/A

APPENDIX XXV - NURSING HOME LOCATIONS AND CAPACITY IN CONNECTICUT

City/Town Code	City/Town	Village	Client Count	Bed Capacity	Chronic and Convalescent Nursing Home	Rest Home with Nursing Supervision	Residential Care Home	Facility
1	Andover		21					
2	Ansonia		609	90	90			Hilltop Health Center
3	Ashford		77					
4	Avon		205	120	120			Avon Health Center
4	Avon			60	60			Brightview of Avon
5	Barkhamsted		24					
6	Beacon Falls		53					
7	Berlin	Kensington	245	60	60			Ledgecrest Healthcare Center, Inc
8	Bethany		33					
9	Bethel		299	161	161		14	Bethel Healthcare Center
10	Bethlehem		38					
11	Bloomfield		870	120	120			Alexandria Manor
11	Bloomfield			120	120			Bloomfield Healthcare Center, LLC
11	Bloomfield			60	60			Caleb Hitchcock Health Center
11	Bloomfield			60	60		22	Seabury Health Center
11	Bloomfield			150	150			Wintonbury Care Center, LLC
12	Bolton		33					
13	Bozrah		60					
14	Branford		621	190	190			Branford Hills
15	Bridgeport		7,612	135	135			Astoria Park
15	Bridgeport			300	300			Bridgeport Healthcare Center Inc.
15	Bridgeport			240	240			Bridgeport Manor
15	Bridgeport			145	145			Northbridge Healthcare Center
15	Bridgeport			100	100			The New Coleman Park Health and Rehabilitation

City/Town Code	City/Town	Village	Client Count	Bed Capacity	Chronic and Convalescent Nursing Home	Rest Home with Nursing Supervision	Residential Care Home	Facility
16	Bridgewater		6					
17	Bristol		1,885	90	90			Countryside Manor
17	Bristol			128	128			Ingraham Manor
17	Bristol			132	132			Nursing Care Center of Bristol
17	Bristol			146	146			Sheriden Woods Healthcare Center
17	Bristol	Forestville		120	120			Subacute Center of Bristol
18	Brookfield		145					
19	Brooklyn		249	72	42	30	10	Pierce Memorial Baptist Home, Inc.
20	Burlington		59					
21	Canaan		33	120	120			Geer Nursing and Rehabilitation Center
22	Canterbury		67					
23	Canton		158					
24	Chaplin		28					
25	Cheshire		413	90	90		42	Elim Park Baptist Home
25	Cheshire			120	120			Highlands Healthcare Center
26	Chester		151	60	60		18	Aaron Manor Nursing and Rehabilitation Center
26	Chester			60	60			Chesterfields Healthcare Center
27	Clinton		217					
28	Colchester		330	130	130			Harrington Court
28	Colchester			60	60			Liberty Specialty Care Center
28	Colchester			100	98	2		Cherry Brook Healthcare Center
29	Colebrook		5					
30	Columbia		69					
31	Cornwall		16					
32	Coventry		132					
33	Cromwell		401	181	170	11		Haven Health Center of Cromwell

City/Town Code	City/Town	Village	Client Count	Bed Capacity	Chronic and Convalescent Nursing Home	Rest Home with Nursing Supervision	Residential Care Home	Facility
33	Cromwell			60	59	1		Pilgrim Manor
33	Cromwell			85	85			Ridgeview Healthcare Center, Inc
34	Danbury		2,256	180	180			Danbury Healthcare Center
34	Danbury			64	64			Filosa for Nursing and Rehabilitation
34	Danbury			92	45	47		Hancock Hall
34	Danbury			100	100			Harborside Healthcare-Glen Hill Rehab and Nursing Center
34	Danbury			141	141			Pope John Paul II Center for Healthcare
35	Darien		143	120	120			Darien Healthcare Center
36	Deep River		90					
37	Derby		446	120	120			Birmingham Health Center
37	Derby			120		120		Marshall Lane Manor
38	Durham		78	44	37	7		Twin Maples Healthcare, Inc.
39	Eastford		16					
40	East Granby		35					
41	East Haddam	Moodus	117	76	76			Chestelm Healthcare
42	East Hampton	Cobalt	194	60	60			Cobalt Lodge Healthcare and Rehabilitation Center
43	East Hartford		2,241	180	180			Haven Health Center of East Hartford
43	East Hartford			345	345			Riverside Health and Rehabilitation Center
43	East Hartford			90	90			Sterling Manor
44	East Haven		815	120	120			Laurel Woods, Inc
44	East Haven			90	90			Talmadge Park
45	East Lyme		265					
46	Easton		32					
47	East Windsor		343	60	48	12		Chestnut Point Care Center, LLC
47	East Windsor			172	172			Kettle Brook Care Center, LLC
48	Ellington		119					

