

**STATE OF CONNECTICUT
Department of Social Services**

Request for Proposals

**DSS081507_DM_RFP
Disease Management Project RFP
ADDENDUM # 4**

The State of Connecticut Department of Social Services is issuing the following fourth addendum to the Disease Management Project Request for Proposals.

1. The PROCUREMENT SCHEDULE set forth in Section II B has been further revised as follows:

B. PROCUREMENT SCHEDULE

Milestones	Ending Dates
RFP released	August 15, 2007
Deadline for MANDATORY Letter of Intent no later than <u>3:00 p.m. local time</u>	September 5, 2007
Deadline for the submission of written questions (no later than <u>3:00 p.m. local time</u>)	September 17, 2007
Anticipated posting of the Department's official responses to questions (Questions/Answers Addendum)	September 25, 2007
Proposals due (no later than <u>3:00 p.m. local time</u>)	November 14, 2007
Review of proposals and recommendations made to the Commissioners	December 19, 2007
Anticipated announcement of awards for contract negotiation	December 19, 2007
Contract negotiations/contract execution	January 15, 2008
Contract commences - Anticipated	February 1, 2008

Date Issued: October 30, 2007

This Addendum must be signed and returned with your submission.

Authorized Signer

Company Name

Approved _____

**Kathleen M. Brennan
State of Connecticut**

Department of Social Services

(Original Signature on Document in Procurement File)

**STATE OF CONNECTICUT
Department of Social Services**

Request for Proposals

**DSS081507_DM_RFP
Disease Management Project RFP
ADDENDUM # 3**

The State of Connecticut Department of Social Services is issuing the following addendum to the Disease Management Project Request for Proposals.

1. This third addendum serves to further **AMEND** the terms and conditions of the RFP through the publication of two questions that were not answered in the publication of the second addendum and the Department's responses thereto.

Date Issued: October 26, 2007

This Addendum must be signed and returned with your submission.

Authorized Signer

Company Name

Approved _____

Kathleen M. Brennan

State of Connecticut

Department of Social Services

(Original Signature on Document in Procurement File)

TWO QUESTIONS SUBMITTED TO DSS081507_DM_RFP – State of Connecticut Disease Management Project Request for Proposal and the Department’s Responses:

1. RFP page 24, Section A.7.c – Can the Department provide additional information about the apprenticeship program and the extent to which the requirement applies to bidders not currently located in Connecticut?

A. The CT Commission on Human Rights and Opportunities has provided the regulations pertaining to this requirement. They are set forth on pages three through fourteen of this addendum.

2. Section D, Part Two, Business Cost, 2. Cost/Budget Analysis. This section requests a cost analysis/budget projection for the period beginning January 1, 2008 through December 31, 2010. We have several questions related to the section:

a. Does the Department have a specific format for the Cost Proposal?

A. Pages fifteen through nineteen of this addendum contain the budget formats. To request these documents in a WORD format please submit an e-mail request to Kathleen.brennan@ct.gov.

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Equal Employment Opportunity in Apprenticeship and Training

Sec. 46a-68-1. Scope and purpose

This regulation sets forth policies and procedures to promote equality of opportunity in State approved and registered apprentice training programs and to assure coordination with other state and federal equal opportunity statutes, including those enforced by the Connecticut commission on human rights and opportunities. These policies and procedures contained herein apply to the recruitment, selection, employment and training of apprentices. The procedures established provide for processing of complaints and for the deregistration of apprenticeship programs found to be operating in a discriminatory manner. This regulation promotes equal opportunity to encourage affirmative expansion of apprentice training opportunities for a larger number of labor force participants from those segments of the labor force where the need for upgrading levels of skill is greatest. Equality of opportunity in apprenticeship will be promoted by prohibiting discrimination based upon race, color, religious creed, marital status, national origin, ancestry, sex, mental retardation or physical disability, including but not limited to, blindness unless such disability prevents performance of the work involved in apprenticeship programs, and by requiring affirmative action to provide equal opportunity in such apprenticeship programs. Voluntary affirmative action in apprenticeship programs has also been approved and endorsed by the United States Supreme Court. The Connecticut labor department, and the Connecticut commission on human rights and opportunities all encourage the inclusion of persons of all ages.

(Effective March 19, 1982)

Sec. 46a-68-2. Definitions

(a) "Commissioner" means the principal administrator directing and controlling all of the labor department activities including the job service program within the employment security division and the apprentice program within the office of job training and skill development.

(b) "Department" means the state of Connecticut labor department. Those units that will be primarily responsible will be the labor department's office of job training and skill development, which administers the apprenticeship program, the Connecticut state apprenticeship council and the apprentice information centers.

(c) "Council" means the nine member Connecticut state apprenticeship council appointed by the governor with equal representation from labor, management and the public, including the deputy commissioner, who advise and recommend to the commissioner and the department standards of apprenticeship and policies of administration.

(d) "Apprenticeship program" shall mean a plan containing all terms and conditions for the qualification, recruitment, selection, employment and training of apprentices as defined by the commissioner's regulation for apprenticeship programs.

(e) "Sponsor" shall mean any duly established firm, association, committee, organization or corporation permanently located within the state of Connecticut with recognized capability to operate an apprenticeship program and in whose name the program is registered and approved.

(f) "Employer" shall mean any establishment which is party to an apprenticeship program employing an apprentice whether or not such establishment is a party to an apprenticeship agreement with the apprentice.

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(g) "CHRO" shall mean the Connecticut commission on human rights and opportunities and its designated representatives administering fair employment practices under chapter 814 (c) of the Connecticut General Statutes, human rights and opportunities.

(h) "Race/ethnic and gender designations"

(1) White (not of Hispanic origin) a person having origins in any of the original peoples of Europe, North Africa or the Middle East.

(2) Minority

(a) Black (not of Hispanic origin): a person having origins in any of the Black racial groups of Africa.

(b) Hispanic: a person of Mexican, Puerto Rican, Cuban, Central or South America or other Spanish culture or origin, regardless of race.

(c) Asian or Pacific Islander: a person having origins in any of the original peoples of the Far East, Southeast Asia, Indian Subcontinent or the Pacific Islands. The area includes, for example, China, Japan, Korea, the Philippine Islands and Samoa.

(d) American Indian or Alaskan Native: a person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.

(3) Female - as referred to in this regulation means either minority or nonminority women.

(i) "Eligibility pools" means a grouping of applicants who meet the qualifications of minimum legal working age; or a grouping of applicants who meet lawful qualification standards in addition to the minimum legal working age, provided that such pool shall be composed of applicants so qualified sufficiently representative of members of protected classes in order to make possible the achievement of goals and timetables.

(j) "Affirmative action" includes procedures, methods and programs, including projection of specific goals and timetables, which encourage the expansion of training opportunities and involve larger numbers of participants from those segments of the labor force where the need for upgrading is the greatest. It includes procedures, methods and programs for the identification, recruitment and training of present and potential minority and female apprentices. It is action which will equalize opportunity in state approved and registered apprentice programs and is not merely passive nondiscrimination.

(k) "Good faith efforts" are a program sponsor's actions to fulfill commitment to achievement of equal opportunity in the recruitment, selection, training and employment of apprentices, its actions to comply with the provisions of its written affirmative action plan and the attainment of its goals. Each case in which good faith efforts are in question shall be considered separately on its merits.

(l) "Goal" means a numerical objective fixed realistically in term of the number of vacancies expected within the sponsor's projected business conditions and planning, keyed to the availability of qualified applicants. A goal shall not be interpreted as a quota.

(m) "Timetable" means a specific reasonable period of time established by the sponsor to measure results within the sponsor's affirmative action plan.

(Effective March 19, 1982)

Sec. 46a-68-3. State of Connecticut authority

The authority for the implementation and adoption of these equal opportunity/affirmative action policies and procedures is vested in the commissioner under

section 31-51d.* Further authority for promotion and enforcement of equal employment opportunities is contained in section 46a-72(d) (formerly section 4-61e(c)), section 46a-75 (formerly section 4-61h), and section 46a-68 (formerly section 4-61s) of the Connecticut General Statutes in order to comply with all responsibilities under the provisions of the Connecticut human rights and opportunities law, Conn. Gen. Stat. chapter 814(c).

* Which requires development of skill training opportunities for disadvantaged workers by inclusion thereof in apprenticeship agreements.

(Effective March 19, 1982)

Sec. 46a-68-4. Equal opportunity standards

(a) **Obligations of sponsors.** Each sponsor of an apprenticeship program agrees to:

(1) Recruit, select, employ and train apprentices during their apprenticeship without discrimination because of race, color, religious creed, sex, mental retardation, marital status, national origin, ancestry, or physical disability, including, but not limited to blindness.

(2) Uniformly apply rules and regulations concerning apprentices, including but not limited to equality of wages, periodic advancement, promotion, assignment of work, job performance, rotation among all work processes of the trade, imposition of penalties or other disciplinary action and all aspects of the administration of the apprenticeship program; and

(3) Adopt an affirmative action plan as required by this regulation and to take affirmative action to provide equal opportunity in apprenticeship.

(b) **Equal opportunity pledge.** Each sponsor of an affirmative action program agrees to include in its standards and its announcement for apprentice openings the following pledge: "The recruitment, selection, employment and training of apprentices during their apprenticeship shall be without discrimination because of race, color, religious creed, sex, mental retardation, marital status, national origin, ancestry or physical disability, including but not limited to, blindness. The sponsor will take affirmative action to provide equal opportunity in applicable laws and regulations."

(c) **Programs presently registered and newly registered sponsors.** Such programs and sponsors shall, within 60 days of the effective date of these regulations, take the following action:

(1) Assure inclusion in the standards of its apprenticeship program the equal opportunity pledge in section 46a-68-4(b).

(2) Adopt and implement an affirmative action plan as required by these regulations, unless section 46a-68-4(d) applies.

(3) Adopt and implement a selection procedure as required by these regulations.

(4) Submit the requested documentation to the department, including copies of its standards, affirmative action plan and selection procedure.

(5) Make documents which support the above available at the worksite for inspection and review by the department.

(d) Sponsors subject to federal laws and executive orders shall be judged in compliance with the requirements of this regulation pertaining to recruitment standards, affirmative action plans and selection procedures if it submits to the department satisfactory evidence that it is already subject to a federal equal employment opportunity program. Satisfactory evidence is defined as a letter from the sponsor's federal compliance review agency indicating that the sponsor's equal employment

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opportunity program has been reviewed and has been found to be in compliance with federal laws and executive orders. Alternatively, if a letter from the federal compliance review agency is unavailable, the sponsor shall send a letter to the department indicating that it has developed an equal employment opportunity program pursuant to appropriate federal laws and executive orders, that to the best of its knowledge it is in compliance with said laws and executive orders.

(e) **Programs with fewer than a total of five apprentices.** A sponsor of a program in which fewer than a total of five apprentices are employed shall not be required to adopt an affirmative action plan under section 46a-68-5 or a selection procedure under section 46a-68-6 provided that such program was not adopted to circumvent, and does not have the effect of circumventing, the requirements of this regulation. Exceptions to this requirement may be granted in accordance with section 46a-68-16.

(Effective October 22, 1982)

Sec. 46a-68-5. Affirmative action plans

(a) **Adoption of affirmative action plans.** A sponsor's commitment to equal opportunity in recruitment, selection, employment and training shall include the adoption of a written affirmative action plan as required by this regulation.

(b) **Outreach and positive recruitment.** Acceptable affirmative action plans should include provisions for outreach and positive recruitment that would reasonably be expected to increase minority and female participation in apprenticeships by expanding the opportunities of minorities and females to become eligible for apprenticeship selection.

Each sponsor shall effectively communicate its equal opportunity policy in such a manner as to foster understanding, acceptance and support among the sponsor's various officers, supervisors, employees and members and to encourage such persons to take the necessary action to aid the sponsor in meeting its obligations under these regulations.

Each sponsor shall disseminate information concerning the nature of apprenticeship requirements, availability of apprenticeship opportunities, sources of applications and explanation of the equal opportunity policy of the sponsor. Such information shall be given as openings in the program arise, to the department and the Connecticut apprenticeship information job service network, which in turn will disseminate it to local schools, women's centers, outreach programs, the permanent commission on the status of women and community organizations which can effectively reach minorities and females in the sponsor's labor market area.

In recognition of the fact that the scope of a particular affirmative action plan will be determined by the size of the apprenticeship program and the amount of a particular sponsor's resources, any individual sponsor will not necessarily be requested to take specific steps in all the areas listed below. However, the affirmative action plan shall set forth those specific steps the sponsor does intend to take. Suggested actions follow:

(1) Each sponsor may cooperate with local school boards and vocational educational systems to develop programs for preparing students to meet the standards and criteria required to qualify for entry into apprenticeship programs.

(2) Each sponsor may make provision in its affirmative action program that those who complete pre-apprenticeship and preparatory trade training programs are afforded equal opportunity to participate in the sponsor's apprentice training program. It is understood that the completion of such training programs in no way

confers favored status upon such applicants, and that those eventually selected for the apprenticeship program will be selected on the basis of merit.

(3) Each sponsor may utilize journeypersons to assist in the implementation of the affirmative action program.

(4) Each sponsor may grant advanced standing or credit on the basis of previously acquired experience, training, skills or aptitude for program applicants.

(5) Each sponsor may admit to apprenticeship programs persons whose age exceeds the usually preferred maximum age for admission to the program providing such individuals possess equal skills and aptitudes as those applicants whose age does not exceed the usually preferred maximum age.

(6) Each sponsor may take any other action needed to ensure the implementation of the objectives of its affirmative action program. Nothing in this section is meant to perform any violation of an existing, valid collective bargaining agreement, so long as such collective bargaining agreement was not written to circumvent or discourage affirmative action in apprenticeship programs and so long as such collective bargaining agreement does not have the effect of circumventing or discouraging affirmative action in apprenticeship programs.

(c) **Department obligations.** The department will provide technical assistance in the development and maintenance of a suitable affirmative action plan. Specifically, the department will:

(1) Provide a model affirmative action plan to be modified to meet the sponsor's employment situation.

(2) Provide, on at least an annual basis, the availability data necessary to maintain and update a sponsor's affirmative action plan.

(3) Provide individual counseling by department personnel to program sponsors with specific problems in the affirmative action plans upon request of such sponsors.

(4) Provide, through its offices, information on a pool of qualified applicants in the geographical area of any program sponsor.

(5) Expand its apprentice information system advisory and coordinating committee to include persons representing community-level organizations and apprenticeship outreach agencies as well as representatives of industry program sponsors.

(6) Expand the development of programs with the state department of education, the state community college system, the state technical college system and local boards of education in establishing trade preparatory classes, work experience foundation studies and pre-apprenticeship training programs to prepare for apprenticeship.

(7) Promote, with program sponsors in selected trades, their participation in the state's apprentice scholarship program or other special projects.

(8) Continue to offer, within the limits of existing funding, financial assistance to program sponsors for special training needs.

(d) **Goals and timetables.** A sponsor shall establish goals and timetables in its affirmative action plan regarding the utilization of minorities and women (minority and non-minority). Goals and timetables shall be related to the following factors:

(1) The size of the working age minority and female population in the program sponsor's labor market area.

(2) The size of the minority and female labor force in the program sponsor's labor market area.

(3) The percentage of minority and female participation as apprentices in the particular craft.

(4) The percentage of minority and female participation as journey persons employed by the employer or employers participating in the program.

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(5) The general availability of minorities and females with present or potential capacity for apprenticeship in the program sponsor's labor market area. Such capacity or potential capacity shall be determined in part by the experience of the department and other outreach agencies.

(e) **Attainment of goals and timetables.** The department recognizes that goals and timetables cannot be inflexibly established or achieved by program sponsors and that each sponsor's goals and timetables must be subject to periods of reevaluation and modification. Compliance with these regulations shall be determined by the department to the degree that (1) a sponsor has met its goals within its timetables or (2) failing that, it has made a good faith effort to meet its goals and timetables. "Good faith effort" shall be as defined in section 46a-68-2(k). The department shall make all data relevant to minority and female labor force characteristics for the sponsor's labor market area, as specified in section 46a-68-5(c), available to all program sponsors.

(Effective March 19, 1982)

Sec. 46a-68-6. Selection of apprentices

Each sponsor shall provide in its affirmative action program that the selection of apprentices shall be made under one of the methods specified in the following paragraphs (a) through (d) of this section, provided that the method chosen be appropriate and sufficient to the achievement of the sponsor's goals and timetables. Whichever method is adopted apprentices shall be selected on the basis of fair, objective and specific qualification standards stated in detail. If a sponsor's selection from the pool is not consistent with its goals and timetables, the sponsor shall be required to demonstrate that the qualification standards for selection are directly related to job performance.

(a) **Selection for a pool of current employees.** The sponsor may select apprentices from a representative eligibility pool of qualified applicants already employed by the program sponsor in a manner prescribed either by an existing collective bargaining agreement between the sponsor and its union or by the sponsor's established promotion policy.

(b) **Selection from a pool of new applicants.** The sponsor may select apprentices from a representative eligibility pool of qualified applicants established through public notice which allows at least a two week application period with at least a 30 day prior notice to the department. Applications may be received at any time prior to a public notice but all applicants must compete for selection preference at the same time. A new public notice and selection procedure may be established for each year's class of apprentices. All interested applicants must reapply.

(c) **Selection from the department's pools.** The sponsor may select apprentices from a representative eligibility pool of qualified applicants established by the department in conjunction with its apprenticeship information system. Each pool will be maintained by the department in cooperation with various apprentice outreach agencies. The department will assure that each pool contains qualified applicants representative of all affected classes. A goal of 20 percent minorities and 40 percent females is established for the pool.

(d) **Alternative selection methods.** The sponsor may select apprentices by any other method providing that the sponsor demonstrates good faith efforts within the intent of these regulations.

(e) **Notification of applicants.** Each applicant will be notified whether or not he has been admitted to the appropriate eligibility pool based on meeting the minimum requirements established by the program sponsor.

(Effective March 19, 1982)

Sec. 46a-68-7. Record keeping

(a) **Sponsors.** Each sponsor shall keep the following records relevant to its apprenticeship program (1) the application of each applicant; (2) the qualifications of each applicant; (3) total applicants, applicants accepted and rejected by race, sex and physical disability; (federal reporting records may be used as a base format) (4) apprentice program information.

(b) **Affirmative action plans.** Sponsors shall review their affirmative action plans for apprenticeship on an annual basis and update them where necessary.

(c) **Qualifications.** Each sponsor must maintain evidence that its qualification standards and selection methods are in accordance with the requirement set forth in section 46a-68-6 herein.

(d) The department will assist the sponsor upon request in establishing the above selection and record keeping procedures.

(e) **Records of the department.** The department shall keep adequate records, including registration requirements, individual program standards and registration records, program compliance reviews and investigations and any other records pertinent to a determination of compliance with this regulation.

(f) **Maintenance of records.**

(1) **Apprentice applications -** Each sponsor shall keep all apprentice applications for at least a one-year period unless a complaint has been filed, in which case it will be retained until the matter is resolved through all possible appeals.

(2) **Applicant flow data** shall be submitted to the department by the sponsor prior to the disposal of applications.

(3) **Program information -** Information relevant to the operation of the apprenticeship program shall be maintained for a period of one year subsequent to the term of the apprenticeship agreement unless a complaint has been filed, in which case pertinent records will be retained until the matter is resolved through all possible appeals.

(Effective March 19, 1982)

Sec. 46a-68-8. Compliance reviews

(a) **Conduct of compliance reviews.** The department will conduct regular reviews of apprenticeship programs to insure compliance with these regulations. Compliance reviews shall be of two types:

(1) A regular audit of each sponsor's program to be conducted as often as department resources and personnel allow, but not more than once in any 12-month period.

(2) A special audit to be conducted when the department has reason to believe such review is warranted. In both cases, the program sponsor will be notified at least one week in advance of the audit so that a mutually convenient appointment can be arranged.

(b) Where a compliance review indicates that the sponsor is not operating in accordance with this regulation, the department shall notify the sponsor in writing of the results of the review and make a reasonable effort to secure voluntary compliance on the part of the program sponsor within a reasonable time before undertaking sanctions under section 46a-68-12. In case of sponsors seeking new registration, the department will provide appropriate recommendations to the sponsor to enable it to achieve compliance for recognition purposes.

(Effective March 19, 1982)

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Sec. 46a-68-9. Non-compliance with equal opportunity requirement

A consistent pattern or practice of non-compliance by a sponsor (or where the sponsor is a joint apprenticeship committee, by one of the parties represented on such committee) with federal and state laws or regulations requiring equal opportunity may be grounds for the imposition of sanctions in accordance with section 12 if such compliance is related to the equal employment opportunity of apprentices and/or graduates of such an apprenticeship program under this regulation. When such a pattern or practice is determined not to be in compliance with applicable laws and regulations, the department shall notify the sponsor that it will be given 60 days to bring its program into compliance with these laws and regulations. The sponsor shall take affirmative steps to assist and cooperate with employees and unions in voluntarily fulfilling their equal opportunity obligations.

