The State of Connecticut Department of Social Services is issuing Addendum 1 to the Web-based Pre-Admission Screening Resident Review System & Level of Care Determination Request for Proposals.

PASRR & LOC RFP

The following information amends the contents of the original RFP issued on 4/20/09:

1. SECTION IV - C. SCOPE OF SERVICES - Item 4.1 Level I Screening Process (pages 39 - 40) of the Resultant Contractor Responsibilities is amended to add the following bidder requirements:

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

a) Describe the schedule of events that will result in the Level I Screen being provided to the referral source in the required time;

b) Describe a plan to streamline first time or updated Level II Evaluations due to change of status;

c) Develop a method to check the sixty (60) day limitation between Level I and placement;

d) Describe the events that must be met to complete a Level II Evaluation; and

e) Describe efforts to network with DMHAS Staff or Program Manager for referral of services and to the Department to work to meet Federal Regulations.

2. SECTION IV - C. SCOPE OF SERVICES – 13. Reporting Requirements - To submit a responsive proposal **THE BIDDER SHALL:** (page 61) - is amended as follows:

   Item a) is deleted in its entirety and replaced with:

   a) Describe the Bidder's capability to comply with the above-stated requirements, **13.1 – 13.13**;

Date Issued: **April 22, 2009**

Approved: *Marcia McDonough*
Marcia McDonough

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

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

State of Connecticut
Department of Social Services

Web-based Pre-Admission Screening Resident Review System & Level of Care Determination

Request for Proposals

The State of Connecticut Department of Social Services is requesting proposals from qualified organizations to implement and administer a Web-based Pre-Admission Screening Resident Review process in accordance with 42CFR483 (Federal requirement mandating processes to identify evidence of Mental Illness or Mental Retardation or related condition) for all individuals seeking admission to or currently residing in a nursing facility, and to conduct nursing facility Level of Care Determinations for Medicaid payment to nursing facilities.

A qualified organization shall have a minimum of three (3) years experience with conducting Pre-Admission Screening Resident Reviews and Level of Care Determinations as well as a minimum of three (3) years experience with the development, application and maintenance of a Web-based Computer System to accommodate the requirements as described in the Request for Proposals.

The Department of Social Services will fund one (1) organization to provide the services as presented in the Request for Proposals. The resultant contract period is expected to begin on October 1, 2009 and end on June 30, 2012.

Interested bidders must submit a mandatory Letter of Intent to the Department of Social Services no later than 3:00 p.m. Eastern Standard Time on **May 5, 2009**. Proposals must be received at the Department of Social Services no later than 3:00 p.m. Eastern Standard Time on **June 18, 2009**. Proposals received after the stated due date and time may be accepted by the Department of Social Services as a clerical function but will not be evaluated. Those proposals that are not evaluated shall be retained for thirty days after the resultant contracts are executed, after which the proposals will be destroyed. All proposals must be in sealed envelopes or sealed boxes clearly identified as:

Web-based Pre-Admission Screening Resident Review System & Level of Care Determination Request for Proposals

(PASRR & LOC RFP)

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

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

The Department/DSS is an Equal Opportunity/Affirmative Action Employer. Persons who are deaf or hard of hearing may use a TDD by calling 1-800-842-4524. Questions or requests for information in alternative formats must be directed to the Contract Administration Office at 860-424-5693.
The Department/DSS 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, Abbreviations, and Definitions

The following acronyms, abbreviations, and definitions apply to this procurement:

1. ACU – Alternate Care Unit

2. Ad hoc reports – An unplanned report of concern or dealing with a specific subject, purpose, or end.

3. Behavioral Health – The way in which a person, organism, or group responds to a specific set of conditions the general condition of the body or mind, especially in terms of the presence or absence of illnesses, injuries, or impairments.

4. Clinical review/ reviewer – To examine something to make sure that it is adequate, accurate, or correct, i.e. MEDICINE based on medical treatment or observation: based on or involving medical treatment, practice, observation, or diagnosis. Clinical reviewers of PASRR Evaluation /Level II Evaluation, specific to the RFP may be Registered Nurses with a minimum of three years experience in behavioral health and/or geriatrics. Licensed Clinical Social Workers may also be utilized to perform the reviews specific to the RFP and are required to have background in both medical and psychiatric social work settings totaling at least three years of experience.

5. DDS - Department of Developmental Services (formerly the Department of Mental Retardation)

6. Department/DSS - Department of Social Services

7. DMHAS - Department of Mental Health and Addiction Services

8. Geriatrics – The branch of internal medicine that focuses on health care of elderly. It aims to promote health and to prevent and treat diseases and disabilities in older adults.

9. Hardware/software clinical solution - A comprehensive package of both technical and clinical services to meet PASRR requirements and Level of Care Medical Necessity requirements.

10. IMD - Institution for Mental Disease

11. Level I Screen - Process to identify evidence of mental illness or mental retardation/related condition.

12. Level II Evaluation/ MI - Evaluation to determine need for specialized services for individuals identified or evidenced as mentally ill.

13. Level II Evaluation/ MR - Evaluation to determine need for specialized services for individuals identified or evidenced as having mental retardation or a related condition.

13. Licensed Clinical Social Workers - A licensed clinical social worker is a Masters prepared clinician that holds a current license to practice social work in the state of CT.

14. LOC - Level of Care is defined as the medical necessity determination of need for nursing facility Level of Care.

15. LOI – Letter of Intent

16. LTC - Long Term Care

17. MI - Mental Illness

18. MMIS - Medicaid Management Information System

19. MR - Mental Retardation or related condition

20. NF - Nursing Facility

21. QA – Quality Assurance

22. QI - Qualify Improvement

23. PAS - Pre-Admission Screening of applicant information

24. PASRR - Pre-Admission Screening Resident Review

25. RR - Resident Review

26. SMI - Serious Mental Illness

27. STP - Short Term Placement

28. Subcontractor - Party contracting with the Resultant Contractor to perform services for the Department of Social Services. “Specific” to this RFP, subcontractor may be an organization or an individual that will provide direct services as described in the RFP.

29. Subcontract - Any written agreement between the Resultant Contractor and another party to fulfill any contract requirements.

30. Symptomotology – The medical science of symptoms of diseases.

SECTION I - OVERVIEW OF THE DEPARTMENT AND PROGRAM

A. PURPOSE OF REQUEST FOR PROPOSALS

The State of Connecticut Department of Social Services (Department/DSS) is requesting proposals from qualified organizations to implement and administer a Web-based Pre-Admission Screening and Resident Review System (PASRR) for individuals seeking admission to a Medicaid Certified Nursing Facility and perform medical necessity determinations of nursing facility (NF) Level of Care (LOC) for residents of, or individuals seeking admission to, a NF for whom Medicaid payment is being sought.

The Department/DSS is seeking to contract with an organization that demonstrates the capability to perform the minimum requirements identified in the RFP and a willingness to extend beyond these minimum requirements if necessary to maintain the integrity and consistency of providing PASRR and LOC services. Organizations must exhibit an understanding of the impact these service requirements have on providers and recipients.

B. OVERVIEW OF THE DEPARTMENT OF SOCIAL SERVICES

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

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

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

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

C. OVERVIEW OF THE ALTERNATE CARE UNIT

The Department's Medical Care Administration Alternate Care Unit (ACU) administers the Connecticut Home Care Program for Elders (CHCPE), a comprehensive Medicaid Waiver program for elders who qualify for home and community based services as an alternative to Nursing Home placement. The CHCPE provides home and community bases services to over 14,000 elders in Connecticut. The Unit also manages the PASRR process and completes medical necessity determinations for NF LOC.

A number of factors in Connecticut throughout the years have contributed to the need for increased monitoring of the psychiatric populations in NF. The Department's current PASRR program is maintained and operated within the ACU. The PASRR program is staffed by a Medical Review Team of nurses responsible for processing LOC requests received from the Department's regional offices. The ACU also staffs a Nursing Home Review team responsible for reviewing NF for compliance with PASRR, LOC requests, and NF reviews to determine if the facility is at risk of becoming an Institution for Mental Disease (IMD).

The ACU will retain authority for oversight and monitoring of the Resultant Contractor's PASSR and LOC tasks and operations.

D. OVERVIEW OF THE PROGRAM

Introduction - Pre-admission Screening and Resident Review (PASRR) described in 42 CFR 483 is a Federal requirement mandating processes to identify evidence of Mental Illness (MI) or Mental Retardation (MR) or conditions related to mental retardation in individuals seeking admission to or residing in Medicaid-Certified Nursing Facilities (Level I). This Federal mandate was implemented for the purpose of eliminating the practice of inappropriately placing individuals with MI, MR and related conditions in Medicaid Certified NF. The PASRR process assists with determining whether the individual being evaluated demonstrates evidence of MI, MR or related condition, and if so, further evaluation is required (Level II). If evidence of MI/MR or related condition exists, further evaluations must be performed to determine whether the individual requires the LOC in a NF setting and whether the individual has a need for active treatment or specialized services.

NF are prohibited from admitting individuals with MI, MR or related conditions before the appropriate LOC is determined.

CURRENT PASRR PROCESS

Currently the PASRR process is handled in-house by Department staff nurses.

Level I Pre-Admission Screen – The Level I Pre-Admission Screen (PAS) is a brief Screening Tool to identify evidence of serious MI/ MR or a related condition. Annually, the average number of Level I screens processed is 43,000. The Department reviews all Level I PAS for individuals seeking admission to the NF to identify evidence of MI/ MR or a related condition. Individuals who appear to have MI/ MR or related condition must undergo a Level II Evaluation to determine the need for NF LOC and/or other specialized services. A Level I PAS is conducted for all individuals who apply to a Medicaid-Certified NF regardless of payment source.

Level II Evaluation – A Level II Evaluation is conducted when MI/MR or related condition is evidenced in an individual who has undergone a Level I PAS, or a significant change of condition occurs to an individual already identified as having MI and residing in a NF. A Level II Evaluation may also be conducted when a diagnosis of MI is a new diagnosis on an individual residing in a NF.

All Level II Evaluations require a face-to-face evaluation to determine if the individual has MI or MR or related condition.

MI

The Department currently allows acute care hospitals to complete Level II Evaluations as well as the preliminary health Screening for medical necessity for NF placement on persons identified as having serious MI. Department/DSS nurses are then responsible for reviewing the Level II Evaluations for completeness, accuracy, and any disparities. Department nurses then validate the need for NF LOC for the individual identified with MI and forward the information to a contractor of the State of Connecticut Department of Mental Health and Addiction Services (DMHAS) for determination of risk (to self or others) and the need for specialized services.

The Department's current PASRR process has resulted in a very rapid turnaround of positive screens. The Department anticipates that the time needed to process Level II Evaluations will change significantly when hospital staff can no longer complete this service. The number of Level II screens for mental illness annually averages 900-1000. Additionally, the Department/DSS ACU processes an average of 1700 short-term placements for individuals with serious mental illness. Of those, approximately thirty five to forty percent stay beyond the allowable thirty days. The Bidder should calculate this into their budget projections as many individuals may require a full Level II screen. Approximately 200 changes in condition requiring a face-to-face evaluation are completed annually. Approximately another 400 Level II Evaluations are processed with dementia identified as the primary diagnosis. The Department/DSS anticipates that some individuals, perhaps as many as twenty-five percent might benefit from a more in depth clinical review to determine if dementia is truly the primary diagnosis.

MR

In Connecticut, person**s** identified as having MR and/or other related conditions requiring a Level II Evaluation have the Level II Evaluation completed by the State of Connecticut Department of Developmental Services (DDS*)* (formerly the Department of Mental Retardation). That process will continue. The Resultant Contractor will need to develop a coordinated process with DDS to continue conducting Level II Evaluations and determinations for persons identified with MR in the Screening process. The number of screens for persons with MR or other related conditions is approximately 400 annually. A LOC determination is made for those individuals identified as having MR or

related conditions. The State processes an average of 200 Level II Evaluations per year for persons identified as having both MI and MR.

LOC

A health screen is conducted to determine if NF LOC is needed .
Face-to-face assessment data and copies of the individual's relevant medical records data collected during the PASRR process must be reviewed and evaluated by a Physician. The Physician must make the final determination for NF LOC and must participate in the Department/DSS fair hearing process in cases of appeal, if requested by the Department/DSS. Any potential denial of a LOC for a NF applicant or resident requires face-to-face evaluation. All LOC determinations are based on criteria established by the Department/DSS.

The Public Health Code in Connecticut states that patients shall be admitted to a NF only after a Physician certifies that "the patient admitted to a chronic and convalescent nursing home has uncontrolled and/or unstable and/or chronic conditions requiring continuous skilled nursing services and/or nursing supervision or has chronic conditions requiring substantial assistance with personal care, on a daily basis; that a patient admitted to a rest home with nursing supervision has controlled and/or stable chronic conditions which require minimal skilled nursing services, nursing supervision, or assistance with personal care on a daily basis".

The Department is seeking to have the Resultant Contractor complete all LOC determinations for the Department, not only those linked to the PASRR process, currently performed by the Department.

The total number of LOC determinations required on an annual basis is anticipated to be approximately 7,000.

Policy Decisions - The Department/DSS retains final authority for making policy decisions affecting implementation of Web-based PASRR and LOC Determination. In addition, the Department/DSS shall:

- Monitor the Resultant Contractor's performance and request updates, as appropriate,
- Respond to written requests for policy interpretations,
- Provide technical assistance to the Resultant Contractor, as needed,
- Allow access to Department/DSS automated databases, as available and permitted,
- Allow access to management reports and case files, as appropriate,
- Provide a Program Manager,
- Hold regularly scheduled program meetings with the Resultant Contractor,
- Provide a process for and facilitate open discussions with staff and personnel to gather information regarding recommendations for improvement, and
- Provide data as required by the Resultant Contractor to perform the functions of Web-based PASRR and LOC Determination.

E. BIDDER QUALIFICATIONS

Qualified organizations must have a minimum of three (3) years of experience performing activities relating to PASRR and NF LOC determinations. Qualified organizations must also have a minimum of three (3) years experience with the development, application and maintenance of a Web-based Computer System to accommodate the requirements as described in the RFP.

The Resultant Contractor shall be available to conduct RFP defined activities five (5) days per week Monday through Friday, with the exception of State-defined holidays, between the hours of 8:00 a.m.-5:00 p.m. Clinical reviewers, as defined in the definition section of the RFP, who will be completing the face-to-face Level II Evaluations shall

also be available to complete the evaluations on a half day on Saturdays. The Department/DSS will not provide workspace for the Resultant Contractor. The Resultant Contractor is not required to have an office in Connecticut.

NOTE WELL: The bidder cannot be a NF or an entity that has a direct or indirect affiliation or relationship with a NF.

In addition to the above noted minimum qualifications, The Department is seeking to contract with an organization that exhibits the following:

Flexibility to adapt to changes occurring due to Federal and State requirements;

An understanding and awareness of Federal and State requirements to assure that the Department/DSS is in compliance with existing rules and regulations; and

Proficiency in establishing a positive working relationship with Connecticut's health care providers and governmental entities, and a resource for provider questions, technical assistance, training, and educational needs.