City/Town Code	City/Town	Village	Client Count	Bed Capacity	Chronic and Convalescent Nursing Home	Rest Home with Nursing Supervision	Residential Care Home	Facility
49	Enfield		933	98	98			Blair Manor
49	Enfield			140	140			Parkway Pavilion Healthcare
49	Enfield			25	25		64	Saint Joseph's Residence
50	Essex		95					
51	Fairfield		993	160	160			Cambridge Manor
51	Fairfield			229	229			Carolton Chronic and Convalescent Hospital
51	Fairfield			120	120			Connecticut Health of Southport
51	Fairfield			360	359	1		Jewish Home For the Elderly of Fairfield
51	Fairfield			144	144			Ludlow Center
52	Farmington		555	120	120			Farmington Care Center
52	Farmington			140	140			Haven Health Center of Farmington
53	Franklin		34					
54	Glastonbury		449	105	105			Glastonbury Healthcare Center
54	Glastonbury			130	130			Salmon Brook Center
55	Goshen		24					
56	Granby		136	90	80	10	0	Meadowbrook of Granby
57	Greenwich		836	75	75			CT Health of Greenwich
57	Greenwich			217	217			Greenwich Woods Healthcare Center
57	Greenwich			202	202			Nathaniel Witherell
58	Griswold		301	90	90			Haven Health Center of Jewett City
59	Groton		801	120	120			Fairview, Inc.
59	Groton			162	162		81	Groton Regency Center
59	Groton	Mystic		60	60			Mary Elizabeth Nursing Center, Inc.
59	Groton	Mystic		100	100			Mystic Manor, Inc.
59	Groton	Mystic		120	120			Pendleton Health and Rehabilitation Center
60	Guilford		306	90	90			Fowler Nursing Center

City/Town Code	City/Town	Village	Client Count	Bed Capacity	Chronic and Convalescent Nursing Home	Rest Home with Nursing Supervision	Residential Care Home	Facility
60	Guilford			60	60			The Guilford House, LLC
61	Haddam		68					
62	Hamden		1,615	153	153			Hamden Healthcare Center
62	Hamden			360	360			Harborside Healthcare-Arden House Rehab and Nursing Center
62	Hamden			59	59			Whitney Center (ALSA)
62	Hamden			150	150			Whitney Manor Convalescent Center
63	Hampton		21					
64	Hartford		10,248	199	130	69	24	Avery Nursing Home
65	Hartland		21	234	234			Chelsea Place Care Center
65	Hartland			105	105			Ellis Manor
66	Harwinton		64	150	150			Park Place Health Center
67	Hebron		72	114	114			Trinity Hill Care Center, LLC
68	Kent		74	90	90			Kent, LTD, The
69	Killingly	Danielson	793	190	190			Haven Health Center of Danielson
69	Killingly	Dayville		90	90			Westview Nursing Care and Rehabilitation Center
70	Killingworth		27					
71	Lebanon		82					
72	Ledyard		158					
73	Lisbon		37					
74	Litchfield		145	25	25	0	15	Rose Haven, Ltd.
75	Lyme		13					
76	Madison		172	90	90			Harborside Healthcare-Madison House Rehab and Nursing Center
76	Madison			45	45			Watrous Nursing Center
77	Manchester		1,903	156	156			Bidwell Care Center, LLC
77	Manchester			155	95	60		Crestfield Rehab Center and Fenwood Manor