(Effective March 19, 1982)

Sec. 46a-68-10. Complaint procedure

(a) Any apprentice or applicant for apprenticeship who believes that he or she has been discriminated against on the basis of race, color, religion, creed, sex, mental retardation, marital status, national origin, ancestry or physical disability, including but not limited to blindness, with regard to apprenticeship or that the equal opportunity standards with respect to his or her selection have not been followed in the operation of an apprenticeship program may, alone, or through an authorized representative, file a complaint with the department. The complaint shall be in writing and shall be signed by the complainant. It must include the name, address and telephone number of the person allegedly discriminated against, the program sponsor involved, and a brief description of the circumstances of the failure to apply the equal opportunity standards provided for in this regulation.

(b) The department will immediately refer all such discrimination complaints to the Connecticut commission on human rights and opportunities for the filing of a separate complaint with that commission pursuant to Conn. Gen. Stat. chapter 814(c). The department will use its good offices to resolve its complaint on an informal basis. All apprenticeship complaints received by the Connecticut commission on human rights and opportunities will be referred to the department to resolve on an informal basis. If the department is not able to resolve complaints informally, the Connecticut commission on human rights and opportunities will implement its regular complaint procedure on the separate complaint filed with it under chapter 814(c). If the department is able to resolve the complaint, the Connecticut commission on human rights and opportunities will determine whether the resolution of the complaint complies with the Connecticut human rights and opportunities law, and will resolve its separate complaint in a manner appropriate to that determination.

(c) The department will notify all applicants and apprentices of the above complaint procedure.

(Effective March 19, 1982)

Sec. 46a-68-11. Adjustments in schedules

If, in the judgment of the department, a particular situation warrants and requires special processing and either expedited or extended determination, it shall take the steps necessary to permit such determination if it finds that no person or party effected by such determination will be prejudiced by such special processing.

(Effective March 19, 1982)

Sec. 46a-68-12. Sanctions

(a) Where the department, as a result of a compliance review or other reason, determines that there is reasonable cause to believe that an apprenticeship program is operating in a discriminatory manner, and corrective action has not been taken by the program sponsor, the department shall immediately undertake corrective action. If compliance is not forthcoming within a reasonable time, then the department shall immediately refer the matter and all pertinent information to the commission on human rights and opportunities for a determination through procedures conducted in accordance with chapter 814c.

(b) Deregistration proceedings shall be conducted either as a result of a compliance review conducted by the department, or as a result of a formal determination by the commission on human rights and opportunities. Deregistration shall be conducted in accordance with the following procedures:

(1) The department shall notify the sponsor, in writing, that a determination of discriminatory practices has been made and that the apprenticeship program will be deregistered based on the compliance review conducted by the department or a formal determination of the commission on human rights and opportunities.

(2) In each case which deregistration is ordered, the department shall make public notice of the order and shall notify the sponsor and the complainant, if any, and the United States labor department. The department shall inform any sponsor whose program has been deregistered that it may appeal such deregistration to the secretary in accordance with the procedures in federal regulations, 29 CFR 30.15.

(Effective March 19, 1982)

Sec. 46a-68-13. Reinstatement of program registration

Any apprenticeship program deregistered pursuant to this regulation may be reinstated upon presentation of adequate evidence to the department that the apprenticeship program will operate in accordance with this regulation in a non-discriminatory manner. Adequate evidence shall include, but not be limited to, a showing that the deficiency has been corrected, either by means of make-whole relief, prospective relief, or such other relief as shall be necessary to operate the program in a nondiscriminatory manner.

(Effective March 19, 1982)

Sec. 46a-68-14. Intimidatory or retaliatory acts

Any intimidation, threat, coercion, or retaliation by or with the approval of any sponsor against any person or persons for the purpose of interfering with a right or privilege secured by Title VII of the Civil Rights Acts of 1964, as amended, Executive Order 11246, as amended, Conn. Gen. Stat. sec. 46a-60(a)(4), or because he or she had made a complaint, testified, assisted or participated in any manner in any investigative proceedings or hearings under this regulation or under the regulations issued by the commission on human rights and opportunities pursuant to Connecticut's human rights and opportunities laws shall be considered noncompliance with the equal opportunity standards of this regulation. The identity of complainants shall be kept confidential except to the extent necessary to carry out the purpose of this regulation including the conduct of any investigation, hearing or judicial proceeding arising therefrom.

(Effective March 19, 1982)

Sec. 46a-68-15. Nondiscrimination

The commitments contained in the sponsor's affirmative action program are not intended and shall not be used to discriminate against any qualified applicant or

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apprentice on the basis of race, color, religion, creed, national origin, sex, mental retardation, marital status, ancestry or physical disability, including but not limited to blindness.

(Effective March 19, 1982)

Sec. 46a-68-16. Requests for exemption

Requests for exemptions from these regulations, or any part thereof, shall be made in writing to the commissioner and shall contain a statement of reasons supporting the request. The department shall consult with the commission on human rights and opportunities before granting such requests. Exemptions may be granted for good cause shown. The department shall notify the United States Labor Department of any such exemptions granted affecting a substantial number of employees and the reason therefor.

(Effective March 19, 1982)

Sec. 46a-68-17. Cooperation with the commission on human rights and opportunities

The department, pursuant to the statutory obligation of Conn. Gen. Stat. sec. 46a-77, shall cooperate with the commission on human rights and opportunities in its enforcement of the requirements of this section and other applicable provisions of state and federal equal opportunity law. The commission on human rights and opportunities will cooperate with the department's efforts to enforce this section and to otherwise comply with the requirements of state and federal equal opportunity law.

(Effective March 19, 1982)

Secs. 46a-68-18—46a-68-29. Reserved

Schedule for Semiannual and Annual Filing of Affirmative Action Plans by State Agencies

Sec. 46a-68-30.

Repealed, September 21, 1984.

Affirmative Action by State Government

Part I

Definitions

Sec. 46a-68-31. Definitions

As used in Sections 46a-68-31 to 46a-68-73, inclusive, of these regulations:

(a) "Adverse impact" means a substantially different rate of selection, generally a selection rate for any group less than four-fifths (4/5) of the rate for the group most favored by the selection device. Smaller differences in selection rate may nevertheless constitute adverse impact where they are significant in a statistical and practical sense or where any group has been discouraged by the user's actions. Greater differences in selection may not constitute adverse impact where the differences are based upon small samples and are not statistically meaningful or where special recruiting or other programs cause the pool of candidates to be atypical of the normal pool of applicants from that group. Where the user's evidence concerning the impact of a selection device indicates adverse impact but is based upon numbers which are too small to be reliable, evidence concerning the impact of the procedure over a longer period of time and/or evidence concerning the impact which the

A. Instructions Budget Summary 1

I. Personnel - Please use a separate line for each person funded – add lines as needed:

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

Example:

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

II. Lines #6 - #13 complete categories as appropriate,

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

IV. Line # 14: Other Expenses are any other types of expense that do not fit into the categories listed.

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

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

VI. Line Item #15 **Administrative and General Costs**, these are defined as those costs that have been incurred for the overall executive and administrative offices of the organization or other expenses of a general nature that do not relate solely to any major cost objective of the overall organization. Examples of A&G costs include salaries of executive directors, administrative & financial personnel, accounting, auditing, management information systems, proportional office costs such as building occupancy, telephone, equipment, and office supplies.

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

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

IX. **3 Year Contract:** **Make three (3) copies of the** budget forms. Please do a full budget for each year of the contract (January 1, 2008 – December 31, 2010), clearly indicating the year on each form and a single composite budget for the entire contract term.

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

B. Budget Justification Schedule B

- I. Please provide a brief explanation for each line item listed on the Budget Summary. This must include a detailed breakdown of the components that make up the line item and any calculation used to compute the amount.
- II. For contractors who have subcontracts, a brief description of the purpose of each subcontract must be provided. Use additional sheets as necessary.

C. Subcontractor Schedule A--Detail

- I. All subcontractors used by each program must be included, if it is not known who the subcontractor will be, an estimated amount and whatever budget detail is anticipated should be provided. (Submit the actual detail when it is available). A separate subcontractor schedule must be completed for each program included in the contract. For example: The contract is providing both a Needle Exchange program and an AIDS Prevention Education Program and Subcontractor "A" is providing services to both program there must be a separate budget for Subcontractor "A" for each.
- II. **Detail of Each Subcontractor:**

Choose a category below for each subcontract using the basis by which it is paid:

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

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

Example A. Budget Basis

Outreach Educator \$20/hr x 20hrs/wk x 50wks	\$20,000
Travel 590 miles @ .44 cents/mile	260
Supplies	500
Total	\$20,760

Example B. Fee for Service:

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

Example C. Hourly Rate:

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

Budget Summary

Category	Amount
Personnel:	
1) Name & Position: _____ ,	
Calculation:	
Fringe Benefit: _____ %	
2) Name & Position: _____ ,	
Calculation:	
Fringe Benefit: _____ %	
3) Name & Position: _____ ,	
Calculation:	
Fringe Benefit: _____ %	
4) Name & Position: _____ ,	
Calculation:	
Fringe Benefit: _____ %	
5) Name & Position: _____ , _____ :	
Calculation:	
Fringe Benefit: _____ %	
6) Travel _____ per mile X _____ miles	
7) Training	
8) Educational Materials	
9) Office Supplies	
10) Medical Materials	
11) Contractual (Subcontracts)***	
12) Telephone	
13) Advertising	
14) Other Expenses (List Below)	
a)	
b)	
c)	
d)	
e)	
f)	
15) Administrative and General Costs	
Total	
Other Program Income:	

*** Complete Subcontractor Schedule A

Budget Justification Schedule B

Line Item (Description)	Amount	Justification including Breakdown of Costs

**Subcontractor Schedule A-Detail
#1**

Subcontractor Name:

Address:

Telephone: () (-)

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

Indicate One: MBE WBE Neither

Line Item	Amount
Total Subcontract Amount:	

#2

Subcontractor Name:

Address:

Telephone: () (-)

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

Indicate One: MBE WBE Neither

Line Item	Amount
Total Subcontract Amount:	

#3

Subcontractor Name:

Address:

Telephone: () (-)

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

Indicate One: MBE WBE Neither

Line Item	Amount
Total Subcontract Amount:	

**STATE OF CONNECTICUT
Department of Social Services**

Request for Proposals

**DSS081507_DM_RFP
Disease Management Project RFP
ADDENDUM # 2**

The State of Connecticut Department of Social Services is issuing the following addendum to the Disease Management Project Request for Proposals.

1. The PROCUREMENT SCHEDULE set forth in Section II B has been **FURTHER** revised as follows:

B. PROCUREMENT SCHEDULE

Milestones	Ending Dates
RFP released	August 15, 2007
Deadline for MANDATORY Letter of Intent no later than <u>3:00 p.m. local time</u>)	September 5, 2007
Deadline for the submission of written questions (no later than <u>3:00 p.m. local time</u>)	September 17, 2007
Anticipated posting of the Department's official responses to questions (Questions/Answers Addendum)	September 25, 2007
Proposals due (no later than <u>3:00 p.m. local time</u>)	November 5, 2007
Review of proposals and recommendations made to the Commissioners	December 10, 2007
Anticipated announcement of awards for contract negotiation	December 17, 2007
Contract negotiations/contract execution	January 15, 2008
Contract commences - Anticipated	February 1, 2008

2. This second addendum serves to further **AMEND** the terms and conditions of the RFP through the publication of the nineteen questions that were inadvertently omitted from the publication of the first addendum and the Department's responses thereto.

Date Issued: October 3, 2007

This Addendum must be signed and returned with your submission.

Authorized Signer

Company Name

Approved _____

Kathleen M. Brennan
State of Connecticut
Department of Social Services
(Original Signature on Document in Procurement File)

NINETEEN ADDITIONAL QUESTIONS SUBMITTED TO DSS081507_DM_RFP – State of Connecticut Disease Management Project Request for Proposal and the Department’s Responses:

1. We appreciate the Department’s interest in building capacity for chronic care management among providers who serve Fee for Service (FFS) and Husky A enrollees. To better understand this approach, it would be helpful to know the extent to which the Department has planned participation incentives or other reimbursement for providers to address the time required to participate in educational activities, complete health assessments and the plan of care, and/or submit data to the Disease Management Organization (DMO). This information will be used to inform our provider communication and outreach strategies, as well as other aspects of our proposal.

A. See response to questions 31 and 37 in ADDENDUM #1 to the DSS081507_DM_RFP, Disease Management Project RFP.

2. RFP, page 3, Section B.1. There seems to be a discrepancy in describing the programs that will be addressed by the DMO. This section first indicates that FFS and Husky A enrollees will participate. Further down the same page, the RFP states in effect that Connecticut Medicaid and SCHIP programs are the target populations; however, SCHIP is referred to on page 2 as Husky B. Please clarify the programs in which target populations are enrolled.

A. The target population is Medicaid FFS, HUSKY A (Medicaid managed care) and HUSKY B (SCHIP).

3. RFP page 3 Section B.1. Can the Department provide the criteria by which eligible enrollees will be identified as belonging to one or more of the target populations, e.g., demographics, diagnosis codes, or other descriptions? Also, how will the Department identify enrollees with the “precursors” to the three target conditions?

A. The resultant contractor and the Department will jointly develop the criteria by which eligible enrollees will be identified. See Section B, subsections 3(a) on page 6 and 8(a) on page 11.

4. RFP page 5, Section 3. This section states-“This Disease Management initiative shall stress prevention of the progression of disease and complications through education, lifestyle changes, improved medical self-management and increased patient and family satisfaction and adherence to proven best practices.” We understand and applaud the expectation that the DMO will deliver a comprehensive educational program on Disease Management to the provider community. On page 6, Section 3.a. the section states, “The selected DMO will support Enrolled Providers and Enrollees through education, data collection and analysis, and feedback.” This section implies that the DMO will be providing education to enrollees. In Appendix XIII on page 88, as well, the RFP requires identification of resources to provide enrollee education and outreach. Please clarify the DMO’s role in direct enrollee outreach and education.

A. It is not the intention of the Department that the DMO provide direct enrollee outreach and education. The DMO will be responsible for providing information and enrollee materials to enrolled providers for use by providers with their enrolled patients.

5. RFP page 5, Section 1.B.3.a. Please confirm that the Department central office is located at 25 Sigourney Street in Hartford, Connecticut for the purpose of determining that the vendor’s location is within 20 miles of the central office.

A. Yes, the Department’s office is located at 25 Sigourney Street in Hartford, Connecticut.

6. RFP page 6, Section 3 b. This section requires a statewide phase-in plan for providers by disease category and/or diagnosis. Could the Department provide a ZIP Code or other regional summary of providers currently serving enrollees with one or more of the three targeted conditions? This information will enable us to make our phase-in plan more specific and responsive. Also, has the Department considered this phase-in approach given that some enrollees may have more than one target condition?

A. This information is not readily available at this time.

7. RFP page 8, Item 5. This section states, “The selected DMO shall be required to initiate routine contact with Enrolled Providers to assess provider compliance and to ensure the Department that Enrolled Providers are informed of the clinical protocols used, that they authorize medically necessary services, and receive feedback about services provided by specialists.” Can the State clarify whether this requirement entails review of specific claims for medical necessity and utilization review of services? A provider’s compliance will have to be measured by some type of benchmark in order to provide accurate feedback to them on the medical necessity of services they are providing. Further clarification on this requirement would be helpful.

A. The DMO is not required to review claims for medical necessity, however, the DMO is required to analyze claims data to assess whether providers followed clinical protocols. In addition to using claims data, bidders should consider and include in their proposals other data collection methods which may be needed to fulfill this requirement.

8. RFP page 8, Section 4. This section outlines the DMO enrollment requirements. This section implies that the DMO will have to maintain an enrollment file on providers who “enroll” in the DM Project. Will the State annotate its MMIS or other Medicaid FFS and Husky A Medicaid provider records that the provider is enrolled in the DM program? Will the DMO have to maintain a separate enrollment record of all providers who are participating in the DM Project?

A. We have not considered annotating the MMIS provider files to include information as to whether or not a Medicaid provider has enrolled in the DM project, but will consider doing so, if necessary.

9. RFP page 9, Section 1.B.5. Are Medicaid participating providers considered enrolled providers until they notify the DMO of their intent to disenroll?

A. No, enrolled providers are not assumed to be enrolled in the DM project by virtue of being Medicaid participating providers. Medicaid participating providers would have to actively and enroll and disenroll from the DM program by notifying the DMO.

10. RFP page 11, Section 1.B.8.b. Will it be possible to receive Medicaid paid claims more frequently than quarterly; for example, weekly or at a minimum, monthly?

A. The Department will entertain making claims data available more frequently than quarterly depending on the need and use of the data.

11. RFP page 29, Section c) Project Manager - To submit a responsive proposal, THE BIDDER SHALL identify a Project Manager who will be responsible for: (1) Implementing and managing the project ;(2) Monitoring and ensuring the performance of duties and obligations under a contract ;(3) The day-to-day oversight of the project and who will be available to attend all project meetings at the request of the Department ;(4) Responding to the Department’s inquiries and other communications related to implementation, operations, and program management of the activities presented in this RFP. Normally, our practice is to have an implementation manager assigned while the project is being implemented and recruit a

permanent Project Manager who will be onboard before the operational 'go live' date. For this position and other key personnel, can the bidder provider interim staffing with a plan to recruit and hire permanent staff members after award? If acceptable, how would the Department review this approach so that bidders proposing to establish a Connecticut team would be evaluated objectively?

A. The Department is amenable to having an implementation team onboard before the operational "go live" date on the condition that there is continuity of some staff after the 'go live' date or that there is a sufficient overlap period during which there is both implementation and permanent staff before the implementation staff is pulled from the project.

12. RFP page 14, Section II.D – Does the Department mean September 5 for receipt of questions rather than September 15?

A. The deadline was extended to September 17.

13. RFP page 24, Section A.6 – Does this requirement apply to bidders who do not presently have a Connecticut worksite before award? Does the requirement also apply to sub-contractors who have a Connecticut worksite?

A. Appendix III – Workforce Analysis is to be completed by those bidders who, at the time of the submission of their response to this RFP, have a Connecticut worksite. It does not apply to subcontractors.

14. RFP page 24, Section A.7.c – Can the Department provide additional information about the apprenticeship program and the extent to which the requirement applies to bidders not currently located in Connecticut?

A. I have requested additional information from the CT Commission on Human Rights and Opportunities. It is expected by October 5. In lieu of holding the responses until that information has been received, we will publish a subsequent addendum to provide the requested information.

15. RFP page 33, Section B.7 – Can the successful bidder be licensed to conduct business in Connecticut at the time of award or by the contract start date?

A. The successful bidder must be licensed in Connecticut by the time of the award.

16. RFP page 35, C – Part One Section 3.1.a – This section states, "Provide the percentage of Medicaid and HUSKY providers who treat members with diabetes, childhood obesity, or cardiac conditions you expect to enroll in your program. Indicate if this varies by geographic area of the state and if so, why." While the RFP provides data on the total number of enrolled providers for FFS and the Husky program, it does not contain demographic data for the providers in the state based on treatment patterns and locations, nor does it identify providers who are serving members of the target populations. Can the Department make available additional medical care utilization data for the three diagnoses (cardiac disease, diabetes and childhood obesity) by provider type and specific areas/counties or ZIP Code? Also, can the Department distinguish duplicate and unduplicated enrollees in these counts?

A. Since this data is not readily available, bidders need only to provide a schedule showing the number of providers they will be targeting, the enrollment goal and the target dates for these goals. Also, include whether the recruitment efforts will be done by geographic area, provider types or a combination and/or other factors.

17. RFP page 75. Appendix III – Since our staff assigned to this program will be recruited from Connecticut after contract award, we will not be able to complete the Workforce Analysis Form Appendix III with the bid as it refers to a Connecticut site. We can, however, provide this form for the corporate location of the bidding entity. We can also complete the work Workforce Analysis Form, Appendix, VII on page 76, answering the questions. Will that be acceptable or do we have to contact small, minority and women business enterprises prior to bid submittal and demonstrate actual intent to subcontract and the amount of service? Also, does the bidder have to provide a written narrative as stated on page 77 in addition to answering the questions on page 76?

A. Appendix III, which is comprised of both pages 75 and 76, should be completed if the corporate location of the bidding entity is in Connecticut. Appendix IV (page 77) must be completed by each bidder regardless of whether the organization is located in the State of Connecticut.