SECTION II - OVERVIEW OF THE PROCUREMENT PROCESS

A. ISSUING OFFICE AND CONTRACT ADMINISTRATION

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

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

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

Web-based Pre-Admission Screening & Resident Review System & Level of Care Determination RFP:

PASRR & LOC RFP

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

B. PROCUREMENT SCHEDULE

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

Milestones	Expected End Date
RFP posting/release	April 20, 2009
Deadline for mandatory Letter of Intent (no later than 3:00 p.m. Eastern Standard Time)	**May 5, 2009**
Deadline for the submission of written questions (no later than 3:00 p.m. Eastern Standard Time)	**May 5, 2009**
Posting/release of the Department/DSS official responses to questions (Questions/Answers Addenda)	**May 14, 2009**
Proposals due (no later than 3:00 p.m. Eastern Standard Time)	**June 18, 2009**
Recommendations to Commissioners	To be determined
Announcement of awards for contract negotiation	To be determined
Contract negotiations end/contract execution	To be determined
PASRR & LOC commences	**October 1, 2009**

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

C. MANDATORY LETTER OF INTENT (LOI)

Interested **BIDDERS SHALL** submit a mandatory nonbinding Letter of Intent (LOI) to the Issuing Office to advise the Department/DSS of their intent 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.** Eastern Standard Time on **May 5, 2009.**

Please choose one (1) way to submit the LOI to the Issuing Office via e-mail, fax, or postal mail. Do not submit duplicate copies. The LOI must clearly identify the contact person including name, telephone number, fax number, and e-mail address. It is the bidder's responsibility to confirm the Issuing Office's receipt of an LOI.

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

To ensure a fair, open, and competitive process, the Department/DSS will not disclose who has submitted LOI.

D. BIDDER'S QUESTIONS

Interested bidders may submit questions regarding this RFP to the Issuing Office by fax or e-mail directed to the Issuing Office. To be considered, questions regarding this RFP must be received by the Issuing Office no later than **3:00 p.m.** Eastern Standard Time on **May 5, 2009**. The early submission of questions is encouraged. It is solely the bidder's responsibility to ensure and verify the Department/DSS receipt of questions.

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

The expected posting/release date for the Questions/Answers Addendum is **May 14, 2009**. It is solely the bidder's responsibility to access the State Procurement/Contracting Portal to obtain any and all Addenda or official announcements pertaining to this RFP. To submit a responsive proposal, **THE BIDDER SHALL** provide a signed acknowledgment of the receipt of any and all Addenda posted to the State Procurement/Contracting Portal. The last page only of any and all Addenda must be signed (and company name provided) and submitted with the proposal.

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

E. EVALUATION AND SELECTION

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

F. CONTRACT EXECUTION

The resultant contract is subject to State contracting procedures. These procedures include approval of the State of Connecticut Attorney General's Office. Note that resultant contracts become executed upon the signature of the Attorney General. No financial commitments can be made until and unless the resultant contracts have been approved by the Attorney General. The Attorney General reviews the resultant contract 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 contract, request a meeting for debriefing and discussion of their proposal by writing the Issuing Office at the address provided above. Debriefing will not include any comparisons of unsuccessful proposals with other proposals.

H. RIGHTS RESERVED

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

1. Cancellation - Cancel this procurement at any time before the contract award

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

3. Refusal to accept - Refuse to accept or return accepted proposals that do not comply with procurement requirements
4. Rejection of incomplete proposal - Reject any proposal in which any part of the proposal is incomplete or in which there are significant inconsistencies or inaccuracies (the State reserves the right to reject all proposals)

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

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

7. Written clarification - Require bidders, at their own expense, to submit written clarification of proposals in a manner or format that the Department/DSS 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/DSS. The Department/DSS may invite bidders, but not necessarily all, to make an oral presentation to assist the Department/DSS in its determination of award. The Department/DSS of further reserves the right to limit the number of bidders invited to make such a presentation and the number of attendees per bidder.

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

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

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

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

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

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

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

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

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

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

19. Unacceptable proposals - Reopen the bidding process if advantageous to the Department/DSS

I. PROPOSAL PRESENTATION EXPENSES

The State of Connecticut and the Department/DSS 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 the due date and time specified in the Procurement Schedule. The Department/DSS will not consider a postmark date as the basis for meeting the submission due date and time. Bidders must not interpret or otherwise construe receipt of a proposal after the stated due date and time as acceptance of the proposal, since the actual receipt of the document is a clerical function. The Department/DSS suggests the bidder use certified or registered mail to deliver the proposal when the bidder is not able to deliver the proposal by courier or in person. Bidders that are hand-delivering proposals will not be granted access to the building without photo identification and shall allow extra time for security procedures. Bidders must address all RFP communications to the Issuing Office.

K. ACCEPTANCE OF PROPOSAL CONTENTS

If acquisition action ensues, the contents of this RFP and the proposals of the successful bidders will form the basis of contractual obligations in the final contract. The resultant contract will be a Personnel Service Agreement (PSA) contract (Appendix 1) between the successful bidder and the Department/DSS. The proposal must include a Signatory Acceptance (Appendix 2), without qualification, of all terms and conditions as stated in this RFP and Part II of the Department/DSS' PSA contract. Successful bidders may suggest alternate language after accepting without qualification the Mandatory Terms and Conditions as specified in the PSA contract. The Department/DSS may, after consultation with the State of Connecticut Attorney General's Office and the Office of Policy and Management (OPM), agree to incorporate the alternate language in any resultant contract; however, the Department/DSS' decision is final. Any proposal that fails to comply in any way with this requirement may be disqualified as non-responsive. The Department/DSS is solely responsible for rendering decisions in matters of interpretation on all terms and conditions.

L. BIDDER ASSURANCES

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

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

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

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

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

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

f) Campaign contribution restrictions - The bidder certifies receipt of SEEC Form 11 (Appendix 10).

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

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

4. Restrictions on communications with Department/DSS staff - The bidder agrees that from the date of release of this RFP until the Department/DSS makes an award that it shall not communicate with the Department/DSS' 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/DSS' staff may, at the decision of the Department/DSS, result in disqualification of that bidder's proposal.

M. DECLARATION AND PROTECTION OF PROPRIETARY INFORMATION

Due regard will be given to the protection of proprietary information contained in all proposals received; however, bidders must be aware that all materials associated with this procurement are subject to the terms of the Freedom of Information Act (FOIA), the Privacy Act, and all rules, regulations, and interpretations resulting there from. The

bidder must provide convincing explanation and rationale to justify each exception from release consistent with C.G.S. §1-210 to claim proprietary exemption.

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

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

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:

1. The bidder's success in implementing an affirmative action plan

2. The bidder's success in developing an apprenticeship program complying with C.G.S. §46a-68-1 to 46a-68-17, inclusive

3. The bidder's promise to develop and implement a successful affirmative action plan

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

5. The bidder's promise to set aside a portion of the resultant contract for legitimate small contractors and minority business enterprises (See C.G.S. 4a-60)

O. RESULTANT CONTRACT PERIOD, FUNDING, AND NUMBER OF AWARDS

Contract - The resultant contract period is expected to begin **October 1, 2009 with the first three (3) months as start-up months** being dedicated entirely to training State users and establishing systems and transition planning. The actual processing of PASRR and LOC determinations is expected to begin **January 1, 2010**. The bidder is required to submit a **budget for the first initial three (3) months, October 1, 2009 - December 31, 2009**, **dedicated as start-up and training initiative period**, and a **second budget for the remaining fiscal year of six (6) months, dedicated to the actual processing of PASRR and LOC determinations from January 1, 2010 - June 30, 2010**, as well as **budgets for the next two (2) fiscal years**.

The contract is expected to be a **two-year and nine-month contract with the potential for two, one-year extensions.**

The Department/DSS will fund one (1) organization to administer the PASRR process for all persons applying to a Medicaid participating NF as well as all medical necessity LOC determinations for applicants statewide who are seeking Medicaid payment for NF care and contain the PASRR/LOC determinations into a Web-based Computer System.

SECTION III - GENERAL PROPOSAL REQUIREMENTS AND STRUCTURE

A. GENERAL PROPOSAL REQUIREMENTS

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

B. INSTRUCTIONS FOR PROPOSAL STRUCTURE

1. Delivery Condition - An original (clearly marked) and five (5) exact, legible copies of the proposal must be submitted in clearly identified "**Web-based PASRR and LOC Determination RFP**" sealed envelopes or sealed boxes by the stated due date and time. In addition, one (1) exact electronic copy (compact disk) of the entire proposal in a non-PDF format must be submitted with the original. Those required documents that cannot be converted into electronic format may be excluded from the electronic copy.

2. Proposal Structure - The Department/DSS has structured the submission requirements into four distinct parts:

   a) Transmittal Communication, Forms, and Acceptances

   b) Organizational Capability and Structure

   c) Scope of Services

   d) Business Cost Section

3. Proposal Construction -

   a) Binding of Proposals - **THE BIDDER SHALL** submit a proposal in a format that will allow updated pages to be easily incorporated into the original proposal. An original (clearly marked) and five (5) 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/DSS 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/DSS to determine uniform compliance with specific RFP requirements.

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

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

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

(2) 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 five (5) exact copies clearly identified as "**Web-based PASRR and LOC Determination RFP**" One (1) exact electronic copy (compact disk) of the entire proposal in a non-PDF format 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 two (2) pages, which addresses each of the bidder assurances in Section II.L of this RFP. The Transmittal Letter must include the bidder's Federal Employer Identification Number, if the bidder is an organization or the bidder's Social Security Number, if the bidder is an individual.

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

3. Proprietary Declaration - To submit a responsive proposal, **THE BIDDER SHALL** identify any proprietary information, if applicable.

4. Executive Summary - To submit a responsive proposal, **THE BIDDER SHALL** provide a high-level summary limited to three (3) pages that summarizes the content of the proposal. The Executive Summary shall include the bidder's demonstrated experience of at least three (3) years in activities relating to the PASRR process and LOC determinations for persons seeking NF care as well as three (3) years of demonstrated experience in the development, application and maintenance of a Web-based Computer System. The Department/DSS will not evaluate proposals from organizations that have no experience in activities relating to PASRR and LOC determinations or Web-based Computer System applications.

5. Addendum Acknowledgement - To submit a responsive proposal, **THE BIDDER SHALL** provide the signed acknowledgement of its receipt of any and all Addenda issued for this RFP. The last page only of any and all Addenda must be

signed (and company name provided) and submitted with the proposal.

6. Procurement and Contractual Agreements Signatory Acceptance (Appendix 2) - To submit a responsive proposal, **THE BIDDER SHALL** provide a signed Acceptance Statement, without qualification, of all Mandatory Terms and Conditions (Appendix 1).

7. Workforce Analysis Form (Appendix 3) - To submit a responsive proposal, **THE BIDDER SHALL** complete the Workforce Analysis Form. This form shall be completed by bidders with Connecticut worksites.

8. Notification to Bidders Form (Appendix 4 [signed]) - To submit a responsive proposal, **THE BIDDER SHALL** summarize the bidder's affirmative action plan and the bidder's affirmative action policy statement. Additionally, to submit a responsive proposal, **THE BIDDER SHALL** address in writing the following five factors, as appropriate, to the bidder's particular situation. These factors are:

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

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

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

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

   e) Set-aside for Minority Businesses - The bidder's promise to set-aside a portion of the resultant contract for legitimate minority business enterprises, and to provide

the Department/DSS Set-aside Reports in a format required by the Department/DSS

9. Smoking Policy (Appendix 5 - signed statement, if applicable) - If the bidder is an employer subject to the provisions of C.G.S. §31-40q, to submit a responsive proposal, **THE BIDDER SHALL** agree to provide the Department/DSS with a copy of its written rules concerning smoking. The Department/DSS must receive the rules or a statement that the bidder is not subject to the provisions of C.G.S. §31-40q before contract approval.

10. Certification Regarding Lobbying (Appendix 6) - To submit a responsive proposal, **THE BIDDER SHALL** provide a signed statement to the effect that no funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

11. Contract Affidavits/Certifications - General Statutes of Connecticut (C.G.S.) §§4-250 through 4-252 require that State contracts with a value of $50,000 or more be accompanied by a Gift and Campaign Contribution Certification and a Consulting Agreement Affidavit. To submit a responsive proposal, **THE BIDDER SHALL** provide a completed Gift and Campaign Contribution Certification (Appendix 7) and a Consulting Agreement Affidavit (Appendix 8).

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

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

SHALL provide a completed and signed Affirmation of Receipt of State Ethics Laws Summary.

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

B. **ORGANIZATIONAL CAPABILITY AND STRUCTURE (MAXIMUM TWENTY (20) PAGES) - Bidders that propose the use of subcontractors must present the same information about the proposed subcontractors as for the Bidders.**

1. Summary of Organizational Capacity - The Department/DSS is seeking to contract with an organization that demonstrates the ability to implement a Web-based PASRR process and the capacity to recruit, hire, and maintain sufficiently trained and professional staff to competently perform the tasks outlined in the RFP. The provider community is accustomed to a rapid turnaround on Level II Evaluations. The Resultant Contractor may subcontract the services of Registered Nurses with a minimum of three (3) years experience in behavioral health and/or geriatrics, and/or Licensed Clinical Social Workers with a background in both medical and psychiatric social work settings totaling at least three (3) years of experience, to perform Level II Evaluations. The Resultant Contractor needs to ensure that Registered Nurses and Licensed Clinical Social Workers providing Level II Evaluations have had extensive training and ongoing supervision regarding medical necessity and LOC determinations. The Resultant Contractor will also need to verify the licensure status of all subcontracted personnel annually.

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

a) Agency establishment date, the agency mission at time of establishment, the current agency mission, and if the current agency mission is different from the original, a description of the changes in focus that led to the current mission;

b) Agency size including annual budget, revenues, and number and type of personnel;

c) Organizational changes within the last three (3) years including any reorganization and/or turnover of key personnel, acquired contracts for current programs, and lost contracts including the reasons for loss of contracts;

d) Bidder's technological abilities, challenges, and goals;

e) Experience relevant to the functions to be performed under the resultant contract and a listing and summary of recent contracts for similar services;

f) A description of the agency's professional skill development program with specific reference to staff development opportunities over the past three (3) years;

g) A description of the agency's evaluation and/or assessment processes/outcomes for special programs or projects within the past two (2) years and demonstrate that these projects have been performed on time with good results and within budget;

h) If the Bidder is currently under contract to carry out this same type of project in other State(s), that must be declared;

i) If the Bidder is currently engaged in PASRR and LOC eligibility reviews elsewhere, how will this affect their ability to meet Connecticut's needs;

j) Demonstrate how successful is the general history of the firm regarding services and/or completion of projects; and

k) Describe an organizational management plan that identifies clear lines of authority, communication and accountability.