City/Town Code	City/Town	Village	Client Count	Bed Capacity	Chronic and Convalescent Nursing Home	Rest Home with Nursing Supervision	Residential Care Home	Facility
77	Manchester			126	126			Manchester Manor, Inc.
77	Manchester			190	189	1		Westside Care Center
78	Mansfield	Storrs	228	98	98			Mansfield Center for Nursing and Rehab
79	Marlborough		123	120	120			Marlborough Healthcare Center
80	Meriden		2,790	30	30			Bradley Home and Pavilion
80	Meriden			100	100			Coccomo Memorial Health Center
80	Meriden			60	30	30		Connecticut Baptist Homes
80	Meriden			60	60		34	Curtis Home/St. Elizabeth Center
80	Meriden			130	130			Meriden Center
80	Meriden			93	69	24		Miller Memorial Community, Inc.
80	Meriden			159	142	17		Silver Springs Care Center
80	Meriden			120	120			Westfield Care and Rehabilitation Center
81	Middlebury		94	58	58			Middlebury Convalescent Home, Inc.
82	Middlefield		34					
83	Middletown		1,642	95	95			Highview Healthcare Center
83	Middletown			150	150			Middlesex Healthcare Center
83	Middletown			102	102			Wadsworth Glen Healthcare and Rehab Center
83	Middletown			150	150			Water's Edge Center for Health and Rehabilitation
84	Milford		888	120	120			Golden Hill Healthcare Center
84	Milford			120	120			Milford Healthcare Center, Inc
84	Milford			120	120			West River Healthcare Center
85	Monroe		124					
86	Montville	Uncasville	395	130	110	20		Orchard Grove Specialty Care Center
87	Morris		23					
88	Naugatuck		857	126	126			Beacon Brook Health Center
88	Naugatuck			120	120			Glendale Center

City/Town Code	City/Town	Village	Client Count	Bed Capacity	Chronic and Convalescent Nursing Home	Rest Home with Nursing Supervision	Residential Care Home	Facility
89	New Britain		4,273	90	90			Andrew House Healthcare
89	New Britain			282	282			Brittany Farms Health Center
89	New Britain			90	60	30	24	Jerome Home, The
89	New Britain			60	60			Monsignor Bojnowski Manor
89	New Britain			180	180			Walnut Hill Care Center
90	New Canaan		107	76	76			Waveny Care Center
91	New Fairfield		82					
92	New Hartford		58					
93	New Haven		7,712	150	150			Clifton Healthcare Center
93	New Haven			120	120			Haven Health Center of New Haven
93	New Haven			226	226			Jewish Home For the Aged
93	New Haven			60	60		45	Mary Wade Home, Inc., The
93	New Haven			125	125			Sister Anne Virginie Grimes Health Center
93	New Haven			90	23	67		West Rock Healthcare Facility
94	Newington		776	71	71			Bel-Air Manor
94	Newington			104	72	32		Jefferson House
94	Newington			180	180			Newington Healthcare Center
95	New London		1,514	60	60			Beechwood
95	New London			66	66			Camelot Nursing and Rehabilitation Center
95	New London			140	140			Nutmeg Pavilion Healthcare
96	New Milford		519	147	147			Candlewood Valley Health and Rehabilitation Center
96	New Milford			99	99			New Milford Nursing Home
97	Newtown		255	156	156			Ashlar of Newtown
98	Norfolk		20	130	130			Bride Brook Health and Rehabilitation Center
99	North Branford		124					
100	North Canaan		115					

City/Town Code	City/Town	Village	Client Count	Bed Capacity	Chronic and Convalescent Nursing Home	Rest Home with Nursing Supervision	Residential Care Home	Facility
101	North Haven		419	120		120		Clintonville Manor, Inc.
101	North Haven			120	120			Montowese Health and Rehabilitation Center, Inc.
102	North Stonington		39					
103	Norwalk		2,021	150	120	30		Honey Hill Care Center
103	Norwalk			200	200			Marathon Healthcare Center of Norwalk
103	Norwalk			60	60			Notre Dame Convalescent Home, Inc.
103	Norwalk			119	119			Haven Health Center of Norwich
104	Norwich	Norwichtown	1,699	120	120			Norwichtown Rehabilitation and Care Center
105	Old Lyme		43					
106	Old Saybrook		271	132	132			Gladeview Healthcare Center
106	Old Saybrook			120	120			Saybrook Convalescent Hosp., Inc.
107	Orange		150	60		60		Orange Healthcare Center
108	Oxford		96					
109	Plainfield		509	62	62			Villa Maria Convalescent Home
109	Plainfield			90	90			Village Manor Healthcare, Inc.
110	Plainville		436	173	173			Plainville Healthcare Center, Inc.
111	Plymouth		239	60	60			Cook Willow Convalescent Hosp. Inc.
112	Pomfret		48					
113	Portland		203	65	65			Portland Care and Rehabilitation Center, Inc.
114	Preston		42					
115	Prospect		176	120	120			Marathon Healthcare Center of Prospect
116	Putnam		498	22	22		24	Holy Spirit Healthcare Center, Inc
116	Putnam			119	119			Matulaitis Nursing Home
117	Redding		34					
118	Ridgefield		202	122	122			Laurel Ridge Healthcare Center
118	Ridgefield							