18. Section D, Part Two, Business Cost, 2. Cost/Budget Analysis. This section requests a cost analysis/budget projection for the period beginning January 1, 2008 through December 31, 2010. We have several questions related to the section:

a. Does the Department have a specific format for the Cost Proposal?

A. The Department is finalizing edits to a Budget form. In lieu of holding the responses until that information has been received, we will publish a subsequent addendum to provide the requested information.

b. Typically, personnel costs are considered separately from office expenses. If FTEs are proposed as part of Item a on page 39, what costs should be proposed in Item b, travel and materials, for example?

A. The budget form referenced in the above response should provide you with the information you need. It is expected to be published by week's end.

c. Should bidders propose implementation costs separately from the three year projection?

A. The implementation period is part of the first year of the three year contract period. Therefore implementation expenses should be included in the first year's budget and a separate sheet should be included showing the split between implementation and operations expenses during the first year.

d. Can the Department provide an estimate of the amount of budgeted funds that are available for this project? Are the contract funds subject to annual appropriation or have funds been set aside for planned three year duration of this project?

A. Connecticut operates on a biennium budget. The Department received an appropriation of \$1.5 million for this initiative for SFYs 08 and 09, however, the contract amount will be negotiated between the Department and the successful bidder.

19. A bidder has requested the names of the organizations that submitted a Letter of Intent in accordance the terms of the RFP.

A. AmeriChoice; APS Healthcare; Cardium Health; Community Health Center, Inc.; CSI Solutions; Health & Technology Vector, Inc.; Matria Healthcare; McKesson Health Solutions; Pfizer Health Solutions; Specialty Disease Management Services, Inc.; Solucia, Inc.

STATE OF CONNECTICUT
Department of Social Services

Request for Proposals

DSS081507_DM_RFP
Disease Management Project RFP
ADDENDUM # 1

The State of Connecticut Department of Social Services is issuing the following addendum to the Disease Management Project Request for Proposals.

1. The PROCUREMENT SCHEDULE set forth in Section II B has been revised as follows:

B. **PROCUREMENT SCHEDULE**

Milestones	Ending Dates
RFP released	August 15, 2007
Deadline for MANDATORY Letter of Intent no later than <u>3:00 p.m. local time</u>	September 5, 2007
Deadline for the submission of written questions (no later than <u>3:00 p.m. local time</u>)	September 17, 2007
Anticipated posting of the Department's official responses to questions (Questions/Answers Addendum)	September 25, 2007
Proposals due (no later than <u>3:00 p.m. local time</u>)	October 10, 2007
Review of proposals and recommendations made to the Commissioners	October 11 – November 16, 2007
Anticipated announcement of awards for contract negotiation	November 19, 2007
Contract negotiations/contract execution	November 20 – December 31, 2007
Contract commences - Anticipated	January 1, 2008

2. This first addendum serves to **AMEND** the terms and conditions of the RFP through the publication of sixty-four questions submitted to the Department in accordance with the terms of the RFP and the Department's responses thereto.

Date Issued: September 25, 2007

This Addendum must be signed and returned with your submission.

Authorized Signer

Company Name

Approved _____

Kathleen M. Brennan
State of Connecticut
Department of Social Services
(Original Signature on Document in Procurement File)

SIXTY-FOUR QUESTIONS SUBMITTED TO DSS081507_DM_RFP – State of Connecticut Disease Management Project Request for Proposal and the Department’s Responses:

1. Does the definition of “Disease Management” as used in the RFP include nurse telephonic interventions with enrollees by the DMO?
 - A. No, it does not.
2. Does the definition of “Disease Management,” as used in the RFP, only describe direct provision of services performed by Enrolled Providers?
 - A. Yes, as it is not anticipated that the DMO provide direct services to enrollees.
3. On page 6 of the RFP you indicate the “DMO will not be responsible for the direct provision of disease and case management services to enrollees,” does this mean you will prohibit the DMO from contacting enrollees?
 - A. The design of this initiative places the responsibility for direct provision of disease and case management services to enrollees with the medical provider. The Department is not prohibiting DMO contact with enrollees, however it is anticipated that DMO contact with enrollees be limited to the functions within the scope of the RFP. See answer to question 4 below for additional clarification.
4. Do you envision situations where the DMO will contact enrollees to support them “through education...and feedback.” ?
 - A. The scope of work for this procurement did not envision direct provision of education to enrollees. However, the DMO will be required to measure patient satisfaction and patient compliance with treatment protocols, which may require contact with enrollees. See Sec. IV (C)(1)(l) and (n) on page 36.
5. What services will you have the DMO provide to enrollees?
 - A. See answer to question 4 above.
6. Do you require 24/7 availability of nurse telephonic assistance in this RFP?
 - A. There is no requirement for a nurse telephonic assistance in this RFP.
7. Would the State be open to a model for their disease management program that, in addition to or in lieu of some of those requirements outlined in the proposal, includes the direct provision of services to enrollees?
 - A. Not in the context of this procurement.
8. Would the State be open to a model for their disease management program that, in addition to or in lieu of some of those requirements outlined in the proposal, includes the direct provision of services to enrollees only after the member’s primary care provider has been notified of and provided information related to the participant’s enrollment in the program?
 - A. See response to question 7 above.

9. Section I, A, Pg. 1; Regarding the statement that the Department has “out-stationed employees at participating hospitals and nursing facilities to expedite Medicaid applications,” is it anticipated that the DMO might work collaboratively with these out-stationed employees to improve coordination with participating hospitals and nursing facilities?
- A. No, it is not anticipated that the DMO would work with the Department’s out-stationed employees as their role relates to Medicaid application and enrollment and not service delivery.
10. What role will the Department play in this collaboration?
- A. Not applicable. See response to question 9 above.
11. Section IV, A. Part One – Section One, 1. Transmittal Letter, Pg. 23; Does the Department expect the Bidder to make an affirmative statement for each of the Bidder Assurances (e.g. Cost, Disclosure, Competition, etc.)? Or can the bidder make one statement such as “ The Bidder certifies that in connection with this procurement the following requirements have been met: Cost, Disclosure, Competition, Prior Knowledge, Offer of Gratuities, and Campaign Contribution Restrictions as described in Section II, L. Bidder Assurances on pages 18-19 of the Disease Management Project RFP.”
- A. A single statement that specifies each of the requested certifications would be acceptable.
12. Part One – Section Two, 3. a) (3), Pg. 31; Is the signed release provided by the DMO vendor or by each customer individually? Note it may not be possible to obtain a signed release from each customer over the past five years.
- A. The release should be from the DMO vendor authorizing access to evaluative information pertaining to the vendor.
13. Section IV, B. Part One – Section Two, 3, Pg. 31; The requirements for confidential client information would violate existing contracts we have with our client base. We are unable to provide this level of detail; will this issue disqualify our DMO from the bidding process?
- A. If a bidder is unable to provide requested information because of its confidential nature the bidder’s response must provide a detailed explanation as to why the bidder cannot provide a response. In this particular section the Department is requesting information on the corporate experience of the bidder.
14. Section IV, B. Part One – Section Two, 6, Pg. 33; Please provide further information on the types of activities the State anticipates will be provided from the DMO call center.
- A. The purpose of the call center would be for communication purposes between the provider and the DMO. It is also anticipated that it may be used for the purposes of measuring patient satisfaction and patient compliance with treatment protocols as required in Section IV (C)(1)(l) and (n) on page 36.
15. Section IV, B. Part One – Section Two, 9, Pg. 33; Please provide further clarification as to what the State is requiring in the response to this section. Please provide an example of the type of response required.
- A. This section pertains to the bidders expectations as to support, data or information they may need from the Department to perform the requirements in this RFP.

16. Appendix I; Sections 3.1, 4.4, 4.5, Pgs. 49, 52; May the bidder submit exceptions or requests for clarification relating to Appendix I Mandatory Terms and Conditions as they specifically relate to protection of the bidder's intellectual property in the Ownership provision, scope of the Most Favored Customer provision and prior notice of audits?

A. Please refer to Section II K on page 17 of the RFP which states, “ The bidder’s proposal must include a “Signatory Acceptance” (Appendix II), without qualification, of all terms and conditions as stated in this RFP and the Department’s PSA contract. ***The successful bidder may suggest alternate language after having accepted without qualification the Mandatory Terms and Conditions as specified in the PSA contract.*** The Department may, after consultation with the State of Connecticut Attorney General’s Office and the Office of Policy and Management (OPM), agree to incorporate the alternate language in any resultant contract; however, the Department’s decision is final. Any proposal that fails to comply in any way with this requirement may be disqualified as non-responsive. The Department is solely responsible for rendering decisions in matters of interpretation on all terms and conditions.”

17. Section I, B, 2, Pg. 4; Does the Department have an existing relationship with and/or preference for using the University of Connecticut for some components of provider education?

A. Subcontracts are allowed with Department approval. The review and approval of sub-contractual arrangements will be addressed during contract negotiations with the successful bidder.

18. Section I, B, 2, Pgs. 4-5; Does the Department have experience with provider based Disease Management models?

A. No, the Department does not have direct experience with provider based Disease Management models, although we are aware that this model has been used in some other states and also in a targeted disease management program within Connecticut.

19. Section I, B, 2, Pgs. 4-5; What has the Department seen in results from these programs?

A. See response to question 21 below.

20. Section I, B, 2, Pgs. 4-5; What evidence of success or failure has been demonstrated?

A. See response to question 18 above.

21. Section I, B, 2, Pgs. 4-5; What has led the Department to a provider based model over patient based models?

A. The Department is aware of an initiative whose focus is provider education with regard to a specific chronic disease. This initiative has led to improved compliance with standards of care and subsequent decline in emergency department and inpatient utilization.

22. Section I, B, 2, Pgs. 4-5; What are the philosophical/academic underpinnings of this model?

A. See answer to question 37 below.

23. Section I, B, 2, Pgs. 4-5; What is the current level of adoption in Connecticut for practice improvement?

A. There have been some small scale efforts towards practice improvements which have proven to be successful.

24. Section I, B, 2, Pgs. 4-5; How have providers reacted to this RFP?

A. The Department has not received any feedback from individual providers.

25. Section I, B, 2, Pgs. 4-5; How have providers reacted to previous efforts at Disease Management (either programs directed at physicians and at patients?)
- A. We can't provide a response to this question as the Department's experience with Disease Management has been limited. This question would be better addressed by the bidders in the proposals, based on your experiences.
26. Section I, B, 2, Pgs. 4-5; Has the department experimented with group visits as a method of practice enhancements?
- A. No, the Department has not experimented with group visits.
27. Section I, B, 2, Pgs. 4-5; Is there compensation for these visits?
- A. Not Applicable, see response to questions 26 above.
28. Section I, B, 2, Pgs. 4-5; Does the department have a preference for training providers by practice, community, in-person, electronically, other?
- A. It is up to the bidder to propose a provider training program, which could include multiple approaches.
29. Section I, B, 3, Pg. 6; Does the Department now have or intend to have a Disease Management vendor or in-house unit whose services are directed to individual recipients who are identified by the criteria noted on page 6?
- A. No, the Department does not currently have a Disease Management vendor or in-house unit providing disease management services. However, the managed care organizations participating in the HSUKY program offer these services to varying degrees.
30. Section I, B, 3.b., Pg. 6; What is the number of physicians in unique practices in the State?
- A. Page 86 of the RFP provides information on the number of providers participating in Medicaid and HUSKY. Recruitment would be targeted towards this group and not the total number of practices in the State.
31. Section I, B, 3.c., Pgs. 7-8; Has the State considered offering incentives to increase provider participation and adaptation of this system redesign?
- A. No, we have not. Our expectation is that the model outlined in the RFP will be effective without the need for provider incentives. However, we are not ruling out provider incentives as a future option or alternative depending on the success of this initiative.
32. Section I, B, 4, Pgs. 8-9; Is there an expectation of the number of providers that the DMO will enroll in the program?
- A. Each bidder is expected to include enrollment targets they plan to reach during each phase of the implementation.
33. Section I, B, 4, Pgs. 8-9; What is the Department's experience in enrolling providers in programs like this one?
- A. This is the first of this type of program that the Department is undertaking.
34. Section I, B, 4, Pgs. 8-9; what is the retention level experienced (in current programs) and anticipated in the proposed program?
- A. See responses to question 32 and 33 above.
35. Section IV, C. Part One – Section Three, Pg. 35; What percentage of providers does the Department expect the DMO to engage within the first year?

- A. See response to question 32 above.
36. Section IV, C. Part One – Section Three, Pg. 35; Throughout the initial three-year contract period?
- A. See response to question 32 above.
37. Section IV, C. Part One – Section Three, Pg. 35; Why does the Department believe providers will engage with the DMO in the Disease Management Project?
- A. The Department believes that providers want to provide the best service they can to their patients and through this initiative we hope to provide them with tools to assist them in doing so.
38. Section IV, C. Part One – Section Three, Pg. 35; Is the Department open to a Pay for Performance program or other inducement for provider participation in the program?
- A. See response to question 31 above.
39. Section IV, C. Part One – Section Three, Pg. 35; If so, are there any preferences for how this is structured?
- A. Not applicable, see response to question 31 above.
40. Section IV, C. Part One – Section Three, Pg. 35; Does the Department expect the DMO to offer provider incentives to engage providers?
- A. No, the Department does not expect that the DMO offer provider incentives. The Department is looking to the bidders to include innovative approaches to engage providers in their proposals.
41. Section IV, D. Part Two, 2, Pg. 38; What is the Department’s anticipated budget for the Disease Management Project?
- A. The Department received an appropriation of \$1.5 million for this initiative, however the final contract amount will be negotiated with the successful bidder during contract negotiations.
42. Section IV, D. Part Two, 2, Pgs. 38-39; What type of billing methodology is the Department expecting to use? Flat monthly fee? Price per Provider? Other?
- A. The resultant contract will be a fixed cost contract. Invoicing and payment schedules will be addressed during contract negotiation with the successful bidder.
43. Section IV, D. Part Two, 2; Pgs. 38-39; Our cost structure is proprietary and confidential. Would we be disqualified if we are unable to disclose the full details of our cost components and margin?
- A. Refer to Section II M, page 19 of the RFP – Freedom of Information. The circumstances under which a bidder would be disqualified would be specifically stated in the RFP. However, while a bidders’ failure to completely respond to RFP requirements may not result in a disqualification from participation, incomplete responses will negatively impact the evaluation of the bidders’ submission.
44. Section IV, D. Part Two, 2.b., Pg. 39; Does the Department have an estimated provider incentive budget?
- A. Not applicable. See response to question 31 above.
45. Section IV, C. Part One, Section 3, 1 and 2, Pgs. 36-37; Is there a preferred Electronic Health Record for enrolled providers?
- A. No, not all providers in Connecticut have implemented EHRs.
46. Section IV, C. Part One, Section 3, 1 and 2, Pgs. 36-37; What is the current level of penetration of this EHR?
- A. Not Applicable.
47. Section IV, C. Part One, Section 3, 1 and 2, Pgs. 36-37; What is the penetration for EHRs generally?

A. Not Applicable.

48. Section IV, C. Part One, Section 3, 1 and 2, Pgs. 36-37; Is there a preferred Practice Facilitation platform?

A. Not Applicable

49. Section IV, C. Part One, Section 3, 1 and 2, Pgs. 36-37; What is the current level of penetration for the Practice Facilitation platform?

A. Not Applicable

50. Section IV, C. Part One, Section 3, 1 and 2, Pgs. 36-37; How often will the following files/feeds be updated? (1) provider, (2) eligibility, (3) claims?

A. A file exchange schedule will be developed jointly between the Department and the resultant contractor based on the contractor's proposal and need.

51. Section IV, C. Part One, Section 3, 1 and 2, Pgs. 36-37; What is the layout of these files?

A. The Department expects to develop the file layout jointly with the successful bidder.

52. Section IV, C. Part One, Section 3, 2, Pg. 37; Is providing health information technology to the providers an expected or welcome offering from the chosen vendor?

A. As set forth in the RFP, The intent of this Disease Management initiative is to implement and test *innovative Disease Management models* to meet patient's comprehensive health care needs in an ongoing manner to prevent the progression of disease, avoid medical complication and crises to the greatest possible degree, and assist the patient in maintaining a relatively healthy life. Bidders are welcome to propose innovative models.

53. As we read the RFP, the intent is to hire a DMO to construct a network of participating Physicians who will provide disease management services to clients in the course of the normal physician-patient relationship. While this is a potentially valuable model, we estimate that approximately 4,500 physicians will need to be "contracted" to participate. How does the state intend to achieve this – there does not appear to be any additional compensation proposed for providers. In an environment in CT where the providers are already dissatisfied with their reimbursement levels, the state is asking the providers to undertake additional work with chronic patients, at no additional compensation (beyond their regular fee-for-service charges).

A. The responsibility to contact and encourage participation of Medicaid and HUSKY participating physicians rests with the resultant contractor. It also need to be noted that the Department is in the process of providing substantial fee increases to physicians pursuant to funding appropriated in the State's SFYs 08 & 09 biennium budget. The Department also believes that through participation in this initiative providers are not being asked to undertake additional work, but rather they are being provided with the information, training and tools to support them in their efforts to deliver quality services to their patients.

54. The additional work anticipated from the providers includes participating in the "network" of DM providers, undergoing training, adhering to protocols and guidelines, and possibly installing and using software. All of these factors will be necessary if the model is to be successful, please indicate what support from the state will be available to achieve success in these areas.

A. As stated in the RFP, the Department will provide data, such as provider listing and claims data. The Department will also assist the DMO by issuing the first mailing to providers with information about the initiative with an invitation for them to participate in this initiative. Both the Department and the HUSKY MCOs have contractual relationships with these providers and are willing to entertain changes in the provider contract/agreements to encourage their participation in this initiative.

55. Please describe how the proposed program will relate to the existing disease management programs offered by the Medicaid MCOs? For example, one of the MCOs is operating an obesity program already. Will the new DM program replace or supplement these existing programs?

A. It is anticipated that this initiative will supplement existing MCO DM programs and the Department will facilitate meetings between the DMO and the MCOs for coordination to occur between the two.

56. What role do you envision the current Medicaid MCOs playing in the implementation and operation of the DM program, including using their provider contracts to support the DM program?

A. Although we envision voluntary participation by providers, the department anticipates support for this initiative via revisions to the agreements between the department and the providers and the MCOs and the providers

57. Please confirm that subcontract arrangements are permissible.

A. Subcontract arrangements are permissible with the Department's approval.

58. The department will not entertain proposals from organizations that do not have "disease management experience." Does this require that the organization be in the business of providing nurse-based services or is provision of one or more supporting services (data management, population identification, etc.) sufficient?

A. The Department is looking for an organization that has experience with direct provision of disease management (nurse-based) services and draws on this experience in developing the educational model, assessment tools and treatment protocol recommendations for use by providers.

59. The RFP refers to: "RFP must submit a single proposal to provide Disease Management coverage for all three diagnosis/disease groups." However, a reading of the RFP makes clear that the state is seeking an organization to recruit and manage a network of participating DM providers, educate them in DM processes, provide DM protocols and report to the state. The services sought do *not* appear to include *direct* Disease Management of the population. Please clarify.

A. The proposal must target all three diagnosis/disease groups identified in the RFP, although as stated in the question, it is for the purposes of enrolling and educating providers and providing them with assessment tools and DM protocols, with reporting of outcomes of these efforts to the state.

60. The above issue recurs later in the RFP when the following requested services are described:

"To implement and test Disease Management models for the delivery of health care services for Medicaid eligible recipients with diabetes, cardiac-related conditions or childhood obesity, which may include the following components:

- a. Clinical practice guidelines
- b. Provider and recipient profiling
- c. Specialized (disease-specific) physician and other practitioner care; and
- d. Intensive care management."

Point c. appears to request specialized physician services. Please clarify (elsewhere, it appears that the DMO will not be providing direct physician services). Point d. appears to request an intensive degree of management that could go beyond Disease Management. Please clarify what this means. For example, does it include case management?

A. Subsection c should read as follows: "Specialized (disease-specific) physician and other practitioner care guidelines and protocols".

61. If so, how do you define case management?

A. It is up to the bidders to propose disease management models for use by providers. The bidder may include case management in the model(s) in addition to other components, such as those outlined in a-d above if the bidders so chooses.

62. What other case management services are provided by the plan?

A. This question needs clarification as to the reference to “plan”. If plan refers to the HUSKY MCOs, please see answer to question 54 above.

63. How will they be coordinated?

A. See answer to question 54 above.

64. We are unclear about the identification of patients for DM services. In one part of the RFP there is a reference to the DMO providing the state with criteria for identification. Elsewhere, it appears that the state will be providing data to the DMO. The DMO could, therefore, apply its own criteria (including more frequently than quarterly). Is this within the scope of services?