2. Organizational Chart and Description –

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

a) A functional organizational chart and accompanying narrative detailing how the PASRR and LOC Determination fits within the entire organizational structure. The accompanying narrative must clearly depict lines of authority, title and responsibility, number of dedicated hours to fulfill the requirements of the RFP; and

b) A narrative that describes how the existing organizational programs, services, and structure will support the successful implementation of the PASRR and LOC Determination.

3. Key Personnel and Staff Resources – Key personnel and staff resources must include, but are not limited to, a PASRR Psychiatrist, Physician, Registered Nurses,, Licensed Practical Nurses and/or Licensed Clinical Social Workers.

To submit a responsive proposal, **THE BIDDER SHALL** describe a staffing plan for the PASRR Program that includes at a minimum:

a) The identification of a Project Manager who will be responsible for implementing and managing PASRR program activities and monitoring and ensuring the performance of duties and obligations under the resultant contract

b) A preliminary plan to obtain the services of a PASRR Program Psychiatrist who is board certified or board eligible by the American Board of Psychiatry and Neurology to make final recommendations and determinations for PASRR;

c) A preliminary plan to secure the services of a Physician to review and issue final determinations on all Long Term Care (LTC) denials;

d) A plan to ensure that Level I PAS and NF LOC determinations are reviewed by a Licensed Registered Nurse with a minimum of three (3) years of psychiatric and/or geriatric experience, or a Licensed Practical Nurse with at least three (3) years of psychiatric experience and/or geriatric experience receiving direct supervision from a Licensed Registered Nurse;

e) A plan to ensure that Level II Evaluations for PASRR are performed by Registered Nurses with a minimum of three (3) years experience in behavioral health and/or geriatrics or Licensed Clinical Social Workers who have background in both medical and psychiatric social work settings totaling at least three (3) years of experience;

f) The identity of key positions that will be responsible for the operation and success of PASRR, including Job descriptions for proposed key positions and resumes for key personnel proposed to fill the key positions; and

g) A description of the contract-related experience, credentials, education and training, and work experience required in job descriptions for proposed key positions and in the resumes for key personnel proposed to fill the key positions and include:

1) Experience with Bidder,

2) Experience working in this type of activity or similar to performed in another State and percentage of time dedicated to PASRR,

3) Education, experience, and training relevant to the requirements of the RFP, and

4) Names, positions, titles, and telephone numbers of persons able to provide information concerning the persons' experience and competence.

Resumes for key personnel proposed to fill the key positions are limited to two (2) pages per resume. Resumes for key personnel proposed to fill the key positions and job descriptions for proposed key positions are not included in the page limitation of this section. Bidders must incorporate resumes and job descriptions into an appropriately tabbed section of the binder sequentially following the previous "Bidder shall" item.

h) If the key positions identified are not currently established and/or filled, include a detailed description and timeline of the steps to be taken by the Bidder to establish and fill the key positions before the anticipated start of the resultant contract period.

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

a) Describe the relationship between specific personnel for whom resumes have been submitted (or job descriptions for proposed key positions) and the specific tasks and assignments proposed to accomplish the Scope of Services; (See Section IV-C) and a justification of the individual's function based on the individual's competence including the Bidder's:

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

(2) Method to evaluate personnel performance,

(3) Absolute numbers and disciplines of dedicated staff,

(4) System for tracking licensure status of subcontracted personnel,

(5) Describe credentials and educational background of clinical reviewers, and

(6) If applicable, develop preliminary plans for recruitment of subcontractors to complete required face-to-face evaluations. Subcontractors are bound to the terms and conditions of the contract awarded to the Resultant Contractor including any limitation

on the use or disclosure of protected health information and the safeguarding or protected health information.

5. Staff Training - The Resultant Contractor shall train its Staff and subcontractors and ensure that all are sufficiently trained and knowledgeable regarding all aspects of PASRR and LOC services to competently perform the tasks required in the RFP.

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

a) Describe a comprehensive training plan to ensure that Staff and subcontractors are trained to comply with contract deliverables.

6. Corporate Experience

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

(1) Identify all State Agencies and commercial vendors for which the Bidder has engaged in similar or related contract work;

(2) Describe its contracts or the work performed in the past three years for those State Agencies or commercial vendors;

(3) Provide a signed release allowing the Department of Social Services to access any evaluative information including, but not limited to, site reviews conducted by any state agency or commercial vendor for which the Bidder has performed work in the past five years. **NOTE: The signed release must be submitted as a separate sheet and must be located immediately following the Executive Summary located after the Table of Contents**. The signed release is not included in the page limitation of this section;

(4) Identify contacts for those projects including name of customer's project officer, title, address, telephone number, fax number, and e-mail address;

(5) Identify the term for the contracts including the contract signing date, the project initiation date, 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 describe the circumstance eliciting the sanction or letter of noncompliance and the corrective action or resolution to the sanction, fine, penalty, or letters of noncompliance; if no sanctions, fines, penalties, or letters of noncompliance were issued, a statement that attests that no sanction, penalty, or compliance action has been imposed on the Bidder within the three years immediately preceding the RFP posting/release date must be submitted) and

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

7. Bidder References - To submit a responsive proposal, **THE BIDDER SHALL** provide three (3) specific programmatic references for the Bidder. References must be persons able to comment on the Bidder's capability to perform the services specified in this RFP. The contact person must be an individual familiar with the organization and its day-to-day performance. If the Bidder has been a State contractor within the last five (5) years, the Bidder must include a State of Connecticut reference. Bidders are strongly encouraged to call or write their references to ensure the accuracy of their contact information and their willingness and capability to be a reference. References must include the organization's name, address, current telephone number, and name of a specific contact person. The Department/DSS expects to use these references in its evaluation process. If the Bidder's proposal proposes the use of subcontractors for direct service provision, **the "successful"**

Bidder must include three programmatic references for each proposed subcontractor. These references are required after the award of the contract.

8. Subcontracts - The Resultant Contractor shall comply with the following contractual conditions in addition to those Terms and Conditions approved by the Attorney General and listed in Appendix 1:

a) The Contractor shall be held directly accountable and liable for all of the contractual provisions resulting from this RFP whether the Contractor chooses to subcontract its responsibilities to a third party or not.

b) No subcontract shall negate the legal responsibilities of the Contractor as articulated in any resultant contract including those responsibilities that require the Contractor to assure that all activities carried out by the subcontractor conform to the provisions of the Contractor's contract with the Department.

c) All subcontracts shall incorporate the following conditions:

(1) All subcontracts shall be written,

(2) All subcontracts shall include any general requirements of Contractor's contract with the Department in response to this RFP that are appropriate to the services provided by the subcontractor,

(3) All subcontracts shall provide for the right of the Department 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 Contractor, as specified in Section 3.33, Inspection of Facilities.

(4) All subcontracts shall comply with 42 CFR Section 434.6 (b) and (c).

(5) All subcontracts that include the payment of claims shall require one of the following: performance bond, letter of credit, statement of financial

reserves or payment withhold requirements. The performance bond, letter of credit, statement of financial reserves or payment withhold requirements shall be in a form mutually agreed upon by the Contractor and the subcontractor. The amount of the performance bond shall be sufficient to ensure the completion of the subcontractor's work under the subcontract in the event the contract between the Contractor and the subcontractor is terminated. The Contractor shall submit reports to the Department upon the Department's request related to any payments made from the performance bonds or any payment withholds.

(6) All subcontracts shall include provisions for a well-organized transition in the event of termination of the subcontract for any reason. Such provisions shall ensure that there is an adequate transition period to maintain PASRR and LOC functions.

(7) The Contractor and its subcontractors shall cooperate in the performance of financial, quality or other audits conducted by the Department or its agent(s).

(8) The Contractor shall provide upon the Department's request a copy of any subcontract.

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

(a) Identify any of the services where the Bidder intends or is contemplating utilizing a subcontractor to perform the services or duties of the contractor;

(b) Identify subcontractors and describe their experience and qualifications;

(c) Describe the means used to select the subcontractor if a subcontractor has not been selected to provide a specific service, but a decision has been made to subcontract a particular service;

(d) Describe the minimum experience and qualifications requirements to perform any intended subcontracted service;

(e) Identify processes for managing subcontracts;

(f) Provide the subcontractor's name, address, duties of the subcontractor and the maximum payment under the subcontract; and

(g) Propose a methodology to conduct oversight of its subcontractors performing any services.

The Bidder shall state it's compliance with the above Resultant Contractor responsibilities.

9. Evidence of Qualified Entity - To submit a responsive proposal, **THE BIDDER SHALL** provide written assurance to the Department/DSS from its legal counsel that it is qualified to conduct business in the State of Connecticut and is not prohibited by its articles of incorporation, bylaws, or the laws under which it is incorporated from performing the services required under any resultant contract. **NOTE: The Evidence of Qualified Entity must be submitted as a separate sheet and must be located immediately following the signed release (per Corporate Experience 6.a)(3) requirement that is located immediately following the Executive Summary located after the Table of Contents**. The Evidence of Qualified Entity is not included in the page limitation of this section

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

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

C.	**SCOPE OF SERVICES - (MAXIMUM FIFTY (50) PAGES)** **Bidders that propose the use of subcontractors must present the same information about the proposed subcontractors as for the Bidders.**

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

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

1. Bidder's Comprehensive Risk Understanding – The Department is seeking to contract with an organization who can demonstrate the ability to implement and administer a Web-based PASRR and LOC Determination process for NF LOC. To this end, the Resultant Contractor must be sensitive to the needs and circumstances of individuals seeking admittance to or currently residing in a NF and the policy requirements of the Department/DSS and the Federal government. The Department/DSS looks forward to a relationship with a Resultant Contractor who will anticipate risks and propose solutions to problems that may arise from the completing PASRR and LOC Determinations. To submit a responsive proposal, **THE BIDDER SHALL**:

   a) Show its understanding of the PASRR and LOC Determination requirements by describing potential risks to the Department/DSS and risks that the Bidder could encounter if awarded a contract to administer PASRR and LOC Determinations; and

   b) Propose solutions or approaches for managing those risks that show the Bidder's familiarity and sensitivity with managing PASRR and LOC tasks.

2. Collaborating with the Department/DSS - To submit a responsive proposal, **THE BIDDER SHALL** propose its approach for collaborating with the Department/DSS to provide a seamless transition of PASRR and LOC Determination services.

3. Task-related Policies and Procedures - To submit a responsive proposal, **THE BIDDER SHALL** acknowledge in writing and agree that:

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

   The Resultant Contractor's policies and procedures must be organized and available to allow seamless access by both the Resultant Contractor and designated Department/DSS administrative staff.

4. Resultant Contractor Responsibilities -

   The Department/DSS is seeking a Resultant Contractor to provide PASRR services for all individuals seeking admission to a Medicaid-Certified NF.

   The Resultant Contractor shall be responsible for reviewing all Level I Screens to identify whether an individual has evidence of MI or MR or related condition. The Resultant Contractor shall perform face-to-face Level II Evaluations on individuals with MI as evidenced by a Level I Screen who do not qualify for a categorical exemption. Individuals with evidence of MR shall be referred to the appropriate DDS Nurse Consultant for a Level II Evaluation. The Resultant Contractor is expected to establish a working relationship with the DDS on a State and regional level.

   In addition, The Resultant Contractor shall be required to enter into a Memorandum of Understanding with DMHAS for the purpose of providing specific reports as requested by DMHAS and identified in this agreement, and to ensure that DMHAS meets all of its regulatory requirements under Code of Federal Regulations (CFR).

The following are specific responsibilities of the Resultant Contractor:

4.1 Level I Screening Process:

The Resultant Contractor shall review the Level I Screen on all individual applicants seeking admission to a Medicaid Certified NF, regardless of payment source. A Level I Screen will be initiated by a referral source from a healthcare facility or agency assisting the individual with LTC placement. The Resultant Contractor shall work with the referral source to obtain information necessary to identify suspected MI/MR or related condition. The Resultant Contractor shall accept individual applicant referral information from the referral source by fax, telephone, or electronic submission.

The Resultant Contractor shall complete the review of the Level I Screen and provide the results to the individual's referral source within a maximum of five business hours. The Resultant Contractor shall prioritize Level I Screens according to the time of receipt. Upon completion, if MI or MR is not suspected, the Resultant Contractor shall give the referral source consent to immediately proceed with the individual's NF placement. The Resultant Contractor shall notify the referral source of results by fax, telephone, or electronic notification. The Resultant Contractor shall also contact the Department ACU for possible referral of individuals for Home and Community Based Services under the CHCPE as an alternative to NF placement.

The Department/DSS shall provide the Resultant Contractor with read only access to the Department's MI/MR database.

The Resultant Contractor shall implement the following guidelines for the Level 1 Screen:

4.1.1 Level I Screen occurs prior to admission to a Medicaid-Certified NF; regardless of payment source,

4.1.2 Change of condition reporting is required for NF residents who experience a change in status that suggest a need for a first-time or updated PASRR Level II Evaluation,

4.1.3 No more than sixty (6o) days may expire between the completion of a Level I Screen and placement of an

individual into a NF. If an individual's placement is delayed beyond sixty (60) days, a Level I Screen must be repeated before NF placement can occur,

4.1.4 When a Level I Screen identifies evidence of MI or MR, the Resultant Contractor must request a LOC Screening from the referral source (regardless of the individual's payment source). If the Resultant Contractor determines the individual's needs meet NF LOC, the Resultant Contractor must refer the individual for the appropriate face- to-face Level II Evaluation, which must be completed prior to the individual's admission to a NF. If the individual does not meet NF LOC, it is a Federal requirement that NF admission cannot occur, regardless of payment source,

4.1.5 The Resultant Contractor must contact the DMHAS NF diversion staff or DMHAS' Program Manager to initiate a referral for services provided by DMHAS for those individuals identified as having evidence of MI who do not meet the Department's specific LOC Determination criteria for NF placement.

4.1.6 The Resultant Contractor is not required to complete Level I Screens on the following individuals:

- Individuals transferring from NF to NF, and
- Individuals re-admitted to a NF after a hospital stay.

4.1.7 The content and documentation of the Level I Screen will be required to meet Federal regulations and must be in a format agreed upon by the Department/DSS,

4.1.8 For all persons who are Medicaid active, pending or eligible seeking admission to a NF for whom a Level I Screen is being completed, the Resultant Contractor is expected to complete a LOC determination at the same time as the Level I Screen, and

4.1.9 State specific LOC criteria is identified in Section I–D., Overview of the Program of this RFP. It is expected that the Resultant Contractor will work with the Department/DSS to develop a tool utilizing the State specific criteria and also develop subsequent auto-grading

of the LOC tool to promote timely responses to the Department/DSS.

4.2 Level II PASRR Evaluations

The Resultant Contractor shall conduct and make the LOC determinations for all Level I Screens on individuals identified as or suspected of a serious mental illness.

The Resultant Contractor shall complete all Level II/ MI Evaluations within a maximum of five-business days during the first year of the contract. The Department anticipates a reduction in the amount of time needed by the Contractor to complete Level II Evaluations to a maximum of four days by year two of the contract. The Bidder shall discuss the feasibility of meeting the Department's expectations in their response.