City/Town Code	City/Town	Village	Client Count	Bed Capacity	Chronic and Convalescent Nursing Home	Rest Home with Nursing Supervision	Residential Care Home	Facility
119	Rocky Hill		595	120	120			Elm Hill Nursing Center
119	Rocky Hill			120	120			Haven Health Center of Rocky Hill
119	Rocky Hill			120	120			Maple View Manor
120	Roxbury		17					
121	Salem		33					
122	Salisbury		66	91	61	30	25	Noble Horizons
123	Scotland		12					
124	Seymour		314	128	127	1		Shady Knoll Health Center, Inc
125	Sharon		37	88	88			Sharon Healthcare Center
126	Shelton		781	120	120			Bishop Wicke Health and Rehabilitation Center
126	Shelton			154	124	30		Gardner Heights, Inc.
126	Shelton			206	150	56		Hewitt Health and Rehabilitation Center, Inc.
126	Shelton			59	59		50	Shelton Lakes Res. and Healthcare Center
127	Sherman		13					
128	Simsbury		288	73	73			Harborside Healthcare-Governor's House Rehab and Nursing Center
128	Simsbury			154	153	1	30	McLean Health Center
129	Somers		55					
129	Somers			120	120			Haven Health Center of South Windsor
130	Southbury		847	120	120		14	Lutheran Home of Southbury, Inc.
130	Southbury			120	120			River Glen Healthcare Center
131	Southington		670	130	130			Southington Care Center
131	Southington	Plantsville		150	150			The Summit at Plantsville
131	Southington	Plantsville		120	120			Alzheimer's Resources Center of CT, Inc.
132	South Windsor		310					
133	Sprague		62					

City/Town Code	City/Town	Village	Client Count	Bed Capacity	Chronic and Convalescent Nursing Home	Rest Home with Nursing Supervision	Residential Care Home	Facility
134	Stafford	Stafford Springs	262	150	150			Evergreen Healthcare Center
135	Stamford		2,974	180	180			Courtland Gardens Healthcare Center
135	Stamford			120	120			Long Ridge of Stamford
135	Stamford			127	124	3		Saint Camillus Health Center
135	Stamford			128	128			Smith House Skilled Nursing Facility
135	Stamford			130	130			William and Sally Tandet Center for Cont. Care
136	Sterling		53					
137	Stonington		502					
138	Stratford		993	60	60			Lord Chamberlain Manor
138	Stratford			190	190			Lord Chamberlain Nursing and Rehabilitation Center
139	Suffield		171	120	120			Suffield House, The
140	Thomaston		102					
141	Thompson		179					
142	Tolland		142	100	100			Woodlake at Tolland
143	Torrington		1,646	126	126			Haven Health Center of Torrington
143	Torrington			160	130	30		Litchfield Woods Healthcare Center
143	Torrington			90	90			Marathon Healthcare Center of Torrington
143	Torrington			151	151			Valerie Manor
143	Torrington			87	87			Wolcott Hall Nursing Center, Inc
144	Trumbull		675	134	134			Maefair Healthcare Center, Inc
144	Trumbull			274	274		23	Saint Joseph's Manor
145	Union		1					
146	Vernon		913	120	120			Vernon Manor Healthcare Center
146	Vernon	Rockville		150	150			Fox Hill Center
147	Voluntown		29					
148	Wallingford		1,176	180	180			Brook Hollow Healthcare Center