A. The criteria will be developed jointly between the Department and the DMO. Its anticipated that the Department will then use the criteria to identify individuals who may benefit from disease management. Treating provider(s) contact information would be provided to the DMO along with the list of potential DM candidates for outreach to providers. The Department is open to suggestions from the DMO as to frequency or the potential for the DMO to apply the criteria themselves.

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State of Connecticut Department of Social Services

DISEASE MANAGEMENT PROJECT

Request for Proposals

The State of Connecticut Department of Social Services (Department) is requesting proposals from qualified organizations to implement a Disease Management Project for the Department's Medicaid fee-for-service and HUSKY A recipients.

To be eligible to submit a proposal, bidders **must** submit a mandatory Letter of Intent to the Department that complies with all of the stated requirements set forth in section II C of this RFP no later than **3:00 p.m. local time on September 5, 2007**. Completed proposals must be received at the Department no later than **3:00 p.m. local time on September 28, 2007**. Proposals received after that date and time may be accepted by the Department as a clerical function but will not be evaluated. Those proposals that are not evaluated shall be retained for thirty days after the resultant contract is executed, after which the proposals will be destroyed. **All proposals must be in sealed envelopes clearly identified as "Disease Management Project RFP."**

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

Kathleen M. Brennan
State of Connecticut Department of Social Services
Contract Administration
25 Sigourney Street
Hartford, CT 06106
Telephone: 860-424-5693
Fax: 860-424-4953
Email: Kathleen.Brennan@ct.gov

The Department is an Equal Opportunity/Affirmative Action Employer. Deaf and hearing-impaired individuals may use a TDD by calling 1-800-842-4524. Questions or requests for information in alternative formats must be directed to the Contract Administration Office at 860-424-5693. The Department reserves the right to reject any and all proposals or cancel this procurement at any time if it is deemed in the best interest of the State.

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Acronyms and Definitions

The following acronyms and definitions apply to this Request for Proposals (RFP):

1. **Baseline Payment** - An estimation of the per-capita outlay of Medicaid expenditures for Disease Management Organization enrollees
2. **Care coordination** - Services provided to individuals with chronic or complex medical needs including the process of engaging the individual and family members in the development of service plans, advocacy, coordination of treatment and support services with providers, monitoring of service delivery, and implementation of a service plan
3. **Department** - The State of Connecticut Department of Social Services (Department)
4. **Disease Management** - An integrated, systematic health care management approach to improve patient outcomes and lower medical costs for patients living with specific chronic health conditions
5. **Disease Management Initiative** - Connecticut's Medicaid Disease Management project to which this Request for Proposal (RFP) applies (the Department seeks to contract with Disease Management Organizations to more effectively serve the needs of Medicaid patients with chronic health conditions including diabetes and cardiac and respiratory ailments)
6. **Disease Management Organization (DMO)** - An entity that contracts with the Department to provide Disease Management services
7. **EDS** - Electronic Data Systems
8. **Emergency Services and Care** - The medical screening, examination, and evaluation by a physician, or, to the extent permitted by applicable law, by other appropriate personnel under the supervision of a physician, to determine if an emergency medical condition exists and, if it does, the care, treatment, or surgery for a covered service by a physician necessary to relieve or eliminate the emergency medical condition, within the service capability of a hospital
9. **Enrolled Provider** (aka Disease Management-enrolled provider) - A Medicaid or HUSKY participating provider who participates in the Disease Management project
10. **Enrollee** - A Medicaid recipient who is a patient of a Disease Management-enrolled provider and who is a participant of a Disease

Management Project administered by their Disease Management-enrolled provider

11. **FPL** - Federal Poverty Level
12. **Full-time Equivalent (FTE) Employee** - An individual who works at a given location for forty or more hours per week (such a person constitutes one FTE; persons who work less than forty hours per week are prorated against a forty-hour workweek - for example, an individual working, on average, twenty-four hours per week would constitute 0.6 FTEs)
13. **HUSKY A** - The State of Connecticut's Medicaid managed-care plan for children whose household incomes are at or below one hundred eighty-five percent of the Federal poverty level (FPL) and for families with household incomes at or below one hundred fifty percent FPL
14. **HUSKY B** - The State of Connecticut's managed health insurance for children whose household incomes are above one hundred eighty-five percent FPL (currently families with incomes between one hundred eighty-five percent to two hundred thirty-five percent FPL pay no premiums, those with incomes between two hundred and thirty-five percent to three hundred percent FPL pay modest monthly premiums and families with incomes exceeding three hundred percent FPL pay group premium rates negotiated by the state; HUSKY B is the SCHIP program (State Children's Health Insurance Program)
15. **Medicaid** - The Connecticut Medicaid program including Fee-For-Service and HUSKY A
16. **MCO** - Managed Care Organization
17. **MMIS** - Medicaid Management Information System
18. **OPM** - Office of Policy and Management
19. **Participating Provider** (aka Medicaid or HUSKY participating provider) - A designated Medicaid provider who may deliver health care services to Enrollees
20. **Patients** - Medicaid enrollees who are/have been treated by medical provider (s) or have identified a particular Medicaid provider as their PCP
21. **Primary Care** - The ongoing responsibility for medical care provided at the patient's first point of contact with the health care system (primary care includes treatment of illness and injury, health promotion, identification of

individuals at special risk, prevention, and early detection of serious disease and referral to specialists when appropriate

22. **Primary Care Provider (PCP)** - A Medicaid participating physician, Advanced Registered Nurse Practitioner, Physician Assistant or group provider practicing one of the following specialties: general practice, family practice, pediatrics, internal medicine, obstetrics, or gynecology, or other provider specialty approved by the Department
23. **Recipient** - An individual who has been determined to be eligible to receive Medicaid benefits
24. **RFP** - Request for Proposals
25. **Severity/Acuity**- The extent to which the disease process is becoming extremely serious or crucial; the point to which a disease is reaching a crisis state
26. **Specialist** - A provider whose practice is limited to a particular branch of medicine or surgery, including one who, by virtue of advanced training, is certified by a specialty board as being a qualified expert in that area of medicine

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

A. OVERVIEW OF THE DEPARTMENT

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

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

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

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

MEDICAL CARE ADMINISTRATION

The Department's Medical Care Administration administers, directly or through contractors, the Medicaid Program, State Children's Health Insurance Program (SCHIP), ConnPACE, CADAP, and State-Administered General

Assistance Medical benefits. Connecticut's Medicaid program covers all of the Federal and state mandatory services and thirty-one of the thirty-three optional services in both fee-for-service and managed-care environments.

The Department serves clients with various needs and includes those individuals who are welfare recipients, low-income working families with children, seniors living in communities or nursing homes, adults and children with physical, mental and behavioral health challenges, and children under the care of State of Connecticut Department of Children and Families. Clients may receive services in facilities such as: nursing facilities, chronic disease hospitals, inpatient and outpatient hospitals, clinics, physician offices, dental offices, pharmacies, facilities for persons with intellectual disabilities, and psychiatric hospitals.

MEDICAID AND SCHIP PROGRAMS

The Department's Medicaid and SCHIP funded managed-care program is called HUSKY (Healthcare for Uninsured Kids and Youth). HUSKY A is a Medicaid program for children whose household incomes are at or below one hundred eighty-five percent of the Federal poverty level (FPL) and for families with household incomes at or below one hundred fifty percent FPL. HUSKY B is the SCHIP program for children whose household incomes are above one hundred eighty-five percent FPL. Currently families with incomes between one hundred eighty-five percent to two hundred thirty-five percent FPL pay no premiums, those with incomes between two hundred thirty-five percent to three hundred percent FPL pay a modest monthly premium, and families with incomes exceeding three hundred percent FPL pay the group rate premium negotiated by the state. The HUSKY Plus program is additional coverage available to children who are enrolled in HUSKY B and have intensive physical needs.

HUSKY A-covered services are the same as the Medicaid-covered services. The HUSKY B program and its co-payment structure are modeled after the Connecticut state employee benefit program.

Currently, the Department contracts with four MCOs to administer the HUSKY A program and three MCOs to manage benefits for HUSKY B. Some MCOs subcontract with other companies to administer certain benefits including dental and pharmacy benefits. Behavioral Health Services are being administered through an ASO arrangement under the Connecticut Behavioral Health Partnership (CT-BHP).

Many adult Medicaid recipients, including those that are aged, blind, or disabled, remain in the Medicaid Fee-for-Service program that is administered directly by the Department. Department employees conduct utilization review,

with the exception of general hospital inpatient services that are reviewed by a Department utilization review contractor. All claims for the Medicaid Fee-for-Service program are paid by the Department Medicaid Management Information System (MMIS) claims vendor.

B. OVERVIEW OF THE PROJECT

1. PURPOSE

The State of Connecticut Department of Social Services (Department), is requesting proposals from qualified organizations to implement a Disease Management Project for the Department's Medicaid fee-for-service and HUSKY A recipients.

This Request for Proposals (RFP) presents an exceptional opportunity for organizations with experience and knowledge of Disease Management services. The Department will not review proposals received from organizations/individuals that have no Disease Management service experience.

The intent of this Disease Management initiative is to implement and test innovative Disease Management models to meet patient's comprehensive health care needs in an ongoing manner to prevent the progression of disease, avoid medical complication and crises to the greatest possible degree, and assist the patient in maintaining a relatively healthy life.

This Disease Management initiative will test the feasibility of improving health outcomes among individuals enrolled in CT Medicaid and SCHIP programs who have been diagnosed and are living with one of three specific diagnoses: cardiac disease, diabetes, or childhood obesity or who have precursor conditions to any of the three specific diagnoses. All three disease groups targeted in this initiative are treatable, and with prompt, appropriate treatment and ongoing case management, morbidity and mortality for recipients living with these conditions can be reduced. Respondents to this RFP must submit a single proposal to provide Disease Management coverage for all three diagnosis/disease groups.

2. OBJECTIVES

The objectives of this Disease Management initiative include the following:

- a) Through provider training and education, enhanced delivery of services for individuals living with diabetes, cardiac-related conditions, or childhood obesity that will result in:
 - (1) improved medical care
 - (2) improved self (physical, hygiene, stress) care
 - (3) improved health outcomes
 - (4) reduced inpatient hospitalization
 - (5) lower total medical costs and
 - (6) better educated providers and consumers.
- b) To educate enrolled providers and provide them with tools to identify patients at risk of developing the condition or who have precursor conditions to prevent the progression of such conditions to full disease manifestation.
- c) Provider education and training shall include:
 - (1) Training on severity and risk assessments of the patient and interventions designed to improve recipient compliance with recommended interventions and prevent acute events and disease progression.
 - (2) Training on determining baseline assessments which may consist of screening including verification of the diagnosis, and documentation of complications and severity of the patient's illness with stratification of patients into severity levels (for example, mild, moderate or severe).
 - (3) Training on interventions, which include implementation of standard clinical guidelines across participating practices for recommended treatments for the disease, specific to that patient's severity level. These interventions should include patient and provider

education focusing on self-management by the patient. Outcome measurements with feedback to enrolled providers on a scheduled basis are also expected.

- d) To implement and test Disease Management models for the delivery of health care services for Medicaid eligible recipients with diabetes, cardiac-related conditions or childhood obesity, which may include the following components:
 - (1) Clinical practice guidelines
 - (2) Provider and recipient profiling
 - (3) Specialized (disease-specific) physician and other practitioner care; and
 - (4) Intensive care management.

3. **PROGRAM DESIGN AND REQUIREMENTS**

This Disease Management initiative shall stress prevention of the progression of disease and complications through education, lifestyle changes, improved medical self-management and increased patient and family satisfaction and adherence to proven best practices. This Disease Management initiative may include specialized (disease-specific) physicians and other practitioners, recipient and provider profiling, provider education, clinical practice guidelines, improved claims analysis, and intensive case management focusing on improved health management.

This Disease Management initiative places no new obligations on Enrollees to use certain Medicaid participating providers. Beyond the existing requirement that the primary care provider be used as the initial point of contact for all routine and specialty care needs, Medicaid enrollees will continue to have free choice of Medicaid participating providers or their HUSKY MCO provider network. Bidders selected to implement a Disease Management Project for the Department shall be known as the Disease Management Organization (DMO) and shall be required to comply with the following:

a) **DMO Responsibilities**

The selected DMO must have an office in the State of Connecticut within a twenty-mile (20) radius of the Department Central Office.

The selected DMO will not be responsible for the direct provision of disease and case management services to enrollees. The role of the selected DMO will be to develop innovative and effective Disease Management models and tools and train Enrolled Providers on the effective implementation and provision of Disease Management services. In addition to the development of an assessment tool for use by Enrolled Providers, the selected DMO will develop criteria to be applied by the Department against claims data for identification of clients who may be candidates for Disease Management. The selected DMO will support Enrolled Providers and Enrollees through education, data collection and analysis, and feedback.

b) **Service Area Requirements**

The selected DMO shall be required to provide outreach and education to address any or all of the diagnosis/disease groups covered under this RFP. Outreach and education services must be available to Enrolled Providers statewide. To be considered responsive, a bidders' proposal must include a phase in plan of how the Disease Management project will be rolled out to Enrolled Providers statewide by disease category/diagnosis.

c) **General Operational Functions Required of DMOs**

1. The selected DMO shall, at a minimum, be required to administer and monitor each of the following DMO program components. Therefore, a responsive proposal must demonstrate the bidders' experience and capability to:

- a. Conduct provider profiling
- b. Track providers contacted, trained, participating in the Disease Management initiative
- c. Provide provider education and outreach
- d. Provide practice guidelines to Enrolled Providers
- e. Provide/recommend the use of validated assessment tools to determine severity/acuity levels
- f. Collect and analyze data from Enrolled Providers
- g. Monitor, review, and report health care outcomes and patient satisfaction with the protocol driven care
- h. Review and measure utilization, costs, and process outcomes
- i. Provide feedback to Enrolled Providers and the HUSKY MCOs
- j. Develop and provide reports to at a minimum to the Department
- k. Demonstrate ability to financially manage the DMO project and
- l. Address complaints

2. The selected DMO shall be required to develop care plan templates that can be individualized in practices; and educate and train Enrolled Providers about care coordination for the improved health management of clients with a diagnosis of diabetes, childhood obesity, or cardiac diseases. Training must include how to develop a care plan for each Enrollee participating in the Disease Management initiative after

assessment(s) by the Enrolled Provider have been completed. The Disease Management model must emphasize preventive health care approaches and include critical aspects of Disease Management that empower Enrollees to make wiser health care decisions.

3. The selected DMO shall have demonstrated expertise with utilization of treatment guidelines and protocols that have been developed by experts in the Disease Management field and ensure high quality, cost-effective care delivery. The protocols must demonstrate familiarity with current best practices or evidence-based technologies, treatments and literature regarding the most current approaches and methodologies for Disease Management.
4. The selected DMO shall be required to obtain the Department's approval of clinical guidelines and once approved, disseminate the same.
5. The selected DMO shall be required to initiate routine contact with Enrolled Providers to assess provider compliance and to ensure the Department that Enrolled Providers are informed of the clinical protocols used, that they authorize medically necessary services, and receive feedback about services provided by specialists.
6. The selected DMO may choose to develop relationships with hospitals, home health agencies, pharmacies, or other providers to the degree that such relationships may enhance the DMO's ability to achieve cost savings and clinical improvements and care. The selected DMO will not have the authority to alter the medication policies and practices of the MCOs, CT-BHP or Medicaid from its present status, unless as amended by the Department.

4. Enrollment Sources

- a) The Department maintains a list of health care providers that participate with HUSKY or serve the Fee-for-Service population. This information includes location, provider type, and specialty. The MCOs maintain lists of health care providers that contract with them to provide services to their HUSKY members. Appendix XII provides a summary of the number of providers enrolled in Medicaid Fee-for-Service and HUSKY A within the types and specialties that may enroll

for participation in the Disease Management Project. Medicaid and HUSKY participating providers may voluntarily enroll with the DMO to participate in this Disease Management initiative, however, the selected DMO shall be required to conduct direct and general outreach activities to encourage participation.

b) Direct Outreach to Identified Providers:

(1) The Department will send Medicaid and HUSKY A providers, both primary care physicians and specialists, initial information during implementation, regarding the Disease Management Project and inform them of how their Medicaid enrolled recipients with one or more of the specific diagnosis can benefit from the program. All subsequent contacts to recruit providers will be the responsibility of the DMO selected through this procurement.

(2) The Department will provide the selected DMO with a list of providers including PCPs, cardiologist, and other relevant provider types as specified by the DMO. The list will include the provider name, address and telephone number, provider type and specialty. The lists of providers will be updated on a schedule agreed upon by the Department and the DMO to assist the DMO in outreach efforts. The DMO shall be required to document the nature and result of outreach attempts. At least one attempt must involve a DMO representative speaking directly to the provider or facility or provider office staff, either by telephone or in person. Informational mailings can count as an additional attempt. Answering machine or voice mail messages, in either direction, do not satisfy the requirements above.

c) General Outreach - The selected DMO shall be permitted to conduct general outreach efforts. These efforts may include, but are not limited to, the use of flyers, posters, or attendance at seminars to educate the Medicaid provider community about the Disease Management initiative.

5. **Disenrollment**

Providers may voluntarily disenroll from a DMO program by notifying the DMO. The DMO will capture, track, and trend the reason or reasons Enrolled Providers elect to terminate their participation in the program.

6. Services to Providers

- a) To ensure high quality and cost-effective care delivery, the selected DMO shall be required to provide medical practitioners and participating specialty physicians with treatment support and access to the DMO's clinical practice guidelines and protocols as developed by leading experts. Provider services shall include
 - 1) Education on treatment guidelines for all targeted physicians, specialists and other providers
 - 2) Training on developing recipient care plans
 - 3) Feedback on recipient compliance (from claims data analysis)
 - 4) Feedback on patient satisfaction
- b) New technologies within treatment protocols may lead to both improved health care outcomes and better cost management therefore, the selected DMO shall be required to keep apprised of new technologies and treatments and to share information about evidence-based treatments and technologies with participating primary care and specialty providers.

7. Reporting Requirements

- a) The selected DMO will be required to measure the quality of care by evaluating both patient outcomes and patient satisfaction levels. These evaluations may include patient medical record review, claims and administrative data review as well as patient surveys including self-assessments.
- b) The selected DMO shall be required to present to the Department and the Department shall be required to approve all proposed measurement instruments, including patient satisfaction and assessment surveys (and survey methodology) prior to their use and/or dissemination.
- c) The selected DMO shall be required to submit to the Department quarterly reports within thirty days after the end of each quarter. The quarterly reports must document certain outcome and process measures and include the following:
 - (1) Number of participating providers, by type and specialty
 - (2) Number of Enrollees served by participating providers, by diagnosis, disease state, and other relevant demographic data

- (3) Number of Enrollees newly diagnosed and participating in Disease Management/ or with a Disease Management plan;
 - (4) Number of training sessions and number of providers trained
- d) The selected DMO must submit to the Department cumulative annual data within thirty days after the end of the reporting year. The annual report must address the following:
- (1) Results of patient knowledge and satisfaction surveys
 - (2) Provider turnover
 - (3) Current number of Enrollees in each severity level
 - (4) Number of Disease Management Enrollees in participating medical practices moving between severity levels: increase in severity level, decrease in severity level or maintained severity level and average length of stay in previous level
 - (5) Clinical outcome measures as set forth in Appendix XI
 - (6) HEDIS based measures specific to each diagnosis/disease state
- e) The selected DMO may have additional outcome and process measures in place or develop measures beyond those required by the Department. The content and timing of required data exchanges between the Department and DMO will be finalized during the contract negotiation process.

8. Department Reporting

- a) The Department shall provide the selected DMO with a quarterly file of clients who, from administrative data, have been identified as having characteristics of a diagnosis/disease of at least one of the three designated diagnosis/disease states. The file will be generated by the Department based on mutually agreed upon criteria and will include the client's name, address, and telephone number and the names and telephone numbers of identified physicians who have recently cared for the client ;
- b) The Department shall provide the selected DMO with quarterly paid claims information on all Disease Management Enrollees, including,

but not limited to hospitalizations, pharmacy, emergency room visits, and other service data.

9. Data Use and Disclosure

- a) The Department maintains ownership of the data sets and all patient records used in this project.
- b) All data sets and reports supplied to or prepared by the selected DMO must be returned to the Department upon request.
- c) No data (such as utilization and trends) shall be disseminated, published or incorporated into a separate central database or warehouse by the selected DMO without the express prior written consent of the Department.
- d) The Department will be allowed to download DMO data on an ad-hoc basis for analysis.
- e) The DMO may not use the data for marketing purposes without the expressed prior written consent of the Department.
- f) The data are to be used solely for this project.