NOTE WELL: This requirement is more restrictive than the Federal requirement of seven (7) to nine (9) business days.

The Resultant Contractor shall identify, through the Level I Screen, individuals identified or suspected as having MR and shall refer all Level II/ MR Evaluations to the appropriate Nurse Consultant for DDS according to the region specified within five business hours of processing the Level I Screen. DDS divides the State into five (5) service regions. (***Refer to Appendix 11, Service Regions***)

The Resultant Contractor shall:

4.2.1 Complete a Level II Evaluation for persons identified as having MI prior to an individual's admission to a NF, and

4.2.2 Complete a Resident Review (RR) Level II/MI on individuals residing in a NF when there is a change in status and that change signifies the need for a first time or updated Level II Evaluation. A change in status is defined as:

4.2.2.1 A significant physical improvement of an individual that may indicate a less restrictive placement is appropriate or the individual is more likely to respond to special treatment

4.2.2.2 An increase in symptomatology or behavioral problems or a new MI diagnosis is made on an individual previously identified with a mental illness

4.2.2.3 A mental illness or evidence of a mental illness that emerges or is discovered after admission

4.2.2.4 An update to a Level II that initially resulted in the delivery of inpatient psychiatric services and further evaluation is needed to confirm appropriateness of NF placement.

4.2.3 Obtain the minimum data requirements established in 42 CFR § 483.134(b) to complete a Level II/MI Evaluation,

4.2.4 Make Level II recommendations and determinations on an individualized basis. The content and documentation of a Level II Evaluation must meet the most current Federal rules and regulations with evaluative criteria specified in 42 CFR §§ 483.132 and 483.134 of the final rules for PASRR and must be in a format agreed upon by the Department/DSS,

4.2.5 Ensure that all final Level II determinations are made and signed by a Licensed Psychiatrist who is Board-Certified or Board Eligible. The Psychiatrist shall develop a comprehensive summary of findings report which complies with all elements in 42 CFR § 483.128(i). Psychiatrist review may not be anonymous. A typed copy of the evaluation report must be forwarded to all applicable parties specified in 42 CFR § 483.128 (l). Written summary report and notification letters explaining the report must be issued within 48 hours of the Psychiatrist's determination for PAS and within five business days for all RR. In addition, Resultant Contractor shall communicate the findings to the applicant or resident or guardian in an understandable manner and language. Resultant Contractor is responsible for informing the applicant/resident or guardian of the appeal process. All Level II determinations that result in a denial of NF LOC or identify a need for specialized services must also be provided to the facility or agency or

referral source assisting the applicant or resident, within four business hours of the decision by telephone, or fax, or e-mail, or electronic submission,

4.2.6 Ensure that all applicable State of Connecticut criteria are applied for out-of-state individuals transferring or applying to a State NF and that pertinent evaluative data is reviewed and summarized by the Resultant Contractor's Psychiatrist.

4.2.7 Coordinate the PASRR process and the NF LOC Determination to the maximum extent possible. A LOC determination is required on all individuals who will need a Level II Evaluation completed,

4.2.8 Ensure interdisciplinary coordination among evaluators throughout a Level II Evaluation process,

4.2.9 Develop and implement a tracking system and process for ongoing identification and monitoring of the location of NF residents identified as MI.

4.2.10 Implement a quality assurance program to confirm that NF(s) are promptly and adequately reporting significant changes to the Resultant Contractor,

4.2.11 Conduct a face-to-face evaluation as part of the RR Level II Evaluation. The Resultant Contractor shall conduct on-site evaluations with the least amount of disruption to the NF and residents,

4.2.12 On-site evaluations shall occur during the nursing facility's normal daytime business hours unless the Resultant Contractor and the NF agree to other arrangements. The Resultant Contractor shall provide Nursing Facilities with advance notice for scheduling of evaluations. The Resultant Contractor shall provide flexibility to avoid conflict with NF schedules,

4.2.13 Implement a Department approved Quality Assurance (QA) Plan to ensure the quality and completeness of submitted data, along with a Quality Improvement (QI) plan for monitoring and enhancing data integrity. The Resultant Contractor shall maintain a workflow plan,

along with procedures, methodology and timelines for data transmittal,

4.2.14 Interpret and explain the evaluation process and determinations to a resident, family or resident's representative when requested,

4.2.15 Assure Department/DSS is in compliance with PASRR Federal regulations,

4.2.16 Ensure content and documentation of the Level II Evaluation meet federal regulations and are in a format agreed upon by the Department/DSS,

4.2.17 Develop collaborative systems with regional Department/DSS personnel who process applications for Medicaid payment to Nursing Facilities,

4.2.18 Make data on Level II Evaluations available to (DMHAS),

4.2.19 For all Level II Evaluations completed on persons with MI where it has been determined that they do not meet eligibility criteria for NF LOC, the Resultant Contractor must report this information to the DMHAS PASRR Manager, or regional diversion nurse, and

4.2.20 Persons identified as needing specialized services for MI and are denied admission to a NF must be reported to the DMHAS PASRR Manager for necessary interventions.

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

a) Describe its plan to maintain full compliance with all Federal Regulations pertaining to a Level II Evaluation;

b) Describe its plan to ensure that all the Level II determinations are completed prior to admission to the nursing facility;

c) Propose a system for communicating with DSS Regional office Medicaid eligibility personnel, the outcome of the LOC determination so that they can process the Medicaid application and/or request for long term care payment;

d) Propose recruitment strategies to secure registered nurses /or licensed clinical social workers reviewers to complete Level II Evaluations;

e) Propose a method for assuring that State criteria are applied to out of State residents seeking NF placement in Connecticut;

f) Describe systems for tracking ongoing status of persons in NF who have been identified as having MI and report to the DMHAS PASRR Manager;

g) Propose a method to facilitate collaboration with DMHAS including referring individuals who might benefit from DMHAS services and/or qualify for DMHAS' Medicaid Waiver Program;

h) Propose a method for monitoring the timeliness of the completion of Level II Evaluations and describe methods that could be utilized to achieve completion of the process in less than 5 business days;

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i) Propose a Quality Assurance Program to ensure that NFs are appropriately reporting changes in condition to the Resultant Contractor;

j) Describe methods for training subcontractors to complete the face to face evaluations; and

k) Describe QA procedures in place for Level II Evaluations to ensure that all screeners are fully compliant with PASRR and LOC determination policies and procedures.

5. Categorical Level II Determinations

There are circumstances that will allow the Resultant Contractor to approve temporary time-limited NF admissions for MI or MR applicants meeting specific criteria. By fitting into a specific category, a decision can be made to permit NF admission and determine that specialized services are not needed for these individuals. The following admissions can be permitted following a Level I and LOC Screening.

5.1 Convalescent Care Admissions are temporary stays Federally allowed without a Level II Evaluation, provided all of the following conditions are met:

5.1.1 Admission to a NF occurs directly from a hospital after receiving acute inpatient care for a medical condition,

5.1.2 NF services are required for the hospitalized condition,

5.1.3 Attending Physician has certified that NF care is unlikely to exceed thirty (30) calendar days, and

5.1.4 Resultant Contractor will also need to communicate with Medicaid eligibility staff when a NF has not complied with regulations under this provision so that the Department/DSS can determine if Medicaid payment should be withheld for stays beyond 30 days that were not reported to the Resultant Contractor.

5.1.5 If at any time it appears that a convalescent care stay may exceed thirty (30) calendar days, the receiving facility shall perform updated Level I/LOC Screenings with the Resultant Contractor. Resultant Contractor shall determine whether the individual continues to require NF care and whether Level II Evaluation may be necessary. Stays extending beyond the approved thirty (30) days shall be reported to the DMHAS PASRR Manager and/or regional diversion nurses as they occur.

5.2 Admission for a respite stay of thirty (30) days or less.

5.3 In the event of a terminal illness with a life expectancy of six (6) months or less and requires NF LOC.

5.4 A severe illness that overshadows psychiatric symptons and makes a person unable to participate in psychiatric treatment.

5.5 Provisional Admission in cases of delirium allows for a temporary admission of individuals whose cognitive status could not be evaluated until delirium clears.

5.6 Provisional Emergency applies to NF applicants residing in the community who have evidence of MI or MR and require temporary NF admission in an emergency protective services situation. NF care is approved for no more than seven (7) calendar days. This standard applies if all of the following criterion apply:

5.6.1 Based on the MI or MR the individual's physical or environmental status, or both, there is a sudden and unexpected need for immediate NF placement;

5.6.2 The above need requires temporary placement until alternative services or placement can be secured,

5.6.3 No other placement options are available, and

5.6.4 The placement is initiated by an appropriate State agency such as Protective Services for Elders.

The NF is required to complete a PAS (Level I and LOC) with the Resultant Contractor within one working day of the Emergency Admission. The NF must convey reasons for the Emergency Admission to the Resultant Contractor and identify the individual who initiated the placement and the State agency that they represent.

Regardless of the outcome of the Level I and LOC Screenings for individuals admitted as Emergency Admissions, the MI or MR individual may remain in NF for up to seven calendar days. If at any time it appears that the MI or MR individual's stay may exceed seven (7) days, the NF must update the Level I and LOC Screenings with Resultant Contractor. The Resultant Contractor shall reassess the LOC and determine the need for a Level II. If the individual is determined not to meet NF criteria, the individual must be discharged by the seventh calendar day from admission. Resultant Contractor shall report information to Department/DSS' claims processing to allow retroactive Medicaid payments to the date of admission for appropriate Emergency Admissions.

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

a) Describe processes for tracking thirty (30) day stays for compliance with Federal Regulations;

b) Describe processes that would be implemented to collaborate with NF regarding stays that are approaching thirty (30) days;

c) Describe process for communicating with Department/DSS regional offices regarding compliance with thirty (30) day stay requirements so that the Department/DSS can make a determination about Medicaid payments; and

d) Describe procedures for tracking Emergency Admissions.

6. NF Level of Care (LOC) Determinations:

In addition to the LOC evaluations required under PASRR, the Resultant Contractor shall provide statewide LOC determinations for Medicaid recipients and individuals residing in a NF or requesting admission to a CT NF. The Department/DSS has established LOC review points as described in Section I D. Overview of the Program. Screenings are paper-based with the exception of reviews indicating a potential denial for individuals residing in a NF. A face-to-face evaluation is required in these circumstances. On-site evaluation data and copies of relevant medical records data collected during the on-site review must be evaluated by a Physician provided by the Resultant Contractor. The Physician must make the final determination of need for NF LOC and must participate in the Department/DSS' fair hearing process in cases of appeal and will be expected to prepare the Fair Hearing Summary. All LOC determinations are based on criteria established by Department/DSS. The Department/DSS issued a Provider Bulletin in April 2007, PB 2007-26 that outlines the information that must be included in a LOC determination document. The bulletin is can be found at www.ctmedicalprogram.com. Additional detail can be found in the Regulations of State Agencies, Section 17b-262-707 that outlines "The need for Services and Authorization Process." Resultant Contractor shall provide NF LOC Screenings on a state-wide basis using criteria

established in the Department/DSS' administrative rules. Resultant Contractor shall initiate a LOC Screening when requested by a referral source. Resultant Contractor shall complete the LOC evaluation and notify the referral source of the decision within a maximum of five (5) business hours of receipt.

The Resultant Contractor shall develop and process for receiving requests from Department/DSS district eligibility workers for LOC determinations that are required prior to Department/DSS authorizing Medicaid payment for LTC. The process shall also include a method of responding back to the eligibility worker once the LOC determination is completed.

The Resultant Contractor shall conduct LOC determinations in the following situations:

6.1 Prior to initiation of or a referral for a Level II Evaluation on each NF applicant suspected of MI or MR, regardless of payer,

6.2 On each individual identified as MI or MR requiring a RR as a result of a significant change,

6.3 On all individuals who are eligible or will be eligible for Medicaid prior to admission to a NF,

6.4 On individuals applying for Medicaid while residing in a NF,

6.5 Prior to admission to a NF on individuals dually eligible for Medicare and Medicaid,

6.6 On individuals who have expired or have been discharged from a NF and the individual's Medicaid eligibility was not known or determined at the time of death or discharge,

6.7 LOC evaluations are not required for the following individuals:

6.7.1 Self pay individuals who are not identified as having MI or MR, and

6.7.2 Individuals transferring from one facility to another.

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

a) Develop an evaluation tool for LOC based on CT regulations that could be submitted via Web application, fax or mail;

b) Complete a face-to-face LOC evaluation within five (5) business days in situations where there is a potential denial for LOC;

c) Demonstrate that a Physician will make the final determination for NF LOC determinations when there is a potential denial; and

d) Develop a process, in collaboration with the Department/DSS, for a system to coordinate LOC determinations with the Medicaid eligibility staff for payment for LTC. This shall include reporting of noncompliance with the PASRR requirements that results in denial of Medicaid payments.

7. Additional Screening/Evaluation Requirements:

Resultant Contractor shall develop and maintain an internal tracking process of all PASRR Levels I and II processes as well as all LOC determinations from initiation to completion to assure accurate reporting to the Department/DSS. This methodology also enables Resultant Contractor to respond to questions from the Department/DSS and providers regarding status of reviews and determinations not yet completed. Resultant Contractor must specify internal tracking procedures in the proposal.

Resultant Contractor shall perform Level II and LOC reviews throughout the State. Resultant Contractor shall implement a Web-based Screening Tool for on-line entry of Long Term Care LOC determinations and PASRR requirements. Resultant Contractor shall install and maintain a toll free telephone number to be used by its Connecticut customer base for questions regarding PASRR requirements and for informational purposes by providers, persons who have been screened, their legal guardians, representatives, and families. The toll free

number must be included in all correspondence with individuals and providers. Resultant Contractor shall coordinate activities where possible to provide efficiency and timeliness. Resultant Contractor shall establish sufficient incoming lines to prevent the possibility of receipt of busy signals. Any telephone/e-mail messages requesting a Screening or inquiries regarding Screenings will be responded to within an average of six (6) business hours. Resultant Contractor shall install and maintain a toll free fax machine in its office to receive pertinent information from its CT customer base. The fax machine must be accessible to providers twenty-four (24) hours a day with sufficient incoming lines to prevent the receipt of busy signals. Resultant Contractor shall allow providers their choice of form submission by mail, fax, telephone, or electronically. However, the preferred method should be Web-based and the Resultant Contractor will make every effort to have information submitted via the Web-based System

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

a) Demonstrate an internal tracking system for all PASRR and LOC reviews in process; and

b) Demonstrate that sufficient capacity in phone and fax lines will be in place prior to meet deliverables in the contract.

8. Quality Assurance

Resultant Contractor shall develop and conduct a statistically valid random quality control check on completed PASRR and LOC evaluations. Resultant Contractor shall implement any procedures necessary to ensure quality products are delivered.