City/Town Code	City/Town	Village	Client Count	Bed Capacity	Chronic and Convalescent Nursing Home	Rest Home with Nursing Supervision	Residential Care Home	Facility
148	Wallingford			382	380	2	86	Masonic Healthcare Center
148	Wallingford			130	130			Regency House of Wallingford, Inc.
148	Wallingford			97	97			Skyview Center
149	Warren		4					
150	Washington		21					
151	Waterbury		6,752	205	205			Abbott Terrace Health Center
151	Waterbury			180	180			Cedar Lane Rehabilitation and Healthcare Center
151	Waterbury			60	60			Cheshire House Healthcare Facility and Re
151	Waterbury			115	115			Crescent Manor
151	Waterbury			60	60			Grove Manor Nursing Home, Inc.
151	Waterbury			90	90			Haven Health Center of Waterbury
151	Waterbury			150	150			Health Center of Greater Waterbury
151	Waterbury			43		43		Mattatuck Healthcare Facility, Inc.
151	Waterbury			94	94			Meridian Manor Corporation
151	Waterbury			60	60		16	Oakcliff Convalescent Home, Inc.
151	Waterbury			82	82			The Rosegarden Health and Rehabilitation Center
152	Waterford		572	127	123	4		Bayview Healthcare Center
152	Waterford			120	120			Fountainview Care Center
152	Waterford			90	90			Greentree Manor Nursing and Rehabilitation Center
152	Waterford			90	90			Haven Health Center of Waterford
153	Watertown		482	110	110			Waterbury Extended Care Facility
153	Watertown			46	46			Watertown Convalarium
154	Westbrook		147					
155	West Hartford		2,303	75	75			Harborside Healthcare-The Reservoir Rehab and Nursing Center
155	West Hartford			130	130			Haven Health Center of West Hartford
155	West Hartford			334	334			Hebrew Home and Hospital, Inc. (includes CDH)

City/Town Code	City/Town	Village	Client Count	Bed Capacity	Chronic and Convalescent Nursing Home	Rest Home with Nursing Supervision	Residential Care Home	Facility
155	West Hartford			180	180			Hughes Health and Rehabilitation, Inc.
155	West Hartford			256	249	7	97	Saint Mary Home
155	West Hartford			160	160			West Hartford Health and Rehabilitation (Brookview)
155	West Hartford			90	89	1		Harbor View Manor
156	West Haven		1,786	102	102			Haven Health Center-Soundview
156	West Haven			98	98			Marathon Healthcare of West Haven
157	Weston		20					
158	Westport		218	120	120			Westport Healthcare Center
159	Wethersfield		671	330	330			Wethersfield Healthcare Center
160	Willington		78					
161	Wilton		263	40	40			Lourdes Healthcare Center, Inc.
161	Wilton			148	148			Wilton Meadows Healthcare Center
162	Winchester	Winsted	413		75			Laurel Hill Healthcare
163	Windham		1,363	90	90			Douglas Manor
163	Windham			120	120			Saint Joseph's Living Center
163	Windham	Willimantic		124	124			Haven Health Center of Windham
164	Windsor		821	150	150			Kimberly Hall North
164	Windsor			180	180			Kimberly Hall South Center
164	Windsor			120	120			Windsor Rehabilitation and Health Center
165	Windsor Locks		202	48	48			Bickford Healthcare Center
166	Wolcott		307	129	129			Wolcott View Manor
167	Woodbridge		108	90	90			Harborside Healthcare-Willows Rehab and Nursing Center
168	Woodbury		70					
169	Woodstock		54					
	Worcester, MA	Out-of-state	113	173	173			Greenery Extended Care Center
		Total:	103,894	29,462	28,528	1,009	758	

APPENDIX XXVI - Public Act No. 07-134 - An Act Concerning Wheelchair Transfer Safety

Substitute House Bill No. 5537
Public Act No. 07-134
An Act Concerning Wheelchair Transfer Safety

Be it enacted by the Senate and House of Representatives in General Assembly convened:

Section 1. Section 14-100a of the general statutes is repealed and the following is substituted in lieu thereof (Effective October 1, 2007):

(a) No new passenger motor vehicle may be sold or registered in this state unless equipped with at least two sets of seat safety belts for the front and rear seats of the motor vehicle, which belts comply with the requirements of subsection (b) of this section. The anchorage unit at the attachment point shall be of such construction, design, and strength as to support a loop load strength of not less than four thousand pounds for each belt.