SECTION II - OVERVIEW OF THE PROCUREMENT PROCESS

A. ISSUING OFFICE

The State of Connecticut Department of Social Services is issuing this Request for Proposal (RFP), through the Department's Office of Contract Administration. This office is the only contact in the State of Connecticut for this competitive bidding process. The address of the issuing office is:

Kathleen M. Brennan
State of Connecticut Department of Social Services
25 Sigourney Street Hartford, CT 06106
Telephone: 860-424-5693 Fax: 860-424-4953
Email: Kathleen.Brennan@ct.gov

All questions, comments, proposals and other communications with the State regarding this RFP must be submitted in writing in sealed envelopes or sealed boxes clearly identifying, "Disease Management Project RFP".

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

B. PROCUREMENT SCHEDULE

Milestones	Ending Dates
RFP released	August 15, 2007
Deadline for MANDATORY Letter of Intent no later than <u>3:00 p.m. local time</u>)	September 5, 2007
Deadline for the submission of written questions (no later than <u>3:00 p.m. local time</u>)	September 5, 2007
Anticipated posting of the Department's official responses to questions (Questions/Answers Addendum)	September 12, 2007
Proposals due (no later than <u>3:00 p.m. local time</u>)	September 28, 2007
Review of proposals and recommendations made to the Commissioners	To be determined
Anticipated announcement of awards for contract negotiation	To be determined
Contract negotiations/contract execution	To be determined
Contract commences - Anticipated	January 1, 2008

The dates for review of proposals and recommendations to Commissioners, the anticipated announcement of awards for contract negotiation, and contract negotiations/contract execution will be determined as this procurement progresses. These dates are based on factors that include, but may not be limited to, number of Letters of Intent received, number of proposals received, and time required to review and score proposals. Dates will be posted in the form of an Addendum to this RFP on the State Procurement/Contracting Portal at www.das.state.ct.us/Purchase/Portal_home.asp.

C. MANDATORY LETTER OF INTENT (LOI)

Interested Bidders are required to submit a Mandatory Letter of Intent (LOI) to the Issuing Office to advise the Department of their intention to present a proposal in response to this RFP. The LOI must comply with all of the requirements set forth herein and be received by the Issuing Office no later than 3:00 p.m. local time on September 5, 2007.

The LOI may be faxed or emailed to the Issuing Office. While the Letter of Intent is non binding, an interested bidder **MUST** submit a letter of intent before the date and time set forth herein in order for the Bidders proposal to be reviewed and evaluated. The LOI must include the following information:

1. the name, telephone number, fax number, and email address of the bidder's contact person for matters related to this procurement;
2. a statement certifying that the bidder's proposal shall address Disease Management coverage for all three diagnosis/disease groups;

3. a statement certifying that the bidder's proposal will address Disease Management coverage on a statewide basis; and
4. a statement certifying that the bidding organization has Disease Management services experience that will be described in the bidders' response.

A LOI that fails to include the required information and certifications will be considered as unresponsive and not accepted. **It is the bidders' responsibility to confirm the Issuing Office's receipt of a LOI.**

D. **BIDDER'S QUESTIONS**

The Department will accept written questions submitted by **3:00 pm on September 15, 2007**. Written questions may be sent via email or facsimile to meet this deadline. The Department will only respond to those questions submitted in writing by the stated deadline. Submit questions to: Kathleen M. Brennan by facsimile (860-424-4953) or email (Kathleen.Brennan@ct.gov). The issuing office will respond to only those questions that meet the deadline and criteria listed above. Official responses to all questions will be posted in an amendment to this RFP in the form of an addendum to this RFP, posted on the State Procurement/Contracting Portal www.das.state.ct.us/Purchase/Portal/Portal_home.asp. The tentative posting date for the addendum is September 12, 2007. In addition to the posting of the questions and Department responses, the first addendum will include the Department's anticipated date for the announcement of the successful bidder, the schedule of contract negotiations and the proposed contract start date. It is solely the Bidder's responsibility to access the State Procurement/Contracting Portal to obtain any and all addendums or official announcements pertaining to this RFP. **A responsive proposal must include a signed acknowledgment of the receipt of each the addendums to this RFP that are posted to the State Contracting Portal prior to the Proposal submission date.**

E. **EVALUATION AND SELECTION**

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

F. **CONTRACT EXECUTION**

The contract developed as a result of this RFP is subject to State contracting procedures. These procedures include approval of the State of Connecticut

Attorney General's Office. Note that contracts become executed upon the signature of the Attorney General. No financial commitments can be made until and unless the contracts have been approved by the Attorney General. The Attorney General reviews the 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 contacting the Office of Contract Administration in writing at the address previously provided. Debriefing will not include any comparisons of unsuccessful proposals with other proposals.

H. RIGHTS RESERVED

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

1. Cancellation - Cancel this procurement at any time prior to the contract award
2. Amendment of procurement - Amend this procurement at any time prior to contract award
3. Refusal to accept - Refuse to accept or return accepted proposals that do not comply with procurement requirements
4. Rejection of incomplete proposal - Reject any proposal in which any part of the proposal is incomplete or in which there are significant inconsistencies or inaccuracies (the State reserves the right to reject all proposals)
5. Prior contract default - Reject the proposal of any bidder in default of any prior contract or for the misrepresentation of material presented
6. Receipt of proposals after due date and time - Reject or refuse to evaluate any proposal that is received after the stated deadline
7. Written clarification - Require bidders, at their own expense, to submit written clarification of proposals in a manner or format that the Department may require

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

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

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

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

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

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

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

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

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

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

17. Privileged and confidential information - Share the contents of any proposal with any of its designees for purpose of evaluating proposals to make an award (the contents of all meetings including the first, second, and any subsequent meetings and all communications in the

course of negotiating and arriving at the terms of the contract shall be privileged and confidential)

18. Best and Final Offers - Seek Best and Final Offers (BFO) on price from bidders upon review of the scored criteria (in addition, the Department reserves the right to set parameters on any BFOs it receives)
19. Unacceptable proposals - Reopen the bidding process if the Department determines that all proposals are unacceptable

I. PROPOSAL PRESENTATION EXPENSES

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

J. PROPOSAL DUE DATE AND TIME

The Issuing Office must receive proposals no later than 3:00 p.m. local time on September 28, 2007. The Department will not consider a postmark date as the basis for meeting any submission deadline. Bidders should not interpret or otherwise construe receipt of a proposal after the closing date and time as stated herein as acceptance of the proposal, since the actual receipt of the document is a clerical function. The Department suggests the bidder use certified or registered mail to deliver the proposal when the bidder is not able to deliver the proposal by courier or in person. Bidders that are hand-delivering proposals will not be granted access to the building without photo identification and should allow extra time for security procedures. Bidders must address all RFP communications to the Issuing Office.

K. ACCEPTANCE OF PROPOSAL CONTENTS

If acquisition action ensues, the contents of this RFP and the proposal of the successful bidder will form the basis of contractual obligations in the final contract. The resultant contract will be a Personal Services Agreement (PSA) between the successful bidder and the Department. Standard terms used in the Department's PSA contracts appear in Appendix I. The final PSA will also describe the services to be provided including agreed upon deliverables and/or outcomes and measures. The resultant contract terms will be based upon the terms and conditions in this RFP and the successful bidder's proposal. The bidder's proposal must include a "Signatory Acceptance" (Appendix II), without qualification, of all terms and conditions as stated in this RFP and the Department's PSA contract. The successful bidder may suggest alternate language after having accepted without qualification the Mandatory Terms and Conditions as specified in the PSA contract. The Department may,

after consultation with the State of Connecticut Attorney General's Office and the Office of Policy and Management (OPM), agree to incorporate the alternate language in any resultant contract; however, the Department's decision is final. Any proposal that fails to comply in any way with this requirement may be disqualified as non-responsive. The Department is solely responsible for rendering decisions in matters of interpretation on all terms and conditions.

The term of the resultant contract shall be for a minimum of three-years in duration commencing with the date of the contract execution. Contract deliverables will come from specifications outlined in this RFP and through the contract negotiation process.

The contract issued as a result of this RFP shall constitute the entire agreement between the Department and the resultant contractor. In the event of a conflict between any provision of the RFP, which has not been otherwise modified in contract negotiations, and any other contract documents, the RFP provision shall prevail. The Department reserves the right to reject proposals for any reason, including, but not limited to, any proposals not conforming to the requirements of the RFP and any proposal deemed not to be in the best interest of the Department.

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 prior to actual receipt of this RFP and had no part in RFP development.
 - e) Offer of gratuities - The bidder certifies that no elected or appointed official or employee of the State of Connecticut has or will benefit financially or materially from this procurement. Any resultant 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 contractor, the contractor's agent, or the contractor's employees.
 - f) Campaign contribution restrictions - The bidder certifies that receipt of SEEC Form 11 – Appendix X.
- 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 from the Department for press releases that relate in any manner to this RFP or any resultant contract.
 - 4. Restrictions on communications with Department staff - The bidder agrees that from the date of release of this RFP until the Department makes an award, that it shall not communicate with the Department's staff on matters relating to this RFP except as provided herein through the Issuing Office. Any other communication concerning this RFP with any of the Department's staff may, at the decision of the Department, result in disqualification of that bidder's proposal.

M. FREEDOM OF INFORMATION

Due regard will be given to the protection of proprietary information contained in all proposals received; however, bidders should be aware that all materials associated with this procurement are subject to the terms of the Freedom of Information Act (FOIA), the Privacy Act, and all rules, regulations, and interpretations resulting therefrom. The Bidder shall be required to provide convincing explanation and rationale to justify each exception from release consistent with §1-210 of the Connecticut General Statutes to claim proprietary exemption.

It will not be sufficient for bidders to merely state generally that the proposal is proprietary in nature and therefore not subject to release to third parties to

claim an exemption. Price and cost alone do not meet exemption requirements. The particular pages or sections of the proposal that a bidder believes are proprietary must be specifically identified as such. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the bidder that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the above-cited statute.

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

N. AFFIRMATIVE ACTION

Regulations of Connecticut State Agencies §46a-68j-3(10) requires agencies to consider the following factors when awarding a contract that is subject to contract compliance requirements: the applicant's success in implementing an affirmative action plan; the applicant's success in developing an apprenticeship program complying with §46a-68-1 to 46a-68-17 of the Connecticut General Statutes, inclusive; the applicant's promise to develop and implement a successful affirmative action plan; the applicant's submission of EEO-1 data indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area; and the applicant's promise to set aside a portion of the contract for legitimate small contractors and minority business enterprises (See CGS 4a-60).

O. CONTRACT PERIOD

The Department requests proposals for Disease Management services for the period of January 1, 2008 through December 31, 2010 according to the requirements set forth in this RFP. There will be a three-year contract with the option for two one-year extension at the discretion of the Department.

SECTION III - GENERAL PROPOSAL REQUIREMENTS AND STRUCTURE

A. GENERAL PROPOSAL REQUIREMENTS

Bidders must adhere to the Department's rules as established in this RFP for proposal consideration, format, and content. The Department requires each bidder, at a minimum, to clearly describe how the specifications in this RFP will be met. The proposal structure requirements and the proposal content requirements are listed below.

B. INSTRUCTIONS FOR PROPOSAL STRUCTURE

1. Delivery Condition - An original (clearly marked) and six exact, legible copies of the proposal must be submitted in clearly identified (“Disease Management Project RFP”) sealed envelopes or sealed boxes by the deadline. In addition, one exact electronic copy 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 has structured the proposal submission requirements into two distinct parts. Part One has three distinct sections: Transmittal Communication, Forms and Acceptances; Organizational Capacity and Structure; and Scope of Services. Part Two is the Business Cost Section. Part Two must be separate from Part One, presented in a separate binder, clearly marked Part Two – Business Cost Section.
3. Proposal Construction -
 - a) Binding of Proposals - The Bidders shall submit their proposal in two parts, each in a format that will allow updated pages to be easily incorporated into the original proposal. An original (clearly marked) and six exact, legible copies of both parts of the proposal must be submitted in loose leaf or spiral-bound notebooks with the official name of the organization appearing on the outside front cover of each binder and on each page of the proposal (location is at the discretion of the bidders).
 - b) Tab Sheet Dividers - A tab sheet keyed to the Table of Contents (TOC) must be included in each part to separate each section of the proposal. The title of each section must appear on the tab sheet.
 - c) Table of Contents (TOC) - Each part of a bidders proposal must incorporate a TOC. It is through this TOC that the Department will evaluate conformance to uniform proposal content and format.
 - d) Cross-referencing RFP and Proposal - Each section and part of the proposal must cross-reference the appropriate section and/or part of this RFP that is being addressed. This will allow the Department to determine uniform compliance with specific RFP requirements.

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

Proposals which do not meet all requirements of this RFP or which fail to provide all required information, documents, or materials will be rejected as non-responsive. Material requirements of the RFP are those set forth as mandatory or without which an adequate analysis and comparison of proposals are impossible, or those which affect the competitiveness of proposals.

Bidders whose proposals, past performance or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of the contract may be rejected as non-responsive. The Department reserves the right to determine which proposals meet the material requirements of the RFP and which bidders are responsive.

1. The use of the terms "shall," "must," or "will" (except to indicate the future) in this RFP, indicates a mandatory requirement or condition.

2. The words “should” or “may” in this RFP indicate desirable attributes or conditions, but are permissive in nature. Deviation from, or omission of, such a desirable feature will not in itself cause rejection of a proposal.

A. **PART ONE - SECTION ONE: TRANSMITTAL COMMUNICATION, FORMS, AND ACCEPTANCES**

Each response must include an original (clearly marked) and six (6) exact copies clearly identified as “Disease Management Project RFP” in the order specified below. One exact electronic copy (floppy or compact disk in non-PDF format) must be submitted with the original as well. Those required documents that cannot be converted into electronic format may be excluded from the electronic copy.

1. Transmittal Letter - The original proposal (clearly marked) and all copies must include a Transmittal Letter limited to one page, which addresses bidder assurances for independent price determination, the identification of any proprietary information and the following identifying information:
 - a) Full Legal name of the corporation and address.
 - b) Federal Taxpayer Identification Number
 - c) Name, title, and telephone number of the individual with authority to bind the bidder to sign a contract with the Department
 - d) Name, title, telephone number, and email address of the bidder’s principal contact to receive amendments to the RFP and requests for clarification
2. Table of Contents (TOC) - Include a TOC for the entire proposal (Parts One and Two) beginning with the Executive Summary including all appendices.
3. Executive Summary - limited to three pages that summarizes the contents of the proposal and includes a statement certifying the organization’s experience, specifying the length of time, with the provision of Disease Management services. The Department will not review proposals received from organizations/individuals that have no Disease Management service experience. If the bidding organization will be proposing the use of subcontractor(s), the Executive Summary must state that information, identify each proposed subcontractor and

provide a concise statement regarding the services the subcontractor will be performing.

4. Addendum Acknowledgements – The Bidder shall include the signed acknowledgement of their receipt of any and all Addendums issued for this RFP.
5. Procurement and Contractual Agreements Signatory Acceptance (Appendix II) – The Bidder shall provide a signed Acceptance Statement, without qualification, of all Mandatory Terms and Conditions (Appendix I).
6. Workforce Analysis Form (Appendix III) - Bidders with Connecticut worksites must complete this form.
7. Contract Compliance - Notification to Bidders Form (Appendix IV) – A responsive proposal must include a summary of the bidder's affirmative action plan and the bidder's affirmative action policy statement. Additionally, **THE BIDDER SHALL** address in writing the following five factors, as appropriate, to the bidder's particular situation. These factors are:
 - a) Affirmative Action Plan - The bidder's success in implementing an Affirmative Action Plan
 - b) Development of Affirmative Action Plan - The bidder promises to develop and implement a successful Affirmative Action Plan if no successful Affirmative Action Plan is in place
 - c) Apprenticeship Program - The bidder's success in developing an apprenticeship program complying with §§46a-68-1 to 46a-68-17 of the Connecticut General Statutes, inclusive
 - d) EEO-1 Data - The bidder's submission of EEO-1 data indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area
 - e) Set-aside for Minority Businesses - The bidder's promise to set-aside a portion of the contract for legitimate minority business enterprises, and to provide the Department Set-aside Reports in a format required by the Department
8. Smoking Policy (Appendix V - signed Statement, if applicable) - If the bidder is an employer subject to the provisions of §31-40q of the

Connecticut General Statutes (Appendix V), the bidder agrees to provide the Department with a copy of its written rules concerning smoking. The Department must receive the rules or a statement that the bidder is not subject to the provisions of §31-40q of the Connecticut General Statutes prior to contract approval.

9. Certification Regarding Lobbying (Appendix VI) - **THE BIDDER SHALL** include a signed statement to the effect that no funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
10. Contract Affidavits/Certifications - Connecticut General Statutes §§4-250 through 4-252 require that State contracts with a value of \$50,000 or more be accompanied by a Gift and Campaign Contribution Certification and a Consulting Agreement Affidavit. To submit a responsive proposal, THE BIDDER SHALL include a completed Gift and Campaign Contribution Certification (OPM Ethics Form 1 - Appendix VII) a Consulting Agreement Affidavit (OPM Ethics Form 5 - Appendix VIII) and a Non-discrimination Certification (Appendix IX).

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

11. Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Ban (Appendix X) - Pursuant to Public Act 07-01, "principals" of State contractors and prospective State contractors are prohibited from donating and soliciting certain campaign contributions. To submit a responsive proposal, THE BIDDER SHALL include an acknowledgment of receipt of SEEC Form 11.

B. PART ONE – SECTION TWO: ORGANIZATIONAL CAPACITY AND STRUCTURE

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

1. Organization -

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

- (1) The name, work address and percentage of time spent on the contract for each responsible director
- (2) The role of the Board of Directors in governance and policy-making
- (3) A current organizational chart defining levels of ownership, governance, and management
- (4) A complete description of any and all "related party" relationships and transactions

"Related party" means 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. The bidder must fully disclose any anticipated payments to a related party. Such payments are non-allowable unless the contractor provides sufficient data to satisfy the Department that the costs are necessary and reasonable. "Related Party Transactions" are transactions between the contractor and a related party and can include, but are not limited to, real estate sales or leases, leasing for vehicles, office equipment, or household furnishings, mortgages, loans, or working capital loans, and contracts for management services, consultant services, professional services, e.g., attorneys and accountants, or for material, supplies, or other services purchased by the contractor.

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

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

- (2) The relationship of the persons so identified to any other owner or governor as the individual's spouse, child, brother, sister, or parent
- (3) The name of any person with an ownership or controlling interest of five percent or more, in the bidder, who also has an ownership or control interest of five percent or more in any other related entity including subcontracting entity or parent entity or wholly-owned entity (the bidders shall include the name or names of the other entity)
- (4) The name and address of any person with an ownership or controlling interest in the disclosing entity or is an agent or employee of the disclosing entity who has been convicted of a criminal offense related to that person's involvement in any program under Titles XVIII, XIX, XX, or XXI of the Social Security Act, since the inception of such programs
- (5) Whether any person identified in the above subsections has been terminated, suspended, barred, or otherwise excluded from participation, or has voluntarily withdrawn as the result of a settlement agreement, from any program under Titles XVIII, XIX, or XX of the Social Security Act, or has within the last five years been reinstated to participation in any program under Titles XVIII, XIX, XX, or XXI of the Social Security Act, and prior to said reinstatement had been terminated, suspended, barred, or otherwise excluded from participation, or has voluntarily withdrawn as the result of a settlement agreement, in such programs
- (6) A description of the relationship with other entities including:
 - (a) Whether the bidder is an independent entity or a subsidiary or division of another company (if the bidder is not an independent entity, bidders shall describe the organization linkages and the degree of integration/collaboration between the organizations including any roles of the organization's principals)

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

2. Key Personnel and Staff Resources -

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

- (1) Provide a functional organizational chart of the organization detailing how the staffing for the proposed Disease Management project fits within the entire structure of the organization
- (2) Describe how the proposed organizational structure will manage and operate the project
- (3) Provide the names of bidder personnel proposed for this project and the hours and percentages of time dedicated to this project.
- (4) Provide resumes for all staff proposed for this project
- (5) Justify its staffing resources to successfully meet its RFP response requirements in light of any other similar obligations for any other entity

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

- (1) A description of the duties, authority, and responsibilities of each of the key personnel including the number and type of personnel to be supervised by each
- (2) The names of key personnel who are not Full-time staff of the bidder including a complete description of their employment status with the bidder
- (3) An organizational structure of the company indicating lines of authority
- (4) A description of any other current or planned contractual obligations that might have an influence on the bidder's

capability to perform the work under a contract with the Department

- (5) The completion of the chart in Appendix XIII (providing an overview of the bidder's plans to administer the Disease Management project)

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

- (1) Implementing and managing the project
- (2) Monitoring and ensuring the performance of duties and obligations under a contract
- (3) The day-to-day oversight of the project and who will be available to attend all project meetings at the request of the Department
- (4) Responding to the Department's inquiries and other communications related to implementation, operations, and program management of the activities presented in this RFP

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

- (1) Provide proposed personnel job descriptions for key positions or resumes for key personnel holding the key positions that will work on the Disease Management project.
- (2) Specify the Disease Management related experience, credentials, education and training, and work experience in job descriptions and resumes and include:
 - (a) Experience with bidder (or proposed subcontractor to the bidder)
 - (b) Relevant Disease Management education, experience, and training
 - (c) Total years of experience managing diabetes, obesity, cardiac conditions, and other diseases.