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

a) Demonstrate procedures for monitoring the integrity of data provided through PASRR and LOC determinations. This includes data provided by the provider community as well as decisions made by medical review staff;

b) Identify its QA plan, as well as staff responsible for ongoing monitoring of data integrity and for reporting results of these activities to Department/DSS.

Department/DSS will additionally impose its own QI monitoring of Resultant Contractor to assure full compliance within contract parameters; and

c) Describe processes to conduct a formal complaint investigation if problems are reported by Department/DSS, health care community, families, or other entities. This must include completion of a comprehensive investigation and submission of a written report of all activities, findings, and a corrective action plan to Department/DSS and any other appropriate entities within forty-eight (48) hours of the identified problem. A corrective action plan must be outlined by Resultant Contractor, along with timeframes and responsible staff.

9. Technology Requirements:

The Department/DSS is seeking a Resultant Contractor capable of providing a variety of technology requirements. Resultant Contractor must be capable of the following functions from the start of the contract period:

9.1 Resultant Contractor's system must support and employ standards-based interfaces, including X12 EDI and or ebXML formats. Where possible, ebXML should be the protocol of choice for all data exchanges and reference table updates with a standard HIPAA X12 EDI transaction payload. Resultant Contractor shall identify each technical component, platform, and or software used in support of this requirement,

9.2 In addition, the system must also support and employ standards-based interfaces including the X12 EDI formats for interfacing from the provider,

9.3 Resultant Contractor shall provide a configuration model and list their system's capability for data exchange/transfer,

9.4 Resultant Contractor shall develop and maintain a Web application that supports submission of screening data electronically by referring agencies and provides for on-line tracking of the status for any request for service. This

includes creation and distribution of notifications of Screenings and or PASRR determinations consistent with applicable Federal and State Medicaid regulations. Resultant Contractor shall provide the program expertise, staffing, Web technologies, and management capacities necessary to develop and maintain the Web-based Screening application, as well as to maintain the database containing records of each request for service and the determination,

9.5 Resultant Contractor shall have Web-based Screening Tools for on-line entry of LTC and PASRR requirements and shall store Screening and determination data in a relational database. Access to the on line Screening Tools should be via Internet Explorer. The data must reflect records for each request for service and the associated determination,

9.6 The database must support standard relational database functionality. Resultant Contractor shall ensure that the database architecture for screening information supports industry accepted import/export standards (e.g., Open Database Connectivity). Screening databases must be available twenty-four (24) hours per day and seven (7) days per week via the Website. The Screening software must provide the capacity for referring entities to determine the status of pending Screening requests. Resultant Contractor is responsible for transfer of data to Department/DSS in a format compatible with Microsoft Access upon contract termination or within thirty (30) calendar days of request by Department/DSS, and

9.7 All Screening data must be electronically accessible to Department/DSS through HIPAA secure Web-based format.

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

a) Provide evidence of an ability to comply with all of the above system requirements at the start of the contract period of processing PASRR Screens and LOC Determinations.

10. Web-based System Requirements:

The Department/DSS is seeking a Resultant Contractor with the capability to provide a Web-based computer system that will satisfy the requirements as described below: The Resultant Contractor shall:

10.1 Implement an efficient and accurate Web-based System for processing Level I Screens,

10.2 Establish and maintain a HIPAA compliant Web-based computer system to accommodate all operational and reporting functions required in this RFP and the Resulting Contract,

10.3 Maintain information integrity through controls at appropriate locations within the Resultant Contractor's system and process flow and ensure quality control of all operational components impacting the Resultant Contractor's performance of tasks required by in this RFP and the Resulting Contract, and

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

a) Describe the Web-based System for processing Level I Screens;

b) Describe triggers that would warrant a clinical review before determining if a Level II Evaluation is required;

c) Describe average turnaround time on negative Screens as well as for Screens that require a clinical review based on triggers within the automated system;

d) Propose a comprehensive Level I Tool accessible through a secure Web site, that meets all Federal requirements and is acceptable to the Department/DSS;

e) Describe QA/QI processes to assure accuracy/integrity of information submitted;

f) Describe systems for tracking and comparing current submission to previous submission;

g) Describe suggested methods for transitioning data from the Department/DSS' in house tracking system for MI/MR to Resultant Contractors data base;

h) Describe systems and methods for training potential users statewide; and

i) Propose specific timeframe expected to be needed to train potential users of Web-based System.

11. Screening Tools

11.1 The Screening Tool for NF LOC must at a minimum, contain all of the following information:

11.1.1 Patient demographics,

11.1.2 Admissions and/or discharge dates,

11.1.3 Responsible person or party,

11.1.4 Referred by, name and agency,

11.1.5 Telephone number of referring agency,

11.1.6 Medicare number if applicable,

11.1.7 Social security number,

11.1.8 Medicaid ID number if applicable,

11.1.9 Activities of Daily Living (ADL) and Instrumental ADL needs,

11.1.10 List of current diagnoses and past medical history,

11.1.11 List of current medications, dosage and frequency,

11.1.12 Certification by a MD, an Advanced Practice Registered Nurse (APRN) or Physicians Assistant that the patient meets the LOC criteria explained

in Section 19-13-D(8)(t)(d)(1) of the Public Health Code, and

11.1.13 Screening dates and disposition.

11.2 PASRR Screening Tools for Level I and Level II must include at a minimum, the following data categories and decision rules:

11.2.1 Patient demographics and description,

11.2.2 Discharging and receiving facility information,

11.2.3 Screening dates and disposition,

11.2.4 Diagnoses,

11.2.5 Diagnostic history/current physical exam, (within one (1)year),

11.2.6 Psychiatric symptomotologies,

11.2.7 Psychopharmacologic treatments, along with decision rules about formulary ranges for psychiatric versus differential diagnoses,

11.2.8 Current mental status evaluation, and

11.2.9 All Federal Standards for Screening.

The PASRR Level II Evaluation Report must include at a minimum all summary requirements defined in 42 CFR § 483.128(i).

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

a) Provide sample documents for both the LOC and PASRR Screening processes; and

b) Demonstrate an ability to have the forms available in a Web-based System.

12. Tracking Protocols and Database

Resultant Contractor shall develop, maintain, and update tracking databases as necessary to provide an automated database containing a record for each Screening request that includes:

12.1 Full name of the person for whom the service request is being made,

12.2 Date of birth,

12.3 Current Screening and outcome,

12.4 Social Security number,

12.5 Medicaid number,

12.6 Name, address, and telephone number of individual's legal representative, if applicable,

12.7 Name of referring agency and contact person,

12.8 Date entered facility, program or service,

12.9 Screening dates and determinations,

12.10 Services and LOC determined through Screening,

12.11 Date Screening request was received, and

12.12 Date Screening request was processed.

Additionally, providers must have the capacity to view tracking information for PASRR candidates according to Federal Tracking Standards.

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

a) Demonstrate a tracking system that will provide a comprehensive data base for reporting purposes; and

b) Demonstrate that providers may view the status of pending Screens and LOC determinations.

13. Reporting Requirements

The Resultant Contractor's Screening software must have the capacity to generate standard reports, including:

13.1 Annual report of telephone review statistics. Minimum requirements include region of the State, number approved, denied, referred for level II, referred for on-site medical, short-term approvals for all telephonic review types, sorted by type with volume and percentage totals for each review type,

13.2 Annual report of on-site review statistics. Minimum requirements include number of Level II Evaluations, MI status changes, and on-site medical reviews sorted by outcome and service determination with volume totals for each type and category,

13.3 Annual report of on-site turnaround calculated from referral date to completion date with total number of reviews and average turnaround time,

13.4 Annual detail report of persons in need of specialized services. Minimum requirements include name, social security number, date of birth, age, sex, review date, and location sorted by determination and type,

13.5 Monthly and annual detail report of NF LOC and Level I reviews. Minimal requirements include name, date of birth, social security number, payment status, determination, determination date, end date, referred for on-site review type and admit type sorted in alphabetical order and by Department/DSS service region with a grand total,

13.6 Monthly and annual detail report of Level II reviews. Minimum requirements include name, date of birth, social security number, completion date, evaluation type, and determination sorted in alphabetical order with a grand total,

13.7 Semi-annual and annual quality assurance report. Minimum requirements include:

13.7.1 Quality Improvement (QI) administrative statistical section showing: time period, total charts processed, number of charts reviewed by Quality Assurance (QA) staff, along with the percentage of charts reviewed by QA sorted by the monitors of accuracy, timeliness, completeness, data entry and chart organization. For each monitor the cumulative number of acceptable records must be reflected along with the total number and percentage of compliant records; the cumulative unacceptable with total number and percentage of noncompliant will also be included.

13.7.2 QI Level II administrative statistical section must include: time period, total charts processed, number of charts reviewed by QA staff, percentage of charts reviewed by QA sorted by the following monitors: accuracy, log, system, coversheet, administrative QA of on-site evaluations and summary data entry, file organization, completeness of data entry requirements, and adherence to all State specifics. For each monitor the following must be included:

13.7.2.1 Cumulative acceptable with total number and percentage compliant

13.7.2.2 Cumulative unacceptable with total number, and

13.7.2.3 Percentage noncompliant.

13.7.3 QI telephonic statistical section must include: time period, total charts processed, number of charts reviewed by QA, percentage of charts reviewed by QA sorted by the following monitors: data completion, instruction conformance, and decision support system. For each monitor the following must be included:

13.7.3.1 Cumulative acceptable with total number and percentage compliant,

13.7.3.2 Percentage compliant, cumulative unacceptable with total number noncompliant, and

13.7.3.3 Percentage noncompliant.

13.7.4 QI Level II clinical section must include: time period, cumulative evaluations sorted by the following monitors: evaluation validity, evaluation reliability, evaluation completeness, timeliness and summary of recommendations. For each monitor the following must be included:

13.7.4.1 Sample number and percentage reviewed,

13.7.4.2 Cumulative number and percentage acceptable, and

13.7.4.3 Cumulative number and percentage unacceptable.

13.7.5 Facility QI section must include number of facilities provided training during applicable timeframe. Breakdown of the training provided, cumulative time range spent in minutes for provider training, number of post-admission Screens with reported reasons, breakdown of facility data-related problems, and potential data integrity concerns.

13.7.6 QI narrative section must contain a corrective action narrative report, which includes: Level I administrative, Level II administrative, Level I clinical, halted reviews, Level II clinical and summary of findings and an activity narrative report that includes: State specifics (facility training, facility QA, etc.), procedural changes, appeals, complaints and major tasks completed.

13.8 Weekly report for Claims Processing within Department/DSS on LOC for NF by name, current placement, social security number, Medicaid number, referral facility, admitting facility, determination type, date of review, and from and through dates for service.

This report will need to be sorted by Department/DSS service region.

13.9 Resultant Contractor shall alert Department/DSS electronically of each NF LOC denial. Minimum requirements include name, date of birth, Medicaid number, Department/DSS service region, provider name and address, Physician signature, and outcome summary.

13.10 Statistical reports - the Resultant Contractor must have the capacity to generate annual and ad hoc report requests reflecting volumes of reviews, volumes of outcomes, percentages of outcomes of each review type, and average length of stay.

13.11 Any other special reports requested by Department/DSS.

13.12 Monthly reports to the DMHAS Manager of PASRR to identify persons with MI who have entered long term care facilities and their specific location. The report should identify if placement is anticipated to be long or short term.

13.13 Ad hoc reports as requested by DMHAS PASRR Manager.

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

a) Describe the Bidder's capability to comply with the above-stated requirements, 12.1 – 12.13;

b) Provide sample reports utilized in CT or other States that would be responsive to above requirements; and

c) Discuss timeframes needed to create ad hoc reports for the Department and/or DMHAS.

14. PARTICIPATION IN APPEAL HEARINGS

Resultant Contractor shall participate by conference call in appeal hearings as requested or required by the Department/DSS and prepare written fair hearing summaries in a timeframe specified by the Department/DSS. Any appeals for assessments resulting in denial or termination of services must be represented by the Resultant Contractor's Licensed Physician

and other appropriate staff who have participated in the decision that resulted in the appeal.

15. TRANSITION PLAN

Resultant Contractor shall provide a plan for transitioning all PASRR and LOC documentation in its possession, key program components, and other key items as they relate to this project at contract expiration or if the contract resulting from this RFP is terminated for any reason. The transition plan must indicate the Resultant Contractor's ability to collaborate with any subsequent Contractor during the transition process.

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

a) Submit a plan to transition PASRR and LOC documentation and key program components in response to this RFP. The transition plan must include at a minimum:

(1) A Proposed approach to transition,

(2) Tasks and phases for transition,

(3) Schedule for transition,

(4) Identification of program documentation, data, and other key project information, and

(5) Past contracts involving transition if applicable:

(5.1) Government references involved in the transition process;

(5.2) The process for transition and the part played in that process;

(5.3) Problems that occurred with the transition process.

16. Provider Training

The Resultant Contractor shall provide PASRR program and LOC education and training activities to nursing facilities, hospitals, psychiatric hospitals, health programs or facilities, social service agencies, and other relevant institutions. The Resultant Contractor shall establish and maintain ongoing communication and education within the provider community. The Department anticipates implementation of a three (3) month training period commencing with the signing of the resulting contract. The Resultant Contractor shall provide on site training to health care professionals including hospitals, nursing homes, and other community providers in a minimum of five (5) regions in the State. The Department/DSS anticipates that the Resultant Contractor will consider and utilize other training methods such as Web-based tutorials or seminars that would be more cost effective than on site training.

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

a) Describe capacity and timeframes needed to provide on site training in five regions of the State;

b) Provide notification to NF, hospitals, psychiatric hospitals, programs or facilities, social service agencies, and other relevant institutions of the intended training dates and locations. Resultant Contractor shall assume all costs associated with training activities;

c) Provide examples of training documents utilized in other states, if applicable;

d) Plan the development and supply of a comprehensive policy and procedure manual to all nursing facilities, hospitals, psychiatric hospitals, programs or facilities, and social service agencies. Periodically, the Department/DSS may request the Resultant Contractor to forward additional clarification memoranda, procedural updates, or other communications to the provider community. Resultant Contractor shall develop and mail communications to the provider community as instructed by the Department/DSS. Format and content must receive final approval from the Department/DSS;

e) Develop a plan to perform on-site training annually in at least three major regions of Connecticut, unless Resultant Contractor has identified and can demonstrate a lack of necessity for that training. Department/DSS reserves the right to make the final determination on training performance; and

f) Provide ongoing training relative to needs demonstrated by individual providers and agencies.

D. BUSINESS COST SECTION

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

1. Audited Financial Statements - To submit a responsive proposal, **THE BIDDER SHALL** provide audited financial statements for each of the last two (2) fiscal years. If audited financial statements for each of the last two (2) fiscal years are not available, the Bidder shall provide comparable statements that will document the financial stability of the Bidder and include an explanation of the submission of documents other than audited financial statements. Audited Financial Statements do not count toward the total page limit of the proposal.