(b) No seat safety belt may be sold for use in connection with the operation of a motor vehicle on any highway of this state unless it is so constructed and installed as to have a loop strength through the complete attachment of not less than four thousand pounds, and the buckle or closing device shall be of such construction and design that after it has received the aforesaid loop belt load it can be released with one hand with a pull of less than forty-five pounds.

(c)

(1) The operator of and any front seat passenger in a motor vehicle with a gross vehicle weight rating not exceeding ten thousand pounds or fire fighting apparatus originally equipped with seat safety belts complying with the provisions of the Code of Federal Regulations, Title 49, §571.209, as amended from time to time, shall wear such seat safety belt while the vehicle is being operated on the highways of this state, except that a child six years of age and under shall be restrained as provided in subsection (d) of this section. Each operator of such

vehicle shall secure or cause to be secured in a seat safety belt any passenger seven years of age or older and under sixteen years of age.

(2) The provisions of subdivision (1) of this subsection shall not apply to (A) any person whose physical disability or impairment would prevent restraint in such safety belt, provided such person obtains a written statement from a licensed physician containing reasons for such person's inability to wear such safety belt and including information concerning the nature and extent of such condition. Such person shall carry the statement on his/her person or in the motor vehicle at all times when it is being operated, or (B) an authorized emergency vehicle, other than fire fighting apparatus, responding to an emergency call or a motor vehicle operated by a rural letter carrier of the United States postal service while performing his/her official duties or by a person engaged in the delivery of newspapers.

(3) Failure to wear a seat safety belt shall not be considered as contributory negligence nor shall such failure be admissible evidence in any civil action.

(4) On and after February 1, 1986, any person who violates the provisions of this subsection shall have committed an infraction and shall be fined fifteen dollars. Points may not be assessed against the operator's license of any person convicted of such violation.

(d)

(1) Any person who transports a child six years of age and under or weighing less than sixty pounds, in a motor vehicle on the highways of this state shall provide and require the child to use a child restraint system approved pursuant to regulations adopted by the Department of Motor Vehicles in accordance with the provisions of chapter 54. Any person who transports a child seven years of age or older and weighing sixty or more pounds, in a motor vehicle on the highways of this state shall either provide and require the child to use an approved child restraint system or require the child to use a seat safety belt. As used in this subsection, "motor vehicle" does not mean a bus having a tonnage rating of one ton or more. Failure to use a child restraint system shall not be considered as contributory negligence nor shall such failure be admissible evidence in any civil action.

(2) Any person who transports a child under one year of age or weighing less than twenty pounds in a motor vehicle on the highways of this state shall provide and require the child to ride rear-facing in a child restraint system approved pursuant to regulations that the Department

of Motor Vehicles shall adopt in accordance with the provisions of chapter 54.

(3) Notwithstanding the provisions of subdivision (1) of this subsection, any person who transports a child four years of age or older in a student transportation vehicle, as defined in §14-212, on the highways of this state shall either provide and require the child to use an approved child restraint system or require the child to use a seat safety belt. Any person who transports a child under four years of age weighing less than forty pounds in a student transportation vehicle on the highways of this state shall provide and require the child to use a child restraint system approved pursuant to regulations adopted by the Department of Motor Vehicles in accordance with the provisions of chapter 54.

(4) No person shall restrain a child in a booster seat unless the motor vehicle is equipped with a safety seat belt that includes a shoulder belt and otherwise meets the requirement of subsection (b) of this section.

(5) Any person who violates the provisions of subdivision (1), (2), (3) or (4) of this subsection shall, for a first violation, have committed an infraction; for a second violation, be fined not more than one hundred ninety-nine dollars; and, for a third or subsequent violation, be guilty of a class A misdemeanor. The commissioner shall require any person who has committed a first or second violation of the provisions of this subsection to attend a child car seat safety course offered or approved by the Department of Motor Vehicles. The commissioner may, after notice and an opportunity for a hearing, suspend for a period of not more than two months the motor vehicle operator's license of any person who fails to attend or successfully complete the course.