- (d) Names, positions, titles, and telephone numbers of persons who are able to provide information concerning the individuals' experience and competence
- (e) The customer and a brief description of the responsibility of the individual to the project for each project referenced in a resume

Resumes of personnel are limited to two pages per resume.

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

- (1) Describe the relationship between specific personnel for whom resumes have been submitted (or proposed job descriptions when specific individuals have not been employed) and the specific tasks and assignment proposed to accomplish the Scope of Services and a justification of the individual's function based on the individual's competence including its:
 - (a) Procedures to secure and retain professional staff to meet the contract requirements
 - (b) Method to improve personnel performance

f) Subcontractor Relationship - To submit a responsive proposal, THE BIDDER SHALL:

- (1) Identify any Disease Management function that will be subcontracted, describe the functions that will be subcontracted and provide a rationale for subcontracting the functions rather than providing them directly.
- (2) Identify the subcontractor (if known) or indicate the type of subcontractor that will be sought.
- (3) Identify the percentage of overall annual Disease Management project work hours allocated to each subcontractor.

3. Corporate Experience

- a) Contracts - To submit a responsive proposal, THE BIDDER SHALL describe its experience and success related to the Scope of Services for this project including the following information concerning the bidder's experience in 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 in all other states for which the bidder has engaged in similar or related contract work
 - (2) Describe its contracts or the work performed in the past five years for those agencies or commercial vendors
 - (3) Provide a signed release allowing the Department to access any evaluative information including, but not limited to, site reviews conducted by any state agency or commercial entity for which the bidder has performed work in the past five years
 - (4) Identify contacts for those projects including name of customer's project officer, title, address, telephone number, fax number, and email address
 - (5) Identify the term for the contracts including the date of contract signing, the date of project initiation, the initial schedule completion date, and the actual completion date
 - (6) List all sanctions, fines, penalties, or letters of noncompliance issued against the bidder by any of the contracting entities listed above (the list shall include a description of the circumstance eliciting the sanction or letter of noncompliance and the corrective action or resolution to the sanction, fine, penalty, or letters of noncompliance; if no sanctions, fines, penalties, or letters of noncompliance were issued, a statement that attests that no sanction, penalty, or compliance action has been imposed on the bidder within the three years immediately preceding the date of this RFP must be submitted)
 - (7) Describe how the bidder contributed innovation and problem-solving expertise to a collaborative relationship

with the governmental entity or commercial entity for selected contracts listed above subcontractor.

4. Work Experience -

- a) Describe the bidder's experience in providing Disease Management services for individuals or provider based Disease Management services (specify all diseases managed; indicate the number of years providing services; indicate the number of different contracts; describe the scope of contracts; describe the success achieved in managing patients with chronic conditions; describe experience in providing Disease Management training to providers; and provide any other relevant information to indicate the extent and scope of experience).
- b) Describe other corporate health care related business that augments your Disease Management experience (specify all health care related business; indicate the number of different contracts; describe the scope of contracts; and provide any other relevant information to indicate the extent and scope of health care related experience).
- c) Please describe your corporation's commitment to the Disease Management line of business.
- d) Describe your company's commitment to the Connecticut project despite competing projects.
- e) Describe any new ventures in the area of Disease Management or related fields that your corporation is pursuing.

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

the bidder's proposal must also include three references for each proposed subcontractor.

6. Connecticut Service Operation Location - The resultant contractor shall establish an office and operation center in Connecticut for the specific contractor tasks that are defined in this RFP. To submit a responsive proposal, THE BIDDER SHALL propose a Connecticut office (including Call Center) location.
7. Evidence of Qualified Entity - To submit a responsive proposal, THE BIDDER SHALL provide written assurance to the Department 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.
8. Small, Minority, or Women's Business Enterprise - Section 32-9e of the Connecticut General Statutes sets forth the requirements of each Executive Branch agency relative to the Connecticut Small Business Set-Aside program. Pursuant to that statute, twenty-five percent of the average total of all contracts let for each of the three previous fiscal years must be set aside. The Department requires that the resultant contractor make a "good-faith effort" to set aside a portion of the contract for a small, minority, or women's business enterprise as a subcontractor. Such subcontractors may supply goods or services. Prospective bidders may obtain a list of firms certified to participate in the Set-Aside program by contacting the State of Connecticut Department of Administrative Services at the DAS Web site at http://www.das.state.ct.us/Purchase/SetAside/SAP_Search_Vendors.asp or by calling 860-713-5236. During the evaluation process, special consideration will be given to those bidders who document their use of a certified small business and/or demonstrate the bidder's commitment to, whenever possible, use a certified small business. To submit a responsive proposal, THE BIDDER SHALL describe its effort to set aside a portion of the contract for a small, minority, or women's business enterprise as a subcontractor.
9. Department Responsibilities - To submit a responsive proposal, THE BIDDER SHALL propose specific support the bidder requires from the Department to perform the tasks proposed in any resultant contract.

Specific Department responsibilities are:

- Project Management - A Project Manager will be appointed by the Department. This individual will be responsible for

monitoring project progress and will have final authority to approve/disapprove project deliverables.

- Staff Coordination - The Project Manager will coordinate all necessary contacts between the resultant contractor and State staff.
 - Approval of Deliverables - The Project Manager will review, evaluate, and approve all deliverables prior to the resultant contractor being released from further responsibility.
 - Policy Decisions - The Department's OQA retains final authority for making policy decisions affecting completion of this project. In addition, the Department 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 necessary
 - Allow access to Department automated databases as available and permitted
 - Allow access to management reports and case files, as appropriate
 - Provide a project leader
 - Schedule and hold regular project meetings with the resultant contractor
 - Provide a process for and facilitate open discussions with staff and personnel to gather information regarding recommendations for improvement
 - Provide data as required by the resultant contractor to perform the functions of the project
10. Reporting Requirements - Successful bidders shall be expected to report monthly in a format to be approved by the Department. These reports may include, but not be limited to, qualitative and quantitative measures, narrative reporting of highlights and accomplishments,

documentation of any programmatic challenges and corrective action plans, and results of client satisfaction surveys. The successful bidder will be expected to fully cooperate with the data collection and reporting requirements established by the Department and with any Department staff performing contract-monitoring functions. To submit a responsive proposal, THE BIDDER SHALL describe the bidder's ability to comply with the above-stated requirements.

C. PART ONE – SECTION THREE: SCOPE OF SERVICES

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

1. GENERAL REQUIREMENTS:
THE BIDDER SHALL:

- a) Provide estimates of provider training in the Disease Management Project by month for a twenty-four-month period. List and describe all assumptions made in estimating provider training participation. Provide the percentage of Medicaid and HUSKY providers who treat members with diabetes, childhood obesity, or cardiac conditions you expect to enroll in your program. Indicate if this varies by geographic area of the state and if so, why.
- b) Provide an assessment of your company's capability to serve the entire state and the number of participating providers and practices estimated.
- c) List and discuss the objectives of your proposed Disease Management Project.

Provide a summary description of your proposed Disease Management-training model. Explain how your model incorporates Disease Management "best practices" as identified in the literature. Describe how comprehensive your Disease Management approach is and compare it to models used by other Disease Management organizations. Describe the screening tools that will be recommended to providers trained in your program. Provide copies of any assessment instruments that you have used for other contracts.

- d) Describe your proposed marketing and outreach effort. Include any materials that you may have used in other related projects.

- e) Provide a description of the case management program/process you propose for use by providers enrolled in the Disease Management Project.
- f) Describe your knowledge of diabetes, cardiac disease, and childhood obesity -related practice guidelines and best treatment practices. Describe how you will you remain current and incorporate into your trainings any new technologies, new treatment developments, and other innovations that will assist enrolled providers and patients in Disease Management.
- g) Provide a description of your development and/or recommended use of practice guidelines/protocols in your proposed Disease Management Project.
- h) Provide a description of your provider profiling capabilities and what process you will use for the Connecticut project.
- i) Provide a description of your proposed provider education program, including the types of publications/materials or other venues you will use to educate providers.
- j) Describe types of publications/materials or other initiatives that you propose for educating Medicaid and HUSKY clients about Disease Management and about specific opportunities for treatment.
- k) Describe the type of feedback will you provide to physicians.
- l) Discuss the types of provider and recipient monitoring that will be performed. Indicate how you will determine the extent of provider and patient compliance with treatment protocols.
- m) Describe how you will analyze Medicaid and HUSKY claims, including utilization and cost information.
- n) Describe how you will measure patient satisfaction. Indicate how often you will survey patients. Detail what you will do with the survey results. Provide copies of any patient satisfaction surveys that you have used previously.
- o) Describe your quality assurance process.
- p) Describe how you will you measure patient outcomes and health status and report this information to the Department.

Discuss the outcome measures you use/have you used in other Disease Management Projects. Indicate how you have been able to successfully measure patient outcomes using these outcome measures. Discuss the improvements you have achieved in current or past contracts. Detail how you have been able to determine what Disease Management interventions (program components) that are most responsible for patient improvements.

2. Management Information Systems - The following relate to your company's management information system capabilities and the DMO's ability to provide MIS support for various project functions.
THE BIDDER SHALL:

- a) Describe the DMO's management information system in terms of software and hardware to be used, the date acquired, and the functions it will perform. If an existing MIS will be used, describe the modifications needed to accommodate the Connecticut project and how they will be added to the system. If a new MIS is being purchased, describe the process for selecting the system and the status of these efforts.
- b) Describe how the MIS will support each of the DMO's project functions as described in this RFP, separately identifying each function and how the MIS will handle and provide appropriate information.

3. Program Operations - The questions in this section refer to your developmental efforts to implement a Disease Management project including the identification of any potential barriers.

- a) Propose a phase-in plan of how the Disease Management project will be rolled out, by disease category/diagnosis and statewide to providers.
- b) Provide a Gantt chart indicating the tasks needed for the DMO to move through its developmental effort and be prepared for implementation. Additionally, provide a detailed work plan for phased-in implementation showing this effort.
 - (1) Indicate the task, the responsible party, and the expected completion date.

- (2) Indicate the earliest date that the DMO would be fully prepared to begin provider recruitment.
- (3) Describe the key barriers to meeting this date and how is the DMO addressing those issues.

c) Identify and discuss any potential barriers to the implementation of the Disease Management project. Describe how you would overcome these potential barriers.

d) Describe the assumptions that were made in developing the project proposal and proposed implementation plan.

4. Other - Identify the key issues that the DMO would like to address with the Department during the negotiation process.

D. PART TWO: BUSINESS COST

1. Financial Management - This section requests information pertaining to your capital resources and capabilities to sustain your financial commitment to the Connecticut project throughout the contract period. **THE BIDDER SHALL:**

- a. Describe how the applicants' organization has been capitalized and document the level of capital being made available for the Connecticut Medicaid Disease Management Initiative.
- b. Provide a current balance sheet
- c. Provide audited financial statements for the past three years of the DMO's business activities (if the applicant has been a business entity for that duration)
- d. If a parent or sponsoring entity's resources are being made available to back the DMO, provide documentation of the extent of this commitment and the most recent audited financial statement of each parent or sponsoring entity; and
- e. Provide a detailed description of the capitalization and other resources available to ensure the DMO's fiscal solvency during the start-up phase and to provide ongoing stability for the DMO

2. Cost Analysis/Budget - This section requires a cost analysis/budget Projection for the period January 1, 2008 through December 31, 2010. The budget projection must address all of the DMO's proposed administrative costs and margin

and must include a proposed dollar amount. At a minimum the components of the budget projection should include the following stated expenditure categories.

- a. Office expenses – including the number of staff and FTEs
- b. Other operating expenditures including:
 - 1. Provider enrollment/disenrollment and tracking activities
 - 2. Provider services (including training, telephone consultation, etc.)
 - 3. Education and outreach to providers
 - 4. Provider enrollment agreements
 - 5. General marketing functions
 - 6. Quality and outcome monitoring
 - 7. Management Information System (MIS)
 - 8. Other functions and operating costs (support staff, etc.).

SECTION V - PROPOSAL EVALUATION

A. OVERVIEW OF THE EVALUATION OF PROPOSALS

The Department will conduct a comprehensive, fair, and impartial evaluation of proposals received in response to this RFP. The Department will evaluate each applicant's written responses and oral presentations thoroughly and objectively. An Evaluation Team has been established to assist the Department in selection of contractors. The Department reserves the right to alter the composition of the Evaluation Team. The Evaluation Team will be responsible for submitting a recommendation to the Commissioner of Social Services. The Commissioner of Social Services will notify the selected bidders that the organization has been awarded the right to negotiate a contract with the Department for the Disease Management Project.

The evaluation will be conducted in five phases: Phase One: Evaluation of General Proposal Requirements and Structure, Phase Two: Evaluation of the Organizational Capacity and Structure, Phase Three: Evaluation of the Scope of Services, Phase Four: Evaluation of the Business Cost Proposal, and Phase Five: Ranking of the Proposals.

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

The purpose of this phase is to determine whether each proposal is sufficiently responsive to the General Proposal Requirements to permit a complete evaluation of the proposal. Proposals must comply with the instructions to bidders contained throughout. Failure to comply with the instructions may deem the proposal non-responsive and subject to rejection

without further consideration. The Department reserves the right to waive minor irregularities. The General Proposal Requirements are spelled out above.

C. PHASE TWO: EVALUATION OF THE ORGANIZATIONAL CAPACITY AND STRUCTURE

Only those proposals passing the General Proposal Requirements review will be considered in Phase Two. The Department reserves the right to reject any and all proposals.

The quality of the work plan and the project management will be evaluated including the organization, completeness, and logic of the proposed plan. The evaluation will consider how comprehensive and knowledgeable the bidder is in responding to the functional and technical requirements outlined in this RFP.

The Department will evaluate the experience of proposed key personnel, agency and individual resources, and qualifications and affirmative action achievement (as demonstrated on the Workforce Analysis Form) of the bidder and any subcontractors. The Department will determine to what extent the organization and its key personnel have the capacity to work effectively with the Department to successfully develop and implement a Disease Management Project. The Department will also assess the capability of the organization to take on the additional workload that would be generated by the resultant contract and the bidder's financial ability to undertake the contract. References will be checked.

D. PHASE THREE: EVALUATION OF THE SCOPE OF SERVICES

The proposed Scope of Services will be evaluated for its responsiveness to the requirements of this RFP including its organization, appropriateness, completeness, and logic. The evaluation will consider how innovative and creative the bidder is in responding to the functional and technical requirements outlined in this RFP.

E. PHASE FOUR: EVALUATION OF THE BUSINESS COST PROPOSAL

The Business Cost Proposal will be scored for:

1. Cost comparison (determined by comparing bid price information)
2. Cost reasonableness (determined by examining the Business Narrative and the relationship between the costs, personnel, and the Work Plan outlined in the proposal)

F. PHASE FIVE: RANKING OF THE PROPOSALS

Upon completion of Phases One and Two, it is possible that 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 recommendations of the Evaluation Team.

SECTION VI - APPENDICES

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Section 1 - General RFP Provisions

1.1 Proposal Preparation Expense

The State of Connecticut assumes no liability for payment of expenses incurred by respondents in preparing and submitting proposals in response to this procurement.

1.2 Insurance

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

1.3 Suspension or Debarment

By submission of a proposal, the bidder certifies the bidder or any person (including subcontractors) involved in the administration of Federal or State funds:

- 1.3.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any governmental department or agency (local, State, Federal);
- 1.3.2. Has not within a three-year period preceding the proposal submission been convicted or had a civil judgment rendered against him/her for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (local, state, or Federal) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- 1.3.3. Is not presently indicted for or otherwise criminally- or civilly-charged by a governmental entity with the commission of any of the above offenses; and
- 1.3.4. Has not within a three-year period preceding the proposal submission had one or more public transactions terminated for cause or fault.

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

Section 2 - General Contract Provisions

2.1. Procurement and Contractual Agreements

The terms and conditions contained in this section constitute a basis for any resultant contract to this RFP and are mandatory for any resultant contracts. The Department is solely responsible for rendering decisions in matters of interpretation on all terms and conditions. As used in these mandatory terms and conditions, the term "contract" refers to any resultant contract to this RFP, although the term "contract" as used in these terms and conditions does not suggest, warrant, nor guarantee that the Department will enter into a contract as a result of this RFP. Also, as used in these mandatory terms and conditions, the term "contractor" refers to any resultant contractor to this RFP, although the term "contractor" does not suggest, warrant, nor guarantee that the Department will enter into a contract as a result of this RFP.

2.2 Contract Term

The contract term shall be subject to contract negotiations between the Department and the resultant contractor.

2.3 Contract Revisions/Amendments

Revisions to the contract's objectives, services or plan including revisions to due dates for reports and completion of objectives or services, must be approved in writing by the Department. A formal contract amendment shall be required for extensions to the final date of the contract period, revisions to the contract fees, and any other contract revisions determined material by the Department.

The Department reserves the right to renegotiate the contractor's scope of work and budget at anytime during the term of this contract based on the contractor's performance and actual expenses to date. A formal contract amendment, in writing, shall not be effective until executed by both parties to the contract, and where applicable, the Attorney General.

No amendment may be made to a lapsed contract.

2.4 Assignment, Mergers, and Acquisitions

- A. Contracts in whole or in part are not transferable or assignable without the prior written agreement of the Department's Contract Administrator. This shall not be construed as limiting the contractor's rights to

subcontract some of the services to be performed hereunder as provided in this contract.

- B. At least ninety days prior to the effective date of any changes in corporate status including merger, acquisition, transfer of assets and any changes in fiduciary responsibility, the resultant contractor shall provide the Department with written notice of such changes.
- C. The resultant contractor shall comply with requests for documentation deemed necessary by the Department to determine whether the Department will agree to the changes and continue the contract with the resulting entity from the proposed organizational change or terminate the agreement.
- D. The Department shall notify the Contractor of such determination no later than forty-five of the date the Contractor's compliance with requests for such documentation is received.

2.5 Subcontracting

None of the services to be provided by the resultant contractor shall be subcontracted or delegated to any other organization, subdivision, association, individual, corporation, partnership or group of individuals or other such entity without the prior written consent of the Department. Any subcontract to which the State has consented in writing shall be in writing attached to the contract and made a part thereof and shall in no way alter the contract terms and conditions. Said subcontract shall contain the access to the books, document, and records, provided for in paragraph 2.11 infra. No subcontract or delegation shall relieve or discharge the contractor from any obligation, provision, or liability there under.

The contractor agrees to make a good-faith effort to award a reasonable proportion of subcontracts to small, minority, and women's businesses in accordance with Connecticut General Statute §4a-60.

2.6 Liaison

Both parties agree to have specifically-named liaisons at all times. These representatives of the parties will be the first contacts regarding any questions and problems that arise during implementation and operation of the contract.

2.7 Notices

Wherever under this contract one party is required to give notice to the other, such notice shall be deemed given upon delivery, if delivered by hand (in which case a signed receipt will be obtained), or three days after posting if

sent by registered or certified mail, return receipt requested. Notices shall be addressed as follows:

In case of notice to the contractor:
To be determined

In case of notice to the Department:
To be Determined
State of Connecticut Department of Social Services
25 Sigourney Street
Hartford, CT 06106

Said notices shall become effective on the date of receipt or the date specified in the notice, whichever comes later. Either party may change its address for notification purposes by mailing a notice stating the change and setting forth the new address, which shall be effective on the tenth day following receipt.

2.8 Reporting

The contractor may be required to file monthly progress reports in a form and manner to be determined by the Department. In addition, upon contract completion or termination, the contractor may be asked to submit a final report that summarizes and evaluates the activities of the entire project to date.

2.9 Delinquent Reports

The Department reserves the right to withhold payment for the contract if the Department has not received on a timely basis, acceptable progress reports, expenditure reports, refunds, audits, and/or other information as required for any and all contracts the contractor has entered into with the Department.

2.10 Maintenance of Separate Accounting System

The resultant contractor shall maintain accounting records in a manner that will enable the state to easily audit and examine any books, documents, papers, and records maintained in support of the contract. All such documents shall be made available to the Department at its request, and shall be clearly identifiable as pertaining to the contract.