2. Business Cost Section -

   To submit a responsive proposal, **THE BIDDER SHALL** submit a Cost Proposal that:

   a) Contains a firm fixed price for the resultant contract period,

   b) Demonstrates a cost breakdown of the fixed price by:

      (1) Administrative and general expenses,

      (2) LOC Determinations,

      (3) NF on-site assessments,

(4) Level I Screens,

(5) Level II Evaluations (includes PAS & RR), and

(6) Appeals participation.

c) Contains a per unit price for each year of the contract to be paid by the Department/DSS, in addition to the annual fixed price, for services delivered that exceed the estimated annual volume by 5% or more. A per unit price is required for each of the following:

(1) LOC Determinations,

(2) NF onsite reviews,

(3) Level I Screens,

(4) Level II Evaluations, and

(5) Appeals Participation.

d) Contains a separate fixed price of Bidder's implementation cost to be reimbursed to the Resultant Contractor during the term of the contract, including:

(1) Administrative and general expenses,

(2) Policies, procedures and protocol development,

(3) Equipment and hardware installation and setup,

(4) Staff credentialing and training, and

(5) Statewide provider training.

3. Business Cost Narrative (maximum ten pages) - To submit a responsive proposal, **THE BIDDER SHALL** explain in writing the expected resultant contract costs including a rationale for each line item included in the budget.

Cost Standards - Budgetary information included in the Bidder's response to this RFP must comply with the Statewide Cost Standards published by the State of Connecticut Office of Policy and Management. The Cost Standards are available online at http://www.ct.gov/opm/cwp/view.asp?a=2981&q=382994#Cost_Standards.

Payment Structure - Resultant contractors shall be paid in accordance with expenditures incurred in accordance with the approved line-item budget. While specific payment terms will be made final during contract negotiations, it is expected that payments will be made monthly, contingent upon the Resultant Contractor's timely compliance with the resultant contract periods including, but not limited to, the Resultant Contractor's submission and Department/DSS' acceptance of all required reports and payment requests.

SECTION V - PROPOSAL EVALUATION

A. OVERVIEW OF THE EVALUATION OF PROPOSALS

The Department/DSS 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/DSS in selection of Resultant Contractors. The Department/DSS reserves the right to alter the composition of the Evaluation Team. The Evaluation Team will be responsible for submitting recommendations to the Commissioners. The Commissioner of Social Services will notify the selected Bidders that the selected Bidders have been awarded the right to negotiate a contract with the Department/DSS for the **Web-based Pre-Admission Screening & Resident Review System & Level of Care RFP**

The evaluation will be conducted in five (5) phases:

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

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

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

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

Only those proposals passing the General Proposal Requirements review will be considered in Phase Two. The Department/DSS 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/DSS will evaluate the experience of proposed key personnel, agency and individual resources, and qualifications and affirmative action achievement (as shown on the Workforce Analysis Form) of the Bidder and any proposed subcontractors. The Department/DSS will determine to what extent the organization and its key personnel have the capability to work effectively with the Department/DSS to successfully develop and implement a Web-based PASRR System & LOC Determination. The Department/DSS will also assess the capability of the Bidder to take on the additional workload that would be generated by the resultant contract and the Bidder's financial capability to undertake the resultant contract. References will be checked. The Organizational Capability and Structure section of the proposal will be worth **25 percent** of the available points for the entire proposal.

D. PHASE THREE - EVALUATION OF THE SCOPE OF SERVICES

The proposed Scope of Services will be evaluated for its responsiveness to the requirements of this RFP including its organization, appropriateness, completeness, and logic. The evaluation will consider how creative and innovative the Bidder is in responding to the functional and technical requirements outlined in this RFP. The Scope of Services section of the proposal will be worth **65 percent** of the available points for the entire proposal.

E. PHASE FOUR - EVALUATION OF THE BUSINESS COST SECTION

The Business Cost Section will be evaluated only for Bidders who achieve a minimum of **70 percent** of the total available points in Phase Two and Phase Three. The Business Cost Section will be worth **10**

percent of the available points for the entire proposal. It will be scored for:

1. Cost comparison (determined by comparing bid price information)

2. Cost reasonableness (determined by examining the Business Narrative and the relationship between the costs, personnel, and the work plan outlined in the proposal)

F. PHASE FIVE - RANKING OF THE PROPOSALS

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

SECTION VI - APPENDICES

PART II PSA - MANDATORY TERMS AND CONDITIONS

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

A. CLIENT-RELATED SAFEGUARDS

1. **Inspection of Work Performed.** The Department or its authorized representative shall at all times have the right to enter into the Contractor's premises, or such other places where duties under the contract are being performed, to inspect, to monitor or to evaluate the work being performed. The Contractor and all subcontractors must provide all reasonable facilities and assistance for Department representatives. All inspections and evaluations shall be performed in such a manner as will not unduly delay work. The Contractor shall disclose information on clients, applicants and their families as requested unless otherwise prohibited by federal or state law. Written evaluations pursuant to this section shall be made available to the Contractor.

2. **Safeguarding Client Information.** The Department and the Contractor agree to safeguard the use, publication and disclosure of information on all applicants for and all clients who receive service under this contract with all applicable federal and state law concerning confidentiality.

3. **Reporting of Client Abuse or Neglect.** The Contractor shall comply with all reporting requirements relative to client abuse and neglect, including but not limited to requirements as specified in Conn. Gen. Stat. §§ 17a-101 through 103, 19a-216, 46b-120 (related to children); Conn. Gen. Stat. § 46a-11b (relative to persons with mental retardation); and Conn. Gen. Stat. § 17b-407 (relative to elderly persons).

B. CONTRACTOR OBLIGATIONS

1. **Credits and Rights in Data.**

   (a) Unless expressly waived in writing by the Department, all documents, reports, and other publications for public distribution during or resulting from the performances of this Contract shall include a statement acknowledging the financial support of the state and the Department and, where applicable, the federal government. All such publications shall be released in conformance with applicable federal and state law and all regulations regarding confidentiality. Any liability arising from such a release by the Contractor shall be the sole responsibility of the Contractor and the Contractor shall indemnify the Department, unless the Department or its agents co-authored said publication and said release is done with the prior written approval of the Commissioner of the Department. Any publication shall contain the following statement: "This publication does not express the views of the Department or the State of Connecticut. The views and opinions expressed are those of the authors." The Contractor or any of its agents

shall not copyright data and information obtained under the terms and conditions of this contract, unless expressly authorized in writing by the Department. The Department shall have the right to publish, duplicate, use and disclose all such data in any manner, and may authorize others to do so. The Department may copyright any data without prior notice to the Contractor. The Contractor does not assume any responsibility for the use, publication or disclosure solely by the Department of such data.

(b) "Data" shall mean all results, technical information and materials developed and/or obtained in the performance of the services hereunder, including but not limited to all reports, surveys, plans, charts, recordings (video and/or sound), pictures, curricula, public awareness or prevention campaign materials, drawings, analyses, graphic representations, computer programs and printouts, notes and memoranda, and documents, whether finished or unfinished, which result from or are prepared in connection with the services performed hereunder.

2. **Organizational Information, Conflict of Interest, IRS Form 990.** Annually during the term of the contract, the Contractor shall submit to the Department the following:

   (a) a copy of its most recent IRS Form 990 submitted to the federal Internal Revenue Service, and

   (b) its most recent Annual Report as filed with the Office of the Secretary of the State or such other information that the Department deems appropriate with respect to the organization and affiliation of the Contractor and related entities.

3. **Federal Funds.** The Contractor shall comply with requirements relating to the receipt or use of federal funds. The Department shall specify all such requirements in Part I of this contract.

4. **Audit Requirements.** The Contractor shall provide for an annual financial audit acceptable to the Department for any expenditure of state-awarded funds made by the Contractor. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The Contractor will comply with federal and state single audit standards as applicable.

5. **Prohibited Interest.** The Contractor warrants that no state appropriated funds have been paid or will be paid by or on behalf of the Contractor to contract with or retain any company or person, other than bona fide employees working solely for the Contractor, to influence or attempt to influence an officer or employee of any state agency in connection with the awarding, extension, continuation, renewal, amendment, or modification of this agreement, or to pay or agree to pay any company or person, other than bona fide employees working solely for the Contractor, any fee, commission, percentage, brokerage fee, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

6. **Offer of Gratuities.** By its agreement to the terms of this contract, the Contractor certifies that no elected or appointed official or employee of the State of Connecticut has or will benefit financially or materially from this contract. The Department may terminate this contract if it is determined that gratuities of any kind were either offered or received by any of the aforementioned officials or employees from the Contractor or its agents or employees.

7. **Related Party Transactions.** The Contractor shall report all related party transactions, as defined in this clause, to the Department on an annual basis in the appropriate fiscal report as specified in Part I of this contract. "Related party" means a person or organization related through marriage, ability to control, ownership, family or business association. Past exercise of influence or control need not be shown, only the potential or ability to directly or indirectly exercise influence or control. "Related party transactions" between a Contractor, its employees, Board members or members of the Contractor's governing body, and a related party include, but are not limited to:

   (a) real estate sales or leases;

   (b) leases for equipment, vehicles or household furnishings;

   (c) mortgages, loans and working capital loans; and

   (d) contracts for management, consultant and professional services as well as for materials, supplies and other services purchased by the Contractor.

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

9. **Suspension or Debarment.**

   (a) Signature on Contract certifies the Contractor or any person (including subcontractors) involved in the administration of Federal or State funds:

      (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any governmental department or agency (Federal, State or local);

      (2) within a three year period preceding this Contract, has not been convicted or had a civil judgment rendered against him/her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or Contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement,

theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

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

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

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

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

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

12. **Independent Capacity of Contractor.** The Contractor, its officers, employees, subcontractors, or any other agent of the Contractor in the performance of this contract will act in an independent capacity and not as officers or employees of the State of Connecticut or of the Department.

13. **Indemnification.**

(a) The Contractor shall indemnify, defend and hold harmless the State of Connecticut and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all:

(1) claims arising directly or indirectly, in connection with the contract, including the acts of commission or omission (collectively the "Acts") of the Contractor or Contractor Parties; and

(2) liabilities, damages, losses, costs and expenses, including but not limited to attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this contract. The contractor's obligations under this section to indemnify, defend and hold harmless against claims includes claims concerning confidentiality of any part of or all of the bid or any records, and intellectual property rights, other propriety rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance of the contract.

(b) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such claims.

(c) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.

(d) The Contractor shall carry and maintain at all times during the term of the contract, and during the time that any provisions survive the term of the contract, sufficient general liability insurance to satisfy its obligations under this contract. The Contractor shall name the State as an additional insured on the policy and shall provide a copy of the policy to the Agency prior to the effective date of the contract. The Contractor shall not begin performance until the delivery of the policy to the Agency.

(e) The rights provided in this section for the benefit of the State shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a Claim against a third party.

(f) This section shall survive the termination, cancellation or expiration of the Contract, and shall not be limited by reason of any insurance coverage.

14. Choice of Law and Choice of Forum, Settlement of Disputes, Office of the Claims Commission.

(a) The Contractor agrees to be bound by the laws of the State of Connecticut and the federal government where applicable, and agrees that this contract shall be construed and interpreted in accordance with Connecticut law and Federal law where applicable.

(b) Any dispute concerning the interpretation or application of this contract shall be decided by the Commissioner of the Department or his/her designee whose decision shall be final subject to any rights the Contractor may have pursuant to state law. In appealing a dispute to the commissioner pursuant to this provision, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final resolution of a dispute, the Contractor and the Department shall proceed diligently with the performance of the contract.

(c) The Contractor agrees that the sole and exclusive means for the presentation of any claim against the State arising from this Contract shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate legal proceedings except as authorized by that Chapter in any State or Federal Court in addition to or in lieu of said Chapter 53 proceedings.

15. **Compliance with Law and Policy.** Contractor shall comply with all pertinent provisions of local, state and federal laws and regulations as well as Departmental policies and procedures applicable to Contractor's programs as specified in this contract. The Department shall notify the Contractor of any applicable new or revised laws, regulations, policies or procedures which the Department has responsibility to promulgate or enforce.

16. **Facility Standards and Licensing Compliance.** The Contractor will comply with all applicable local, state and federal licensing, zoning, building, health, fire and safety regulations or ordinances, as well as standards and criteria of pertinent state and federal authorities. Unless otherwise provided by law, the Contractor is not relieved of compliance while formally contesting the authority to require such standards, regulations, statutes, ordinance or criteria.

17. **Reports.** The Contractor shall provide the Department with such statistical, financial and programmatic information necessary to monitor and evaluate compliance with the contract. All requests for such information shall comply with all applicable state and federal confidentiality laws. The Contractor agrees to provide the Department with such reports as the Department requests.

18. **Delinquent Reports.** The Contractor will submit required reports by the designated due dates as identified in this agreement. After notice to the Contractor and an opportunity for a meeting with a Department representative, the Department reserves the right to withhold payments for services performed under this Contract if the Department has not received acceptable progress reports, expenditure reports, refunds, and/or audits as required by this agreement or previous agreements for similar or equivalent services the Contractor has entered into with the Department.

19. **Record Keeping and Access.** The Contractor shall maintain books, records, documents, program and individual service records and other evidence of its accounting and billing

procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature incurred in the performance of this contract. These records shall be subject at all reasonable times to monitoring, inspection, review or audit by authorized employees or agents of the state or, where applicable, federal agencies. The Contractor shall retain all such records concerning this contract for a period of three (3) years after the completion and submission to the state of the Contractor's annual financial audit.

20. **Workforce Analysis.** The Contractor shall provide a workforce analysis affirmative action report related to employment practices and procedures.

21. **Litigation.**

(a) The Contractor shall provide written notice to the Department of any litigation that relates to the services directly or indirectly financed under this contract or that has the potential to impair the ability of the Contractor to fulfill the terms and conditions of this contract, including but not limited to financial, legal or any other situation which may prevent the Contractor from meeting its obligations under the contract.

(b) The Contractor shall provide written notice to the Department of any final decision by any tribunal or state or federal agency or court which is adverse to the Contractor or which results in a settlement, compromise or claim or agreement of any kind for any action or proceeding brought against the Contractor or its employee or agent under the Americans with Disabilities Act of 1990, Executive Orders Nos. 3 and 17 of Governor Thomas J. Meskill and any other provisions of federal or state law concerning equal employment opportunities or nondiscriminatory practices.

C. ALTERATIONS, CANCELLATION AND TERMINATION

1. **Contract Revisions and Amendments.**

(a) The Contractor shall submit to the Department in writing any proposed revision to the contract and the Department shall notify the Contractor of receipt of the proposed revision.

(b) Contract amendments must be in writing and shall not be effective until executed by both parties to the contract, and, where applicable, approved by the Attorney General.

(c) No amendments may be made to a lapsed contract.

2. **Contract Reduction.**

(a) The Department reserves the right to reduce the Contracted amount of compensation at any time in the event that:

(1) the Governor or the Connecticut General Assembly rescinds, reallocates, or in any way reduces the total amount budgeted for the operation of the Department during the fiscal year for which such funds are withheld; or

(2) federal funding reductions result in reallocation of funds within the Department.