(e)

(1) <u>Any person who transports an individual who remains in a wheelchair while being transferred into and out of a vehicle, in any motor vehicle on the highways of this state, shall provide and require the use of a device designed to secure individuals in wheelchairs while transferring such individuals from the ground to the vehicle and from the time the motor vehicle is brought to a stop until such individuals are transferred from the vehicle to the ground. Such device shall be located in the motor vehicle at all times. The Commissioner of Motor Vehicles may, after consultation with the departments of Transportation and Public Health, establish regulations to implement the provisions of this act.</u>

(2) The following motor vehicles registered in this state for the first time on or after the effective date of this section that transport individuals who remain in wheelchairs while being transported, shall, in addition to the requirements of subdivision (1) of this subsection, install or provide and require the use of a device that secures the wheelchair to the motor vehicle's mechanical lift or otherwise prevents or seeks to prevent an individual in a wheelchair from falling from such mechanical lift or motor vehicle: (A) Motor vehicles in livery service, as defined in §13b-101, (B) service buses, as defined in subdivision (77) of §14-1, (C) invalid coaches, as defined in subdivision (11) of §19a-175, (D) vanpool vehicles, as defined in subdivision (94) of §14-1, (E) school buses, as defined in subdivision (73) of §14-1, (F) motor buses, as defined in subdivision (47) of §14-1, (G) student transportation vehicles, as defined in subdivision (8) of §14-212, and (H) camp vehicles, as defined in subdivision (98) of §14-1. The provisions of this subsection shall also apply to all motor vehicles used by municipal, volunteer and commercial ambulance services, rescue services and management services, as defined in subdivision (19) of §19a-175.

(3) Violation of any provision of this subsection is an infraction.

[(e)] (f). The commissioner shall administer the provisions of this section.

Sec. 2. Section 13b-105 of the general statutes is repealed and the following is substituted in lieu thereof (Effective October 1, 2007):

The Department of Transportation may, with or without hearing, issue temporary and permanent livery permits to applicants for the express purpose of providing reasonable livery service to handicapped persons and elderly persons on regular or irregular routes where the department finds no existing service or that the existing service is not adequate to properly serve the special needs of elderly persons and handicapped persons. Temporary authority shall not extend over a period of more than sixty days. In determining the special needs of the handicapped and elderly, the department may take into consideration the convenience and the physical and mental frailties of, and the care, safety and protection necessary for the best interest of, the handicapped and elderly and the general public. No applicant shall be issued a temporary or permanent permit unless such applicant's motor vehicle meets the requirements of subsection (e) of §14-100a, as amended by this act. Applicants who were issued a temporary or permanent permit prior to the effective date of this section shall comply with the requirements of subsection (e) of §14-100a, as amended by this act, not later than the effective date of this section.

Sec. 3. Subsection (d) of §14-103 of the general statutes is repealed and the following is substituted in lieu thereof (Effective October 1, 2007):

(d) Each service bus shall be inspected for safety before its initial registration, in accordance with a schedule to be adopted by the commissioner. Each such service bus shall pass inspection before each renewal of registration. Any service bus that transports individuals in wheelchairs shall meet the requirements of subsection (e) of §14-100a, as amended by this act, in order to pass inspection. The fee for each such inspection shall be forty dollars, except there shall be no fee for inspection of a service bus owned by the state or a municipality. The commissioner may use the services of any motor vehicle dealer or repairer licensed, in accordance with §14-52, to conduct a required service bus inspection, provided any fee charged by such dealer or repairer shall not exceed forty dollars, or, if the vehicle inspected has a gross vehicle weight rating in excess of twenty-six thousand pounds, eighty dollars.