2.11 Examination of Records

The Department and its duly-authorized representatives, the Auditors of Public Accounts and/or DHHS and their duly-authorized representatives, during the term of this contract and for a period of three years after final

payment for the services performed under this contract or any extension and all pending matters are closed shall have access to and the right to examine any of the contractor's books, records including, but not limited to, financial records, documents and papers pertinent to this solicitation and this contract for making audit, examination, excerpts and transcriptions. This provision also applies to the books, records including, but not limited to, financial records, documents and papers of any parent, affiliated or subsidiary organization of contractor or any subcontractor approved by the Department pursuant this contract performing under formal or informal arrangement any service or furnishing any supplies or equipment to the contract involving transactions related to this contract. Any contract with an approved subcontract must contain a provision specifically authorizing access in accordance with the terms set forth in this paragraph.

If an audit, litigation, or other action involving the records is started before the end of the three-year period, the records must be retained until all issues arising out of the action are resolved or until the end of the three-year period, whichever is later. The contractor further agrees that this provision shall be inserted in each subcontract.

Section 3 - Ownership

3.1 Ownership

All products and materials developed as a result of this contract by the contractor, or any of its subcontractors hired for this contract shall remain the property of the Department. Products and materials are defined as, but not limited to, copyrighted materials; camera ready copy; mechanical devices; videos; brochures; posters and stock thereof; designs; data; and all other matter and information that is collected or developed for this contract.

Disposition of all products and materials shall remain at the discretion of the Department during the effective period of this contract and thereafter.

3.2 Credit and Rights in Data

3.2.1. All documents, reports and other data prepared during and/or resulting from the performance of services under this contract shall include the following statement: "The preparation of this [report or document, etc.] was financed under an agreement with the State of Connecticut Department of Social Services.

3.2.2 The contractor may not publish or copyright any data without prior approval, unless otherwise stated herein. The Department and the Federal Government shall have the right to publish, duplicate, use, and

disclose all such data in any manner, and for any purpose whatsoever, and may authorize others to do so.

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

3.3 Inspection of Work Performed

The Department or its authorized representative shall at all reasonable times have the right to enter into contractor's premises, or such other places where duties under the contract are being performed, to inspect, monitor or otherwise evaluate the work being performed. The contractor and all subcontractors must provide all reasonable facilities and assistance for Department representatives. All inspections and evaluations shall be performed in such a manner as will not unduly delay work.

3.4 Confidentiality

All material and information provided to the contractor by the State or acquired by the contractor in performance of the contract whether verbal, written, recorded magnetic media, cards or otherwise shall be regarded as confidential information and all necessary steps shall be taken by the contractor to safeguard the confidentiality of such material or information in conformance with Federal and State statutes and regulations. The contractor agrees that it is prohibited from releasing any and all information provided by the Department or providers or any information generated by the contractor without the prior express written consent of the Contract Administrator.

3.5 Right to Publish

All materials developed during the term of this contract are considered proprietary to the Department and shall remain confidential.

Throughout the term of the contract, the contractor must secure the Department's written approval prior to the release of any information whatsoever that pertains to work or activities covered by the contract.

3.6 Freedom of Information

Due regard will be given for the protection of proprietary information contained in all proposals received; however bidders should be aware that all materials associated with the procurement are subject to the terms of the Freedom of Information Act, the Privacy Act and all rules, regulations, and interpretations resulting therefrom. It will not be sufficient for Bidders to merely state generally that the proposal is proprietary in nature and not therefore subject to release to third parties. Those particular pages or sections that a Bidder believes to be proprietary must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption from release consistent with §1-19 of the Connecticut General Statutes must accompany the proposal. The rationale and explanation must be stated in terms of the prospective harm and the competitive position of the bidder that would result if the identified material were to be released and the reasons why the materials are legally exempted from release pursuant to the above-cited statute. Between the Bidder and the Department, the final administrative authority to release or exempt any or all material so identified rests with the Department.

Section 4 - Liabilities and Indemnification

4.1 Hold Harmless

The contractor agrees to indemnify, defend and hold harmless the State of Connecticut; and all Departments, officers, agents and employees of the State from and against any and all claims, losses or suits according or resulting to any contractors, subcontractors, laborers and any person, firm or corporation who may be directly or indirectly injured or damaged by the contractor in the performance of the contract.

4.2 Workers' Compensation

The Department may request, in writing, a copy of the contractor's workers' compensation insurance policy. If such a request is made, contractor must file a copy of its workers compensation insurance policy with the Department's contract Administrator, no later than fifteen business days following receipt of the written request. Should contractor fail to comply with the request in a timely manner, the Department may, at its option and discretion, invoke the provisions under §6.3 and/or 7.2 infra.

4.3 Patent Infringement

The contractor at his own expense must defend any and all claims or suits that may be brought against the Department or the State for the infringement of any patents, copyrights, proprietary rights or right of privacy arising from

the contractor's or State's use of any equipment, materials or information prepared or developed in conjunction with the performance of the contract. The resultant contractor shall, in any such suit, satisfy any and all damages directly or indirectly assessed against the State or its departments, be it resolved by settlement, final judgment, consent decree, or any other manner.

4.4 Audit Requirements and Liabilities

The resultant contractor shall provide for an annual financial audit acceptable to the department for any expenditure of state-awarded funds made by the contractor. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal years in which the award was made. The contractor will comply with Federal and State single audit standards as applicable.

In addition to and not in any way in limitation of the obligation of the contract, it is understood and agreed by the contractor that the resultant contractor shall be held liable for any State or Federal audit exceptions and shall return to the Department all payments made under the contract to which exception has been taken or which have been disallowed because of such an exception in accordance with Connecticut General Statutes 7-396a.

4.5 Most Favored Customer

The contractor agrees that if during the term hereof the resultant contractor shall enter into any contract with any other governmental customer, or any nonaffiliated commercial customer by which it agrees to provide equivalent equipment or services at lower prices, or additional services at comparable prices, the resultant contractor shall so notify the Department and the contract shall, at the Department's option, be amended to accord equivalent advantage to the Department.

4.6 Litigation

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

The resultant contractor shall provide written notice to the Department of any final decision by any tribunal or State or Federal agency or court which is adverse to the contractor or which results in a settlement, compromise or claim or agreement of any kind for any action or proceeding brought against

the contractor or its employee or agent under the Americans with Disabilities Act of 1990, executive orders Nos. 3 and 17 of Governor Thomas J. Meskill and any other provisions of Federal or State law concerning equal employment opportunities or nondiscriminatory practices.

Section 5 - Interpretations and Disputes

5.1 Settlement of Disputes

Any dispute concerning a question of fact arising under the contract which is not disposed of by agreement shall be decided by the contract Administrator whose decision shall be final and conclusive subject only to whatever rights, if any, the contractor may have in a court of law. In connection with any appeal to the contract Administrator under this paragraph, the resultant contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute, the resultant contractor shall proceed diligently with the performance of the contract in accordance with the contract Administrator's decision.

5.2 Legal Considerations

The Contractor agrees that the sole and exclusive means for the presentation of any claim against the State arising out of this 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 in any State or Federal Court in addition, to, or in lieu of, said Chapter 53 proceedings.

5.3 Choice of Law and Choice of Forum

The contractor agrees to be bound by the laws of the State of Connecticut and that this contract shall be constructed and interpreted in accordance with Connecticut law in the event a choice of law situation arises.

5.4 Severability

If any provision of this contract is declared or found to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations under that provision. The remainder of this contract shall be enforced to the fullest extent permitted by law.

5.5 Waivers

No covenant, condition, duty, obligation or undertaking contained in or made a part of this contract shall be waived, except as specifically provided in any section of this contract or by the written agreement of the parties.

Forbearance or indulgence in any form or manner by the Department in any regard whatsoever shall not constitute a waiver of the covenant, condition, duty, obligation or undertaking to be kept, performed, or discharged by the contractor. Notwithstanding any such forbearance or indulgence, until complete performance or satisfaction of all such covenant, conditions, duties, obligations and undertakings, the Department shall have the right to invoke any remedy available under the contract, or under law or equity.

Section 6 - Personnel

6.1 Independent Capacity of Contractor

The contractor including its officers, employees, subcontractors, or any other agent of the contractor is acting as an independent contractor in performance of this contract. The contractor does not have, nor shall contractor hold themselves out as having, any right, power or authority to create any contract or obligation either express or implied, on behalf, in the name of, or binding upon the State of Connecticut or of the Department. The resultant contractor shall be solely responsible and liable for contractor's employees and their acts.

6.2 Key Persons

The contractor certifies that all personnel named in their scope of work shall actually work on the contract in the manner described in their proposal. No changes, substitution, additions, or deletions shall be made unless approved in advance by the Contract Administrator. In addition, these individuals shall continue for the duration of the contract, except in the event of resignation or death. In such event, the substitute personnel shall be approved by the Contract Administrator. Substitutions shall be made within thirty days of the resignation, incapacity, or death of a key person.

During the course of the contract, the Department reserves the right to approve or disapprove the contractor's and any subcontractor's staff assigned to this contract, to approve or disapprove any proposed changes in staff, or to require the removal or reassignment of any contractor employee or subcontractor employee found unacceptable by the Department.

Any employee of the contractor, who, in the opinion of the Department is uncooperative, inept, incompetent, or otherwise unacceptable, shall be removed from this contract. In the event that an employee is removed pursuant to the Department's written request from the contract Administrator, the resultant contractor shall have thirty days in which to fill the vacancy with an acceptable employee. Replacement of any personnel including those who have terminated employment, shall be with personnel of equal ability and qualifications as approved by the Department. The resultant contractor shall,

upon request, provide the Department with a resume for any member of its staff or of a subcontractor's staff assigned to or proposed to be assigned to any aspect of the performance of this contract.

6.3 Nondiscrimination Regarding Sexual Orientation

Unless otherwise provided by Connecticut General Statute §46a-81p, the contractor agrees to the following provisions required pursuant to §4a-60a of the Connecticut General Statute:

(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 Statute;
- (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 Statute

(b) The resultant contractor shall include the provisions of subsection (a) of this section in every subcontract or purchase order entered into to fulfill any obligation of a contract with the state and such provisions

shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The resultant contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with §46a-56 of the Connecticut General Statute provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

6.4 Executive Orders Nos. 3, 16 and 17 -

(a) Executive Order No. 3 - Nondiscrimination -

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

(b) Executive Order No. 16 - Violence in the Workplace Prevention Policy - This contract is also subject to provisions of Executive Order No. 16 of Governor John J. Rowland promulgated August 4, 1999, and, as such, this contract may be cancelled, terminated, or suspended by the contracting agency or the State for violation of or noncompliance with said Executive Order No. 16.

The parties to this contract, as part of the consideration hereof, agree that:

1. The resultant contractor shall prohibit employees from bringing into the State worksite, except as may be required as a condition of employment, any weapon or dangerous instrument as defined in Section 2 to follow.
2. Weapon means any firearm including a BB gun, whether loaded or unloaded, any knife (excluding a small pen or pocket knife) including a switchblade or other knife having an automatic spring release device, a stiletto, any police baton or nightstick or any martial arts weapon or electronic defense weapon.

Dangerous instrument means any instrument, article, or substance that, under the circumstances, is capable of causing death or serious physical injury.

3. The resultant contractor shall prohibit employees from attempting to use, or threaten to use, any such weapon or dangerous instrument in the State worksite and employees shall be prohibited from causing, or threatening to cause, physical injury, or death to any individual in the State worksite.
4. The resultant contractor shall adopt the above prohibitions as work rules, violation of which shall subject the employee to disciplinary action up to and including discharge. The resultant contractor shall require that all employees are aware of such work rules.
5. The Contractor agrees that any subcontract it enters into in the furtherance of the work to be performed hereunder shall contain the provisions 1 through 4, above.

(c) Executive Order No. 17 - Connecticut State Employment Service Listings -

This contract is also subject to provisions of Executive Order No. 17 of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this contract may be canceled, terminated, or suspended by the contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. 17, notwithstanding that the Labor Commissioner may not be a party to this contract.

The parties to this contract, as part of the consideration hereof, agree that Executive Order No. 17 is incorporated herein by reference and

made a part hereof. The parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract performance in regard to listing all employment openings with the Connecticut State Employment Service.

6.5 Nondiscrimination and Affirmative Action Provisions in Contracts of the State and Political Subdivisions Other Than Municipalities

The contractor agrees to comply with provisions of §4a-60 of the Connecticut General Statutes

- (a) Every contract to which the state or any political subdivision of the state other than 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 §46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to §46a-56, 46a-68e, and 46a-68f;
 - (5) The contractor agrees to provide the commission of human rights and opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and §46a-56. If the contract is a public works contract, the contractor agrees and warrants that he will make good-faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.
- (b) For this section, "minority business enterprise" means any small contractor or supplier of materials fifty-one 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 §32-9n; and "good-faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good-faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.
- (c) Determinations of the contractor's good-faith efforts shall include but shall not be limited to the following factors - The contractor's employment and subcontracting policies, patterns and practices; affirmative action advertising; recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

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

6.6 Americans With Disabilities Act of 1990

This clause applies to those contractors which are or will come to be responsible for compliance with the terms of the Americans with Disabilities Act of 1990 (42 USCS §§12101-12189 and §§12201-12213) (Supp. 1993); 47 USCS §§225, 611 (Supp. 1993). During the term of the contract, the contractor represents that it is familiar with the terms of this Act and that it is in compliance with the law. The contractor warrants that it will hold the state harmless from any liability, which may be imposed upon the state as a result of any failure of the contractor to be in compliance with this Act.

Where applicable, the contractor agrees to abide by the provisions of §504 of the Federal Rehabilitation Act of 1973, as amended, 29 USC §794 (Supp. 1993), regarding access to programs and facilities by people with disabilities.

6.7 Utilization of Minority Business Enterprises

It is the policy of the state that minority business enterprises should have the maximum opportunity to participate in the performance of government contracts. The contractor agrees to use best efforts consistent with 45 CFR 74.160 *et seq.* (1992) and paragraph 9 of Appendix G thereto for the administration of programs or activities using HHS funds; and §§13a-95a, 4a-60, to 4a-62, 4b-95(b), and 32-9e of the Connecticut General Statute to carry out this policy in the award of any subcontracts.

6.8 Non-segregated Facilities

The resultant contractor shall comply with Federal Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity" as amended by Federal Executive Order 11375 and as supplemented in the United States Department of Labor Regulations (41 CFR Part 60-1 *et seq.*, Obligations of Contractors and Subcontractors).

Pursuant to the above-cited regulations, the resultant contractor shall not maintain any facilities it provides for its employees in a segregated manner, or permit its employees to perform their services at any location, under its control, where segregated facilities are maintained; and so certifies by its agreement to this contract.

As used in this certification, the term "facilities" means waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated on the basis of race, color, religion, or national origin. The Contractor further agrees (except where he has obtained identical certifications from proposed subcontractors for specific periods) that it will obtain identical certifications from proposed subcontractors who are not exempt from the provisions for Equal Employment Opportunity; that it will retain such certifications in its files; and that it will forward a copy of this clause to such certifications in its files; and that it will forward a copy of this clause to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific periods).

6.9 Employment/Affirmative Action Clause

The contractor agrees to supply employment/affirmative action information as required for agency compliance with Titles VI and VII of the Civil Rights Acts of 1964 and Connecticut General Statutes, §46a-68 and §46a-71.

6.10 HIPAA Provisions

- a. If the Contractor is a Business Associate under HIPAA, the Contractor must comply with all terms and conditions of this Section of the Contract. If the Contractor is not a Business Associate under HIPAA, this Section of the Contract does not apply to the Contractor for this Contract.
- b. The Contractor is required to safeguard the use, publication and disclosure of information on all applicants for, and all clients who receive, services under the contract in accordance "with all applicable

Federal and state law regarding confidentiality, which includes, but is not limited to, the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), more specifically with the Privacy Rule at 45 CFR Part 160 and Part 164, subparts A and E; and

- c. The State of Connecticut Department named on page 1 of this Contract (hereinafter "Department") is a "covered entity" as that term is defined in 45 CFR §160.103; and
- d. The Contractor, on behalf of the Department, performs functions that involve the use or disclosure of "individually identifiable health information," as that term is defined in 45 CFR §160.103 ; and
- e. The Contractor is a "business associate" of the Department, as that term is defined in 45 CFR §160.103; and
- f. The Contractor and the Department agree to the following in order to secure compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), more specifically with the Privacy Rule at 45 CFR Part 160 and Part 164, subparts A and E.

I. -Definitions

- A. Business Associate - "Business Associate" shall mean the Contractor.
- B. Covered Entity - "Covered Entity" shall mean the Department of the State of Connecticut named on page 1 of this Contract.
- C. Designated Record Set - "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR §164.501.
- D. Individual - "Individual" shall have the same meaning as the term "individual" in 45 CFR 160.103 and shall include a person who qualifies as a personal representative as defined in 45 CFR 164.502(g).
- E. Privacy Rule - "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Parts 164, subparts A and E.
- F. Protected Health Information - "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 CFR §160.103, limited to information created or received by the Business Associate from or on behalf of the Covered Entity.

- G. Required by Law - "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR §164.103.
- H. Secretary - "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
- I. More Stringent - "More stringent" shall have the same meaning as the term "more stringent" in 45 CFR §160.202.
- J. Section of Contract - "This Section of the Contract" refers to the HIPAA Provisions stated herein, in their entirety.

II. - Obligations and Activities of Business Associate

- A. Business Associate agrees not to use or disclose PHI other than as permitted or required by this Section of the Contract or as Required by Law
- B. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for in this Section of the Contract.
- C. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by Business Associate in violation of this Section of the Contract.
- D. Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Section of the Contract of which it becomes aware.
- E. Business Associate agrees to insure that any agent including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate, on behalf of the Covered Entity, agrees to the same restrictions and conditions that apply through this Section of the Contract to Business Associate with respect to such information.
- F. Business Associate agrees to provide access, at the request of the Covered Entity, and in the time and manner agreed to by the parties, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR §164.524.
- G. Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to

pursuant to 45 CFR §164.526 at the request of the Covered Entity, and in the time and manner agreed to by the parties.

- H. Business Associate agrees to make internal practices, books, and records including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by, Business Associate on behalf of Covered Entity, available to Covered Entity or to the Secretary in a time and manner agreed to by the parties or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- I. Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528.
- J. Business Associate agrees to provide to Covered Entity, in a time and manner agreed to by the parties, information collected in accordance with paragraph I of this Section of the Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528.
- K. Business Associate agrees to comply with any state law that is more stringent than the Privacy Rule.

III. - Permitted Uses and Disclosures by Business Associate

- A. General Use and Disclosure Provisions - Except as otherwise limited in this Section of the Contract, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Contract, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.
- B. Specific Use and Disclosure Provisions:
 - 1. Except as otherwise limited in this Section of the Contract, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
 - 2. Except as otherwise limited in this Section of the Contract, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required by Law, or Business

Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

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

IV. - Obligations of Covered Entity

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

V. - Permissible Requests by Covered Entity

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

VI. - Term and Termination

- A. Term - The Term of this Section of the Contract shall be effective as of the date the Contract is effective and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended

to such information, in accordance with the termination provisions in this Section.

- B. Termination for Cause - Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
1. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Contract if Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity; or
 2. Immediately terminate the Contract if Business Associate has breached a material term of this Section of the Contract and cure is not possible; or
 3. If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.
- C. Effect of Termination -
1. Except as provided in paragraph 2 of this subsection C, upon termination of this Contract, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
 2. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon documentation by Business Associate that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Section of the Contract to such PHI and limit further uses and disclosures of PHI to those purposes that make return or destruction infeasible, for as long as Business Associate maintains such PHI. Infeasibility of the return or destruction of PHI includes, but is not limited to, requirements under state or Federal law that the Business Associate maintains or preserves the PHI or copies thereof.

VII. - Miscellaneous Provisions

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

- B. Amendment - The Parties agree to take such action as in necessary to amend this Section of the Contract from time to time as is necessary for Covered Entity to comply with requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
- C. Survival - The respective rights and obligations of Business Associate under Section VI, Subsection C of this Section of the Contract shall survive the termination of this Contract.
- D. Effect on Contract - Except as specifically required to implement the purposes of this Section of the Contract, all other terms of the contract shall remain in force and effect.
- E. Construction - This Section of the Contract shall be construed as broadly, as necessary, to implement and comply with the Privacy Standard. Any ambiguity in this Section of the Contract shall be resolved in favor of a meaning that complies, and is consistent with, the Privacy Standard.
- F. Disclaimer - Covered Entity makes no warranty or representation that compliance with this Section of the Contract will be adequate or satisfactory for Business Associate's own purposes. Covered Entity shall not be liable to Business Associate for any claim, loss or damage related to or arising from the unauthorized use or disclosure of PHI by Business Associate or any of its officers, directors, employees, contractors or agents, or any third party to whom Business Associate has disclosed PHI pursuant to paragraph II D of this Section of the Contract. Business Associate is solely responsible for all decisions made, and actions taken, by Business Associate regarding the safeguarding, use and disclosure of PHI within its possession, custody, or control.
- G. Indemnification - The Business Associate shall indemnify and hold the Covered Entity harmless from and against all claims, liabilities, judgments, fines, assessments, penalties, awards, or other expenses, of any kind or nature whatsoever including, without limitation, attorney's fees, expert witness fees, and costs of investigation, litigation or dispute resolution, relating to or arising out of any violation by the Business Associate and its agents including subcontractors, of any obligation of Business Associate and its agents including subcontractors, under this Section of the Contract.