(b) The Contractor and the Department agree to negotiate on the implementation of the reduction within thirty (30) days of receipt of formal notification of intent to reduce the contracted amount of compensation from the Department. If agreement on the implementation of the reduction is not reached within 30 calendar days of such formal notification and a contract amendment has not been executed, the Department may terminate the contract sixty (60) days from receipt of such formal notification. The Department will formally notify the Contractor of the termination date.

3. Default by the Contractor.

(a) If the Contractor defaults as to, or otherwise fails to comply with, any of the conditions of this contract the Department may:

(1) withhold payments until the default is resolved to the satisfaction of the Department;

(2) temporarily or permanently discontinue services under the contract;

(3) require that unexpended funds be returned to the Department;

(4) assign appropriate state personnel to execute the contract until such time as the contractual defaults have been corrected to the satisfaction of the Department;

(5) require that contract funding be used to enter into a subcontract arrangement with a person or persons designated by the Department in order to bring the program into contractual compliance;

(6) terminate this contract;

(7) take such other actions of any nature whatsoever as may be deemed appropriate for the best interests of the state or the program(s) provided under this contract or both;

(8) any combination of the above actions.

(b) In addition to the rights and remedies granted to the Department by this contract, the Department shall have all other rights and remedies granted to it by law in the event of breach of or default by the Contractor under the terms of this contract.

(c) Prior to invoking any of the remedies for default specified in this paragraph except when the Department deems the health or welfare of service recipients is endangered as specified in of this contract or has not met requirements as specified in this contract, the Department shall notify the Contractor in writing of the specific facts and circumstances constituting default or failure to comply with the conditions of this contract and proposed remedies. Within five (5) business days of receipt of this notice, the Contractor shall correct any contractual defaults specified in the notice and submit written documentation of correction to the satisfaction of the Department or request in writing a meeting with the commissioner of the Department or his/her designee. Any such meeting shall be held within five (5) business days of the written request. At the meeting, the Contractor shall be given an opportunity to respond to the Department's notice of default and to present a plan of correction with applicable time frames. Within five (5) business days of such meeting, the commissioner of the Department shall notify the Contractor in writing of his/her response to the information provided including acceptance of the plan of correction and, if the commissioner finds continued contractual default for which a satisfactory plan of corrective action has not been presented, the specific remedy for default the Department intends to invoke. This action of the Commissioner shall be considered final.

(d) If at any step in this process the Contractor fails to comply with the procedure and, as applicable, the agreed upon plan of correction, the Department may proceed with default remedies.

4. **Non-enforcement Not to Constitute Waiver.** The failure of either party to insist upon strict performance of any terms or conditions of this agreement shall not be deemed a waiver of the term or condition or any remedy that each party has with respect to that term or condition nor shall it preclude a subsequent default by reason of the failure to perform.

5. **Cancellation and Recoupment.**

(a) This agreement shall remain in full force and effect for the entire term of the contract period, above, unless either party provides written notice 30 days or more from the date of termination, except that no cancellation by the Contractor may be effective for failure to provide services for the agreed price or rate and cancellation by the Department shall not be effective against services already rendered, so long as the services were rendered in compliance with the contract during the term of the contract.

(b) In the event the health or welfare of the service recipients is endangered, the Department may cancel the contract and take any immediate action without notice it deems appropriate to protect the health and welfare of service recipients. The Department shall notify the Contractor of the specific reasons for taking such action in writing within five (5) business days of cancellation. Within five (5)

business days of receipt of this notice, the Contractor may request in writing a meeting with the commissioner of the Department or his/her designee. Any such meeting shall be held within five (5) business days of the written request. At the meeting, the Contractor shall be given an opportunity to present information on why the Department's actions should be reversed or modified. Within five (5) business days of such meeting, the Commissioner of the Department shall notify the Contractor in writing of his/her decision upholding, reversing or modifying the action of the Department. This action of the Commissioner shall be considered final.

(c) The Department reserves the right to cancel the contract without prior notice when the funding for the contract is no longer available.

(d) The Department reserves the right to recoup any deposits, prior payment, advance payment or down payment made if the contract is terminated by either party. Allowable costs incurred to date of termination for operation or transition of program(s) under this contract shall not be subject to recoupment. The Contractor agrees to return to the Department any funds not expended in accordance with the terms and conditions of the contract and, if the Contractor fails to do so upon demand, the Department may recoup said funds from any future payments owing under this contract or any other contract between the State and the Contractor.

6. **Equipment.** In the event this Contract is terminated or not renewed, the Department reserves the right to recoup any equipment, deposits or down payments made or purchased with start-up funds or other funds specifically designated for such purpose under this Contract. For purposes of this provision, equipment means tangible personal property with a normal useful life of at least one year and a value of at least $5,000. Equipment shall be considered purchased from Contractor funds and not from Department funds if the equipment is purchased for a program that has other sources of income equal to or greater than the equipment purchase price.

7. **Termination.** All notices of termination as defined in the subsections below shall be signed by the Contract Administrator and/or designee, shall specify a date of termination and shall be delivered to the Contractor no less than 30 days prior to the specified date of termination.

a. ***Termination for Convenience:***

i. 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.

ii. In the event that the Department elects to terminate the Contract pursuant to this provision, the Contract

Administrator and/or designee 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.

b. *Termination for Financial Instability:*

i. 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.

ii. In the event the Department elects to terminate this contract under this provision, it shall do so by the Contract Administrator and/or designee sending notice of termination to the Contractor by certified mail, return receipt requested, specifying the date of termination.

iii. In the event of the filing of a petition in bankruptcy by or against a principal subcontractor, the Contractor shall immediately so advise the Department. The 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.

c. ***Procedure for Termination:***

In addition to the requirements set forth above, 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 Contractor shall:

i. Stop work under the contract on the date and to the extent specified in the Notice of Termination.

ii. If the Department so directs in writing, terminate all subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination or 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 not 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.

iii. Complete the performance of such part of the work as shall not have been terminated by the Notice of Termination.

iv. Be entitled to payment for services rendered through the effective date of termination.

8. **Transition after Termination or Expiration of Contract.** In the event that this contract is terminated for any reason except where the health and welfare of service recipients is endangered or if the Department does not offer the Contractor a new contract for the same or similar service at the contract's expiration, the Contractor will assist in the orderly transfer of clients served under this contract as required by the Department and will assist in the orderly cessation of operations under this contract. Prior to incurring expenses related to the orderly transfer or continuation of services to service recipients beyond the terms of the contract, the Department and the Contractor agree to negotiate a termination amendment to the existing agreement to address current program components and expenses, anticipated expenses necessary for the orderly transfer of service recipients and changes to the current program to address service recipient needs. The Contractual agreement may be amended as necessary to assure transition requirements are met during the term of this contract. If the transition cannot be concluded during this term, the Department and the Contractor may negotiate an amendment to extend the term of the current contract until the transition may be concluded.

9. **Program Cancellation.** Where applicable, the cancellation or termination of any individual program or services under this Contract will not, in and of itself, in any way affect the status of any other program or service in effect under this Contract.

10. **Mergers and Acquisitions.**

(a) Contracts in whole or in part are not transferable or assignable without the prior written agreement of the Department.

(b) At least ninety (90) days prior to the effective date of any fundamental changes in corporate status, including merger, acquisition, transfer of assets, and any change in fiduciary responsibility, the Contractor shall provide the Department with written notice of such changes.

(c) The Contractor shall comply with requests for documentation deemed necessary by the Department to determine whether the Department will provide prior written agreement. The Department shall notify the Contractor of such determination not later than forty-five (45) business days from the date the Department receives such requested documentation.

D. STATUTORY AND REGULATORY COMPLIANCE

1. **Health Insurance Portability Act of 1996 ("HIPAA").**

(a) If the Contractor is a Business Associate under the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Contractor must comply with all terms and conditions of this Section of the Contract. If the Contractor is not a Business Associate under HIPAA, this Section of the Contract does not apply to the Contractor for this Contract.

(b) The Contractor is required to safeguard the use, publication and disclosure of information on all applicants for, and all clients who receive, services under the Contract in accordance "with all applicable federal and state law regarding confidentiality, which includes but is not limited to ("HIPAA"), more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E; *and*

(c) The State of Connecticut Department named on page 1 of this Contract (hereinafter "Department") is a "covered entity" as that term is defined in 45 C.F.R. § 160.103; *and*

(d) The Contractor, on behalf of the Department, performs functions that involve the use or disclosure of "individually identifiable health information," as that term is defined in 45 C.F.R. § 160.103; *and*

(e) The Contractor is a "business associate" of the Department, as that term is defined in 45 C.F.R. § 160.103; *and*

(f) The Contractor and the Department agree to the following in order to secure compliance with the HIPAA, more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E.

(g) Definitions

(1) "Business Associate" shall mean the Contractor.

(2) "Covered Entity" shall mean the Department of the State of Connecticut named on page 1 of this Contract.

(3) "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 C.F.R. § 164.501.

(4) "Individual" shall have the same meaning as the term "individual'" in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative as defined in 45 C.F.R. § 164.502(g).

(5) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and parts 164, subparts A and E.

(6) "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to information created or received by the Business Associate from or on behalf of the Covered Entity.

(7) "Required by Law"' shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.

(8) "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

(9) "More stringent" shall have the same meaning as the term "more stringent" in 45 C.F.R. § 160.202.

(10) "This Section of the Contract" refers to the HIPAA Provisions stated herein, in their entirety.

(11) "Security Incident" shall have the same meaning as the term "security incident" in 45 C.F.R.§ 164.304.

(12) "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and parts 164, subpart A and C.

(h) Obligations and Activities of Business Associates.

(1) Business Associate agrees not to use or disclose PHI other than as permitted or required by this Section of the Contract or as Required by Law.

(2) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for in this Section of the Contract.

(3) Business Associate agrees to use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic protected health information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.

(4) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by Business Associate in violation of this Section of the Contract.

(5) Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Section of the Contract or any security incident of which it becomes aware.

(6) Business Associate agrees to insure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate, on behalf of the Covered Entity, agrees to the same restrictions and conditions that apply through this Section of the Contract to Business Associate with respect to such information.

(7) Business Associate agrees to provide access, at the request of the Covered Entity, and in the time and manner agreed to by the parties, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524.

(8) Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to make PHI available for amendment pursuant to 45 C.F.R. § 164.526 at the request of the Covered Entity, and in the time and manner agreed to by the parties.

(9) Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by, Business Associate on behalf of Covered Entity, available to Covered Entity or to the Secretary in a time and manner agreed to by the parties or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

(10) Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.

(11) Business Associate agrees to provide to Covered Entity, in a time and manner agreed to by the parties, information collected in accordance with paragraph I of this Section of the Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.

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

(i) Permitted Uses and Disclosure by Business Associate.

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

(2) Specific Use and Disclosure Provisions

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

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

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

(j) Obligations of Covered Entity.

(1) Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity, in accordance with 45 C.F.R. § 164.520, or to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

(2) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

(3) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

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

(l) Term and Termination.

(1) Term. The Term of this Section of the Contract shall be effective as of the date the Contract is effective and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

(2) Termination for Cause Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

(A) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Contract if Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity; or

(B) Immediately terminate the Contract if Business Associate has breached a material term of this Section of the Contract and cure is not possible; or

(C) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(3) Effect of Termination

(A) Except as provided in (l)(2) above, upon termination of this Contract, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.

(B) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon documentation by Business Associate that return 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.

(m) Miscellaneous Provisions.

(1) Regulatory References. A reference in this Section of the Contract to a section in the Privacy Rule means the section as in effect or as amended.

(2) Amendment. The Parties agree to take such action as is necessary to amend this Section of the Contract from time to time as is necessary for Covered Entity to

comply with requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.

(3) Survival. The respective rights and obligations of Business Associate shall survive the termination of this Contract.

(4) Effect on Contract. Except as specifically required to implement the purposes of this Section of the Contract, all other terms of the Contract shall remain in force and effect.

(5) Construction. This Section of the Contract shall be construed as broadly as necessary to implement and comply with the Privacy Standard. Any ambiguity in this Section of the Contract shall be resolved in favor of a meaning that complies, and is consistent with, the Privacy Standard.

(6) Disclaimer. Covered Entity makes no warranty or representation that compliance with this Section of the Contract will be adequate or satisfactory for Business Associate's own purposes. Covered Entity shall not be liable to Business Associate for any claim, loss or damage related to or arising from the unauthorized use or disclosure of PHI by Business Associate or any of its officers, directors, employees, Contractors or agents, or any third party to whom Business Associate has disclosed PHI pursuant to this Contract. Business Associate is solely responsible for all decisions made, and actions taken, by Business Associate regarding the safeguarding, use and disclosure of PHI within its possession, custody or control.

(7) Indemnification. The Business Associate shall indemnify and hold the Covered Entity harmless from and against all claims, liabilities, judgments, fines, assessments, penalties, awards, or other expenses, of any kind or nature whatsoever, including, without limitation, attorney's fees, expert witness fees, and costs of investigation, litigation or dispute resolution, relating to or arising out of any violation by the Business Associate and its agents, including subcontractors, of any obligation of Business Associate and its agents, including subcontractors, under this Section of the Contract.

2. **Americans with Disabilities Act of 1990.** This clause applies to those Contractors which are or will come to be responsible for compliance with the terms of the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12101-12189 and §§ 12201-12213) (Supp. 1993); 47 USCS §§ 225, 611 (Supp. 1993). During the term of the Contract, the Contractor represents that it is familiar with the terms of this Act and that it is in compliance with the law. The Contractor warrants that it will hold the state harmless from any liability which may be imposed upon the state as a result of any failure of the Contractor to be in compliance with this Act. As applicable, the Contractor agrees to abide by provisions of § 504 of the Federal Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794 (Supp. 1993), regarding access to programs and facilities by people with disabilities.

3. **Utilization of Minority Business Enterprises.** It is the policy of the state that minority business enterprises should have the maximum opportunity to participate in the performance of government Contracts. The Contractor agrees to use best efforts consistent with 45 C.F.R. §§ 74.160 et seq. (1992) and paragraph 9 of Appendix G thereto for the administration of programs or activities using HHS funds; and §§ 13a-95a, 4a-60 to 4a-62, 4b-95(b), and 4a-60q of the Connecticut General Statutes to carry out this policy in the award of any subcontracts.

4. **Priority Hiring.** Subject to the Contractor's exclusive right to determine the qualifications for all employment positions, the Contractor shall use its best efforts to ensure that it gives priority to hiring welfare recipients who are subject to time limited welfare and must find employment. The Contractor and the Department will work cooperatively to determine the number and types of positions to which this paragraph shall apply. The Department of Social Services regional office staff or staff of Department of Social Service Contractors will undertake to counsel and screen an adequate number of appropriate candidates for positions targeted by the Contractor as suitable for individuals in the time limited welfare program. The success of the Contractor's efforts will be considered when awarding and evaluating Contracts.