Sec. 4. Subsection (a) of §14-275 of the general statutes is repealed and the following is substituted in lieu thereof (Effective October 1, 2007):

(a) The term "school bus" means any motor bus painted, constructed, equipped, and registered as hereinafter provided, which is regularly used for transporting schoolchildren to and from school or school activities whether or not for compensation or under contract to provide such service. No vehicle shall be registered as a school bus unless it complies with all requirements of §§14-275 to 14-281, inclusive, as to color, markings, equipment and inspection, and each such vehicle shall be inspected prior to such registration in accordance with regulations prescribed by the Commissioner of Motor Vehicles. The commissioner or the commissioner's designee may also conduct random, unannounced inspections of any registered school bus. Any school bus that transports individuals in wheelchairs shall meet the requirements of subsection (e) of §14-100a, as amended by this act, in order to pass inspection. The provisions of said sections requiring other vehicles to stop at the signal of the operator of a registered school bus shall not apply to a signal by the operator of any vehicle not registered as a school bus and not complying with all requirements for such registration.

Sec. 5. Section 14-102a of the general statutes is repealed and the following is substituted in lieu thereof (Effective October 1, 2007):

Each student transportation vehicle shall be inspected for safety before its initial registration in accordance with a schedule to be adopted by the Commissioner of Motor Vehicles. Each such student transportation vehicle shall pass inspection before each renewal of registration. Any student transportation vehicle that transports individuals in wheelchairs shall meet the requirements of subsection (e) of §14-100a, as amended by this act, in order to pass inspection. The fee for each such inspection shall be twenty dollars, except there shall be no fee for inspection of a student transportation vehicle owned by the state or a municipality.

Sec. 6. Subsection (a) of §19a-180 of the general statutes is repealed and the following is substituted in lieu thereof (Effective October 1, 2007):

(a) No person shall operate any ambulance service, rescue service or management service without either a license or a certificate issued by the commissioner. No person shall operate a commercial ambulance service or commercial rescue service or a management service without a license issued by the commissioner. A certificate shall be issued to any volunteer or municipal ambulance service which shows proof satisfactory to the commissioner that it meets the minimum standards of the commissioner in the areas of training, equipment, and personnel. No license or certificate shall be issued to any volunteer, municipal or commercial ambulance service, rescue service or management service, as defined in subdivision (19) of §19a-175, unless it meets the requirements of subsection (e) of §14-100a, as amended by this act. Applicants for a license shall use the forms prescribed by the commissioner and shall submit such application to the commissioner accompanied by an annual fee of one hundred dollars. In considering requests for approval of permits for new or expanded emergency medical services in any region, the commissioner shall consult with the Office of Emergency Medical Services and the emergency medical services council of such region and shall hold a public hearing to determine the necessity for such services. Written notice of such hearing shall be given to current providers in the geographic region where such new or expanded services would be implemented, provided, any volunteer ambulance service which elects not to levy charges for services rendered under this chapter shall be exempt from the provisions concerning requests for approval of permits for new or expanded emergency medical services set forth in this subsection. A primary service area responder in a municipality in which the applicant operates or proposes to operate shall, upon request, be granted intervenor status with opportunity for cross-examination. Each applicant for licensure shall furnish proof of financial responsibility, which the commissioner deems sufficient to satisfy any claim. The commissioner may adopt regulations, in accordance with the provisions of chapter 54, to establish satisfactory kinds of coverage and limits of insurance for each applicant for either licensure or certification. Until such regulations are adopted, the following shall be the required limits for licensure: (1) For damages by reason of personal injury to, or the death of, one person on account of any accident, at least five hundred thousand dollars, and more than one person on account of any accident, at least one million dollars, (2) for damage to property at least fifty thousand dollars, and (3) for malpractice in the care of one passenger at least two hundred fifty thousand dollars, and for more than one passenger at least five hundred thousand dollars. In lieu of the limits set forth in subdivisions (1) to (3), inclusive, of this subsection, a single limit of liability shall be allowed as follows: (A) For damages by reason of personal injury to, or death of, one or more persons and damage to property, at least one million dollars; and (B) for malpractice in the care of one or more passengers, at least five hundred thousand dollars. A certificate of such proof shall be filed with the commissioner. Upon determination by the commissioner

that an applicant is financially responsible, properly certified and otherwise qualified to operate a commercial ambulance service, rescue service or management service, the commissioner shall issue the appropriate license effective for one year to such applicant. If the commissioner determines that an applicant for either a certificate or license is not so qualified, the commissioner shall notify such applicant of the denial of the application with a statement of the reasons for such denial. Such applicant shall have thirty days to request a hearing on the denial of the application.

Approved June 19, 2007