6.11 Priority Hiring

The contractor agrees, subject to its exclusive right to determine the qualifications for all employment positions, it shall use its best efforts to ensure that it gives priority to hiring welfare recipients who are subject to time-limited welfare and must find employment. The contractor and the

Department shall cooperatively determine the number and types of positions to which this paragraph shall apply. The Department shall counsel and screen an adequate number of appropriate candidates for positions targeted by the contractor as suitable for individuals receiving benefits under the time-limited welfare program.

6.12 Smoking Policy

If the contractor is an employer subject to the provisions of §31-40q of the Connecticut General Statutes, the contractor agrees to provide the Department with a copy of its written rules concerning smoking. The rules or a statement that the contractor is not subject to the provisions of §31-40q of the Connecticut General Statutes must be received prior to contract approval by the Department.

Section 7 - Payments

7.1 Approval

The Department and the State of Connecticut assume no liability for payment under the terms of any agreement or contract until contractor is notified, in writing, that the contract has been approved by the Office of Policy and Management, and/or by the Attorney General of the State of Connecticut, as appropriate.

7.2 Payments

The Department will make payments to the contractor based on the bidder's business cost proposal as accepted by the Department and stipulated in any final negotiated contract.

7.3 Federal or State Funds Availability

The Department assumes no liability for payment under the terms of this contract until and unless the Federal or State funds for this contract are authorized and made available.

Section 8 - Termination

8.1 Offer of Gratuities

The contractor certifies that no elected or appointed official or employee of the State of Connecticut has or will benefit financially or materially from the award of this contract. This contract may be terminated by the Department if it is determined that gratuities of any kind were either offered to or received by

any of the aforementioned officials or employees from the contractor, its agents or employees.

8.2 Termination

The resultant contract may be terminated by the Department upon fifteen days advance written notice delivered to the contractor specifying a date of termination.

The State may terminate the resultant contract for the following termination provisions:

- 1) For Default
- 2) For Convenience
- 3) For Unavailability of Funds
- 4) For Financial Instability

All notices of termination as defined in the subsections below shall be signed by the contract Administrator.

8.2.1 Termination for Default

The State may terminate this contract in whole, or in part, whenever the Department determines that the contractor or any subcontractor has failed to satisfactorily perform its contracted duties and responsibilities and is unable to cure such failure, within a reasonable period of time as specified in writing by the contract Administrator, taking into consideration the gravity and nature of the default. Such determination shall be referred to herein as "Termination for Default."

Upon determination by the Department that the contractor has failed to satisfactorily perform its contracted duties and responsibilities, the contract Administrator shall notify the contractor of its failure to perform and shall establish a reasonable period, not to exceed thirty days, in which to cure such failure. If the contractor is unable to cure the failure within the specified period, the contract Administrator will notify the contractor that the contract has been terminated for default, in whole or in part. Such notices shall be in writing and delivered to the contractor by certified mail, return receipt requested.

If, after notice of termination for default, it is determined by the Department or a court that the contractor was not in default or that the contractor's failure to perform or make progress in performance was due to causes beyond the

control and without error or negligence of the contractor or any of its subcontractors, the notice of termination shall be deemed to have been issued as a termination for the convenience of the Department, and the rights and obligations of the parties shall be governed accordingly.

In the event of a termination for default, the resultant contractor shall be paid for those services the contractor has provided to the Department pursuant to this contract.

The rights and remedies of the Department provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law under the contract.

8.2.2 Termination for Convenience

The Department may terminate performance of work under the contract in whole or in part whenever for any reason the Department shall determine that such termination is in the best interest of the Department and/or the State of Connecticut.

In the event that the Department elects to terminate the contract pursuant to this provision, the contract Administrator shall notify the contractor by certified mail, return receipt requested. Termination shall be effective as of the close of business on the date specified in the notice.

8.2.3 Termination for Unavailability of Funds

It is understood and agreed by the parties hereto that all obligations of the Department including the continuance of payments hereunder, are contingent upon the availability and continued appropriation of State and/or Federal funds, and in no event shall the Department be liable for any payments hereunder in excess of such available appropriated funds. In the event that the amount of any available or appropriated funds provided by the State and/or Federal sources for the purchase of services hereunder shall be reduced, terminated or shall not be continued at an aggregate level sufficient to allow for the purchase of the specified amount of services to be purchased hereunder for any reason whatsoever, the Department shall notify the resultant contractor of such reduction of funds available and the Department shall be entitled to reduce its commitment hereunder as it deems necessary.

8.2.4 Termination for Financial Instability

In the event that the contractor becomes financially unstable to the point of threatening the ability of the Department to obtain the services provided for under this contract, ceases to conduct business in the normal course, makes a general assignment for the benefit of creditors, suffers or permits the

appointment of a receiver for its business or its assets, the Department may, at its option, immediately terminate this contract. In the event the Department elects to terminate this contract under this provision, it shall do so by the contract Administrator sending notice of termination to the contractor by certified mail, return receipt requested, specifying the date of termination. In the event of the filing of a petition in bankruptcy by or against a principal subcontractor, the resultant contractor shall immediately so advise the Department. The resultant contractor shall ensure that all tasks related to the subcontract are performed in accordance with the terms of the contract and agrees that the filing of a petition in bankruptcy by or against a subcontractor shall, in no way, relieve contractor of its duties under this contract.

8.3 Procedure on Termination

Upon delivery by certified mail to the contractor of a Notice of Termination specifying the nature of the termination and the date upon which such termination becomes effective, the resultant contractor shall:

1. Stop work under the contract on the date and to the extent specified in the Notice of Termination.
2. Terminate all subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination.
3. Assign to the Department in the manner and to the extent directed by the contract Administrator all of the right, title, and interest of the contractor under the subcontracts so terminated, in which case the Department shall have the right, in its discretion, to settle or pay any and all claims arising out of the termination of such subcontracts.
4. Complete the performance of such part of the work as shall not have been terminated by the Notice of Termination.

8.4 Transition after Termination or Expiration of Contract

In the event that this contract is terminated for any reason the contractor will assist in the orderly transfer of operations described in this contract as required by the department and will assist in the orderly cessation of operations under this contract. The contractual agreement may be amended, as necessary, to assure transition requirements are met during the term of this contract.

Section 9 - Miscellaneous

9.1 Award of Related Contracts

The Department may undertake or award supplemental contracts for work related to this contract or any portion thereof. The resultant contractor shall be bound to cooperate fully with such other contractors and the Department in all such cases. All subcontractors will be required to abide by this provision as a condition of the contract between the subcontractor and prime contractor.

9.2 Anti-Lobbying Clause

The contractor agrees that no Federally-appropriated funds have been paid or will be paid, by or on behalf of the contractor or its subcontractors, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

9.3 Independent Price Determination

By entering into this contract, the contractor certifies, as to its own organization, and in connection with this contract that the costs proposed have been arrived at independently, without consultation, communication, or agreement, for restricting competition, as to any matter relating to such process with any other organization or with any competitor.

9.4 Force Majeure

Neither party shall incur liability for any failure to perform its obligations under this contract due to causes beyond its control including, but not limited to, fire, storm, flood, earthquake, explosion, accident, acts of war, acts of God, acts of Federal, State, or local government or any agency thereof and judicial action, acts of third parties, and computer or equipment failures other than those caused by the sole negligence of either party.

9.5 Change Order Process

- 9.5.1 The Department may, at any time, with written notice to the contractor, make changes within the general scope of the contract. Such changes may include activities required by new or amended Federal or State laws or regulations or quality related projects that are identified following the execution of the contract. The Department may reimburse the contractor for any activities required by new or amended State or Federal laws or regulations not mentioned in the Scope of Work or for any other changes outside the Scope of Work defined in the contract, which the Department deems necessary.
- 9.5.2 The written Change Order issued by the Department shall specify whether the change is to be made on a certain date or placed into effect only after approval of the contractor's fee or cost proposal as described in the following paragraph. No changes in scope are to be conducted except by the express written approval of the Department's Contract Administrator.
- 9.5.3 As soon as possible after receipt of a written Change Order request, but in no event more than five business days thereafter, the resultant contractor shall provide the Department with a written statement that the change has a cost neutral effect on the Department, or that there is a cost impact, in which case the statement shall include a description of the cost involved in implementing the change.
- 9.5.4 Significant Change Order work may require authorization from the State of Connecticut Office of Policy and Management in order to amend the contract to allocate additional funds to this project.

**APPENDIX II - PROCUREMENT AND CONTRACTUAL AGREEMENTS
SIGNATORY ACCEPTANCE**

Statement of Acceptance

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

Acceptance Statement

On behalf of _____ I,
_____ agree to accept the Mandatory Terms and
Conditions as set forth in the Department of Social Services' Disease Management
Project Request for Proposals.

Signature

Title

Date

APPENDIX III - WORKFORCE ANALYSIS FORM

Contractor Name: _____
 Address: _____

Total number of CT employees: _____
 Full-time _____ Part-time _____

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

Job Categories	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		People With Disabilities	
		male	female	male	female	male	female	male	female	male	female	male	female
Officials and Managers													
Professionals													
Technicians													
Sales Workers													
Office and Clerical													
Craft Workers (Skilled)													
Operators (Semi Skilled)													
Laborers (Unskilled)													
Totals Above													
Totals One Year Ago													
Formal On-The-Job-Trainees (Enter figures for the same categories as shown above)													
Apprentices													
Trainees													
Employment Figures were obtained from _____ Visual Check _____ Employment Records _____ Other: _____													

Workforce Analysis Form (continued)

1. Have you successfully implemented an Affirmative Action Plan?
Yes _____ No _____ Date of Implementation _____
If the answer is "No," explain.
- 1.a. Do you promise to develop and implement a successful Affirmative Action Plan?
Yes _____ No _____ Not Applicable _____
Explanation:
2. Have you successfully developed an apprenticeship program complying with §46a-68-1 to 46a-68-17 of the State of Connecticut Department of Labor Regulations, inclusive:
Yes _____ No _____ Not Applicable _____
Explanation:
3. According to EEO-1 data, is the composition of your workforce at or near parity when compared with the racial and sexual composition of the workforce in the relevant labor market area?
Yes _____ No _____ Not Applicable _____
Explanation:
4. If you plan to subcontract, will you set aside a portion of the contract for legitimate minority business enterprises?
Yes _____ No _____ Not Applicable _____
Explanation:

Contractor's Authorized Signature

Date [WFA 5/93]

APPENDIX IV - NOTIFICATION TO BIDDERS FORM

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

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

The awarding agency will consider the following factors when reviewing the bidder’s qualifications under the contract compliance requirements therefore, bidders are required to provide a written narrative that addresses each of the following:

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 with the written narrative in its proposal. Retain a signed copy in your files.

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

Signature

Date

On Behalf of: _____

Organization Name

Address

APPENDIX V - SMOKING POLICY

Connecticut General Statutes

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

- a) As used in this section:
 - i. "Person" means one or more individuals, partnerships, associations, corporations, limited liability companies, business trusts, legal representatives, or any organized group of persons.
 - ii. "Employer" means a person engaged in business that has employees including the state and any political subdivision thereof.
 - iii. "Employee" means any person engaged in service to an employer in the business of his employer.
 - iv. "Business facility" means a structurally enclosed location or portion thereof at which twenty or more employees perform services for their employer.
 - v. "Smoking" means the burning of a lighted cigar, cigarette, pipe or any other matter or substance that contains tobacco.
- b) Each employer shall establish one or more work areas, sufficient to accommodate nonsmokers who request to utilize such an area, within each business facility under its control, where smoking is prohibited. The employer shall clearly designate the existence and boundaries of each nonsmoking area by posting signs that can be readily seen by employees and visitors. In the areas within the business facility where smoking is permitted, existing physical barriers and ventilation systems shall be used to the extent practicable to minimize the effect of smoking in adjacent nonsmoking areas. Nothing in this section may be construed to prohibit an employer from designating an entire business facility as a nonsmoking area.
- c) The State Labor Commissioner may exempt any employer from the provisions of this section if the Commissioner finds that (1) the employer made a good-faith effort to comply with the provisions of this section and (2) any further requirement to so comply would constitute an unreasonable financial burden on the employer.

(P.A. 83-268; P.A. 87-149, S.1, 3; P.A. 91-94; P.A. 95-79, S. 109, 189.)

History: P.A. 87-149 amended Subsection (b) To require employers to establish sufficient nonsmoking areas in business facilities and added Subsection (c) To enable the State Labor Commissioner to exempt certain employers from compliance with those requirements, effective April 1, 1988, P.A. 91-94 amended Subsection (a) By reducing the minimum number of employees from fifty to twenty in Subdiv. (4), P.A. 95-79 amended Subsection (a) To redefine "person" to include limited liability companies, effective May 31, 1995.

Cited. 24C. 666,672-674.

Subsection (b):
Cited. 224C. 666, 674.

APPENDIX VI - CERTIFICATION REGARDING LOBBYING

Contractor: _____

Period: _____

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

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

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

Signature

Typed Name and Title

Firm/Organization

Date



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 Connecticut General Statutes §§ 4-250 and 4-252(c); Governor M. Jodi Rell's Executive Orders No. 1, Paragraph 8, and No. 7C, Paragraph 10; and Connecticut General Statutes §§9-612(g)(1) and 9-612(g)(2), as amended by Public Act 07-1

INSTRUCTIONS:

Complete all sections of the form. Attach additional copies of this certification, if necessary, to provide full disclosure about any gifts made to any public official or employee of the awarding State agency. Sign and date form in the presence of a Commissioner of the Superior Court or Notary Public. Submit completed form to the awarding State agency at the time of contract execution.

CHECK ONE:

- Initial gift and campaign contribution certification
- Annual update of initial gift and campaign contribution certification (multi-year contracts only)

CERTIFICATION: [Number of Certifications Sworn and Subscribed On This Day: _____]

I, the undersigned, am the official authorized to execute the attached contract on behalf of the contractor (named below). I hereby certify that no **gifts** were made, as described in Connecticut General Statutes § 4-252(c)(1), between the date (indicated below) that the awarding State agency began planning the project, services, procurement, lease or licensing arrangement covered by this contract and the execution date of this contract, **except for the gift(s) listed below:**

Date of Gift	Name of Gift Giver	Name of Recipient	Value	Gift Description

I further certify that neither I, nor any principals or key personnel of the contractor (named below), nor any principals or key personnel of the agents of such contractor, know of any action by such contractor to circumvent the prohibition on **gifts** by providing for any other principals, key personnel, officials, employees or agents of such contractor to provide a gift to any public official or employee, as described in C.G.S. §4-250(c).

I further certify that, on or after December 31, 2006, neither I, nor any principals or key personnel of the contractor, nor any principals or key personnel of the agents of such contractor, made a contribution to, or solicited a contribution on behalf of, any **campaigns** of candidates for statewide public office or the General Assembly.

I further certify that the contractor made the bid or proposal without fraud or collusion with any person.

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

Printed Contractor Name	Signature of Authorized Official	Date
Federal Employer ID Number (FEIN) or Social Security Number (SSN)	Printed Name of Authorized Official	
Awarding State Agency Date	Start Date of Agency Planning	Contract Execution

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

Commissioner of the Superior Court or Notary Public



CERTIFICATION

I, [SIGNER'S NAME], [TITLE], of [NAME OF ENTITY], an entity lawfully organized and existing under the laws of the State of [STATE OR COMMONWEALTH NAME], do hereby certify that the following is a true and correct copy of a resolution adopted on the _____ day of _____, 20__ by the governing body of [NAME OF ENTITY], in accordance with all of its documents of governance and management and the laws of [STATE OR COMMONWEALTH NAME], and further certify that such resolution has not been modified, rescinded or revoked, and is at present in full force and effect.

RESOLVED that [NAME OF ENTITY], hereby adopts as its policy to support the nondiscrimination agreements and warranties required under Conn. Gen. Stat. § 4a-60(a)(1) and § 4a-60a(a)(1), as amended in State of Connecticut Public Act 07-245 and sections 9(a)(1) and 10(a)(1) of Public Act 07-142, as those statutes may be amended from time to time.

IN WITNESS WHEREOF, the undersigned has executed this certificate this _____ day of _____, 2007.

[SIGNER'S NAME], [TITLE],

NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN - SEEC FORM 11

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

Campaign Contribution and Solicitation Ban

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

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

Duty to Inform

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

Penalties for Violations

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

Civil penalties

\$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor, which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations, may also be subject to civil penalties of \$2,000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties

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

Contract Consequences

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

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

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

Receipt acknowledged:

Signature

Date

Print Name:

Title:

Company Name:

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

APPENDIX XI - Disease Management Initiative Outcome Measures

Disease	Measure	Goal Direction
All Conditions	Hospital admissions Emergency room visits Recipient satisfaction Required reporting Length of hospital stay Re-hospitalizations Patient knowledge	Lower Lower Higher Complete/timely Lower Lower Higher
Diabetes	Incidence of complications/co-morbidities (neuropathy, microangiopathy, retinopathy, nephropathy) Glycosylated hemoglobin (HbA1c) values within normal range (< seven percent) Ophthalmic exams	Lower Higher Higher

APPENDIX XII - Disease Management Data

Unduplicated Number of Medicaid Fee-for-Service and HUSKY Participating
Physicians as of April 1, 2007

General practice	104
Family practice	417
Internal medicine	2,578
Pediatricians	1,067

Cardiovascular disease (cardiology, vascular diseases, vascular surgery, and
cardiopulmonary) 346

Below data is for State Fiscal Year 2005-2006

The below information is for recipients with the diagnosis specified. One recipient may have more than one diagnosis and so would be represented in more than one cell below.

Congestive Heart Failure ICD-9 428

Under 21 yrs of age	Recipients	Units of Service	Amount Paid
Fee-for-Service	5	52	\$709
HUSKY A	41	385	\$13,630
21 yrs. or older	Recipients	Units of Service	Amount Paid
Fee-for-Service	1,314	67,929	\$793,970
HUSKY A	121	903	\$33,608

Other Heart Disease Diagnosis (21 yrs or older)

Fee-for-Service	Recipients	Units of Service	Amount Paid
dysrhythmias	4,160	234,723	\$3,077,251
current heart attack	904	194,390	\$2,221,051
hypertension	18,350	796,318	\$10,233,495
ischemic	6,863	425,910	\$5,731,919
MCO			
dysrhythmias	640	8,201	\$418,374
current heart attack	73	12,487	\$174,012
hypertension	5,945	30,717	\$845,856
ischemic	851	18,320	\$845,800

Diabetes Care, SFY '06

		Recipients	Units of Service *	Paid Amount
Clients Under 21	Fee-for-service	120	5,155	\$119,091
	HUSKY A	968	29,359	\$955,440
Clients 21+	Fee-for-service	23,653	2,141,831	\$27,393,266
	Managed Care (HUSKY A)	3,949	59,255	\$1,386,582
		27,829	2,235,600	\$29,854,379

Impaired Glucose Tolerance Utilization, SFY '06

		Recipients	Units of Service	Paid Amount
Clients Under 21	Fee-for-service	9	39	\$577
	Managed Care (HUSKY A)	123	496	\$12,087
Clients 21+	Fee-for-service	340	2,018	\$31,514
	Managed Care (HUSKY A)	266	984	\$15,480
		716	3,537	\$59,658

* Services covered include many types of care from a hospital day to a fifteen-minute home health service.
 Excludes: Nursing Home Services and services to clients in NF the whole year. Transportation. Managed Care spending is an undercount, since not all capitated services have a paid amount.
 ** Estimated assuming 3% overlap

APPENDIX XIII - Overview of DMO Administration for Connecticut Project

Administrative Function	Performed Directly by DMO, Contracted Out, or Both?	Number of DMO Full-time Equivalent Staff Dedicated to Function	Number of Staff in Prior Column Already Employed by DMO	Name of Contractor(s) to be Used to Perform Function and Estimated Contracted FTE's
Enrollment Activities				
Education and Outreach to Enrollees				
Education and Outreach to Providers				
Applicable Financial Management				
Provider / Recipient Profiling				
Quality Monitoring				
Other Services (list and complete columns)				