5. **Non-discrimination Regarding Sexual Orientation.** Unless otherwise provided by Conn. Gen. Stat. § 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 vendor with which such Contractor has a Contract or understanding a notice to be provided by the commission on human rights and opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

   (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to § 46a-56 of the 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 Contractor shall include the provisions of subsection (a) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a Contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with § 46a-56 of the 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. **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 Statutes:

(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 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 Conn. Gen. Stat. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to Conn. Gen. Stat. §§ 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 Conn. Gen. Stat. § 46a-56. If the Contract is a public works Contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

(b) For the purposes of this section, "minority business enterprise" means any small Contractor or supplier of materials fifty-one per cent or more of capital stock, if any, or assets of which is owned by a person or persons:

(1) who are active in the daily affairs of the enterprise;

(2) who have the power to direct the management and policies of the enterprise; and

(3) who are members of a minority, as such term is defined in subsection (a) of Conn. Gen. Stat. § 49-60g.

(c) For the purposes of this section, "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. Determinations of the Contractor's good faith efforts shall include but shall not be limited to the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative action advertising; recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.

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

7. **Government Function; Freedom of Information.** If the amount of this Contract exceeds two million five hundred thousand dollars ($2,500,000), and the Contract is for the performance of a governmental function, as that term is defined in Conn. Gen. Stat. § 1-200(11), the Department is entitled to receive a copy of the records and files related to the Contractor's performance of the governmental function, and may be disclosed by the Department pursuant to the Freedom of Information Act.

8. **Whistleblowing.** This Agreement is subject to the provisions of § 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the Contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Agreement. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state Contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state Contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

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

   For all State contracts as defined in P.A. 07-1 having a value in a calendar year of $50,000 or more or a combination or series of such agreements or contracts having a value of $100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising

state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See SEEC Form 11.

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

11. **Executive Orders.**

(a) Executive Order No. 3: Nondiscrimination. This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971, and, as such, this Contract may be canceled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. 3 or any state or federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this Contract. The parties to this Contract, as part of the consideration hereof, agree that said Executive Order No. 3 is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to Contract performance in regard to nondiscrimination, until the Contract is completed or terminated prior to completion. The Contractor agrees, as part consideration hereof, that this Contract is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. 3 and that the Contractor will not discriminate in employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner.

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

(1) Contractor shall prohibit employees from bringing into the state work site, except as may be required as a condition of employment, any weapon/dangerous instrument defined in Section 2 to follow;

(2) weapon means any firearm, including a BB gun, whether loaded or unloaded, any knife (excluding a small pen or pocket knife), including a switchblade or other knife having an automatic spring release device, a stiletto, any police baton or nightstick or any martial arts weapon or electronic defense weapon. Dangerous instrument means any instrument, article or substance that, under the circumstances, is capable of causing death or serious physical injury;

(3) Contractor shall prohibit employees from attempting to use, or threaten to use, any such weapon or dangerous instrument in the state work site and employees shall be prohibited from causing, or threatening to cause, physical injury or death to any individual in the state work site;

(4) Contractor shall adopt the above prohibitions as work rules, violation of which shall subject the employee to disciplinary action up to and including discharge. The Contractor shall require that all employees are aware of such work rules;

(5) Contractor agrees that any subcontract it enters into in the furtherance of the work to be performed hereunder shall contain the provisions 1 through 4, above.

(c) Executive Order No. 17: Connecticut State Employment Service Listings. This Contract is subject to provisions of Executive Order No. 17 of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this Contract may be canceled, terminated or suspended by the Contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order Number 17, notwithstanding that the Labor Commissioner may not be a party to this Contract. The parties to this Contract, as part of the consideration hereof, agree that Executive Order No. 17 is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the Contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to Contract performance in regard to listing all employment openings with the Connecticut State Employment Service.

(d) Executive Order No. 7C: Contracting Standards Board. This Contract is subject to provisions of Executive Order No. 7C of Governor M. Jodi Rell, promulgated on July 13, 2006. The Parties to this Contract, as part of the consideration hereof, agree that:

(1) The State Contracting Standards Board ("Board") may review this Contract and recommend to the state Contracting agency termination of this Contract for cause. The State Contracting agency shall consider the recommendations and act as required or permitted in accordance with the Contract and applicable law. The Board shall provide the results of its review, together with its recommendations, to the state Contracting agency and any other affected party in accordance with the notice provisions in the Contract not later than fifteen (15) days after the Board finalizes its recommendation. For the purposes of this Section, "for cause" means: (A) a violation of the State Ethics Code (Chap. 10 of the general statutes) or section 4a-100 of the general statutes or (B) wanton or reckless disregard of any state Contracting and procurement process by any person substantially involved in such Contract or state Contracting agency.

(2) For purposes of this Section, "Contract" shall not include real property transactions involving less than a fee simple interest or financial assistance comprised of state or federal funds, the form of which may include but is not

limited to grants, loans, loan guarantees, and participation interests in loans, equity investments and tax credit programs. Notwithstanding the foregoing, the Board shall not have any authority to recommend the termination of a Contract for the sale or purchase of a fee simple interest in real property following transfer of title.

(3) Notwithstanding the Contract value listed in sections 4-250 and 4-252 of the Conn. Gen. Stat. and section 8 of Executive Order Number 1, all State Contracts between state agencies and private entities with a value of $50,000 (fifty thousand dollars) or more in a calendar or fiscal year shall comply with the gift and campaign contribution certification requirements of section 4-252 of the Conn. Gen. Stat. and section 8 of Executive Order Number 1. For purposes of this section, the term "certification" shall include the campaign contribution and annual gift affidavits required by section 8 of Executive Order Number 1.

(e) Executive Order No. 14: Procurement of cleaning products and services. This Agreement is subject to the provisions of Executive Order No. 14 of Governor M. Jodi Rell promulgated April 17, 2006. Pursuant to this Executive Order, the contractor shall use cleaning and/or sanitizing products having properties that minimize potential impacts on human health and the environment, consistent with maintaining clean and sanitary facilities.

APPENDIX 2 - PROCUREMENT AND CONTRACTUAL AGREEMENTS SIGNATORY ACCEPTANCE

Statement of Acceptance

The terms and conditions contained in this Request for Proposals constitute a basis for this procurement. These terms and conditions, as well as others so labeled elsewhere in this document are mandatory for the resultant contract. The Department/DSS 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/DSS' Web-based Pre-Admission Screening Resident Review System and Level of Care Request for Proposals.

Signature

_____ _____

Title Date

APPENDIX 3 - WORKFORCE ANALYSIS FORM

Contractor Name: _____ Total number of CT employees: _____
Address:_____ Full-time_____ Part-time _____

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

Job Categories	Totals for all Columns - Male and Female	White (Not of Hispanic Origin)		Black (Not of Hispanic Origin)		Hispanic		Asian Or Pacific Islander		American Indian Or Alaskan Native		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/DSS of Labor Regulations, inclusive:
   Yes _____ No _____ Not Applicable _____
   Explanation:

3. According to EEO-1 data, is the composition of your workforce at or near parity when compared with the racial and sexual composition of the workforce in the relevant labor market area?
   Yes _____ No _____ Not Applicable _____
   Explanation:

4. If you plan to subcontract, will you set aside a portion of the contract for legitimate minority business enterprises?
   Yes _____ No _____ Not Applicable _____
   Explanation:

_____ _____

Contractor's Authorized Signature Date [WFA 5/93]

APPENDIX 4 - NOTIFICATION TO BIDDERS FORM

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

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

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

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

---

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

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

_____ _____
Signature Date

On Behalf of: _____

_____
Organization Name

_____
Address

APPENDIX 5 - SMOKING POLICY

General Statutes of Connecticut

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

a) As used in this section:

i. "Person" means one or more individuals, partnerships, associations, corporations, limited liability companies, business trusts, legal representatives, or any organized group of persons.

ii. "Employer" means a person engaged in business that has employees including the state and any political subdivision thereof.

iii. "Employee" means any person engaged in service to an employer in the business of his employer.

iv. "Business facility" means a structurally enclosed location or portion thereof at which twenty or more employees perform services for their employer.

v. "Smoking" means the burning of a lighted cigar, cigarette, pipe or any other matter or substance that contains tobacco.

b) Each employer shall establish one or more work areas, sufficient to accommodate nonsmokers who request to utilize such an area, within each business facility under its control, where smoking is prohibited. The employer shall clearly designate the existence and boundaries of each nonsmoking area by posting signs that can be readily seen by employees and visitors. In the areas within the business facility where smoking is permitted, existing physical barriers and ventilation systems shall be used to the extent practicable to minimize the effect of smoking in adjacent nonsmoking areas. Nothing in this section may be construed to prohibit an employer 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 6 - CERTIFICATION REGARDING LOBBYING

Contractor:_____

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

1. No Federally appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

_____	_____
Signature	Typed Name and Title
_____	_____
Firm/Organization	Date

APPENDIX 7 - GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

STATE OF CONNECTICUT
GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

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

INSTRUCTIONS:

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

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

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

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

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

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

CAMPAIGN CONTRIBUTION CERTIFICATION:

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

STATE OF CONNECTICUT
GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

Lawful Campaign Contributions to Candidates for Statewide Public Office:

Contribution Date	Name of Contributor	Recipient	Value	Description

Lawful Campaign Contributions to Candidates for the General Assembly:

Contribution Date	Name of Contributor	Recipient	Value	Description

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**

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

_____

Commissioner of the Superior Court (or Notary Public)

For State Agency Use Only

_____ _____

Awarding State Agency Planning Start Date

_____

Contract Number or Description

APPENDIX 8 - CONSULTING AGREEMENT AFFIDAVIT

STATE OF CONNECTICUT
CONSULTING AGREEMENT AFFIDAVIT

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

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

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

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

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

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

_____ _____
Consultant's Name and Title Name of Firm (if applicable)

_____ _____ _____
Start Date End Date Cost

Description of Services Provided: _____

_____

_____

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

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

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

_____ _____ _____
Printed Name of Bidder or Vendor **Signature of Chief Official or Individual** **Date**

_____ _____
Printed Name (of above) Awarding State Agency

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

_____
Commissioner of the Superior Court or Notary Public

APPENDIX 9 - AFFIRMATION OF RECEIPT OF STATE ETHICS LAWS SUMMARY

STATE OF CONNECTICUT
AFFIRMATION OF RECEIPT OF STATE ETHICS LAWS SUMMARY

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

INSTRUCTIONS:

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

CHECK ONE:

☐ I am a person seeking a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency with my bid or proposal. [Check this box if the contract will be awarded through a competitive process.]

☐ I am a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency at the time of contract execution. [Check this box if the contract was a sole source award.]

☐ I am a subcontractor or consultant of a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the contractor.

IMPORTANT NOTE:

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

AFFIRMATION:

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

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

_____ _____
Signature Date

_____ _____
Printed Name Title

_____
Firm or Corporation (if applicable)

_____ _____ ____ _____
Street Address City State Zip

_____
Awarding State Agency

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

SEEC FORM 11

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

Campaign Contribution and Solicitation Ban

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

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

Duty to Inform

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

Penalties for Violations

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

Civil penalties

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

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

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

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

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

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

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

APPENDIX 11- SERVICE REGIONS
Connecticut Home Care Program for Elders
Access Agency Coverage by Region

Region V WATERBURY	Region IV HARTFORD	Region III NORWICH	Region II NEW HAVEN	Region I BRIDGEPORT
NORTHWEST	NORTH CENTRAL	EASTERN	SOUTH CENTRAL	SOUTHWEST
(NW CCCI)	(NC CCCI)	(E CCCI)	(SCCAA)	(SWCAA)
5 Barkhamsted	1 Andover	3 Ashford	2 Ansonia	15 Bridgeport
6 Beacon Falls	4 Avon	13 Bozrah	8 Bethany	35 Darien
9 Bethel	7 Berlin	19 Brooklyn	14 Branford	46 Easton
10 Bethlehem	11 Bloomfield	22 Canterbury	26 Chester	51 Fairfield
16 Bridgewater	12 Bolton	24 Chaplin	27 Clinton	57 Greenwich
18 Brookfield	17 Bristol	28 Colchester	33 Cromwell	85 Monroe
21 Canaan	20 Burlington	30 Columbia	36 Deep River	90 New Canaan
25 Cheshire	23 Canton	32 Coventry	37 Derby	103 Norwalk
29 Colebrook	40 East Granby	39 Eastford	38 Durham	135 Stamford
31 Cornwall	43 East Hartford	45 East Lyme	41 East Haddam	138 Stratford
34 Danbury	47 East Windsor	53 Franklin	42 East Hampton	144 Trumbull
55 Goshen	48 Ellington	58 Griswold	44 East Haven	157 Weston
65 Hartland	49 Enfield	59 Groton	50 Essex	158 Westport
66 Harwinton	52 Farmington	63 Hampton	60 Guilford	161 Wilton
68 Kent	54 Glastonbury	69 Killingly	61 Haddam	Southport
74 Litchfield	56 Granby	71 Lebanon	62 Hamden	
81 Middlebury	64 Hartford	72 Ledyard	70 Killingworth	
87 Morris	67 Hebron	73 Lisbon	75 Lyme	
88 Naugatuck	77 Manchester	78 Mansfield	76 Madison	
91 New Fairfield	79 Marlborough	86 Montville	80 Meriden	
92 New Hartford	89 New Britain	95 New London	82 Middlefield	
96 New Milford	94 Newington	102 North Stonington	83 Middletown	
97 Newtown	110 Plainville	104 Norwich	84 Milford	
98 Norfolk	111 Plymouth	109 Plainfield	93 New Haven	
100 North Canaan	119 Rocky Hill	112 Pomfret	99 North Branford	
108 Oxford	128 Simsbury	114 Preston	101 North Haven	
115 Prospect	129 Somers	116 Putnam	105 Old Lyme	
117 Redding	132 South Windsor	121 Salem	106 Old Saybrook	
118 Ridgefield	131 Southington	123 Scotland	107 Orange	
120 Roxbury	134 Stafford	133 Sprague	113 Portland	
122 Salisbury	139 Suffield	136 Sterling	124 Seymour	
125 Sharon	142 Tolland	137 Stonington	126 Shelton	
127 Sherman	146 Vernon	141 Thompson	148 Wallingford	
130 Southbury	155 West Hartford	145 Union	154 Westbrook	
140 Thomaston	159 Wethersfield	147 Voluntown	156 West Haven	
143 Torrington	164 Windsor	152 Waterford	167 Woodbridge	
149 Warren	165 Windsor Locks	160 Willington	Higganum	
150 Washington	Broad Brook	163 Windham	Moodus	
151 Waterbury	Terryville	169 Woodstock		
153 Watertown	Stafford Springs	Danielson		
162 Winchester		Jewett City		
166 Wolcott		Mystic		
East Hartland		Willimantic		
New Preston				
Riverton				
Winsted				
Woodbury				